

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

**FOLEY & LARDNER LLP**  
Eileen R. Ridley (CA Bar No. 151735)  
Tel: (415) 438-6469; [eridley@foley.com](mailto:eridley@foley.com)  
Shane J. Moses (CA Bar No. 250533)  
Tel: (415) 438-6404; [smoses@foley.com](mailto:smoses@foley.com)  
Ann Marie Uetz (admitted *pro hac vice*)  
Tel: (313) 234-7114; [auetz@foley.com](mailto:auetz@foley.com)  
Matthew D. Lee (admitted *pro hac vice*)  
Tel: (608) 258-4203; [mdlee@foley.com](mailto:mdlee@foley.com)  
Geoffrey S. Goodman (admitted *pro hac vice*)  
Tel: (312) 832-4515; [ggoodman@foley.com](mailto:ggoodman@foley.com)  
Mark C. Moore (admitted *pro hac vice*)  
Tel: (214) 999-4150; [mmoore@foley.com](mailto:mmoore@foley.com)  
555 California Street, Suite 1700  
San Francisco, CA 94104-1520

*Attorneys for the Debtor  
and Debtor in Possession*

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

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

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

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

*DATED MARCH 27, 2026*



## TABLE OF CONTENTS

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

	Page
INTRODUCTION.....	1
Article I     DEFINITIONS AND RULES OF INTERPRETATION.....	1
1.1.     Definitions.....	1
1.2.     Construction of Terms.....	25
1.3.     Appendices and Plan Documents.....	26
Article II     SUMMARY OF CLASSIFICATION OF CLAIMS .....	26
2.1.     Claims Provided for Herein.....	26
2.2.     Unclassified Claims.....	26
2.3.     Claims Classification.....	26
Article III    TREATMENT OF UNCLASSIFIED CLAIMS: ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS AND UNITED STATES TRUSTEE’S FEES .....	27
3.1.     Administrative Expense Claims.....	27
3.2.     Priority Tax Claims .....	28
3.3.     Fee Claims.....	29
3.4.     Cure Claims.....	29
3.5.     United States Trustee Fees .....	29
Article IV     TREATMENT OF CLASSIFIED CLAIMS.....	30
4.1.     Class 1 – Secured Claim of RCC .....	30
4.2.     Class 2 – Priority Unsecured Claims.....	30
4.3.     Class 3 – General Unsecured Claims .....	31
4.4.     Class 4 – Abuse Claims.....	31
4.5.     Class 5 – Unknown Abuse Claims.....	32
4.6.     Class 6 – Non-Abuse Litigation Claims.....	32
4.7.     Class 7A – Abuse Related Contribution Claims Related to Class 4 Claims.....	33
4.8.     Class 7B – Abuse Related Contribution Claims Related to Class 5 Claims.....	33
Article V     DISPUTED CLAIMS AND CLAIM DISTRIBUTIONS.....	34
5.1.     Single Claim.....	34
5.2.     Claims Objections .....	34
5.3.     Treatment of Disputed Non-Abuse Claims.....	35
5.4.     Late Filed Claims .....	36

		<b>Page</b>
1	5.5. Claim Estimation.....	36
2	5.6. No Distribution to Disallowed Claims .....	36
3	5.7. Timing of Distributions to Allowed Non-Abuse Claims .....	36
4	5.8. Transfers of Claims .....	37
5	5.9. Prepayment.....	37
6	5.10. Delivery of Distributions.....	37
7	5.11. Unclaimed Distributions .....	38
8	5.12. No Interest .....	38
9	5.13. Provisions Governing Unimpaired Claims .....	38
10	5.14. Additional Terms Regarding Class 4 and Class 5 Claims .....	38
11	Article VI VOTING ON THE PLAN.....	39
12	6.1. Voting Classes.....	39
13	6.2. Elimination of Vacant Classes .....	39
14	6.3. Effect of Objections .....	39
15	Article VII EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....	39
16	7.1. Prior Orders .....	39
17	7.2. Assumption of Contracts and Unexpired Leases .....	39
18	7.3. Rejection of CCCEB Lease.....	41
19	7.4. Rejection of Contracts.....	41
20	Article VIII INSURANCE ASSIGNMENT AND OTHER INSURANCE MATTERS.....	42
21	8.1. The Insurance Assignment .....	42
22	8.2. Insurance Coverage for Abuse Claims.....	44
23	8.3. Preservation of the Rights of Non-Settling Insurers .....	46
24	8.4. Scope of Plan Injunctions.....	51
25	8.5. Non-Settling Insurers' Contribution Claims Against Settling Insurers .....	52
26	8.6. Cooperation .....	53
27	8.7. Reductions In Non-Settling Insurers' Liability.....	53
28	8.8. Settling Insurers.....	54
	8.9. The Coverage Action .....	55
	Article IX THE SURVIVORS' TRUST .....	56
	9.1. Creation of the Survivors' Trust, Appointment of Survivors' Trustee, and Survivors' Trust Advisory Committee.....	56
	9.2. Appointment and Powers of the Survivors' Trustee .....	58

	<b>Page</b>
1	9.3. Property and Funding of the Survivors' Trust ..... 60
2	9.4. Unknown Abuse Claims Reserve..... 68
3	9.5. Vesting ..... 68
4	9.6. Survivors' Trust Assumption of Liabilities for Abuse Claims ..... 69
5	9.7. Right to Elect to Receive an Immediate Payment..... 69
6	9.8. Method of Determination of Abuse Claims and Rights of Abuse Claimants to Choose to Pursue Litigation ..... 70
7	9.9. In no event may a Litigation Claimant receive more than the total amount of his or her judgment from all sources ..... 74
8	9.10. Provisions for Preliminary Distribution to Holders of Allowed Abuse Claims..... 75
9	9.11. Compensation and Reimbursement of Expenses to Survivors' Trustee and Survivors' Trust Professionals ..... 75
10	9.12. Excess Survivors' Trust Assets ..... 76
11	9.13. Indemnification of Debtor, Reorganized Debtor and RCWC ..... 76
12	9.14. Modification of Survivors' Trust Documents ..... 76
13	Article X CONDITIONS TO CONFIRMATION AND EFFECTIVENESS OF THE PLAN ..... 77
14	10.1. Conditions to Confirmation..... 77
15	10.2. Conditions to Effectiveness..... 78
16	10.3. Waiver of Conditions ..... 79
17	10.4. Revocation of the Plan ..... 79
18	Article XI RESERVED ..... 79
19	Article XII MEANS FOR IMPLEMENTING THE PLAN ..... 81
20	12.1. Revesting..... 81
21	12.2. Non-Monetary Commitment to Healing and Reconciliation ..... 81
22	12.3. CCCEB Settlement..... 82
23	12.4. Treatment of Actions and Causes of Action ..... 83
24	12.5. Continued Existence..... 83
25	12.6. The Survivors' Trust ..... 84
26	12.7. Post-Effective Date Prosecution of Non-Abuse Litigation Claims..... 84
27	12.8. Document Access ..... 85
28	12.9. Bankruptcy Procedure and Transition..... 85
	12.10. Post-Petition Deposits ..... 87

	<b>Page</b>
1	12.11. Other Actions ..... 87
2	12.12. General Settlement ..... 87
3	12.13. Closing of the Case ..... 88
4	Article XIII EFFECT OF PLAN CONFIRMATION ..... 88
5	13.1. Binding Effect of Confirmation ..... 88
6	13.2. Ratification ..... 89
7	13.3. Discharge of Claims ..... 89
8	13.4. Confirmation Injunction ..... 90
9	13.5. Injunction Against Interference with the Plan..... 90
10	13.6. Exculpation..... 90
11	13.7. Injunction Related to Exculpation..... 91
12	13.8. Releases by the Debtor ..... 92
13	13.9. Injunction Related to Discharge ..... 93
14	13.10. Disallowed Claims ..... 93
15	13.11. Channeling Injunction ..... 93
16	13.12. Provisions Relating to the Channeling Injunction..... 95
17	13.13. Effect of Channeling Injunction..... 96
18	13.14. Exclusion Regarding Non-Settling Insurers..... 96
19	Article XIV MODIFICATION..... 97
20	14.1. Modification of the Plan..... 97
21	14.2. Correction of Defects ..... 97
22	14.3. Savings Clause ..... 97
23	14.4. Remedy of Defects ..... 97
24	Article XV RETENTION OF JURISDICTION ..... 98
25	15.1. Scope of the Bankruptcy Court’s Retained Jurisdiction ..... 98
26	15.2. Failure of Bankruptcy Court to Exercise Jurisdiction..... 99
27	Article XVI MISCELLANEOUS PROVISIONS ..... 99
28	16.1. Enforcement ..... 99
	16.2. Exemption from Certain Transfer Taxes and Recording Fees ..... 100
	16.3. Effectuating Documents ..... 100
	16.4. Governing Law..... 100
	16.5. Integration ..... 100

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

	<b>Page</b>
16.6. Inconsistency .....	100
16.7. Section Headings .....	101
16.8. Severability .....	101
Article XVII REQUEST FOR CONFIRMATION .....	101
17.1. Confirmation Pursuant to § 1129(b).....	101

1 **INTRODUCTION**

2 This Modified Fourth Amended Plan of Reorganization, dated March 27, 2026 (as amended,  
3 modified or supplemented from time to time, the "**Plan**"),<sup>1</sup> is proposed by The Roman Catholic  
4 Bishop of Oakland, a California corporation sole, the debtor and debtor in possession (the "**Debtor**"  
5 or "**RCBO**") in the above-captioned chapter 11 bankruptcy case (the "**Chapter 11 Case**"). Holders  
6 of Claims (as those terms are defined below) may refer to the Disclosure Statement (defined below)  
7 for a summary and description of the Plan and a discussion of the Debtor's history, estate, assets,  
8 mission, operations, historical financial information and projections of future operations. The  
9 Debtor is the proponent of this Plan within the meaning of Section 1129 of title 11 of the United  
10 States Code, as amended from time to time and as in effect during the Chapter 11 Case (the  
11 "**Bankruptcy Code**").

12 The Debtor has concurrently filed a document comparing this Modified Fourth Amended  
13 Plan to the *Debtor's Fourth Amended Plan of Reorganization* dated February 20, 2026. All  
14 interested parties, including without limitation Holders of Claims, are urged to review that  
15 comparison to identify the amendments included in the Modified Fourth Amended Plan (as  
16 compared to the Fourth Amended Plan).

17 **ARTICLE I**

18 **DEFINITIONS AND RULES OF INTERPRETATION**

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

25 1.1.1. "**Abuse**" means sexual conduct or misconduct, sexual abuse or  
26 molestation, sexual exploitation, indecent assault and/or battery, rape, pedophilia, ephebophilia,

27 <sup>1</sup> For the avoidance of doubt, the terms "hereof" and/or "herein" as used in this Plan are references to this entire  
28 Plan.

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

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

14           1.1.3.    [Reserved].

15           1.1.4.    “**Abuse Claimant**” means a Holder of an Abuse Claim.

16           1.1.5.    “**Abuse Claims Reviewer**” means the Person chosen by the Committee to  
17 review Abuse Claims and allocate to each Allowed Abuse Claim a percentage of the Survivors’  
18 Trust recovery pool based on numerical scaling factors (but not based on alleged dollar value of the  
19 Claim), except for those Abuse Claims held by Abuse Claimants who have elected to receive an  
20 Immediate Payment, in accordance with the procedures set forth in the Survivors’ Trust Documents.  
21 The identity of the Abuse Claims Reviewer shall be disclosed in a Plan Supplement.

22           1.1.6.    “**Abuse Insurance Policies**” means any insurance policy alleged in the  
23 Coverage Action or in any Abuse Claim Litigation (as defined in Section 9.8.4 of the Plan) to  
24 provide insurance coverage for any Abuse Claim.

25           1.1.7.    “**Abuse Related Contribution Claim**” means any Person’s Claim against  
26 any other Person for contribution, indemnity, equitable indemnity, subrogation, or equitable  
27 subrogation, or reimbursement, or any other indirect or derivative recovery, arising because such  
28

1 Person has paid or defended against any Abuse Claim including but not limited to a Joint Tortfeasor  
2 or the like, but excluding any claim by an Insurer for contribution or similar relief.

3 1.1.8. “**Additional Distributions**” shall have the meaning ascribed to such term  
4 in Section 9.8.3.3 of this Plan.

5 1.1.9. “**Additional Reserves**” shall have the meaning ascribed to such term in  
6 Section 9.8.3.3 of this Plan.

7 1.1.10. “**Administrative Expense Claim**” means any right to payment  
8 constituting a cost or expense of administration of the Chapter 11 Case under Sections 503(b) and  
9 507(a)(1) of the Bankruptcy Code, including, without limitation, any actual and necessary costs and  
10 expenses of preserving the Estate of the Debtor, any actual and necessary costs and expenses of the  
11 Debtor’s operations, and any indebtedness or obligations incurred or assumed by the Debtor in  
12 connection with the conduct of its business, but not including Fee Claims, Cure Claims, or U.S.  
13 Trustee Fees. Administrative Expense Claims are further described in in Section 3.1 below.

14 1.1.11. “**Administrative Expense Claims Bar Date**” means the date that is 45  
15 days after the Effective Date.

16 1.1.12. “**Adventus**” means a California nonprofit public benefit corporation by  
17 that name, separate and distinct from RCBO.

18 1.1.13. “**Affiliate**” shall have the meaning set forth in Section 101(2) of the  
19 Bankruptcy Code.

20 1.1.14. “**Allowed**” means, with respect to any Claim, except as otherwise provided  
21 herein: (a) a Claim that is evidenced by a Proof of Claim Filed by the applicable Claims Bar Date,  
22 (b) a Claim for which a Proof of Claim is or shall not be required to be Filed under the Plan, the  
23 Bankruptcy Code, or a Final Order of the Bankruptcy Court, (c) a Claim that is listed in the  
24 Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim  
25 has been timely Filed, (d) a Claim Allowed pursuant to the Plan or a Final Order of the Bankruptcy  
26 Court; provided, however, that with respect to a Claim described in clauses (a), (b), and (c) above,  
27 such Claim shall be considered Allowed only if no objection to its allowance has been made before  
28

1 the Claims Objection Deadline or within such time fixed by the Plan, the Bankruptcy Code, the  
2 Bankruptcy Rules, or the Bankruptcy Court (except with respect to a Trust Claim whose Holder  
3 elects the Litigation Option, in which case any such Trust Claim shall only be considered Allowed  
4 (i) following entry of a final judgment pursuant to a Final Order by a non-bankruptcy court of  
5 competent jurisdiction as set forth in the Plan, (ii) upon the effective date of any Insurance  
6 Settlement Agreement covering such Trust Claim for purposes of such settlement only, or (iii) upon  
7 the effective date of any settlement agreement between the Holder of such Trust Claim and one or  
8 more Non-Settling Insurers pursuant to or following which settlement such Holder reverts from the  
9 Litigation Option to the Distribution Option for purposes of the Distribution Option only).  
10 Notwithstanding the foregoing, pursuant to the Survivors' Trust Distribution Procedures, the  
11 Survivors' Trustee may deem any Abuse Claim filed after the Bar Date Allowed; provided,  
12 however, the Survivors' Trustee may not deem an Abuse Claim Allowed if such Abuse Claim has  
13 been Disallowed by order of the Bankruptcy Court.

14 1.1.15. "**Assigned Insurance Interests**" means all rights, claims, interests,  
15 benefits, responsibilities and obligations of the Debtor and RCWC (solely as to Released RCWC  
16 Claims) in the Non-Settling Insurer Policies that are assignable under applicable law and to the  
17 fullest extent assignable under applicable law, including, without limitation, Insurance Actions,  
18 subject to the terms hereof including without limitation Articles VIII and IX of the Plan and the  
19 provisions of the Plan concerning the Litigation Option.

20 1.1.16. "**Assumed Employee Benefit Plans**" means any written contracts,  
21 agreements, policies, programs, and plans (including any related trust or other funding vehicle)  
22 governing any obligations relating to compensation, reimbursement, indemnity, health care benefits,  
23 disability benefits, deferred compensation benefits, travel benefits, vacation and sick leave benefits,  
24 paid time off, savings, severance benefits, retirement benefits, welfare benefits, relocation programs,  
25 life insurance, and accidental death and dismemberment insurance, including written contracts,  
26 agreements, policies, programs, and plans for bonuses and other incentives or compensation for the  
27 current and former officers, employees, and priests, as applicable, of the Debtor, but excluding the  
28

1 Priest Long-Term Care Plan and the SERP.

2 1.1.17. “**Assumption Objection**” means an objection to assumption or cure of an  
3 Executory Contract, as described in Sections 7.2.2 and 7.2.3 herein.

4 1.1.18. “**Avoidance Actions**” means any and all rights to recover or avoid transfers  
5 or Liens under Chapter 5 of the Bankruptcy Code or otherwise, including Sections 506(d), 541, 542,  
6 543, 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code, or otherwise under the Bankruptcy  
7 Code or under similar or related state or federal statutes and common law, including all preference,  
8 fraudulent conveyance, fraudulent transfer, and/or other similar avoidance claims, rights, and causes  
9 of action, whether or not litigation has been commenced as of the Effective Date to prosecute such  
10 Avoidance Actions; subject, however, to any releases thereof provided in this Plan, the Confirmation  
11 Order, or any other Final Order of the Bankruptcy Court.

12 1.1.19. “**Ballot**” means the form of ballot approved by the Bankruptcy Court for  
13 each Class of Claims entitled to vote on this Plan, as sent to all creditors entitled to vote on this Plan,  
14 whereby such creditors are permitted to indicate their vote to accept or reject this Plan.

15 1.1.20. “**Bankruptcy Code**” shall have the meaning ascribed to such term in the  
16 Introduction Section of this Plan.

17 1.1.21. “**Bankruptcy Court**” means the United States Bankruptcy Court for the  
18 Northern District of California, Oakland Division, having jurisdiction over the Chapter 11 Case.

19 1.1.22. “**Bankruptcy Rules**” shall have the meaning ascribed to such term in  
20 Section 1.1 of this Plan.

21 1.1.23. “**Bar Date Order**” means the *Order Establishing Deadlines for Filing*  
22 *Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Dkt. No. 293], entered by  
23 the Bankruptcy Court on July 25, 2023, and as expressly amended and as may be expressly amended  
24 from time to time.

25 1.1.24. “**Business Day**” means any day other than a Saturday, Sunday, or any  
26 “legal holiday” as defined in Bankruptcy Rule 9006(a).

27 1.1.25. “**Cash**” means the legal tender of the United States of America, or its  
28

1 equivalent.

2 1.1.26. “**Cathedral Property**” means the parcel of real estate described on  
3 Schedule 1.1.26, owned as of the Petition Date by The Catholic Cathedral Corporation of the East  
4 Bay (“**CCCEB**”).

5 1.1.27. “**Cause of Action**” means any action, claim, cause of action, controversy,  
6 demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment,  
7 account, defense, offset, power, privilege, license, and franchise of any kind or character  
8 whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured,  
9 suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured,  
10 assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract  
11 or in tort, in law, or in equity or pursuant to any other theory of law. For the avoidance of doubt,  
12 “Cause of Action” includes: (a) any right of setoff, counterclaim, or recoupment and any claim for  
13 breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to  
14 Claims; (c) any Claim pursuant to Section 362 or Chapter 5 of the Bankruptcy Code; (d) any claim  
15 or defense including fraud, mistake, duress, and any other defenses set forth in Section 558 of the  
16 Bankruptcy Code; (e) any state or foreign law fraudulent transfer or similar claim; (f) any cause of  
17 action asserted by the Debtor in the Coverage Action; and (g) any cause of action described on the  
18 Debtor’s Schedules or Statements of Financial Affairs.

19 1.1.28. “**CCCEB Note**” means that certain Promissory Note dated as of April 16,  
20 2009, payable by CCCEB to the Debtor, as amended, modified, or restated including by that certain  
21 Amendment #1 to Promissory Note dated as of January 1, 2014, by and between the Debtor and  
22 CCCEB, and that certain Amendment #1 to Promissory Note dated as of February 1, 2017, by and  
23 between the Debtor and CCCEB.

24 1.1.29. “**CCCEB Settlement**” means the transaction described in Section 12.3 of  
25 the Plan, as set forth in the CCCEB Settlement Documents.

26 1.1.30. “**CCCEB Settlement Documents**” means all documents necessary to  
27 effectuate the CCCEB Settlement as of the Effective Date.  
28

1 1.1.31. “**Channeled Claim**” means any Claim, including without limitation an  
2 Abuse Claim, against a Released Party or any Settling Insurer arising from, in connection with, or  
3 related to an Abuse Claim, or any of the Abuse Insurance Policies issued by any Settling Insurers,  
4 including Abuse Related Contribution Claims, but not including (a) an Abuse Claim against any  
5 Person who personally committed an act or acts of Abuse resulting in a Claim against the Debtor or  
6 any Non-Debtor Catholic Entity or (b) any Claim (including any Abuse Claim) held by a Non-  
7 Settling Insurer against any Released Party other than the Debtor or the Reorganized Debtor.

8 1.1.32. “**Channeling Injunction**” means the injunction imposed pursuant to  
9 Section 13.11 of this Plan and the Confirmation Order.

10 1.1.33. “**Chapter 11 Case**” shall have the meaning ascribed to such term in the  
11 Introduction Section of this Plan.

12 1.1.34. “**Child Protection Protocols**” means the Child Protection Protocols for  
13 the Roman Catholic Bishop of Oakland, California to be implemented not later than the Effective  
14 Date, a copy of which is attached as Schedule 1.1.34.

15 1.1.35. “**Churches**” means the individual Catholic churches within the Diocese of  
16 Oakland, each of which is part of the corporation sole that is the Debtor, and each of which is listed  
17 on Schedule 1.1.35 attached hereto.

18 1.1.36. “**Claim**” shall have the meaning set forth in Section 101(5) of the  
19 Bankruptcy Code.

20 1.1.37. “**Claim Enhancement**” shall have the meaning ascribed to such term in  
21 Section 9.8.4.2 of this Plan.

22 1.1.38. “**Claims Bar Date**” means, including without limitation for Claims arising  
23 under Section 503(b)(9) of the Bankruptcy Code, and in accordance with the terms of the Bar Date  
24 Order, (i) for all Claims other than Claims of Governmental Units, September 11, 2023, at 5:00 p.m.  
25 Pacific Time, and (ii) for Claims of Governmental Units, November 6, 2023, at 5:00 p.m. Pacific  
26 Time.

27 1.1.39. “**Claims Objection Deadline**” means the deadline for objecting to a  
28

1 Claim, which shall be on the date that is the later of: (a) 12 months after the Effective Date, and (b)  
2 such other period of limitation as may be specifically fixed by the Debtor or the Reorganized Debtor,  
3 as applicable, or by an order of the Bankruptcy Court for objecting to such Claims. For the  
4 avoidance of doubt, the Claims Objection Deadline shall not apply to (a) the Survivors' Trustee as  
5 to objections to Abuse Claims, or (b) Non-Settling Insurers who agree to defend against an Abuse  
6 Claim asserted by any Abuse Claim Holder who elects the Litigation Option; *provided, however,*  
7 Non-Settling Insurers shall only assert objections and defenses to an Abuse Claim, other than those  
8 arising under the Bankruptcy Code, in the appropriate non-bankruptcy forum following the election  
9 of the Holder of such Abuse Claim of the Litigation Option as defined in Section 9.8.4 hereof.

10 1.1.40. "**Claims Register**" means the official register of Claims maintained by the  
11 Debtor or Reorganized Debtor, as applicable.

12 1.1.41. "**Class**" means a category of Holders of Claims as set forth in Section 2.3  
13 of this Plan, under Section 1122(a) of the Bankruptcy Code.

14 1.1.42. "**Committee**" means the Official Committee of Unsecured Creditors  
15 appointed in the Chapter 11 Case on May 23, 2023.

16 1.1.43. "**Confirmation**" means the entry of the Confirmation Order on the docket  
17 of the Chapter 11 Case.

18 1.1.44. "**Confirmation Date**" means the date on which the Bankruptcy Court  
19 enters the Confirmation Order.

20 1.1.45. "**Confirmation Order**" means an Order of the Bankruptcy Court  
21 confirming the Plan under Section 1129 of the Bankruptcy Code.

22 1.1.46. "**Contribution**" shall have the meaning ascribed to such term in Section  
23 8.4 of this Plan.

24 1.1.47. "**Coverage Action**" means the proceeding captioned *In re: The Roman*  
25 *Catholic Bishop of Oakland Insurance Adversary Proceeding Litigation*, Case Nos. 3:24-cv- 00709-  
26 JSC & 3:24-cv-00711-JSC (N.D. Cal.) and all adversary proceedings consolidated thereunder.

27 1.1.48. "**Creditor**" shall have the meaning set forth in Section 101(10) of the  
28

1 Bankruptcy Code.

2 1.1.49. “**Cure Amount**” means all amounts, including an amount of \$0.00,  
3 required to cure any monetary default under any Executory Contract or Unexpired Lease (or any  
4 lesser amount agreed to by the counterparty to an Executory Contract or Unexpired Lease of the  
5 Debtor) to be assumed by the Debtor under Sections 365 or 1123 of the Bankruptcy Code.

6 1.1.50. “**Cure Claim**” means a monetary Claim arising out of the Debtor’s  
7 default(s) under any Executory Contract or Unexpired Lease at the time such contract or lease is  
8 assumed by the Debtor pursuant to Section 365 of the Bankruptcy Code.

9 1.1.51. “**Debtor**” has the meaning ascribed to such term in the Introduction Section  
10 of this Plan.

11 1.1.52. “**Debtor Cash Contribution**” has the meaning ascribed to such term in  
12 Section 9.3.1 of this Plan.

13 1.1.53. “**Debtor Contribution Deeds of Trust**” has the meaning ascribed to such  
14 term in Section 9.3.1.6 of this Plan.

15 1.1.54. “**Debtor Extracontractual Insurance Actions**” means any Insurance  
16 Actions of the Debtor arising before or actually asserted by the Debtor before the Effective Date.

17 1.1.55. “**DIP Availability**” means, as of the Effective Date, the amount of  
18 authorized but unused borrowing under the DIP Facility, less the estimated amount of accrued  
19 Professional Fees as of the Effective Date.

20 1.1.56. “**DIP Facility**” means any Debtor-in-Possession financing obtained by the  
21 Debtor prior to the Effective Date pursuant to Section 364 of the Bankruptcy Code.

22 1.1.57. “**DIP Obligations**” means all amounts outstanding under the DIP Facility.

23 1.1.58. “**Disallowed**” means, with respect to any Claim, a Claim or any portion  
24 thereof that: (a) has been disallowed by a Final Order, (b) is listed on the Schedules as having a  
25 value of zero dollars or as contingent, disputed, or unliquidated and as to which no Proof of Claim  
26 or request for payment of an Administrative Expense Claim was timely filed or deemed timely filed  
27 pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise

28

1 deemed timely filed under applicable law or this Plan, (c) is not listed on the Schedules and as to  
2 which no Proof of Claim or request for payment of an Administrative Expense Claim was timely  
3 filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or  
4 any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law or  
5 this Plan, (d) has been withdrawn by agreement of the Debtor and the Holder thereof, or (e) has been  
6 withdrawn by the Holder thereof. Any Claim or portion of a Claim not Disallowed shall be either  
7 Allowed or Disputed as provided in the Plan.

8 1.1.59. “**Disclosure Statement**” means the Plan Summary and Third Amended  
9 Disclosure Statement, taken together, or as appropriate, any subsequent disclosure statement for this  
10 Plan, in whatever form the Bankruptcy Court approves pursuant to section 1125 of the Bankruptcy  
11 Code and Bankruptcy Rule 3017 (including all schedules and exhibits thereto and references therein  
12 that relate to the Plan), as such disclosure statement may be amended or modified from time to time  
13 that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and  
14 any other applicable law.

15 1.1.60. “**Disputed**” means, with reference to any Claim: (i) a Claim as to which an  
16 objection has been filed and which objection has not either been withdrawn, determined by a Final  
17 Order, or otherwise finally resolved pursuant to the Plan; or (ii) a Claim specifically stated herein  
18 to be Disputed.

19 1.1.61. “**District Court**” means the United States District Court for the Northern  
20 District of California having jurisdiction over the Coverage Action.

21 1.1.62. “**Effective Date**” means the first Business Day after Confirmation of the  
22 Plan on which all conditions precedent to the effectiveness of the Plan have either been (a) satisfied  
23 or (b) waived pursuant to Sections 10.2 and 10.3 of the Plan, respectively.

24 1.1.63. “**Entity**” shall have the meaning set forth in Section 101(15) of the  
25 Bankruptcy Code.

26 1.1.64. “**Estate**” means the estate created for the Debtor in this Chapter 11 Case  
27 under Section 541 of the Bankruptcy Code.  
28

1                   1.1.65. “**Exculpated Parties**” means each of the following in their capacity as  
2 such, to the extent permitted under applicable Ninth Circuit law, including without limitation  
3 *Blixseth v. Credit Suisse*, 961 F.3d 1074 (9th Cir. 2020): (a) the Debtor, including the Churches, (b)  
4 the Reorganized Debtor, including the Churches, (c) the Committee, (d) the Committee’s members,  
5 (e) the College of Consultors of the Diocese of Oakland and each of its members, (f) The Diocese  
6 of Oakland Finance Council and each of its members, (g) the Presbyteral Council of the Diocese of  
7 Oakland and each of its members, (h) the Mediators, (i) the Unknown Abuse Claims Representative,  
8 (j) the Exit Facility Lender, (k) RCWC (solely as to the Released RCWC Claims) and (l) for each  
9 of the foregoing, their respective officers, directors, agents, employees, equity holders, attorneys,  
10 financial advisors, accountants, and other duly authorized employed Professionals in this Chapter  
11 11 Case.

12                   1.1.66. “**Exculpation**” means the treatment of an Exculpated Party under, or the  
13 effect of, the Exculpation Clause.

14                   1.1.67. “**Exculpation Clause**” means Section 13.6 of this Plan.

15                   1.1.68. “**Executory Contract**” means a contract to which the Debtor is a party that  
16 is subject to assumption or rejection under Sections 365 or 1123 of the Bankruptcy Code.

17                   1.1.69. “**Executory Contract Cure Schedule**” means the schedule, if any, filed  
18 by the Debtor as part of a Plan Supplement setting forth the amount the Debtor asserts is required  
19 to be paid pursuant to Section 365(b)(1) of the Bankruptcy Code in connection with the Debtor’s  
20 assumption of any Executory Contract.

21                   1.1.70. “**Executory Contract Rejection Schedule**” means a schedule that may be,  
22 but is not required to be, filed by the Debtor as part of the Plan Supplement, identifying any  
23 Executory Contracts to be rejected by the Debtor as of the Effective Date of the Plan.

24                   1.1.71. “**Exit Facility**” means the new senior secured lending facility that RCBO  
25 will enter into with the Exit Facility Lender on the Effective Date, the form of which shall be  
26 included in the Plan Supplement.

27                   1.1.72. “**Exit Facility Documents**” means the documents evidencing the Exit  
28

1 Facility.

2 1.1.73. “**Exit Facility Lender**” means RCC as the Entity financing the Exit  
3 Facility.

4 1.1.74. “**Fee Claim**” means a Claim under Sections 328, 330, 331, 503, or 1103 of  
5 the Bankruptcy Code for compensation of a Professional or other Entity for services provided to the  
6 Debtor or Committee, or expenses incurred in the course of providing services to the Estate, during  
7 the Chapter 11 Case.

8 1.1.75. “**File,**” “**Filed,**” or “**Filing**” means file, filed, or filing with the Bankruptcy  
9 Court in the Chapter 11 Case or in the District Court in the Coverage Action.

10 1.1.76. “**Final Decree**” means the decree contemplated under Bankruptcy Rule  
11 3022.

12 1.1.77. “**Final Determination**” shall have the meaning ascribed to such term in  
13 Section 9.8.2 of this Plan.

14 1.1.78. “**Final Distribution**” shall have the meaning ascribed to such term in  
15 Section 9.8.3.4 of this Plan.

16 1.1.79. “**Final Order**” means an order or judgment of the Bankruptcy Court (or  
17 any other court) entered by the Bankruptcy Court (or any other court) on the docket in the Chapter  
18 11 Case (or the docket of such other court), which has not been reversed, stayed, modified, amended,  
19 or vacated, and as to which: (a) the time to appeal, petition for *certiorari*, or move for a new trial,  
20 stay, reargument, or rehearing has expired and as to which no appeal, petition for *certiorari*, or  
21 motion for new trial, stay, reargument, or rehearing shall be pending, or (b) if an appeal, writ of  
22 *certiorari*, new trial, stay, reargument, or rehearing thereof has been sought, such order or judgment  
23 of the Bankruptcy Court (or other court) shall have been affirmed by the highest court to which such  
24 order was appealed, or *certiorari* shall have been denied, or a new trial, stay, reargument, or  
25 rehearing shall have been denied or resulted in no modification of such order, and the time to take  
26 any further appeal, petition for *certiorari*, or move for a new trial, stay, reargument, or rehearing  
27 shall have expired, as a result of which such order shall have become final in accordance with  
28

1 Bankruptcy Rule 8002; *provided, however*, that the possibility that a motion under Rule 60 of the  
2 Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed  
3 relating to such order shall not cause an order not to be a Final Order.

4 1.1.80. “**General Unsecured Claim**” means an Unsecured Claim that is not an  
5 Abuse Claim, Unknown Abuse Claim, or Non-Abuse Litigation Claim.

6 1.1.81. “**Governmental Unit**” shall have the meaning set forth in Section 101(27)  
7 of the Bankruptcy Code.

8 1.1.82. “**Hand**” means *Hand v. Farmers Ins. Exchange*, 23 Cal. App.4th 1847  
9 (1994).

10 1.1.83. “**Holder**” means a Person or Entity with ownership or legal control of a  
11 Claim, including without limitation an Abuse Claim.

12 1.1.84. “**Immediate Payment**” means a one-time irrevocable and indefeasible  
13 distribution of \$50,000 paid to an Abuse Claimant with an Allowed Abuse Claim who elects the  
14 Immediate Payment option from the Survivors’ Trust without objection and on the terms and  
15 conditions set forth in this Plan.

16 1.1.85. “**Immediate Payment Election Deadline**” shall have the meaning  
17 ascribed to such term in Section 9.7 of this Plan.

18 1.1.86. “**Immediate Payment Notice**” means a notice to Holders of Abuse Claims  
19 informing them of their right to elect the Immediate Payment, and which may be signed and returned  
20 to the Survivors’ Trustee to indicate the election of a Holder to receive the Immediate Payment in  
21 lieu of any further distributions.

22 1.1.87. “**Impaired**” means, with respect to a Class of Claims, a Class of Claims  
23 that is not Unimpaired.

24 1.1.88. “**Initial Debtor Contribution**” shall have the meaning ascribed to such  
25 term in Section 9.3.1 of this Plan.

26 1.1.89. “**Initial Determination**” shall have the meaning ascribed to such term in  
27 Section 9.8.1 of this Plan.

1                   1.1.90. “**Initial Distribution**” shall have the meaning ascribed to such term in  
2 Section 9.8.3.2 of this Plan.

3                   1.1.91. “**Initial RCWC Contribution**” shall have the meaning ascribed to such  
4 term in Section 9.3.2.1 of this Plan.

5                   1.1.92. “**Initial Reserve**” shall have the meaning ascribed to such term in Section  
6 9.8.3.2 of this Plan.

7                   1.1.93. “**Insurance Assignment**” means the transaction described in Section 8.1  
8 of the Plan, subject to the terms of the Plan, the Abuse Insurance Policies, and applicable law.

9                   1.1.94. “**Insurance Action**” means any Claim, Cause of Action, or right of the  
10 Debtor or another Released Party, excluding a Settling Insurer, under the laws of any jurisdiction,  
11 whether sounding in contract, tort, or otherwise (including equity and bad faith) against any Non-  
12 Settling Insurer, including but not limited to Claims asserted in the Coverage Action, arising from  
13 or related to: (a) any such Non-Settling Insurer’s failure to provide coverage or otherwise pay under  
14 Abuse Insurance Coverage; (b) any conduct by any Non-Settling Insurer constituting “bad faith”  
15 conduct that could give rise to extra-contractual damages, or other wrongful conduct under  
16 applicable Law; (c) the refusal of any Non-Settling Insurer to compromise and settle any Abuse  
17 Claim under or pursuant to any Abuse Insurance Policy; (d) indemnity and payment of any Abuse  
18 Claim; (e) the interpretation or enforcement of the terms of any Abuse Insurance Policy with respect  
19 to any Abuse Claim; or (f) any other Claims under, arising out of or relating to an Abuse Insurance  
20 Policy or Abuse Insurance Coverage, including Claims asserted in the Insurance Coverage Action.  
21 The term “Insurance Action” includes any Claims against a Non-Settling Insurer for reimbursement  
22 of all unpaid defense costs or related expenses under any Non-Settling Insurer’s Abuse Insurance  
23 Policy incurred by the Debtor; provided that the Debtor shall not be required to pay over to the  
24 Survivors’ Trust any reimbursement of defense costs or related expenses received by the Debtor  
25 from an Insurer prior to the Effective Date. For the avoidance of doubt, no Claim, Cause of Action,  
26 or right of the Debtor or another Released Party, excluding a Settling Insurer, against any Settling  
27 Insurer shall be deemed an Insurance Action.

1                   1.1.95.    “**Insurance and Benefit Reserves**” means funds held as reserves for or  
2 otherwise for funding of the Debtor’s insurance premium and self-insurance obligations and  
3 employee benefit obligations, including funds held in the following accounts, as defined in the  
4 *Debtor’s Motion for Interim and Final Orders Authorizing the Debtor to (I) (A) Continue Existing*  
5 *Cash Management System, (B) Honor Certain Prepetition Obligations Related to the Use Thereof,*  
6 *(C) Continue Intercompany Arrangements, (D) Maintain Existing Bank Accounts and Business*  
7 *Forms, and (E) Continue Use of Existing Credit Card Accounts; and (II) Waive Certain*  
8 *Requirements of 11 U.S.C. § 345(b)* [Docket No. 16]: (i) the Restricted FSA Account, (ii) Restricted  
9 Benefit Plans Account, (iii) Restricted WC/Package Insurance Account, (iv) and Restricted SIR  
10 Imprest Account.

11                   1.1.96.    “**Insurance Recoveries**” means the rights to any proceeds, including any  
12 interest or income earned thereon, and other relief, from (a) any award, judgment, relief, or other  
13 determination entered or made as to any Insurance Action, including regarding any Causes of Action  
14 related to or arising in connection with any Insurance Actions; (b) any amounts payable by an Insurer  
15 under any settlement agreement with the Debtor, a Released Party or a Settling Insurer regarding  
16 Insurance Actions; and (c) any proceeds of any Abuse Insurance Policy payable to the Debtor, a  
17 Released Party or a Settling Insurer regarding Insurance Actions; provided that Insurance  
18 Recoveries shall not include (y) defense costs and related expenses paid to the Debtor by any Insurer  
19 pursuant to an Abuse Insurance Policy prior to the Effective Date and (z) recoveries of an Insurer  
20 under any agreement or contract providing reinsurance to the Insurer.

21                   1.1.97.    “**Insurance Settlement Agreement**” means any settlement agreement  
22 among (i) the Debtor and any Settling Insurer, if executed and approved by a Final Order of the  
23 Bankruptcy Court before the Effective Date, or (ii) the Survivors’ Trust and any Settling Insurer, if  
24 executed after the Effective Date.

25                   1.1.98.    “**Insurers**” means the defendants in the Coverage Action.

26                   1.1.99.    “**Lien**” means any mortgage, pledge, deed of trust, assessment, security  
27 interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, including any  
28

1 “lien” as defined in Section 101(37) of the Bankruptcy Code, or a conditional sale contract, title  
2 retention contract or other contract to give any of the foregoing.

3 1.1.100. “**Litigation Claim**” means a Trust Claim whose Holder elects the  
4 Litigation Option.

5 1.1.101. “**Litigation Claim Award**” means a judgment or verdict determining that  
6 the Debtor and/or any Released Party is/are liable to a Litigation Claimant on account of a Litigation  
7 Claim.

8 1.1.102. “**Litigation Claimant**” means a Trust Claimant who has elected the  
9 Litigation Option.

10 1.1.103. “**Litigation Option**” means a Trust Claimant’s election to pursue a  
11 Litigation Claim.

12 1.1.104. “**Litigation Option Notice**” shall have the meaning ascribed to such term  
13 in Section 9.8.4 of this Plan.

14 1.1.105. “**Livermore Option**” shall have the meaning ascribed to such term in  
15 Section 9.3.4 of this Plan.

16 1.1.106. “**Livermore Property**” means the real property owned by Adventus  
17 having a street address of 3658 Las Colinas Road, Livermore, California, and bearing the legal  
18 description set forth on Schedule 1.1.106 attached hereto.

19 1.1.107. “**Mediators**” means, individually and collectively: (i) the Honorable  
20 Christopher Sontchi (Ret.), Sontchi, LLC; (ii) Jeffrey Krivis, Mediation Offices of Jeffrey Krivis;  
21 (iii) Timothy Gallagher, The Gallagher Law Group; and (iv) the Honorable Randall J. Newsome  
22 (Ret.), Randall Newsome ADR.

23 1.1.108. “**Non-Abuse Claims**” means all Claims pending against the Debtor  
24 asserting Causes of Action unrelated to Abuse, including Non-Abuse Litigation Claims.

25 1.1.109. “**Non-Abuse Litigation Claims**” means Claims arising out of litigation  
26 pending against the Debtor prior to the Petition Date asserting Causes of Action unrelated to Abuse  
27 or based on asserted personal injury occurred prior to the Petition Date and unrelated to Abuse.

1 1.1.110. “**Non-Abuse Litigation Reserve**” means the Cash reserve to be  
2 established by the Reorganized Debtor pursuant to Section 12.7.2 of the Plan to pay Non-Abuse  
3 Litigation Claims.

4 1.1.111. “**Non-Debtor Catholic Entity**” means any of the following: RCC,  
5 RCWC, the Oakland Parochial Fund, Lumen Christi Academies of the Roman Catholic Diocese of  
6 Oakland, CCCEB, The Oakland Society for the Propagation of the Faith, Catholic Charities of the  
7 Diocese of Oakland, Inc. (d/b/a Catholic Charities of the East Bay), Catholic Church Support  
8 Services (d/b/a Catholic Management Services), Furrer Properties, Inc., Adventus, Catholic  
9 Foundation for the Diocese of Oakland, Christ the Light Cathedral Corporation, or any religious  
10 order.

11 1.1.112. “**Non-Settling Insurer**” means any insurer who issued a Non-Settling  
12 Insurer Policy who has not executed a final and binding Insurance Settlement Agreement.

13 1.1.113. “**Non-Settling Insurer Policy**” means any Abuse Insurance Policy issued  
14 by a Non-Settling Insurer.

15 1.1.114. “**Payment Obligations**” shall have the meaning ascribed to such term in  
16 Section 8.4 of this Plan.

17 1.1.115. “**Person**” shall have the meaning set forth in Section 101(41) of the  
18 Bankruptcy Code.

19 1.1.116. “**Petition Date**” means May 8, 2023, the date on which the Chapter 11  
20 Case commenced in the Bankruptcy Court.

21 1.1.117. “**Plan**” shall have the meaning ascribed to such term in the Introduction  
22 Section hereof.

23 1.1.118. “**Plan Documents**” means this Plan, the Plan Supplement, all appendices  
24 and exhibits to the forgoing, the CCCEB Settlement Documents, the Survivors’ Trust Documents,  
25 the Confirmation Order, and any other documents created, executed, or entered into pursuant to the  
26 Plan.

27 1.1.119. “**Plan Payment Period**” shall have the meaning ascribed to such term in  
28

1 Section 9.3.1.3 of this Plan.

2 1.1.120. “**Plan Summary**” means the *Executive Summary, Frequently Asked*  
3 *Questions, and General Information Regarding Debtor’s Fourth Amended Plan of Reorganization*  
4 (as amended, supplemented, or modified from time to time) filed in the Chapter 11 Case, including  
5 all exhibits and schedules thereto and references therein that relate to the Plan, and that is prepared  
6 and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other  
7 applicable law. The Plan Summary attaches the Third Amended Disclosure Statement.

8 1.1.121. “**Plan Supplement**” means the compilation of documents and forms of  
9 documents, schedules, and exhibits to the Plan (as amended, supplemented, or modified from time  
10 to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules),  
11 to be Filed no later than ten (10) Business Days before the deadline for filing objections to  
12 confirmation of the Plan or such other date as may be set by the Bankruptcy Court, and additional  
13 documents or amendments to previously Filed documents, Filed before the Effective Date as  
14 amendments to the Plan Supplement, including without limitation the following: (a) the Exit Facility  
15 Documents, (b) the Executory Contract Cure Schedule, (c) the Executory Contract Rejection  
16 Schedule, (d) the CCCEB Settlement Documents, (e) the form of the Survivors’ Trust Agreement,  
17 (f) the form of the Survivors’ Trust Distribution Plan, (g) the form of the RCWC Release, (h) the  
18 form of the RCWC Escrow Agreement and (i) the form of the Immediate Payment Notice.

19 1.1.122. “**Post-Confirmation Notice List**” means the list of Persons or Entities to  
20 receive notice of matters after the Confirmation Date, specifically: (a) the Reorganized Debtor; (b)  
21 the Survivors’ Trustee; (c) the Office of the United States Trustee; (d) Persons against whom relief  
22 is sought; and (e) Persons who request notice of such matters through a written request that is filed  
23 with the Bankruptcy Court and served on the Debtor not earlier than the Confirmation Date.

24 1.1.123. “**Post-Effective Date Insurance Settlement**” shall have the meaning  
25 ascribed to such term in Section 9.2.8 of this Plan.

26 1.1.124. “**Preliminary Abuse Claim Allowance Deadline**” means the date that is  
27 sixty (60) days following the Effective Date, or if such date is not a Business Day, then the next  
28

1 Business Day thereafter.

2 1.1.125. “**Priest Long-Term Care Plan**” means the long-term care plan maintained  
3 by the Debtor for priests employed by the Debtor, Churches, and Non-Debtor Catholic Entities.

4 1.1.126. “**Priority Tax Claim**” means any Claim of a Governmental Unit under  
5 Section 507(a)(8) of the Bankruptcy Code.

6 1.1.127. “**Priority Unsecured Claim**” means any Claim against the Debtor that is  
7 entitled to priority in right of payment under Section 507(a) of the Bankruptcy Code, other than an  
8 Administrative Expense Claim or a Priority Tax Claim.

9 1.1.128. “**Privileged Communications**” shall have the meaning ascribed to such  
10 term in Section 8.6 of this Plan.

11 1.1.129. “**Professional**” means any Person or Entity employed by the Debtor, the  
12 Committee, or the Estate in the Chapter 11 Case under Sections 327 or 1103 of the Bankruptcy  
13 Code, any of the Mediators, or any Person or Entity seeking compensation or reimbursement of  
14 expenses under Section 503(b)(4) of the Bankruptcy Code.

15 1.1.130. “**Proof of Claim**” means a Claim, along with any supporting  
16 documentation, Filed against the Debtor in the Chapter 11 Case.

17 1.1.131. “**RCBO**” shall have the meaning ascribed to such term in the Introduction  
18 Section hereof.

19 1.1.132. “**RCC**” means the Roman Catholic Cemeteries of the Diocese of Oakland,  
20 a non-profit religious corporation, separate and distinct from RCBO.

21 1.1.133. “**RCC Pre-Petition Loan Documents**” means the documents  
22 documenting RCC’s prepetition Secured Claim.

23 1.1.134. “**RCWC**” means the Roman Catholic Welfare Corporation of Oakland, a  
24 non-profit religious corporation, separate and distinct from RCBO. This definition includes any  
25 school RCWC managed, manages, administered, administers, operated, or operates.

26 1.1.135. “**RCWC Claimant**” shall have the meaning ascribed to such term in  
27 Section 9.3.2.5 of this Plan.

28

1 1.1.136. “**RCWC Escrow**” means an escrow account administered pursuant to the  
2 terms of the RCWC Escrow Agreement by a third-party escrow agent who shall be identified in the  
3 RCWC Escrow Agreement (the “**RCWC Escrow Agent**”). For the avoidance of doubt, the RCWC  
4 Escrow Agent shall not be a Non-Debtor Catholic Entity.

5 1.1.137. “**RCWC Escrow Agreement**” means an escrow agreement between  
6 RCWC, the Survivors’ Trustee, and the RCWC Escrow Agent, which shall be in substantially the  
7 form Filed with the Plan Supplement.

8 1.1.138. “**RCWC Release**” means a release, which shall become effective as  
9 provided in Section 9.3.2.3 hereof, in a form filed with the Plan Supplement and approved by the  
10 Bankruptcy Court in the Confirmation Order, by which a Holder of an Abuse Claim may  
11 consensually release RCWC, including its current and former directors, managers, officers,  
12 employees, predecessors, successors, assigns, managed accounts or funds, agents, advisory board  
13 members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, and  
14 other professionals, of any and all claims that have been asserted or might be asserted by such Holder  
15 based on any conduct occurring before the Effective Date of the Plan.

16 1.1.139. “**Rejection Claim**” means a Claim for rejection damages arising out of the  
17 rejection of an Executory Contract or Unexpired Lease by the Debtor, whether the rejection occurs  
18 through an order of the Bankruptcy Court approving a motion to reject an Executory Contract or  
19 Unexpired Lease or through confirmation of this Plan or any other chapter 11 plan.

20 1.1.140. “**Rejection Claims Bar Date**” means, as to a particular Rejection Claim,  
21 the date that is the earlier of (a) sixty (60) calendar days following the entry of an order rejecting an  
22 Executory Contract or Unexpired Lease, the rejection of which gave rise to the Rejection Claim, or  
23 (b) thirty (30) days after entry of the Confirmation Order.

24 1.1.141. “**Released Parties**” means collectively: (a) the Debtor, (b) the  
25 Reorganized Debtor, (c) the Churches, none of whom are separately incorporated from the Debtor  
26 and whose releases under the Plan shall be one and the same as, and not separate from or in addition  
27 to, the releases of the Debtor and Reorganized Debtor and (d) with respect to each of the foregoing  
28

1 Persons and Entities in clauses (a) through (c), such Person and their, or such Entity and its, current  
2 and former directors, managers, officers, employees, predecessors, successors, assigns, managed  
3 accounts or funds, agents, advisory board members, financial advisors, partners, attorneys,  
4 accountants, investment bankers, consultants, and other professionals; *provided, however*, this term  
5 expressly excludes (i) any Person accused of committing a physical act of Abuse upon an Abuse  
6 Claimant or their predecessor(s)-in-interest, (ii) any Non-Debtor Catholic Entity (except that RCWC  
7 may receive the RCWC Release pursuant to Section 9.3.2 of the Plan) , and (iii) any Catholic diocese  
8 or archdiocese other than the Debtor or Reorganized Debtor. For the avoidance of doubt, RCWC  
9 shall not be deemed a Released Party hereunder, because each RCWC Release will be governed by  
10 its terms.

11 1.1.142. “**Released RCWC Claims**” means Abuse Claims the Holders of which  
12 have executed RCWC Releases and such Abuse Claims have been released pursuant to the terms  
13 hereof.

14 1.1.143. “**Releases**” means the release of any Claim or Cause of Action in favor of  
15 Released Parties as set forth in Section 13.8 of the Plan given by the persons or entities listed in  
16 subparagraphs (a) through (b) of this Section of the Plan (collectively, the “**Releasing Parties**”):  
17 (a) the Released Parties; and (b) with respect to each of the foregoing Persons and Entities in clause  
18 (a), such Person and their, or such Entity and its, current and former directors, managers, officers,  
19 employees, equity holders (regardless of whether such interests are held directly or indirectly),  
20 interest holders, predecessors, successors, and assigns, subsidiaries, affiliates, managed accounts or  
21 funds, and each of their respective current and former equity holders, officers, directors, managers,  
22 principals, shareholders, members, management companies, fund advisors, employees, agents,  
23 advisory board members, financial advisors, partners, attorneys, accountants, investment bankers,  
24 consultants, representatives, and other professionals. For the avoidance of doubt, (i) “Releasing  
25 Parties” excludes Non-Settling Insurers and (ii) Non-Settling Insurers are not giving any Releases  
26 to Released Parties under the Plan.

27 1.1.144. “**Reorganized Debtor**” means the Debtor upon the occurrence of the  
28

1 Effective Date and thereafter.

2 1.1.145. “**Restricted Assets Adversary Proceeding**” means the adversary  
3 proceeding captioned *The Official Committee of Unsecured Creditors of the Roman Catholic Bishop*  
4 *of Oakland v. The Roman Catholic Bishop of Oakland (In re: The Roman Catholic Bishop of*  
5 *Oakland)*, Adv. Pro. No. 24-04051 (Bankr. N.D. Cal.).

6 1.1.146. “**Review Determination**” shall have the meaning ascribed to such term in  
7 Section 9.8.2 of this Plan.

8 1.1.147. “**Schedules**” means, to the extent required, the schedules of assets and  
9 liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial  
10 affairs Filed by the Debtor under Section 521 of the Bankruptcy Code, as the same may have been  
11 amended, modified, or supplemented from time to time.

12 1.1.148. “**Secured**” means, when referring to a Claim, a Claim: (a) secured by a  
13 Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable  
14 pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff  
15 pursuant to Section 553 of the Bankruptcy Code, to the extent of the value of the Creditor’s interest  
16 in an Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable,  
17 as determined pursuant to Section 506(a) of the Bankruptcy Code; or (b) otherwise Allowed by the  
18 Plan as a Secured Claim.

19 1.1.149. “**SERP**” means the Diocese of Oakland Priests Supplemental Retirement  
20 Plan.

21 1.1.150. “**Settling Insurer**” means any Insurer with whom (i) the Debtor executes  
22 a settlement agreement before the Effective Date, or (ii) the Survivors’ Trust executes a settlement  
23 agreement on or after the Effective Date.

24 1.1.151. “**Survivors’ Trust**” means the trust created for the benefit of the  
25 Survivors’ Trust Beneficiaries in accordance with this Plan, the Confirmation Order, and the  
26 Survivors’ Trust Agreement.

27 1.1.152. “**Survivors’ Trust Advisory Committee**” means the Entity created under  
28

1 Section 9.1.3 of the Plan.

2 1.1.153. “**Survivors’ Trust Agreement**” means the agreement establishing the  
3 Survivors’ Trust in conformity with the provisions of the Plan approved in the Confirmation Order  
4 and entered into by the Reorganized Debtor on behalf of the Survivors’ Trust Beneficiaries and the  
5 Survivors’ Trustee on the Effective Date, pursuant to the terms of the Plan. A copy of the form of  
6 the Survivors’ Trust Agreement shall be Filed with the Plan Supplement.

7 1.1.154. “**Survivors’ Trust Assets**” means collectively, whether contributed on or  
8 after the Effective Date, and including all proceeds thereof, (i) the Debtor Cash Contribution, (ii)  
9 the RCWC Contribution (if any), (iii) any proceeds of Insurance Settlement Agreements realized by  
10 the Debtor (before the Effective Date) or the Survivors’ Trust (after the Effective Date), (iv) the  
11 Assigned Insurance Interests, and (v) the Causes of Action asserted in the Restricted Assets  
12 Adversary Proceeding.

13 1.1.155. “**Survivors’ Trust Beneficiaries**” means Holders of Allowed Class 4 and  
14 Class 5 Claims.

15 1.1.156. “**Survivors’ Trust Distribution Plan**” means the plan and guidelines for  
16 distributing liquid assets of the Survivors’ Trust to Abuse Claimants and Unknown Abuse Claims,  
17 the form of which shall be filed with the Plan Supplement.

18 1.1.157. “**Survivors’ Trust Documents**” means all documents necessary to  
19 establish and administer the Survivors’ Trust, including without limitation the Survivors’ Trust  
20 Agreement and the Survivors’ Trust Distribution Plan.

21 1.1.158. “**Survivors’ Trustee**” means the Person appointed by the Bankruptcy  
22 Court as trustee of the Survivors’ Trust in accordance with the terms of the Plan, the order  
23 confirming the Plan, and the Survivors’ Trust Documents, or any of their successors.

24 1.1.159. “**Target Policy**” means any Insurance Policy issued by a Non-Settling  
25 Insurer that is alleged to afford insurance coverage for any Litigation Claim or whose carrier is  
26 alleged to be a defendant in any Insurance Action.

27 1.1.160. “**Tax Code**” means the Internal Revenue Code of 1986, as amended.

28

1                   1.1.161. “**Third Amended Disclosure Statement**” means the *Third Amended*  
2 *Disclosure Statement for Debtor’s Third Amended Plan of Reorganization* filed in the Chapter 11  
3 Case at docket number 1874, including all exhibits and schedules thereto and references therein that  
4 relate to the Plan.

5                   1.1.162. “**Treasury Regulations**” has the meaning ascribed to such term in Section  
6 9.1.2 of this Plan.

7                   1.1.163. “**Trust Claimant**” means the Holder of a Trust Claim.

8                   1.1.164. “**Trust Claims**” means the Abuse Claims of Holders who have not elected  
9 to receive an Immediate Payment, which Claims shall be reviewed and allocated a percentage of the  
10 Survivors’ Trust recovery pool based on numerical scaling factors (but not based on alleged dollar  
11 value of the Claim) by the Abuse Claims Reviewer pursuant to the procedures set forth in the  
12 Survivors’ Trust Documents.

13                   1.1.165. “**Trust Collateral Property**” means real estate titled in the name of the  
14 Debtor against which a Debtor Contribution Deed of Trust is recorded pursuant to Section 9.3.1.6  
15 hereof.

16                   1.1.166. “**U.S. Trustee**” means the Office of the United States Trustee for Region  
17 17, which includes the Northern District of California.

18                   1.1.167. “**U.S. Trustee Fees**” means quarterly fees owed to the U.S. Trustee under  
19 28 U.S.C. § 1930(a)(6).

20                   1.1.168. “**Unclassified Claims**” has the meaning ascribed to such term in Section  
21 2.2 of this Plan.

22                   1.1.169. “**Unexpired Lease**” means a lease of nonresidential real property to which  
23 the Debtor is a party that is subject to assumption or rejection under Sections 365 or 1123 of the  
24 Bankruptcy Code.

25                   1.1.170. “**Unimpaired**” means, with respect to a Class of Claims, a Claim that is  
26 unimpaired within the meaning of Section 1124 of the Bankruptcy Code, including without  
27 limitation through payment in full in Cash.

28

1 1.1.171. “**Unknown Abuse Claim**” means an Abuse Claim arising out of an alleged  
2 act of sexual abuse that occurred on or before the Effective Date for which (a) no Proof of Claim  
3 was Filed or deemed timely Filed on or before the Claims Bar Date, or (b) a Proof of Claim was  
4 Filed after the Claims Bar Date or otherwise submitted to the Survivors’ Trustee, if such Abuse  
5 Claim was not untimely under California state law (*e.g.* not discovered or reasonably discoverable  
6 before the Claims Bar Date, or subject to a new law re-opening the claims window).

7 1.1.172. “**Unknown Abuse Claims Representative**” means the Person or Entity  
8 appointed by the Bankruptcy Court to represent the interests of Holders of Unknown Abuse Claims,  
9 including without limitation for actions to be taken on behalf of Holders of Unknown Abuse Claims  
10 under this Plan.

11 1.1.173. “**Unknown Abuse Claims Reserve**” means the reserve established on the  
12 Effective Date pursuant to the Survivors’ Trust Documents for the benefit of Holders of Class 5  
13 Claims.

14 1.1.174. “**Unsecured Claim**” means a Claim, including without limitation an Abuse  
15 Claim or Unknown Abuse Claim, which is not an Administrative Claim, Fee Claim, Priority Claim,  
16 Priority Tax Claim, or Secured Claim.

17 1.1.175. “**Voting Deadline**” means the date established by the Bankruptcy Court by  
18 which ballots to accept or reject this Plan must be filed.

19 1.2. ***Construction of Terms***

20 1.2.1. The singular of any of the foregoing definitions includes the plural and vice  
21 versa where the context so requires, “includes” and “including” are not limiting, “may not” is  
22 prohibitive and not permissive, and “or” is not exclusive.

23 1.2.2. A term used in the Plan, whether or not capitalized, that is not defined in  
24 the Plan but that is used in the Bankruptcy Code, or the Bankruptcy Rules has the meaning assigned  
25 to the term in the Bankruptcy Code or Bankruptcy Rules, as applicable.

26 1.2.3. The headings in the Plan are for convenience of reference only and shall  
27 not limit or otherwise affect the provisions of the Plan.



1 that the Claim qualifies within the description of that Class and is classified in other Classes to the  
 2 extent that any remainder of the Claim qualifies within the description of such other Classes. For  
 3 purposes of this Plan, the Classes of Claims against the Debtor shall be as follows:

Class	Class Description	Status	Voting Rights
Class 1	RCC Secured Claim	Impaired	Eligible to vote
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

14  
15 **ARTICLE III**

16 **TREATMENT OF UNCLASSIFIED CLAIMS: ADMINISTRATIVE CLAIMS, PRIORITY**  
 17 **TAX CLAIMS AND UNITED STATES TRUSTEE'S FEES**

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

20 3.1. ***Administrative Expense Claims***

21 3.1.1. *Treatment of Administrative Expense Claims.* Except to the extent a Holder  
 22 of an Allowed Administrative Expense Claim agrees to less favorable treatment with respect to such  
 23 Allowed Administrative Expense Claim, each Holder of an Allowed Administrative Expense Claim  
 24 shall receive, on account of and in full and complete settlement, release and discharge of, and in  
 25 exchange for, such Claim, payment of Cash in an amount equal to such Allowed Administrative  
 26 Expense Claim on or as soon as reasonably practicable after the later of: (a) the Effective Date; (b)  
 27 the first Business Day after the date that is thirty (30) calendar days after the date such  
 28

1 Administrative Expense Claim becomes an Allowed Administrative Expense Claim; (c) such other  
2 date(s) as such Holder and the Debtor or the Reorganized Debtor shall have agreed; or (d) such other  
3 date ordered by the Bankruptcy Court; *provided, however*, Allowed Administrative Expense Claims  
4 arising in the ordinary course of the Debtor's operations during the Chapter 11 Case may be paid by  
5 the Debtor or the Reorganized Debtor (as applicable) in the ordinary course of business and in  
6 accordance with the terms and conditions of the particular agreements governing such obligations,  
7 course of dealing, course of operations, or customary practice.

8           3.1.2. *Administrative Expense Claims Bar Date.* Except as provided for herein  
9 or in any order of the Bankruptcy Court, and subject to Section 503(b)(1)(D) of the Bankruptcy  
10 Code, Holders of Administrative Expense Claims, other than a Fee Claim or a Claim for U.S.  
11 Trustee Fees, accruing on or before the Confirmation Date must file and serve on the Debtor requests  
12 for the payment of such Claims not previously Allowed by a Final Order in accordance with the  
13 procedures specified in the Confirmation Order, on or before the Administrative Expense Claims  
14 Bar Date, or such Claims shall be automatically Disallowed, forever barred from assertion, and  
15 unenforceable against the Debtor or the Reorganized Debtor, the Estate, or their property without  
16 the need for any objection or further notice to, or action, order, or approval of the Bankruptcy Court,  
17 and any such Claims shall be deemed fully satisfied, released, and discharged. Administrative  
18 Expense Claims representing obligations incurred by the Debtor or Reorganized Debtor (as  
19 applicable) after the date and time of the entry of the Confirmation Order shall not be subject to  
20 application to the Bankruptcy Court and may be paid by the Debtor or Reorganized Debtor (as  
21 applicable) in the ordinary course of business and without Bankruptcy Court approval.

22           3.2. *Priority Tax Claims.* The legal and equitable rights of Holders of Priority Tax  
23 Claims are Unimpaired under the Plan. Except to the extent a Holder of an Allowed Priority Tax  
24 Claim agrees to less favorable treatment, each Holder of an Allowed Priority Tax Claim shall receive  
25 on account of and in full and complete settlement, release and discharge of, and in exchange for,  
26 such Allowed Priority Tax Claim, Cash in an amount equal to such Allowed Priority Tax Claim on,  
27 or as soon thereafter as is reasonably practicable, the later of: (a) the Effective Date, to the extent  
28

1 such Claim is an Allowed Priority Tax Claim on the Effective Date; (b) the first Business Day after  
2 the date that is thirty (30) days after the date such Priority Tax Claim becomes an Allowed Priority  
3 Tax Claim; and (c) the date such Allowed Priority Tax Claim is due and payable in the ordinary  
4 course as such obligation becomes due; *provided, however*, that the Debtor and Reorganized Debtor  
5 each reserves the right to prepay all or a portion of any such amounts at any time under this option  
6 without penalty or premium.

7       3.3. **Fee Claims.** All Professionals or other Entities requesting the final allowance and  
8 payment of a Fee Claim for services rendered during the period from the Petition Date to and  
9 including the Effective Date shall File final applications for allowance and payment of such Fee  
10 Claims no later than the first Business Day that is forty-five (45) days after the Effective Date.  
11 Objections to any Fee Claim must be Filed and served on the Reorganized Debtor and the applicable  
12 Professional no later than the first Business Day that is 30 days after the Filing of the final fee  
13 application that relates to the Fee Claim (unless otherwise agreed by the Debtor or the Reorganized  
14 Debtor, as applicable, and the Professional requesting allowance and payment of a Fee Claim). An  
15 Allowed Fee Claim, including any amounts previously held back by Order of the Bankruptcy Court,  
16 shall be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court no later than  
17 the first Business Day that is twenty-one (21) calendar days after the entry of a Final Order Allowing  
18 the Fee Claim. The Reorganized Debtor is authorized to pay compensation for services rendered or  
19 reimbursement of expenses incurred by its Professionals after the Effective Date in the ordinary  
20 course and without the need for Bankruptcy Court approval. Unless otherwise directed by the  
21 Bankruptcy Court, all Professionals filing final fee applications shall comply with the *Order*  
22 *Appointing Fee Examiner and Establishing Procedures for Review of Interim and Final Fee*  
23 *Applications Filed by Estate Professionals* [Dkt. No. 1122] entered in the Chapter 11 Case,  
24 including any subsequent amendments.

25       3.4. **Cure Claims.** Cure Claims shall be paid in full in accordance with, and at such times  
26 as are set forth in, Section 7.2 of the Plan.

27       3.5. **United States Trustee Fees.** To the extent any U.S. Trustee Fees have become due  
28

1 before the Effective Date and have not previously been paid, then such fees shall be paid pursuant  
2 to 11 U.S.C. § 1129(a)(12) and 28 U.S.C. § 1930. Any U.S. Trustee Fees relating to the period from  
3 and after the Effective Date shall be paid as provided in Section 12.9.4 of the Plan.

#### 4 **ARTICLE IV**

#### 5 **TREATMENT OF CLASSIFIED CLAIMS**

##### 6 4.1. ***Class 1 – Secured Claim of RCC***

7 4.1.1. *Description.* Class 1 shall consist of the Allowed Secured Claim of RCC.

8 4.1.2. *Treatment.* Except to the extent RCC agrees to less favorable treatment of  
9 its Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for its  
10 Allowed Secured Claim, RCC shall receive payment in full of the amount of its Allowed Secured  
11 Claim pursuant to the terms of the RCC Prepetition Loan Documents, provided that (a) the Debtor  
12 or Reorganized Debtor, as appropriate, shall not be required to pay default interest, late payment  
13 fees, or any equivalent penalty or fee based non-payment of any principal payments that were due  
14 on or before the Effective Due; and (b) the amount of all principal payments that were due prior to  
15 the Effective Date and remain unpaid as of the Effective Date shall be amortized over the remaining  
16 term of the loan under the RCC Prepetition Loan Documents.

17 4.1.3. *Impairment and Voting.* Class 1 is Impaired under the Plan. Unless  
18 otherwise ordered by the Bankruptcy Court, each Holder of a Class 1 Claim is entitled to vote to  
19 accept or reject the Plan.

##### 20 4.2. ***Class 2 – Priority Unsecured Claims***

21 4.2.1. *Description.* Class 2 shall consist of all Allowed Priority Unsecured  
22 Claims, other than non-classified claims set forth in Article III.

23 4.2.2. *Treatment.* Except to the extent a Holder of an Allowed Priority Unsecured  
24 Claim agrees to less favorable treatment of such Claim, in full and final satisfaction, settlement,  
25 release, and discharge of and in exchange for such Allowed Priority Unsecured Claim, each such  
26 Holder shall receive payment in Cash in an amount equal to such Allowed Priority Unsecured Claim,  
27 payable on or as soon as reasonably practicable after the later of (a) the Effective Date, (b) the date  
28

1 when such Priority Unsecured Claim becomes an Allowed Priority Unsecured Claim, or (c) the date  
2 on which the Holder of such Priority Unsecured Claim and the Debtor or Reorganized Debtor, as  
3 applicable, shall otherwise agree in writing.

4 4.2.3. *Impairment and Voting.* Class 2 is Unimpaired under the Plan. Each  
5 Holder of a Class 2 Claim is conclusively presumed to have accepted the Plan under Section 1126(f)  
6 of the Bankruptcy Code and was not entitled to vote on the Plan.

7 4.3. ***Class 3 – General Unsecured Claims***

8 4.3.1. *Description.* Class 3 shall consist of all Allowed General Unsecured  
9 Claims. Class 3 does not include Abuse Claims.

10 4.3.2. *Treatment.* Except to the extent a Holder of an Allowed General  
11 Unsecured Claim (including an Allowed Rejection Claim) agrees to less favorable treatment, in full  
12 and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed  
13 General Unsecured Claim, each such Holder shall receive payment in Cash in an amount equal to  
14 such Allowed General Unsecured Claim, payable no later than the later of (a) the date that is one  
15 year after the Effective Date, (b) the date that is twenty-one (21) days after the date such General  
16 Unsecured Claim becomes an Allowed General Unsecured Claim, or (c) the date on which the  
17 Holder of such General Unsecured Claim and the Reorganized Debtor shall otherwise agree in  
18 writing.

19 4.3.3. *Impairment and Voting.* Class 3 is Impaired under the Plan. Unless  
20 otherwise ordered by the Bankruptcy Court, each Holder of a Class 3 Claim is entitled to vote to  
21 accept or reject the Plan.

22 4.4. ***Class 4 – Abuse Claims***

23 4.4.1. *Description.* Class 4 shall consist of all Allowed Abuse Claims, other than  
24 Unknown Abuse Claims.

25 4.4.2. *Treatment.* This Plan creates the Survivors' Trust to fund payments to  
26 Holders of Allowed Abuse Claims entitled to such payments under the Plan and the Survivors' Trust  
27 Documents. Except to the extent a Holder of an Allowed Abuse Claim agrees to less favorable  
28

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

7 4.4.3. *Impairment and Voting.* Class 4 Claims are Impaired under the Plan.  
8 Unless otherwise ordered by the Bankruptcy Court, each Holder of a Class 4 Claim is entitled to  
9 vote to accept or reject the Plan.

10 4.5. ***Class 5 – Unknown Abuse Claims***

11 4.5.1. *Description.* Class 5 shall consist of all Allowed Unknown Abuse Claims.

12 4.5.2. *Treatment.* The Unknown Abuse Claims Reserve shall be established on  
13 the Effective Date pursuant to the Survivors' Trust Documents. Except to the extent a Holder of an  
14 Allowed Unknown Abuse Claim agrees to less favorable treatment of such Claim, in full and final  
15 satisfaction, settlement, release, and discharge of and in exchange for such Allowed Unknown  
16 Abuse Claim, each such Holder shall receive their allocable share of the Unknown Abuse Claims  
17 Reserve at the time and in the manner set forth in Articles VIII and IX hereof and the Survivors'  
18 Trust Documents. It is intended that any payment on an Allowed Unknown Abuse Claim will  
19 constitute payment for damages on account of personal physical injuries or sickness arising from an  
20 occurrence, within the meaning of Section 104(a)(2) of the Tax Code.

21 4.5.3. *Impairment and Voting.* Class 5 Claims are Impaired under the Plan.  
22 Unless otherwise ordered by the Bankruptcy Court, the Unknown Abuse Claims Representative is  
23 entitled to vote to accept or reject the Plan on behalf of all Holders of Class 5 Claims.

24 4.6. ***Class 6 – Non-Abuse Litigation Claims***

25 4.6.1. *Description.* Class 6 shall consist of all Allowed Non-Abuse Litigation  
26 Claims.

27 4.6.2. *Treatment.* This Plan creates the Non-Abuse Litigation Reserve to fund  
28

1 payments to Holders of Allowed Non-Abuse Litigation Claims in accordance with Section 12.7 of  
2 the Plan. Except to the extent a Holder of an Allowed Non-Abuse Litigation Claim agrees to less  
3 favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge  
4 of and in exchange for such Allowed Non-Abuse Litigation Claim, each such Holder shall receive  
5 their allocable share of the Non-Abuse Litigation Reserve.

6 4.6.3. *Impairment and Voting.* Class 6 Claims are Impaired under the Plan.  
7 Unless otherwise ordered by the Bankruptcy Court, each Holder of a Class 6 Claim is entitled to  
8 vote to accept or reject the Plan.

9 4.7. ***Class 7A – Abuse Related Contribution Claims Related to Class 4 Claims***

10 4.7.1. *Description.* Class 7A shall consist of all Abuse Related Contribution  
11 Claims against the Debtor arising out of a Class 4 Claim.

12 4.7.2. *Treatment.* To the extent RCWC is a Holder of a Class 7A Claim, it shall  
13 be deemed to have waived its Class 7A Claim against the Debtor, Reorganized Debtor, the Estate,  
14 the Survivors' Trust, and any Settling Insurer in exchange for the treatment provided by this Plan.  
15 Any Holder of a Class 7A Claim other than RCWC shall have its Class 7A Claim Disallowed.

16 4.7.3. *Impairment and Voting.* Class 7A Claims are Impaired under the Plan.  
17 Holders of Class 7A Claims shall not receive a distribution under this Plan and are therefore deemed  
18 to reject the Plan.

19 4.8. ***Class 7B – Abuse Related Contribution Claims Related to Class 5 Claims***

20 4.8.1. *Description.* Class 7B shall consist of all Abuse Related Contribution  
21 Claims against the Debtor arising out of a Class 5 Claim.

22 4.8.2. *Treatment.* To the extent RCWC is a Holder of a Class 7B Claim, it shall  
23 be deemed to have waived its Class 7B Claim against the Debtor, Reorganized Debtor, the Estate,  
24 the Survivors' Trust, and any Settling Insurer in exchange for the treatment provided by this Plan.  
25 Any Holder of a Class 7B Claim other than RCWC shall have its Class 7B Claim Disallowed.

26 4.8.3. *Impairment and Voting.* Class 7B Claims are Impaired under the Plan.  
27 Holders of Class 7B Claims shall not receive a distribution under this Plan and are therefore deemed  
28

1 to reject the Plan.

2 **ARTICLE V**

3 **DISPUTED CLAIMS AND CLAIM DISTRIBUTIONS**

4 5.1. *Single Claim.* Except as otherwise provided by this Plan, a Person that holds  
5 multiple Allowed Claims based on the same indebtedness or obligation shall be deemed to have  
6 only one Allowed Claim against the Estate in an amount equal to the largest of all such similar  
7 Claims for the purposes of voting and distribution under the Plan.

8 5.2. *Claims Objections.*

9 5.2.1. *Who May Object.* Subject to the terms of this Section 5.2 or further order  
10 of the Bankruptcy Court, any party in interest shall be entitled to object to Non-Abuse Claims to the  
11 extent permitted under Section 502(a) of the Bankruptcy Code, and the Holder of any Non-Abuse  
12 Claim to which an objection is made is entitled to assert their defenses to such objection.

13 5.2.2. *Objections to Abuse Claims.* All parties in interest reserve the right to  
14 object, in the Bankruptcy Court, to Abuse Claims pursuant to Section 502(a) of the Bankruptcy  
15 Code, and Abuse Claimants reserve their defenses to such objections, *provided, however,* that from  
16 and after the Effective Date, parties in interest other than the Survivors' Trustee, including without  
17 limitation the Non-Settling Insurers, may object to Abuse Claims in the Bankruptcy Court only  
18 based on any applicable defense arising under the Bankruptcy Code (including untimeliness and any  
19 injunction barring late or unfiled claims), and (i) any determinations of the dollar amount of liability  
20 for purposes other than Survivors' Trust Distributions, and any defense based upon non-bankruptcy  
21 law, shall be made in a court of competent jurisdiction as determined under applicable non-  
22 bankruptcy law, and (ii) all determinations regarding insurance coverage shall be made in a court of  
23 competent jurisdiction or such other venue as the affected parties (including without limitation any  
24 Non-Settling Insurer) may agree; further *provided, however,* the Non-Settling Insurers shall be  
25 entitled to defend against any Litigation Claim in the non-bankruptcy court system based upon any  
26 of the objections that could otherwise have been asserted in the Chapter 11 Case, as provided in  
27 Sections 1.1.39 and 4.4 hereof and Articles VIII and IX hereof. For the avoidance of doubt, any  
28

1 party in interest, including without limitation the Debtor and any Non-Settling Insurer, may File an  
2 objection to any Abuse Claim before the Effective Date, and, the Survivors' Trustee may object to  
3 Abuse Claims at any time in accordance with the Survivors' Trust Documents and on any grounds  
4 permissible thereunder.

5           5.2.3. *Time for Objections to Claims.* The Reorganized Debtor may File an  
6 objection to any Non-Abuse Claim at any time through the closing of the Chapter 11 Case. For all  
7 other parties in interest, an objection to a Claim must be Filed on or before the Claims Objection  
8 Deadline, provided that as set forth in Section 1.1.32 hereof, the Claims Objection Deadline does  
9 not apply to any Non-Settling Insurer who agrees to defend against any Abuse Claim Holder who  
10 elects the Litigation Option as set forth in Section 5.2.2 and Articles VIII and IX hereof, as to such  
11 defense in the appropriate non-bankruptcy forum. For the avoidance of doubt, the Claim Objection  
12 Deadline shall apply to any objection by a Non-Settling Insurer filed in the Bankruptcy Court.

13           5.2.4. *Disputed Claim.* Upon the filing of an objection to a Claim, the Claim shall  
14 be a Disputed Claim.

15           5.3. *Treatment of Disputed Claims.* Until such time as some or all of an unliquidated or  
16 contingent Claim becomes Allowed or is Disallowed, such Claim will be treated as a Disputed Claim  
17 for all purposes related to Plan distributions. No distribution shall be made on account of any  
18 Disputed Claim unless and until all objections to such Disputed Claim have been settled or  
19 withdrawn or have been determined by an order which has become a non-appealable order, and the  
20 Disputed Claim has become an Allowed Claim. In the event Disputed Claims in Class 2 or Class 3  
21 have not been Allowed or Disallowed at the time of a distribution under the Plan, the Reorganized  
22 Debtor shall maintain a reasonable reserve for such Disputed Claims. The Reorganized Debtor shall  
23 not make a distribution of such reserved funds for a Disputed Claim in Class 2 or Class 3 until such  
24 Disputed Claim has been resolved by order of the Bankruptcy Court or compromise consistent with  
25 the terms of the Plan and the Bankruptcy Code. Distributions for Disputed Claims in Class 4 or  
26 Class 5 shall be as provided in the Survivors' Trust Distribution Plan and/or other Survivors' Trust  
27 Documents.

1           5.4. **Late Filed Claims.** Any Claim for which the Bar Date Order required a Proof of  
2 Claim to be submitted, but for which Claim no Proof of Claim was submitted, on or before their  
3 applicable Claims Bar Date, or which are not otherwise deemed timely or Allowed by order of the  
4 Bankruptcy Court, shall receive no distribution under this Plan. Such Claims shall be deemed  
5 Disallowed Claims and shall be expunged. The submission of a Ballot shall not constitute an  
6 amendable informal Proof of Claim or an amendment to a previously filed Proof of Claim or  
7 scheduled Claim. Any amendment to an otherwise timely filed Proof of Claim must be Filed on or  
8 before the Confirmation Date, provided that the foregoing shall not waive or modify the right of any  
9 party in interest to object to amendment of a Claim before the Confirmation Date. The Unknown  
10 Abuse Claims Representative need not submit or File a Proof of Claim on behalf of Holders of Class  
11 5 Claims as a prerequisite to vote on the Plan or for any Class 5 Claims to be deemed Allowed.  
12 Holders of Class 5 Claims, if any, shall submit their Claims in accordance with the procedure for  
13 submitting Unknown Abuse Claims under the Survivors' Trust Documents.

14           5.5. **Claim Estimation.** To effectuate distributions pursuant to the Plan and avoid undue  
15 delay in the administration of the Plan, upon and after the Effective Date the Reorganized Debtor or  
16 the Survivors' Trustee, as applicable, shall have the right to seek an order of the Bankruptcy Court  
17 pursuant to Section 502(c) of the Bankruptcy Code as to any Disputed Claim, other than Class 4 or  
18 Class 5 Claims, estimating or limiting: (i) the amount that must be withheld from or reserved for  
19 distribution purposes on account of such Disputed Claim, (ii) the amount of such Claim for  
20 allowance or disallowance purposes, or (iii) the amount of such Claim for any other purpose  
21 permitted under the Bankruptcy Code. Whether any such Claim is subject to estimation pursuant to  
22 Section 502(c) of the Bankruptcy Code, and the timing and procedures for such estimation  
23 proceedings, if any, shall be determined by the Bankruptcy Court pursuant to applicable law.

24           5.6. **No Distribution to Disallowed Claims.** No distribution shall be made on account of  
25 any Claim which (i) is not an Allowed Claim in whole or in part, or (ii) has otherwise been deemed  
26 or determined to be a Disallowed Claim.

27           5.7. **Timing of Distributions to Allowed Claims.**

28

1                   5.7.1. *Next Business Day.* Whenever any distribution to be made pursuant to the  
2 Plan would otherwise be due on a day other than a Business Day, such distribution shall be due on  
3 the immediately succeeding Business Day.

4                   5.7.2. *Timeliness.* Any distribution to be made by the Reorganized Debtor  
5 pursuant to the Plan or agreements entered into pursuant to the Plan, or by the Survivors' Trust  
6 pursuant to the Plan or Survivors' Trust Documents or agreements entered into pursuant to either,  
7 shall be deemed to have been timely made if made within fifteen (15) days after the time therefor  
8 specified in the Plan or such other agreements between the Holder of a Claim and the Debtor,  
9 Reorganized Debtor, or Survivors' Trust, as applicable. No additional interest shall accrue or be  
10 paid with respect to any distribution as a consequence of such distribution not having been made on  
11 the date specified therefor herein. For the avoidance of doubt, this Section does not modify the  
12 terms of assumed Executory Contracts or Unexpired Leases of non-residential real property.

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

19                  5.9. *Prepayment.* Notwithstanding anything to the contrary herein or in the Plan  
20 Documents, the Reorganized Debtor may prepay all or any portion of an Allowed Claim payable by  
21 the Reorganized Debtor or a note issued by the Debtor or Reorganized Debtor in payment of an  
22 Allowed Claim at any time without charge or penalty.

23                  5.10. *Delivery of Distributions.* Distributions to Holders of Allowed Claims, other than  
24 Class 4 or Class 5 Claims, will be sent to (i) the addresses set forth in any written notice of address  
25 change delivered to the Debtor or the Reorganized Debtor after the date of any related Proof of  
26 Claim; (ii) the address set forth on such Holder's Proof of Claim Filed with the Bankruptcy Court;  
27 (iii) the address set forth on the Schedules, if no Proof of Claim has been filed and no notice of  
28

1 change of address has been received; or (iv) the last known address reflected in the Debtor's books  
2 and records. Distributions to Abuse Claimants and Unknown Abuse Claimants from the Survivors'  
3 Trust Assets will be made in accordance with the Survivors' Trust Documents.

4       5.11. **Unclaimed Distributions.** If a Holder of an Allowed Claim cannot be located after  
5 reasonable effort or otherwise fails to accept a distribution within ninety (90) days following the  
6 date of such distribution, then the distribution to such Holder shall be canceled and there shall be no  
7 further distributions required with respect to such Claim.

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

15       5.13. **Provisions Governing Unimpaired Claims.** Except as otherwise provided in the  
16 Plan, nothing will affect the Debtor's or the Reorganized Debtor's rights and defenses with respect  
17 to any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable  
18 defenses to, or setoffs or recoupments against, such Unimpaired Claims.

19       5.14. **Additional Terms Regarding Class 4 and Class 5 Claims.** Except as otherwise  
20 provided herein, terms for resolution of and distribution in connection with Abuse Claims in Class  
21 4 or Class 5 shall be as provided in the Survivors' Trust Documents. For the avoidance of doubt,  
22 (i) any such Abuse Claimant shall not recover in the aggregate from the Survivors' Trust and any  
23 Non-Settling Insurer an amount greater than the amount of the judgment issued by the applicable  
24 court of competent jurisdiction on the underlying Abuse Claim, (ii) any such Abuse Claimant is not  
25 barred by this Section 5.14 from seeking extracontractual damages under the holding of ***Hand***, and  
26 (iii) all defenses and the rights of any Non-Settling Insurer to oppose any such claim by an Abuse  
27 Claimant under *Hand* are fully preserved, including that *Hand* is not a correct statement of  
28

1 applicable law and that it would not apply to any such asserted claim.

2 **ARTICLE VI**

3 **VOTING ON THE PLAN**

4 6.1. **Voting Classes.** Only Holders of Claims in Classes 1, 3, 4, 5, and 6 are Impaired and  
5 entitled to vote to accept or reject the Plan. Class 2 Claims are Unimpaired, and the Holders of such  
6 Claims are presumed to accept the Plan. Class 7A and 7B Claims are Impaired, and Holders of such  
7 Claims are presumed to reject the Plan. A Class shall have accepted this Plan if this Plan is accepted  
8 by at least two-thirds in the aggregate dollar amount, and more than one-half in number of Holders,  
9 of the Allowed Claims of such Class that have voted to either accept or reject the Plan.

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

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

19 **ARTICLE VII**

20 **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

21 7.1. **Prior Orders.** All orders of the Bankruptcy Court entered in the Chapter 11 Case  
22 authorizing the assumption or rejection of Executory Contracts or Unexpired Leases pursuant to  
23 Section 365 of the Bankruptcy Code are hereby ratified.

24 7.2. **Assumption of Contracts and Unexpired Leases.**

25 7.2.1. **Contracts to be Assumed.** Entry of the Confirmation Order shall constitute  
26 approval, pursuant to Sections 365(a) and 1123 of the Bankruptcy Code, for the assumption of each  
27 Executory Contract assumed under this Section 7.2. Each Executory Contract assumed by the  
28

1 Debtor will re-vest in, and be fully enforceable by, the Reorganized Debtor in accordance with its  
2 terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy  
3 Court authorizing and providing for its assumption, or by applicable law.

4           7.2.2. *Employee Benefits.* On the Effective Date, all Assumed Employee Benefit  
5 Plans are deemed to be, and shall be treated as, Executory Contracts under this Plan, and shall be  
6 assumed as of the Effective Date. All outstanding payments which are accrued and unpaid as of the  
7 Effective Date pursuant to the Assumed Employee Benefit Plans shall be made by the Reorganized  
8 Debtor on the later of (i) the Effective Date, (ii) as soon as practicable thereafter, or (iii) when  
9 otherwise due under the applicable Assumed Employee Benefit Plan. Such assumption shall have  
10 the effect of curing and reinstating the rights of the employee beneficiaries and shall result in the  
11 full release and satisfaction of any Claims and Causes of Action against the Debtor or defaults by  
12 the Debtor arising under any Assumed Employee Benefit Plan at any time before the Effective Date.  
13 Any Proofs of Claim filed with respect to an Assumed Employee Benefit Plan shall be deemed  
14 Disallowed Claims and expunged, without further notice to or action, order, or approval of the  
15 Bankruptcy Court.

16           7.2.3. *Assumption of Other Contracts.* Except for any Executory Contract: (i)  
17 previously rejected by order of the Bankruptcy Court, (ii) subject to a pending motion to reject  
18 before the Bankruptcy Court, (iii) previously expired or terminated pursuant to its own terms, or (iv)  
19 treated otherwise under this Plan, each Executory Contract entered into by the Debtor prior to the  
20 Petition Date shall be assumed, unless and except as otherwise provided in the Plan, Confirmation  
21 Order, or Insurance Settlement Agreement.

22           7.2.4. *Executory Contract Cure Schedule.* If the Debtor assumes one or more  
23 Executory Contracts (excluding the Assumed Employee Benefit Plans), the Debtor may, but shall  
24 not be required to, file the Executory Contract Cure Schedule with the Plan Supplement.

25           7.2.5. *Cure Amount and Payment.* As to each assumed Executory Contract, unless  
26 an Assumption Objection is filed no later than the deadline set forth below, the cure amount required  
27 under Section 365(b)(1) of the Bankruptcy Code shall be the amount set forth on the Executory  
28

1 Contract Cure Schedule, as it may be amended from time to time prior to Confirmation, or no  
2 payment if such Executory Contract is not listed on the Executory Contract Cure Schedule (for the  
3 avoidance of doubt, unless a different amount is set forth on the Executory Contract Cure Schedule,  
4 the Debtor contends that no cure payment is required). Such payment shall be made by the Debtor  
5 in full in Cash on the later of the Effective Date or when any Assumption Objection regarding the  
6 cure amount for the applicable Executory Contract is resolved by the Bankruptcy Court, or on such  
7 other terms as the parties to each such Executory Contract may otherwise agree.

8           7.2.6. *Objections to Assumption and Cure.* Any Person who (i) is a party to an  
9 Executory Contract assumed under the Plan and (ii) objects to assumption or the cure amount, must  
10 File an Assumption Objection with the Bankruptcy Court and serve the same upon interested parties.  
11 An Assumption Objection shall be accompanied by a declaration or other sufficient evidence setting  
12 forth the basis for any objection to assumption of that party's Executory Contract or Unexpired  
13 Lease, including without limitation as to the cure amount, on or before the later of: (i) the deadline  
14 set for filing of objections to confirmation of the Plan, or (ii) seven (7) days after the filing of the  
15 Executory Contract Cure Schedule (or any amendment thereto affecting such executory contract).  
16 Any Entity that fails to timely file and serve an Assumption Objection will be deemed to waive any  
17 and all objections to the proposed assumption of its Executory Contract. A hearing on the  
18 Assumption Objections will take place at the hearing on Confirmation, or as soon thereafter as the  
19 Bankruptcy Court is available.

20           7.3. *Rejection of CCCEB Lease.* In connection with and contingent upon the execution  
21 of the CCCEB Settlement, the Unexpired Lease between the Debtor and CCCEB in effect as of the  
22 Petition Date, together with any other contracts or agreements between the Debtor and CCCEB  
23 related to use or possession of the Cathedral Property, shall be rejected as of the Effective Date.

24           7.4. *Rejection of Contracts.*

25           7.4.1. *Rejected Contracts.* Any Executory Contract or Unexpired Lease listed in  
26 the Executory Contract Rejection Schedule shall be rejected as of the Effective Date. Entry of the  
27 Confirmation Order shall constitute the approval, pursuant to Section 365(a) of the Bankruptcy  
28

1 Code, of the rejection of such Executory Contracts and Unexpired Leases pursuant to the provisions  
2 of the Plan.

3 7.4.2. *Bar Date for Rejection Claims.* Any Claim arising out of the rejection of  
4 an Executory Contract or Unexpired Lease shall be a Disallowed Claim and forever barred and shall  
5 not be enforceable against the Debtor, the Reorganized Debtor, the Estate, or the Survivors' Trust  
6 and shall not be entitled to any distribution under the Plan, unless a Proof of Claim for such rejection  
7 Claim is filed and served on the Reorganized Debtor within twenty-one (21) days after the later of  
8 (a) the entry of an order of the Bankruptcy Court approving the rejection of the Executory Contract  
9 or Unexpired Lease or (b) the Confirmation Date; *provided* that nothing contained in this Plan shall  
10 extend any deadline previously approved by the Bankruptcy Court for a Person to file a Proof of  
11 Claim with respect to any Executory Contract or Unexpired Lease previously rejected in the Chapter  
12 11 Case.

13 7.4.3. *Treatment of Rejection Claims.* Any Claim arising from the rejection of an  
14 Executory Contract or Unexpired Lease shall be classified and treated as a Class 3 General  
15 Unsecured Claim against the Debtor.

## 16 **ARTICLE VIII**

### 17 **INSURANCE ASSIGNMENT AND OTHER INSURANCE MATTERS**

18 8.1. *The Insurance Assignment.* Subject to the rights of the Non-Settling Insurers set  
19 forth herein, including Sections 8.2 and 8.3 of this Plan, in addition to the Debtor Cash Contribution  
20 and contributions from RCWC being paid to the Survivors' Trust through the RCWC Escrow, the  
21 Assigned Insurance Interests shall be automatically and without further act or deed assigned and  
22 transferred to the Survivors' Trust on the Effective Date (the "**Insurance Assignment**") and the  
23 Insurance Assignment shall become effective. The Insurance Assignment shall not be construed as  
24 an assignment of the Non-Settling Insurer Policies but rather an assignment of the Debtor's and  
25 RCWC's (but solely as to Released RCWC Claims) rights and interests in the Non-Settling Insurer  
26 Policies for Abuse Claimants and the Survivors' Trust, as applicable, to directly receive proceeds  
27 and remedies for Insurance Actions available under the Non-Settling Insurers' Abuse Insurance  
28

1 Policies, notwithstanding any anti-assignment provision in or incorporated into any such Abuse  
2 Insurance Policy. Any rights, claims, interests, and benefits of the Debtor in the Non-Settling Insurer  
3 Policies, and any Claims of the Debtor against the California Insurance Guarantee Association, that  
4 are not assignable as a matter of law shall be retained by the Debtor to the fullest extent possible  
5 under applicable law. Upon the assignment of the Assigned Insurance Interests to the Survivors'  
6 Trust, an Abuse Claimant shall have the right to either (i) elect to receive the Immediate Payment  
7 under Section 9.7 hereof, or (ii) receive a distribution of the Abuse Claimant's individual allocable  
8 shares of contributions to the Survivors' Trust, pursue all available insurance coverage and remedies  
9 for Insurance Actions under the Non-Settling Insurer Policies pursuant to, and in accordance with,  
10 applicable law and the terms of the Non-Settling Insurer Policies, or both, all as set forth in Article  
11 IX hereof. Upon the assignment of the Assigned Insurance Interests to the Survivors' Trust,  
12 recourse to the Released Parties shall be limited to the Assigned Insurance Interests and any other  
13 rights or interests expressly granted to the Survivors' Trust under this Plan. In furtherance of the  
14 Insurance Assignment:

15           8.1.1. The Insurance Assignment is made free and clear of all Claims, Liens,  
16 encumbrances, or Causes of Action of any nature whatsoever pursuant to Section 363(f) of the  
17 Bankruptcy Code, except for rights and defenses of the Non-Settling Insurers, including available  
18 limits of liability for coverage of certain types of claims under one or more of the Abuse Insurance  
19 Policies that may have been reduced by certain prepetition payments made by an Insurer under any  
20 of the Abuse Insurance Policies.

21           8.1.2. The Survivors' Trust shall be solely responsible for satisfying, to the extent  
22 required under applicable law or the Abuse Insurance Policies, any premiums, deductibles, self-  
23 insured retentions, and fronting obligations arising in any way out of any and all Abuse Claims.

24           8.1.3. Upon the effectiveness of the Insurance Assignment, the Survivors' Trust  
25 shall have whatever obligations, if any, that exist under the Abuse Insurance Policies under  
26 applicable law, including without limitation all notice obligations required under the Abuse  
27 Insurance Policies and applicable law pertaining to Abuse Claims; *provided, however*, that the  
28

1 Survivors' Trust's assumption of such responsibility shall not relieve the Debtor, the Reorganized  
2 Debtor or the Released Parties from their respective obligations under the Abuse Insurance Policies  
3 as provided herein.

4 8.1.4. The Insurance Assignment is absolute upon entry of the Confirmation  
5 Order, and conditioned upon the occurrence of the Effective Date, and requires no further action by  
6 the Released Parties, the Survivors' Trust, the Bankruptcy Court, the Non-Settling Insurers, or any  
7 other Entity.

8 8.1.5. The Insurance Assignment shall be governed by, and construed in  
9 accordance with, the Bankruptcy Code and the laws of the state of California, without regard to  
10 conflict of law principles.

11 8.1.6. Subject to the terms hereof, the Insurance Assignment shall be effective to  
12 the maximum extent permissible under applicable law and the terms of the Abuse Insurance Policies.

13 8.2. ***Insurance Coverage for Abuse Claims.***

14 8.2.1. As set forth in Article IX of this Plan, Abuse Claimants who do not elect  
15 to receive an Immediate Payment may elect the Litigation Option (defined in Section 9.8.4 herein).  
16 An Abuse Claimant may only litigate coverage of such Holder's Abuse Claim under the Non-  
17 Settling Insurer's Abuse Insurance Policy(ies) by electing the Litigation Option. Only the applicable  
18 Abuse Claimant may seek recovery for such Abuse Claim against a Non-Settling Insurer pursuant  
19 to an Abuse Insurance Policy issued by such Non-Settling Insurer and the Insurance Assignment to  
20 the Survivor's Trust is subject to the exclusive rights of such Holders.

21 8.2.2. After Confirmation, any Abuse Claimant who elects the Litigation Option,  
22 i.e. to pursue the Holder's Claim in the non-bankruptcy court system against the Debtor as a nominal  
23 party only or (only to the extent permitted under applicable non-bankruptcy law) a Non-Settling  
24 Insurer, solely for the purpose of recovering from one or more Non-Settling Insurers under their  
25 respective Insurance Policies, shall be granted leave to pursue such Claim by filing in the Chapter 11  
26 Case a written statement of intent to do so by electing the Litigation Option (which may be filed  
27 under a pseudonym if the claimant's name has not been previously publicly identified, *provided* that  
28

1 (i) the notice otherwise adequately identifies the relevant Claim including the case number for the  
2 pending litigation and (ii) the claimant or his or her counsel notifies the Non-Settling Insurers of the  
3 claimant's actual name). After the expiration of ninety (90) days following the filing of such written  
4 statement, such Abuse Claimant may continue to pursue such Claim in a separate action filed in a  
5 non-bankruptcy court of competent jurisdiction as determined by applicable law, solely to seek a  
6 recovery from Abuse Insurance Policies. Affected Non-Settling Insurers shall have the right (and  
7 the obligation, to the extent so provided under their respective Abuse Insurance Policy(ies)), to  
8 defend such Claim, consistent with the terms of their Abuse Insurance Policies and applicable non-  
9 bankruptcy law. Such affected Non-Settling Insurers are also granted leave to defend against Abuse  
10 Claims and take other actions authorized in their respective Abuse Insurance Policies in response to  
11 Abuse Claims, including paying settlements to which the affected Non-Settling Insurers agree or  
12 any judgments. The Debtor (including the Estate and the Reorganized Debtor) and the Survivors'  
13 Trust will cooperate in the defense of any such claim to the extent provided under the applicable  
14 Abuse Insurance Policy or Policies and as requested by an affected Non-Settling Insurer. Nothing  
15 in this Section 8.2.2 shall diminish or alter the rights of an Abuse Claimant who elects the Litigation  
16 Option to receive a distribution from the Survivors' Trust pursuant to Section 9.8.4 herein.

17 8.2.3. If an Abuse Claimant elects the Litigation Option then, among other things,  
18 (i) the rights of affected Non-Settling Insurers to defend or associate in the defense of such Abuse  
19 Claim shall be fully preserved so that a Non-Settling Insurer who has offered to, or has an obligation  
20 to, defend may do so, and (ii) the rights of affected Non-Settling Insurers to assert all rights, claims  
21 and coverage defenses in any insurance recovery action (under Cal. Ins. Code § 11580 or otherwise)  
22 shall also be fully preserved. In any such insurance recovery action (under Cal. Ins. Code § 11580  
23 or otherwise), Abuse Claimants shall have no greater or lesser rights than the Debtor, including as  
24 to any findings of fact, conclusions of law, or rulings issued in connection with the Coverage Action  
25 or any other coverage litigation between the Debtor or the Survivors' Trust and any of the Insurers.  
26 If any Non-Settling Insurer elects not to defend an Abuse Claim in the non-bankruptcy court system  
27 after receiving proper notice and opportunity to do so, the Abuse Claimant shall be entitled to seek  
28

1 a default judgment against the Debtor as nominal party only, solely to allow such Abuse Claimant  
2 to then pursue insurance rights under Cal. Ins. Code § 11580 in accordance with the provisions in  
3 the Plan.

4 8.2.4. If an Abuse Claimant elects the Litigation Option, liquidates its Abuse  
5 Claim, and obtains a final judgment by a Final Order against a Non-Settling Insurer, such Non-  
6 Settling Insurer shall pay the amount of the judgment directly to the Holder of such Claim in  
7 accordance with, and subject to, the provisions of the Plan. The Abuse Claimant shall have the  
8 exclusive right to liquidate their Abuse Claim under the Litigation Option and pursue Coverage  
9 Claims against a Non-Settling Insurer.

10 8.3. ***Preservation of the Rights of Non-Settling Insurers.***

11 8.3.1. With respect to Non-Settling Insurers, nothing in the Plan, the Plan  
12 Documents, the Confirmation Order, or the Survivors' Trust Documents, including any provision  
13 that purports to be preemptory or supervening, shall in any way operate to, or have the effect of,  
14 impairing, altering, supplementing, changing, expanding, decreasing, or modifying (i) the terms and  
15 conditions of an Abuse Insurance Policy, (ii) the rights and obligations of the Debtor, its Estate or  
16 the Reorganized Debtor and any Non-Settling Insurers (and third-party claims administrators) under  
17 the Abuse Insurance Policies, or (iii) the coverage or benefits provided under the Abuse Insurance  
18 Policies.

19 8.3.2. With respect to the Non-Settling Insurers, notwithstanding any provision  
20 in the Plan, the Plan Documents, the Confirmation Order, or the Survivors' Trust Documents,  
21 nothing contained in any such documents or in this paragraph shall impose, or shall be deemed or  
22 construed to impose, any obligation on any Non-Settling Insurer to provide a defense for, settle, or  
23 pay any judgment with respect to, any Abuse Claim. Rather, a Non-Settling Insurer's obligations,  
24 if any, with respect to an Abuse Claim shall be determined solely by and in accordance with the  
25 applicable Abuse Insurance Policy or Abuse Insurance Policies issued by that Non-Settling Insurer  
26 subject to applicable non-bankruptcy law. Nothing in the Plan, the Plan Documents, the  
27 Confirmation Order, or the Survivors' Trust Documents shall diminish or impair, or be deemed to  
28

1 diminish or impair, the rights of any Non-Settling Insurer to defend any Abuse Claim or to assert  
2 any claim, defense, right, or counterclaim in connection with any Abuse Claim or Abuse Insurance  
3 Policy in accordance with applicable law; *provided, however*, that any claim or counterclaim for  
4 Contribution against a Settling Insurer shall be addressed as provided herein.

5 8.3.3. For all issues relating to insurance coverage concerning Non-Settling  
6 Insurers, the provisions, terms, conditions, and limitations of the applicable Abuse Insurance  
7 Policies shall control, subject to applicable non-bankruptcy law.

8 8.3.4. A Non-Settling Insurer's obligation, if any, with respect to an Abuse Claim  
9 shall be determined solely by and in accordance with the applicable Abuse Insurance Policy or  
10 Abuse Insurance Policies issued by that Non-Settling Insurer subject to applicable non-bankruptcy  
11 law. Liability with respect to any Abuse Claim for purposes of any recovery against an Abuse  
12 Insurance Policy will be determined pursuant to applicable non-bankruptcy law.

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

24 8.3.6. The determination of, qualification and estimation of Claims, and the  
25 payment of Survivors' Trust distributions is not an admission of liability by the Debtor or  
26 Reorganized Debtor (as applicable), any Non-Settling Insurer, the Survivors' Trust, or any other  
27 Person with respect to any Abuse Claims and has no *res judicata* or collateral estoppel effect on any  
28

1 Non-Settling Insurer, the Debtor, the Survivors' Trust, or any other Person, except that such  
2 determination may be introduced for the limited purpose of establishing the amount of any credit to  
3 which the Debtor (as a nominal party) or the Survivors' Trust may be entitled to offset any verdict  
4 in favor of an Abuse Claimant.

5 8.3.7. Neither the Abuse Claims Reviewer's nor Survivors' Trustee's review of  
6 Abuse Claim and determination of qualification, nor anything in the Survivors' Trust Documents  
7 (including any action or decision pursuant to the Survivors' Trust Documents, including any  
8 estimation of Claims or payment of distributions), shall constitute a trial or an adjudication on the  
9 merits, or evidence of liability or damages, in any litigation with the Non-Settling Insurer or any  
10 other Person.

11 8.3.8. With respect to Non-Settling Insurers, nothing in the Plan, the Plan  
12 Documents, the Confirmation Order, or the Survivors' Trust Documents shall, under any theory, (a)  
13 constitute a trial, a judgment, an adjudication on the merits, or evidence establishing the liability (in  
14 the aggregate or otherwise) or obligation of the Debtor or the Survivors' Trust with respect to any  
15 Abuse Claim, (b) constitute a trial, a judgment, an adjudication on the merits, or evidence (or be  
16 introduced as evidence) establishing the liability of any Non-Settling Insurer in current or  
17 subsequent litigation for any Claim, including, without limitation, any Abuse Claim, or under any  
18 Abuse Insurance Policy, (c) constitute, or be deemed to constitute (or be introduced to support) a  
19 determination of the reasonableness of the amount of any Claim, including any Abuse Claim, either  
20 individually or in the aggregate with other Claims, (d) be deemed to grant to any Person or Entity  
21 any right to sue any Non-Settling Insurer directly, in connection with a Claim, including any Abuse  
22 Claim, or any Abuse Insurance Policy, that such Person or Entity did not otherwise have under  
23 applicable non-bankruptcy law, (e) constitute a finding or determination (or be introduced to support  
24 a finding or determination) that the Debtor is a named insured, additional insured, or insured in any  
25 other way under any Abuse Insurance Policy, (f) constitute a finding or determination (or be  
26 introduced to support a finding or determination) that any Insurer in fact issued any alleged Abuse  
27 Insurance Policy or that any alleged Abuse Insurance Policy has any particular terms or conditions,  
28

1 (g) constitute a finding or determination (or be introduced to support a finding or determination)  
2 that any Insurer has any defense or indemnity obligation with respect to any Claim or Abuse Claim,  
3 or (h) constitute a finding or determination (or be introduced to support a finding or determination)  
4 on any matter at issue or which may be raised as an issue in any action, including the Coverage  
5 Action. In addition, no payment made in accordance with the Plan shall be, or be deemed to be, a  
6 waiver of any rights of any Non-Settling Insurer under any Abuse Insurance Policy.

7 8.3.9. Other than with respect to the effectiveness of the Insurance Assignment  
8 contemplated by the Plan and the findings necessary to confirm the Plan under Section 1129 of the  
9 Bankruptcy Code for such purpose only, no Non-Settling Insurer shall be bound in any current or  
10 future litigation concerning an Abuse Claim or an Abuse Insurance Policy by any factual findings  
11 or conclusions of law issued in connection with Confirmation of the Plan, and no such findings of  
12 fact or conclusions of law shall have any *res judicata* or collateral estoppel effect on any Claim,  
13 defense, right, offset, or counterclaim that has been asserted or that may be asserted in any current  
14 or subsequent litigation concerning an Abuse Claim or an Abuse Insurance Policy. Non-Settling  
15 Insurers shall retain, and be permitted to assert, (i) all of their insurance coverage defenses subject  
16 to applicable non-bankruptcy law in connection with Abuse Claims notwithstanding any provision  
17 of the Plan, the Plan Documents, or the Confirmation Order, *provided, however*, no Non-Settling  
18 Insurer may assert the Insurance Assignment as a defense to any Insurance Action nor challenge the  
19 efficacy or validity of the Insurance Assignment, and (ii) all of the Debtor's defenses to liability,  
20 both legal and equitable, in connection with any asserted Abuse Claim, and the Non-Settling  
21 Insurers' rights to assert all such underlying defenses and insurance coverage defenses in connection  
22 with Abuse Claims will not be impaired in any way by the Plan, the Plan Documents, the  
23 Confirmation Order, or the Survivors' Trust Documents, but shall be subject to applicable non-  
24 bankruptcy law.

25 8.3.10. Any disputes regarding a Non-Settling Insurer's liability for Abuse Claims  
26 and/or coverage therefor under any Abuse Insurance Policy shall be resolved under applicable non-  
27 bankruptcy law in a court of competent jurisdiction or such other venue as the affected parties  
28

1 (including the Non-Settling Insurer(s)) may agree.

2 8.3.11. Nothing herein shall limit the ability of any Non-Settling Insurer to agree  
3 to different terms or treatment of its Abuse Insurance Policies as part of a consensual settlement  
4 with the Debtor, RCWC, the Survivors' Trust, and/or Abuse Claimants.

5 8.3.12. Any Non-Settling Insurer's legal, equitable, or contractual rights and  
6 obligations relating to the Abuse Insurance Policies issued by such Non-Settling Insurer shall be  
7 determined under applicable non-bankruptcy law. Nothing in the Plan shall be construed to impair  
8 or diminish the Debtor's or any Non-Settling Insurer's legal, equitable, or contractual rights or  
9 obligations under any Abuse Insurance Policy including, but not limited to, the ability to negotiate  
10 resolution of any dispute. The Non-Settling Insurers reserve (and expressly do not waive) all policy  
11 defenses and Claims, including without limitation all rights and defenses concerning cooperation,  
12 offsets, recoupments, deductions, deductibles, self-insured retentions, and all rights and defenses  
13 provided in their policies. The Non-Settling Insurers also reserve all objections to any Abuse Claim  
14 available to a party of interest in this Chapter 11 Case and any such objections are preserved and  
15 may be asserted by Non-Settling Insurers as a defense to coverage in Abuse Claim Litigation  
16 commenced by a Litigation Claimant. For the avoidance of doubt, nothing herein shall restrict the  
17 Survivors' Trust from resolving or making a distribution on account of any Abuse Claims without  
18 the consent of any Non-Settling Insurer.

19 8.3.13. Except as expressly stated herein, any coverage issues involving the Non-  
20 Settling Insurers or the Abuse Insurance Policies issued by the Non-Settling Insurers shall be  
21 determined in accordance with applicable non-bankruptcy law. All positions and arguments with  
22 respect to available coverage under such Abuse Insurance Policies shall be fully preserved for  
23 assertion by the Non-Settling Insurers and the Abuse Claimants in any litigation of coverage issues.  
24 Subject to the terms of the Plan, each Non-Settling Insurer and each Abuse Claimant reserves their  
25 rights, if any, to (i) bring proceedings concerning the application and interpretation of the terms of  
26 the Abuse Insurance Policies and rights thereunder, as well as whether defense and/or indemnity are  
27 owed under the Abuse Insurance Policies, and (ii) oppose any such proceeding commenced by any  
28

1 other Person or Entity in any court of appropriate jurisdiction as determined under applicable non-  
2 bankruptcy law; *provided, however*, because the Debtor will have received a discharge under the  
3 Plan, any effort to collect from Abuse Insurance Policies issued by the Non-Settling Insurers to  
4 satisfy an Abuse Claim after Confirmation of the Plan shall be sought individually by the applicable  
5 Abuse Claimant after such Abuse Claimant's Abuse Claim has been liquidated as provided herein.  
6 Any disputes regarding a Non-Settling Insurer's liability for Abuse Claims (after such Abuse Claim  
7 has been liquidated under the provisions set forth above) and/or coverage therefor under Abuse  
8 Insurance Policies shall be resolved under applicable non-bankruptcy law in a court of competent  
9 jurisdiction or such other venue as the affected parties (including the Non-Settling Insurer(s)) may  
10 agree.

11           8.3.14. The limitations in this Section 8.3 are for the benefit of the Non-Settling  
12 Insurers to preserve their ability to assert the Debtor's defenses to Abuse Claims as well as Non-  
13 Settling Insurers' own coverage defenses. For the avoidance of doubt, the Debtor (and the  
14 Reorganized Debtor, as applicable) reserves its right to enforce the Plan, including without  
15 limitation its discharge, and to the benefits of any settlements reached with Settling Insurers,  
16 provided that the foregoing will not limit the protections afforded to the Non-Settling Insurers  
17 herein. All parties in interest in this Chapter 11 Case shall retain the right to enforce the Claims Bar  
18 Date Order (as amended) and all confidentiality orders issued in the Chapter 11 Case.

19           8.3.15. The foregoing provisions of Section 8.3 hereof shall be incorporated into  
20 the Confirmation Order.

21           8.4. ***Scope of Plan Injunctions.*** Any injunction under the Plan or Confirmation Order  
22 shall not enjoin a Non-Settling Insurer's right to assert any Claims against the Survivors' Trust for  
23 contribution, subrogation, indemnification, reimbursement, or other similar Causes of Action  
24 (collectively, "**Contribution**") for any Settling Insurer's alleged share or equitable share relating to  
25 the defense and/or indemnity obligation for any Abuse Claim, or for any Cause of Action released  
26 in any Insurance Settlement Agreements. If a Non-Settling Insurer asserts it has (a) Contribution  
27 Claims directly or indirectly arising out of or in any way relating to such Non-Settling Insurer's  
28

1 payment of loss on behalf of the Debtor or defense expenses incurred in any action that should have  
2 been paid by or are otherwise attributable to a Settling Insurer related to any Abuse Claim or (b)  
3 rights to recover any self-insured retentions/obligations and/or deductibles (collectively, "**Payment**  
4 **Obligations**") in connection with its payment of defense and/or indemnity related to an Abuse  
5 Claim, then (x) such Contribution Claims or Payment Obligations may be asserted as a setoff,  
6 defense, or counterclaim against any Abuse Claimant and/or the Survivors' Trust in any insurance  
7 action or insurance recovery action (under Cal. Ins. Code § 11580 or otherwise) involving such  
8 Non-Settling Insurer and (y) to the extent such Contribution Claims or Payment Obligations are  
9 determined to be valid, the liability (if any) of such Non-Settling Insurer to the Holder of the Abuse  
10 Claim or the Survivors' Trust shall be reduced by the amount of such Contribution Claims or  
11 Payment Obligations, *provided* that if any such Contribution Claim exceeds the liability of such  
12 Non-Settling Insurer to the Survivors' Trust, the Non-Settling Insurer does not waive any excess  
13 claim and may seek affirmative recovery from the Survivors' Trust. To the extent payment of a  
14 self-insured retention is a condition to a Non-Settling Insurer's obligation to provide defense or  
15 indemnity under applicable non-bankruptcy law and the Non-Settling Insurer's applicable insurance  
16 policies, the failure of the Survivors' Trust to pay such self-insured retention to the Non- Settling  
17 Insurer shall result in the Non-Settling Insurer having the right to argue that such failure of payment  
18 is a complete defense to any claim for coverage by the Non-Settling Insurer to, or related to, any  
19 claim for recovery of insurance from the Non-Settling Insurer.

20           8.5. *Non-Settling Insurers' Contribution Claims Against Settling Insurers.* In any  
21 action, including the Coverage Action, involving an Abuse Claimant and one or more Non-Settling  
22 Insurers, where a Non-Settling Insurer has asserted, asserts, or could assert any Contribution Claim  
23 against any of the Settling Insurers or the Survivors' Trust, and such Contribution Claims are  
24 determined by the court presiding over such Claims to be valid, then any judgment or award obtained  
25 against such Non-Settling Insurer by such Abuse Claimant shall be automatically reduced by the  
26 amount, if any, that the Survivors' Trust or any of the Settling Insurers is liable to pay such Non-  
27 Settling Insurer as a result of the Non-Settling Insurer's Contribution Claim, so that the Contribution  
28

1 Claim is thereby satisfied and extinguished; *provided, however*, that, as against the Survivors' Trust  
2 (as successor to the Debtor), a Non-Settling Insurer may only assert any such Contribution Claim  
3 for the payment of a deductible or self-insured retention. The Settling Insurers shall be required to  
4 cooperate in good faith with the Debtor, the Reorganized Debtor, and/or the Survivors' Trust to take  
5 commercially reasonable steps to defend against any Contribution Claim by a Non-Settling Insurer.

6       8.6. **Cooperation.** The Survivors' Trust and the Debtor (including the Estate and the  
7 Reorganized Debtor) shall have the obligation as provided in the Abuse Insurance Policies to  
8 cooperate with the Non-Settling Insurers with respect to the investigation and defense of Abuse  
9 Claims pursuant to the terms of the Non-Settling Insurers' respective Abuse Insurance Policies,  
10 including with respect to preserving any documents relevant to liability or coverage disputes,  
11 making documents and witnesses available to the Non-Settling Insurers concerning such disputes,  
12 and maintaining privilege with regard to the defense. The Reorganized Debtor and its agents will  
13 not voluntarily waive any privilege under non-bankruptcy law applicable to documents or  
14 communications related to alleged Abuse Claims (collectively, "**Privileged Communications**").  
15 Without limiting the generality of the foregoing, neither the Reorganized Debtor nor its agents shall  
16 provide the Survivors' Trust or any Abuse Claimant with any Privileged Communications, absent  
17 the express consent of all affected Non-Settling Insurers or a court order compelling such a  
18 production. The Reorganized Debtor shall provide prompt notice of any requests and/or motions to  
19 compel disclosure of Privileged Communications and cooperate with affected Insurers with respect  
20 to the same. The Non-Settling Insurers reserve all coverage defenses with respect to any current or  
21 future failure to cooperate. The Debtor and the Survivors' Trust reserve all rights under the  
22 applicable Abuse Insurance Policies of the Non-Settling Insurers. The terms of the Plan (including  
23 Articles VIII and IX hereof) constitute a voluntary agreement by the Non-Settling Insurers to the  
24 Insurance Assignment, and such terms shall not be deemed to be an involuntary order to that effect.

25       8.7. **Reductions In Non-Settling Insurers' Liability.** No Abuse Claimant who elects the  
26 Litigation Option shall recover in the aggregate from the Survivors' Trust and any Non-Settling  
27 Insurer an amount greater than the total amount of the judgment entered by the applicable court of  
28

1 competent jurisdiction on such Holder's underlying Abuse Claim, subject to the terms of Section  
2 5.14 herein. A Non-Settling Insurer shall have all rights available under non-bankruptcy law to  
3 assert, seek, and enforce any right to offset, recoup, or otherwise reduce its liability on any such  
4 entered judgment, including without limitation all rights available under non-bankruptcy law to  
5 assert, seek, and recover on such claims against the Survivors' Trust. For the avoidance of doubt,  
6 such Abuse Claimant is not barred by this Section 8.7 from seeking extracontractual damages under  
7 the *Hand* holding, and all defenses and the rights of any Non-Settling Insurer to oppose any such  
8 claim by an Abuse Claimant under *Hand* are fully preserved, including without limitation that *Hand*  
9 is not a correct statement of applicable law and that it would not apply to any such asserted claim.

10 8.8. ***Settling Insurers.***

11 8.8.1. *Pre-Confirmation Insurance Settlement Agreements.* If, before  
12 Confirmation, an Insurer enters into an Insurance Settlement Agreement with the Debtor under  
13 which the Insurer becomes a Settling Insurer hereunder upon entry of the Confirmation Order, the  
14 Debtor shall file with the Plan Supplement any provisions required by the proposed Settling Insurer,  
15 and agreed to by the Debtor, to be made a part of this Plan. Any such provisions set forth in the  
16 Plan Supplement shall be deemed incorporated into this Section as part of the Plan. Any Insurer  
17 that becomes a Settling Insurer shall receive the treatment as may be provided in any Insurer  
18 Settlement Agreement approved by a Final Order. Each Insurance Settlement Agreement is  
19 effective and binding upon all Persons who have notice, and any of the foregoing Persons'  
20 successors and assigns, upon the entry of a Final Order approving the Insurance Settlement  
21 Agreement and satisfaction of all conditions precedent, provided that such Insurance Settlement  
22 Agreement shall not affect the rights of any remaining Non-Settling Insurers. All payments by a  
23 Settling Insurer shall occur, and all releases contained in an Insurance Settlement Agreement shall  
24 be effective, according to the terms of each such agreement unless otherwise ordered by the  
25 Bankruptcy Court. Any court-approved pre-Confirmation Insurance Settlement Agreements shall  
26 survive the Confirmation and the Effective Date.

27 8.8.2. *Terms.* The rights of the parties under any Insurance Settlement Agreement  
28

1 shall be determined exclusively under the applicable Insurance Settlement Agreement and those  
2 provisions of the Final Order approving such Insurance Settlement Agreement, the Plan, and the  
3 Confirmation Order.

4 8.8.3. *Sale Free and Clear.* Each Settling Insurer Abuse Insurance Policy shall  
5 be sold to the issuing Settling Insurer, pursuant to Sections 105, 363, and 1123 of the Bankruptcy  
6 Code, free and clear of all Liens and Claims of all Persons, to the extent provided for in each  
7 applicable Insurance Settlement Agreement, *provided* that such sale shall not affect the rights of any  
8 remaining Non-Settling Insurers.

9 8.8.4. *Timing.* The injunctions, releases, and discharges to which any Settling  
10 Insurer is entitled pursuant to such Insurance Settlement Agreement, the Plan, the Confirmation  
11 Order, the Final Order approving the Insurance Settlement Agreement, and the Bankruptcy Code  
12 shall become effective pursuant to the terms of such Insurance Settlement Agreement.

13 8.8.5. *Contribution Claims of Settling Insurers.* Each Settling Insurer agrees that  
14 it will not pursue any Abuse Related Contribution Claim that it might have against any other Insurer  
15 (a) whose Contribution Claim against Settling Insurers is satisfied and extinguished entirely; or (b)  
16 that does not make an Abuse Related Contribution Claim against the Settling Insurer, or any of  
17 them. If, in the future, a Non-Settling Insurer releases its Abuse Related Contribution Claims, if  
18 any such exist, that it may have against the Settling Insurers, then such released Settling Insurer  
19 shall release its Abuse Related Contribution Claims against such releasing Insurer. If any Non-  
20 Settling Insurer asserts a Claim directly against the Survivors' Trust arising from or concerning one  
21 or more Settling Insurers' Abuse Insurance Policies, any Abuse Related Contribution Claim of the  
22 Settling Insurers shall be transferred to the Survivors' Trust, and the Survivors' Trust shall be  
23 authorized to assert the Contribution Claims of such Settling Insurer against such Non-Settling  
24 Insurer.

25 8.9. *The Coverage Action.* On the Effective Date, claims asserted in the Coverage Action  
26 other than claims constituting Debtor Extracontractual Insurance Actions shall be dismissed without  
27 prejudice to (a) any Holder of an Abuse Claim to elect the Litigation Option as provided herein and  
28

1 pursue an Insurance Action, subject to Section 9.8.4 hereof, and (b) the Survivors' Trust to pursue  
2 an Insurance Settlement Agreement with any Non-Settling Insurer on or after the Effective Date or  
3 to pursue any Debtor Extracontractual Insurance Actions, including without limitation  
4 Extracontractual Insurance Actions the Debtor asserted in the Coverage Action. On or promptly  
5 after the Effective Date, the Survivor's Trust shall be substituted as plaintiff in the Coverage Action  
6 for purposes of asserting Debtor Extracontractual Insurance Actions. The Holder of an Abuse Claim  
7 electing the Litigation Option and the Survivors' Trust, as applicable, shall have all rights of the  
8 Debtor to pursue recoveries against any Non-Settling Insurer; *provided, however*, any such Non-  
9 Settling Insurer shall have all defenses and Claims available under its Non-Settling Insurance  
10 Policy(ies) and may assert any defense or objection to any such Claim a party in interest could have  
11 asserted under the Bankruptcy Code or an order of the Bankruptcy Court in the Chapter 11 Case.  
12 For the avoidance of doubt, the Survivors' Trust shall have no right to pursue recoveries in the  
13 Coverage Action against any Settling Insurer.

## 14 **ARTICLE IX**

### 15 **THE SURVIVORS' TRUST**

16 9.1. *Creation of the Survivors' Trust, Appointment of Survivors' Trustee, and*  
17 *Survivors' Trust Advisory Committee.*

18 9.1.1. *Establishment and Purpose of the Survivors' Trust.* On the Effective Date,  
19 the Survivors' Trust shall be established in accordance with the Survivors' Trust Documents. The  
20 Survivors' Trust will, upon its creation, and without limitation: (1) assume liability for all Abuse  
21 Claims, including without limitation Unknown Abuse Claims, against the Debtor, RCWC (but  
22 solely as to Released RCWC Claims), and any Settling Insurers; and (2) receive, hold, administer,  
23 liquidate, and distribute the Survivors' Trust Assets in accordance with this Plan and the Survivors'  
24 Trust Documents. The Survivors' Trust shall administer, process, settle, resolve, liquidate, satisfy,  
25 and make Trust Distributions in such a way that Abuse Claimants are treated equitably and in a  
26 substantially similar manner, subject to the applicable terms of the Plan Documents and the  
27 Survivors' Trust Documents. From and after the Effective Date, (x) the Abuse Claims and Unknown  
28

1 Abuse Claims against the Debtor, (y) the Released RCWC Claims, and (z) Insurance Actions against  
2 any Settling Insurer in connection with such Claims, shall be channeled to the Survivors' Trust  
3 pursuant to the Channeling Injunction set forth in Section 13.11 of the Plan and may be asserted  
4 only and exclusively against the Survivors' Trust, subject to the right of Litigation Claimants to  
5 name the Debtor and/or RCWC (but solely as to Released RCWC Claims) as a nominal defendant  
6 as provided in the Plan. The Survivors' Trust shall have no liability for Non-Abuse Litigation  
7 Claims. Holders of Non-Abuse Litigation Claims shall have no recourse to the Survivors' Trust  
8 with respect to such Claims.

9           9.1.2. *Qualified Settlement Fund.* The Survivors' Trust is intended to qualify as  
10 a "qualified settlement fund" pursuant to Section 468B of the Tax Code and the regulations  
11 promulgated thereunder (the "**Treasury Regulations**"). The Debtor shall be the "transferor" within  
12 the meaning of Treasury Regulation Section 1.468B-1(d)(1). The Survivors' Trustee shall be the  
13 "administrator" of the Survivors' Trust within the meaning of Treasury Regulation Section 1.468B-  
14 2(k)(3).

15           9.1.3. *Survivors' Trust Advisory Committee.* The Plan and Trust Agreement  
16 provide for the creation of a Survivors' Trust Advisory Committee, which shall initially consist of  
17 those members of the Committee, or their designees, who agree to serve on the Survivors' Trust  
18 Advisory Committee. The members of the Survivors' Trust Advisory Committee shall have only  
19 such limited rights, duties and powers as set forth in the Plan and Survivors' Trust Agreement. The  
20 process for appointing replacement members of the Survivors' Trust Advisory Committee shall be  
21 provided in the Survivors' Trust Agreement. Upon termination of the Survivors' Trust, or as  
22 otherwise provided in the Survivors' Trust Agreement, the Survivors' Trust Advisory Committee  
23 shall be deemed dissolved and discharged of and from all further authority, duties, responsibilities,  
24 and obligations with respect to or in connection with the Survivors' Trust and the Chapter 11 Case.  
25 Except for the reimbursement of reasonable actual costs and expenses incurred in connection with  
26 their duties as members of the Survivors' Trust Advisory Committee, the members of the Survivors'  
27 Trust Advisory Committee shall serve without compensation. Reasonable expenses incurred by  
28

1 members of the Survivors' Trust Advisory Committee shall be promptly paid by the Survivors'  
2 Trust without need for approval of the Bankruptcy Court. For the avoidance of doubt, none of the  
3 Released Parties or Settling Insurers shall be responsible for any fees, costs, or expenses associated  
4 with the Survivors' Trust Advisory Committee. Except with respect to Insurance Settlement  
5 Agreements entered into by the Survivors' Trust after the Effective Date and certain other matters  
6 set forth in the Survivors' Trust Documents, the Survivors' Trust Advisory Committee is intended  
7 to be consultative in nature and assist the Survivors' Trustee in the independent exercise of the  
8 Survivors' Trustee's duties.

9           9.2. ***Appointment and Powers of the Survivors' Trustee.*** On the Confirmation Date, the  
10 Bankruptcy Court shall appoint the Survivors' Trustee to serve in accordance with, and who shall  
11 have the functions and rights provided in, the Survivors' Trust Documents. Any successor  
12 Survivors' Trustee shall be appointed in accordance with the terms of the Survivors' Trust  
13 Documents. For purposes of the Survivors' Trustee performing his or her duties and fulfilling his  
14 or her obligations under the Survivors' Trust and the Plan, the Survivors' Trust and the Survivors'  
15 Trustee shall be deemed to be "parties in interest" within the meaning of Section 1109(b) of the  
16 Bankruptcy Code. The Survivors' Trustee shall have such powers and duties as are set forth in the  
17 Survivors' Trust Documents, including without limitation the following:

18           9.2.1. ***Survivors' Trustee as Fiduciary.*** The Survivors' Trustee shall be deemed  
19 to be a fiduciary of the Survivors' Trust under the terms of the Survivors' Trust Agreement and shall  
20 have all rights, powers, authority, responsibilities, and benefits under California law specified in the  
21 Plan and as reflected in the Survivors' Trust Agreement, including commencing, prosecuting or  
22 settling causes of action, enforcing contracts, and asserting Claims, defenses, offsets and privileges.  
23 If there is any inconsistency or ambiguity between the Confirmation Order and the Survivors' Trust  
24 Agreement with respect to the Survivors' Trustee's authority to act, the provisions of the Survivors'  
25 Trust Agreement shall control.

26           9.2.2. ***Liquidation of Survivors' Trust Assets.*** The Survivors' Trustee shall  
27 liquidate and convert to Cash the Survivors' Trust Assets, make timely distributions, and not unduly  
28

1 prolong the duration of the Survivors' Trust. The Survivors' Trustee may also abandon any property  
2 which the Survivors' Trustee determines in the Survivors' Trustee's reasonable discretion to be of  
3 *de minimis* value or of more burden than the value of the Survivors' Trust.

4 9.2.3. *Protection of Survivors' Trust Assets.* The Survivors' Trustee shall protect  
5 and enforce the rights in and to the Survivors' Trust Assets under the Survivors' Trust Documents.

6 9.2.4. *Bank Accounts of the Survivors' Trust.* The Survivors' Trustee may open  
7 and maintain bank accounts on behalf of the Survivors' Trust to deposit funds in and draw checks  
8 on the bank accounts as appropriate under the Survivors' Trust Documents. Notwithstanding  
9 anything herein to the contrary, the Survivors' Trustee may open and maintain bank accounts on  
10 behalf of the Survivors' Trust after Confirmation but before the Effective Date.

11 9.2.5. *Insurance.* The Survivors' Trustee shall obtain all reasonably available  
12 insurance coverage with respect to any property that is, or may in the future become, a Survivors'  
13 Trust Asset.

14 9.2.6. *Non-Settling Insurance.* The Survivors' Trustee may use the Trust Assets  
15 to prosecute Debtor Extracontractual Insurance Actions against the Non-Settling Insurers and to  
16 pursue Post-Effective Date Insurance Settlement Agreements. If the Survivors' Trust successfully  
17 resolves a Debtor Extracontractual Insurance Action or otherwise receives a recovery of insurance  
18 proceeds relating to any Abuse Claim from a Non-Settling Insurer, such proceeds shall become  
19 Trust Assets available to pay, and shall increase the amount available to pay, Abuse Claims,  
20 pursuant to the Survivors' Trust Distribution Plan.

21 9.2.7. *Taxes.* The Survivors' Trustee may request an expedited determination of  
22 taxes of the Survivors' Trust under Section 505(b) of the Bankruptcy Code for all returns filed for,  
23 or on behalf of, the Survivors' Trust for all taxable periods through the dissolution of the Survivors'  
24 Trust.

25 9.2.8. *Settlements With Non-Settling Insurers.* Notwithstanding any present  
26 exclusionary language in the Plan, after the Effective Date, any Non-Settling Insurer may enter into  
27 an Insurance Settlement Agreement with the Survivors' Trustee (a "**Post-Effective Date Insurance**  
28

1 **Settlement Agreement**"); *provided, however,* that the Survivors' Trustee shall File a notice with  
2 the Bankruptcy Court within thirty (30) days of entering into any such Post-Effective Date Insurance  
3 Settlement and the Insurer that is a party to the Post-Effective Date Insurance Settlement (and any  
4 related Persons or Representatives, as applicable) shall be deemed to be a Settling Insurer for all  
5 purposes hereunder. Subject to the terms of the Survivors' Trust Documents, any Post-Effective  
6 Date Insurance Settlement and amendments thereto shall be binding and effective without approval  
7 of or any other action by the Bankruptcy Court; *provided further, however,* that no Post-Effective  
8 Date Insurance Settlement Agreement shall impair the rights of any other Non-Settling Insurers,  
9 including those rights set forth herein. No settlement (whether in the Plan or otherwise) as among  
10 any of the Debtor, its Estate, the Survivors' Trust, any Abuse Claimant, and the Settling Insurers,  
11 including Payment Obligations, shall bind a Non-Settling Insurer in any way without its consent.

12 9.3. **Property and Funding of the Survivors' Trust.** The Survivors' Trust shall be funded  
13 with (i) aggregate Cash contributions from the Debtor and Reorganized Debtor (as applicable) of  
14 \$150 million, (ii) any Cash contributions from RCWC pursuant to Section 9.3.2 hereof; (iii) any  
15 proceeds held by the Debtor or the Reorganized Debtor on account of Insurance Settlement  
16 Agreements as set forth in this Section 9.3, and (iv) the Assigned Insurance Interests. These  
17 contributions to the Survivors' Trust shall be made according to the schedule set forth in this Section  
18 9.3. The Debtor Cash Contribution and any portion of the RCWC Contribution shall be made in  
19 respect of the uninsured exposure of the Debtor for Abuse Claims (including Unknown Abuse  
20 Claims) and of RCWC (solely as to the Released RCWC Claims), including, but not limited to,  
21 years in which no Abuse Insurance Policies are available and, to the extent required under applicable  
22 law, when a self-insured retention or deductible must be satisfied to access potential coverage under  
23 Non-Settling Insurer Policies. The Debtor Contribution and any RCWC Contribution are not, and  
24 shall not be construed as, a discharge and/or release of any Abuse Claim (including any Unknown  
25 Abuse Claim) covered or alleged to be covered under any of the Non-Settling Insurer Policies.  
26 Notwithstanding the foregoing, the Debtor and RCWC (solely as to the Released RCWC Claims)  
27 shall have no further financial obligations under this Plan or the Plan Documents to Holders of  
28

1 Allowed Abuse Claims, including Allowed Unknown Abuse Claims, other than the obligations  
2 required to be paid to the Survivors' Trust in Section 9.3 hereof.

3 9.3.1. *Debtor Cash Contribution.* On the Effective Date of the Plan, the Debtor  
4 shall transfer \$40 million, plus any remaining DIP Availability, in good and available funds to the  
5 Survivors' Trust using wiring instructions provided by the Survivors' Trustee (the "**Initial Debtor**  
6 **Contribution**"). The Survivors' Trust shall also receive Cash from the Debtor as follows  
7 (collectively, the "**Additional Debtor Contributions**" and together with the Initial Debtor  
8 Contribution, the "**Debtor Cash Contribution**");

9 9.3.1.1. No later than the date that is one year after the Effective Date,  
10 the Debtor shall transfer no less than \$6 million in good and available funds to the Survivors'  
11 Trust using wiring instructions provided by the Survivors' Trustee.

12 9.3.1.2. No later than the date that is two years after the Effective  
13 Date, the Debtor shall transfer no less than \$5.9 million in good and available funds to the  
14 Survivors' Trust using wiring instructions provided by the Survivors' Trustee.

15 9.3.1.3. No later than the date that is three years and six months after  
16 the Effective Date (such time between the Effective Date and such date, the "**Plan Payment**  
17 **Period**"), the Debtor shall transfer the remaining balance of the total Debtor Cash  
18 Contribution of \$150 million, up to \$98.1 million, in good and available funds to the  
19 Survivors' Trust using wiring instructions provided by the Survivors' Trustee.

20 9.3.1.4. *Timing of Payments.* During the Plan Payment Period, the  
21 Debtor shall pay to the Survivors' Trust (i) any payments owed the Survivors' Trust under  
22 Section 9.3.1.5 hereof no later than the deadline set forth therein and (ii) the net proceeds  
23 (after reimbursement of the Reorganized Debtor's closing costs and attorneys' fees, if any)  
24 realized from the closing of any sale of Trust Collateral Property, with such payment(s) to  
25 occur contemporaneously with the closing of such sale. In each instance, such payment(s)  
26 shall be made regardless of whether the payment(s) cause the Debtor to exceed the minimum  
27 transfers described in Sections 9.3.1.1 and 9.3.1.2 hereof. At any time during the Plan  
28

1 Payment Period, the Reorganized Debtor may, in its sole discretion, transfer unrestricted  
2 Cash to the Survivors' Trust to be credited dollar-for-dollar against the amount of the  
3 Additional Debtor Contribution outstanding at the time of such transfer.

4 9.3.1.5. *Restricted Assets Adversary Proceeding.* On the Effective  
5 Date of the Plan, the Restricted Assets Adversary Proceeding and all surviving claims  
6 asserted therein shall be assigned to the Survivors' Trust. The Survivors' Trust shall succeed  
7 the Committee as plaintiff in the Restricted Assets Adversary Proceeding upon the  
8 Survivors' Trust filing a Notice of Substitution of Parties no earlier than the Effective Date  
9 and no later than 14 days after the Effective Date, which substitution shall be approved in  
10 the Confirmation Order. If the Court enters a Final Order in the Restricted Assets Adversary  
11 Proceeding (the "Adversary Proceeding Order") declaring any of the Shielded Assets (as  
12 defined in the First Amended Adversary Complaint for Declaratory Relief) are unrestricted  
13 funds and property of the Debtor's Estate that the Debtor may use, and that is available to  
14 the Debtor, to pay creditors under applicable law ("Converted Assets"), all Cash declared to  
15 be Converted Assets in the Adversary Proceeding Order shall be transferred from the holder  
16 of the Converted Assets to the Survivors' Trust within 60 days of the Adversary Proceeding  
17 Order becoming final and non-appealable; provided, however, to the extent the Committee  
18 claims in the Restricted Assets Adversary Proceeding the Debtor's Insurance and Benefit  
19 Reserves are or should be declared Converted Assets, the Survivors' Trust shall dismiss any  
20 such claims concurrently with its substitution for the Committee and all Insurance and  
21 Benefit Reserves shall vest in the Reorganized Debtor on the Effective Date; provided  
22 further, however, the Reorganized Debtor and Survivors' Trust, or the successor of either,  
23 may resolve the Restricted Assets Adversary Proceeding without entry of the Adversary  
24 Proceeding Order on terms that are not inconsistent with the Plan or Confirmation Order.

25 9.3.1.6. *Debtor Contribution Deeds of Trust.* To secure the  
26 Additional Debtor Contribution, the Debtor shall grant the Survivors' Trust a Lien on the  
27 real property listed on Schedule 9.3.1.6, to be filed with the Plan Supplement. The Liens  
28

1 shall be memorialized in deeds of trust to be executed and delivered on the Effective Date  
2 (such agreement being a “**Debtor Contribution Deed of Trust**”). Such real property shall  
3 be valued by Hilco Real Estate, LLC in an amount of no less than one hundred percent  
4 (100%) of the Additional Debtor Contribution. At the closing of any sale of Trust Collateral  
5 Property, the Survivors’ Trust shall deliver and the Reorganized Debtor (or its agent or  
6 representative) shall record a release of the Debtor Contribution Deed of Trust recorded  
7 against such Trust Collateral Property. Within 14 days of the timely satisfaction of the  
8 Debtor Cash Contribution, the Survivors’ Trust shall release any remaining Debtor  
9 Contribution Deeds of Trust.

10 9.3.2. *Contributions from RCWC.* In support of the Plan, RCWC will contribute  
11 \$30,000,000.00 (the “**RCWC Cash Contribution**”) in good and available funds to the RCWC Escrow  
12 on the schedule set forth below.

13 9.3.2.1. *Contributions to RCWC Escrow.* \$7,700,000.00 of the  
14 RCWC Cash Contribution (the “**Initial RCWC Contribution**”) will be paid to the RCWC  
15 Escrow on the Effective Date, the balance to be paid between the Effective Date and the date  
16 that is six months after the three-year anniversary of the Effective Date, with the minimum  
17 amounts to be paid on or before each anniversary of the Effective Date as follows:

- 18 (a) No later than the date that is one year after the Effective Date, RCWC  
19 shall transfer no less than \$3 million in good and available funds to the  
20 RCWC Escrow.
- 21 (b) No later than the date that is two years after the Effective Date, RCWC  
22 shall transfer no less than \$6 million in good and available funds to the  
23 RCWC Escrow.
- 24 (c) No later than the date that is three years and six months after the Effective  
25 Date, RCWC shall transfer the remaining balance of the total RCWC  
26 Cash Contribution of \$30 million, up to \$13,300,000, in good and  
27 available funds to the RCWC Escrow.
- 28

1 (d) During the Plan Payment Period, RCWC (i) shall pay to the RCWC  
2 Escrow the net proceeds (after reimbursement of closing costs and  
3 attorneys' fees, if any) realized from the closing of any sale of  
4 unencumbered real estate titled in the name of RCWC, regardless of  
5 whether such payment(s) cause RCWC to exceed the minimum transfers  
6 described in Sections 9.3.2.1(a)-(c) hereof and (ii) may transfer  
7 unrestricted Cash to the RCWC Escrow at any time, in its sole discretion,  
8 to be credited dollar-for-dollar against the amount of the RCWC Cash  
9 Contribution outstanding at the time of such transfer.

10 9.3.2.2. *Survivors' Trust Withdrawals from RCWC Escrow.* The  
11 Survivors' Trust shall receive distributions from the RCWC Escrow in accordance with the  
12 Survivors' Trust Documents and the RCWC Escrow Agreement. The Survivors' Trust  
13 Documents and the RCWC Escrow Agreement shall provide that distributions to the  
14 Survivors' Trust from the RCWC Escrow shall not commence until after the Preliminary  
15 Abuse Claim Allowance Deadline, after which the funds in the RCWC Escrow shall be  
16 released and transferred to the Survivors' Trust as Holders of Class 4 Claims whom the  
17 Abuse Claims Reviewer determines asserted a valid, compensable Claim against RCWC in  
18 the Holder's Proof of Claim (an "**RCWC Claimant**") execute and return a RCWC Release  
19 to counsel for RCWC, the Reorganized Debtor and the Survivors' Trustee. The Survivors'  
20 Trustee shall have sole responsibility for providing a copy of each RCWC Release and notice  
21 of the Final Determination for each RCWC Claimant to the RCWC Escrow Agent, each  
22 pursuant to the terms of and procedures set forth in the RCWC Escrow Agreement. For each  
23 RCWC Claimant who executes a RCWC Release, the RCWC Escrow Agent shall release to  
24 the Survivors' Trust such RCWC Claimant's *pro rata* share of the RCWC Cash Contribution  
25 no later than five (5) Business Days after the RCWC Escrow Agent has received both (i) the  
26 RCWC Release executed by such RCWC Claimant, and (ii) notice of the Final  
27 Determination for such RCWC Claimant, provided the *pro rata* share of the RCWC Cash  
28

1 Contribution for each RCWC Claimant shall be determined by the Survivor's Trustee.

2 9.3.2.3. *Effectiveness of RCWC Releases.* As to a RCWC Claimant  
3 who has executed an RCWC Release, such RCWC Release shall become effective upon the  
4 RCWC Escrow Agent's release to the Survivors' Trust such RCWC Claimant's *pro rata*  
5 share of the RCWC Cash Contribution. The RCWC Escrow Agent shall deliver such RCWC  
6 Claimant's RCWC Release to RCWC no later than five (5) business days after the Escrow  
7 Agent's receipt of same, along with such documentation as needed to confirm the  
8 corresponding release of funds from the RCWC Escrow to the Survivors' Trust.

9 9.3.2.4. *Channeling of RCWC Claims.* Any Claim held by an RCWC  
10 Claimant who executes an RCWC Release shall be channeled to the Survivors' Trust such  
11 that the Survivors' Trust shall have the sole obligation to pay such Claim in accordance with  
12 this Plan and the Survivors' Trust Documents.

13 9.3.2.5. *Excess Funds in RCWC Escrow.* In the event all RCWC  
14 Claimants holding Allowed Claims against RCWC execute a RCWC Release, any amount  
15 remaining in the RCWC Escrow shall thereupon be transferred to the Survivors' Trust for  
16 distribution to all Abuse Claimants.

17 9.3.2.6. *Return of Remaining Balance in RCWC Escrow.* If any  
18 amount remains in the RCWC Escrow on account of an RCWC Claimant holding an  
19 Allowed Claim against RCWC having failed to execute a RCWC Release as of the three and  
20 a half-year anniversary of the Effective Date, the RCWC Escrow Agent shall return such  
21 amount, less expenses of the RCWC Escrow, to RCWC no later than thirty (30) calendar  
22 days after the later of (i) the three and a half-year anniversary of the Effective Date or (ii)  
23 distribution to the Survivors' Trust of all payments to Holders of Allowed Class 4 Claims  
24 who executed and returned to RCWC an RCWC Release on or before the three and a half-  
25 year anniversary of the Effective Date.

26 9.3.3. *Separate Contributions.* Any contribution to the Survivors' Trust by  
27 RCWC shall be in addition to and separate from the Debtor Cash Contribution.  
28

1                   9.3.4.   *Livermore Option.* Should Adventus sell part or all of the Livermore  
2 Property such that funds from any such sale are received on or before the date that is three years and  
3 six months following the Effective Date (the “**Livermore Option**”), then Adventus agrees, and the  
4 Confirmation Order shall provide, the net proceeds of each such sale shall be distributed for the  
5 benefit of the Estate in the following sequence, conditioned on the confirmation and effectiveness  
6 of this Plan:

7                   9.3.4.1.       First, to Adventus in the amount of its closing costs,  
8 including without limitation all professional fees associated with the Livermore Property and  
9 entitlement, development, and sale thereof.

10                  9.3.4.2.       Second, on behalf of the Debtor, to the Survivor’s Trust, in  
11 an amount not to exceed the amount of all remaining Debtor Contribution obligations under  
12 the Plan.

13                  9.3.4.3.       Third, should any funds remain, to Adventus.

14                  9.3.4.4.       *Payment in Full of Debtor Cash Contribution.* Should one  
15 or more sales pursuant to the Livermore Option result, when combined with all previous  
16 payments to the Survivors’ Trust by RCBO in accordance with the Plan, in the Survivors’  
17 Trust realizing the full amount owed by RCBO under the Plan, then RCBO shall thereafter  
18 have no further payment obligations to the Survivors’ Trust under the Plan.

19                  9.3.5.    *Insurance Settlement Agreements.*

20                  9.3.5.1.       *Pre-Effective Date.* In addition to the Debtor Cash  
21 Contribution, any Cash received by the Debtor on or before the Effective Date in connection  
22 with an Insurance Settlement Agreement shall be transferred to the Survivors’ Trust on the  
23 Effective Date and shall be part of the Survivors’ Trust Assets.

24                  9.3.5.2.       *Post-Effective Date.* After the Effective Date, the Survivors’  
25 Trustee may enter into such Insurance Settlement Agreements as in the Survivors’ Trustee’s  
26 business judgment and in accordance with the Survivors’ Trust Documents the Survivors’  
27 Trustee deems necessary and beneficial to the Survivors’ Trust. To the extent the Survivors’  
28

1 Trustee enters into an Insurance Settlement Agreement that covers the Abuse Claim of a  
2 Trust Claimant who elected the Litigation Option and commenced an Abuse Claim  
3 Litigation (each as defined in Section 9.8.4 hereof) (a "Settling Trust Claimant"), (i) such  
4 Abuse Claim Litigation shall be promptly dismissed to the extent the Settling Trust Claimant  
5 is seeking a determination of, and the availability of Insurance Recoveries for, the liability  
6 of a Released Party on account of the Settling Trust Claimant's Abuse Claim, (ii) within  
7 thirty (30) days after receipt of the Cash consideration of such Insurance Settlement  
8 Agreement, the Survivors' Trust shall pay the Settling Trust Claimant an amount equivalent  
9 to 50% of the Settling Trust Claimant's Trust Distribution amount, calculated based on the  
10 value of the Survivors' Trust Assets immediately before receipt of such Cash consideration  
11 from the Insurance Settlement Agreement, (iii) the Settling Trust Claimant shall be deemed  
12 to have rescinded their election of the Litigation Option in favor of the Distribution Option  
13 and the Survivors' Trustee shall be deemed to have consented to such rescission, each in  
14 accordance with Section 9.8.4.7 of the Plan, and (iv) the remaining Cash realized by the  
15 Survivors' Trust on account of the Insurance Settlement Agreement shall be added to the  
16 Survivors' Trust Assets. Thereafter, Settling Trust Claimants shall be treated as having  
17 elected the Distribution Option in all respects and shall be entitled to receive *pro rata*  
18 distributions from the Survivors' Trust Assets in accordance with the terms of this Plan and  
19 the Survivors' Trust Documents.

20 9.3.6. *Assignment of Assigned Insurance Interests.* On the Effective Date, the  
21 Insurance Assignment described in Article VIII of the Plan shall become effective.

22 9.3.7. *Use of Survivors' Trust Assets.* The Survivors' Trust Assets shall be used  
23 in accordance with and for the purposes set forth in the Survivors' Trust Documents, including  
24 without limitation to pay Abuse Claims and reasonable expenses of the Survivors' Trust and to  
25 pursue and execute Insurance Settlement Agreements. Notwithstanding anything herein to the  
26 contrary, no monies and/or assets comprising the Survivors' Trust Assets that are transferred,  
27 granted, assigned, or otherwise delivered to the Survivors' Trust shall be used for any purpose other  
28

1 than in accordance with the Plan and the Survivors' Trust Documents.

2           9.3.8. *No Insurer Reimbursement Obligation.* The Non-Settling Insurers shall  
3 not be liable for or obligated to reimburse any contribution to the Plan made by the Debtor and its  
4 Estate, nor shall the Survivors' Trust be authorized to seek such recovery.

5           9.4. *Unknown Abuse Claims Reserve.*

6           9.4.1. *Payments to Unknown Abuse Claims Reserve.* Upon (a) the Effective Date,  
7 the Survivors' Trust shall segregate \$3,700,000.00 (Three Million Seven Hundred Thousand Dollars  
8 and Zero Cents) of the Initial Debtor Contribution into the Unknown Abuse Claims Reserve, (b) the  
9 date that is the two-year anniversary of the Effective Date, the Survivors' Trust shall segregate  
10 \$1,000,000.00 (One Million Dollars and Zero Cents) of the Additional Debtor Contribution  
11 described in Section 9.3.1.2 herein into the Unknown Abuse Claims Reserve, and (c) the date that  
12 is three years and six months after the Effective Date, the Survivors' Trust shall segregate  
13 \$3,000,000.00 (Three Million Dollars and Zero Cents) of the Additional Debtor Contribution  
14 described in Section 9.3.1.3 herein into the Unknown Abuse Claims Reserve.

15           9.4.2. *Duration.* The Unknown Abuse Claims Reserve shall be maintained for  
16 the greater of (a) five years after the Effective Date, and (b) resolution of all Unknown Abuse Claims  
17 submitted to the Survivors' Trustee within five years after the Effective Date. On that date, the  
18 remaining funds in the Unknown Abuse Claims Reserve will be de-segregated and returned to the  
19 Survivors' Trust's general accounts, and neither the Debtor, Reorganized Debtor, Survivors' Trust,  
20 nor any Settling Insurer shall have any more liability for any Unknown Abuse Claim.

21           9.5. *Vesting.* On the Effective Date, all Survivors' Trust Assets shall vest in the  
22 Survivors' Trust, and the Debtor, Reorganized Debtor, RCWC, subject to the terms of the RCWC  
23 Escrow, and Settling Insurers shall be deemed for all purposes to have transferred all of their  
24 respective interests in the Survivors' Trust Assets to the Survivors' Trust. On the Effective Date,  
25 or as soon as practicable thereafter, the Reorganized Debtor, any other Released Party, and Settling  
26 Insurers, as applicable, shall take all actions reasonably necessary to transfer any Survivors' Trust  
27 Assets to the Survivors' Trust. Upon the transfer of control of Survivors' Trust Assets in accordance  
28

1 with this paragraph, the Debtor, Reorganized Debtor, RCWC (subject to the terms of the RCWC  
2 Escrow), and the Settling Insurers shall have no further interest in the Survivors' Trust Assets except  
3 as otherwise explicitly provided in this Plan.

4 9.6. *Survivors' Trust Assumption of Liabilities for Abuse Claims.* The transfer to,  
5 vesting in and assumption by the Survivors' Trust of the Survivors' Trust Assets as contemplated  
6 by the Plan shall, as of the Effective Date, discharge all obligations and liabilities of and bar any  
7 recovery or action against the Released Parties for or in respect of all Abuse Claims (including  
8 Unknown Abuse Claims). The Confirmation Order shall provide for such discharge. Subject to  
9 Article VIII hereof and the rights of Abuse Claimants who elect the Litigation Option, the Survivors'  
10 Trust shall, as of the Effective Date, assume sole and exclusive responsibility and liability for all  
11 Abuse Claims against the Released Parties, and such Claims shall be paid by the Survivors' Trust  
12 from the Survivors' Trust Assets or as otherwise directed in the Survivors' Trust Documents and  
13 Articles VIII and IX hereof. From and after the Effective Date, all Abuse Claims against the  
14 Released Parties shall be considered Channeled Claims subject to the Channeling Injunction under  
15 Section 105(a) of the Bankruptcy Code and the provisions of the Plan and the Confirmation Order.  
16 Subject to the foregoing, from and after the Effective Date, the Released Parties shall not have any  
17 obligation with respect to any liability of any nature or description arising out of, relating to, or in  
18 connection with any Abuse Claims.

19 9.7. *Right to Elect to Receive an Immediate Payment.* Not later than fourteen (14) days  
20 following the Effective Date, the Survivors' Trustee shall mail the Immediate Payment Notice to  
21 counsel for all Holders of Abuse Claims or to any Holder of an Abuse Claim that is not represented  
22 by counsel. Holders of Abuse Claims may elect to receive the Immediate Payment from the  
23 Survivors' Trust by signing and returning the Immediate Payment Notice such that it is postmarked  
24 (if sent by US Mail) not later than the date that is forty-five (45) days after the Effective Date, or if  
25 such date is not a Business Day the next Business Day thereafter (the "**Immediate Payment**  
26 **Election Deadline**"). Only Abuse Claimants who return an Immediate Payment Notice not later  
27 than the Immediate Payment Election Deadline, affirmatively indicating their election to receive the  
28

1 Immediate Payment, shall be entitled to receive the Immediate Payment. If an Abuse Claimant  
2 elects to receive the Immediate Payment, the payment will be made within thirty (30) days after the  
3 Immediate Payment Election Deadline. After receiving the Immediate Payment, the Abuse  
4 Claimant shall not be entitled to any further distributions from the Survivors' Trust and shall not be  
5 entitled to pursue any Abuse Claim against the Debtor, the Reorganized Debtor, the Survivor's  
6 Trust, the Released Parties, the Insurers, RCWC, and/or the RCWC Escrow. The Immediate  
7 Payment Notice shall include conspicuous language indicating that return of the election form and  
8 acceptance of the Immediate Payment constitutes a full and final release of all Claims against the  
9 foregoing parties. If a Person submitted, or is the Holder of, more than one Abuse Claim and such  
10 Holder elects to receive the Immediate Payment, such Holder shall only be entitled to one Immediate  
11 Payment on account of all of their Abuse Claims, shall not be entitled to any further distributions  
12 from the Survivors' Trust, and shall be deemed to have released all Claims against the Debtor, the  
13 Reorganized Debtor, the Survivor's Trust, the Released Parties and the Insurers.

14 9.8. *Method of Determination of Abuse Claims and Rights of Abuse Claimants to*  
15 *Choose to Pursue Litigation.* After the Effective Date, every Trust Claim held by an Abuse  
16 Claimant shall be reviewed and allocated a percentage of the Survivors' Trust Assets based on  
17 numerical scaling factors (but not based on alleged dollar value of the Claim) by the Abuse Claims  
18 Reviewer in order to determine the distribution to each such Holder in accordance with the terms of  
19 the Survivors' Trust Documents.

20 9.8.1. *Notice of Initial Determination.* Based on the percentage allocation  
21 determined by the Abuse Claims Reviewer, the Survivors' Trustee shall provide a determination of  
22 the distribution to which each Holder of each Trust Claim is entitled (the "**Initial Determination**"),  
23 in accordance with the terms of the Survivors' Trust Documents. Counsel to each Holder of a Trust  
24 Claim, or the Holder of a Trust Claim if they are not represented by counsel, will receive a notice  
25 containing the Initial Determination, including a projected recovery based on the anticipated  
26 available assets of the Survivors' Trust at the time of the Initial Determination.

27 9.8.2. *Right to Appeal Notice of Initial Determination.* Within thirty (30) days of  
28

1 receipt of the notice of the Initial Determination, each Holder of a Trust Claim shall have the right  
2 to request an additional review of the Initial Determination by the Abuse Claims Reviewer and shall  
3 be allowed to submit additional documentation or information that such Claimant believes should  
4 be considered. The Abuse Claims Reviewer shall provide a subsequent determination (the “**Review**  
5 **Determination**”), as provided for in the Survivors’ Trust Documents. If requested, the Review  
6 Determination shall be the “**Final Determination**” for purposes of such Holder’s distributions from  
7 the Survivors’ Trust. If the Review Determination is not requested, the outcome of the Initial  
8 Determination shall be the Final Determination. For the avoidance of doubt, no determination will  
9 be made in the Chapter 11 Case concerning the alleged dollar value of an Abuse Claim for purposes  
10 of Abuse Insurance Policies issued by Non-Settling Insurers. Neither the Abuse Claims Reviewer’s  
11 nor Survivors’ Trustee’s review of an Abuse Claim and determination of qualification, nor the  
12 Survivors’ Trust’s estimation of Claims or payment of distributions, shall constitute a trial, an  
13 adjudication on the merits, or evidence of liability or damages in any litigation with the Non-Settling  
14 Insurer or any other Person.

15           9.8.3.     *Distributions to Trust Claimants from the Survivors’ Trust.* Subject to the  
16 Survivors’ Trust Documents, the following procedures will govern distributions to Trust Claimants  
17 from the Survivors’ Trust:

18                   9.8.3.1.           Within 30 days of the Abuse Claims Reviewer’s completion  
19 of all Review Determinations, the Survivors’ Trustee shall make a projection of anticipated  
20 distributions to each Holder of a Trust Claim. This amount may differ from the Initial  
21 Determination after accounting for Review Determinations.

22                   9.8.3.2.           The Survivors’ Trustee will make an initial distribution (the  
23 “**Initial Distribution**”) to each Trust Claimant. The Initial Distribution shall be comprised  
24 of each such Trust Claimants’ *pro rata* share of the Survivors’ Trust Assets existing on that  
25 date, less reasonable reserves for the Survivors’ Trust (the “**Initial Reserve**”).

26                   9.8.3.3.           Upon the receipt of additional Cash contributions into the  
27 Survivors’ Trust, the Survivors’ Trustee shall make further distributions (the “**Additional**  
28

1           **Distributions**”) to the Trust Claimants, less appropriate reserves (the **Additional**  
2           **Reserves**”).

3                           9.8.3.4.           After (i) the final resolution of all Trust Claims, including  
4           with respect to the Trust Claimants who selected the Litigation Option, and (ii) all Survivors’  
5           Trust Assets are monetized, the Survivors’ Trustee shall make a final distribution to the Trust  
6           Claimants (the **Final Distribution**”), which shall include previously withheld reserves and  
7           any reallocated funds. If, 180 days after the date of the Final Distribution, there are any  
8           funds which are not claimed by any Trust Claimant, such unclaimed funds shall revert to the  
9           Survivors’ Trust for distribution pursuant to the Survivors’ Trust Documents.

10                           9.8.4.     *Right to Elect Litigation Against Non-Settling Insurers and Other Parties.*

11 Irrespective of whether a Trust Claimant has requested an additional review of the Initial  
12 Determination by the Abuse Claims Reviewer, not later than the later of the first anniversary of the  
13 Effective Date or ninety days after receiving the notice of the Initial Determination, (i) Trust  
14 Claimants holding Abuse Claims against the Debtor may elect to pursue litigation against the Debtor  
15 (as nominal party only), Non-Settling Insurers and/or other parties and (ii) Trust Claimants that  
16 have granted a RCWC Release may elect to pursue litigation against RCWC (as nominal party only),  
17 Non-Settling Insurers and/or other parties by filing the notice described in Section 8.2.2 hereof,  
18 which form of notice shall be filed with the Plan Supplement (the **Litigation Option Notice**”). For  
19 the avoidance of doubt, the Litigation Option Notice may be filed at any time following the Effective  
20 Date, but not later than the deadline set forth in this Section. Trust Claimants who do not timely  
21 make an election will be deemed to have chosen to forego the Litigation Option.

22                           9.8.4.1.           Upon written notice to the Survivors’ Trustee, subject to the  
23           Survivors’ Trustee’s sole and absolute discretion, a Litigation Claimant may rescind that  
24           election. Notwithstanding the foregoing, the Survivors’ Trustee shall consent to such  
25           rescission if such written notice of rescission is given prior to entry of an order of dismissal  
26           or a final judgment by a Final Order in the Abuse Claim Litigation in favor of a Released  
27           Party or RCWC.

1                   9.8.4.2.       *Claim Enhancement.* To the extent the Survivors' Trustee  
2 enters into an Insurance Settlement Agreement with respect to a Target Policy that covers a  
3 Litigation Claimant's Abuse Claim, such Claimant shall be entitled to an enhanced  
4 Distribution (the "**Claim Enhancement**") as set forth below to his or her allocation pursuant  
5 to the Survivors' Trust Distribution Plan, which enhanced amount shall be payable from the  
6 proceeds of the applicable Insurance Settlement Agreement. To the extent the Debtor and  
7 the Committee enter into an Insurance Settlement Agreement prior to the Confirmation Date  
8 with respect to a Target Policy that covers an Abuse Claim for which the automatic stay has  
9 been modified or lifted by the Bankruptcy Court such that it may continue after the Petition  
10 Date, such Abuse Claim shall also be entitled to the Claim Enhancement. The Claim  
11 Enhancements are independent of one another and are not intended to be cumulative. The  
12 Survivors' Trustee shall reserve sufficient amounts to fund such enhanced payments prior to  
13 making any Distribution of Insurance Settlement Agreement proceeds to Abuse Claimants  
14 who are not Litigation Claimants. The Claim Enhancement shall be applied as follows:

15                   9.8.4.3.       A Litigation Claimant shall be entitled to an enhancement of  
16 ten percent (10%) if the Survivors' Trust negotiates an Insurance Settlement Agreement for  
17 a Target Policy of such Litigation Claimant if the Insurance Settlement Agreement is entered  
18 into prior to the date which is 90 days after the Litigation Claimant files their Litigation  
19 Option Notice.

20                   9.8.4.4.       A Litigation Claimant shall be entitled to an enhancement of  
21 twenty-five percent (25%) if the Survivors' Trust negotiates an Insurance Settlement  
22 Agreement for a Target Policy of such Litigation Claimant if the Insurance Settlement  
23 Agreement is entered into after litigation commences but prior to a deposition or interview  
24 of the Litigation Claimant by opposing counsel in such Litigation Claimant's case.

25                   9.8.4.5.       A Litigation Claimant shall be entitled to an enhancement of  
26 forty percent (40%) if the Survivors' Trust negotiates an Insurance Settlement Agreement  
27 for a Target Policy of such Litigation Claimant if the Insurance Settlement Agreement is  
28

1 entered into after a deposition or interview of the Litigation Claimant by opposing counsel  
2 but before commencement of a trial in such Litigation Claimant's case.

3 9.8.4.6. A Litigation Claimant shall be entitled to an enhancement of  
4 fifty (50%) if the Survivors' Trust negotiates an Insurance Settlement Agreement for a  
5 Target Policy of such Litigation Claimant if the Insurance Settlement Agreement is entered  
6 into on or after the first day of a trial in such Litigation Claimant's case.

7 9.8.4.7. A Litigation Claimant shall be entitled to an enhancement of  
8 one hundred percent (100%) if the Survivors' Trust negotiates an Insurance Settlement  
9 Agreement for a Target Policy of such Litigation Claimant if the Insurance Settlement  
10 Agreement is entered into after a Litigation Claim Award entered in favor of the Litigation  
11 Claimant in such litigation becomes final and non-appealable.

12 9.8.4.8. In no event may a Litigation Claimant receive more than the  
13 total amount of his or her Litigation Claim Award from all sources. For the avoidance of  
14 doubt, if, after accounting for recovery from parties other than the Survivors' Trust, a  
15 Litigation Claimant receives any amount in excess of the amount of the Litigation Claim  
16 Award, such amount shall be recoverable by the Survivors' Trustee. In any case of a Trust  
17 Claimant who obtains a Litigation Claim Award, where the payment of any amounts payable  
18 to such Trust Claimant by (i) defendants in the Abuse Claim Litigation other than the  
19 Released Parties and/or (ii) one or more Non-Settling Insurers, when taken together with any  
20 distributions received by such Trust Claimant from the Survivors' Trust, would cause such  
21 Trust Claim to receive more than the total amount of his or her Litigation Claim Award, then  
22 (a) all amounts to be paid under such Litigation Claim Award that would be in excess of  
23 such Litigation Claim Award shall be paid to the Survivors' Trustee to be allocated for  
24 distribution to other Trust Claimants on account of their *pro rata* share of Survivors' Trust  
25 Assets, or (b) if such amounts are paid directly to the Litigation Claimant, such Litigation  
26 Claimant shall immediately turn them over to the Survivors' Trustee; *provided, however,*  
27 any such Abuse Claimant is not barred by this Section 9.9 from seeking extracontractual  
28

1 damages under the holding of *Hand* and (iii) all defenses and the rights of any Non-Settling  
2 Insurer to oppose any such claim by an Abuse Claimant under *Hand* are fully preserved,  
3 including without limitation that *Hand* is not a correct statement of applicable law and that  
4 it would not apply to any such asserted claim.

5 9.8.5. *Reporting Requirement.* The Survivors' Trustee shall report to the  
6 Reorganized Debtor, on a quarterly basis, or upon reasonable request, (i) the date on which each  
7 Abuse Claimant is notified of their award under the Survivors' Trust Distribution Plan, (ii) whether  
8 each Abuse Claimant has elected the Immediate Payment or the Litigation Option, and (iii) any  
9 modification made by any Abuse Claimant to their treatment status.

10 9.9. *Provisions for Preliminary Distribution to Holders of Allowed Abuse Claims.*

11 9.9.1. *Preliminary Review.* Not later than the Preliminary Abuse Claim  
12 Allowance Deadline, the Abuse Claims Reviewer shall review the Proof of Claim for each Abuse  
13 Claim to (a) determine whether it is an Allowed Claim, and (b) determine whether it asserts a  
14 compensable claim against RCWC. The allowance of Abuse Claims by the Abuse Claims Reviewer  
15 shall have no effect on the amount of the contributions of the Debtor or RCWC. Neither the  
16 determination by the Abuse Claims Reviewer that a Proof of Claim is an Allowed Claim, nor that a  
17 Proof of Claim asserts a compensable claim against RCWC, shall constitute a trial, an adjudication  
18 on the merits, or evidence of liability or damages in any litigation with any Non- Settling Insurer or  
19 any other Person.

20 9.9.2. *Preliminary Distribution.* Not later than the date that is the later of (a) ten  
21 (10) days after the Preliminary Abuse Claim Allowance Deadline, and (b) thirty (30) days after the  
22 Effective Date, the Survivors' Trustee shall make a Preliminary Distribution to the Holder of each  
23 Abuse Claim determined by the Abuse Claims Reviewer to be an Allowed Claim in the amount of  
24 \$5,000.00 to each such Holder from the Survivors' Trust Assets in accordance with the Survivors'  
25 Trust Documents.

26 9.10. *Compensation and Reimbursement of Expenses to Survivors' Trustee and*  
27 *Survivors' Trust Professionals.* The Survivors' Trustee shall be entitled to compensation as  
28

1 provided for in the Survivors' Trust Documents. The Survivors' Trustee may retain and reasonably  
2 compensate, without Bankruptcy Court approval and without the consent of the Reorganized  
3 Debtor, counsel and other Professionals as reasonably necessary to assist in the duties of the  
4 Survivors' Trustee subject to the terms of the Survivors' Trust Documents. All fees and expenses  
5 incurred in connection with the foregoing shall be payable by the Survivors' Trust, as provided for  
6 in the Survivors' Trust Documents.

7           9.11. **Excess Survivors' Trust Assets.** After all distributions from the Survivors' Trust  
8 have been made to Holders of Allowed Abuse Claims and all Survivors' Trust Expenses have been  
9 paid, all remaining Assets in the Survivors' Trust shall be transferred to a charity to support sexual  
10 abuse survivors chosen by the Survivors' Trust Advisory Board.

11           9.12. **Indemnification of Debtor, Reorganized Debtor and RCWC.** The Survivors' Trust  
12 shall indemnify and hold harmless the Debtor, the Reorganized Debtor and RCWC from and against  
13 any and all Abuse Claims, as well as indemnify and reimburse such parties for all fees, costs and  
14 expenses related to Abuse Claims (including such fees, costs and expenses incurred in connection  
15 with discovery), to the extent set forth in this Plan and the Survivors' Trust Documents, provided  
16 that as to RCWC such indemnification shall apply only as to Released RCWC Claims. The  
17 Survivors' Trust shall not have any obligation to indemnify any Person accused of committing a  
18 physical act of Abuse against an Abuse Claimant or such Abuse Claimant's predecessor(s)-in-  
19 interest.

20           9.13. **Modification of Survivors' Trust Documents.** The Survivors' Trust Documents  
21 may not be amended or modified without the consent of the Reorganized Debtor, which consent  
22 shall not be unreasonably withheld. Notwithstanding the foregoing, the indemnification obligations  
23 of the Survivors' Trust described in this Plan as to any Released Party may not be amended or  
24 modified without the consent of such Released Party and no such amendment shall affect the rights  
25 of any remaining Non-Settling Insurers.

1 **ARTICLE X**

2 **CONDITIONS TO CONFIRMATION AND EFFECTIVENESS OF THE PLAN**

3 10.1. *Conditions to Confirmation.* The following are conditions precedent to  
4 Confirmation of this Plan that must be (i) satisfied, or (ii) waived, subject to Court approval:

5 10.1.1. A Final Order finding the Disclosure Statement contains adequate  
6 information pursuant to Section 1125 of the Bankruptcy Code shall have been entered by the  
7 Bankruptcy Court.

8 10.1.2. The Plan, Plan Supplement, Survivors' Trust Documents and any other  
9 Plan Documents are in a form acceptable to the Debtor and RCWC. Except as to the Debtor, all  
10 such documents shall be deemed acceptable to each of the foregoing Persons unless such Person  
11 Files a written objection to confirmation of the Plan.

12 10.1.3. The proposed Confirmation Order is acceptable to the Debtor and RCWC.  
13 Except as to the Debtor, all such documents shall be deemed acceptable to each of the foregoing  
14 Persons unless such Person Files a written objection to the form of the proposed Confirmation Order.

15 10.1.4. The Confirmation Order approves the Channeling Injunction and  
16 Exculpation Clause.

17 10.1.5. The Confirmation Order approves the form of the RCWC Release and  
18 includes a finding that any Abuse Claimant returning a signed RCWC Release shall fully and  
19 completely release all claims against RCWC as and to the extent provided in the RCWC Release  
20 form.

21 10.1.6. The Confirmation Order shall include a finding of fact that the Debtor,  
22 RCC, RCWC, Adventus, any Settling Insurers, and each of their respective present and former  
23 members, officers, directors, employees, advisors, attorneys, and agents acted in good faith within  
24 the meaning of and with respect to all of the actions described in Section 1125(e) of the Bankruptcy  
25 Code and are, therefore, not liable for the violation of any applicable law, rule, or regulation  
26 governing such actions.

27 10.1.7. The Confirmation Order in a form consistent with the foregoing shall be  
28

1 entered in the Chapter 11 Case.

2           10.2. **Conditions to Effectiveness.** The following are conditions precedent to the Effective  
3 Date that must be (i) satisfied, or (ii) waived, subject to Court approval (for the avoidance of doubt,  
4 the Effective Date is not conditioned on resolution of any litigation or assumption of any Unexpired  
5 Leases or Executory Contracts):

6           10.2.1. The Confirmation Order shall have been entered and shall be a Final Order  
7 in a form reasonably acceptable to the Debtor, and there shall be no stay or injunction that would  
8 prevent the occurrence of the Effective Date. The Debtor in its sole discretion may waive the  
9 requirement that the Confirmation Order be a Final Order.

10           10.2.2. There shall have been no material amendments to the Plan or Confirmation  
11 Order following entry of the Confirmation Order.

12           10.2.3. The Debtor and all other necessary parties shall have executed all  
13 documents and entered into all agreements as may be necessary in connection with the Exit Facility  
14 described in Article XI of the Plan.

15           10.2.4. The Debtor, the Survivors' Trustee, and any other necessary parties shall  
16 have executed all documents necessary for formation of the Survivors' Trust, and for the Survivors'  
17 Trustee to administer and operate the Survivors' Trust.

18           10.2.5. The Debtor shall have executed and delivered to the Survivors' Trustee the  
19 Debtor Contribution Deeds of Trust.

20           10.2.6. The RCWC Escrow shall have been executed by RCWC and the RCWC  
21 Escrow Agent and the Initial RCWC Contribution shall have been transferred to the RCWC Escrow.

22           10.2.7. The Initial Debtor Contribution and the proceeds of any pre-Effective Date  
23 Insurance Settlement Agreement shall have been transferred to the Survivors' Trust, and the proof  
24 thereof provided to the Debtor and the Survivors' Trustee.

25           10.2.8. All other actions, authorizations, filings, consents, and approvals required  
26 (if any), including but not limited to canonical approvals, shall have been obtained, effected, or  
27 executed in a manner acceptable to the Debtor and remain in full force and effect or, if waivable,  
28

1 waived by the Person or Persons entitled to the benefit thereof.

2 10.2.9. All other actions, documents, and agreements necessary to implement and  
3 effectuate the Plan shall have been effected or executed.

4 10.2.10. The statutory fees owing to the United States Trustee as of the deadline for  
5 payment immediately preceding the Effective Date shall have been paid in full.

6 10.3. **Waiver of Conditions.** The conditions to Confirmation set forth in Section 10.1 or  
7 the Effective Date set forth in Section 10.2 may be waived, in whole or in part, by the Debtor, subject  
8 to approval of the Bankruptcy Court, provided Sections 10.2.3, 10.2.4, and 10.2.10 are not waivable.  
9 The failure to satisfy any material condition to Confirmation or the Effective Date may be asserted  
10 by the Debtor in its sole discretion so long as such failure was not primarily caused by any action or  
11 inaction by the Debtor. The failure of the Debtor to exercise any of the foregoing rights shall not  
12 be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which  
13 may be asserted at any time.

14 10.4. **Revocation of the Plan.** If Confirmation does not occur, an order denying  
15 Confirmation is entered by the Bankruptcy Court, or if the Plan does not become effective, then the  
16 Plan shall be null and void, and nothing contained in the Plan or Disclosure Statement shall: (a)  
17 constitute a waiver or release of any Claims against the Debtor; (b) constitute a waiver or release of  
18 any right, claim or cause of action of the Debtor; (c) constitute an admission of any fact or legal  
19 conclusion by the Debtor or any other Person or Entity; (d) prejudice in any manner the rights of the  
20 Debtor or any other party in any related or further proceedings; or (e) constitute a settlement, implicit  
21 or otherwise, of any kind whatsoever.

22 **ARTICLE XI**

23 **EXIT FINANCING**

24 11.1. **The Exit Facility.** On the Effective Date, the Reorganized Debtor shall enter into the  
25 Exit Facility with the Exit Facility Lender. Confirmation of the Plan shall be deemed approval of  
26 the Exit Facility, the transactions contemplated thereby, and all actions to be taken, undertakings to  
27 be made, and obligations to be incurred by the Reorganized Debtor in connection therewith. Upon  
28

1 entry of the Confirmation Order, the Debtor and Reorganized Debtor (as applicable) shall be  
2 authorized to execute and deliver those documents necessary or appropriate to obtain the Exit  
3 Facility, including the Exit Facility Documents, without further notice to or order of the Bankruptcy  
4 Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization,  
5 or approval of any Person, subject to such modifications as the Debtor and the Exit Facility Lender  
6 may deem to be necessary to consummate the Exit Facility. The Exit Facility will be in the total  
7 amount of \$55,000,000 of which up to \$15,000,000 will be used to refinance the DIP Obligations,  
8 and the remaining balance of which will be new lending on the Effective Date. Proceeds of the Exit  
9 Facility shall be used to (a) refinance the then-outstanding balance of the DIP Obligations, (b) fund  
10 the Initial Debtor Contribution, and (c) fund the operations of the Reorganized Debtor.

11       11.2. *Effect of the Exit Facility.* On the Effective Date, the Exit Facility shall constitute  
12 legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtor,  
13 enforceable in accordance with its terms and such indebtedness and obligations (and the transactions  
14 effectuated to implement the Exit Financing) shall not be and shall not be deemed to be, enjoined  
15 or subject to discharge, impairment, release or avoidance under the Plan, the Confirmation Order or  
16 on account of the confirmation or consummation of the Plan. On the Effective Date, all the liens  
17 and security interests granted in accordance with the Exit Facility Documents shall be legal, valid,  
18 binding upon the Reorganized Debtor, enforceable in accordance with their respective terms, and  
19 no obligation, payment, transfer or grant of security under the Exit Facility Documents shall be  
20 stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law  
21 or subject to any defense, reduction, recoupment, setoff or counterclaim. Such liens and security  
22 interests shall be deemed automatically perfected on the Effective Date without the need for the  
23 taking of any further filing, recordation, approval, consent or other action, and such liens and  
24 security interests shall not be enjoined or subject to discharge, impairment, release, avoidance,  
25 recharacterization or subordination (including equitable subordination) for any purposes whatsoever  
26 and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code  
27 or any applicable non-bankruptcy law.

28



1 (a) as of the Effective Date continue the non-monetary measures outlined in Article IV(G) of the  
2 Third Amended Disclosure Statement entitled “Debtor’s Mission to Effect Reconciliation and  
3 Compensation” after the Effective Date; and (b) not later than the Effective Date (unless a different  
4 date is provided in the Confirmation Order) implement the additional Child Protection Protocols in  
5 the form filed as Schedule 1.1.35, which non-monetary measures are expressly incorporated herein,  
6 provided that if there is any inconsistency between existing measures identified in “(a)” above, and  
7 the Child Protection Protocols, the Child Protection Protocols shall govern.

8 12.3. **CCCEB Settlement.** Upon the occurrence of the Effective Date, the CCCEB  
9 Settlement, in accordance with the CCCEB Settlement Documents, shall become effective. The  
10 CCCEB Settlement shall include the following terms:

11 12.3.1. In full and complete satisfaction of all obligations under the CCCEB Note,  
12 CCCEB shall transfer to RCBO on the Effective Date fee simple title to the Cathedral Property,  
13 together with all improvements thereon and all tangible personal property owned by CCCEB and  
14 located on or used in connection with operation of the Cathedral Property.

15 12.3.2. CCCEB shall assign to RCBO, and RCBO shall assume all obligations of  
16 CCCEB under, all current contracts related to maintenance, operation, and security of the Cathedral  
17 Property, provided that RCBO may decline to assume any such contract following reasonable  
18 diligence review, and further provided that to the extent any such contracts are not assignable under  
19 their terms or applicable law or assignment would constitute a breach under the terms of such  
20 contract, RCBO may instead, at its election, fund CCCEB’s obligations for payment under any such  
21 contracts.

22 12.3.3. Funds in deposit accounts in the name of or controlled by CCCEB for  
23 operation of the Cathedral Property shall, at RCBO’s election, be transferred to RCBO, or otherwise  
24 used for operating expenses related to the Cathedral Property or otherwise to pay the debts of  
25 CCCEB.

26 12.3.4. CCCEB shall assign to RCBO, and RCBO shall assume all obligations  
27 under the existing leases and user agreements with tenants and other users of the Cathedral Property,  
28

1 including (i) that certain License and Services Agreement dated as of January 1, 2020, with RCC  
2 regarding the mausoleum on the Cathedral Property; (ii) that certain Commercial Office Lease  
3 Agreement with RCC dated as of April 3, 2024; (iii) that certain Lease Agreement with the Order  
4 of Malta Clinic of Northern California dated January 25, 2008, and amended February 10, 2023;  
5 and (iv) agreements for use of Cathedral Property space with RCWC, and the Cathedral of Christ  
6 the Light parish Church.

7 12.3.5. CCCEB shall have no further obligation or liability of any kind for the debt  
8 evidenced by the CCCEB Note, or in connection with the CCCEB Note.

9 12.3.6. The Debtor and CCCEB shall agree to such other terms, not inconsistent  
10 with the Plan, as are necessary or desired to complete the CCCEB Settlement.

11 12.4. ***Treatment of Actions and Causes of Action.*** On the Effective Date, all Causes of  
12 Action held by the Estate or the Debtor other than those included in the Survivors' Trust Assets  
13 shall be deemed fully vested in the Reorganized Debtor. Pursuant to Section 1123(b)(3) of the  
14 Bankruptcy Code, the Reorganized Debtor shall retain and have the exclusive authority and standing  
15 to prosecute, enforce, pursue, sue on, settle or compromise any and all Causes of Action (including  
16 Avoidance Actions), arising before the Effective Date, including all Causes of Action of a trustee  
17 and debtor-in-possession under the Bankruptcy Code, but not including the Coverage Action,  
18 Assigned Insurance Interests, and any other Causes of Action expressly released or compromised  
19 as part of or pursuant to the Plan or by other order of the Bankruptcy Court entered prior to the  
20 Effective Date. The Reorganized Debtor shall also retain and may prosecute and enforce all  
21 defenses, counterclaims, and rights that have been asserted or could be asserted by the Debtor  
22 against or with respect to all Claims asserted against the Debtor or property of the Estate. Failure  
23 to specifically identify potential Causes of Action in the Plan shall not be deemed a waiver of any  
24 such Cause of Action by the Debtor, Reorganized Debtor, or the Survivors' Trust.

25 12.5. ***Continued Existence.*** From and after the Effective Date, the Debtor shall continue  
26 in existence as the Reorganized Debtor in accordance with applicable law for all purposes,  
27 including, among other things, (a) enforcing and prosecuting claims, interests, rights, and privileges  
28

1 of the Debtor including, without limitation, prosecuting Causes of Action, (b) resolving Disputed  
2 Non-Abuse Claims, (c) administering the Plan, (d) filing appropriate tax returns and refund requests,  
3 and (e) performing all such other acts and conditions required by and consistent with consummation  
4 of the Plan.

5 12.6. ***The Survivors' Trust.*** On the Effective Date, the Survivors' Trust shall be created,  
6 as provided in Article IX of the Plan.

7 12.7. ***Post-Effective Date Prosecution of Non-Abuse Litigation Claims.***

8 12.7.1. ***Relief from the Automatic Stay.*** Effective upon the Effective Date, Holders  
9 of Class 6 Claims are granted relief from the automatic stay provided for in Section 362 of the  
10 Bankruptcy Code solely for the purpose of continuing to prosecute their Class 6 Claim in a court of  
11 competent jurisdiction (each, a "**Class 6 Action**"), including but not limited to, litigating such action  
12 through entry of a judgment, prosecution of any appeals and/or settlement of such action, subject to  
13 the terms and conditions set forth herein. All Holders of Class 6 Claims shall be permitted, but not  
14 required, to liquidate their Class 6 Action in a court of competent jurisdiction in accordance with 28  
15 U.S.C. § 157(b)(2)(B).

16 12.7.2. ***Non-Abuse Litigation Reserve.*** No less than sixty (60) days after the  
17 Effective Date, the Reorganized Debtor shall establish the Non-Abuse Litigation Reserve and fund  
18 it with \$750,000.00. For the avoidance of doubt, the Non-Abuse Litigation Reserve shall be separate  
19 from any contributions made by the Debtor and RCWC (if any) on behalf of Abuse Claims.

20 12.7.3. ***Sources of Recovery for Non-Abuse Litigation Claims.*** Notwithstanding  
21 any provision to the contrary in the Plan Documents, Holders of Class 6 Claims shall be entitled to  
22 prosecute and/or settle their respective Class 6 Action, provided that each such Holder shall be  
23 limited to recovering from (i) the proceeds of any applicable insurance policy which provides  
24 coverage, or could provide coverage, with respect to such Class 6 Claim and (ii) its *pro rata* portion  
25 of the Non-Abuse Litigation Reserve; *provided, however*, no Holder of a Class 6 Claim may recover  
26 more than \$250,000.00 from the Non-Abuse Litigation Reserve. Effective upon the Effective Date,  
27 Holders of Class 6 Claims shall be otherwise barred and enjoined from seeking recovery on any  
28

1 judgment or settlement obtained in their respective Class 6 Action from the assets of the Debtor,  
2 Reorganized Debtor, Survivors' Trust, and any other party receiving a release under this Plan.

3           12.7.4. *Insurance Coverage for Non-Abuse Litigation Claims.* All parties,  
4 including, but not limited to, any insurer under any insurance policy alleged to provide coverage of  
5 a Class 6 Claim, reserve and expressly do not waive any of their rights, remedies and/or defenses  
6 with respect to any Class 6 Claim. If any insurer denies and/or disclaims coverage of a Class 6  
7 Claim, the Debtor or Reorganized Debtor (as applicable) shall reasonably cooperate at the sole cost  
8 of the Holder of such Class 6 Claim to assign to that Holder the right to pursue and receive the  
9 proceeds of any applicable coverage under such Insurer's Abuse Insurance Policy or Abuse  
10 Insurance Policies. Nothing contained herein shall be deemed a representation or warranty  
11 concerning the availability, scope or interpretation of any insurance coverage(s) which may or may  
12 not exist for Class 6 Claims.

13           12.8. *Document Access.* The Survivors' Trust shall provide Litigation Claimants, upon  
14 request, all non-privileged information previously provided by the Debtor to the Committee bearing  
15 on the Debtor's liability for Abuse Claims.

16           12.9. *Bankruptcy Procedure and Transition.*

17           12.9.1. *Notice Required Post-Confirmation.* Except as otherwise specifically  
18 provided in this Plan, notice of Filings in the Bankruptcy Court after the Confirmation Date,  
19 including fee applications, shall be required to be given only to Persons or Entities on the Post-  
20 Confirmation Notice List. Consistent with the Local Rules of the Bankruptcy Court, no other form  
21 of service shall be required on parties receiving service through ECF.

22           12.9.2. *Post-Confirmation Matters.* Except as otherwise specified herein, matters  
23 arising after the Confirmation Date and subject to the Bankruptcy Court's retained jurisdiction may  
24 be initiated in the same manner and with the same effect as if the Chapter 11 Case was pending  
25 before the Bankruptcy Court and the Plan had not been confirmed. Subject to the provisions of the  
26 Plan and the Bankruptcy Code governing compensation of Professionals, and except as provided in  
27 Article XIII of the Plan, every party to such a matter shall bear its own attorneys' fees and costs in  
28

1 connection therewith.

2           12.9.3. *Dissolution of the Committee.* On the Effective Date, the Committee shall  
3 be dissolved and the Committee and its members shall be discharged of and from all further  
4 authority, duties, responsibilities, and obligations related to, arising from and in connection with the  
5 Chapter 11 Case.

6           12.9.4. *Statutory Fees.*

7           12.9.4.1. The Reorganized Debtor shall continue to pay all U.S.  
8 Trustee Fees accruing on or before the earlier of (i) the closing of the Chapter 11 Case, and  
9 (ii) December 31, 2027. Should the Chapter 11 Case remain open through January 1, 2028,  
10 or later, the Survivors' Trust shall pay all U.S. Trustee Fees accruing on or after that date  
11 until the Chapter 11 Case is closed. All U.S. Trustee Fees shall be paid at the rate in effect  
12 at the time such fees come due.

13           12.9.4.2. Solely for purposes of calculating U.S. Trustee Fees on  
14 account of the amounts to be funded by the Debtor to the Survivors' Trust, such amounts  
15 shall be considered distributions from the Debtor pursuant to 28 U.S.C. § 1930(a)(6) on the  
16 date of such distributions.

17           12.9.4.3. Contributions by any party to the Survivors' Trust other than  
18 the Debtor, including without limitation RCWC or a Settling Insurer, shall not be considered  
19 distributions by or on behalf of the Debtor or Reorganized Debtor for purposes of calculating  
20 U.S. Trustee Fees.

21           12.9.4.4. Distributions from the Survivors' Trust shall not be  
22 considered distributions by or on behalf of the Debtor or Reorganized Debtor for purposes  
23 of calculating U.S. Trustee Fees.

24           12.9.5. *Post-Confirmation Reporting.* The Reorganized Debtor shall file with the  
25 Bankruptcy Court post-confirmation quarterly reports in a form consistent with Bankruptcy Code §  
26 1106(a)(7), Bankruptcy Rule 2015(a)(5), and 28 C.F.R. § 58.8 until the earliest of the Chapter 11  
27 Case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

1           12.10. ***Post-Petition Deposits.***

2                   12.10.1. *Closing of Utility Deposit Account.* As of the Effective Date, the  
3 Reorganized Debtor shall be authorized to close the Adequate Assurance Account, as defined in the  
4 *Final Order Establishing Adequate Assurance Procedures With Respect to The Debtor's Utility*  
5 *Providers* [Dkt. No. 114], and retain all funds held therein.

6                   12.10.2. *Other Deposits.* From and after the Effective Date, the Reorganized Debtor  
7 may, at its election, demand the refund of any deposit provided to a Person other than a utility after  
8 the Petition Date or may offset the amount of such deposit, at the Reorganized Debtor's election,  
9 against either post-Effective Date billings or against distributions to the holder of such deposit on  
10 account of its Allowed Claims, or otherwise take any actions permitted by law to obtain recovery of  
11 such deposit; for the avoidance of any doubt, the foregoing supersedes any pre- or post-petition  
12 agreement between the holder of such deposit and the Debtor.

13           12.11. ***Other Actions.*** On and after the Effective Date, the Reorganized Debtor and the  
14 Survivors' Trustee shall be authorized to take such actions as are reasonably necessary to complete  
15 and effectuate the terms of this Plan, subject only to the specific limitations contained in this Plan,  
16 the Bankruptcy Code or Bankruptcy Rules, and any order of the Bankruptcy Court.

17           12.12. ***General Settlement.*** Pursuant to Sections 105 and 1123 of the Bankruptcy Code and  
18 Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other  
19 benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a  
20 good faith compromise and settlement of all Claims and controversies resolved pursuant to the Plan,  
21 including without limitation the CCCEB Settlement. On or before the Effective Date, the  
22 Bankruptcy Court will have approved, by Final Order, such compromises, and the Bankruptcy  
23 Court's findings will constitute its determination that such compromises and settlements are in the  
24 best interests of the Debtor, the Estate, Abuse Claimants (including Unknown Abuse Claims),  
25 Holders of other Claims, and other parties in interest, and are fair, equitable, and within the range  
26 of reasonableness. To the extent a separate Final Order is not entered on or before the Confirmation  
27 Date, the entry of the Confirmation Order will constitute the Final Order approving the compromises  
28



1 (as applicable), whether or not they have accepted the Plan.

2 13.2. **Ratification.** Subject to all the terms of this Plan, the Confirmation Order shall be  
3 deemed to ratify all transactions effectuated by the Debtor during the pendency of the Chapter 11  
4 Case to the extent occurring pursuant to an order of the Bankruptcy Court.

5 13.3. **Discharge of Claims.** Under Section 1141(d) of the Bankruptcy Code, and except  
6 as otherwise specifically provided in the Plan or in any agreement or document executed pursuant  
7 to the Plan, the distributions, rights, and treatment of Claims and Causes of Action in the Plan shall  
8 be in complete satisfaction, discharge, and release, as of the Effective Date, of Claims and Causes  
9 of Action based upon conduct occurring before the Effective Date, whether known or unknown,  
10 against the Debtor (including for the avoidance of doubt the Churches) or any of its assets or  
11 properties, including without limitation (i) any demands, liabilities, and Causes of Action based  
12 upon conduct occurring before the Effective Date, (ii) any liability to the extent such Claims relate  
13 to services performed by employees of the Debtor before the Effective Date and that arise from a  
14 termination of employment, (iii) any contingent or non-contingent liability on account of  
15 representations or warranties issued on or before the Effective Date, and (iv) all debts of the kind  
16 specified in Sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Any default by the Debtor  
17 with respect to any Claim existing immediately before or on account of the filing of the Chapter 11  
18 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial  
19 determination of the discharge of all Claims subject to the Effective Date occurring. Nothing in this  
20 Section 13.3 shall prohibit an Abuse Claimant from exercising the Litigation Option to pursue  
21 recovery from any applicable Non-Settling Insurer Abuse Insurance Policy in accordance with this  
22 Plan, and anything herein to the contrary notwithstanding, to the extent the Holder of an Abuse  
23 Claim elects the Litigation Option, such Abuse Claim shall not be discharged or released to the  
24 extent that such Holder may assert claims in a court of competent jurisdiction against the Debtor in  
25 name only and cannot recover any additional amounts from the Debtor other than the Debtor  
26 Contribution to the Survivors' Trust as provided herein. For avoidance of doubt, subject to the  
27 foregoing, the discharge provided under the Plan and Section 1141 will be effective as to each such  
28

1 Abuse Claim upon conclusion of any such litigation in a court of competent jurisdiction.

2 13.4. ***Confirmation Injunction.***

3 Except as expressly provided in the Plan or the Confirmation Order, as of the Effective Date  
4 all Holders of Claims of any nature whatsoever against or in the Debtor or any of its assets or  
5 properties based upon any act, omission, transaction, occurrence, or other activity of any nature that  
6 occurred before the Effective Date shall be precluded and permanently enjoined from prosecuting  
7 or asserting any such discharged Claim against the Debtor or the Reorganized Debtor or the property  
8 of the Debtor or Reorganized Debtor. In accordance with the foregoing, except as expressly  
9 provided in the Plan or the Confirmation Order, the Confirmation Order shall be a judicial  
10 determination of discharge or termination of all Claims, and other debts and liabilities against or in  
11 the Debtor pursuant to Sections 105, 524 and 1141 of the Bankruptcy Code, and such discharge  
12 shall void any judgment obtained against the Debtor at any time to the extent such judgment relates  
13 to a discharged Claim.

14 13.5. ***Injunction Against Interference with the Plan.*** Upon the entry of the Confirmation  
15 Order, all Holders of Claims and other parties in interest, along with their respective present or  
16 former affiliates, employees, agents, officers, directors, attorneys, or principals, shall be enjoined  
17 from taking any actions to interfere with the implementation or consummation of this Plan.

18 13.6. ***Exculpation.*** **Subject to the occurrence of the Effective Date, to the fullest extent**  
19 **permissible under applicable law and without affecting or limiting either the releases by the**  
20 **Debtor, and except as otherwise specifically provided in the Plan or the Confirmation Order,**  
21 **none of the Exculpated Parties shall have or incur any liability to any Holder of a Claim or**  
22 **any other Person for any act or omission in connection with, related to, or arising out of, the**  
23 **Chapter 11 Case, the Plan, the pursuit of Confirmation of the Plan, the negotiation and**  
24 **consummation of the Plan, or the administration of the Chapter 11 Case and the Plan, the**  
25 **property to be distributed under the Plan, the administration of the Survivors' Trust Assets**  
26 **and the Survivors' Trust by the Survivors' Trustee, or any other related agreement, or any**  
27 **restructuring transaction, contract, instrument, release, or other agreement or document**  
28

1 created or entered into during the Chapter 11 Case in connection with the Chapter 11 Case,  
2 or upon any other act or omission, transaction, agreement, event, or other occurrence related  
3 or relating to the foregoing, and each Exculpated Party hereby is exculpated from any claim  
4 or Cause of Action related to the foregoing; *provided, however*, that the foregoing shall not  
5 operate as an exculpation, waiver or release for (i) any express contractual obligation owing  
6 by any such Person or Entity, (ii) willful misconduct or gross negligence, and (iii) with respect  
7 to Professionals, liability arising from claims of professional negligence which shall be  
8 governed by the standard of care otherwise applicable to professional negligence claims under  
9 applicable non-bankruptcy law, and, in all respects, the Exculpated Parties shall be entitled  
10 to rely upon the advice of counsel with respect to their duties and responsibilities under the  
11 Plan; *provided further* that nothing in the Plan shall, or shall be deemed to, release the  
12 Exculpated Parties, or exculpate the Exculpated Parties with respect to, their respective  
13 obligations or covenants arising pursuant to the Plan.

14 13.7. *Injunction Related to Exculpation.* As of the Effective Date, all Holders of Claims  
15 that are the subject of Section 13.6 are, and shall be, expressly, conclusively, absolutely,  
16 unconditionally, irrevocably, and forever stayed, restrained, prohibited, barred and enjoined from  
17 taking any of the following actions against any Exculpated Party and, solely to the extent provided  
18 by Section 1125(e) of the Bankruptcy Code, any Entity described in Section 1125(e) or its or their  
19 property or successors or assigns on account of or based on the subject matter of such Claims,  
20 whether directly or indirectly, derivatively or otherwise: (a) commencing, conducting or continuing  
21 in any manner, directly or indirectly, any suit, action or other proceeding (including any judicial,  
22 arbitral, administrative or other proceeding) in any forum; (b) enforcing, attaching (including any  
23 prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree,  
24 or other order; (c) creating, perfecting or in any way enforcing in any matter, directly or indirectly,  
25 any Lien or encumbrance; and/or (d) setting off, seeking reimbursement or contributions from, or  
26 subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount  
27 against any liability or obligation that is discharged under Section 13.3 or exculpated under Section  
28

1 13.6.

2 13.8. *Releases by the Debtor.* As of the Effective Date, except for the rights that remain  
3 in effect from and after the Effective Date to enforce the Plan and the Confirmation Order,  
4 pursuant to Section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the  
5 adequacy of which is hereby confirmed, including the service of the Released Parties and  
6 Settling Insurers, and each of them, to facilitate and implement the reorganization of the  
7 Debtor, as an integral component of the Plan, the Releasing Parties shall, and shall be deemed  
8 to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release and  
9 discharge each and all of the Released Parties and Settling Insurers of and from any and all  
10 Causes of Action (including Avoidance Actions), any and all other Claims, obligations, rights,  
11 demands, suits, judgments, damages, debts, remedies, losses and liabilities of any nature  
12 whatsoever (including any derivative claims or Causes of Action asserted or that may be  
13 asserted on behalf of the Debtor, the Reorganized Debtor, or the Estate), whether liquidated  
14 or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or  
15 unforeseen, existing or hereinafter arising, in law, equity, contract, tort or otherwise, based  
16 on or relating to, or in any manner arising from, in whole or in part, any act, omission,  
17 transaction, event, or other circumstance taking place or existing on or before the Effective  
18 Date (including before the Petition Date) in connection with or related to the Debtor, the  
19 Reorganized Debtor, the Estate, their respective assets and properties, the Chapter 11 Case,  
20 the Plan Documents, and any related agreements, instruments, and other documents created  
21 or entered into before or during the Chapter 11 Case, the pursuit of entry of the Confirmation  
22 Order, the administration and implementation of the Plan, including the distribution of  
23 property under the Plan, or any other related agreement, or upon any other act or omission,  
24 transaction, agreement, event, or other occurrence taking place on or before the Effective Date  
25 related or relating to the foregoing. Notwithstanding anything to the contrary in the  
26 foregoing, the releases set forth in this Section 13.8 shall not be construed as releasing any  
27 post-Effective Date obligations of any Person or Entity under the Plan or any document,  
28

1 instrument, or agreement executed to implement the Plan or reinstated under the Plan.

2 13.9. *Injunction Related to Discharge.* As of the Effective Date, and except as set forth  
3 in Articles VIII and IX hereof for Abuse Claimants who elect the Litigation Option to sue the  
4 Debtor (as a nominal party only), all Creditors treated under the Plan are, and shall be,  
5 expressly, conclusively, absolutely, unconditionally, irrevocably, and forever stayed,  
6 restrained, prohibited, barred and enjoined from taking any of the following actions against  
7 any Released Party or its property or successors or assigns on account of or based on the  
8 subject matter of Claims treated under the Plan, whether directly or indirectly, derivatively  
9 or otherwise: (a) commencing, conducting or continuing in any manner, directly or indirectly,  
10 any suit, action or other proceeding (including any judicial, arbitral, administrative or other  
11 proceeding) in any forum; (b) enforcing, attaching (including, without limitation, any  
12 prejudgment attachment), collecting, or in any way seeking to recover any judgment, award,  
13 decree, or other order; (c) creating, perfecting or in any way enforcing in any matter, directly  
14 or indirectly, any Lien or encumbrance; and/or (d) setting off, seeking reimbursement or  
15 contributions from, or subrogation against, or otherwise recouping in any manner, directly or  
16 indirectly, any amount against any liability or obligation that is discharged under Section 13.3  
17 of the Plan.

18 13.10. *Disallowed Claims.* On and after the Effective Date, the Debtor and the Reorganized  
19 Debtor shall be fully and finally discharged of any and all liability or obligation on any and all  
20 Disallowed Claims, and any order Disallowing a Claim that is not a Final Order as of the Effective  
21 Date solely because of an Entity's right to move for reconsideration of such Order pursuant to  
22 Section 502 of the Bankruptcy Code or Bankruptcy Rule 3008 shall nevertheless become and be  
23 deemed to be a Final Order on and as of the Effective Date. The Confirmation Order, except as  
24 otherwise provided herein, shall constitute an order Disallowing all Claims to the extent such Claims  
25 are not allowable under any provision of Section 502 of the Bankruptcy Code, including time-barred  
26 Claims, and Claims for unmatured interest.

27 13.11. *Channeling Injunction.* **IN CONSIDERATION OF THE UNDERTAKINGS**

1 UNDER THIS PLAN BY THE RELEASED PARTIES, THEIR CONTRIBUTIONS TO THE  
2 SURVIVORS' TRUST, AND OTHER CONSIDERATION AND TO FURTHER PRESERVE  
3 AND PROMOTE THE AGREEMENTS AMONG THE RELEASED PARTIES AND THE  
4 SETTLING INSURERS AND TO SUPPLEMENT WHERE NECESSARY THE  
5 INJUNCTIVE EFFECT OF THE DISCHARGE AS PROVIDED IN SECTIONS 524 AND  
6 1141 OF THE BANKRUPTCY CODE, AND PURSUANT TO SECTIONS 105 AND 363 OF  
7 THE BANKRUPTCY CODE:

8 13.11.1. ANY AND ALL CHANNELED CLAIMS, INCLUDING WITHOUT  
9 LIMITATION UNKNOWN ABUSE CLAIMS, ARE CHANNELED INTO THE  
10 SURVIVORS' TRUST AND SHALL BE TREATED, ADMINISTERED, DETERMINED,  
11 RESOLVED AND PAID IN THE AMOUNTS AS PROVIDED BY THE SURVIVORS'  
12 TRUST DISTRIBUTION PLAN AND PROCEDURES ESTABLISHED UNDER THIS  
13 PLAN AND THE SURVIVORS' TRUST AGREEMENT AS THE SOLE AND EXCLUSIVE  
14 REMEDY FOR ALL HOLDERS OF CHANNELED CLAIMS; AND

15 13.11.2. EXCEPT AS SET FORTH IN ARTICLES VIII AND IX HEREOF  
16 FOR ABUSE CLAIMANTS WHO ELECT THE LITIGATION OPTION TO SUE THE  
17 DEBTOR (AS A NOMINAL PARTY ONLY), ALL PERSONS WHO HELD OR ASSERTED,  
18 HOLD OR ASSERT, OR MAY IN THE FUTURE HOLD OR ASSERT ANY CHANNELED  
19 CLAIMS ARE HEREBY PERMANENTLY STAYED, ENJOINED, BARRED AND  
20 RESTRAINED FROM TAKING ANY ACTION, DIRECTLY OR INDIRECTLY, FOR THE  
21 PURPOSES OF ASSERTING, ENFORCING, OR ATTEMPTING TO ASSERT OR  
22 ENFORCE ANY CHANNELED CLAIM AGAINST THE RELEASED PARTIES AND  
23 THE SETTLING INSURERS, INCLUDING: (i) COMMENCING OR CONTINUING IN  
24 ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND WITH  
25 RESPECT TO ANY CHANNELED CLAIM AGAINST ANY OF THE RELEASED  
26 PARTIES OR SETTLING INSURERS OR AGAINST THE PROPERTY OF ANY OF THE  
27 RELEASED PARTIES OR SETTLING INSURERS; (ii) ENFORCING, ATTACHING,

1 COLLECTING OR RECOVERING, BY ANY MANNER OR MEANS, FROM ANY OF  
2 THE RELEASED PARTIES OR THE PROPERTY OF ANY OF THE RELEASED  
3 PARTIES OR SETTling INSURERS, ANY JUDGMENT, AWARD, DECREE, OR  
4 ORDER WITH RESPECT TO ANY CHANNELED CLAIM AGAINST ANY OF THE  
5 RELEASED PARTIES OR SETTling INSURERS; (iii) CREATING, PERFECTING OR  
6 ENFORCING ANY LIEN OF ANY KIND RELATING TO ANY CHANNELED CLAIM  
7 AGAINST ANY OF THE RELEASED PARTIES OR SETTling INSURERS OR THE  
8 PROPERTY OF THE RELEASED PARTIES OR SETTling INSURERS; (iv)  
9 ASSERTING, IMPLEMENTING OR EFFECTUATING ANY CHANNELED CLAIM OF  
10 ANY KIND AGAINST ANY OBLIGATION DUE ANY OF THE RELEASED PARTIES OR  
11 SETTling INSURERS, ANY OF THE RELEASED PARTIES OR SETTling INSURERS,  
12 OR THE PROPERTY OF ANY OF THE RELEASED PARTIES OR SETTling  
13 INSURERS; (v) TAKING ANY ACT, IN ANY MANNER, IN ANY PLACE WHATSOEVER,  
14 THAT DOES NOT CONFORM TO, OR COMPLY WITH, THE PROVISIONS OF THIS  
15 PLAN OR THE SURVIVORS' TRUST DOCUMENTS; AND (vi) ASSERTING OR  
16 ACCOMPLISHING ANY SETOFF, RIGHT OF INDEMNITY, SUBROGATION,  
17 CONTRIBUTION OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION  
18 DUE TO ANY OF THE RELEASED PARTIES OR SETTling INSURERS.

19 13.12. *Provisions Relating to the Channeling Injunction.*

20 13.12.1. *Modifications.* The Channeling Injunction is a permanent injunction. It  
21 shall not be modified, dissolved, or terminated.

22 13.12.2. *Non-Limitation.* Nothing in the Plan or the Survivors' Trust Documents  
23 shall or shall be construed in any way to limit the scope, enforceability, or effectiveness of the  
24 Channeling Injunction or the assumption by the Survivors' Trust of all liability with respect to the  
25 Abuse Claims.

26 13.12.3. *Bankruptcy Rule 3016 Compliance.* The Debtor's compliance with the  
27 requirements of Bankruptcy Rule 3016 shall not constitute or be deemed to constitute an admission  
28

1 that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy  
2 Code.

3 13.12.4. *No Duplicative Recovery.* In no event shall any Abuse Claimant be entitled  
4 to receive any payment, reimbursement, or restitution from any Released Party under any theory of  
5 liability for the same loss, damage, or other Abuse Claim that is reimbursed by the Survivors' Trust  
6 or is otherwise based on the same events, facts, matters, or circumstances that gave rise to the  
7 applicable Abuse Claim. This provision does not prohibit a Holder of Abuse Claim from pursuing  
8 recovery from Non-Settling Insurers for coverage of an Abuse Claim, subject to Articles VIII and  
9 IX hereof, or from seeking extracontractual damages under the *Hand* holding.

10 13.13. *Effect of Channeling Injunction.* The Channeling Injunction is an integral part of  
11 this Plan and is essential to this Plan's consummation and implementation. It is intended that the  
12 channeling of the Channeled Claims as provided in Section 13.11 of the Plan shall inure to the  
13 benefit of the Released Parties and the Settling Insurers. In any action to enforce the injunctive  
14 provisions of Section 13.11 of the Plan against a Holder of a Claim whereby it is held by a Final  
15 Order that such Holder willfully violated the terms of Section 13.11 of the Plan, the moving party  
16 may seek an award of costs including reasonable attorneys' fees against such Holder, and such other  
17 legal or equitable remedies as are just and proper, after notice and a hearing. The Channeling  
18 Injunction does not bar claims against any Non-Settling Insurer except to the extent a Non-Settling  
19 Insurer becomes a Settling Insurer.

20 13.14. *Exclusion Regarding Non-Settling Insurers.* **NOTWITHSTANDING THE**  
21 **FOREGOING, AND FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS ARTICLE**  
22 **XIII (INCLUDING THE RELEASES, INJUNCTIONS, AND EXCULPATIONS) LIMITS**  
23 **THE RIGHTS OF A NON-SETTLING INSURER AS SET FORTH IN, OR PRESERVED**  
24 **BY, THE PLAN, INCLUDING (I) ARTICLES VIII AND IX AND (II) THE RIGHTS OF**  
25 **ANY INSURER (INCLUDING NON-SETTLING INSURERS) TO ASSERT ANY CLAIMS**  
26 **FOR REINSURANCE UNDER REINSURANCE CONTRACTS OR CLAIMS UNDER**  
27 **RETROCESSIONAL CONTRACTS AGAINST THE SETTLING INSURERS AND OTHER**

1 **INSURANCE COMPANIES. FURTHERMORE, THE NON-SETTLING INSURERS ARE**  
2 **NOT GRANTING (NOR SHALL THEY BE SUBJECT TO) ANY THIRD- PARTY**  
3 **RELEASE, INJUNCTION, OR EXCULPATION COVERING ANY NON- DEBTOR**  
4 **PERSON OR ENTITY AND THEY SHALL BE DEEMED TO HAVE OPTED OUT OF ANY**  
5 **SUCH RELEASE, INJUNCTION, OR EXCULPATION.**

6 **ARTICLE XIV**

7 **MODIFICATION**

8 14.1. ***Modification of the Plan.***

9 14.1.1. To the fullest extent permitted under Section 1127 of the Bankruptcy Code,  
10 the Plan may be altered, amended or modified by the Debtor (or Reorganized Debtor as appropriate)  
11 at any time prior to its substantial consummation.

12 14.1.2. In the event of any modification, alteration or amendment on or before  
13 Confirmation, any votes to accept or reject this Plan shall be deemed to be votes to accept or reject  
14 this Plan as modified, unless the Bankruptcy Court finds that the modification, alteration or  
15 amendment materially and adversely affects the rights of parties in interest which have cast said  
16 votes.

17 14.2. ***Correction of Defects.*** Following the Effective Date, the Reorganized Debtor may  
18 initiate a proceeding or motion in the Bankruptcy Court in order to remedy any defects or omissions,  
19 or to reconcile any inconsistencies, in the Plan or the Confirmation Order, upon notice of such  
20 proceedings or motion served on all parties listed in the Post-Confirmation Notice List and any other  
21 parties who may be materially and adversely affected.

22 14.3. ***Savings Clause.*** Any minor defect or inconsistency in the Plan may be corrected or  
23 amended by the Confirmation Order.

24 14.4. ***Remedy of Defects.*** After the Effective Date, the Reorganized Debtor may, with  
25 approval of the Bankruptcy Court, and so long as it does not materially and adversely affect the  
26 interests of Holders of Claims, remedy any defect or omission or reconcile any inconsistencies in  
27 the Plan or in the Confirmation Order in such manner as may be necessary to carry out the purposes  
28

1 and effect of the Plan and in form and substance satisfactory to the Reorganized Debtor.

2 **ARTICLE XV**

3 **RETENTION OF JURISDICTION**

4 15.1. *Scope of the Bankruptcy Court's Retained Jurisdiction.* The Bankruptcy Court  
5 shall retain and have jurisdiction over the Chapter 11 Case for all purposes provided by the  
6 Bankruptcy Code, including for the following purposes:

7 15.1.1. To hear and determine motions for the assumption or rejection of  
8 Executory Contracts or Unexpired Leases, if any are pending on the Effective Date and not  
9 otherwise determined by Confirmation, and the allowance of Claims resulting therefrom.

10 15.1.2. To grant full and complete relief upon the request of the Reorganized  
11 Debtor.

12 15.1.3. To determine any and all objections to the allowance of Claims and to  
13 allow, disallow, estimate, liquidate, or determine any Claim, except with respect to Abuse Claims  
14 whose Holders select the Litigation Option pursuant to Section 9.8.4 hereof.

15 15.1.4. To determine any and all applications for compensation and reimbursement  
16 of expenses and any other fees and expenses authorized to be paid or reimbursed under the  
17 Bankruptcy Code or the Plan which accrued on or prior to the Confirmation Date.

18 15.1.5. To determine any and all applications, adversary proceedings and  
19 contested or litigated matters (a) that may be pending on the Effective Date, except as provided in  
20 the Confirmation Order; or (b) which shall be commenced on or after the Effective Date and be  
21 properly before the Bankruptcy Court.

22 15.1.6. To consider any modifications of the Plan, any defect or omission, or  
23 reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order,  
24 to the extent authorized by the Bankruptcy Code.

25 15.1.7. To implement the provisions of the Plan and to issue orders in aid of  
26 execution of the Plan to the extent authorized by Section 1142 of the Bankruptcy Code.

27 15.1.8. To resolve any disputes and otherwise hear such additional matters brought  
28

1 by the Survivors' Trustee or otherwise related to the Survivors' Trust Assets or to the fulfillment of  
2 the Survivors' Trustee's duties pursuant to the Plan and the Survivors' Trust Documents.

3 15.1.9. To hear and determine disputes arising in connection with the  
4 interpretation, implementation or enforcement of the Plan.

5 15.1.10. To enter a Final Decree and orders reopening the Chapter 11 Case as  
6 appropriate after entry of a Final Decree, *provided that* the Bankruptcy Court shall retain jurisdiction  
7 to enter an order terminating the Survivors' Trust and discharging the Survivors' Trustee in  
8 accordance with the terms of the Survivors' Trust, notwithstanding the issuance of the Final Decree  
9 and closing of the Chapter 11 Case and without the necessity of reopening the Chapter 11 Case.

10 15.1.11. To hear any other matter consistent with the Bankruptcy Code.

11 15.2. ***Failure of Bankruptcy Court to Exercise Jurisdiction.*** If the Bankruptcy Court  
12 abstains from exercising or declines to exercise jurisdiction or is otherwise without jurisdiction over  
13 any matter arising out of the Chapter 11 Case, including matters set forth in this Article XV, such  
14 lack of jurisdiction will not diminish, control, prohibit, or limit the exercise of jurisdiction by any  
15 other court having competent jurisdiction with respect to such matter.

## 16 ARTICLE XVI

### 17 MISCELLANEOUS PROVISIONS

18 16.1. ***Enforcement.*** The Committee, the Debtor and the Reorganized Debtor may take  
19 such actions, including the initiation of proceedings or the prosecution of a motion, as may be  
20 reasonably necessary in order to interpret or enforce the purposes and intent of the Plan.

21 16.1.1. ***Forum for Enforcement.*** Subject to the retained jurisdiction of the  
22 Bankruptcy Court, any motion or proceeding to enforce the Plan may be brought before the  
23 Bankruptcy Court or any other court of competent jurisdiction.

24 16.1.2. ***Expenses of Enforcement.*** In the event that any action, motion, contested  
25 matter, complaint, answer, counterclaim, cross-claim or other action is filed or taken by the  
26 Committee or the Reorganized Debtor either in the Bankruptcy Court or otherwise, in order to  
27 enforce or interpret any terms of the Plan or the Confirmation Order, or any order or agreement  
28

1 made in implementation of the Plan, the prevailing party in such matter (as determined by a court  
2 of competent jurisdiction) shall be entitled to recover from any opposing party its expenses,  
3 including reasonable attorneys' fees and costs, incurred in such matter.

4       16.2. **Exemption from Certain Transfer Taxes and Recording Fees.** Pursuant to Section  
5 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of a security, or the making or  
6 delivery of an instrument of transfer under the Plan may not be taxed under any law imposing a  
7 stamp tax or similar tax. The taxes from which such transfers are exempt include stamp taxes,  
8 recording taxes, sales and use taxes, transfer taxes, and other similar taxes.

9       16.3. **Effectuating Documents.** The Committee, the Debtor or the Reorganized Debtor,  
10 as the case may be, are each authorized to execute, deliver, file, or record such contracts,  
11 instruments, releases, and other agreements or documents and take such actions as may be necessary  
12 or appropriate to implement, effectuate, and further evidence the terms and conditions of the Plan  
13 and any notes or interests issued pursuant to the Plan.

14       16.4. **Governing Law.** Unless a rule of law or procedure is supplied by federal law,  
15 including the Bankruptcy Code and the Bankruptcy Rules, the laws of the State of California  
16 (without reference to its conflict of law rules) will govern the construction and implementation of  
17 the Plan and any agreement, documents, and instruments executed in connection with the Plan  
18 unless otherwise specifically provided in such agreements, documents, or instruments.

19       16.5. **Integration.** The provisions of this Plan and the Confirmation Order shall supersede  
20 any and all prior agreements, documents, understandings, written or otherwise, in respect of any  
21 Claim, and the treatment or satisfaction thereof, except as provided in any order of the Bankruptcy  
22 Court. All such prior agreements, documents or understandings are merged herein, and no Person  
23 may thereafter pursue or prosecute any Claim or demand arising out of or pertaining to such  
24 superseded agreements, documents or understandings as against the Debtor, Reorganized Debtor or  
25 the Committee.

26       16.6. **Inconsistency.** In the event of any inconsistency between the Plan and any Exhibit  
27 to the Plan or any other instrument or document created or executed pursuant to the Plan, including  
28

1 the Survivors' Trust Documents, the Plan shall govern. In the event of any inconsistency between  
2 the Plan or any other document and the Confirmation Order, the Confirmation Order shall govern.

3 16.7. **Section Headings.** Headings are used in the Plan for convenience and reference only  
4 and shall not affect in any way the meaning or interpretation of the Plan or constitute a part of the  
5 Plan for any other purpose.

6 16.8. **Severability.** If any provision in the Plan is determined to be unenforceable, the  
7 determination will in no way limit or affect the enforceability and operative effect of any other  
8 provision of the Plan.

9 **ARTICLE XVII**

10 **REQUEST FOR CONFIRMATION**

11 17.1. **Confirmation Pursuant to § 1129(b).** If necessary, the Debtor requests  
12 Confirmation of the Plan pursuant to Section 1129(b) of the Bankruptcy Code.

13 [signatures on the next page]  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 DATED: March 27, 2026

**THE ROMAN CATHOLIC BISHOP OF  
OAKLAND**

2

By: /s/ Attila Bardos  
Attila Bardos  
Chief Financial Officer

3

4

Presented by:

5

FOLEY & LARDNER LLP

6

Eileen R. Ridley

Shane J. Moses

7

Ann Marie Uetz

Matthew D. Lee

8

Geoffrey S. Goodman

Mark C. Moore

9

/s/ Shane J. Moses

10

Shane J. Moses

11

*Counsel for the Debtor  
and Debtor in Possession*

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

**Schedule 1.1.26**

**Legal Description of Cathedral Property Parcel**

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

LEGAL DESCRIPTION OF LAND - CATHEDRAL

Real property in the City of Oakland, County of Alameda, State of California, described as follows:  
Parcel 2, Parcel Map 6031, filed March 4, 1991 in Book 196, Pages 41 and 42 of Maps, Alameda County Records.

APN: 008 -0653-024

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

**Schedule 1.1.34**  
**Child Protection Protocols**

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

TABLE OF CONTENTS

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

## I.

### **GUIDING PRINCIPLES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II.

### DEFINITIONS

The terms below have the meaning stated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III.

## **CHILD PROTECTION PROTOCOLS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. **The Child Protection Policies**

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

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

2.3 The Child Protection Policies shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. Reporting Requirements**

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

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

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

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

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

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

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

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

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

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

#### 4. **Education**

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

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

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

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

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

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

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

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

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

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

## 5. Communications and Disclosures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 5.15 **Inquiries from Third Parties.**

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

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

### 6. **Prevention Requirements**

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

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

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

### 6.3.1 Clearances.

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

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

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

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

### 6.3.2 Employee or Volunteer Clearance Results.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 7.2 **Outcomes of the Investigation Process.**

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

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

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

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

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

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

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

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

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

### 7.2.5 Role of the Bishop in the Process.

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

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

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

### 7.2.6 Legal Considerations.

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

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

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

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

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

## **8. Outreach and Assistance for Survivors**

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

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

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

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

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

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

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

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

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

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

## **9. Record Keeping**

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

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

9.3 The Diocesan Entities shall maintain files for all Clergy.

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

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

9.5.1 Signed documents under the Child Protection Policies.

9.5.2 Copies of all returned background checks.

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

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

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

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

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

## **10. Compliance Auditing**

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

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

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

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

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

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

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

## **11. Arbitration of Disputes Concerning the Child Protection Protocols**

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

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

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

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

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

#### IV.

#### **A PROMISE TO HEAL**

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

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

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

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

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

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

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

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

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

**Schedule 1.1.35**  
**Schedule of Churches**

## Church Listing

Church Names	City
HOLY SPIRIT/NEWMAN HALL CHURCH	BERKELEY
ST. MARY MAGDALEN CHURCH	BERKELEY
CATHEDRAL OF CHRIST THE LIGHT	OAKLAND
ST. THERESA CHURCH	OAKLAND
ST. PATRICK MISSION	CROCKETT
ST. BARNABAS CHURCH	ALAMEDA
ST. JOSEPH BASILICA	ALAMEDA
ST. AMBROSE CHURCH	BERKELEY
OUR LADY OF GRACE CHURCH	CASTRO VALLEY
TRANSFIGURATION CHURCH	CASTRO VALLEY
ST. RAYMOND PENAFORT CHURCH	DUBLIN
CORPUS CHRISTI CHURCH	FREMONT
HOLY SPIRIT CHURCH	FREMONT
ST. JAMES THE APOSTLE CHURCH	FREMONT
ST. JOSEPH CHURCH	FREMONT
OUR LADY OF GUADALUPE CHURCH	FREMONT
ALL SAINTS CHURCH	HAYWARD
ST. BEDE CHURCH	HAYWARD
ST. CLEMENT CHURCH	HAYWARD
ST. JOACHIM CHURCH	HAYWARD
ST. CHARLES BORROMEO CHURCH	LIVERMORE
ST. MICHAEL CHURCH	LIVERMORE
ST. EDWARD CHURCH	NEWARK
ST. AUGUSTINE CHURCH	OAKLAND
ST. BENEDICT CHURCH	OAKLAND
ST. BERNARD CHURCH	OAKLAND
ST. ELIZABETH CHURCH	OAKLAND
ST. LEO THE GREAT CHURCH	OAKLAND
OUR LADY OF LOURDES CHURCH	OAKLAND
ST. MARGARET MARY CHURCH	OAKLAND
ST. PATRICK CHURCH	OAKLAND
SACRED HEART CHURCH	OAKLAND
CORPUS CHRISTI CHURCH	PIEDMONT
CATHOLIC COMMUNITY of PLEASANTON	PLEASANTON
CHURCH OF THE ASSUMPTION	SAN LEANDRO
OUR LADY OF GOOD COUNSEL	SAN LEANDRO
ST. FELICITAS CHURCH	SAN LEANDRO
ST. LEANDER CHURCH	SAN LEANDRO
ST. JOHN THE BAPTIST CHURCH	SAN LORENZO
OUR LADY OF THE ROSARY CHURCH	UNION CITY
ST. ANNE CHURCH	UNION CITY
ST. IGNATIUS OF ANTIOCH CHURCH	ANTIOCH
IMMACULATE HEART of MARY CHURCH	BRENTWOOD
ST. AGNES CHURCH	CONCORD
ST. BONAVENTURE CHURCH	CONCORD

	<b>Church Names</b>	<b>City</b>
1	ST. FRANCIS OF ASSISI CHURCH	CONCORD
2	QUEEN OF ALL SAINTS CHURCH	CONCORD
3	ST. ROSE OF LIMA CHURCH	CROCKETT
	ST. ISIDORE CHURCH	DANVILLE
4	ST. JEROME CHURCH	EL CERRITO
	ST. JOHN THE BAPTIST CHURCH	EL CERRITO
5	ST. CALLISTUS CHURCH	EL SOBRANTE
	ST. PERPETUA CHURCH	LAFAYETTE
6	ST. CATHERINE OF SIENA CHURCH	MARTINEZ
7	ST. MONICA CHURCH	MORAGA
	ST. ANTHONY CHURCH	OAKLEY
8	SANTA MARIA CHURCH	ORINDA
	ST. JOSEPH CHURCH	PINOLE
9	CHURCH OF THE GOOD SHEPHERD	PITTSBURG
	OUR LADY QUEEN OF THE WORLD	BAY POINT
10	ST. PETER MARTYR CHURCH	PITTSBURG
11	CHRIST THE KING CHURCH/ST. STEPHEN CHURCH	PLEASANT HILL/WALNUT CREEK
12	OUR LADY OF MERCY CHURCH	POINT RICHMOND
	ST. CORNELIUS CHURCH	RICHMOND
13	ST. DAVID OF WALES CHURCH	RICHMOND
	ST. PATRICK CHURCH	RODEO
14	ST. JOAN OF ARC CHURCH	SAN RAMON
15	ST. ANNE CHURCH	WALNUT CREEK
	ST. JOHN VIANNEY CHURCH	WALNUT CREEK
16	ST. MARY CHURCH	WALNUT CREEK
	DIVINE MERCY CHURCH	OAKLAND DIVIMERCC
17	ST. MARK CHURCH	RICHMOND
18	ST. ANTHONY	MARY HELP OF CHRISTIANS
19	ST. COLUMBA CHURCH	OAKLAND
	ST. JARLATH CHURCH	OAKLAND
20	ST. LOUIS BERTRAND	OAKLAND
	MOST HOLY ROSARY CHURCH	ANTIOCH
21	ST. JOSEPH THE WORKER CHURCH	BERKELEY
22	ST. ANNE CHURCH	BYRON
	ST. PAUL CHURCH	SAN PABLO
23	ST. PHILIP NERI	ST. ALBERT THE GREAT CHURCH ALAMEDA
24		
25		
26		
27		
28		

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

**Schedule 1.1.106**

**Legal Description of Livermore Property**

The land referred to is situated in the County of Alameda, City of Livermore, State of California, and is described as follows:

Beginning at the Northwest corner of Plot F of the Rancho Las Positas, running thence North 89° 49' East, 24.65 chains; thence South 74° 15' East, 16.10 chains; thence South 68° 55' East 12.90 chains; thence South 38° 14' East, 13.84 chains; thence South 83° 7' West, 21.76 chains; thence South 4° 40' West 8.18 chains; thence North 57° 04' West, 7.68 chains; thence North 65° 44' West, 5.885 chains; thence South 83° 18' West, 25.80 chains; thence North 2° 11' West, 27.02 chains to the point of beginning. Containing 122.66 acres and being a portion of Plot F of the Rancho Las Positas.

EXCEPTING THEREFROM, that portion conveyed to the State of California in the Grant Deed recorded September 30, 1952, Book 6837, Page 111, Official Records.

APN: 902-0008-001