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

In re:

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

Debtor.

Case No. 23-40523

Chapter 11

**NOTICE OF FILING OF REDLINES OF
DEBTOR'S MODIFIED FOURTH
AMENDED PLAN OF REORGANIZATION
AND DISCLOSURE STATEMENT IN
SUPPORT THEREOF**

Judge: Hon. William J. Lafferty

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

3 The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor-
4 in-possession (the “Debtor”) in the above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case”),
5 hereby files this notice (this “Notice”) of redlines of its *Debtor’s Modified Fourth Amended Plan of*
6 *Reorganization, Dated March 27, 2026* [Docket No. 2758] (the “Modified Fourth Amended Plan”) and
7 *Disclosure Statement in Support of Debtor’s Modified Fourth Amended Plan of Reorganization* [Docket
8 No. 2759] (the “Disclosure Statement for Fourth Amended Plan”).

9 The Disclosure Statement for Fourth Amended Plan provides an overview of the Modified Fourth
10 Amended Plan, including the treatment of claims therein, and identifies material changes from the
11 *Debtor’s Fourth Amended Plan of Reorganization* [Docket No. 2654-2] (the “Original Fourth Amended
12 Plan”) and *Debtor’s Third Amended Plan of Reorganization, Dated March 17, 2025* [Docket No. 1830]
13 (the “Debtor’s Third Amended Plan”).

- 14 • A redline of the Modified Fourth Amended Plan against the Original Fourth Amended Plan
15 is attached hereto as **Exhibit 1**.
- 16 • A redline of the Modified Fourth Amended Plan against the Debtor’s Third Amended Plan
17 is attached hereto as **Exhibit 2**.
- 18 • A redline of the Disclosure Statement for Fourth Amended Plan against the Debtor’s
19 *Executive Summary, Frequently Asked Questions, and General Information Regarding*
20 *Debtor’s Fourth Amended Plan of Reorganization* [Docket No. 2654-1] filed on February
21 20, 2026, is attached hereto as **Exhibit 3**.

22 The Debtor intended to and was prepared to file the Modified Fourth Amended Plan and Disclosure
23 Statement for Fourth Amended Plan on Friday, March 27, 2026, but was unable to complete filing before
24 the CM/ECF system was taken down for maintenance at 5:00 p.m. on March 27. Counsel for Debtor
25 therefore emailed copies of the Modified Fourth Amended Plan, Disclosure Statement for Fourth
26 Amended Plan, and redline of the Modified Fourth Amended Plan against the Original Fourth Amended
27 Plan to counsel for the Committee, the US Trustee, the Non-Debtor Catholic Entities, the Unknown Abuse
28

NOTICE OF FILING OF REDLINES OF DEBTOR’S MODIFIED FOURTH AMENDED PLAN

1 Claims Representative, and the Insurers on the evening of March 27. A copy of this email is attached
2 hereto as **Exhibit 4** (without attachments).

3 DATED: March 29, 2026

Respectfully submitted,

4 **FOLEY & LARDNER LLP**

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Shane J. Moses

Ann Marie Uetz

Matthew D. Lee

Geoffrey S. Goodman

Mark C. Moore

5
6
7
8 /s/ Shane J. Moses

9 SHANE J. MOSES

10 *Counsel for the Debtor*
11 *and Debtor in Possession*

Exhibit 1 to Notice of Filing
(Redline of Debtor's Modified Fourth Amended Plan against Original
Fourth Amended Plan)

EXHIBIT 1

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

In re:

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

Debtor.

Case No. 23-40523 WJL

Chapter 11

Judge: Hon. William J. Lafferty

DEBTOR'S MODIFIED FOURTH AMENDED PLAN OF REORGANIZATION

DATED ~~FEBRUARY 20~~ MARCH 27, 2026

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INTRODUCTION

This Modified Fourth Amended Plan of Reorganization, dated ~~February 20~~March 27, 2026 (as amended, modified or supplemented from time to time, the “Plan”),¹ is proposed by The Roman Catholic Bishop of Oakland, a California corporation sole, ~~and~~ the debtor and debtor in possession (the “Debtor” or “RCBO”) in the above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case”). Holders of Claims (as those terms are defined below) may refer to the ~~Plan Summary (as Disclosure Statement~~ (defined in Section 1.1.88 hereof below) for a summary and description of the Plan and a discussion of the Debtor’s history, estate, assets, mission, operations, historical financial information, and projections of future operations. The Debtor is the proponent of this Plan within the meaning of Section 1129 of title 11 of the United States Code, as amended from time to time and as in effect during the Chapter 11 Case (the “Bankruptcy Code”).

The Debtor has concurrently filed ~~concurrently with this Fourth Amended Plan~~ a document comparing this Modified Fourth Amended Plan to the Debtor’s ~~Third~~Fourth Amended Plan of Reorganization dated ~~March 17~~February 20, 2025~~2026~~. All interested parties, including without limitation Holders of Claims, are urged to review that comparison to identify the amendments included in the Modified Fourth Amended Plan (as compared to the Fourth Amended Plan).

ARTICLE I ~~ARTICLE I~~

DEFINITIONS AND RULES OF INTERPRETATION

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

1.1.1. “Abuse” means sexual conduct or misconduct, sexual abuse or

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

+

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

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

16 1.1.3. [Reserved].

17 1.1.4. ~~1.1.3.~~ **“Abuse Claimant”** means a Holder of an Abuse Claim.

18 1.1.5. ~~1.1.4.~~ **“Abuse Claims Reviewer”** means the Person ~~appointed by order of~~
19 ~~the Court on the Debtor’s motion, and once appointed to be identified in the Trust~~
20 ~~Documents,~~chosen by the Committee to review ~~all~~-Abuse Claims and allocate to each Allowed
21 Abuse Claim a percentage of the Survivors’ Trust recovery pool based on numerical scaling factors
22 (but not based on alleged dollar value of the Claim), except for those Abuse Claims held by Abuse
23 Claimants who have elected to receive an Immediate Payment, in accordance with the procedures
24 set forth in the Survivors’ Trust Documents. The identity of the Abuse Claims Reviewer shall be
25 disclosed in a Plan Supplement.

26 1.1.6. ~~1.1.5.~~ **“Abuse Insurance Policies”** means any insurance policy alleged in
27
28

1 the Coverage Action or in any Abuse Claim Litigation (as defined in Section 9.8.4 of the Plan) to
2 provide insurance coverage for any Abuse Claim.

3 1.1.7. ~~1.1.6.~~ **“Abuse Related Contribution Claim”** means any Person’s Claim
4 against any other Person for contribution, indemnity, equitable indemnity, subrogation, or equitable
5 subrogation, or reimbursement, or any other indirect or derivative recovery, arising because such
6 Person has paid or defended against any Abuse Claim including but not limited to a Joint Tortfeasor
7 or the like, but excluding any claim by an Insurer for contribution or similar relief.

8 1.1.8. **“Additional Distributions”** shall have the meaning ascribed to such term
9 in Section 9.8.3.3 of this Plan.

10 1.1.9. **“Additional Reserves”** shall have the meaning ascribed to such term in
11 Section 9.8.3.3 of this Plan.

12 1.1.10. ~~1.1.7.~~ **“Administrative Expense Claim”** means any right to payment
13 constituting a cost or expense of administration of the Chapter 11 Case under Sections 503(b) and
14 507(a)(1) of the Bankruptcy Code, including, without limitation, any actual and necessary costs and
15 expenses of preserving the Estate of the Debtor, any actual and necessary costs and expenses of the
16 Debtor’s operations, and any indebtedness or obligations incurred or assumed by the Debtor in
17 connection with the conduct of its business, but not including Fee Claims, Cure Claims, or U.S.
18 Trustee Fees. Administrative Expense Claims are further described in in Section 3.1 below.

19 1.1.11. ~~1.1.8.~~ **“Administrative Expense Claims Bar Date”** means the date that is
20 45 days after the Effective Date.

21 1.1.12. ~~1.1.9.~~ **“Adventus”** means a California nonprofit public benefit corporation
22 by that name, separate and distinct from RCBO.

23 1.1.13. ~~1.1.10.~~ **“Affiliate”** shall have the meaning set forth in Section 101(2) of the
24 Bankruptcy Code.

25 1.1.14. ~~1.1.11.~~ **“Allowed”** means, with respect to any Claim, except as otherwise
26 provided herein: (a) a Claim that is evidenced by a Proof of Claim Filed by the applicable Claims
27

1 Bar Date, (b) a Claim for which a Proof of Claim is or shall not be required to be Filed under the
2 Plan, the Bankruptcy Code, or a Final Order of the [Bankruptcy](#) Court, (c) a Claim that is listed in
3 the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim
4 has been timely Filed, (d) a Claim Allowed pursuant to the Plan or a Final Order of the [Bankruptcy](#)
5 Court; provided, however, that with respect to a Claim described in clauses (a), (b), and (c) above,
6 such Claim shall be considered Allowed only if no objection to its allowance has been made before
7 the Claims Objection Deadline or within such time fixed by the Plan, the Bankruptcy Code, the
8 Bankruptcy Rules, or the [Bankruptcy](#) Court (except with respect to a Trust Claim whose Holder
9 elects the Litigation Option, in which case any such Trust Claim shall only be considered Allowed
10 (i) following entry of a final judgment pursuant to a Final Order by a non-bankruptcy court of
11 competent jurisdiction as set forth in the Plan, (ii) upon the effective date of any Insurance
12 Settlement Agreement covering such Trust Claim for purposes of such settlement only, or (iii) upon
13 the effective date of any settlement agreement between the Holder of such Trust Claim and one or
14 more Non-Settling Insurers pursuant to or following which settlement such Holder reverts from the
15 Litigation Option to the Distribution Option for purposes of the Distribution Option only).
16 Notwithstanding the foregoing, pursuant to the Survivors' Trust Distribution Procedures, the
17 Survivors' Trustee may deem any Abuse Claim filed after the Bar Date Allowed; provided,
18 however, the Survivors' Trustee may not deem an Abuse Claim Allowed if such Abuse Claim has
19 been Disallowed by order of the Bankruptcy Court.

20 1.1.15. ~~1.1.12.~~ "Assigned Insurance Interests" means all rights, claims, interests,
21 benefits, responsibilities and obligations of the Debtor and RCWC (solely as to Released RCWC
22 Claims) in the Non-Settling Insurer Policies that are assignable under applicable law and to the
23 fullest extent assignable under applicable law, including, without limitation, Insurance Actions,
24 subject to the terms hereof including without limitation Articles VIII and IX of the Plan and the
25 provisions of the Plan concerning the Litigation Option.

26 1.1.16. ~~1.1.13.~~ "Assumed Employee Benefit Plans" means any written contracts,
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1 agreements, policies, programs, and plans (including any related trust or other funding vehicle)
2 governing any obligations relating to compensation, reimbursement, indemnity, health care benefits,
3 disability benefits, deferred compensation benefits, travel benefits, vacation and sick leave benefits,
4 paid time off, savings, severance benefits, retirement benefits, welfare benefits, relocation programs,
5 life insurance, and accidental death and dismemberment insurance, including written contracts,
6 agreements, policies, programs, and plans for bonuses and other incentives or compensation for the
7 current and former officers, employees, and priests, as applicable, of the Debtor, but excluding the
8 Priest Long-Term Care Plan and the SERP.

9 1.1.17. ~~1.1.14.~~ “**Assumption Objection**” means an objection to assumption or
10 cure of an Executory Contract, as described in Sections 7.2.2 and 7.2.3 herein.

11 1.1.18. ~~1.1.15.~~ “**Avoidance Actions**” means any and all rights to recover or avoid
12 transfers or Liens under Chapter 5 of the Bankruptcy Code or otherwise, including Sections 506(d),
13 541, 542, 543, 544, 545, 547, 548, 549, 550, or 553 of the Bankruptcy Code, or otherwise under
14 the Bankruptcy Code or under similar or related state or federal statutes and common law, including
15 all preference, fraudulent conveyance, fraudulent transfer, and/or other similar avoidance claims,
16 rights, and causes of action, whether or not litigation has been commenced as of the Effective Date
17 to prosecute such Avoidance Actions; subject, however, to any releases thereof provided in this
18 Plan, the Confirmation Order, or any other Final Order of the Bankruptcy Court.

19 1.1.19. ~~1.1.16.~~ “**Ballot**” means the form of ballot approved by the Bankruptcy
20 Court for each Class of Claims entitled to vote on ~~the~~this Plan, as sent to all creditors entitled to vote
21 on ~~the~~this Plan, whereby such creditors ~~were~~are permitted to indicate their vote to accept or reject
22 ~~the~~this Plan.

23 1.1.20. “**Bankruptcy Code**” shall have the meaning ascribed to such term in the
24 Introduction Section of this Plan.

25 1.1.21. ~~1.1.17.~~ “**Bankruptcy Court**” means the United States Bankruptcy Court
26 for the Northern District of California, Oakland Division, having jurisdiction over the Chapter 11

1 Case.

2 1.1.22. “Bankruptcy Rules” shall have the meaning ascribed to such term in
3 Section 1.1 of this Plan.

4 1.1.23. ~~1.1.18.~~ “Bar Date Order” means the *Order Establishing Deadlines for*
5 *Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [~~Docket~~Dkt. No.
6 293], entered by the Bankruptcy Court on July 25, 2023, and as expressly amended and as may be
7 expressly amended from time to time.

8 1.1.24. ~~1.1.19.~~ “Business Day” means any day other than a Saturday, Sunday, or
9 any “legal holiday” as defined in Bankruptcy Rule 9006(a).

10 1.1.25. ~~1.1.20.~~ “Cash” means the legal tender of the United States of America, or
11 its equivalent.

12 1.1.26. ~~1.1.21.~~ “Cathedral Property” means the parcel of real estate described on
13 Schedule ~~1.1.21~~1.1.26, owned as of the Petition Date by The Catholic Cathedral Corporation of the
14 East Bay (“CCCEB”).

15 1.1.27. ~~1.1.22.~~ “Cause of Action” means any action, claim, cause of action,
16 controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage,
17 judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character
18 whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured,
19 suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured,
20 assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract
21 or in tort, in law, or in equity or pursuant to any other theory of law. For the avoidance of doubt,
22 “Cause of Action” includes: (a) any right of setoff, counterclaim, or recoupment and any claim for
23 breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to
24 Claims; (c) any Claim pursuant to Section 362 or Chapter 5 of the Bankruptcy Code; (d) any claim
25 or defense including fraud, mistake, duress, and any other defenses set forth in Section 558 of the
26 Bankruptcy Code; (e) any state or foreign law fraudulent transfer or similar claim; (f) any cause of

1 action asserted by the Debtor in the Coverage Action; and (g) any cause of action described on the
2 Debtor's Schedules or Statements of Financial Affairs.

3 1.1.28. ~~1.1.23.~~ "**CCCEB Note**" means that certain Promissory Note dated as of
4 April 16, 2009, payable by CCCEB to the Debtor, as amended, modified, or restated including by
5 that certain Amendment #1 to Promissory Note dated as of January 1, 2014, by and between the
6 Debtor and CCCEB, and that certain Amendment #1 to Promissory Note dated as of February 1,
7 2017, by and between the Debtor and CCCEB.

8 1.1.29. ~~1.1.24.~~ "**CCCEB Settlement**" means the transaction described in Section
9 12.3 of the Plan, as set forth in the CCCEB Settlement Documents.

10 1.1.30. ~~1.1.25.~~ "**CCCEB Settlement Documents**" means all documents necessary
11 to effectuate the CCCEB Settlement as of the Effective Date.

12 1.1.31. ~~1.1.26.~~ "**Channeled Claim**" means any Claim, including without
13 limitation an Abuse Claim ~~and/or any Claim,~~ against a Released Party or any Settling Insurer arising
14 from, in connection with, or related to an Abuse Claim, or any of the Abuse Insurance Policies
15 issued by any Settling Insurers, including Abuse Related Contribution Claims, but not including (a)
16 an Abuse Claim against any Person who personally committed an act or acts of Abuse resulting in
17 a Claim against the Debtor or any Non-Debtor Catholic Entity; ~~or~~ (b) any Claim (including any
18 Abuse Claim) held by a Non-Settling Insurer against any Released Party other than the Debtor or
19 the Reorganized Debtor.

20 1.1.32. ~~1.1.27.~~ "**Channeling Injunction**" means the injunction imposed pursuant
21 to Section 13.11 of this Plan and the Confirmation Order.

22 1.1.33. "**Chapter 11 Case**" shall have the meaning ascribed to such term in the
23 Introduction Section of this Plan.

24 1.1.34. ~~1.1.28.~~ "**Child Protection Protocols**" means the Child Protection
25 Protocols for the Roman Catholic Bishop of Oakland, California to be implemented not later than
26 the Effective Date, a copy of which ~~will be filed with the Plan Supplement~~ is attached as Schedule
27

1 [1.1.34.](#)

2 [1.1.35.](#) ~~1.1.29.~~ “**Churches**” means the individual Catholic churches within the
3 Diocese of Oakland, each of which is part of the corporation sole that is the Debtor, and each of
4 which is listed on ~~Schedule 1.1.29~~[1.1.35](#) attached hereto.

5 [1.1.36.](#) ~~1.1.30.~~ “**Claim**” shall have the meaning set forth in Section 101(5) of the
6 Bankruptcy Code.

7 [1.1.37.](#) “**Claim Enhancement**” shall have the meaning ascribed to such term in
8 [Section 9.8.4.2 of this Plan.](#)

9 [1.1.38.](#) ~~1.1.31.~~ “**Claims Bar Date**” means, including without limitation for Claims
10 arising under Section 503(b)(9) of the Bankruptcy Code, and in accordance with the terms of the
11 Bar Date Order, (i) for all Claims other than Claims of Governmental Units, September 11, 2023, at
12 ~~5:00 p.m~~[5:00 p.m.](#) Pacific Time, and (ii) for Claims of Governmental Units, November 6, 2023, at
13 ~~5:00 p.m~~[5:00 p.m.](#) Pacific Time.

14 [1.1.39.](#) ~~1.1.32.~~ “**Claims Objection Deadline**” means the deadline for objecting to
15 a Claim, which shall be on the date that is the later of: (a) 12 months after the Effective Date, and
16 (b) such other period of limitation as may be specifically fixed by the Debtor or the Reorganized
17 Debtor, as applicable, or by an order of the [Bankruptcy](#) Court for objecting to such Claims. For the
18 avoidance of doubt, the Claims Objection Deadline shall not apply to [\(a\) the Survivors’ Trustee as](#)
19 [to objections to Abuse Claims, or \(b\) Non-Settling Insurers who agree to defend against an Abuse](#)
20 [Claim asserted by](#) any Abuse Claim Holder who elects the Litigation Option ~~as set forth in Section~~
21 ~~5.2.2 and Articles VIII and IX hereof~~; *provided, however,* Non-Settling Insurers shall only assert
22 objections and defenses to an Abuse Claim, [other than those arising under the Bankruptcy Code](#), in
23 the appropriate non-bankruptcy forum following the election of the Holder of such Abuse Claim of
24 the Litigation Option as defined in Section 9.8.4 hereof.

25 [1.1.40.](#) ~~1.1.33.~~ “**Claims Register**” means the official register of Claims maintained
26 by the Debtor or Reorganized Debtor, as applicable.

1 1.1.41. ~~1.1.34.~~ “**Class**” means a category of Holders of Claims as set forth in
2 Section 2.3 of this Plan, under Section 1122(a) of the Bankruptcy Code.

3 1.1.42. ~~1.1.35.~~ “**Committee**” means the Official Committee of Unsecured
4 Creditors appointed in the Chapter 11 Case on May 23, 2023.

5 1.1.43. ~~1.1.36.~~ “**Confirmation**” means the entry of the Confirmation Order on the
6 docket of the Chapter 11 Case.

7 1.1.44. “**Confirmation Date**” means the date on which the Bankruptcy Court
8 enters the Confirmation Order.

9 1.1.45. ~~1.1.37.~~ “**Confirmation Order**” means an Order of the Bankruptcy Court
10 confirming the Plan under Section 1129 of the Bankruptcy Code.

11 1.1.46. “**Contribution**” shall have the meaning ascribed to such term in Section
12 8.4 of this Plan.

13 1.1.47. ~~1.1.38.~~ “**Coverage Action**” means the proceeding captioned *In re: The*
14 *Roman Catholic Bishop of Oakland Insurance Adversary Proceeding Litigation*, Case Nos. 3:24-
15 cv-~~00709~~-00709-JSC & 3:24-cv-00711-JSC (N.D. Cal.) and all adversary proceedings consolidated
16 thereunder.

17 ~~1.1.39. “Coverage Claims” means all Claims against a Non-Settling Insurer under~~
18 ~~or relating to the policies issued by such Non-Settling Insurer.~~

19 1.1.48. ~~1.1.40.~~ “**Creditor**” shall have the meaning set forth in Section 101(10) of
20 the Bankruptcy Code.

21 1.1.49. ~~1.1.41.~~ “**Cure Amount**” means all amounts, including an amount of \$0.00,
22 required to cure any monetary default under any Executory Contract or Unexpired Lease (or any
23 lesser amount agreed to by the counterparty to an Executory Contract or Unexpired Lease of the
24 Debtor) to be assumed by the Debtor under Sections 365 or 1123 of the Bankruptcy Code.

25 1.1.50. ~~1.1.42.~~ “**Cure Claim**” means a monetary Claim arising out of the Debtor’s
26 default(s) under any Executory Contract or Unexpired Lease at the time such contract or lease is
27

1 assumed by the Debtor pursuant to Section 365 of the Bankruptcy Code.

2 1.1.51. ~~1.1.43.~~ **“Debtor”** shall ~~have~~ has the meaning ~~set forth~~ ascribed to such term
3 in the Introduction ~~hereof~~ Section of this Plan.

4 1.1.52. **“Debtor Cash Contribution”** has the meaning ascribed to such term in
5 Section 9.3.1 of this Plan.

6 1.1.53. **“Debtor Contribution Deeds of Trust”** has the meaning ascribed to such
7 term in Section 9.3.1.6 of this Plan.

8 1.1.54. **“Debtor Extracontractual Insurance Actions”** means any Insurance
9 Actions of the Debtor arising before or actually asserted by the Debtor before the Effective Date.

10 1.1.55. ~~1.1.44.~~ **“DIP Availability”** means, as of the Effective Date, the amount of
11 authorized but unused borrowing under the DIP Facility, less the estimated amount of accrued
12 ~~unpaid~~ Professional Fees as of the Effective Date.

13 1.1.56. ~~1.1.45.~~ **“DIP Facility”** means any Debtor-in-Possession financing obtained
14 by the Debtor prior to the Effective Date pursuant to Section 364 of the Bankruptcy Code.

15 1.1.57. ~~1.1.46.~~ **“DIP Obligations”** means all amounts outstanding under the DIP
16 Facility.

17 1.1.58. ~~1.1.47.~~ **“Disallowed”** means, with respect to any Claim, a Claim or any
18 portion thereof that: (a) has been disallowed by a Final Order, (b) is listed on the Schedules as having
19 a value of zero dollars or as contingent, disputed, or unliquidated and as to which no Proof of Claim
20 or request for payment of an Administrative Expense Claim was timely filed or deemed timely filed
21 pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise
22 deemed timely filed under applicable law or this Plan, (c) is not listed on the Schedules and as to
23 which no Proof of Claim or request for payment of an Administrative Expense Claim was timely
24 filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or
25 any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law or
26 this Plan, (d) has been withdrawn by agreement of the Debtor and the Holder thereof, or (e) has been

1 withdrawn by the Holder thereof. Any Claim or portion of a Claim not Disallowed shall be either
2 Allowed or Disputed as provided in the Plan.

3 1.1.59. ~~1.1.48.~~ “**Disclosure Statement**” means the Plan Summary and Third
4 Amended Disclosure Statement, taken together, or as appropriate, any subsequent disclosure
5 statement ~~in support of this Plan that may be filed in the Chapter 11 Case,~~ for this Plan, in whatever
6 form the Bankruptcy Court approves pursuant to section 1125 of the Bankruptcy Code and
7 Bankruptcy Rule 3017 (including all ~~exhibits and~~ schedules and exhibits thereto and references
8 therein that relate to the Plan), ~~and~~ as such disclosure statement may be amended or modified from
9 time to time that is prepared and distributed in accordance with the Bankruptcy Code, the
10 Bankruptcy Rules, and any other applicable law.

11 1.1.60. ~~1.1.49.~~ “**Disputed**” means, with reference to any Claim: (i) a Claim as to
12 which an objection has been filed and which objection has not either been withdrawn, determined
13 by a Final Order, or otherwise finally resolved pursuant to the Plan; or (ii) a Claim specifically stated
14 herein to be Disputed.

15 1.1.61. ~~1.1.50.~~ “**District Court**” means the United States District Court for the
16 Northern District of California, ~~Oakland Division,~~ having jurisdiction over the Coverage Action.

17 1.1.62. ~~1.1.51.~~ “**Effective Date**” means the ~~date of the~~ first Business Day after
18 Confirmation of the Plan on which all conditions precedent to the effectiveness of the Plan have
19 either been (a) satisfied or (b) waived pursuant to Sections 10.2 and 10.3 of the Plan, respectively.

20 1.1.63. ~~1.1.52.~~ “**Entity**” shall have the meaning set forth in Section 101(15) of the
21 Bankruptcy Code.

22 1.1.64. ~~1.1.53.~~ “**Estate**” means the estate created for the Debtor in this Chapter 11
23 Case under Section 541 of the Bankruptcy Code.

24 1.1.65. ~~1.1.54.~~ “**Exculpated Parties**” means each of the following in their capacity
25 as such, to the extent permitted under applicable Ninth Circuit law, including without limitation
26 *Blixseth v. Credit Suisse*, 961 F.3d 1074 (9th Cir. 2020): (a) the ~~Exit Facility Lender,~~ (b) the Debtor,

1 including the Churches, (~~eb~~) the Reorganized Debtor, including the Churches, (~~dc~~) the Committee,
2 (~~ed~~) the Committee’s members, (~~fe~~) RCWC, (~~g~~) the College of Consultors of the Diocese of Oakland
3 and each of its members, (~~hf~~) The Diocese of Oakland Finance Council and each of its members,
4 (~~ig~~) the Presbyteral Council of the Diocese of Oakland and each of its members, (~~jh~~) the Mediators,
5 (~~ki~~) the Unknown Abuse Claims Representative, (j) the Exit Facility Lender, (k) RCWC (solely as
6 to the Released RCWC Claims) and (l) for each of the foregoing, their respective officers, directors,
7 agents, employees, equity holders, attorneys, financial advisors, accountants, and other duly
8 authorized employed Professionals in this Chapter 11 Case.

9 1.1.66. ~~1.1.55.~~ “**Exculpation**” means the treatment of an Exculpated Party under,
10 or the effect of, the Exculpation Clause.

11 1.1.67. ~~1.1.56.~~ “**Exculpation Clause**” means Section 13.6 of this Plan.

12 1.1.68. ~~1.1.57.~~ “**Executory Contract**” means a contract to which the Debtor is a
13 party that is subject to assumption or rejection under Sections 365 or 1123 of the Bankruptcy Code.

14 1.1.69. ~~1.1.58.~~ “**Executory Contract Cure Schedule**” means ~~at~~ the schedule ~~that~~
15 ~~may be, but is not required to be, if any,~~ filed by the Debtor as part of ~~the~~ a Plan Supplement, ~~setting~~
16 forth the amount the Debtor asserts is required to be paid pursuant to Section 365(b)(1) of the
17 Bankruptcy Code in connection with the Debtor’s assumption of any Executory Contract.

18 1.1.70. ~~1.1.59.~~ “**Executory Contract Rejection Schedule**” means a schedule that
19 may be, but is not required to be, filed by the Debtor as part of the Plan Supplement, identifying any
20 Executory Contracts to be rejected by the Debtor as of the Effective Date of the Plan.

21 1.1.71. ~~1.1.60.~~ “**Exit Facility**” means the new senior secured lending facility that
22 RCBO will enter into with the Exit Facility Lender on the Effective Date, the form of which shall
23 be included in the Plan Supplement.

24 1.1.72. ~~1.1.61.~~ “**Exit Facility Documents**” means the documents evidencing the
25 Exit Facility.

26 1.1.73. ~~1.1.62.~~ “**Exit Facility Lender**” means ~~the~~ RCC as the Entity financing the
27

1 Exit Facility.

2 [1.1.74.](#) ~~1.1.63.~~ “**Fee Claim**” means a Claim under Sections 328, 330, 331, 503, or
3 1103 of the Bankruptcy Code for compensation of a Professional or other Entity for services
4 provided to the Debtor or Committee, or expenses incurred in the course of providing services to
5 the Estate, during the Chapter 11 Case.

6 [1.1.75.](#) ~~1.1.64.~~ “**File,**” “**Filed,**” or “**Filing**” means file, filed, or filing with the
7 Bankruptcy Court in the Chapter 11 Case or in the District Court in the Coverage Action.

8 [1.1.76.](#) ~~1.1.65.~~ “**Final Decree**” means the decree contemplated under Bankruptcy
9 Rule 3022.

10 [1.1.77.](#) “**Final Determination**” shall have the meaning ascribed to such term in
11 [Section 9.8.2 of this Plan.](#)

12 [1.1.78.](#) “**Final Distribution**” shall have the meaning ascribed to such term in
13 [Section 9.8.3.4 of this Plan.](#)

14 [1.1.79.](#) ~~1.1.66.~~ “**Final Order**” means an order or judgment of the Bankruptcy
15 Court (or any other court) entered by the Bankruptcy Court (or any other court) on the docket in the
16 Chapter 11 Case (or the docket of such other court), which has not been reversed, stayed, modified,
17 amended, or vacated, and as to which: (a) the time to appeal, petition for *certiorari*, or move for a
18 new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for
19 *certiorari*, or motion for new trial, stay, reargument, or rehearing shall be pending, or (b) if an
20 appeal, writ of *certiorari*, new trial, stay, reargument, or rehearing thereof has been sought, such
21 order or judgment of the Bankruptcy Court (or other court) shall have been affirmed by the highest
22 court to which such order was appealed, or *certiorari* shall have been denied, or a new trial, stay,
23 reargument, or rehearing shall have been denied or resulted in no modification of such order, and
24 the time to take any further appeal, petition for *certiorari*, or move for a new trial, stay, reargument,
25 or rehearing shall have expired, as a result of which such order shall have become final in accordance
26 with Bankruptcy Rule 8002; *provided, however,* that the possibility that a motion under Rule 60 of
27

1 the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be
2 filed relating to such order shall not cause an order not to be a Final Order.

3 1.1.80. ~~1.1.67.~~ **“General Unsecured Claim”** means an Unsecured Claim that is
4 not an Abuse Claim, Unknown Abuse Claim, or Non-Abuse Litigation Claim.

5 1.1.81. ~~1.1.68.~~ **“Governmental Unit”** shall have the meaning set forth in Section
6 101(27) of the Bankruptcy Code.

7 1.1.82. **“Hand”** means *Hand v. Farmers Ins. Exchange, 23 Cal. App.4th 1847*
8 *(1994).*

9 1.1.83. ~~1.1.69.~~ **“Holder”** means a Person or Entity with ownership or legal control
10 of a Claim, including without limitation an Abuse Claim.

11 1.1.84. ~~1.1.70.~~ **“Immediate Payment”** means a one-time irrevocable and
12 indefeasible distribution of \$50,000 paid to ~~the~~ Abuse Claimant with an Allowed Abuse Claim
13 who elects the Immediate Payment option from the Survivors’ Trust, ~~paid by the Survivors’ Trustee~~
14 without objection as and on the terms and conditions set forth in ~~the~~ this Plan ~~and to the exclusion of~~
15 ~~such Holder’s (a) right to any further distributions from the Survivors’ Trust and (b) right to pursue~~
16 ~~an Abuse Claim against any Non-Settling Insurers or other parties.~~

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

19 1.1.86. ~~1.1.71.~~ **“Immediate Payment Notice”** means a notice to Holders of Abuse
20 Claims informing them of their right to elect the Immediate Payment, and which may be signed and
21 returned to the Survivors’ Trustee to indicate the election of a Holder to receive the Immediate
22 Payment in lieu of any further distributions.

23 1.1.87. ~~1.1.72.~~ **“Impaired”** means, with respect to a Class of Claims, a Class of
24 Claims that is not Unimpaired.

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

1 1.1.89. “Initial Determination” shall have the meaning ascribed to such term in
2 Section 9.8.1 of this Plan.

3 1.1.90. “Initial Distribution” shall have the meaning ascribed to such term in
4 Section 9.8.3.2 of this Plan.

5 1.1.91. “Initial RCWC Contribution” shall have the meaning ascribed to such
6 term in Section 9.3.2.1 of this Plan.

7 1.1.92. “Initial Reserve” shall have the meaning ascribed to such term in Section
8 9.8.3.2 of this Plan.

9 1.1.93. ~~1.1.73.~~ “Insurance Assignment” means the transaction described in
10 Section 8.1 of the Plan, subject to the terms of the Plan, the Abuse Insurance Policies, and applicable
11 law.

12 ~~1.1.74. “Insurance Recoveries” means the rights to any proceeds of an Abuse~~
13 ~~Insurance Policy, whether pursuant to the policy outright, an Insurance Settlement Agreement, or a~~
14 ~~judgment, award, decree, or other court or administrative order.~~

15 1.1.94. “Insurance Action” means any Claim, Cause of Action, or right of the
16 Debtor or another Released Party, excluding a Settling Insurer, under the laws of any jurisdiction,
17 whether sounding in contract, tort, or otherwise (including equity and bad faith) against any Non-
18 Settling Insurer, including but not limited to Claims asserted in the Coverage Action, arising from
19 or related to: (a) any such Non-Settling Insurer’s failure to provide coverage or otherwise pay under
20 Abuse Insurance Coverage; (b) any conduct by any Non-Settling Insurer constituting “bad faith”
21 conduct that could give rise to extra-contractual damages, or other wrongful conduct under
22 applicable Law; (c) the refusal of any Non-Settling Insurer to compromise and settle any Abuse
23 Claim under or pursuant to any Abuse Insurance Policy; (d) indemnity and payment of any Abuse
24 Claim; (e) the interpretation or enforcement of the terms of any Abuse Insurance Policy with respect
25 to any Abuse Claim; or (f) any other Claims under, arising out of or relating to an Abuse Insurance
26 Policy or Abuse Insurance Coverage, including Claims asserted in the Insurance Coverage Action.

1 The term “Insurance Action” includes any Claims against a Non-Settling Insurer for reimbursement
2 of all unpaid defense costs or related expenses under any Non-Settling Insurer’s Abuse Insurance
3 Policy incurred by the Debtor; provided that the Debtor shall not be required to pay over to the
4 Survivors’ Trust any reimbursement of defense costs or related expenses received by the Debtor
5 from an Insurer prior to the Effective Date. *For the avoidance of doubt*, no Claim, Cause of Action,
6 or right of the Debtor or another Released Party, excluding a Settling Insurer, against any Settling
7 Insurer shall be deemed an Insurance Action.

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

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

1 under any agreement or contract providing reinsurance to the Insurer.

2 1.1.97. ~~1.1.75.~~ “Insurance Settlement Agreement” means any settlement
3 agreement ~~between~~among (i) the Debtor and any Settling Insurer, if executed and approved by a
4 Final, ~~non-appealable~~ Order of the Bankruptcy Court before the Effective Date, or (ii) the
5 Survivors’ Trust and any Settling Insurer, if executed after the Effective Date.

6 1.1.98. ~~1.1.76.~~ “Insurers” means the defendants in the Coverage Action. ~~For the~~
7 ~~avoidance of doubt, this term, whether or not qualified with “Settling” or “Non-Settling,” shall~~
8 ~~include the California Insurance Guarantee Association.~~

9 1.1.99. “Lien” means any mortgage, pledge, deed of trust, assessment, security
10 interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, including any
11 “lien” as defined in Section 101(37) of the Bankruptcy Code, or a conditional sale contract, title
12 retention contract or other contract to give any of the foregoing.

13 1.1.100. “Litigation Claim” means a Trust Claim whose Holder elects the
14 Litigation Option.

15 1.1.101. “Litigation Claim Award” means a judgment or verdict determining that
16 the Debtor and/or any Released Party is/are liable to a Litigation Claimant on account of a Litigation
17 Claim.

18 1.1.102. “Litigation Claimant” means a Trust Claimant who has elected the
19 Litigation Option.

20 1.1.103. “Litigation Option” means a Trust Claimant’s election to pursue a
21 Litigation Claim.

22 1.1.104. “Litigation Option Notice” shall have the meaning ascribed to such term
23 in Section 9.8.4 of this Plan.

24 1.1.105. “Livermore Option” shall have the meaning ascribed to such term in
25 Section 9.3.4 of this Plan.

26 1.1.106. ~~1.1.77.~~ “Livermore Property” means the real property owned by
27
28

1 Adventus having a street address of 3658 Las Colinas Road, Livermore, California, and bearing the
2 legal description set forth on Schedule ~~1.1.77~~1.1.106 attached hereto.

3 ~~1.1.78. “Livermore Option” means sale of the Livermore Property by Adventus~~
4 ~~prior to the three (3) year and six (6) month anniversary of the Effective Date, as provided in Section~~
5 ~~9.3.4 of the Plan.~~

6 1.1.107. ~~1.1.79.~~ **“Mediators”** means, individually and collectively: (i) the
7 Honorable Christopher Sontchi (Ret.), Sontchi, LLC; (ii) Jeffrey Krivis, Mediation Offices of
8 Jeffrey Krivis; (iii) Timothy Gallagher, The Gallagher Law Group; and (iv) the Honorable Randall
9 J. Newsome (Ret.), Randall Newsome ADR.

10 1.1.108. **“Non-Abuse Claims”** means all Claims pending against the Debtor
11 asserting Causes of Action unrelated to Abuse, including Non-Abuse Litigation Claims.

12 1.1.109. ~~1.1.80.~~ **“Non-Abuse Litigation Claims”** means Claims arising out of
13 litigation pending against the Debtor prior to the Petition Date asserting Causes of Action unrelated
14 to Abuse, or based on asserted personal injury occurred prior to the Petition Date and unrelated to
15 Abuse.

16 1.1.110. ~~1.1.81.~~ **“Non-Abuse Litigation Reserve”** means the Cash reserve to be
17 established by the Reorganized Debtor pursuant to Section 12.7.2 of the Plan to pay Non-Abuse
18 Litigation Claims.

19 1.1.111. ~~1.1.82.~~ **“Non-Debtor Catholic Entity”** means any of the following: RCC,
20 RCWC, the Oakland Parochial Fund, ~~RCWC,~~ Lumen Christi Academies of the Roman Catholic
21 Diocese of Oakland, CCCEB, The Oakland Society for the Propagation of the Faith, Catholic
22 Charities of the Diocese of Oakland, Inc. (d/b/a Catholic Charities of the East Bay), Catholic Church
23 Support Services (d/b/a Catholic Management Services), Furrer Properties, Inc., Adventus, Catholic
24 Foundation for the Diocese of Oakland, Christ the Light Cathedral Corporation, or any religious
25 order.

26 1.1.112. ~~1.1.83.~~ **“Non-Settling Insurer”** means any ~~defendant in the Coverage~~

1 ~~Action that is not a Settling~~ insurer who issued a Non-Settling Insurer Policy who has not executed
2 a final and binding Insurance Settlement Agreement.

3 1.1.113. ~~1.1.84.~~ “**Non-Settling Insurer Policy**” means any Abuse Insurance Policy
4 issued by a Non-Settling Insurer.

5 1.1.114. “**Payment Obligations**” shall have the meaning ascribed to such term in
6 Section 8.4 of this Plan.

7 1.1.115. ~~1.1.85.~~ “**Person**” shall have the meaning set forth in Section 101(41) of the
8 Bankruptcy Code.

9 1.1.116. ~~1.1.86.~~ “**Petition Date**” means May 8, 2023, the date on which the Chapter
10 11 Case commenced in the Bankruptcy Court.

11 1.1.117. “**Plan**” shall have the meaning ascribed to such term in the Introduction
12 Section hereof.

13 1.1.118. ~~1.1.87.~~ “**Plan Documents**” means this Plan, the Plan Supplement, all
14 appendices and exhibits to the forgoing, the CCCEB Settlement Documents, the Survivors’ Trust
15 Documents, the Confirmation Order, and any other documents created, executed, or entered into
16 pursuant to the Plan.

17 1.1.119. “**Plan Payment Period**” shall have the meaning ascribed to such term in
18 Section 9.3.1.3 of this Plan.

19 1.1.120. ~~1.1.88.~~ “**Plan Summary**” means the *Executive Summary, Frequently*
20 *Asked Questions, and General Information Regarding Debtor’s Fourth Amended Plan of*
21 *Reorganization* (as amended, supplemented, or modified from time to time) filed in the Chapter 11
22 Case, including all exhibits and schedules thereto and references therein that relate to the Plan, and
23 that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and
24 any other applicable law. The Plan Summary attaches the Third Amended Disclosure Statement.

25 1.1.121. ~~1.1.89.~~ “**Plan Supplement**” means the compilation of documents and
26 forms of documents, schedules, and exhibits to the Plan (as amended, supplemented, or modified
27

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

12 1.1.122. ~~1.1.90.~~ "Post-Confirmation Notice List" means the list of Persons or
13 Entities to receive notice of matters after the Confirmation Date, specifically: (a) the Reorganized
14 Debtor; (b) the Survivors' Trustee; (c) the Office of the United States Trustee; (d) Persons against
15 whom relief is sought; and (e) Persons who request notice of such matters through a written request
16 that is filed with the Bankruptcy Court and served on the Debtor not earlier than the Confirmation
17 Date.

18 1.1.123. "Post-Effective Date Insurance Settlement" shall have the meaning
19 ascribed to such term in Section 9.2.8 of this Plan.

20 1.1.124. ~~1.1.91.~~ "Preliminary Abuse Claim Allowance Deadline" means the date
21 that is sixty (60) days following the Effective Date, or if such date is not a Business Day, then the
22 next Business Day thereafter.

23 1.1.125. ~~1.1.92.~~ "Priest Long-Term Care Plan" means the long-term care plan
24 maintained by the Debtor for priests employed by the Debtor, Churches, and Non-Debtor Catholic
25 Entities.

26 1.1.126. ~~1.1.93.~~ "Priority Tax Claim" means any Claim of a Governmental Unit
27
28

1 under Section 507(a)(8) of the Bankruptcy Code.

2 1.1.127. ~~1.1.94.~~ “**Priority Unsecured Claim**” means any Claim against the Debtor
3 that is entitled to priority in right of payment under Section 507(a) of the Bankruptcy Code, other
4 than an Administrative Expense Claim or a Priority Tax Claim.

5 1.1.128. “**Privileged Communications**” shall have the meaning ascribed to such
6 term in Section 8.6 of this Plan.

7 1.1.129. ~~1.1.95.~~ “**Professional**” means any Person or Entity employed by the
8 Debtor, the Committee, or the Estate in the Chapter 11 Case under Sections 327 or 1103 of the
9 Bankruptcy Code, any of the Mediators, or any Person or Entity seeking compensation or
10 reimbursement of expenses under Section 503(b)(4) of the Bankruptcy Code.

11 1.1.130. ~~1.1.96.~~ “**Proof of Claim**” means a Claim, along with any supporting
12 documentation, Filed against the Debtor in the Chapter 11 Case.

13 1.1.131. “**RCBO**” shall have the meaning ascribed to such term in the Introduction
14 Section hereof.

15 1.1.132. ~~1.1.97.~~ “**RCC**” means the Roman Catholic Cemeteries of the Diocese of
16 Oakland, a non-profit religious corporation, separate and distinct from RCBO.

17 1.1.133. ~~1.1.98.~~ “**RCC Pre-Petition Loan Documents**” means the documents
18 documenting RCC’s prepetition Secured Claim.

19 1.1.134. ~~1.1.99.~~ “**RCWC**” means the Roman Catholic Welfare Corporation of
20 Oakland, a non-profit religious corporation, separate and distinct from RCBO. This definition
21 includes any school RCWC managed, manages, administered, administers, operated, or operates.

22 1.1.135. “**RCWC Claimant**” shall have the meaning ascribed to such term in
23 Section 9.3.2.5 of this Plan.

24 1.1.136. ~~1.1.100.~~ “**RCWC Escrow**” means an escrow account administered
25 pursuant to the terms of the RCWC Escrow Agreement by a third-party escrow agent who shall be
26 identified in the RCWC Escrow Agreement (the “**RCWC Escrow Agent**”) ~~who shall identified in~~

1 ~~the RCWC Escrow Agreement.~~ For the avoidance of doubt, the RCWC Escrow Agent shall not be
2 a Non-Debtor Catholic Entity.

3 1.1.137. ~~1.1.101.~~ **“RCWC Escrow Agreement”** means an escrow agreement
4 between RCWC, the Survivors’ Trustee, and the RCWC Escrow Agent, which shall be in
5 substantially the form Filed with the Plan Supplement.

6 1.1.138. ~~1.1.102.~~ **“RCWC Release”** means a release, which shall become effective
7 as provided in Section 9.3.2.3 hereof, in a form filed with the Plan Supplement and approved by the
8 Bankruptcy Court in the Confirmation Order, by which a Holder of an Abuse Claim may
9 consensually release RCWC, including its current and former directors, managers, officers,
10 employees, predecessors, successors, assigns, managed accounts or funds, agents, advisory board
11 members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, and
12 other professionals, of any and all claims that have been asserted or might be asserted by such Holder
13 based on any conduct occurring before the Effective Date of the Plan.

14 1.1.139. ~~1.1.103.~~ **“Rejection Claim”** means a Claim for rejection damages arising
15 out of the rejection of an Executory Contract or Unexpired Lease by the Debtor, whether the
16 rejection occurs through an order of the Bankruptcy Court approving a motion to reject an Executory
17 Contract or Unexpired Lease or through confirmation of this Plan or any other chapter 11 plan.

18 1.1.140. ~~1.1.104.~~ **“Rejection Claims Bar Date”** means, as to a particular Rejection
19 Claim, the date that is the earlier of (a) sixty (60) calendar days following the entry of an order
20 rejecting an Executory Contract or Unexpired Lease, the rejection of which gave rise to the
21 Rejection Claim, or (b) thirty (30) days after entry of the Confirmation Order.

22 1.1.141. ~~1.1.105.~~ **“Released Parties”** means collectively: (a) the Debtor, (b) the
23 Reorganized Debtor, (c) the Churches, none of whom are separately incorporated from the Debtor
24 and whose releases under the Plan shall be one and the same as, and not separate from or in addition
25 to, the releases of the Debtor and Reorganized Debtor, and (d) with respect to each of the foregoing
26 Persons and Entities in clauses (a) through (c), such Person and their, or such Entity and its, current
27

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

10 1.1.142. “Released RCWC Claims” means Abuse Claims the Holders of which
11 have executed RCWC Releases and such Abuse Claims have been released pursuant to the terms
12 hereof.

13 1.1.143. ~~1.1.106.~~ “Releases” means the release of any Claim or Cause of Action in
14 favor of Released Parties as set forth in Section 13.8 of the Plan given by the persons or entities
15 listed in subparagraphs (a) through (b) of this Section of the Plan (collectively, the “**Releasing**
16 **Parties**”): (a) the Released Parties; and (b) with respect to each of the foregoing Persons and Entities
17 in clause (a), such Person and their, or such Entity and its, current and former directors, managers,
18 officers, employees, equity holders (regardless of whether such interests are held directly or
19 indirectly), interest holders, predecessors, successors, and assigns, subsidiaries, affiliates, managed
20 accounts or funds, and each of their respective current and former equity holders, officers, directors,
21 managers, principals, shareholders, members, management companies, fund advisors, employees,
22 agents, advisory board members, financial advisors, partners, attorneys, accountants, investment
23 bankers, consultants, representatives, and other professionals. For the avoidance of doubt, (i)
24 “Releasing Parties” excludes Non-Settling Insurers and (ii) Non-Settling Insurers are not giving any
25 Releases to Released Parties under the Plan.

26 1.1.144. ~~1.1.107.~~ “Reorganized Debtor” means the Debtor upon the occurrence of

1 the 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. ~~1.1.108.~~ “Schedules” means, to the extent required, the schedules of assets
9 and 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. ~~1.1.109.~~ “Secured” means, when referring to a Claim, a Claim: (a) secured
13 by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and
14 enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject
15 to setoff pursuant to Section 553 of the Bankruptcy Code, to the extent of the value of the Creditor’s
16 interest in an Estate’s interest in such property or to the extent of the amount subject to setoff, as
17 applicable, as determined pursuant to Section 506(a) of the Bankruptcy Code; or (b) otherwise
18 Allowed by the Plan as a Secured Claim.

19 1.1.149. ~~1.1.110.~~ “SERP” means the Diocese of Oakland Priests Supplemental
20 Retirement Plan.

21 1.1.150. ~~1.1.111.~~ “Settling Insurer” means any ~~defendant in the Coverage~~
22 Action Insurer with whom (i) the Debtor ~~has executed~~ executes a settlement agreement ~~as of before~~
23 the Effective Date, or (ii) the Survivors’ Trust executes a settlement agreement on or after the
24 Effective Date.

25 1.1.151. ~~1.1.112.~~ “Survivors’ Trust” means the trust created for the benefit of the
26 Survivors’ Trust Beneficiaries in accordance with this Plan, the Confirmation Order, and the

1 Survivors' Trust Agreement.

2 [1.1.152.](#) ~~1.1.113.~~ **“Survivors’ Trust Advisory Committee”** means the Entity
3 created under Section 9.1.3 of the Plan.

4 [1.1.153.](#) ~~1.1.114.~~ **“Survivors’ Trust Agreement”** means the agreement
5 establishing the Survivors’ Trust in conformity with the provisions of the Plan approved in the
6 Confirmation Order and entered into by the Reorganized Debtor on behalf of the Survivors’ Trust
7 Beneficiaries and the Survivors’ Trustee on the Effective Date, pursuant to the terms of the Plan. A
8 copy of the form of the Survivors’ Trust Agreement shall be Filed with the Plan Supplement.

9 [1.1.154.](#) ~~1.1.115.~~ **“Survivors’ Trust Assets”** means collectively, whether
10 contributed on or after the Effective Date, and including all proceeds thereof, (i) the Debtor Cash
11 Contribution, (ii) ~~all Non-Debtor Catholic Entity Contributions,~~ [the RCWC Contribution \(if any\),](#)
12 (iii) any proceeds of Insurance Settlement Agreements realized by the Debtor (before the Effective
13 Date) or the Survivors’ Trust (after the Effective Date), ~~and~~ (iv) the Assigned Insurance Interests,
14 [and \(v\) the Causes of Action asserted in the Restricted Assets Adversary Proceeding.](#)

15 [1.1.155.](#) ~~1.1.116.~~ **“Survivors’ Trust Beneficiaries”** means Holders of Allowed
16 Class 4 and Class 5 Claims.

17 [1.1.156.](#) ~~1.1.117.~~ **“Survivors’ Trust Distribution Plan”** means the plan and
18 guidelines for distributing liquid assets of the Survivors’ Trust to Abuse Claimants and Unknown
19 Abuse Claims, the form of which shall be filed with the Plan Supplement.

20 [1.1.157.](#) ~~1.1.118.~~ **“Survivors’ Trust Documents”** means all documents necessary
21 to establish and administer the Survivors’ Trust, including without limitation the Survivors’ Trust
22 Agreement and the Survivors’ Trust Distribution Plan.

23 [1.1.158.](#) ~~1.1.119.~~ **“Survivors’ Trustee”** means the Person appointed [by the](#)
24 [Bankruptcy Court](#) as trustee of the Survivors’ Trust in accordance with the terms of the Plan, the
25 order confirming the Plan, and the Survivors’ Trust Documents, or any of their successors.

26 [1.1.159.](#) **“Target Policy”** means [any Insurance Policy issued by a Non-Settling](#)
27

1 Insurer that is alleged to afford insurance coverage for any Litigation Claim or whose carrier is
2 alleged to be a defendant in any Insurance Action.

3 1.1.160. ~~1.1.120.~~ “Tax Code” means the Internal Revenue Code of 1986, as
4 amended.

5 1.1.161. ~~1.1.121.~~ “Third Amended Disclosure Statement” means the *Third*
6 *Amended Disclosure Statement for Debtor’s Third Amended Plan of Reorganization* filed in the
7 Chapter 11 Case ~~asat~~ docket ~~No.~~number 1874, including all exhibits and schedules thereto and
8 references therein that relate to the Plan.

9 1.1.162. “Treasury Regulations” has the meaning ascribed to such term in Section
10 9.1.2 of this Plan.

11 1.1.163. ~~1.1.122.~~ “Trust Claimant” means the Holder of a Trust Claim.

12 1.1.164. ~~1.1.123.~~ “Trust Claims” means the Abuse Claims of Holders who have
13 not elected to receive an Immediate Payment, which Claims shall be reviewed and allocated a
14 percentage of the Survivors’ Trust recovery pool based on numerical scaling factors (but not based
15 on alleged dollar value of the Claim) by the Abuse Claims Reviewer pursuant to the procedures set
16 forth in the Survivors’ Trust Documents.

17 1.1.165. “Trust Collateral Property” means *real estate titled in the name of the*
18 *Debtor* against which a Debtor Contribution Deed of Trust is recorded pursuant to Section 9.3.1.6
19 hereof.

20 1.1.166. ~~1.1.124.~~ “U.S. Trustee” means the Office of the United States Trustee for
21 Region 17, which includes the Northern District of California.

22 1.1.167. ~~1.1.125.~~ “U.S. Trustee Fees” means quarterly fees owed to the U.S.
23 Trustee under 28 U.S.C. § 1930(a)(6).

24 1.1.168. “Unclassified Claims” has the meaning ascribed to such term in Section
25 2.2 of this Plan.

26 1.1.169. ~~1.1.126.~~ “Unexpired Lease” means a lease of nonresidential real property
27

1 to which the Debtor is a party that is subject to assumption or rejection under Sections 365 or 1123
2 of the Bankruptcy Code.

3 [1.1.170.](#) ~~1.1.127.~~ “**Unimpaired**” means, with respect to a Class of Claims, a Claim
4 that is unimpaired within the meaning of Section 1124 of the Bankruptcy Code, including without
5 limitation through payment in full in Cash.

6 [1.1.171.](#) ~~1.1.128.~~ “**Unknown Abuse Claim**” means an Abuse Claim arising out of
7 an alleged act of sexual abuse that occurred on or before the Effective Date for which (a) no Proof
8 of Claim was Filed or deemed timely Filed on or before the Claims Bar Date, or (b) a Proof of Claim
9 was Filed after the Claims Bar Date or otherwise submitted to the Survivors’ Trustee, if such Abuse
10 Claim was not untimely under California state law (*e.g.* not discovered or reasonably discoverable
11 before the Claims Bar Date, or subject to a new law re-opening the claims window).

12 [1.1.172.](#) ~~1.1.129.~~ “**Unknown Abuse Claims Representative**” means the Person or
13 Entity appointed by the [Bankruptcy](#) Court to represent the interests of Holders of Unknown Abuse
14 Claims, including without limitation for actions to be taken on behalf of Holders of Unknown Abuse
15 Claims under this Plan.

16 [1.1.173.](#) ~~1.1.130.~~ “**Unknown Abuse Claims Reserve**” means the reserve
17 established on the Effective Date pursuant to the Survivors’ Trust Documents for the benefit of
18 Holders of Class 5 Claims.

19 [1.1.174.](#) ~~1.1.131.~~ “**Unsecured Claim**” means a Claim, including without limitation
20 an Abuse Claim or Unknown Abuse Claim, ~~that~~[which](#) is not an Administrative Claim, Fee Claim,
21 Priority Claim, Priority Tax Claim, or Secured Claim.

22 [1.1.175.](#) “**Voting Deadline**” means [the date established by the Bankruptcy Court by](#)
23 [which ballots to accept or reject this Plan must be filed.](#)

24 1.2. **Construction of Terms**

25 1.2.1. The singular of any of the foregoing definitions includes the plural and vice
26 versa where the context so requires, “includes” and “including” are not limiting, “may not” is

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

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

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

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

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

14 ~~RCBOInfo@veritaglobal.com~~RCBOInfo@veritaglobal.com.

15 ~~ARTICLE II~~ **ARTICLE H**

16 **SUMMARY OF CLASSIFICATION OF CLAIMS**

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

~~2.2. Unclassified Claims~~ Unclassified Claims. All Claims except Administrative Expense Claims, Priority Tax Claims, Fee Claims, U.S. Trustee Fee Claims, and Cure Claims (collectively, the “Unclassified Claims”) are placed in the Classes listed in this Article II. In accordance with Section 1123(a)(1) of the Bankruptcy Code, the Unclassified Claims, as described in Article III of this Plan, have not been classified and thus are excluded from the Classes summarized in Section 2.3 and Article IV of the Plan.

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

Class	Class Description	Status	Voting Rights
Class 1	RCC Secured Claim	Impaired	Non-voting Deemed to accept ² <u>Eligible to vote</u>
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

~~2.4. Previously Submitted Ballots Recognized. Unless otherwise ordered by the Bankruptcy Court, the vote for each voting Class shall be counted based on the votes of Creditors~~

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

1 in each such Voting Class for the *Debtor's Third Amended Plan of Reorganization* [Dkt. No. 1830].
2 Notwithstanding the foregoing, any creditor who submitted a Ballot wishing to change its vote from
3 opposing to supporting or vice versa may do so upon written notice filed with the Bankruptcy Court
4 ~~no later than the deadline set~~ by the Bankruptcy Court for filing objections to the Fourth Amended
5 Plan. A creditor that did not submit a Ballot for the *Debtor's Third Amended Plan of Reorganization*
6 may still object to or support this Fourth Amended Plan, but may not be counted as a vote for or
7 against the Fourth Amended Plan.

8 ~~ARTICLE III~~ ARTICLE III

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

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

13 3.1. *Administrative Expense Claims*

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

1 such obligations, course of dealing, course of operations, or customary practice.

2 3.1.2. ~~3.1.2~~ *Administrative Expense Claims Bar Date.* Except as provided for
3 herein or in any order of the Bankruptcy Court, and subject to Section 503(b)(1)(D) of the
4 Bankruptcy Code, Holders of Administrative Expense Claims, other than a Fee Claim or a Claim
5 for U.S. Trustee Fees, accruing on or before the Confirmation Date must file and serve on the Debtor
6 requests for the payment of such Claims not previously Allowed by a Final Order in accordance
7 with the procedures specified in the Confirmation Order, on or before the Administrative Expense
8 Claims Bar Date, or such Claims shall be automatically Disallowed, forever barred from assertion,
9 and unenforceable against the Debtor or the Reorganized Debtor, the Estate, or their property
10 without the need for any objection or further notice to, or action, order, or approval of the
11 Bankruptcy Court, and any such Claims shall be deemed fully satisfied, released, and discharged.
12 Administrative Expense Claims representing obligations incurred by the Debtor or Reorganized
13 Debtor (as applicable) after the date and time of the entry of the Confirmation Order shall not be
14 subject to application to the Bankruptcy Court and may be paid by the Debtor or Reorganized Debtor
15 (as applicable) in the ordinary course of business and without Bankruptcy Court approval.

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

3 ~~3.3. Fee Claims~~ Fee Claims. All Professionals or other Entities requesting the final
4 allowance and payment of a Fee Claim for services rendered during the period from the Petition
5 Date to and including the Effective Date shall File final applications for allowance and payment of
6 such Fee Claims no later than the first Business Day that is forty-five (45) days after the Effective
7 Date. Objections to any Fee Claim must be Filed and served on the Reorganized Debtor and the
8 applicable Professional no later than the first Business Day that is 30 days after the Filing of the
9 final fee application that relates to the Fee Claim (unless otherwise agreed by the Debtor or the
10 Reorganized Debtor, as applicable, and the Professional requesting allowance and payment of a Fee
11 Claim). An Allowed Fee Claim, including any amounts previously held back by Order of the
12 Bankruptcy Court, shall be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy
13 Court no later than the first Business Day that is twenty-one (21) calendar days after the entry of a
14 Final Order Allowing the Fee Claim. The Reorganized Debtor is authorized to pay compensation
15 for services rendered or reimbursement of expenses incurred by its Professionals after the Effective
16 Date in the ordinary course and without the need for Bankruptcy Court approval. Unless otherwise
17 directed by the Bankruptcy Court, all Professionals filing final fee applications shall comply with
18 the *Order Appointing Fee Examiner and Establishing Procedures for Review of Interim and Final*
19 *Fee Applications Filed by Estate Professionals* [~~Docket~~Dkt. No. 1122] entered in the Chapter 11
20 Case, including any subsequent amendments.

21 ~~3.4. Cure Claims~~ Cure Claims. Cure Claims shall be paid in full in accordance with, and at
22 such times as are set forth in, Section 7.2 of the Plan.

23 3.5. **United States Trustee Fees**. To the extent any U.S. Trustee Fees have become due
24 before the Effective Date and have not previously been paid, then such fees shall be paid pursuant
25 to 11 U.S.C. § 1129(a)(12) and 28 U.S.C. § 1930. Any U.S. Trustee Fees relating to the period from
26 and after the Effective Date shall be paid as provided in Section ~~12.8.4~~12.9.4 of the Plan.

1 **ARTICLE IV**~~ARTICLE IV~~

2 **TREATMENT OF CLASSIFIED CLAIMS**

3 4.1. ***Class 1 – Secured Claim of RCC***

4 4.1.1. ~~4.1.1~~ *Description.* Class 1 shall consist of the Allowed Secured Claim of
5 RCC.

6 4.1.2. ~~4.1.2~~ *Treatment.* Except to the extent RCC agrees to less favorable treatment
7 of its Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for
8 its Allowed Secured Claim, RCC shall receive payment in full of the amount of its Allowed Secured
9 Claim pursuant to the terms of the RCC Prepetition Loan Documents, provided that (a) the Debtor
10 or Reorganized Debtor, as appropriate, shall not be required to pay default interest, late payment
11 fees, or any equivalent penalty or fee based non-payment of any principal payments that were due
12 on or before the Effective Date; and (b) the amount of all principal payments that were due prior to
13 the Effective Date and remain unpaid as of the Effective Date shall be amortized over the remaining
14 term of the loan under the RCC Prepetition Loan Documents.

15 4.1.3. ~~4.1.3~~ *Impairment and Voting.* Class 1 is Impaired under the Plan. ~~With the~~
16 ~~consent of RCC, RCC shall be presumed to have accepted the Plan under Section 1126(f) of the~~
17 ~~Bankruptcy Code and shall not be considered as an impaired consenting Class for purposes of~~
18 ~~Section 1129(a)(10) of the Bankruptcy Code.~~ Unless otherwise ordered by the Bankruptcy Court,
19 each Holder of a Class 1 Claim is entitled to vote to accept or reject the Plan.

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

21 4.2.1. ~~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. ~~4.2.2~~ *Treatment.* Except to the extent a Holder of an Allowed Priority
24 Unsecured Claim agrees to less favorable treatment of such Claim, in full and final satisfaction,
25 settlement, release, and discharge of and in exchange for such Allowed Priority Unsecured Claim,
26 each such Holder shall receive payment in Cash in an amount equal to such Allowed Priority
27

1 Unsecured Claim, payable on or as soon as reasonably practicable after the later of (a) the Effective
2 Date, (b) the date when such Priority Unsecured Claim becomes an Allowed Priority Unsecured
3 Claim, or (c) the date on which the Holder of such Priority Unsecured Claim and the Debtor or
4 Reorganized Debtor, as applicable, shall otherwise agree in writing.

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

8 4.3. ***Class 3 – General Unsecured Claims***

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

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

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

23 4.4. ***Class 4 – Abuse Claims***

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

26 4.4.2. ~~4.4.2~~ *Treatment.* This Plan creates the Survivors' Trust to fund payments to
27
28

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

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

12 4.5. ***Class 5 – Unknown Abuse Claims***

13 4.5.1. ~~4.5.1~~-*Description.* Class 5 shall consist of all Allowed Unknown Abuse
14 Claims.

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

24 4.5.3. ~~4.5.3~~-*Impairment and Voting.* Class 5 Claims are Impaired under the Plan.
25 Unless otherwise ordered by the Bankruptcy Court, the Unknown Abuse Claims Representative
26 ~~wasis~~ entitled to vote to accept or reject the Plan on behalf of all Holders of Class 5 Claims ~~and~~

1 ~~submitted a single Ballot on behalf of all such Holders.~~

2 4.6. ***Class 6 – Non-Abuse Litigation Claims***

3 4.6.1. ~~4.6.1~~ *Description.* Class 6 shall consist of all Allowed Non-Abuse Litigation
4 Claims.

5 4.6.2. ~~4.6.2~~ *Treatment.* This Plan creates the Non-Abuse Litigation Reserve to fund
6 payments to Holders of Allowed Non-Abuse Litigation Claims in accordance with Section 12.7 of
7 the Plan. Except to the extent a Holder of an Allowed Non-Abuse Litigation Claim agrees to less
8 favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge
9 of and in exchange for such Allowed Non-Abuse Litigation Claim, each such Holder shall receive
10 their allocable share of the Non-Abuse Litigation Reserve.

11 4.6.3. ~~4.6.3~~ *Impairment and Voting.* Class 6 Claims are Impaired under the Plan.
12 Unless otherwise ordered by the Bankruptcy Court, each Holder of a Class 6 Claim ~~wasis~~
13 to vote to accept or reject the Plan.

14 4.7. ***Class 7A – Abuse Related Contribution Claims Related to Class 4 Claims***

15 4.7.1. ~~4.7.1~~ *Description.* Class 7A shall consist of all Abuse Related Contribution
16 Claims against the Debtor arising out of a Class 4 Claim.

17 4.7.2. ~~4.7.2~~ *Treatment.* To the extent RCWC is a Holder of a Class 7A Claim, it
18 shall be deemed to have waived its Class 7A Claim against the Debtor, Reorganized Debtor, the
19 Estate, the Survivors' Trust, and any Settling Insurer in exchange for the treatment provided by this
20 Plan. Any Holder of a Class 7A Claim other than RCWC shall have its Class 7A Claim Disallowed.

21 4.7.3. ~~4.7.3~~ *Impairment and Voting.* Class 7A Claims are Impaired under the Plan.
22 Holders of Class 7A Claims shall not receive a distribution under this Plan and are therefore deemed
23 to reject the Plan.

24 4.8. ***Class 7B – Abuse Related Contribution Claims Related to Class 5 Claims***

25 4.8.1. ~~4.8.1~~ *Description.* Class 7B shall consist of all Abuse Related Contribution
26 Claims against the Debtor arising out of a Class 5 Claim.

1 4.8.2. ~~4.8.2~~-Treatment. To the extent RCWC is a Holder of a Class 7B Claim, it
2 shall be deemed to have waived its Class 7B Claim against the Debtor, Reorganized Debtor, the
3 Estate, the Survivors' Trust, and any Settling Insurer in exchange for the treatment provided by this
4 Plan. Any Holder of a Class 7B Claim other than RCWC shall have its Class 7B Claim Disallowed.

5 4.8.3. ~~4.8.3~~-Impairment and Voting. Class 7B Claims are Impaired under the Plan.
6 Holders of Class 7B Claims shall not receive a distribution under this Plan and are therefore deemed
7 to reject the Plan.

8 ~~ARTICLE V~~
9 ARTICLE V

10 **DISPUTED CLAIMS AND CLAIM DISTRIBUTIONS**

11 ~~5.1. Single Claim~~Single Claim. Except as otherwise provided by this Plan, a Person that
12 holds multiple Allowed Claims based on the same indebtedness or obligation shall be deemed to
13 have only one Allowed Claim against the Estate in an amount equal to the largest of all such similar
14 Claims for the purposes of voting and distribution under the Plan.

15 5.2. **Claims Objections.**

16 ~~5.2.1 Who May Object~~Who May Object. Subject to the terms of this Section 5.2 or
17 further order of the Bankruptcy Court, any party in interest shall be entitled to object to Non-Abuse
18 Claims to the extent permitted under Section 502(a) of the Bankruptcy Code, and the Holder of any
19 Non-Abuse Claim to which an objection is made is entitled to assert their defenses to such objection.

20 5.2.2. ~~5.2.2~~-Objections to Abuse Claims. All parties in interest reserve the right to
21 object, in the Bankruptcy Court, to Abuse Claims pursuant to Section 502(a) of the Bankruptcy
22 Code, and Abuse Claimants reserve their defenses to such objections, provided, however, that from
23 and after the Effective Date, only parties in interest other than the Survivors' Trustee, including
24 without limitation the Non-Settling Insurers, may object to Abuse Claims; in the Bankruptcy Court
25 only based on any applicable defense arising under the Bankruptcy Code (including untimeliness
26 and any injunction barring late or unfiled claims), and (i) any determinations of the dollar amount
27 of liability for purposes other than Survivors' Trust Distributions, and any defense based upon non-

1 bankruptcy law, shall be made in a court of competent jurisdiction as determined under applicable
2 non-bankruptcy law, and (ii) all determinations regarding insurance coverage shall be made in a
3 court of competent jurisdiction or such other venue as the affected parties (including without
4 limitation any Non-Settling Insurer) may agree; further provided, however, the Non-Settling
5 Insurers shall be entitled to defend against any ~~Abuse~~Litigation Claim in the non-bankruptcy court
6 system based upon any of the objections that could otherwise have been asserted in the Chapter 11
7 Case, as provided in Sections 1.1.39 and 4.4 hereof and Articles VIII and IX hereof. For the
8 avoidance of doubt, any party in interest, including without limitation the Debtor and any Non-
9 Settling Insurer, may File an objection to any Abuse Claim before the Effective Date, and, the
10 Survivors' Trustee may object to Abuse Claims at any time in accordance with the Survivors' Trust
11 Documents and on any grounds permissible thereunder.

12 5.2.3. 5.2.3-Time for Objections.—Subject to Section 5.2.2, above, to Claims. The
13 Reorganized Debtor ~~and the Survivors' Trust~~ may File an objection to any Non-Abuse Claim at any
14 time through the closing of the Chapter 11 Case. For all other parties in interest ~~except with respect~~
15 ~~to Non-Settling Insurers as set forth in Section 1.1.32 hereof~~, an objection to a Claim must be Filed
16 on or before the Claims Objection Deadline~~—~~, provided that as set forth in Section 1.1.32 hereof, the
17 Claims Objection Deadline does not apply to any Non-Settling Insurer who agrees to defend against
18 any Abuse Claim Holder who elects the Litigation Option as set forth in Section 5.2.2 and Articles
19 VIII and IX hereof, as to such defense in the appropriate non-bankruptcy forum. For the avoidance
20 of doubt, the Claim Objection Deadline shall apply to any objection by a Non-Settling Insurer filed
21 in the Bankruptcy Court.

22 5.2.4. 5.2.4-Disputed Claim. Upon the filing of an objection to a Claim, the Claim
23 shall be a Disputed Claim.

24 5.3. ***Treatment of Disputed Claims.*** Until such time as some or all of an unliquidated
25 ~~Claim, contingent Claim, or unliquidated~~ or contingent ~~portion of a~~ Claim becomes Allowed or is
26 Disallowed, such Claim will be treated as a Disputed Claim for all purposes related to Plan
27

1 distributions. No distribution shall be made on account of any Disputed Claim unless and until all
2 objections to such Disputed Claim have been settled or withdrawn or have been determined by an
3 order which has become a non-appealable order, and the Disputed Claim has become an Allowed
4 Claim. In the event ~~that~~ Disputed Claims in Class 2 or Class 3 ~~are pending~~ have not been Allowed
5 or Disallowed at the time of a distribution under the Plan, the Reorganized Debtor shall maintain a
6 reasonable reserve for such Disputed Claims. ~~No~~ The Reorganized Debtor shall not make a
7 distribution of such reserved funds for a Disputed Claim ~~shall be made~~ in Class 2 or Class 3 until
8 such Disputed Claim has been resolved by order of the Bankruptcy Court or compromise consistent
9 with the terms of the Plan and the Bankruptcy Code. Distributions for Disputed Claims in Class 4
10 or Class 5 shall be as provided in the Survivors' Trust Distribution Plan and/or other Survivors'
11 Trust Documents.

12 ~~5.4. Late-Filed Claims~~ Late Filed Claims. Any Claim for which the Bar Date Order required
13 a Proof a Claim to be submitted, but for which Claim no Proof of Claim was submitted, on or before
14 their applicable Claims Bar Date, or which are not otherwise deemed timely or Allowed by order of
15 the Bankruptcy Court, shall receive no distribution under this Plan. Such Claims shall be deemed
16 Disallowed Claims and shall be expunged. The submission of a Ballot shall not constitute an
17 amendable informal Proof of Claim or an amendment to a previously filed Proof of Claim or
18 scheduled Claim. Any amendment to an otherwise timely filed Proof of Claim must be Filed on or
19 before the Confirmation Date, provided that the foregoing shall not waive or modify the right of any
20 party in interest to object to amendment of a Claim before the Confirmation Date. The Unknown
21 Abuse Claims Representative need not submit or File a Proof of Claim on behalf of Holders of Class
22 5 Claims as a prerequisite to vote on the Plan or for any Class 5 Claims to be deemed Allowed.
23 Holders of Class 5 Claims, if any, shall submit their Claims in accordance with the procedure for
24 submitting Unknown Abuse Claims under the Survivors' Trust Documents.

25 ~~5.5. Claim Estimation~~ Claim Estimation. To effectuate distributions pursuant to the Plan
26 and avoid undue delay in the administration of the Plan, upon and after the Effective Date the
27

1 Reorganized Debtor or the Survivors' Trustee, as applicable, shall have the right to seek an order of
2 the Bankruptcy Court pursuant to Section 502(c) of the Bankruptcy Code as to any Disputed Claim,
3 other than Class 4 or Class 5 Claims, estimating or limiting: (i) the amount that must be withheld
4 from or reserved for distribution purposes on account of such Disputed Claim, (ii) the amount of
5 such Claim for allowance or disallowance purposes, or (iii) the amount of such Claim for any other
6 purpose permitted under the Bankruptcy Code. Whether any such Claim is subject to estimation
7 pursuant to Section 502(c) of the Bankruptcy Code, and the timing and procedures for such
8 estimation proceedings, if any, shall be determined by the Bankruptcy Court pursuant to applicable
9 law.

10 5.6. ***No Distribution to Disallowed Claims.*** ~~Notwithstanding any provision herein to the~~
11 ~~contrary,~~ No distribution shall be made on account of any Claim which (i) is not an Allowed Claim
12 in whole or in part, or (ii) has otherwise been deemed or determined to be a Disallowed Claim.

13 5.7. ***Timing of Distributions to Allowed Claims.***

14 5.7.1. ~~5.7.1~~ *Next Business Day.* Whenever any distribution to be made pursuant to
15 the Plan would otherwise be due on a day other than a Business Day, such distribution shall be due
16 on the immediately succeeding Business Day.

17 5.7.2. ~~5.7.2~~ *Timeliness.* Any distribution to be made by the Reorganized Debtor
18 pursuant to the Plan or agreements entered into pursuant to the Plan, or by the Survivors' Trust
19 pursuant to the Plan or Survivors' Trust Documents or agreements entered into pursuant to either,
20 shall be deemed to have been timely made if made within fifteen (15) days after the time therefor
21 specified in the Plan or such other agreements between the Holder of a Claim and the Debtor,
22 Reorganized Debtor, or Survivors' Trust, as applicable. No additional interest shall accrue or be
23 paid with respect to any distribution as a consequence of such distribution not having been made on
24 the date specified therefor herein. For the avoidance of doubt, this Section does not modify the
25 terms of assumed Executory Contracts or Unexpired Leases of non-residential real property.

1 5.8. **Transfers of Claims.** As of the close of business on the Confirmation Date, there
2 shall be no further changes in the record Holders of Claims for purposes of distributions under the
3 Plan unless the Reorganized Debtor (as to all Claims other than Class 4 and Class 5 Claims) or the
4 Survivors’ Trustee (as to Class 4 and Class 5 Claims) otherwise agree. Neither the Reorganized
5 Debtor nor the Survivors’ Trustee shall have any obligation to recognize any unapproved transfer
6 of Claims occurring after the Confirmation Date.

7 ~~5.9. Prepayment~~Prepayment. Notwithstanding anything to the contrary herein or in the Plan
8 Documents, the Reorganized Debtor may prepay all or any portion of an Allowed Claim payable by
9 the Reorganized Debtor or a note issued by the Debtor or Reorganized Debtor in payment of an
10 Allowed Claim at any time without charge or penalty.

11 5.10. **Delivery of Distributions.** Distributions to Holders of Allowed Claims, other than
12 Class 4 or Class 5 Claims, will be sent to (i) the addresses set forth in any written notice of address
13 change delivered to the Debtor or the Reorganized Debtor after the date of any related Proof of
14 Claim; (ii) the address set forth on such Holder’s Proof of Claim Filed with the Bankruptcy Court;
15 (iii) the address set forth on the Schedules, if no Proof of Claim has been filed and no notice of
16 change of address has been received; or (iv) the last known address reflected in the Debtor’s books
17 and records. Distributions to Abuse Claimants and Unknown Abuse Claimants from the Survivors’
18 Trust Assets will be made in accordance with the Survivors’ Trust Documents.

19 ~~5.11. Unclaimed Distributions~~Unclaimed Distributions. If a Holder of an Allowed Claim
20 cannot be located after reasonable effort,– or otherwise fails to accept a distribution within ninety
21 (90) days following the date of such distribution, then the distribution to such Holder shall be
22 canceled and there shall be no further distributions required with respect to such Claim.

23 ~~5.12. No Interest~~No Interest. Unless otherwise specifically provided for in the Plan, by
24 applicable law (including Section 506(b) of the Bankruptcy Code), or agreed to by the Debtor or the
25 Reorganized Debtor (as applicable): (i) interest shall not accrue or be paid on any Claim, and no
26 Holder of any Claim shall be entitled to interest accruing on and after the Petition Date on account
27

1 of any Claim; and (ii) without limiting the foregoing, interest shall not accrue on or be paid on any
2 Disputed Claim in respect of the period from the Effective Date to the date a final distribution is
3 made when and if such Disputed Claim becomes an Allowed Claim.

4 5.13. **Provisions Governing Unimpaired Claims.** Except as otherwise provided in the
5 Plan, nothing will affect the Debtor's or the Reorganized Debtor's rights and defenses with respect
6 to any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable
7 defenses to, or setoffs or recoupments against, such Unimpaired Claims.

8 5.14. **Additional Terms Regarding Class 4 and Class 5 Claims.** Except as otherwise
9 provided herein, terms for resolution of and distribution in connection with Abuse Claims in Class
10 4 or Class 5 shall be as provided in the Survivors' Trust Documents. For the avoidance of doubt,
11 (i) any such Abuse Claimant shall not recover in the aggregate from the Survivors' Trust and any
12 Non-Settling Insurer an amount greater than the amount of the judgment issued by the applicable
13 court of competent jurisdiction on the underlying Abuse Claim, (ii) any such Abuse Claimant is not
14 barred by this Section 5.14 from seeking extracontractual damages under the holding of Hand ~~v.~~
15 Farmers Ins. Exchange, 23 Cal. App. 4th 1847 (1994) ("Hand"), and (iii) all defenses and the rights
16 of any Non-Settling Insurer to oppose any such claim by an Abuse Claimant under *Hand* are fully
17 preserved, including that *Hand* is not a correct statement of applicable law and that it would not
18 apply to any such asserted claim.

19 ~~ARTICLE VI~~
ARTICLE VI

20 **VOTING ON THE PLAN**

21 ~~6.1. Voting Classes~~ Voting Classes. Only Holders of Claims in Classes 1, 3, 4, 5, and 6 are
22 Impaired and entitled to vote to accept or reject the Plan. ~~The Class 1 Claim is impaired, but the~~
23 ~~Debtor shall not solicit its vote on the Plan unless ordered by the Court.~~ Class 2 Claims are
24 Unimpaired, and the Holders of such Claims are presumed to accept the Plan. Class 7A and 7B
25 Claims are Impaired, and Holders of such Claims are presumed to reject the Plan. A Class shall
26 have accepted this Plan if this Plan is accepted by at least two-thirds in the aggregate dollar amount,
27

1 and more than one-half in number of Holders, of the Allowed Claims of such Class that have voted
2 to either accept or reject the Plan.

3 6.2. ***Elimination of Vacant Classes.*** Any Class of Claims that does not have a Holder of
4 an Allowed Claim or a Claim temporarily Allowed by the Bankruptcy Court for purposes of voting
5 as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes
6 of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the
7 Plan by such Class pursuant to Section 1129(a)(8) of the Bankruptcy Code.

8 6.3. ***Effect of Objections.*** If an objection to a Claim is filed before the deadline
9 established for voting on the Plan, the Holder of such Claim cannot vote and any Ballot submitted
10 by such Holder shall not be counted unless the Bankruptcy Court, after notice and hearing, either
11 overrules the objection or orders that the Claim be Allowed for voting purposes.

12 **ARTICLE VII**~~ARTICLE VII~~

13 **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

14 ~~7.1. ***Prior Orders***~~Prior Orders. All orders of the Bankruptcy Court entered in the Chapter
15 11 Case authorizing the assumption or rejection of Executory Contracts or Unexpired Leases
16 pursuant to Section 365 of the Bankruptcy Code are hereby ratified.

17 7.2. ***Assumption of Contracts and Unexpired Leases.***

18 7.2.1. ~~7.2.1~~ *Contracts to be Assumed.*~~The following Executory Contracts shall be~~
19 ~~assumed as of the Effective Date, pursuant to Section 365 of the Bankruptcy Code, by confirmation~~
20 ~~of this Plan.~~ Entry of the Confirmation Order shall constitute approval, pursuant to Sections 365(a)
21 and 1123 of the Bankruptcy Code, for the assumption of each Executory Contract assumed under
22 this Section 7.2. Each Executory Contract assumed by the Debtor will re-vest in₂ and be fully
23 enforceable by₂ the Reorganized Debtor in accordance with its terms, except as such terms are
24 modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and
25 providing for its assumption, or by applicable law.

26 ~~7.2.1.1 *Employee Benefits:*~~Employee Benefits. On the Effective Date, all

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

13 7.2.3. ~~7.2.1.2~~ *Assumption of Other Contracts.* ~~—~~ Except for any
14 Executory Contract: (i) previously rejected by order of the Bankruptcy Court, (ii) subject to
15 a pending motion to reject before the Bankruptcy Court, (iii) previously expired or
16 terminated pursuant to its own terms, or (iv) treated otherwise under this Plan, each
17 Executory Contract entered into by the Debtor prior to the Petition Date shall be assumed,
18 unless and except as otherwise provided in the Plan, Confirmation Order, or Insurance
19 Settlement Agreement.

20 7.2.4. Executory Contract Cure Schedule. If the Debtor assumes one or more
21 Executory Contracts (excluding the Assumed Employee Benefit Plans), the Debtor may, but shall
22 not be required to, file the Executory Contract Cure Schedule with the Plan Supplement.

23 7.2.5. ~~7.2.2~~ *Cure Amount and Payment.* As to each assumed Executory Contract,
24 unless an Assumption Objection is filed no later than the deadline set forth below, the cure amount
25 required under Section 365(b)(1) of the Bankruptcy Code shall be the amount set forth on the
26 Executory Contract Cure Schedule, as it may be amended from time to time prior to Confirmation,
27

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

7 7.2.6. ~~7.2.3~~ *Objections to Assumption and Cure.* Any Person who (i) is a party to
8 an Executory Contract assumed under the Plan and (ii) objects to assumption or the cure amount,
9 must File an Assumption Objection with the Bankruptcy Court and serve the same upon interested
10 parties ~~an Assumption Objection~~. An Assumption Objection shall be accompanied by a declaration
11 or other sufficient evidence setting forth the basis for any objection to assumption of that party's
12 Executory Contract or Unexpired Lease, including without limitation as to the cure amount, on or
13 before the later of: (i) the deadline set for filing of objections to confirmation of the Plan, or (ii)
14 seven (7) days after the filing of the Executory Contract Cure Schedule (or any amendment thereto
15 affecting such executory contract). Any Entity that fails to timely file and serve an Assumption
16 Objection will be deemed to waive any and all objections to the proposed assumption of its
17 Executory Contract. A hearing on the Assumption Objections will take place at the hearing on
18 Confirmation, or as soon thereafter as the Bankruptcy Court is available.

19 7.3. ***Rejection of CCCEB Lease.*** In connection with and contingent upon the execution
20 of the CCCEB Settlement, the Unexpired Lease between the Debtor and CCCEB in effect as of the
21 Petition Date, together with any other contracts or agreements between the Debtor and CCCEB
22 related to use or possession of the Cathedral Property, shall be rejected as of the Effective Date.

23 7.4. ***Rejection of Contracts.***

24 7.4.1. ~~7.4.1~~ *Rejected Contracts.* Any Executory Contract or Unexpired Lease
25 ~~specifically identified~~ listed in the Executory Contract Rejection Schedule shall be rejected as of the
26 Effective Date. Entry of the Confirmation Order shall constitute the approval, pursuant to Section
27

1 365(a) of the Bankruptcy Code, of the rejection of such Executory Contracts and Unexpired Leases
2 pursuant to the provisions of the Plan.

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

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

16 ARTICLE VIII ~~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 ~~the~~ Abuse Claimants and the Survivors' Trust, as applicable, to directly receive proceeds
27

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

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

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

1 8.1.3. Upon the effectiveness of the Insurance Assignment, the Survivors' Trust
2 shall have whatever obligations, if any, that exist under the Abuse Insurance Policies under
3 applicable law, including without limitation all notice obligations required under the Abuse
4 Insurance Policies and applicable law pertaining to Abuse Claims; provided, however, that the
5 Survivors' Trust's assumption of such responsibility shall not relieve the Debtor, the Reorganized
6 Debtor or the Released Parties from their respective obligations under the Abuse Insurance Policies
7 as provided herein.

8 8.1.4. The Insurance Assignment is absolute upon entry of the Confirmation
9 Order, and conditioned upon the occurrence of the Effective Date, and requires no further action by
10 the Released Parties, the Survivors' Trust, the Bankruptcy Court, the Non-Settling Insurers, or any
11 other Entity.

12 8.1.5. The Insurance Assignment shall be governed by, and construed in
13 accordance with, the Bankruptcy Code and the laws of the state of California, without regard to
14 conflict of law principles.

15 8.1.6. Subject to the terms hereof, the Insurance Assignment shall be effective to
16 the maximum extent permissible under applicable law and the terms of the Abuse Insurance Policies.

17 8.2. ***Insurance Coverage for Abuse Claims.***

18 8.2.1. As set forth in Article IX of this Plan, Abuse Claimants who do not elect
19 to receive an Immediate Payment may ~~seek to have their claim satisfied by electing either (i) the~~
20 ~~Distribution Option (defined in Section 9.8.4 hereof), or (ii) for the purpose of recovering from one~~
21 ~~or more Non-Settling Insurers under their respective Insurance Policies,~~elect the Litigation Option
22 (defined in Section 9.8.4 ~~hereof~~). ~~Absent agreement of the applicable Non-Settling Insurer(s),~~
23 ~~the~~herein). An Abuse Claimant may only litigate coverage of such Holder's Abuse Claim under the
24 Non-Settling Insurer's Abuse Insurance Policy(ies) by electing the Litigation Option. Only the
25 applicable Abuse Claimant may seek recovery for such Abuse Claim against a Non-Settling Insurer
26 pursuant to an Abuse Insurance Policy issued by such Non-Settling Insurer and the Insurance
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1 Assignment to the Survivor's Trust is subject to the exclusive rights of such Holders.

2 8.2.2. After Confirmation, any Abuse Claimant who elects the Litigation Option,
3 i.e. to pursue the Holder's Claim in the non-bankruptcy court system against the Debtor as a nominal
4 party only or (only to the extent permitted under applicable non-bankruptcy law) a Non-Settling
5 Insurer, solely for the purpose of recovering from one or more Non-Settling Insurers under their
6 respective Insurance Policies, shall be granted leave to pursue such Claim by filing in the Chapter 11
7 Case a written statement of intent to do so by electing the Litigation Option (which may be filed
8 under a pseudonym if the claimant's name has not been previously publicly identified, *provided* that
9 (i) the notice otherwise adequately identifies the relevant Claim including the case number for the
10 pending litigation and (ii) the claimant or his or her counsel notifies the Non-Settling Insurers of the
11 claimant's actual name). After the expiration of ninety (90) days following the filing of such written
12 statement, such Abuse Claimant may continue to pursue such Claim in a separate action filed in a
13 non-bankruptcy court of competent jurisdiction as determined by applicable law, solely to seek a
14 recovery from Abuse Insurance Policies. Affected Non-Settling Insurers shall have the right (and
15 the obligation, to the extent so provided under their respective Abuse Insurance Policy(ies)), to
16 defend such Claim, consistent with the terms of their Abuse Insurance Policies and applicable non-
17 bankruptcy law. Such affected Non-Settling Insurers are also granted leave to defend against Abuse
18 Claims and take other actions authorized in their respective Abuse Insurance Policies in response to
19 Abuse Claims, including paying settlements to which the affected Non-Settling Insurers agree or
20 any judgments. The Debtor (including the Estate and the Reorganized Debtor) and the Survivors'
21 Trust will cooperate in the defense of any such claim to the extent provided under the applicable
22 Abuse Insurance Policy or Policies and as requested by an affected Non-Settling Insurer. Nothing
23 in this Section 8.2.2 shall diminish or alter the rights of an Abuse Claimant who elects the Litigation
24 Option to receive a distribution from the Survivors' Trust pursuant to Section 9.8.4 herein.

25 8.2.3. If ~~the~~an Abuse Claimant elects the Litigation Option then, among other
26 things, ~~(i)~~ the rights of affected Non-Settling Insurers to defend or associate in the defense of such
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1 Abuse ~~Claims~~Claim shall be fully preserved so that a Non-Settling Insurer who has offered to, or
2 has an obligation to, defend may do so, and (~~2ii~~) the rights of affected Non-Settling Insurers to assert
3 all rights, claims and coverage defenses ~~and issues~~ in any insurance recovery action (under Cal. Ins.
4 Code § 11580 or otherwise) shall also be fully preserved. In any such insurance recovery action
5 (under Cal. Ins. Code § 11580 or otherwise), Abuse Claimants shall have no greater or lesser rights
6 than the Debtor, including as to any findings of fact, conclusions of law, or rulings issued in
7 connection with the Coverage Action or any other coverage litigation between the Debtor or the
8 Survivors' Trust and any of the Insurers. ~~To the extent~~If any ~~applicable~~ Non-Settling Insurer elects
9 not to defend an Abuse Claim in the non-bankruptcy court system after receiving proper notice and
10 opportunity to do so, the Abuse Claimant shall be entitled to seek a default judgment against the
11 Debtor as nominal party only, solely to allow such Abuse Claimant to then pursue insurance rights
12 under Cal. Ins. Code § 11580 in accordance with the provisions in the Plan.

13 8.2.4. If an Abuse Claimant elects the Litigation Option, liquidates its Abuse
14 Claim, and obtains a final judgment by a Final Order against a Non-Settling Insurer, such Non-
15 Settling Insurer shall pay the amount of the judgment directly to the Holder of such Claim in
16 accordance with, and subject to, the provisions of the Plan. The Abuse Claimant shall have the
17 exclusive right to liquidate ~~such Holder's~~their Abuse Claim under the Litigation Option and pursue
18 Coverage Claims against a Non-Settling Insurer.

19 8.3. ***Preservation of the Rights of Non-Settling Insurers.***

20 8.3.1. With respect to Non-Settling Insurers, nothing in the Plan, the Plan
21 Documents, the Confirmation Order, or the Survivors' Trust Documents, including any provision
22 that purports to be preemptory or supervening, shall in any way operate to, or have the effect of,
23 impairing, altering, supplementing, changing, expanding, decreasing, or modifying (i) the terms and
24 conditions of anyan Abuse Insurance Policy, (ii) the rights and obligations of the Debtor ~~(or, its~~
25 Estate) or the Reorganized Debtor and any Non-Settling Insurers (and third-party claims
26 administrators) under ~~any of~~ the Abuse Insurance Policies, or (iii) the coverage or benefits provided
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1 under the Abuse Insurance Policies; ~~provided, however, that because the Non-Settling Insurers~~
2 ~~would solely be potentially financially responsible for payment of Abuse Claims (and the Debtor~~
3 ~~would have no such potential financial responsibility), the provisions of Cal. Civil Code § 2860~~
4 ~~entitling an insured to appointment of independent counsel in certain circumstances shall not apply~~
5 ~~to any claims pursued by Abuse Claimants against the Debtor (as a nominal party only) or the~~
6 ~~Survivors' Trust in the non-bankruptcy court system for the purpose of recovering from Non-~~
7 ~~Settling Insurers.~~

8 8.3.2. With respect to the Non-Settling Insurers, notwithstanding any provision
9 in the Plan, the Plan Documents, the Confirmation Order, or the Survivors' Trust Documents,
10 nothing contained in any such documents or in this paragraph shall impose, or shall be deemed or
11 construed to impose, any obligation on any Non-Settling Insurer to provide a defense for, settle, or
12 pay any judgment with respect to, any Abuse Claim. Rather, a Non-Settling Insurer's obligations,
13 if any, with respect to an Abuse Claim shall be determined solely by and in accordance with the
14 applicable Abuse Insurance Policy or Abuse Insurance Policies issued by that Non-Settling Insurer
15 subject to applicable non-bankruptcy law. Nothing in the Plan, the Plan Documents, the
16 Confirmation Order, or the Survivors' Trust Documents shall diminish or impair, or be deemed to
17 diminish or impair, the rights of any Non-Settling Insurer to defend any Abuse Claim or to assert
18 any claim, defense, right, or counterclaim in connection with any Abuse Claim or Abuse Insurance
19 Policy in accordance with applicable law; *provided, however,* that any claim or counterclaim for
20 Contribution ~~(as defined in Section 8.4 hereof)~~ against a Settling Insurer shall be addressed as
21 provided herein.

22 8.3.3. For all issues relating to insurance coverage concerning Non-Settling
23 Insurers, the provisions, terms, conditions, and limitations of the applicable Abuse Insurance
24 Policies shall control, subject to applicable non-bankruptcy law.

25 8.3.4. A Non-Settling Insurer's obligation, if any, with respect to an Abuse Claim
26 shall be determined solely by and in accordance with the applicable Abuse Insurance Policy or
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1 Abuse Insurance Policies issued by that Non-Settling Insurer subject to applicable non-bankruptcy
2 law. Liability with respect to any Abuse Claim for purposes of any recovery against an Abuse
3 Insurance Policy will be determined pursuant to applicable non-bankruptcy law.

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

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

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

3 8.3.8. With respect to Non-Settling Insurers, nothing in the Plan, the Plan
4 Documents, the Confirmation Order, or the Survivors' Trust Documents shall, under any theory, (a)
5 constitute a trial, a judgment, an adjudication on the merits, or evidence establishing the liability (in
6 the aggregate or otherwise) or obligation of the Debtor or the Survivors' Trust with respect to any
7 Abuse Claim, (b) constitute a trial, a judgment, an adjudication on the merits, or evidence (or be
8 introduced as evidence) establishing the liability of any Non-Settling Insurer in current or
9 subsequent litigation for any Claim, including, without limitation, any Abuse Claim, or under any
10 Abuse Insurance Policy, (c) constitute, or be deemed to constitute (or be introduced to support) a
11 determination of the reasonableness of the amount of any Claim, including any Abuse Claim, either
12 individually or in the aggregate with other Claims, (d) be deemed to grant to any Person or Entity
13 any right to sue any Non-Settling Insurer directly, in connection with a Claim, including any Abuse
14 Claim, or any Abuse Insurance Policy, that such Person or Entity did not otherwise have under
15 applicable non-bankruptcy law, (e) constitute a finding or determination (or be introduced to support
16 a finding or determination) that the Debtor is a named insured, additional insured, or insured in any
17 other way under any Abuse Insurance Policy, (f) constitute a finding or determination (or be
18 introduced to support a finding or determination) that any Insurer in fact issued any alleged Abuse
19 Insurance Policy or that any alleged Abuse Insurance Policy has any particular terms or conditions,
20 (g) constitute a finding or determination (or be introduced to support a finding or determination)
21 that any Insurer has any defense or indemnity obligation with respect to any Claim or Abuse Claim,
22 or (h) constitute a finding or determination (or be introduced to support a finding or determination)
23 on any matter at issue or which may be raised as an issue in any action, including the Coverage
24 Action. In addition, no payment made in accordance with the Plan shall be, or be deemed to be, a
25 waiver of any rights of any Non-Settling Insurer under any Abuse Insurance Policy.

26 8.3.9. Other than with respect to the effectiveness of the Insurance Assignment
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1 contemplated by the Plan (~~if necessary~~) and the findings necessary to confirm the Plan under Section
2 1129 of the Bankruptcy Code for such purpose only, no Non-Settling Insurer shall be bound in any
3 current or future litigation concerning an Abuse Claim or an Abuse Insurance Policy by any factual
4 findings or conclusions of law issued in connection with Confirmation of the Plan, and no such
5 findings of fact or conclusions of law shall have any *res judicata* or collateral estoppel effect on any
6 Claim, defense, right, offset, or counterclaim that has been asserted or that may be asserted in any
7 current or subsequent litigation concerning an Abuse Claim or an Abuse Insurance Policy. Non-
8 Settling Insurers shall retain, and be permitted to assert, (i) all of their insurance coverage defenses
9 subject to applicable non-bankruptcy law in connection with Abuse Claims notwithstanding any
10 provision of the Plan, the Plan Documents, or the Confirmation Order, *provided, however*, no Non-
11 Settling Insurer may assert the Insurance Assignment as a defense to any ~~Coverage Claim~~Insurance
12 Action nor challenge the efficacy or validity of the Insurance Assignment, and (ii) all of the Debtor's
13 defenses to liability, both legal and equitable, in connection with any asserted Abuse Claim, and the
14 Non-Settling Insurers' rights to assert all such underlying defenses and insurance coverage defenses
15 in connection with Abuse Claims will not be impaired in any way by the Plan, the Plan Documents,
16 the Confirmation Order, or the Survivors' Trust Documents, but shall be subject to applicable non-
17 bankruptcy law.

18 8.3.10. Any disputes regarding a Non-Settling Insurer's liability for Abuse Claims
19 and/or coverage therefor under any Abuse Insurance Policy shall be resolved under applicable non-
20 bankruptcy law in a court of competent jurisdiction or such other venue as the affected parties
21 (including the Non-Settling Insurer(s)) may agree.

22 8.3.11. Nothing herein shall limit the ability of any Non-Settling Insurer to agree
23 to different terms or treatment of its Abuse Insurance Policies as part of a consensual settlement
24 with the Debtor, RCWC, the Survivors' Trust, and/or Abuse Claimants.

25 8.3.12. Any Non-Settling Insurer's legal, equitable, or contractual rights and
26 obligations relating to the Abuse Insurance Policies issued by such Non-Settling Insurer shall be
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1 determined under applicable non-bankruptcy law. Nothing in the Plan shall be construed to impair
2 or diminish the Debtor's or any Non-Settling Insurer's legal, equitable, or contractual rights or
3 obligations under any Abuse Insurance Policy including, but not limited to, the ability to negotiate
4 resolution of any dispute; ~~provided, however, (a) that because Non-Settling Insurers would solely~~
5 ~~be potentially financially responsible for payment of Abuse Claims (and the Debtor would have no~~
6 ~~such potential financial responsibility), the provisions of Cal. Civil Code § 2860 entitling an insured~~
7 ~~to appointment of independent counsel in certain circumstances shall not apply to any claims~~
8 ~~pursued by Abuse Claimants against the Debtor (as a nominal party only) in the non-bankruptcy~~
9 ~~court system for the purpose of recovering from Debtor (as a nominal party) and (b) neither the~~
10 ~~Debtor (including the Estate and the Reorganized Debtor) nor the Survivors' Trust shall have the~~
11 ~~right to (i) direct or interfere with a Non-Settling Insurer's defense of a tort action asserting an Abuse~~
12 ~~Claim, or (ii) settle an Abuse Claim without the consent of all affected Non-Settling Insurers;~~
13 ~~provided, however, that at the Reorganized Debtor's election and at its sole expense, the~~
14 ~~Reorganized Debtor may appoint its own counsel ("Reorganized Debtor Counsel") to represent the~~
15 ~~Bishop in the defense of any action by an Abuse Claimant against the Debtor (as a nominal party~~
16 ~~only). Any such Reorganized Debtor Counsel shall cooperate and coordinate with defense counsel~~
17 ~~appointed by the Non-Settling Insurers to represent the Debtor in such action, and the Reorganized~~
18 ~~Debtor's election to appoint Reorganized Debtor Counsel shall not constitute direction of or~~
19 ~~interference with a Non-Settling Insurer's defense of a tort action asserting an Abuse Claim. The~~
20 Non-Settling Insurers reserve (and expressly do not waive) all policy defenses and Claims, including
21 without limitation all rights, ~~claims,~~ and defenses concerning cooperation, offsets, recoupments,
22 deductions, deductibles, self-insured retentions, and all rights, ~~claims,~~ and defenses provided in
23 their policies. The Non-Settling Insurers also reserve all objections to any Abuse Claim available
24 to a party of interest in this Chapter 11 Case and any such objections are preserved and may be
25 asserted by Non-Settling Insurers as a defense to coverage in Abuse Claim Litigation commenced
26 by a Litigation Claimant. For the avoidance of doubt, ~~if the Abuse Claimant has elected the~~

1 ~~Immediate Payment or the Distribution Option (defined in Section 9.8.4 hereof), nothing in this~~
2 ~~Section 8.3.12~~nothing herein shall restrict the Survivors' Trust from resolving or making a
3 distribution on account of ~~such~~any Abuse ~~Claim~~Claims without the consent of any Non-Settling
4 Insurer ~~for purposes of the Immediate Payment or Distribution Option.~~

5 8.3.13. Except as expressly stated herein, any coverage issues involving the Non-
6 Settling Insurers or the Abuse Insurance Policies issued by the Non-Settling Insurers shall be
7 determined in accordance with applicable non-bankruptcy law. All positions and arguments with
8 respect to available coverage under such Abuse Insurance Policies shall be fully preserved for
9 assertion by the Non-Settling Insurers and the Abuse Claimants in any litigation of coverage issues.
10 Subject to the terms of the Plan, ~~the~~each Non-Settling ~~Insurers~~Insurer and each Abuse ~~Claimants~~
11 ~~reserve~~Claimant reserves their rights, if any, to (i) bring proceedings concerning the application and
12 interpretation of the terms of the Abuse Insurance Policies and rights thereunder, as well as whether
13 defense and/or indemnity are owed under the Abuse Insurance Policies, and (ii) oppose any such
14 proceeding commenced by any other Person or Entity in any court of appropriate jurisdiction as
15 determined under applicable non-bankruptcy law; *provided, however*, because the Debtor will have
16 received a discharge under the Plan, any effort to collect from Abuse Insurance Policies issued by
17 the Non-Settling Insurers to satisfy an Abuse Claim after Confirmation of the Plan shall be sought
18 individually by the applicable Abuse Claimant after such ~~Holder's~~Abuse Claimant's Abuse Claim
19 has been liquidated as provided herein. Any disputes regarding a Non-Settling Insurer's liability
20 for Abuse Claims (after such Abuse Claim has been liquidated under the provisions set forth above)
21 and/or coverage therefor under Abuse Insurance Policies shall be resolved under applicable non-
22 bankruptcy law in a court of competent jurisdiction or such other venue as the affected parties
23 (including the Non-Settling Insurer(s)) may agree.

24 8.3.14. The limitations in this Section 8.3 are for the benefit of the Non-Settling
25 Insurers to preserve their ability to assert the Debtor's defenses to Abuse Claims as well as Non-
26 Settling Insurers' own coverage defenses. For the avoidance of doubt, the Debtor (and the
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1 Reorganized Debtor, as applicable) reserves its right to enforce the Plan, including without
2 limitation its discharge, and to the benefits of any settlements reached with Settling Insurers,
3 provided that the foregoing will not limit the protections afforded to the Non-Settling Insurers
4 herein. All parties in interest in this Chapter 11 Case shall retain the right to enforce the Claims Bar
5 Date Order (as amended) and all confidentiality orders issued in the Chapter 11 Case.

6 8.3.15. The foregoing provisions of Section 8.3 hereof shall be incorporated into
7 the Confirmation Order.

8 8.4. **Scope of Plan Injunctions.** Any injunction under the Plan or Confirmation Order
9 shall not enjoin a Non-Settling Insurer's right to assert any Claims against the Survivors' Trust for
10 contribution, subrogation, indemnification, reimbursement, or other similar ~~Cause~~Causes of Action
11 (collectively, "**Contribution**") for any Settling Insurer's alleged share or equitable share relating to
12 the defense and/or indemnity obligation for any Abuse Claim, or for any Cause of Action released
13 in any Insurance Settlement Agreements. If a Non-Settling Insurer asserts it has (a) Contribution
14 Claims directly or indirectly arising out of or in any way relating to such Non-Settling Insurer's
15 payment of loss on behalf of the Debtor or defense expenses incurred in any action that should have
16 been paid by or are otherwise attributable to a Settling Insurer related to any Abuse Claim or (b)
17 rights to recover any self-insured retentions/obligations and/or deductibles (collectively, "**Payment**
18 **Obligations**") in connection with its payment of defense and/or indemnity related to an Abuse
19 Claim, then (~~i~~x) such Contribution Claims or Payment Obligations may be asserted as a setoff,
20 defense, or counterclaim against any Abuse Claimant and/or the Survivors' Trust in any insurance
21 action or insurance recovery action (under Cal. Ins. Code § 11580 or otherwise) involving such
22 Non-Settling Insurer and (~~h~~y) to the extent such Contribution Claims or Payment Obligations are
23 determined to be valid, the liability (if any) of such Non-Settling Insurer to the Holder of the Abuse
24 Claim or the Survivors' Trust shall be reduced by the amount of such Contribution Claims or
25 Payment Obligations, *provided* that if any such Contribution Claim exceeds the liability of such
26 Non-Settling Insurer to the Survivors' Trust, the Non-Settling Insurer does not waive any excess
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1 claim and may seek affirmative recovery from the Survivors' Trust. To the extent payment of a
2 self-insured retention is a condition to a Non-Settling Insurer's obligation to provide defense or
3 indemnity under applicable non-bankruptcy law and the Non-Settling Insurer's applicable insurance
4 policies, the failure of the Survivors' Trust to pay such self-insured retention to the ~~Non-~~
5 ~~Settling~~ Non- Settling Insurer shall result in the Non-Settling Insurer having the right to argue that
6 such failure of payment is a complete defense to any claim for coverage by the Non-Settling Insurer
7 to, or related to, any claim for recovery of insurance from the Non-Settling Insurer.

8 8.5. *Non-Settling Insurers' Contribution Claims Against Settling Insurers.* In any
9 action, including the Coverage Action, involving ~~the~~an Abuse Claimant and one or more Non-
10 Settling Insurers, where a Non-Settling Insurer has asserted, asserts, or could assert any Contribution
11 Claim against any of the Settling Insurers or the Survivors' Trust, and such Contribution Claims are
12 determined by the court presiding over such Claims to be valid, then any judgment or award obtained
13 against such Non-Settling Insurer by such Abuse Claimant shall be automatically reduced by the
14 amount, if any, that the Survivors' Trust or any of the Settling Insurers is liable to pay such Non-
15 Settling Insurer as a result of the Non-Settling Insurer's Contribution Claim, so that the Contribution
16 Claim is thereby satisfied and extinguished; *provided, however*, that, as against the Survivors' Trust
17 (as successor to the Debtor), a Non-Settling Insurer may only assert any such Contribution Claim
18 for the payment of a deductible or self-insured retention. The Settling Insurers shall be required to
19 cooperate in good faith with the Debtor, the Reorganized Debtor, and/or the Survivors' Trust to take
20 commercially reasonable steps to defend against any Contribution Claim by a Non-Settling Insurer.

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

14 8.7. ***Reductions In Non-Settling Insurers’ Liability.*** No Abuse Claimant who elects the
15 Litigation Option shall recover in the aggregate from the Survivors’ Trust and any Non-Settling
16 Insurer an amount greater than the total amount of the judgment entered by the applicable court of
17 competent jurisdiction on such Holder’s underlying Abuse Claim, subject to the terms of Section
18 5.14 herein. A Non-Settling Insurer shall have all rights available under non-bankruptcy law to
19 assert, seek, and enforce any right to offset, recoup, or otherwise reduce its liability on any such
20 entered judgment, including without limitation all rights available under non-bankruptcy law to
21 assert, seek, and recover on such claims against the Survivors’ Trust. For the avoidance of doubt,
22 such Abuse Claimant is not barred by this Section 8.7 from seeking extracontractual damages under
23 the *Hand* holding, and all defenses and the rights of any Non-Settling Insurer to oppose any such
24 claim by an Abuse Claimant under *Hand* are fully preserved, including without limitation that *Hand*
25 is not a correct statement of applicable law and that it would not apply to any such asserted claim.

26 8.8. ***Settling Insurers.***

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1 8.8.1. ~~8.8.1~~ *Pre-Confirmation Insurance Settlement Agreements.* If, before
2 Confirmation, an Insurer enters into an Insurance Settlement Agreement with the Debtor under
3 which the Insurer becomes a Settling Insurer hereunder upon entry of the Confirmation Order, the
4 Debtor shall file with the Plan Supplement any provisions required by the proposed Settling Insurer,
5 and agreed to by the Debtor, to be made a part of this Plan. Any such provisions set forth in the
6 Plan Supplement shall be deemed incorporated into this Section as part of the Plan. Any Insurer
7 that becomes a Settling Insurer shall receive the treatment as may be provided in any Insurer
8 Settlement Agreement approved by a Final Order. Each Insurance Settlement Agreement is
9 effective and binding upon all Persons who have notice, and any of the foregoing Persons'
10 successors and assigns, upon the entry of a Final Order approving the Insurance Settlement
11 Agreement and satisfaction of all conditions precedent, provided that such Insurance Settlement
12 Agreement shall not affect the rights of any remaining Non-Settling Insurers. All payments by
13 ~~each~~ Settling Insurer ~~to the Survivors' Trust shall occur~~, and ~~the~~ all releases ~~by the Debtor and/or~~
14 ~~RCWC of each Settling Insurer, pursuant to the~~ contained in an Insurance Settlement
15 ~~Agreements~~ Agreement shall ~~occur and/or~~ be effective, according to the terms of each such
16 agreement. ~~The~~ unless otherwise ordered by the Bankruptcy Court. Any court-approved pre-
17 Confirmation Insurance Settlement Agreements shall survive the Confirmation and the Effective
18 Date.

19 8.8.2. Terms. The rights of the parties under any Insurance Settlement Agreement
20 shall be determined exclusively under the applicable Insurance Settlement Agreement and those
21 provisions of the Final Order approving such Insurance Settlement Agreement, the Plan, and the
22 Confirmation Order.

23 8.8.3. ~~8.8.2~~ *Sale Free and Clear.* Each Settling Insurer Abuse Insurance Policy
24 shall be sold to the issuing Settling Insurer, pursuant to Sections 105, 363, and 1123 of the
25 Bankruptcy Code, free and clear of all Liens and Claims of all Persons, to the extent provided for in
26 each applicable Insurance Settlement Agreement, *provided* that such sale shall not affect the rights
27

1 of any remaining Non-Settling Insurers.

2 8.8.4. ~~8.8.3~~ *Timing.* The injunctions, releases, and discharges to which any Settling
3 Insurer is entitled pursuant to such Insurance Settlement Agreement, the Plan, the Confirmation
4 Order, the Final Order approving the Insurance Settlement Agreement, and the Bankruptcy Code
5 shall become effective pursuant to the terms of such Insurance Settlement Agreement.

6 8.8.5. ~~8.8.4~~ *Contribution Claims of Settling Insurers.* Each Settling Insurer agrees
7 that it will not pursue any Abuse Related Contribution Claim that it might have against any other
8 Insurer (a) whose Contribution Claim against Settling Insurers is satisfied and extinguished entirely;
9 or (b) that does not make an Abuse Related Contribution Claim against the Settling ~~Insurers~~ Insurer,
10 or any of them. If, in the future, a Non-Settling Insurer releases its Abuse Related Contribution
11 Claims, if any such exist, that it may have against the Settling Insurers, then such released Settling
12 Insurer shall release its Abuse Related Contribution Claims against such releasing Insurer. If any
13 ~~Non-Settling~~ Non-Settling Insurer asserts a Claim directly against the Survivors' Trust arising from
14 or concerning ~~the~~ one or more Settling Insurers' Abuse Insurance Policies, any Abuse Related
15 Contribution Claim of the Settling Insurers shall be transferred to the Survivors' Trust, and the
16 Survivors' Trust shall be authorized to assert the Contribution Claims of such Settling Insurer
17 against such Non-Settling Insurer.

18 8.9. *The Coverage Action.* On the Effective Date, claims asserted in the Coverage Action
19 other than claims constituting Debtor Extracontractual Insurance Actions shall be dismissed without
20 prejudice to (a) any Holder of an Abuse Claim to elect the Litigation Option as provided herein and
21 pursue an Insurance Action, subject to Section 9.8.4 hereof, and (b) the Survivors' Trust to pursue
22 an Insurance Settlement Agreement with any Non-Settling Insurer on or after the Effective Date or
23 to pursue any Debtor Extracontractual Insurance Actions, including without limitation
24 Extracontractual Insurance Actions the Debtor asserted in the Coverage Action. On or promptly
25 after the Effective Date, the Survivor's Trust shall be substituted as plaintiff in the Coverage Action
26 for purposes of asserting Debtor Extracontractual Insurance Actions. The Holder of an Abuse Claim

1 electing the Litigation Option and the Survivors' Trust, as applicable, shall have all rights of the
2 Debtor to pursue recoveries against any Non-Settling Insurer; provided, however, any such Non-
3 Settling Insurer shall have all defenses and Claims available under its Non-Settling Insurance
4 Policy(ies) and may assert any defense or objection to any such Claim a party in interest could have
5 asserted under the Bankruptcy Code or an order of the Bankruptcy Court in the Chapter 11 Case.
6 For the avoidance of doubt, *the Survivors' Trust shall have no right to pursue recoveries in the*
7 Coverage Action against any Settling Insurer.

8 ~~ARTICLE IX~~ **ARTICLE IX**

9 **THE SURVIVORS' TRUST**

10 9.1. *Creation of the Survivors' Trust, Appointment of Survivors' Trustee, and*
11 *Survivors' Trust Advisory Committee.*

12 9.1.1. ~~9.1.1~~ Establishment and Purpose of the Survivors' Trust. On the Effective
13 Date, the Survivors' Trust shall be established in accordance with the Survivors' Trust Documents.
14 The Survivors' Trust will, upon its creation, and without limitation: (1) assume liability for all Abuse
15 Claims, including without limitation Unknown Abuse Claims, ~~of~~against the Debtor, RCWC ~~to the~~
16 ~~extent of~~(but solely as to Released RCWC Releases, Claims), and any Settling Insurers; and (2)
17 receive, hold, administer, liquidate, and distribute the Survivors' Trust Assets in accordance with
18 this Plan and the Survivors' Trust Documents. The Survivors' Trust shall administer, process, settle,
19 resolve, liquidate, satisfy, and make Trust Distributions in such a way that Abuse Claimants are
20 treated equitably and in a substantially similar manner, subject to the applicable terms of the Plan
21 Documents and the Survivors' Trust Documents. From and after the Effective Date, (x) the Abuse
22 Claims and Unknown Abuse Claims against the Debtor ~~and,~~ (y) the Released RCWC Claims, and
23 (z) Insurance Actions against any Settling Insurer ~~for or relating to insurance coverage~~ in connection
24 with such Claims, shall be channeled to the Survivors' Trust pursuant to the Channeling Injunction
25 set forth in Section ~~13.12~~13.11 of the Plan and may be asserted only and exclusively against the
26 Survivors' Trust, subject to the right of ~~Holders of Abuse Claims who elect the~~ Litigation **Option**

1 ~~(as defined in Section 9.8.4 hereof)~~ Claimants to name the Debtor and/or RCWC (but solely as to
2 Released RCWC Claims) as a nominal defendant as provided in the Plan. The Survivors' Trust
3 shall have no liability for Non-Abuse Litigation Claims. Holders of Non-Abuse Litigation Claims
4 shall have no recourse to the Survivors' Trust with respect to such Claims.

5 9.1.2. 9.1.2-Qualified Settlement Fund. The Survivors' Trust is intended to qualify
6 as a "qualified settlement fund" pursuant to Section 468B of the Tax Code and the regulations
7 promulgated thereunder (the "**Treasury Regulations**"). The Debtor shall be the "transferor" within
8 the meaning of Treasury Regulation Section 1.468B-~~1~~1(d)(1). The Survivors' Trustee shall be the
9 "administrator" of the Survivors' Trust within the meaning of Treasury Regulation Section
10 1.468B-~~2~~2(k)(3).

11 ~~9.1.3 Survivors' Trust Advisory Committee. As set forth in the Survivors' Trust~~
12 ~~Documents, there shall be established the Advisory Committee. The Plan and Trust Agreement~~
13 provide for the creation of a Survivors' Trust Advisory Committee, which shall be initially
14 ~~comprised of five (5) members selected by the Committee and formed as of the Effective~~
15 ~~Date~~ consist of those members of the Committee, or their designees, who agree to serve on the
16 Survivors' Trust Advisory Committee. The members of the Survivors' Trust Advisory Committee
17 shall have only such limited rights, duties and powers as set forth in the Plan and Survivors' Trust
18 Agreement. The process for appointing replacement members of the Survivors' Trust Advisory
19 Committee shall be provided in the Survivors' Trust Agreement. Upon termination of the Survivors'
20 Trust, or as otherwise provided in the Survivors' Trust Agreement, the Survivors' Trust Advisory
21 Committee shall be deemed dissolved and discharged of and from all further authority, duties,
22 responsibilities, and obligations with respect to or in connection with the Survivors' Trust and the
23 Chapter 11 Case. Except for the reimbursement of reasonable actual costs and expenses incurred in
24 connection with their duties as members of the Survivors' Trust Advisory Committee, the members
25 of the Survivors' Trust Advisory Committee shall serve without compensation. Reasonable
26 expenses incurred by members of the Survivors' Trust Advisory Committee shall be promptly paid

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

8 9.2. ***Appointment and Powers of the Survivors' Trustee.*** On the Confirmation Date, the
9 Bankruptcy Court shall appoint the Survivors' Trustee to serve in accordance with, and who shall
10 have the functions and rights provided in, the Survivors' Trust Documents. Any successor
11 Survivors' Trustee shall be appointed in accordance with the terms of the Survivors' Trust
12 Documents. For purposes of the Survivors' Trustee performing his or her duties and fulfilling his
13 or her obligations under the Survivors' Trust and the Plan, the Survivors' Trust and the Survivors'
14 Trustee shall be deemed to be "parties in interest" within the meaning of Section 1109(b) of the
15 Bankruptcy Code. The Survivors' Trustee shall have such powers and duties as are set forth in the
16 Survivors' Trust Documents, including without limitation the following:

17 9.2.1. ~~9.2.1~~ *Survivors' Trustee as Fiduciary.* The Survivors' Trustee shall be
18 deemed to be a fiduciary of the Survivors' Trust under the terms of the Survivors' Trust Agreement
19 and shall have all rights, powers, authority, responsibilities, and benefits under California law
20 specified in the Plan and as reflected in the Survivors' Trust Agreement, including commencing,
21 prosecuting or settling causes of action, enforcing contracts, and asserting Claims, defenses, offsets
22 and privileges. If there is any inconsistency or ambiguity between the Confirmation Order and the
23 Survivors' Trust Agreement with respect to the Survivors' Trustee's authority to act, the provisions
24 of the Survivors' Trust Agreement shall control.

25 9.2.2. ~~9.2.2~~ *Liquidation of Survivors' Trust Assets.* The Survivors' Trustee shall
26 liquidate and convert to Cash the Survivors' Trust Assets, make timely distributions, and not unduly
27

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

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

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

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

22 9.2.7. ~~9.2.6~~ *Taxes.* ~~___.~~—The Survivors' Trustee may request an expedited
23 determination of taxes of the Survivors' Trust under Section 505(b) of the Bankruptcy Code for all
24 returns filed for, or on behalf of, the Survivors' Trust for all taxable periods through the dissolution
25 of the Survivors' Trust.

26 9.2.8. ~~9.2.7~~ *Settlements With Non-Settling Insurers.* ~~The Survivors' Trustee shall~~

1 ~~be authorized to enter into consensual settlements with one or more Non-Settling Insurers on~~
2 ~~and~~ Notwithstanding any present exclusionary language in the Plan, after the Effective Date,
3 ~~covering some or all of the Abuse Claims insured thereby, provided that such settlements shall~~
4 ~~not~~ any Non-Settling Insurer may enter into an Insurance Settlement Agreement with the Survivors'
5 Trustee (a "Post-Effective Date Insurance Settlement Agreement"); provided, however, that the
6 Survivors' Trustee shall File a notice with the Bankruptcy Court within thirty (30) days of entering
7 into any such Post-Effective Date Insurance Settlement and the Insurer that is a party to the Post-
8 Effective Date Insurance Settlement (and any related Persons or Representatives, as applicable) shall
9 be deemed to be a Settling Insurer for all purposes hereunder. Subject to the terms of the Survivors'
10 Trust Documents, any Post-Effective Date Insurance Settlement and amendments thereto shall be
11 binding and effective without approval of or any other action by the Bankruptcy Court; provided
12 further, however, that no Post-Effective Date Insurance Settlement Agreement shall impair the
13 rights of any other Non-Settling Insurers, including those rights set forth herein. ~~Approval~~
14 ~~requirements, if any, for such settlements shall be as specified in the Survivors' Trust Agreement.~~
15 No settlement (whether in the Plan or otherwise) as among any of the Debtor, its Estate, the
16 Survivors' Trust, ~~and~~ any Abuse Claimant, and the Settling Insurers, including Payment Obligations,
17 shall bind a Non-Settling Insurer in any way without its consent.

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

11 [9.3.1.](#) ~~9.3.1-Debtor Cash Contribution.~~ On the Effective Date of the Plan, the
12 Debtor shall transfer \$40 million, plus any remaining DIP Availability, in good and available funds
13 to the Survivors' Trust using wiring instructions provided by the Survivors' Trustee (the "**Initial**
14 **Debtor Contribution**"). The ~~Initial Debtor Contribution is anticipated to consist of \$40 million in~~
15 ~~new Cash received through the Exit Facility. Any remaining DIP Availability will also be~~
16 ~~transferred to the Survivors' Trust on the Effective Date as part of the Initial Debtor Contribution.~~
17 ~~The~~ Survivors' Trust shall also receive Cash from the Debtor as follows (collectively, the
18 "**Additional Debtor Contributions**") and together with the Initial Debtor Contribution, the "**Debtor**
19 **Cash Contribution**"):

20 [9.3.1.1.](#) ~~9.3.1.1-~~ No later than the date that is one year after the
21 Effective Date, the Debtor shall transfer no less than \$~~7.26~~ million in good and available
22 funds to the Survivors' Trust using wiring instructions provided by the Survivors' Trustee.

23 [9.3.1.2.](#) ~~9.3.1.2-~~ No later than the date that is two years after the
24 Effective Date, the Debtor shall transfer no less than \$~~4.75.9~~ million in good and available
25 funds to the Survivors' Trust using wiring instructions provided by the Survivors' Trustee.

26 [9.3.1.3.](#) ~~9.3.1.3-~~ No later than the date that is three years and six
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1 months after the Effective Date (~~the~~such time between the Effective Date and such date, the
2 **“Plan Payment Period”**), the Debtor shall transfer the remaining balance of the total Debtor
3 Cash Contribution of \$150 million, up to \$98.1 million, in good and available funds to the
4 Survivors’ Trust using wiring instructions provided by the Survivors’ Trustee.

5 9.3.1.4. ~~9.3.1.4~~ *Timing of Payments.* During the Plan Payment
6 Period, the Debtor (~~it~~) shall pay to the Survivors’ Trust (i) any payments owed the Survivors’
7 Trust under Section 9.3.1.5 hereof no later than the deadline set forth therein and (ii) the net
8 proceeds (after reimbursement of the Reorganized Debtor’s closing costs and attorneys’ fees,
9 if any) realized from the closing of any sale of unencumbered real estate titled in the name
10 of the Debtor, Trust Collateral Property, with such payment(s) to occur contemporaneously
11 with the closing of such sale. In each instance, such payment(s) shall be made regardless of
12 whether ~~such~~the payment(s) cause the Debtor to exceed the minimum transfers described in
13 Sections 9.3.1.1 and 9.3.1.2 hereof, ~~and (ii) may.~~ At any time during the Plan Payment
14 Period, the Reorganized Debtor may, in its sole discretion, transfer unrestricted Cash to the
15 Survivors’ Trust to be credited dollar-for-dollar against the amount of the Additional Debtor
16 Contribution outstanding at the time of such transfer.

17 9.3.1.5. *Restricted Assets Adversary Proceeding.* On the Effective
18 Date of the Plan, the Restricted Assets Adversary Proceeding and all surviving claims
19 asserted therein shall be assigned to the Survivors’ Trust. The Survivors’ Trust shall succeed
20 the Committee as plaintiff in the Restricted Assets Adversary Proceeding upon the
21 Survivors’ Trust filing a Notice of Substitution of Parties no earlier than the Effective Date
22 and no later than 14 days after the Effective Date, which substitution shall be approved in
23 the Confirmation Order. If the Court enters a Final Order in the Restricted Assets Adversary
24 Proceeding (the “Adversary Proceeding Order”) declaring any of the Shielded Assets (as
25 defined in the First Amended Adversary Complaint for Declaratory Relief) are unrestricted
26 funds and property of the Debtor’s Estate that the Debtor may use, and that is available to

1 the Debtor, to pay creditors under applicable law (“Converted Assets”), all Cash declared to
2 be Converted Assets in the Adversary Proceeding Order shall be transferred from the holder
3 of the Converted Assets to the Survivors’ Trust within 60 days of the Adversary Proceeding
4 Order becoming final and non-appealable; provided, however, to the extent the Committee
5 claims in the Restricted Assets Adversary Proceeding the Debtor’s Insurance and Benefit
6 Reserves are or should be declared Converted Assets, the Survivors’ Trust shall dismiss any
7 such claims concurrently with its substitution for the Committee and all Insurance and
8 Benefit Reserves shall vest in the Reorganized Debtor on the Effective Date; provided
9 further, however, the Reorganized Debtor and Survivors’ Trust, or the successor of either,
10 may resolve the Restricted Assets Adversary Proceeding without entry of the Adversary
11 Proceeding Order on terms that are not inconsistent with the Plan or Confirmation Order.

12 9.3.1.6. *Debtor Contribution Deeds of Trust.* To secure the
13 Additional Debtor Contribution, the Debtor shall grant the Survivors’ Trust a Lien on the
14 real property listed on Schedule 9.3.1.6, to *be filed with the Plan Supplement.* The Liens
15 shall be memorialized in deeds of trust to be executed and delivered on the Effective Date
16 (such agreement being a “**Debtor Contribution Deed of Trust**”). Such real property shall
17 be valued by Hilco Real Estate, LLC in an amount of no less than one hundred percent
18 (100%) of the Additional Debtor Contribution. At the closing of any sale of Trust Collateral
19 Property, the Survivors’ Trust shall deliver and the Reorganized Debtor (or its agent or
20 representative) shall record a release of the Debtor Contribution Deed of Trust recorded
21 against such Trust Collateral Property. Within 14 days of the timely satisfaction of the
22 Debtor Cash Contribution, the Survivors’ Trust shall release any remaining Debtor
23 Contribution Deeds of Trust.

24 9.3.2. ~~9.3.2~~–Contributions from RCWC. In support of the Plan, RCWC will
25 contribute \$30,000,000.00 (the “RCWC Cash Contribution”) in good and available funds to the
26 RCWC Escrow on the schedule set forth below.

1 the Survivors' Trust Documents and the RCWC Escrow Agreement. The Survivors' Trust
2 Documents and the RCWC Escrow Agreement shall provide ~~(a)that~~ distributions to the
3 Survivors' Trust from the RCWC Escrow shall not commence until after the Preliminary
4 Abuse Claim Allowance Deadline; ~~(b) such distributions from, after which the funds in the~~
5 RCWC Escrow ~~will be made on account of~~ shall be released and transferred to the Survivors'
6 Trust as Holders of Class 4 Claims whom the Abuse Claims Reviewer determines asserted
7 a valid, compensable Claim against RCWC in the Holder's Proof of Claim; ~~and (c) the~~
8 ~~Survivor's Trust may receive from the RCWC Escrow no more than~~ (an "RCWC
9 Claimant") execute and return a RCWC Release to counsel for RCWC, the Reorganized
10 Debtor and the Survivors' Trustee. The Survivors' Trustee shall have sole responsibility for
11 providing a copy of each RCWC Release and notice of the Final Determination for each
12 RCWC Claimant to the RCWC Escrow Agent, each pursuant to the terms of and procedures
13 set forth in the RCWC Escrow Agreement. For each RCWC Claimant who executes a
14 RCWC Release, the RCWC Escrow Agent shall release to the Survivors' Trust such RCWC
15 Claimant's pro rata share of the RCWC Cash Contribution no later than five (5) Business
16 Days after the RCWC Escrow Agent has received both (i) the RCWC Release executed by
17 such RCWC Claimant, and (ii) notice of the Final Determination for such RCWC Claimant,
18 provided the *pro rata* share ~~in~~of the RCWC ~~Escrow balance of each such Holder who has~~
19 ~~executed and returned to RCWC an RCWC Release, provided that the pro rata share of each~~
20 ~~such Holder~~ Cash Contribution for each RCWC Claimant shall be determined by the
21 Survivor's Trustee.

22 9.3.2.3. Effectiveness of RCWC Releases. As to a RCWC Claimant
23 who has executed an RCWC Release, such RCWC Release shall become effective upon the
24 RCWC Escrow Agent's release to the Survivors' Trust such RCWC Claimant's pro rata
25 share of the RCWC Cash Contribution. The RCWC Escrow Agent shall deliver such RCWC
26 Claimant's RCWC Release to RCWC no later than five (5) business days after the Escrow

1 Agent's receipt of same, along with such documentation as needed to confirm the
2 corresponding release of funds from the RCWC Escrow to the Survivors' Trust.

3 9.3.2.4. Channeling of RCWC Claims. Any Claim held by an RCWC
4 Claimant who executes an RCWC Release shall be channeled to the Survivors' Trust such
5 that the Survivors' Trust shall have the sole obligation to pay such Claim in accordance with
6 this Plan and the Survivors' Trust Documents.

7 9.3.2.5. ~~9.3.2.3~~ Excess Funds in RCWC Escrow. In the event all
8 ~~Abuse~~ RCWC Claimants holding Allowed Claims against RCWC execute a RCWC Release,
9 any amount remaining in the RCWC Escrow shall thereupon be transferred to the Survivors'
10 Trust for distribution to all Abuse Claimants.

11 9.3.2.6. ~~9.3.2.4~~ Return of Remaining Balance in RCWC Escrow. If
12 any amount remains in the RCWC Escrow ~~as of the five year~~ on account of an RCWC
13 Claimant holding an Allowed Claim against RCWC having failed to execute a RCWC
14 Release as of the three and a half-year anniversary of the Effective Date, the RCWC Escrow
15 Agent shall return such amount, less expenses of the RCWC Escrow, to RCWC no later than
16 ~~fivethirty (530) business~~ calendar days after the later of (i) the ~~five-year~~ three and a half-year
17 anniversary of the Effective Date or (ii) distribution to the Survivors' Trust of all payments
18 to Holders of Allowed Class 4 Claims who executed and returned to RCWC an RCWC
19 Release on or before the ~~five-year~~ three and a half-year anniversary of the Effective Date.

20 9.3.3. ~~9.3.3~~ Separate Contributions. Any contribution to the Survivors' Trust by
21 RCWC shall be in addition to and separate from the Debtor Cash Contribution.

22 9.3.4. ~~9.3.4~~ Livermore Option. Should Adventus sell part or all of the Livermore
23 Property such that funds from any such sale are received ~~earlier than~~ on or before the date that is
24 three years and six months following the Effective Date (the "**Livermore Option**"), then Adventus
25 agrees, and the Confirmation Order shall provide ~~that~~, the net proceeds of each such sale shall be
26 distributed for the benefit of the Estate in the following sequence, conditioned on the confirmation

1 and effectiveness of this Plan:

2 [9.3.4.1.](#) ~~9.3.4.1~~ First, to Adventus in the amount of its closing costs,
3 including without limitation all professional fees associated with the Livermore Property and
4 entitlement, development, and sale thereof.

5 [9.3.4.2.](#) ~~9.3.4.2~~ Second, on behalf of the Debtor, to the Survivor's
6 Trust, in an amount not to exceed the amount of all remaining Debtor Contribution
7 obligations under the Plan.

8 [9.3.4.3.](#) ~~9.3.4.3~~ Third, should any funds remain, to Adventus.

9 [9.3.4.4.](#) ~~9.3.4.4~~ *Payment in Full of Debtor Cash Contribution.*
10 Should one or more sales pursuant to the Livermore Option result, when combined with all
11 previous payments to the Survivors' Trust by RCBO in accordance with the Plan, in the
12 Survivors' Trust realizing the full amount owed by RCBO under the Plan, then RCBO shall
13 thereafter have no further payment obligations to the Survivors' Trust under the Plan.

14 [9.3.5.](#) ~~9.3.5~~ *Insurance Settlement Agreements.*

15 -
16 [9.3.5.1.](#) ~~9.3.5.1~~ *Pre-Effective Date.* In addition to the Debtor Cash
17 Contribution, any Cash received by the Debtor on or before the Effective Date in connection
18 with an Insurance Settlement Agreement shall be transferred to the Survivors' Trust on the
19 Effective Date and shall be part of the Survivors' Trust Assets.

20 [9.3.5.2.](#) ~~9.3.5.2~~ *Post-Effective Date.* After the Effective Date, the
21 Survivors' Trustee may enter into such Insurance Settlement Agreements as in the
22 Survivors' Trustee's business judgment and in accordance with the Survivors' Trust
23 Documents the Survivors' Trustee deems necessary and beneficial to the Survivors' Trust.
24 To the extent the Survivors' Trustee enters into an Insurance Settlement Agreement that
25 covers the Abuse Claim of a Trust Claimant who elected the Litigation Option and
26 commenced an Abuse Claim Litigation (each as defined in Section 9.8.4 hereof) (a "Settling

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

17 9.3.6. ~~9.3.6~~ *Assignment of Assigned Insurance Interests.* On the Effective Date, the
18 Insurance Assignment described in Article VIII of the Plan shall become effective.

19 9.3.7. ~~9.3.7~~ *Use of Survivors’ Trust Assets.* The Survivors’ Trust Assets shall be
20 used in accordance with and for the purposes set forth in the Survivors’ Trust Documents, including
21 without limitation to pay Abuse Claims and reasonable expenses of the Survivors’ Trust and to
22 pursue and execute Insurance Settlement Agreements. Notwithstanding anything herein to the
23 contrary, no monies and/or assets comprising the Survivors’ Trust Assets that are transferred,
24 granted, assigned, or otherwise delivered to the Survivors’ Trust shall be used for any purpose other
25 than in accordance with the Plan and the Survivors’ Trust Documents.

26 9.3.8. ~~9.3.8~~ *No Insurer Reimbursement Obligation.* The Non-Settling Insurers shall
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1 not be liable for or obligated to reimburse any contribution to the Plan made by the Debtor and its
2 Estate, nor shall the Survivors' Trust be authorized to seek such recovery.

3 9.4. *Unknown Abuse Claims Reserve.*

4 9.4.1. *Payments to Unknown Abuse Claims Reserve.* Upon (a) the Effective Date,
5 the Survivors' Trust shall segregate \$~~5,000,000.00~~ ~~(Five~~ 3,700,000.00 ~~(Three~~ Million Seven
6 Hundred Thousand Dollars and Zero Cents) of the Initial Debtor Contribution into the Unknown
7 Abuse Claims Reserve~~—~~, (b) the date that is the two-year anniversary of the Effective Date, the
8 Survivors' Trust shall segregate \$1,000,000.00 (One Million Dollars and Zero Cents) of the
9 Additional Debtor Contribution described in Section 9.3.1.2 herein into the Unknown Abuse Claims
10 Reserve, and (c) the date that is three years and six months after the Effective Date, the Survivors'
11 Trust shall segregate \$3,000,000.00 (Three Million Dollars and Zero Cents) of the Additional
12 Debtor Contribution described in Section 9.3.1.3 herein into the Unknown Abuse Claims Reserve.

13 9.4.2. *Duration.* The Unknown Abuse Claims Reserve shall be maintained for
14 the greater of (i) a five years after the Effective Date, and (ii) b resolution of all Unknown Abuse
15 Claims submitted to the Survivors' Trustee within five years after the Effective Date. On that date,
16 the remaining funds in the Unknown Abuse Claims Reserve will be de-segregated and returned to
17 the Survivors' Trust's general accounts, and neither the Debtor, Reorganized Debtor, Survivors'
18 Trust, nor any Settling Insurer shall have any more liability for any Unknown Abuse Claim.

19 ~~9.5. Vesting~~ Vesting. On the Effective Date, all Survivors' Trust Assets shall vest in the
20 Survivors' Trust, and the Debtor, Reorganized Debtor, RCWC, subject to the terms of the RCWC
21 Escrow, and Settling Insurers shall be deemed for all purposes to have transferred all of their
22 respective interests in the Survivors' Trust Assets to the Survivors' Trust. On the Effective Date,
23 or as soon as practicable thereafter, the Reorganized Debtor, any other Released Party, and Settling
24 Insurers, as applicable, shall take all actions reasonably necessary to transfer any Survivors' Trust
25 Assets to the Survivors' Trust. Upon the transfer of control of Survivors' Trust Assets in accordance
26 with this paragraph, the Debtor, Reorganized Debtor, RCWC (subject to the terms of the RCWC
27

1 [Escrow](#)), and the Settling Insurers shall have no further interest in the Survivors' Trust Assets except
2 as otherwise explicitly provided in this Plan.

3 9.6. ***Survivors' Trust Assumption of Liabilities for Abuse Claims.*** The transfer to,
4 vesting in and assumption by the Survivors' Trust of the Survivors' Trust Assets as contemplated
5 by the Plan shall, as of the Effective Date, discharge all obligations and liabilities of and bar any
6 recovery or action against the Released Parties for or in respect of all Abuse Claims (including
7 Unknown Abuse Claims). The Confirmation Order shall provide for such discharge. Subject to
8 Article VIII hereof and the rights of Abuse Claimants who elect the Litigation Option, the Survivors'
9 Trust shall, as of the Effective Date, assume sole and exclusive responsibility and liability for all
10 Abuse Claims against the Released Parties, and such Claims shall be paid by the Survivors' Trust
11 from the Survivors' Trust Assets or as otherwise directed in the Survivors' Trust Documents and
12 Articles VIII and IX hereof. From and after the Effective Date, all Abuse Claims against the
13 Released Parties shall be considered Channeled Claims subject to the Channeling Injunction under
14 Section 105(a) of the Bankruptcy Code and the provisions of the Plan and the Confirmation Order.
15 Subject to the foregoing, from and after the Effective Date, the Released Parties shall not have any
16 obligation with respect to any liability of any nature or description arising out of, relating to, or in
17 connection with any Abuse Claims.

18 9.7. ***Right to Elect to Receive an Immediate Payment.*** Not later than ~~ten~~[fourteen](#) (~~10~~[14](#))
19 days following the Effective Date, the Survivors' Trustee shall mail the Immediate Payment Notice
20 to [counsel for all Holders of Abuse Claims or to any Holder of an Abuse Claim that is not](#)
21 [represented by counsel](#). Holders of Abuse Claims may elect to receive the Immediate Payment from
22 the Survivors' Trust by signing and returning the Immediate Payment Notice such that it is
23 postmarked (if sent by US Mail) not later than the date that is forty-five (45) days after the Effective
24 Date, or if such date is not a Business Day the next Business Day thereafter (the "**Immediate**
25 **Payment Election Deadline**"). Only Abuse Claimants who return an Immediate Payment Notice
26 not later than the Immediate Payment Election Deadline, affirmatively indicating their election to
27

1 receive the Immediate Payment, shall be entitled to receive the Immediate Payment. If an Abuse
2 Claimant elects to receive the Immediate Payment, the payment will be made within thirty (30) days
3 after the 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, ~~any Settling or Non-Settling~~ the Released Parties, the Insurers, ~~or~~ RCWC ~~(~~ and/or the RCWC
7 Escrow). The Immediate Payment Notice shall include conspicuous language indicating that return
8 of the election form and acceptance of the Immediate Payment ~~and return of the election form~~
9 constitutes a ~~release of the Debtor, Survivors' Trust, any Settling or Non-Settling Insurers, and~~
10 ~~RCWC (and the RCWC Escrow) for any amount over and above the Immediate Payment of~~
11 ~~\$50,000~~ full and final release of all Claims against the foregoing parties. If a Person submitted, or
12 is the Holder of, more than one Abuse Claim and such Holder elects to receive the Immediate
13 Payment, such Holder shall only be entitled to one Immediate Payment on account of all of their
14 Abuse Claims, shall not be entitled to any further distributions from the Survivors' Trust, and shall
15 ~~not be entitled to pursue any Abuse Claim~~ be deemed to have released all Claims against the ~~Non-~~
16 ~~Settling~~ Debtor, the Reorganized Debtor, the Survivor's Trust, the Released Parties and the Insurers
17 ~~or any other party~~.

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

24 9.8.1. ~~9.8.1~~ *Notice of Initial Determination.* Based on the percentage allocation
25 determined by the Abuse Claims Reviewer, the Survivors' Trustee shall provide a determination of
26 the distribution to which each Holder of each Trust Claim is entitled (the "**Initial Determination**"),
27

1 in accordance with the terms of the Survivors' Trust Documents. Counsel to each Holder of a Trust
2 Claim, or the Holder of a Trust Claim if they are not represented by counsel, will receive a notice
3 containing the Initial Determination, including a projected recovery based on the anticipated
4 available assets of the Survivors' Trust at the time of the Initial Determination.

5 9.8.2. ~~9.8.2~~ *Right to Appeal Notice of Initial Determination.* Within thirty (30) days
6 of receipt of the notice of the Initial Determination, each Holder of a Trust Claim shall have the
7 right to request an additional review of the Initial Determination by the Abuse Claims Reviewer and
8 shall be allowed to submit additional documentation or information that such Claimant believes
9 should be considered. The Abuse Claims Reviewer shall provide a subsequent determination (the
10 "**Review Determination**"), as provided for in the Survivors' Trust Documents. If requested, the
11 Review Determination shall be the "**Final Determination**" for purposes of such Holder's
12 distributions from the Survivors' Trust. If the Review Determination is not requested, the outcome
13 of the Initial Determination shall be the Final Determination. For the avoidance of doubt, no
14 determination will be made in the Chapter 11 Case concerning the alleged dollar value of an Abuse
15 Claim for purposes of ~~unsettled~~ Abuse Insurance Policies issued by Non-Settling Insurers. Neither
16 the Abuse Claims Reviewer's ~~or~~ nor Survivors' Trustee's review of an Abuse Claim and
17 determination of qualification, nor the Survivors' Trust's estimation of Claims or payment of
18 distributions, shall constitute a trial, an adjudication on the merits, or evidence of liability or
19 damages in any litigation with the Non-Settling Insurer or any other Person.

20 9.8.3. ~~9.8.3~~ *Distributions to Trust Claimants from the Survivors' Trust.* Subject to
21 the Survivors' Trust Documents, the following procedures will govern distributions to Trust
22 Claimants from the Survivors' Trust:

23 9.8.3.1. ~~9.8.3.1~~ Within 30 days of the Abuse Claims Reviewer's
24 completion of all Review Determinations, the Survivors' Trustee shall make a projection of
25 anticipated distributions to each Holder of a Trust Claim. This amount may differ from the
26 Initial Determination after accounting for Review Determinations.

1 9.8.3.2. ~~9.8.3.2~~—The Survivors’ Trustee will make an initial
2 distribution (the “**Initial Distribution**”) to each Trust Claimant. The Initial Distribution
3 shall be comprised of each such Trust Claimants’ *pro rata* share of the Survivors’ Trust
4 Assets existing on that date, less reasonable reserves for the Survivors’ Trust (the “**Initial**
5 **Reserve**”).

6 9.8.3.3. ~~9.8.3.3~~—Upon the receipt of additional Cash contributions into
7 the Survivors’ Trust, the Survivors’ Trustee shall make further distributions (the
8 “**Additional Distributions**”) to the Trust Claimants, less appropriate reserves (the
9 “**Additional Reserves**”).

10 9.8.3.4. ~~9.8.3.4~~—After (i) the final resolution of all Trust Claims,
11 including with respect to the Trust Claimants who selected the Litigation Option, and (ii) all
12 Survivors’ Trust Assets are monetized, the Survivors’ Trustee shall make a final distribution
13 to the Trust Claimants (the “**Final Distribution**”), which shall include previously withheld
14 reserves and any reallocated funds. If, ~~after~~ 180 days ~~from~~after the date of the Final
15 Distribution, there are any funds which are not claimed by ~~the~~any Trust Claimant, such
16 unclaimed funds shall ~~be returned to the Reorganized Debtor~~revert to the Survivors’ Trust
17 for distribution pursuant to the Survivors’ Trust Documents.

18 9.8.4. ~~9.8.4~~—*Right to Elect Litigation Against Non-Settling Insurers and Other*
19 *Parties.* Irrespective of whether a Trust Claimant has requested an additional review of the Initial
20 Determination by the Abuse Claims Reviewer, not later than the later of the first anniversary of the
21 Effective Date or ninety (90) days after receiving the notice of the Initial Determination ~~of the, (i)~~
22 Trust Claimant’s Trust Claim, such Trust ClaimantClaimants holding Abuse Claims against the
23 Debtor may elect to pursue litigation against the Debtor (as ~~a~~ nominal party only), Non-Settling
24 Insurers and/or other parties ~~(excluding the Debtor or Reorganized Debtor as appropriate) (the~~
25 ~~“Abuse Claim Litigation” and, the election of the Abuse Claim Litigation, the “Litigation~~
26 ~~Option”)~~and (ii) Trust Claimants that have granted a RCWC Release may elect to pursue litigation

1 against RCWC (as nominal party only), Non-Settling Insurers and/or other parties by filing the
2 notice described in Section 8.2.2 ~~of hereof, which form of notice shall be filed with~~ the Plan
3 Supplement (the “**Litigation Option Notice**”). For the avoidance of doubt, the Litigation Option
4 Notice may be filed at any time following the Effective Date, but not later than the deadline set forth
5 in this Section. Trust Claimants who do not timely make an election will be deemed to have chosen
6 to forego the Litigation Option.

7 ~~9.8.4.1 The liability, if any, of the Survivors’ Trust to a Trust Claimant who~~
8 ~~elects the Litigation Option shall be limited to the total amounts to be distributed to such~~
9 ~~Trust Claimant pursuant to Section 9.8.3 of the Plan (the “Distribution Amount”), even if~~
10 ~~the Trust Claimant obtains a judgment by a Final Order through the Abuse Claim Litigation~~
11 ~~(the “Litigation Judgment”) that is higher than such amount.~~

12 ~~9.8.4.2 In the case of a Trust Claimant who obtains a Litigation Judgment~~
13 ~~that is lower than the Distribution Amount for such Trust Claimant, the distribution from the~~
14 ~~Survivors’ Trust to such Trust Claimant subsequent to such Litigation Judgment shall be~~
15 ~~capped at the amount of the Litigation Judgment less distributions already made by the~~
16 ~~Survivors’ Trust to such Trust Claimant; provided, however, that such distribution from the~~
17 ~~Survivors’ Trust shall be further reduced by the amount of any liability for the Litigation~~
18 ~~Judgment that is apportioned to (i) one or more defendants in the Abuse Claim Litigation~~
19 ~~other than any of the Released Parties, and/or (ii) any Non-Settling Insurer on account of~~
20 ~~such Non-Settling Insurer’s coverage obligations under an Abuse Insurance Policy, if any,~~
21 ~~subject to such Non-Settling Insurer’s rights to Contribution and other rights under this Plan~~
22 ~~and the applicable Abuse Insurance Policy(ies). Any remaining balance of Trust Claimant’s~~
23 ~~Distribution Amount shall be reallocated for distribution to Trust Claimants in their *pro rata*~~
24 ~~share. Any amount already distributed to such Trust Claimant in excess of such Litigation~~
25 ~~Judgment shall be recoverable by the Survivors’ Trustee, provided that it shall be entirely~~
26 ~~within the discretion of the Survivors Trustee to determine whether to seek such recovery.~~

1 ~~9.8.4.3 In the case of a Trust Claimant who obtains a Litigation Judgment~~
2 ~~that is higher than the Distribution Amount for such Trust Claimant, the distribution from~~
3 ~~the Survivors' Trust to such Trust Claimant shall be the lower of: (a) the Distribution~~
4 ~~Amount or (b) the amount of such Litigation Judgment less the sum of any distributions~~
5 ~~already made by the Survivors' Trust to such Trust Claimant and any liability for the~~
6 ~~Litigation Judgment apportioned to (i) any defendants in the Abuse Claim Litigation other~~
7 ~~than any of the Released Parties and/or (ii) any Non-Settling Insurer on account of such Non-~~
8 ~~Settling Insurer's coverage obligations under an Abuse Insurance Policy, if any, subject to~~
9 ~~such Non-Settling Insurer's rights to Contribution and other rights under this Plan and the~~
10 ~~applicable Abuse Insurance Policy(ies). The difference between a Trust Claimant's~~
11 ~~Distribution Amount and the reduced distribution to such Trust Claimant from the Survivors'~~
12 ~~Trust shall be reallocated for distribution to Trust Claimants in their *pro rata* share.~~

13 ~~9.8.4.4 If a Trust Claimant obtains a Litigation Judgment for which all~~
14 ~~liability is assigned in the aggregate to (i) defendants in the Abuse Claim Litigation other~~
15 ~~than the Released Parties and/or (ii) one or more Non-Settling Insurers, any party found~~
16 ~~liable for payment to such Trust Claimant shall pay that judgment directly to such Trust~~
17 ~~Claimant. The Trust Claimant shall have no further claims against the Survivors' Trust.~~

18 9.8.4.1. ~~9.8.4.5 If~~Upon written notice to the Survivors' Trust is not a
19 ~~formal notice party~~Trustee, subject to the Survivors' Trustee's sole and absolute discretion,
20 a Litigation Claimant may rescind that election. Notwithstanding the foregoing, the
21 Survivors' Trustee shall consent to such rescission if such written notice of rescission is
22 given prior to entry of an order of dismissal or a final judgment by a Final Order in the Abuse
23 Claim Litigation ~~filed by a Trust Claimant who elects the Litigation Option, it shall be the~~
24 ~~burden of the Trust Claimant to serve the Survivors' Trustee with notice of entry of any~~
25 ~~Litigation Judgment in such Abuse Claim Litigation.~~in favor of a Released Party or RCWC.

26 9.8.4.2. Claim Enhancement. To the extent the Survivors' Trustee
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28

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

14 9.8.4.3. A Litigation Claimant shall be entitled to an enhancement of
15 ten percent (10%) if the Survivors' Trust negotiates an Insurance Settlement Agreement for
16 a Target Policy of such Litigation Claimant if the Insurance Settlement Agreement is entered
17 into prior to the date which is 90 days after the Litigation Claimant files their Litigation
18 Option Notice.

19 9.8.4.4. A Litigation Claimant shall be entitled to an enhancement of
20 twenty-five percent (25%) if the Survivors' Trust negotiates an Insurance Settlement
21 Agreement for a Target Policy of such Litigation Claimant if the Insurance Settlement
22 Agreement is entered into after litigation commences but prior to a deposition or interview
23 of the Litigation Claimant by opposing counsel in such Litigation Claimant's case.

24 9.8.4.5. A Litigation Claimant shall be entitled to an enhancement of
25 forty percent (40%) if the Survivors' Trust negotiates an Insurance Settlement Agreement
26 for a Target Policy of such Litigation Claimant if the Insurance Settlement Agreement is
27

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. ~~9.8.4.6~~-In no event may a Litigation Claimant receive more
13 than the total amount of his or her ~~judgment~~Litigation Claim Award from all sources. For
14 the avoidance of doubt, if, after accounting for recovery from parties other than the
15 Survivors' Trust, a Litigation Claimant receives any amount in excess of the ~~Judgment~~
16 amount ~~of the Litigation Claim Award~~, such amount shall be recoverable by the Survivors'
17 Trustee. In any case of a Trust Claimant who obtains a Litigation ~~Judgment~~Claim Award,
18 where the payment of any amounts payable to such Trust Claimant by (i) defendants in the
19 Abuse Claim Litigation other than the Released Parties and/or (ii) one or more Non-Settling
20 Insurers, when taken together with any distributions received by such Trust Claimant from
21 the Survivors' Trust, would cause such Trust Claim to receive more than the total amount of
22 his or her Litigation ~~Judgment~~Claim Award, then (a) all amounts to be paid under such
23 Litigation ~~Judgement~~Claim Award that would be in excess of such Litigation
24 ~~Judgment~~Claim Award shall be paid to the Survivors' Trustee to be allocated for distribution
25 to other Trust Claimants ~~in~~on account of their *pro rata* share of Survivors' Trust Assets, or
26 (b) if such amounts are paid directly to the Litigation Claimant, such Litigation
27

1 ~~Claim~~Claimant shall immediately turn them over to the Survivors' Trustee-; provided,
2 however, any such Abuse Claimant is not barred by this Section 9.9 from seeking
3 extracontractual damages under the holding of Hand and (iii) all defenses and the rights of
4 any Non-Settling Insurer to oppose any such claim by an Abuse Claimant under Hand are
5 fully preserved, including without limitation that Hand is not a correct statement of
6 applicable law and that it would not apply to any such asserted claim.

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

12 9.9. ***Provisions for Preliminary Distribution to Holders of Allowed Abuse Claims.***

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

22 9.9.2. ~~9.9.2-Preliminary Distribution.~~ Not later than the date that is the later of
23 (a) ten (10) days after the Preliminary Abuse Claim Allowance Deadline, and (b) thirty (30) days
24 after the Effective Date, the Survivors' Trustee shall make a Preliminary Distribution to the Holder
25 of each Abuse Claim determined by the Abuse Claims Reviewer to be an Allowed Claim in the
26 amount of \$~~5,000~~5,000.00 to each such Holder from the Survivors' Trust Assets in accordance with

1 the Survivors' Trust Documents.

2 9.10. **Compensation and Reimbursement of Expenses to Survivors' Trustee and**
3 **Survivors' Trust Professionals.** The Survivors' Trustee shall be entitled to compensation as
4 provided for in the Survivors' Trust Documents. The Survivors' Trustee may retain and reasonably
5 compensate, without Bankruptcy Court approval and without the consent of the Reorganized
6 Debtor, counsel and other Professionals as reasonably necessary to assist in the duties of the
7 Survivors' Trustee subject to the terms of the Survivors' Trust Documents. All fees and expenses
8 incurred in connection with the foregoing shall be payable ~~from~~by the Survivors' Trust, as provided
9 for in the Survivors' Trust Documents.

10 9.11. **Excess Survivors' Trust Assets.** After ~~the payment of all Abuse Claims that are~~
11 ~~entitled to a distribution~~all distributions from the Survivors' Trust ~~and all expenses of the~~have been
12 made to Holders of Allowed Abuse Claims and all Survivors' Trust Expenses have been paid, all
13 remaining Assets in the Survivors' Trust shall be transferred to ~~the Reorganized Debtor concurrent~~
14 ~~with the termination of~~a charity to support sexual abuse survivors chosen by the Survivors' Trust
15 ~~pursuant to the Survivors' Trust Documents~~Advisory Board.

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

25 9.13. **Modification of Survivors' Trust Documents.** The Survivors' Trust Documents
26 may not be amended or modified without the consent of the Reorganized Debtor, ~~which consent~~

1 ~~shall not be unreasonably withheld. The Reorganized Debtor shall also have consent rights with~~
2 ~~respect to the appointment of any successor Survivors' Trustee and Survivors' Trust Advisory~~
3 ~~Committee members~~, which consent shall not be unreasonably withheld. Notwithstanding the
4 foregoing, the indemnification obligations of the Survivors' Trust described in this Plan as to any
5 Released Party may not be amended or modified without the consent of such Released Party and no
6 such amendment shall affect the rights of any remaining Non-Settling Insurers.

7 ~~ARTICLE X~~ **ARTICLE X**

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

9 10.1. *Conditions to Confirmation.* The following are conditions precedent to
10 Confirmation of this Plan that must be (i) satisfied, or (ii) waived, subject to Court approval:

11 10.1.1. ~~Only to the extent the Court directs solicitation of this Plan separate from~~
12 ~~the prior solicitation of the Third Amended Plan,~~ A Final Order, finding the Disclosure Statement
13 contains adequate information pursuant to Section 1125 of the Bankruptcy Code, shall have been
14 entered by the Bankruptcy Court.

15 10.1.2. The Plan, Plan Supplement, Survivors' Trust Documents, and any other
16 Plan Documents are in a form acceptable to the Debtor and RCWC. Except as to the Debtor, all
17 such documents shall be deemed acceptable to each of the foregoing Persons unless such Person
18 Files a written objection to confirmation of the Plan.

19 10.1.3. The proposed Confirmation Order is acceptable to the Debtor and RCWC.
20 Except as to the Debtor, all such documents shall be deemed acceptable to each of the foregoing
21 Persons unless such Person Files a written objection to the form of the proposed Confirmation Order.

22 10.1.4. The Confirmation Order approves the Channeling Injunction and
23 Exculpation Clause.

24 10.1.5. The Confirmation Order approves the form of the RCWC Release and
25 includes a finding that any Abuse Claimant returning a signed RCWC Release ~~Form~~ shall fully and
26 completely release all claims against RCWC as and to the extent provided in the RCWC Release

1 form.

2 [10.1.6.](#) The Confirmation Order shall include a finding of fact that the Debtor,
3 RCC, RCWC, Adventus, any Settling Insurers, and each of their respective present and former
4 members, officers, directors, employees, advisors, attorneys, and agents acted in good faith within
5 the meaning of and with respect to all of the actions described in Section 1125(e) of the Bankruptcy
6 Code and are, therefore, not liable for the violation of any applicable law, rule, or regulation
7 governing such actions.

8 [10.1.7.](#) ~~10.1.6.~~ The Confirmation Order in a form consistent with the foregoing
9 shall be entered in the Chapter 11 Case.

10 10.2. **Conditions to Effectiveness.** The following are conditions precedent to the Effective
11 Date that must be (i) satisfied, or (ii) waived, subject to Court approval (for the avoidance of doubt,
12 the Effective Date is not conditioned on resolution of any litigation or assumption of any Unexpired
13 Leases or Executory Contracts):

14 10.2.1. The Confirmation Order shall have been entered and shall be a Final Order
15 in a form reasonably acceptable to the Debtor, and there shall be no stay or injunction that would
16 prevent the occurrence of the Effective Date. The Debtor in its sole discretion may waive the
17 requirement that the Confirmation Order be a Final Order.

18 10.2.2. There shall have been no material amendments to the Plan or Confirmation
19 Order following entry of the Confirmation Order.

20 10.2.3. The Debtor and all other necessary parties shall have executed all
21 documents and entered into all agreements as may be necessary in connection with the Exit Facility
22 described in Article XI of the Plan.

23 10.2.4. The Debtor, the Survivors' Trustee, and any other necessary parties shall
24 have executed all documents necessary for formation of the Survivors' Trust, and for the Survivors'
25 Trustee to administer and operate the Survivors' Trust.

26 [10.2.5.](#) The Debtor shall have executed and delivered to the Survivors' Trustee the

1 Debtor Contribution Deeds of Trust.

2 10.2.6. The RCWC Escrow shall have been executed by RCWC and the RCWC
3 Escrow Agent and the Initial RCWC Contribution shall have been transferred to the RCWC Escrow.

4 10.2.7. ~~10.2.5. Transfer of funds~~The Initial Debtor Contribution and the proceeds
5 of any pre-Effective Date Insurance Settlement Agreement shall have been transferred to the
6 Survivors' Trust ~~for all initial contributions to the Survivors' Trust shall have been made~~, and the
7 proof thereof provided to the Debtor and the Survivors' Trustee.

8 10.2.8. ~~10.2.6.~~All other actions, authorizations, filings, consents, and approvals
9 required (if any), including but not limited to canonical approvals, shall have been obtained,
10 effected, or executed in a manner acceptable to the Debtor and remain in full force and effect or, if
11 waivable, waived by the Person or Persons entitled to the benefit thereof.

12 10.2.9. ~~10.2.7.~~All other actions, documents, and agreements necessary to
13 implement and effectuate the Plan shall have been effected or executed.

14 10.2.10. ~~10.2.8.~~The statutory fees owing to the United States Trustee as of the
15 deadline for payment immediately preceding the Effective Date shall have been paid in full.

16 10.3. **Waiver of Conditions.** The conditions to Confirmation set forth in Section 10.1 or
17 the Effective Date set forth in Section 10.2 may be waived, in whole or in part, by the Debtor, subject
18 to approval of the Bankruptcy Court, provided ~~that~~ Sections 10.2.3, 10.2.4, and ~~10.2.8~~10.2.10 are
19 not waivable. The failure to satisfy any material condition to Confirmation or the Effective Date
20 may be asserted by the Debtor in its sole discretion so long as such failure was not primarily caused
21 by any action or inaction by the Debtor. The failure of the Debtor to exercise any of the foregoing
22 rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an
23 ongoing right, which may be asserted at any time.

24 10.4. **Revocation of the Plan.** If Confirmation does not occur, an order denying
25 Confirmation is entered by the Bankruptcy Court, or if the Plan does not become effective, then the
26 Plan shall be null and void, and nothing contained in the Plan or Disclosure Statement shall: (a)

1 constitute a waiver or release of any Claims against the Debtor; (b) constitute a waiver or release of
2 any right, claim or cause of action of the Debtor; (c) constitute an admission of any fact or legal
3 conclusion by the Debtor or any other Person or Entity; (d) prejudice in any manner the rights of the
4 Debtor or any other party in any related or further proceedings; or (e) constitute a settlement, implicit
5 or otherwise, of any kind whatsoever.

6 ~~ARTICLE XI~~ ARTICLE XI

7 **EXIT FINANCING**

8
9 11.1. *The Exit Facility.* On the Effective Date, the Reorganized Debtor shall enter into the
10 Exit Facility with the Exit Facility Lender. Confirmation of the Plan shall be deemed approval of
11 the Exit Facility, the transactions contemplated thereby, and all actions to be taken, undertakings to
12 be made, and obligations to be incurred by the Reorganized Debtor in connection therewith. Upon
13 entry of the Confirmation Order, the Debtor and Reorganized Debtor (as applicable) shall be
14 authorized to execute and deliver those documents necessary or appropriate to obtain the Exit
15 Facility, including the Exit Facility Documents, without further notice to or order of the Bankruptcy
16 Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization,
17 or approval of any Person, subject to such modifications as the Debtor and the Exit Facility Lender
18 may deem to be necessary to consummate the Exit Facility. The Exit Facility will be in the total
19 amount of \$55,000,000 of which up to \$15,000,000 will be used to refinance the DIP Obligations,
20 and the remaining balance of which will be new lending on the Effective Date. Proceeds of the Exit
21 Facility shall be used to (a) refinance the then-outstanding balance of the DIP Obligations, (b) fund
22 the Initial Debtor Contribution, and (c) fund the operations of the Reorganized Debtor.

23 11.2. *Effect of the Exit Facility.* On the Effective Date, the Exit Facility shall constitute
24 legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtor,
25 enforceable in accordance with its terms and such indebtedness and obligations (and the transactions
26 effectuated to implement the Exit Financing) shall not be and shall not be deemed to be, enjoined
27 or subject to discharge, impairment, release or avoidance under the Plan, the Confirmation Order or

1 on account of the confirmation or consummation of the Plan. On the Effective Date, all the liens
2 and security interests granted in accordance with the Exit Facility Documents shall be legal, valid,
3 binding upon the Reorganized Debtor, enforceable in accordance with their respective terms, and
4 no obligation, payment, transfer or grant of security under the Exit Facility Documents shall be
5 stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law
6 or subject to any defense, reduction, recoupment, setoff or counterclaim. Such liens and security
7 interests shall be deemed automatically perfected on the Effective Date without the need for the
8 taking of any further filing, recordation, approval, consent or other action, and such liens and
9 security interests shall not be enjoined or subject to discharge, impairment, release, avoidance,
10 recharacterization or subordination (including equitable subordination) for any purposes whatsoever
11 and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code
12 or any applicable non-bankruptcy law.

13 11.3. *Authorization.* On the Effective Date, the Reorganized Debtor and the Exit Facility
14 Lender shall be authorized to make all filings and recordings, obtain all governmental approvals and
15 consents, and take any other actions necessary to establish and perfect such liens and security
16 interests under the provisions of the applicable state, federal, or other law (whether domestic or
17 foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being
18 understood that perfections shall occur automatically by virtue of the entry of the Confirmation
19 Order and any such filings, recordings, approvals, and consents shall not be required), and the
20 Reorganized Debtor shall thereafter cooperate to make all other filings and recordings that otherwise
21 would be necessary under applicable law to give notice of such liens and security interests to third
22 parties.

23 ~~ARTICLE XII~~ **ARTICLE XI**

24 **MEANS FOR IMPLEMENTING THE PLAN**

25 12.1. *Revesting.*

26 12.1.1. ~~12.1.1~~ *Revesting of Property in the Reorganized Debtor.* On the Effective
27

1 Date, all property of the Estate as defined in Section 541 of the Bankruptcy Code other than the
2 Survivors' Trust Assets, including any Causes of Action, shall ~~revest~~be revested in the Reorganized
3 Debtor, free and clear of all Liens and encumbrances and all Claims, rights, interests, and
4 entitlements. Thereafter, the Reorganized Debtor may use, sell, transfer or exchange such property
5 in its discretion, subject to any restriction or limitation set forth in the Plan.

6 12.1.2. ~~12.1.2~~ Obtaining Credit. At any time after the Effective Date the
7 Reorganized Debtor may obtain credit in its sole discretion without approval of the Bankruptcy
8 Court.

9 12.1.3. ~~12.1.3~~ No Waiver. No claim, right, Cause of Action, or other property of the
10 Estate shall be deemed waived or otherwise forfeited by the Debtor's failure to identify such
11 property in the Schedules or the Disclosure Statement accompanying the Plan.

12 12.2. ***Non-Monetary Commitment to Healing and Reconciliation.*** In order to further
13 promote healing and reconciliation, and in order to continue efforts to protect children and
14 vulnerable adults and to prevent Abuse from occurring in the future, the Reorganized Debtor shall,
15 (a) as of the Effective Date continue the non-monetary measures outlined in Article IV(G) of the
16 Third Amended Disclosure Statement entitled "Debtor's Mission to Effect Reconciliation and
17 Compensation" after the Effective Date; and (b) not later than the Effective Date (unless a different
18 date is provided in the Confirmation Order) implement the additional Child Protection Protocols in
19 the form filed ~~with the Plan Summary~~ as Schedule 1.1.35, which non-monetary measures are
20 expressly incorporated herein, provided that if there is any inconsistency between existing measures
21 identified in "(a)" above, and the Child Protection Protocols, the Child Protection Protocols shall
22 govern.

23 ~~12.3. CCCEB Settlement~~ CCCEB Settlement. Upon the occurrence of the Effective Date,
24 the CCCEB Settlement, in accordance with the CCCEB Settlement Documents, shall become
25 effective. The CCCEB Settlement shall include the following terms:

26 12.3.1. In full and complete satisfaction of all obligations under the CCCEB Note,
27
28

1 CCCEB shall transfer to RCBO on the Effective Date fee simple title to the Cathedral Property,
2 together with all improvements thereon and all tangible personal property owned by CCCEB and
3 located on or used in connection with operation of the Cathedral Property.

4 12.3.2. CCCEB shall assign to RCBO, and RCBO shall assume all obligations of
5 CCCEB under, all current contracts related to maintenance, operation, and security of the Cathedral
6 Property, provided that RCBO may decline to assume any such contract following reasonable
7 diligence review, and further provided that to the extent any such contracts are not assignable under
8 their terms or applicable law or assignment would constitute a breach under the terms of such
9 contract, RCBO may instead, at its election, fund CCCEB's obligations for payment under any such
10 contracts.

11 12.3.3. Funds in deposit accounts in the name of or controlled by CCCEB for
12 operation of the Cathedral Property shall, at RCBO's election, be transferred to RCBO, or otherwise
13 used for operating expenses related to the Cathedral Property or otherwise to pay the debts of
14 CCCEB.

15 12.3.4. CCCEB shall assign to RCBO, and RCBO shall assume all obligations
16 under the existing leases and user agreements with tenants and other users of the Cathedral Property,
17 including (i) that certain License and Services Agreement dated as of January 1, 2020, with RCC
18 regarding the mausoleum on the Cathedral Property; (ii) that certain Commercial Office Lease
19 Agreement with RCC dated as of April 3, 2024; (iii) that certain Lease Agreement with the Order
20 of Malta Clinic of Northern California dated January 25, 2008, and amended February 10, 2023;
21 and (iv) agreements for use of Cathedral Property space with RCWC, and the Cathedral of Christ
22 the Light parish Church.

23 12.3.5. CCCEB shall have no further obligation or liability of any kind for the debt
24 evidenced by the CCCEB Note, or in connection with the CCCEB Note.

25 12.3.6. The Debtor and CCCEB shall agree to such other terms, not inconsistent
26 with the Plan, as are necessary or desired to complete the CCCEB Settlement.

1 of the Bankruptcy Code solely for the purpose of continuing to prosecute their Class 6 Claim in a
2 court of competent jurisdiction (each, a “**Class 6 Action**”), including but not limited to, litigating
3 such action through entry of a judgment, prosecution of any appeals and/or settlement of such action,
4 subject to the terms and conditions set forth herein. All Holders of Class 6 Claims shall be permitted,
5 but not required, to liquidate their Class 6 Action in a court of competent jurisdiction in accordance
6 with 28 U.S.C. § 157(b)(2)(B).

7 12.7.2. ~~12.7.2~~ *Non-Abuse Litigation Reserve.* No less than sixty (60) days after the
8 Effective Date, the Reorganized Debtor shall establish the Non-Abuse Litigation Reserve and fund
9 it with \$750,000.00. For the avoidance of doubt, the Non-Abuse Litigation Reserve shall be separate
10 from any contributions made by the Debtor and RCWC (if any) on behalf of Abuse Claims.

11 12.7.3. ~~12.7.3~~ *Sources of Recovery for Non-Abuse Litigation Claims.*
12 Notwithstanding any provision to the contrary in the Plan Documents, Holders of Class 6 Claims
13 shall be entitled to prosecute and/or settle their respective Class 6 Action, provided that each such
14 Holder shall be limited to recovering from (i) the proceeds of any applicable insurance policy which
15 provides coverage, or could provide coverage, with respect to such Class 6 Claim and (ii) its *pro*
16 *rata* portion of the Non-Abuse Litigation Reserve; *provided, however,* no Holder of a Class 6 Claim
17 may recover more than \$250,000.00 from the Non-Abuse Litigation Reserve. Effective upon the
18 Effective Date, Holders of Class 6 Claims shall be otherwise barred and enjoined from seeking
19 recovery on any judgment or settlement obtained in their respective Class 6 Action from the assets
20 of the Debtor, Reorganized Debtor, Survivors’ Trust, and any other party receiving a release under
21 this Plan.

22 12.7.4. ~~12.7.4~~ *Insurance Coverage for Non-Abuse Litigation Claims.* All parties,
23 including, but not limited to, any insurer under any insurance policy alleged to provide coverage of
24 a Class 6 Claim, reserve and expressly do not waive any of their rights, remedies and/or defenses
25 with respect to any Class 6 Claim. If any insurer denies and/or disclaims coverage of a Class 6
26 Claim, the Debtor or Reorganized Debtor (as applicable) shall reasonably cooperate at the sole cost
27

1 of the Holder of such Class 6 Claim to assign to that Holder the right to pursue and receive the
2 proceeds of any applicable coverage under such Insurer's Abuse Insurance Policy or Abuse
3 Insurance Policies. Nothing contained herein shall be deemed a representation or warranty
4 concerning the availability, scope or interpretation of any insurance coverage(s) which may or may
5 not exist for Class 6 Claims.

6 12.8. Document Access. The Survivors' Trust shall provide Litigation Claimants, upon
7 request, all non-privileged information previously provided by the Debtor to the Committee bearing
8 on the Debtor's liability for Abuse Claims.

9 12.9. ~~12.8.~~ Bankruptcy Procedure and Transition.

10 12.9.1. ~~12.8.1~~ Notice Required Post-Confirmation. Except as otherwise specifically
11 provided in this Plan, notice of Filings in the Bankruptcy Court after the Confirmation Date,
12 including fee applications, shall be required to be given only to Persons or Entities on the ~~Post-~~
13 ~~Confirmation~~Post- Confirmation Notice List. Consistent with the Local Rules of the Bankruptcy
14 Court, no other form of service shall be required on parties receiving service through ECF.

15 12.9.2. ~~12.8.2~~ Post-Confirmation Matters. Except as otherwise specified herein,
16 matters arising after the Confirmation Date and subject to the Bankruptcy Court's retained
17 jurisdiction may be initiated in the same manner and with the same effect as if the Chapter 11 Case
18 was pending before the Bankruptcy Court and the Plan had not been confirmed. Subject to the
19 provisions of the Plan and the Bankruptcy Code governing compensation of Professionals, and
20 except as provided in Article XIII of the Plan, every party to such a matter shall bear its own
21 attorneys' fees and costs in connection therewith.

22 12.9.3. ~~12.8.3~~ Dissolution of the Committee. On the Effective Date, the Committee
23 shall be dissolved and the Committee and its members, ~~as of the Effective Date,~~ shall be discharged
24 of and from all further authority, duties, responsibilities, and obligations related to, arising from and
25 in connection with the Chapter 11 Case.

26 12.9.4. ~~12.8.4~~ Statutory Fees.

1 12.9.4.1. ~~12.8.4.1~~ The Reorganized Debtor shall continue to pay all
2 U.S. Trustee Fees accruing on or before the earlier of (i) the closing of the Chapter 11 Case,
3 and (ii) December 31, ~~2026~~2027. Should the Chapter 11 Case remain open through
4 January 1, ~~2027~~2028, or later, the Survivors' Trust shall pay all U.S. Trustee Fees accruing
5 on or after that date until the Chapter 11 Case is closed. All U.S. Trustee Fees shall be paid
6 at the rate in effect at the time such fees come due.

7 12.9.4.2. ~~12.8.4.2~~ Solely for purposes of calculating U.S. Trustee Fees
8 on account of the amounts to be funded by the Debtor to the Survivors' Trust, such amounts
9 shall be considered distributions from the Debtor pursuant to 28 U.S.C. § 1930(a)(6) on the
10 date of such distributions.

11 12.9.4.3. ~~12.8.4.3~~ Contributions by any party to the Survivors' Trust
12 other than the Debtor, including without limitation RCWC or a Settling Insurer, shall not be
13 considered distributions by or on behalf of the Debtor or Reorganized Debtor for purposes
14 of calculating U.S. Trustee Fees.

15 12.9.4.4. ~~12.8.4.4~~ Distributions from the Survivors' Trust shall not be
16 considered distributions by or on behalf of the Debtor or Reorganized Debtor for purposes
17 of calculating U.S. Trustee Fees.

18 12.9.5. ~~12.8.5~~ *Post-Confirmation Reporting.* The Reorganized Debtor shall file with
19 the Bankruptcy Court post-confirmation quarterly reports in a form consistent with Bankruptcy
20 Code § 1106(a)(7), Bankruptcy Rule 2015(a)(5), and 28 C.F.R. § 58.8 until the earliest of the
21 Chapter 11 Case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy
22 Code.

23 12.10. ~~12.9~~ ***Post-Petition Deposits.***

24 12.10.1. ~~12.9.1~~ *Closing of Utility Deposit Account.* As of the Effective Date, the
25 Reorganized Debtor shall be authorized to close the Adequate Assurance Account, as defined in the
26 *Final Order Establishing Adequate Assurance Procedures With Respect to The Debtor's Utility*
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1 Providers [~~Docket~~Dkt. No. 114], and retain all funds held therein.

2 12.10.2. ~~12.9.2~~ *Other Deposits.* From and after the Effective Date, the Reorganized
3 Debtor may, at its election, demand the refund of any deposit provided to a Person other than a
4 utility after the Petition Date or may offset the amount of such deposit, at the Reorganized Debtor's
5 election, against either post-Effective Date billings or against distributions to the holder of such
6 deposit on account of its Allowed Claims, or otherwise take any actions permitted by law to obtain
7 recovery of such deposit; for the avoidance of any doubt, the foregoing supersedes any pre- or post-
8 petition agreement between the holder of such deposit and the Debtor.

9 ~~12.10. Other Actions~~ Other Actions. On and after the Effective Date, the Reorganized
10 Debtor and the Survivors' Trustee shall be authorized to take such actions as are reasonably
11 necessary to complete and effectuate the terms of this Plan, subject only to the specific limitations
12 contained in this Plan, the Bankruptcy Code or Bankruptcy Rules, and any order of the Bankruptcy
13 Court.

14 ~~12.11. General Settlement.~~ General Settlement. Pursuant to Sections 105 and 1123 of the
15 Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification,
16 distributions, releases, and other benefits provided under the Plan, on the Effective Date, the
17 provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and
18 controversies resolved pursuant to the Plan, including without limitation the CCCEB Settlement.
19 On or before the Effective Date, the Bankruptcy Court will have approved, by Final Order, such
20 compromises, and the Bankruptcy Court's findings will constitute its determination that such
21 compromises and settlements are in the best interests of the Debtor, the Estate, Abuse Claimants
22 (including Unknown Abuse Claims), Holders of other Claims, and other parties in interest, and are
23 fair, equitable, and within the range of reasonableness. To the extent a separate Final Order is not
24 entered on or before the Confirmation Date, the entry of the Confirmation Order will constitute the
25 Final Order approving the compromises and settlements hereunder.

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1 ~~12.12. Closing of the Case~~Closing of the Chapter 11 Case. As soon as reasonably
2 practicable ~~when the Reorganized Debtor deems appropriate~~, consistent with the provisions of this
3 Plan, the Bankruptcy Code, including without limitation, Section 350 of the Bankruptcy Code, the
4 Bankruptcy Rules, including without limitation, Bankruptcy Rule 3022, and the Local Rules of
5 ~~this~~the Bankruptcy Court, the Reorganized Debtor shall file and serve an application for entry of a
6 Final Decree closing the Chapter 11 Case, together with a proposed Final Decree. The Debtor shall
7 use reasonable efforts to obtain the Survivors' Trustee's consent before filing such application,
8 which consent shall not be unreasonably withheld. A Final Decree may be entered before the
9 Survivors' Trust is fully administered, and the expectation that the Survivors' Trust will make
10 further distributions shall not be a basis for delaying entry of a Final Decree. Entry of a Final Decree
11 closing the Chapter 11 Case shall, whether or not specified therein, be without prejudice to the right
12 of the Reorganized Debtor, the United States Trustee, the Survivors' Trustee, or any other party in
13 interest to reopen the Chapter 11 Case for any matter over which the Bankruptcy Court or the District
14 Court has retained jurisdiction under this Plan. Any Final Decree or order closing this Chapter 11
15 Case will provide that the Bankruptcy Court or the District Court, as appropriate, will retain (a)
16 jurisdiction to enforce, by injunctive relief or otherwise, the Confirmation Order, any other orders
17 entered in this Chapter 11 Case, and the obligations created by this Plan and the Plan Documents;
18 and (b) all other jurisdiction and authority granted to it under this Plan and the Plan Documents.

19 ~~ARTICLE XIII~~ARTICLE XIII

20 EFFECT OF PLAN CONFIRMATION

21 13.1. *Binding Effect of Confirmation.* As of the Confirmation Date, but subject to
22 occurrence of the Effective Date, the provisions of this Plan shall be binding on and inure to the
23 benefit of the Debtor, the Estate, all Holders of Claims against the Debtor, and all other Persons or
24 Entities whether or not such Persons or Entities have accepted this Plan. The rights, benefits, and
25 obligations of any Person or Entity named or referred to in the Plan will be binding on, and will
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1 inure to the benefit of, the executors, administrators, successors and assigns of each Person or Entity
2 (as applicable), whether or not they have accepted the Plan.

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

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

1 Contribution to the Survivors' Trust as provided herein. For avoidance of doubt, subject to the
2 foregoing, the discharge provided under the Plan and Section 1141 will be effective as to each such
3 Abuse Claim upon conclusion of any such litigation in a court of competent jurisdiction.

4 **13.4. Confirmation Injunction.**

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

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

20 ~~13.6. Exculpation~~Exculpation. **Subject to the occurrence of the Effective Date, to the**
21 **fullest extent permissible under applicable law and without affecting or limiting either the**
22 **releases by the Debtor, and except as otherwise specifically provided in the Plan or the**
23 **Confirmation Order, none of the Exculpated Parties shall have or incur any liability to any**
24 **Holder of a Claim or any other Person for any act or omission in connection with, related to,**
25 **or arising out of, the Chapter 11 Case, the Plan, the pursuit of Confirmation of the Plan, the**
26 **negotiation and consummation of the Plan, or the administration of the Chapter 11 Case and**

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

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

1 or other order; (c) creating, perfecting or in any way enforcing in any matter, directly or indirectly,
2 any Lien or encumbrance; and/or (d) setting off, seeking reimbursement or contributions from, or
3 subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount
4 against any liability or obligation that is discharged under Section 13.3 or exculpated under Section
5 13.6.

6 13.8. ***Releases by the Debtor.*** As of the Effective Date, except for the rights that remain
7 in effect from and after the Effective Date to enforce the Plan and the Confirmation Order,
8 pursuant to Section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the
9 adequacy of which is hereby confirmed, including the service of the Released Parties and
10 Settling Insurers, and each of them, to facilitate and implement the reorganization of the
11 Debtor, as an integral component of the Plan, the Releasing Parties shall, and shall be deemed
12 to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release and
13 discharge each and all of the Released Parties and Settling Insurers of and from any and all
14 Causes of Action (including Avoidance Actions), any and all other Claims, obligations, rights,
15 demands, suits, judgments, damages, debts, remedies, losses and liabilities of any nature
16 whatsoever (including any derivative claims or Causes of Action asserted or that may be
17 asserted on behalf of the Debtor, the Reorganized Debtor, or the Estate), whether liquidated
18 or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or
19 unforeseen, existing or hereinafter arising, in law, equity, contract, tort or otherwise, based
20 on or relating to, or in any manner arising from, in whole or in part, any act, omission,
21 transaction, event, or other circumstance taking place or existing on or before the Effective
22 Date (including before the Petition Date) in connection with or related to the Debtor, the
23 Reorganized Debtor, the Estate, their respective assets and properties, the Chapter 11 Case,
24 the Plan Documents, and any related agreements, instruments, and other documents created
25 or entered into before or during the Chapter 11 Case, the pursuit of entry of the Confirmation
26 Order, the administration and implementation of the Plan, including the distribution of

1 property under the Plan, or any other related agreement, or upon any other act or omission,
2 transaction, agreement, event, or other occurrence taking place on or before the Effective Date
3 related or relating to the foregoing. Notwithstanding anything to the contrary in the
4 foregoing, the releases set forth in this Section 13.8 shall not be construed as releasing any
5 post-Effective Date obligations of any Person or Entity under the Plan or any document,
6 instrument, or agreement executed to implement the Plan or reinstated under the Plan.

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

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

6 ~~13.11. Channeling Injunction~~Channeling Injunction. IN CONSIDERATION OF THE
7 UNDERTAKINGS UNDER THIS PLAN BY THE RELEASED PARTIES, THEIR
8 CONTRIBUTIONS TO THE SURVIVORS' TRUST, AND OTHER CONSIDERATION
9 AND TO FURTHER PRESERVE AND PROMOTE THE AGREEMENTS AMONG THE
10 RELEASED PARTIES AND THE SETTLING INSURERS AND TO SUPPLEMENT
11 WHERE NECESSARY THE INJUNCTIVE EFFECT OF THE DISCHARGE AS
12 PROVIDED IN SECTIONS 524 AND 1141 OF THE BANKRUPTCY CODE, AND
13 PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE:

14 13.11.1. ANY AND ALL CHANNELED CLAIMS, INCLUDING WITHOUT
15 LIMITATION UNKNOWN ABUSE CLAIMS, ARE CHANNELED INTO THE
16 SURVIVORS' TRUST AND SHALL BE TREATED, ADMINISTERED, DETERMINED,
17 RESOLVED AND PAID IN THE AMOUNTS AS PROVIDED BY THE SURVIVORS'
18 TRUST DISTRIBUTION PLAN AND PROCEDURES ESTABLISHED UNDER THIS
19 PLAN AND THE SURVIVORS' TRUST AGREEMENT AS THE SOLE AND EXCLUSIVE
20 REMEDY FOR ALL HOLDERS OF CHANNELED CLAIMS; AND

21 13.11.2. EXCEPT AS SET FORTH IN ARTICLES VIII AND IX HEREOF
22 FOR ABUSE CLAIMANTS WHO ELECT THE LITIGATION OPTION TO SUE THE
23 DEBTOR (AS A NOMINAL PARTY ONLY), ALL PERSONS WHO HELD OR ASSERTED,
24 HOLD OR ASSERT, OR MAY IN THE FUTURE HOLD OR ASSERT ANY CHANNELED
25 CLAIMS ARE HEREBY PERMANENTLY STAYED, ENJOINED, BARRED AND
26 RESTRAINED FROM TAKING ANY ACTION, DIRECTLY OR INDIRECTLY, FOR THE
27

1 PURPOSES OF ASSERTING, ENFORCING, OR ATTEMPTING TO ASSERT OR
2 ENFORCE ANY CHanneled CLAIM AGAINST THE RELEASED PARTIES AND
3 THE SETTling INSURERS, INCLUDING: (i) COMMENCING OR CONTINUING IN
4 ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND WITH
5 RESPECT TO ANY CHanneled CLAIM AGAINST ANY OF THE RELEASED
6 PARTIES OR SETTling INSURERS OR AGAINST THE PROPERTY OF ANY OF THE
7 RELEASED PARTIES OR SETTling INSURERS; (ii) ENFORCING, ATTACHING,
8 COLLECTING OR RECOVERING, BY ANY MANNER OR MEANS, FROM ANY OF
9 THE RELEASED PARTIES OR THE PROPERTY OF ANY OF THE RELEASED
10 PARTIES OR SETTling INSURERS, ANY JUDGMENT, AWARD, DECREE, OR
11 ORDER WITH RESPECT TO ANY CHanneled CLAIM AGAINST ANY OF THE
12 RELEASED PARTIES OR SETTling INSURERS; (iii) CREATING, PERFECTING OR
13 ENFORCING ANY LIEN OF ANY KIND RELATING TO ANY CHanneled CLAIM
14 AGAINST ANY OF THE RELEASED PARTIES OR SETTling INSURERS OR THE
15 PROPERTY OF THE RELEASED PARTIES OR SETTling INSURERS; (iv)
16 ASSERTING, IMPLEMENTING OR EFFECTUATING ANY CHanneled CLAIM OF
17 ANY KIND AGAINST ANY OBLIGATION DUE ANY OF THE RELEASED PARTIES OR
18 SETTling INSURERS, ANY OF THE RELEASED PARTIES OR SETTling INSURERS,
19 OR THE PROPERTY OF ANY OF THE RELEASED PARTIES OR SETTling
20 INSURERS; (v) TAKING ANY ACT, IN ANY MANNER, IN ANY PLACE WHATSOEVER,
21 THAT DOES NOT CONFORM TO, OR COMPLY WITH, THE PROVISIONS OF THIS
22 PLAN OR THE SURVIVORS' TRUST DOCUMENTS; AND (vi) ASSERTING OR
23 ACCOMPLISHING ANY SETOFF, RIGHT OF INDEMNITY, SUBROGATION,
24 CONTRIBUTION OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION
25 DUE TO ANY OF THE RELEASED PARTIES OR SETTling INSURERS.

26 13.12. *Provisions Relating to the Channeling Injunction.*

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28 ~~105~~

1 13.12.1. ~~13.12.1~~ *Modifications.* The Channeling Injunction is a permanent
2 injunction. It shall not be modified, dissolved, or terminated.

3 13.12.2. ~~13.12.2~~ *Non-Limitation.* Nothing in the Plan or the Survivors' Trust
4 Documents shall or shall be construed in any way to limit the scope, enforceability, or effectiveness
5 of the Channeling Injunction or the assumption by the Survivors' Trust of all liability with respect
6 to the Abuse Claims.

7 13.12.3. ~~13.12.3~~ *Bankruptcy Rule 3016 Compliance.* The Debtor's compliance with
8 the requirements of Bankruptcy Rule 3016 shall not constitute or be deemed to constitute an
9 admission that the Plan provides for an injunction against conduct not otherwise enjoined under the
10 Bankruptcy Code.

11 13.12.4. ~~13.12.4~~ *No Duplicative Recovery.* In no event shall any Abuse Claimant
12 be entitled to receive any payment, reimbursement, or restitution from any Released Party under
13 any theory of liability for the same loss, damage, or other Abuse Claim that is reimbursed by the
14 Survivors' Trust or is otherwise based on the same events, facts, matters, or circumstances that gave
15 rise to the applicable Abuse Claim. This provision does not prohibit a Holder of Abuse Claim from
16 pursuing recovery from Non-Settling Insurers for coverage of an Abuse Claim, subject to Articles
17 VIII and IX hereof, or from seeking extracontractual damages under the Hand holding.

18 13.13. ***Effect of Channeling Injunction.*** The Channeling Injunction is an integral part of
19 this Plan and is essential to this Plan's consummation and implementation. It is intended that the
20 channeling of the Channeled Claims as provided in Section ~~13.12~~13.11 of the Plan shall inure to the
21 benefit of the Released Parties and the Settling Insurers. In any action to enforce the injunctive
22 provisions of Section ~~13.12~~13.11 of the Plan against a Holder of a Claim whereby it is held by a
23 Final Order that such Holder willfully violated the terms of Section ~~13.12~~13.11 of the Plan, the
24 moving party may seek an award of costs including reasonable attorneys' fees against such Holder,
25 and such other legal or equitable remedies as are just and proper, after notice and a hearing. The
26
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1 Channeling Injunction does not bar claims against any Non-Settling Insurer except to the extent a
2 Non-Settling Insurer becomes a Settling Insurer.

3 13.14. *Exclusion Regarding Non-Settling Insurers.* NOTWITHSTANDING THE
4 FOREGOING, AND FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS ARTICLE
5 XIII (INCLUDING THE RELEASES, INJUNCTIONS, AND EXCULPATIONS) LIMITS
6 THE RIGHTS OF A NON-SETTLING INSURER AS SET FORTH IN, OR PRESERVED
7 BY, THE PLAN, INCLUDING (I) ARTICLES VIII AND IX AND (II) THE RIGHTS OF
8 ANY INSURER (INCLUDING NON-SETTLING INSURERS) TO ASSERT ANY CLAIMS
9 FOR REINSURANCE UNDER REINSURANCE CONTRACTS OR CLAIMS UNDER
10 RETROCESSIONAL CONTRACTS AGAINST THE SETTLING INSURERS AND OTHER
11 INSURANCE COMPANIES. FURTHERMORE, THE NON-SETTLING INSURERS ARE
12 NOT GRANTING (NOR SHALL THEY BE SUBJECT TO) ANY ~~THIRD-PARTY~~THIRD-
13 PARTY RELEASE, INJUNCTION, OR EXCULPATION COVERING ANY ~~NON-~~
14 ~~DEBTOR~~NON- DEBTOR PERSON OR ENTITY AND THEY SHALL BE DEEMED TO
15 HAVE OPTED OUT OF ANY SUCH RELEASE, INJUNCTION, OR EXCULPATION.

16 ~~ARTICLE XIV~~ARTICLE XIV

17 MODIFICATION

18 14.1. *Modification of the Plan.*

19 14.1.1. To the fullest extent permitted under Section 1127 of the Bankruptcy Code,
20 the Plan may be altered, amended or modified by the Debtor (or Reorganized Debtor as appropriate)
21 at any time prior to its substantial consummation.

22 14.1.2. In the event of any modification, alteration or amendment on or before
23 Confirmation, any votes to accept or reject this Plan shall be deemed to be votes to accept or reject
24 this Plan as modified, unless the Bankruptcy Court finds that the modification, alteration or
25 amendment materially and adversely affects the rights of parties in interest which have cast said
26 votes.

1 14.2. **Correction of Defects.** Following the Effective Date, the Reorganized Debtor may
2 initiate a proceeding or motion in the Bankruptcy Court in order to remedy any defects or omissions,
3 or to reconcile any inconsistencies, in the Plan or the Confirmation Order, upon notice of such
4 proceedings or motion served on all parties listed in the Post-Confirmation Notice List and any other
5 parties who may be materially and adversely affected.

6 ~~14.3. **Savings Clause**~~Savings Clause. Any minor defect or inconsistency in the Plan may
7 be corrected or amended by the Confirmation Order.

8 14.4. **Remedy of Defects.** After the Effective Date, the Reorganized Debtor may, with
9 approval of the Bankruptcy Court, and so long as it does not materially and adversely affect the
10 interests of Holders of Claims, remedy any defect or omission or reconcile any inconsistencies in
11 the Plan or in the Confirmation Order in such manner as may be necessary to carry out the purposes
12 and effect of the Plan and in form and substance satisfactory to the Reorganized Debtor.

13 ARTICLE XV~~ARTICLE XV~~

14 **RETENTION OF JURISDICTION**

15 15.1. **Scope of the Bankruptcy Court's Retained Jurisdiction.** The Bankruptcy Court
16 shall retain and have jurisdiction over the Chapter 11 Case for all purposes provided by the
17 Bankruptcy Code, including for the following purposes:

18 15.1.1. To hear and determine motions for the assumption or rejection of
19 Executory Contracts or Unexpired Leases, if any are pending on the Effective Date and not
20 otherwise determined by Confirmation, and the allowance of Claims resulting therefrom.

21 15.1.2. To grant full and complete relief upon the request of the Reorganized
22 Debtor.

23 15.1.3. To determine any and all objections to the allowance of Claims and to
24 allow, disallow, estimate, liquidate, or determine any Claim, except with respect to Abuse Claims
25 whose Holders select the Litigation Option pursuant to Section 9.8.4 hereof ~~and subject to the terms~~
26 ~~of Section 5.2.2 and Articles VIII and IX hereof.~~

1 15.1.4. To determine any and all applications for compensation and reimbursement
2 of expenses and any other fees and expenses authorized to be paid or reimbursed under the
3 Bankruptcy Code or the Plan which accrued on or prior to the Confirmation Date.

4 15.1.5. To determine any and all applications, adversary proceedings and
5 contested or litigated matters (a) that may be pending on the Effective Date, except as provided in
6 the Confirmation Order; or (b) which shall be commenced on or after the Effective Date and be
7 properly before the Bankruptcy Court.

8 15.1.6. To consider any modifications of the Plan, any defect or omission, or
9 reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order,
10 to the extent authorized by the Bankruptcy Code.

11 15.1.7. To implement the provisions of the Plan and to issue orders in aid of
12 execution of the Plan to the extent authorized by Section 1142 of the Bankruptcy Code.

13 15.1.8. To resolve any disputes and otherwise hear such additional matters brought
14 by the Survivors' Trustee or otherwise related to the Survivors' Trust Assets or to the fulfillment of
15 the Survivors' Trustee's duties pursuant to the Plan and the Survivors' Trust Documents.

16 15.1.9. To hear and determine disputes arising in connection with the
17 interpretation, implementation or enforcement of the Plan.

18 15.1.10. To enter a Final Decree and orders reopening the Chapter 11 Case as
19 appropriate after entry of a Final Decree, *provided that* the Bankruptcy Court shall retain jurisdiction
20 to enter an order terminating the Survivors' Trust and discharging the Survivors' Trustee in
21 accordance with the terms of the Survivors' Trust, notwithstanding the issuance of the Final Decree
22 and closing of the Chapter 11 Case and without the necessity of reopening the Chapter 11 Case.

23 15.1.11. To hear any other matter consistent with the Bankruptcy Code.

24 15.2. ***Failure of Bankruptcy Court to Exercise Jurisdiction.*** If the Bankruptcy Court
25 abstains from exercising or declines to exercise jurisdiction or is otherwise without jurisdiction over
26 any matter arising out of the Chapter 11 Case, including matters set forth in this Article XV, such
27

1 lack of jurisdiction will not diminish, control, prohibit, or limit the exercise of jurisdiction by any
2 other court having competent jurisdiction with respect to such matter.

3 ~~ARTICLE XVI~~ ARTICLE XVI

4 MISCELLANEOUS PROVISIONS

5 ~~16.1. Enforcement.~~ Enforcement. The Committee, the Debtor and the Reorganized
6 Debtor may take such actions, including the initiation of proceedings or the prosecution of a motion,
7 as may be reasonably necessary in order to interpret or enforce the purposes and intent of the Plan.

8 16.1.1. Forum for Enforcement. Subject to the retained jurisdiction of the
9 Bankruptcy Court, any motion or proceeding to enforce the Plan may be brought before the
10 Bankruptcy Court or any other court of competent jurisdiction.

11 16.1.2. Expenses of Enforcement. In the event that any action, motion,
12 contested matter, complaint, answer, counterclaim, cross-claim or other action is filed or taken by
13 the Committee or the Reorganized Debtor either in the Bankruptcy Court or otherwise, in order to
14 enforce or interpret any terms of the Plan or the Confirmation Order, or any order or agreement
15 made in implementation of the Plan, the prevailing party in such matter (as determined by a court
16 of competent jurisdiction) shall be entitled to recover from any opposing party its expenses,
17 including reasonable attorneys' fees and costs, incurred in such matter.

18 16.2. *Exemption from Certain Transfer Taxes and Recording Fees.* Pursuant to Section
19 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of a security, or the making or
20 delivery of an instrument of transfer under the Plan may not be taxed under any law imposing a
21 stamp tax or similar tax. The taxes from which such transfers are exempt include stamp taxes,
22 recording taxes, sales and use taxes, transfer taxes, and other similar taxes.

23 ~~16.3. Effectuating Documents~~ Effectuating Documents. The Committee, the Debtor or the
24 Reorganized Debtor, as the case may be, ~~is~~ are each authorized to execute, deliver, file, or record
25 such contracts, instruments, releases, and other agreements or documents and take such actions as

1 may be necessary or appropriate to implement, effectuate, and further evidence the terms and
2 conditions of the Plan and any notes or interests issued pursuant to the Plan.

3 ~~16.4. Governing Law~~Governing Law. Unless a rule of law or procedure is supplied by
4 federal law, including the Bankruptcy Code and the Bankruptcy Rules, the laws of the State of
5 California (without reference to its conflict of law rules) will govern the construction and
6 implementation of the Plan and any agreement, documents, and instruments executed in connection
7 with the Plan unless otherwise specifically provided in such agreements, documents, or instruments.

8 ~~16.5. Integration~~Integration. The provisions of this Plan and the Confirmation Order shall
9 supersede any and all prior agreements, documents, understandings, written or otherwise, in respect
10 of any Claim, and the treatment or satisfaction thereof, except as provided in any order of the
11 Bankruptcy Court. All such prior agreements, documents or understandings are merged herein, and
12 no Person may thereafter pursue or prosecute any Claim or demand arising out of or pertaining to
13 such superseded agreements, documents or understandings as against the Debtor ~~or~~, Reorganized
14 Debtor or the Committee.

15 ~~16.6. Inconsistency~~Inconsistency. In the event of any inconsistency between the Plan and
16 any Exhibit to the Plan or any other instrument or document created or executed pursuant to the
17 Plan, including the Survivors' Trust Documents, the Plan shall govern. In the event of any
18 inconsistency between the Plan or any other document and the Confirmation Order, the
19 Confirmation Order shall govern.

20 ~~16.7. Section Headings~~Section Headings. Headings are used in the Plan for convenience
21 and reference only and shall not affect in any way the meaning or interpretation of the Plan or
22 constitute a part of the Plan for any other purpose.

23 ~~16.8. Severability~~Severability. If any provision in the Plan is determined to be
24 unenforceable, the determination will in no way limit or affect the enforceability and operative effect
25 of any other provision of the Plan.

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~~ARTICLE XVII~~ ARTICLE XVII

REQUEST FOR CONFIRMATION

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

[signatures on the next page]

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DATED: February 20, 2026

~~THE ROMAN CATHOLIC BISHOP OF OAKLAND~~

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

Presented by:
FOLEY & LARDNER LLP
Eileen R. Ridley
Shane J. Moses
Ann Marie Uetz
Matthew D. Lee
Geoffrey S. Goodman
Mark C. Moore

/s/ Shane J. Moses
Shane J. Moses

*Counsel for the Debtor
and Debtor in Possession*

DATED: March 27, 2026

THE ROMAN CATHOLIC BISHOP OF OAKLAND

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

Presented by:
FOLEY & LARDNER LLP
Eileen R. Ridley
Shane J. Moses
Ann Marie Uetz
Matthew D. Lee
Geoffrey S. Goodman
Mark C. Moore

/s/ Shane J. Moses
Shane J. Moses

*Counsel for the Debtor
and Debtor in Possession*

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Schedule ~~1.1.21~~1.1.26

Legal Description of Cathedral Property Parcel

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LEGAL DESCRIPTION OF LAND - CATHEDRAL

Real property in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel 2, Parcel Map 6031, filed March 4, 1991 in Book 196, Pages 41 and 42 of Maps, Alameda County Records.

APN: 008 -0653-024

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Schedule ~~1.1.29~~ 1.1.34
Child Protection Protocols

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Schedule 1.1.35

Schedule of Churches

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Church Listing

~~Church Listing~~

<u>Church Names</u>	<u>City</u>
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

Church-Listing

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Church Names	City
ST. AGNES CHURCH	CONCORD
ST. BONAVENTURE CHURCH	CONCORD
ST. FRANCIS OF ASSISI CHURCH	CONCORD
QUEEN OF ALL SAINTS CHURCH	CONCORD
ST. ROSE OF LIMA CHURCH	CROCKETT
ST. ISIDORE CHURCH	DANVILLE
ST. JEROME CHURCH	EL CERRITO
ST. JOHN THE BAPTIST CHURCH	EL CERRITO
ST. CALLISTUS CHURCH	EL SOBRANTE
ST. PERPETUA CHURCH	LAFAYETTE
ST. CATHERINE OF SIENA CHURCH	MARTINEZ
ST. MONICA CHURCH	MORAGA
ST. ANTHONY CHURCH	OAKLEY
SANTA MARIA CHURCH	ORINDA
ST. JOSEPH CHURCH	PINOLE
CHURCH OF THE GOOD SHEPHERD	PITTSBURG
OUR LADY QUEEN OF THE WORLD	BAY POINT
ST. PETER MARTYR CHURCH	PITTSBURG
CHRIST THE KING CHURCH/ST. STEPHEN CHURCH	PLEASANT HILL/WALNUT CREEK
OUR LADY OF MERCY CHURCH	POINT RICHMOND
ST. CORNELIUS CHURCH	RICHMOND
ST. DAVID OF WALES CHURCH	RICHMOND
ST. PATRICK CHURCH	RODEO
ST. JOAN OF ARC CHURCH	SAN RAMON
ST. ANNE CHURCH	WALNUT CREEK
ST. JOHN VIANNEY CHURCH	WALNUT CREEK
ST. MARY CHURCH	WALNUT CREEK
DIVINE MERCY CHURCH	OAKLAND DIVIMERCC
ST. MARK CHURCH	RICHMOND
ST. ANTHONY	MARY HELP OF CHRISTIANS
ST. COLUMBA CHURCH	OAKLAND
ST. JARLATH CHURCH	OAKLAND
ST. LOUIS BERTRAND	OAKLAND
MOST HOLY ROSARY CHURCH	ANTIOCH
ST. JOSEPH THE WORKER CHURCH	BERKELEY
ST. ANNE CHURCH	BYRON
ST. PAUL CHURCH	SAN PABLO
ST. PHILIP NERI	ST. ALBERT THE GREAT CHURCH ALAMEDA

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Schedule 1.1.771.1.106

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

Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 3/29/2026 10:32:43 AM	
Style name: Color	
Intelligent Table Comparison: Active	
Original DMS: nd://4910-7224-2319/4/RCBO - Debtor's Fourth Amended Plan of Reorganization.docx	
Modified DMS: nd://4913-9591-2600/5/RCBO - Modified Fourth Amended Plan of Reorganization.docx	
Changes:	
<u>Add</u>	1057
Delete	979
Move From	17
<u>Move To</u>	17
<u>Table Insert</u>	0
Table Delete	11
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	2081

Exhibit 2 to Notice of Filing
(Redline of Debtor's Modified Fourth Amended Plan against Debtor's
Third Amended Plan)

EXHIBIT 2

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*Counsel 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

Date: ~~August 25, 2025~~
Time: ~~9:30 a.m.~~
Place: ~~United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612~~

DEBTOR'S ~~THIRD~~ MODIFIED FOURTH AMENDED PLAN OF REORGANIZATION

DATED MARCH ~~17~~, 20252026

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INTRODUCTION

This ~~Third~~Modified Fourth Amended Plan of Reorganization, dated March ~~1727~~, 2025~~2026~~ (as amended, modified or supplemented from time to time, the “Plan”),¹ is proposed by The Roman Catholic Bishop of Oakland, a California corporation sole, ~~and~~ the debtor and debtor in possession (the “Debtor” or “RCBO”) in the above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case”). Holders of Claims (as those terms are defined below) may refer to the Disclosure Statement (~~as~~ defined below) for a summary and description of the Plan and a discussion of the Debtor’s history, estate, assets, mission, operations, historical financial information, and projections of future operations. The Debtor is the proponent of this Plan within the meaning of Section 1129 of title 11 of the United States Code, as amended from time to time and as in effect during the Chapter 11 Case (the “Bankruptcy Code”).

~~ALL HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING.~~

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

ARTICLE I~~ARTICLE I~~

DEFINITIONS AND RULES OF INTERPRETATION

~~1.1. Definitions~~Definitions. As used in this Plan, unless defined in the above Introduction or elsewhere in the Plan, capitalized terms shall have the meanings set forth in this Section 1.1. Any term not otherwise defined herein but defined in the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure as amended from time to time and as in effect during the Chapter 11 Case

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

+

1 (the “**Bankruptcy Rules**”) will have the meaning given to that term in the Bankruptcy Code or the
2 Bankruptcy Rules, as applicable. The following definitions apply in this Plan:

3 1.1.1. “**Abuse**” means sexual conduct or misconduct, sexual abuse or
4 molestation, sexual exploitation, indecent assault and/or battery, rape, pedophilia, ephebophilia,
5 sexually related psychological or emotional harm, humiliation, anguish, shock, sickness, disease,
6 disability, dysfunction, or intimidation, any other sexual misconduct or injury, contacts or
7 interactions of a sexual nature, including the use of photography, video, or digital media, or other
8 physical abuse or bullying without regard to whether such physical abuse or bullying is of a sexual
9 nature, between a child and an adult, between a child and another child, or between a non-consenting
10 adult and another adult, in each instance without regard to whether such activity involved explicit
11 force, whether such activity involved genital or other physical contact, and whether there is or was
12 any associated physical, psychological, or emotional harm to the child or non-consenting adult.

13 1.1.2. “**Abuse Claim**” means any Claim relating to, in whole or in part, directly
14 or indirectly, an act of Abuse committed by any Person before the Effective Date for which the
15 Debtor, ~~a Non-Debtor Catholic Entity,~~ or any ~~of their respective~~its agents, employees, or
16 representatives is allegedly responsible. Except as otherwise provided herein, the term “Abuse
17 Claim” includes Unknown Abuse Claims and Trust Claims but not Abuse Related Contribution
18 Claims.

19 1.1.3. [Reserved].

20 1.1.4. ~~1.1.3.~~ “**Abuse Claimant**” means a Holder of an Abuse Claim.

21 1.1.5. ~~1.1.4.~~ “**Abuse Claims Reviewer**” means the Person ~~identified in the~~
22 ~~Survivors’ Trust Documents~~chosen by the Committee to review ~~all~~ Abuse Claims and allocate to
23 each Allowed Abuse Claim a percentage of the Survivors’ Trust recovery pool based on numerical
24 scaling factors (but not based on alleged dollar value of the Claim), except for those Abuse Claims
25 held by Abuse Claimants who have elected to receive an Immediate Payment, in accordance with
26 the procedures set forth in the Survivors’ Trust Documents. The identity of the Abuse Claims

27 2

28 2

1 [Reviewer shall be disclosed in a Plan Supplement.](#)

2 [1.1.6.](#) ~~1.1.5.~~ **“Abuse Insurance Policies”** means any insurance policy alleged in
3 the Coverage Action or in any Abuse Claim Litigation (as defined in Section 9.8.4 of the Plan) to
4 provide insurance coverage for any Abuse Claim.

5 [1.1.7.](#) ~~1.1.6.~~ **“Abuse Related Contribution Claim”** means any Person’s Claim
6 against any other Person for contribution, indemnity, equitable indemnity, subrogation, or equitable
7 subrogation, or reimbursement, or any other indirect or derivative recovery, arising because such
8 Person has paid or defended against any Abuse Claim including but not limited to a Joint Tortfeasor
9 or the like, but excluding any claim by an Insurer for contribution or similar relief.

10 [1.1.8.](#) **“Additional Distributions”** shall have the meaning ascribed to such term
11 [in Section 9.8.3.3 of this Plan.](#)

12 [1.1.9.](#) **“Additional Reserves”** shall have the meaning ascribed to such term in
13 [Section 9.8.3.3 of this Plan.](#)

14 [1.1.10.](#) ~~1.1.7.~~ **“Administrative Expense Claim”** means any right to payment
15 constituting a cost or expense of administration of the Chapter 11 Case under Sections 503(b) and
16 507(a)(1) of the Bankruptcy Code, including, without limitation, any actual and necessary costs and
17 expenses of preserving the Estate of the Debtor, any actual and necessary costs and expenses of the
18 Debtor’s operations, and any indebtedness or obligations incurred or assumed by the Debtor in
19 connection with the conduct of its business, but not including Fee Claims, Cure Claims, or U.S.
20 Trustee Fees. Administrative Expense Claims are further described in in Section 3.1 below.

21 [1.1.11.](#) ~~1.1.8.~~ **“Administrative Expense Claims Bar Date”** means the date that is
22 45 days after the Effective Date.

23 [1.1.12.](#) ~~1.1.9.~~ **“Adventus”** means a California nonprofit public benefit corporation
24 [by that is one of the Contributing Non Debtor Catholic Entities name, separate and distinct from](#)
25 [RCBO.](#)

26 [1.1.13.](#) ~~1.1.10.~~ **“Affiliate”** shall have the meaning set forth in Section 101(2) of the
27

1 Bankruptcy Code.

2 1.1.14. ~~1.1.11.~~ **“Allowed”** means, with respect to any Claim, except as otherwise
3 provided herein: (a) a Claim that is evidenced by a Proof of Claim Filed by the applicable Claims
4 Bar Date, (b) a Claim for which a Proof of Claim is or shall not be required to be Filed under the
5 Plan, the Bankruptcy Code, or a Final Order of the Bankruptcy Court, (c) a Claim that is listed in
6 the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim
7 has been timely Filed, (d) a Claim Allowed pursuant to the Plan or a Final Order of the Bankruptcy
8 Court; provided, however, that with respect to a Claim described in clauses (a), (b), and (c) above,
9 such Claim shall be considered Allowed only if no objection to its allowance has been made before
10 the Claims Objection Deadline or within such time fixed by the Plan, the Bankruptcy Code, the
11 Bankruptcy Rules, or the Bankruptcy Court (except with respect to a Trust Claim whose Holder
12 elects the Litigation Option, in which case any such Trust Claim shall only be considered Allowed
13 (i) following entry of a final judgment pursuant to a Final Order by a non-bankruptcy court of
14 competent jurisdiction as set forth in the Plan, (ii) upon the effective date of any Insurance
15 Settlement Agreement covering such Trust Claim for purposes of such settlement only, or (iii) upon
16 the effective date of any settlement agreement between the Holder of such Trust Claim and one or
17 more Non-Settling Insurers pursuant to or following which settlement such Holder reverts from the
18 Litigation Option to the Distribution Option for purposes of the Distribution Option only).
19 Notwithstanding the foregoing, pursuant to the Survivors’ Trust Distribution Procedures, the
20 Survivors’ Trustee may deem any Abuse Claim filed after the Bar Date Allowed; provided,
21 however, the Survivors’ Trustee may not deem an Abuse Claim Allowed if such Abuse Claim has
22 been Disallowed by order of the Bankruptcy Court.

23 1.1.15. ~~1.1.12.~~ **“Assigned Insurance Interests”** means all rights, claims, interests,
24 benefits, responsibilities and obligations of the Debtor and RCWC (solely as to Released RCWC
25 Claims) in the Non-Settling Insurer Policies that are assignable under applicable law and to the
26 fullest extent assignable under applicable law, including, without limitation, Insurance Actions,

1 subject to the terms hereof including without limitation Articles VIII and IX of the Plan and the
2 provisions of the Plan concerning the Litigation Option.

3 1.1.16. ~~1.1.13.~~ “**Assumed Employee Benefit Plans**” means any written contracts,
4 agreements, policies, programs, and plans (including any related trust or other funding vehicle)
5 governing any obligations relating to compensation, reimbursement, indemnity, health care benefits,
6 disability benefits, deferred compensation benefits, travel benefits, vacation and sick leave benefits,
7 paid time off, savings, severance benefits, retirement benefits, welfare benefits, relocation programs,
8 life insurance, and accidental death and dismemberment insurance, including written contracts,
9 agreements, policies, programs, and plans for bonuses and other incentives or compensation for the
10 current and former officers, employees, and priests, as applicable, of the Debtor, but excluding the
11 Priest Long-Term Care Plan and the SERP.

12 1.1.17. ~~1.1.14.~~ “**Assumption Objection**” means an objection to assumption or
13 cure of an Executory Contract, as described in Sections 7.2.2 and 7.2.3 herein.

14 1.1.18. ~~1.1.15.~~ “**Avoidance Actions**” means any and all rights to recover or avoid
15 transfers or Liens under Chapter 5 of the Bankruptcy Code or otherwise, including Sections 506(d),
16 541, 542, 543, 544, 545, 547, 548, 549, 550, ~~or~~ 553 of the Bankruptcy Code, or otherwise under
17 the Bankruptcy Code or under similar or related state or federal statutes and common law, including
18 all preference, fraudulent conveyance, fraudulent transfer, and/or other similar avoidance claims,
19 rights, and causes of action, whether or not litigation has been commenced as of the Effective Date
20 to prosecute such Avoidance Actions; subject, however, to any releases thereof provided in this
21 Plan, the Confirmation Order, or any other Final Order of the Bankruptcy Court.

22 1.1.19. ~~1.1.16.~~ “**Ballot**” means ~~any~~the form of ballot approved by the Bankruptcy
23 Court for each Class of Claims entitled to vote on ~~the~~this Plan, as sent to all creditors entitled to vote
24 on ~~the~~this Plan, whereby such creditors ~~may~~are permitted to indicate their vote to accept or reject
25 ~~the~~this Plan.

26 1.1.20. “**Bankruptcy Code**” shall have the meaning ascribed to such term in the
27

28 §

§

1 [Introduction Section of this Plan.](#)

2 [1.1.21.](#) ~~1.1.17.~~ **“Bankruptcy Court”** means the United States Bankruptcy Court
3 for the Northern District of California, Oakland Division, having jurisdiction over the Chapter 11
4 Case.

5 [1.1.22.](#) **“Bankruptcy Rules”** shall have the meaning ascribed to such term in
6 [Section 1.1 of this Plan.](#)

7 [1.1.23.](#) ~~1.1.18.~~ **“Bar Date Order”** means the *Order Establishing Deadlines for*
8 *Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [~~Docket~~[Dkt.](#) No.
9 293], entered by the Bankruptcy Court on July 25, 2023, and as expressly amended and as may be
10 expressly amended from time to time.

11 [1.1.24.](#) ~~1.1.19.~~ **“Business Day”** means any day other than a Saturday, Sunday, or
12 any “legal holiday” as defined in Bankruptcy Rule 9006(a).

13 [1.1.25.](#) ~~1.1.20.~~ **“Cash”** means the legal tender of the United States of America, or
14 its equivalent.

15 [1.1.26.](#) ~~1.1.21.~~ **“Cathedral Property”** means the parcel of real estate described on
16 Schedule ~~1.1.21~~[1.1.26](#), owned as of the Petition Date by [The Catholic Cathedral Corporation of the](#)
17 [East Bay \(“CCCEB”\).](#)

18 [1.1.27.](#) ~~1.1.22.~~ **“Cause of Action”** means any action, claim, cause of action,
19 controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage,
20 judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character
21 whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured,
22 suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured,
23 assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract
24 or in tort, in law, or in equity or pursuant to any other theory of law. For the avoidance of doubt,
25 “Cause of Action” includes: (a) any right of setoff, counterclaim, or recoupment and any claim for
26 breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to
27

1 Claims; (c) any Claim pursuant to Section 362 or Chapter 5 of the Bankruptcy Code; (d) any claim
2 or defense including fraud, mistake, duress, and any other defenses set forth in Section 558 of the
3 Bankruptcy Code; (e) any state or foreign law fraudulent transfer or similar claim; (f) any cause of
4 action asserted by the Debtor in the Coverage Action; and (g) any cause of action described on the
5 Debtor's Schedules or Statements of Financial Affairs.

6 1.1.28. ~~1.1.23.~~ "**CCCEB Note**" means that certain Promissory Note dated as of
7 April 16, 2009, payable by CCCEB to the Debtor, as amended, modified, or restated including by
8 that certain Amendment #1 to Promissory Note dated as of January 1, 2014, by and between the
9 Debtor and CCCEB, and that certain Amendment #1 to Promissory Note dated as of February 1,
10 2017, by and between the Debtor and CCCEB.

11 1.1.29. ~~1.1.24.~~ "**CCCEB Settlement**" means the transaction described in Section
12 12.3 of the Plan, as set forth in the CCCEB Settlement Documents.

13 1.1.30. ~~1.1.25.~~ "**CCCEB Settlement Documents**" means all documents necessary
14 to effectuate the CCCEB Settlement as of the Effective Date.

15 1.1.31. ~~1.1.26.~~ "**Channeled Claim**" means any Claim, including without
16 limitation an Abuse Claim ~~and/or any Claim, excluding Opt-Out Abuse Claims,~~ against a Released
17 Party or any Settling Insurer arising from, in connection with, or related to an Abuse Claim, or any
18 of the Abuse Insurance Policies issued by any Settling Insurers, including Abuse Related
19 Contribution Claims, but not including (a) an Abuse Claim against any Person who personally
20 committed an act or acts of Abuse resulting in a Claim against the Debtor or ~~Contributing~~ any Non-
21 Debtor Catholic Entity; ~~or~~ (b) any Claim (including any Abuse Claim) held by a Non-Settling
22 Insurer against any Released Party other than the Debtor or the Reorganized Debtor.

23 1.1.32. ~~1.1.27.~~ "**Channeling Injunction**" means the injunction imposed pursuant
24 to Section ~~13.12~~ 13.11 of this Plan and the Confirmation Order.

25 1.1.33. "**Chapter 11 Case**" shall have the meaning ascribed to such term in the
26 Introduction Section of this Plan.

1 1.1.34. “Child Protection Protocols” means the Child Protection Protocols for
2 the Roman Catholic Bishop of Oakland, California to be implemented not later than the Effective
3 Date, a copy of which is attached as Schedule 1.1.34.

4 1.1.35. ~~1.1.28.~~ “Churches” means the individual Catholic churches within the
5 Diocese of Oakland, each of which is part of the corporation sole that is the Debtor, and each of
6 which is listed on Schedule ~~1.1.28~~ 1.1.35 attached hereto.

7 1.1.36. ~~1.1.29.~~ “Claim” shall have the meaning set forth in Section 101(5) of the
8 Bankruptcy Code.

9 1.1.37. “Claim Enhancement” shall have the meaning ascribed to such term in
10 Section 9.8.4.2 of this Plan.

11 1.1.38. ~~1.1.30.~~ “Claims Bar Date” means, including without limitation for Claims
12 arising under Section 503(b)(9) of the Bankruptcy Code, and in accordance with the terms of the
13 Bar Date Order, (i) for all Claims other than Claims of Governmental Units, September 11, 2023, at
14 ~~5:00 p.m~~5:00 p.m. Pacific Time, and (ii) for Claims of Governmental Units, November 6, 2023, at
15 ~~5:00 p.m~~5:00 p.m. Pacific Time.

16 1.1.39. ~~1.1.31.~~ “Claims Objection Deadline” means, ~~except as to Non-Settling~~
17 ~~Insurers,~~ the deadline for objecting to a Claim, which shall be on the date that is the later of: (a) 12
18 months after the Effective Date, and (b) such other period of limitation as may be specifically fixed
19 by the Debtor or the Reorganized Debtor, as applicable, or by an order of the Bankruptcy Court for
20 objecting to such Claims. For the avoidance of doubt, the Claims Objection Deadline shall not apply
21 to (a) the Survivors’ Trustee as to objections to Abuse Claims, or (b) Non-Settling Insurers who
22 agree to defend against an Abuse Claim asserted by any Abuse Claim Holder who elects the
23 Litigation Option ~~as set forth in Section 5.2.2 and Articles VIII and IX; provided, however, Non-~~
24 Settling Insurers shall only assert objections and defenses to an Abuse Claim, other than those
25 arising under the Bankruptcy Code, in the appropriate non-bankruptcy forum following the election
26 of the Holder of such Abuse Claim of the Litigation Option as defined in Section 9.8.4 hereof.

1 1.1.40. ~~1.1.32.~~ “**Claims Register**” means the official register of Claims maintained
2 by the Debtor or Reorganized Debtor, as applicable.

3 1.1.41. ~~1.1.33.~~ “**Class**” means a category of Holders of Claims as set forth in
4 Section 2.3 of this Plan, under Section 1122(a) of the Bankruptcy Code.

5 1.1.42. ~~1.1.34.~~ “**Committee**” means the Official Committee of Unsecured
6 Creditors appointed in the Chapter 11 Case on May 23, 2023.

7 1.1.43. ~~1.1.35.~~ “**Confirmation**” means the entry of the Confirmation Order on the
8 docket of the Chapter 11 Case.

9 1.1.44. “**Confirmation Date**” means the date on which the Bankruptcy Court
10 enters the Confirmation Order.

11 1.1.45. ~~1.1.36.~~ “**Confirmation Order**” means a ~~Final~~ Order of the Bankruptcy
12 Court confirming the Plan under Section 1129 of the Bankruptcy Code.

13 ~~1.1.37. “Contributing Non-Debtor Catholic Entity” means a Non-Debtor Catholic~~
14 ~~Entity that contributes assets to the Survivors’ Trust on or after the Effective Date pursuant to~~
15 ~~Section 9.3 of the Plan.~~

16 1.1.46. “**Contribution**” shall have the meaning ascribed to such term in Section
17 8.4 of this Plan.

18 1.1.47. ~~1.1.38.~~ “**Coverage Action**” means the proceeding captioned *In re: The*
19 *Roman Catholic Bishop of Oakland Insurance Adversary Proceeding Litigation*, Case Nos. 3:24-
20 cv-~~00709~~-00709-JSC & 3:24-cv-00711-JSC (N.D. Cal.) and all adversary proceedings consolidated
21 thereunder.

22 ~~1.1.39. “Coverage Claims” means all Claims against a Non-Settling Insurer under~~
23 ~~or relating to the policies issued by such Non-Settling Insurer.~~

24 1.1.48. ~~1.1.40.~~ “**Creditor**” shall have the meaning set forth in Section 101(10) of
25 the Bankruptcy Code.

26 1.1.49. ~~1.1.41.~~ “**Cure Amount**” means all amounts, including an amount of \$0.00,
27

1 required to cure any monetary default under any Executory Contract or Unexpired Lease (or any
2 lesser amount agreed to by the counterparty to an Executory Contract or Unexpired Lease of the
3 Debtor) to be assumed by the Debtor under Sections 365 or 1123 of the Bankruptcy Code.

4 1.1.50. ~~1.1.42.~~ **“Cure Claim”** means a monetary Claim arising out of the Debtor’s
5 default(s) under any Executory Contract or Unexpired Lease at the time such contract or lease is
6 assumed by the Debtor pursuant to Section 365 of the Bankruptcy Code.

7 1.1.51. ~~1.1.43.~~ **“Debtor”** ~~shall have~~ has the meaning ~~set forth~~ ascribed to such term
8 in the Introduction ~~hereof~~ Section of this Plan.

9 1.1.52. **“Debtor Cash Contribution”** has the meaning ascribed to such term in
10 Section 9.3.1 of this Plan.

11 1.1.53. **“Debtor Contribution Deeds of Trust”** has the meaning ascribed to such
12 term in Section 9.3.1.6 of this Plan.

13 1.1.54. **“Debtor Extracontractual Insurance Actions”** means any Insurance
14 Actions of the Debtor arising before or actually asserted by the Debtor before the Effective Date.

15 1.1.55. **“DIP Availability”** means, *as of the Effective Date*, the amount of
16 authorized but unused borrowing under the DIP Facility, less the estimated amount of accrued
17 Professional Fees *as of the Effective Date*.

18 1.1.56. **“DIP Facility”** means any Debtor-in-Possession financing obtained by the
19 Debtor prior to the Effective Date pursuant to Section 364 of the Bankruptcy Code.

20 1.1.57. **“DIP Obligations”** means all amounts outstanding under the DIP Facility.

21 1.1.58. ~~1.1.44.~~ **“Disallowed”** means, with respect to any Claim, a Claim or any
22 portion thereof that: (a) has been disallowed by a Final Order, (b) is listed on the Schedules as having
23 a value of zero dollars or as contingent, disputed, or unliquidated and as to which no Proof of Claim
24 or request for payment of an Administrative Expense Claim was timely filed or deemed timely filed
25 pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise
26 deemed timely filed under applicable law or this Plan, (c) is not listed on the Schedules and as to

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

7 1.1.59. ~~1.1.45.~~ “**Disclosure Statement**” means the Plan Summary and Third
8 Amended Disclosure Statement ~~for Debtor’s Amended Plan of Reorganization (as amended,~~
9 ~~supplemented, or modified from time to time) filed in the Chapter 11 Case,~~ , taken together, or as
10 appropriate, any subsequent disclosure statement for this Plan, in whatever form the Bankruptcy
11 Court approves pursuant to section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017
12 (including all ~~exhibits and~~ schedules and exhibits thereto and references therein that relate to the
13 Plan), and as such disclosure statement may be amended or modified from time to time that is
14 prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any
15 other applicable law.

16 1.1.60. ~~1.1.46.~~ “**Disputed**” means, with reference to any Claim: (i) a Claim as to
17 which an objection has been filed and which objection has not either been withdrawn, determined
18 by a Final Order, or otherwise finally resolved pursuant to the Plan; or (ii) a Claim specifically stated
19 herein to be Disputed.

20 1.1.61. ~~1.1.47.~~ “**District Court**” means the United States District Court for the
21 Northern District of California, ~~Oakland Division,~~ having jurisdiction over the Coverage Action.

22 1.1.62. ~~1.1.48.~~ “**Effective Date**” means the ~~date of the~~ first Business Day after
23 Confirmation of the Plan on which all conditions precedent to the effectiveness of the Plan have
24 either been (a) satisfied or (b) waived pursuant to Sections 10.2 and 10.3 of the Plan, respectively.

25 1.1.63. ~~1.1.49.~~ “**Entity**” shall have the meaning set forth in Section 101(15) of the
26 Bankruptcy Code.

1 1.1.64. ~~1.1.50.~~ “**Estate**” means the estate created for the Debtor in this Chapter 11
2 Case under Section 541 of the Bankruptcy Code.

3 1.1.65. ~~1.1.51.~~ “**Exculpated Parties**” means each of the following in their capacity
4 as such, to the extent permitted under applicable Ninth Circuit law, including without limitation
5 *Blixseth v. Credit Suisse*, 961 F.3d 1074 (9th Cir. 2020): (a) the ~~Exit Facility Lender,~~ (b) the Debtor,
6 including the Churches, (e**b**) the Reorganized Debtor, including the Churches, (d**c**) the Committee,
7 (e**d**) the Committee’s members, (f**e**) ~~each Contributing Non-Debtor Catholic Entity,~~ (g) the College
8 of Consultors of the Diocese of Oakland and each of its members, (h**f**) The Diocese of Oakland
9 Finance Council and each of its members, (i**g**) the Presbyteral Council of the Diocese of Oakland
10 and each of its members, (j**h**) the Mediators, (k**i**) the Unknown Abuse Claims Representative, (j) the
11 Exit Facility Lender, (k) RCWC (solely as to the Released RCWC Claims) and (l) for each of the
12 foregoing, their respective officers, directors, agents, employees, equity holders, attorneys, financial
13 advisors, accountants, and other duly authorized employed Professionals in this Chapter 11 Case.

14 1.1.66. ~~1.1.52.~~ “**Exculpation**” means the treatment of an Exculpated Party under,
15 or the effect of, the Exculpation Clause.

16 1.1.67. ~~1.1.53.~~ “**Exculpation Clause**” means Section 13.6 of this Plan.

17 1.1.68. ~~1.1.54.~~ “**Executory Contract**” means a contract to which the Debtor is a
18 party that is subject to assumption or rejection under Sections 365 or 1123 of the Bankruptcy Code.

19 1.1.69. ~~1.1.55.~~ “**Executory Contract Cure Schedule**” means ~~at~~ the schedule ~~that~~
20 ~~may be, but is not required to be, if any,~~ filed by the Debtor as part of the Plan Supplement, ~~–~~ setting
21 forth the amount the Debtor asserts is required to be paid pursuant to Section 365(b)(1) of the
22 Bankruptcy Code in connection with the Debtor’s assumption of any Executory Contract.

23 1.1.70. ~~1.1.56.~~ “**Executory Contract Rejection Schedule**” means a schedule that
24 may be, but is not required to be, filed by the Debtor as part of the Plan Supplement, identifying any
25 Executory Contracts to be rejected by the Debtor as of the Effective Date of the Plan.

26 1.1.71. ~~1.1.57.~~ “**Exit Facility**” means the new senior secured lending facility that
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1 RCBO will enter into with the Exit Facility Lender on the Effective Date, the form of which shall
2 be included in the Plan Supplement.

3 1.1.72. ~~1.1.58.~~ “**Exit Facility Documents**” means the documents evidencing the
4 Exit Facility.

5 1.1.73. ~~1.1.59.~~ “**Exit Facility Lender**” means ~~the Roman Catholic Cemeteries of~~
6 ~~the Diocese of Oakland (“RCC”)~~, as the Entity financing the Exit Facility.

7 1.1.74. ~~1.1.60.~~ “**Fee Claim**” means a Claim under Sections 328, 330, 331, 503, or
8 1103 of the Bankruptcy Code for compensation of a Professional or other Entity for services
9 provided to the Debtor or Committee, or expenses incurred in the course of providing services to
10 the Estate, during the Chapter 11 Case.

11 1.1.75. ~~1.1.61.~~ “**File**,” “**Filed**,” or “**Filing**” means file, filed, or filing with the
12 Bankruptcy Court in the Chapter 11 Case or in the District Court in the Coverage Action.

13 1.1.76. ~~1.1.62.~~ “**Final Decree**” means the decree contemplated under Bankruptcy
14 Rule 3022.

15 1.1.77. “**Final Determination**” shall have the meaning ascribed to such term in
16 Section 9.8.2 of this Plan.

17 1.1.78. “**Final Distribution**” shall have the meaning ascribed to such term in
18 Section 9.8.3.4 of this Plan.

19 1.1.79. ~~1.1.63.~~ “**Final Order**” means an order or judgment of the Bankruptcy
20 Court (or any other court) entered by the Bankruptcy Court (or any other court) on the docket in the
21 Chapter 11 Case (or the docket of such other court), which has not been reversed, stayed, modified,
22 amended, or vacated, and as to which: (a) the time to appeal, petition for *certiorari*, or move for a
23 new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for
24 *certiorari*, or motion for new trial, stay, reargument, or rehearing shall be pending, or (b) if an
25 appeal, writ of *certiorari*, new trial, stay, reargument, or rehearing thereof has been sought, such
26 order or judgment of the Bankruptcy Court (or other court) shall have been affirmed by the highest
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1 court to which such order was appealed, or *certiorari* shall have been denied, or a new trial, stay,
2 reargument, or rehearing shall have been denied or resulted in no modification of such order, and
3 the time to take any further appeal, petition for *certiorari*, or move for a new trial, stay, reargument,
4 or rehearing shall have expired, as a result of which such order shall have become final in accordance
5 with Bankruptcy Rule 8002; *provided, however*, that the possibility that a motion under Rule 60 of
6 the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be
7 filed relating to such order shall not cause an order not to be a Final Order.

8 1.1.80. “General Unsecured Claim” means an Unsecured Claim that is not an
9 Abuse Claim, Unknown Abuse Claim, or Non-Abuse Litigation Claim.

10 1.1.81. ~~1.1.64.~~ “Governmental Unit” shall have the meaning set forth in Section
11 101(27) of the Bankruptcy Code.

12 1.1.82. “Hand” means *Hand v. Farmers Ins. Exchange*, 23 Cal. App.4th 1847
13 (1994).

14 1.1.83. ~~1.1.65.~~ “Holder” means a Person or Entity with ownership or legal control
15 of a Claim, including without limitation an Abuse Claim.

16 1.1.84. ~~1.1.66.~~ “Immediate Payment” means a one-time irrevocable and
17 indefeasible distribution of \$50,000 paid to ~~the~~an Abuse Claimant with an Allowed Abuse Claim
18 who elects the Immediate Payment option from the Survivors’ Trust, ~~paid by the Survivors’ Trustee~~
19 without objection ~~as~~and on the terms and conditions set forth in ~~the~~this Plan ~~and to the exclusion of~~
20 ~~such Holder’s (a) right to any further distributions from the Survivors’ Trust and (b) right to pursue~~
21 ~~an Abuse Claim against any Non-Settling Insurers or other parties.~~

22 1.1.85. “Immediate Payment Election Deadline” shall have the meaning
23 ascribed to such term in Section 9.7 of this Plan.

24 1.1.86. “Immediate Payment Notice” means a notice to Holders of Abuse Claims
25 informing them of their right to elect the Immediate Payment, and which may be signed and returned
26 to the Survivors’ Trustee to indicate the election of a Holder to receive the Immediate Payment in

1 lieu of any further distributions.

2 1.1.87. ~~1.1.67.~~ **“Impaired”** means, with respect to a Class of Claims, a Class of
3 Claims that is not Unimpaired.

4 1.1.88. **“Initial Debtor Contribution”** shall have the meaning ascribed to such
5 term in Section 9.3.1 of this Plan.

6 1.1.89. **“Initial Determination”** shall have the meaning ascribed to such term in
7 Section 9.8.1 of this Plan.

8 1.1.90. **“Initial Distribution”** shall have the meaning ascribed to such term in
9 Section 9.8.3.2 of this Plan.

10 1.1.91. **“Initial RCWC Contribution”** shall have the meaning ascribed to such
11 term in Section 9.3.2.1 of this Plan.

12 1.1.92. **“Initial Reserve”** shall have the meaning ascribed to such term in Section
13 9.8.3.2 of this Plan.

14 1.1.93. ~~1.1.68.~~ **“Insurance Assignment”** means the transaction described in
15 Section 8.1 of the Plan, subject to the terms of the Plan, the Abuse Insurance Policies, and applicable
16 law.

17 ~~1.1.69. “Insurance Recoveries” means the rights to any proceeds of an Abuse~~
18 ~~Insurance Policy, whether pursuant to the policy outright, an Insurance Settlement Agreement, or a~~
19 ~~judgment, award, decree, or other court or administrative order.~~

20 1.1.94. **“Insurance Action”** means any Claim, Cause of Action, or right of the
21 Debtor or another Released Party, excluding a Settling Insurer, under the laws of any jurisdiction,
22 whether sounding in contract, tort, or otherwise (including equity and bad faith) against any Non-
23 Settling Insurer, including but not limited to Claims asserted in the Coverage Action, arising from
24 or related to: (a) any such Non-Settling Insurer’s failure to provide coverage or otherwise pay under
25 Abuse Insurance Coverage; (b) any conduct by any Non-Settling Insurer constituting “bad faith”
26 conduct that could give rise to extra-contractual damages, or other wrongful conduct under

1 applicable Law; (c) the refusal of any Non-Settling Insurer to compromise and settle any Abuse
2 Claim under or pursuant to any Abuse Insurance Policy; (d) indemnity and payment of any Abuse
3 Claim; (e) the interpretation or enforcement of the terms of any Abuse Insurance Policy with respect
4 to any Abuse Claim; or (f) any other Claims under, arising out of or relating to an Abuse Insurance
5 Policy or Abuse Insurance Coverage, including Claims asserted in the Insurance Coverage Action.
6 The term “Insurance Action” includes any *Claims against a Non-Settling Insurer* for reimbursement
7 of all unpaid defense costs or related expenses under any Non-Settling Insurer’s Abuse Insurance
8 Policy incurred by the Debtor; provided that the Debtor shall not be required to pay over to the
9 Survivors’ Trust any reimbursement of defense costs or related expenses received by the Debtor
10 from an Insurer prior to the Effective Date. *For the avoidance of doubt*, no Claim, Cause of Action,
11 or right of the Debtor or another Released Party, excluding a Settling Insurer, against any Settling
12 Insurer shall be deemed an Insurance Action.

13 1.1.95. “**Insurance and Benefit Reserves**” means funds held as reserves for or
14 otherwise for funding of the Debtor’s insurance premium and self-insurance obligations and
15 employee benefit obligations, including funds held in the following accounts, as defined in the
16 *Debtor’s Motion for Interim and Final Orders Authorizing the Debtor to (I) (A) Continue Existing*
17 *Cash Management System, (B) Honor Certain Prepetition Obligations Related to the Use Thereof,*
18 *(C) Continue Intercompany Arrangements, (D) Maintain Existing Bank Accounts and Business*
19 *Forms, and (E) Continue Use of Existing Credit Card Accounts; and (II) Waive Certain*
20 *Requirements of 11 U.S.C. § 345(b)* [Docket No. 16]: (i) the Restricted FSA Account, (ii) Restricted
21 Benefit Plans Account, (iii) Restricted WC/Package Insurance Account, (iv) and Restricted SIR
22 Imprest Account.

23 1.1.96. “**Insurance Recoveries**” means the rights to any proceeds, including any
24 interest or income earned thereon, and other relief, from (a) any award, judgment, relief, or other
25 determination entered or made as to any Insurance Action, including regarding any Causes of Action
26 related to or arising in connection with any Insurance Actions; (b) any amounts payable by an Insurer

1 under any settlement agreement with the Debtor, a Released Party or a Settling Insurer regarding
2 Insurance Actions; and (c) any proceeds of any Abuse Insurance Policy payable to the Debtor, a
3 Released Party or a Settling Insurer regarding Insurance Actions; provided that Insurance
4 Recoveries shall not include (y) defense costs and related expenses paid to the Debtor by any Insurer
5 pursuant to an Abuse Insurance Policy prior to the Effective Date and (z) recoveries of an Insurer
6 under any agreement or contract providing reinsurance to the Insurer.

7 1.1.97. ~~1.1.70.~~ “Insurance Settlement Agreement” means any settlement
8 agreement ~~between~~among (i) the Debtor and any Settling Insurer, if executed and approved by a
9 Final, ~~non-appealable~~ Order of the Bankruptcy Court before the Effective Date, or (ii) the
10 Survivors’ Trust and any Settling Insurer, if executed after the Effective Date.

11 1.1.98. ~~1.1.71.~~ “Insurers” means the defendants in the Coverage Action. ~~For the~~
12 ~~avoidance of doubt, this term, whether or not qualified with “Settling” or “Non-Settling,” shall~~
13 ~~include the California Insurance Guarantee Association.~~

14 1.1.99. “Lien” means any mortgage, pledge, deed of trust, assessment, security
15 interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, including any
16 “lien” as defined in Section 101(37) of the Bankruptcy Code, or a conditional sale contract, title
17 retention contract or other contract to give any of the foregoing.

18 1.1.100. “Litigation Claim” means a Trust Claim whose Holder elects the
19 Litigation Option.

20 1.1.101. “Litigation Claim Award” means a judgment or verdict determining that
21 the Debtor and/or any Released Party is/are liable to a Litigation Claimant on account of a Litigation
22 Claim.

23 1.1.102. “Litigation Claimant” means a Trust Claimant who has elected the
24 Litigation Option.

25 1.1.103. “Litigation Option” means a Trust Claimant’s election to pursue a
26 Litigation Claim.

1 1.1.104. “Litigation Option Notice” shall have the meaning ascribed to such term
2 in Section 9.8.4 of this Plan.

3 1.1.105. “Livermore Option” shall have the meaning ascribed to such term in
4 Section 9.3.4 of this Plan.

5 1.1.106. “Livermore Property” means the real property owned by Adventus
6 having a street address of 3658 Las Colinas Road, Livermore, California, and bearing the legal
7 description set forth on Schedule 1.1.106 attached hereto.

8 1.1.107. ~~1.1.72.~~ “Mediators” means, individually and collectively: (i) the
9 Honorable Christopher Sontchi (Ret.), Sontchi, LLC; (ii) Jeffrey Krivis, Mediation Offices of
10 Jeffrey Krivis; (iii) Timothy Gallagher, The Gallagher Law Group; and (iv) the Honorable Randall
11 J. Newsome (Ret.), Randall Newsome ADR.

12 1.1.108. “Non-Abuse Claims” means all Claims pending against the Debtor
13 asserting Causes of Action unrelated to Abuse, including Non-Abuse Litigation Claims.

14 1.1.109. ~~1.1.73.~~ “Non-Abuse Litigation Claims” means Claims arising out of
15 litigation pending against the Debtor prior to the Petition Date asserting Causes of Action unrelated
16 to Abuse or based on asserted personal injury occurred prior to the Petition Date and unrelated to
17 Abuse.

18 1.1.110. ~~1.1.74.~~ “Non-Abuse Litigation Reserve” means the Cash reserve to be
19 established by the Reorganized Debtor pursuant to Section 12.7.2 of the Plan to pay Non-Abuse
20 Litigation Claims.

21 1.1.111. ~~1.1.75.~~ “Non-Debtor Catholic Entity” means any of the following: RCC,
22 RCWC, the Oakland Parochial Fund, ~~Roman Catholic Welfare Corporation of Oakland (or any~~
23 ~~school it managed, manages, operated or operates) (“RCWC”)~~, Lumen Christi Academies of the
24 Roman Catholic Diocese of Oakland, ~~The Catholic Cathedral Corporation of the East Bay~~
25 ~~(“CCCEB”)~~, The Oakland Society for the Propagation of the Faith, Catholic Charities of the
26 Diocese of Oakland, Inc. (d/b/a Catholic Charities of the East Bay), Catholic Church Support
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1 Services (d/b/a Catholic Management Services), Furrer Properties, Inc., Adventus, Catholic
2 Foundation for the Diocese of Oakland, Christ the Light Cathedral Corporation, or any religious
3 order.

4 1.1.112. ~~1.1.76.~~ “**Non-Settling Insurer**” means any ~~defendant in the Coverage~~
5 ~~Action that is not a Settling~~ insurer who issued a Non-Settling Insurer Policy who has not executed
6 a final and binding Insurance Settlement Agreement.

7 1.1.113. ~~1.1.77.~~ “**Non-Settling Insurer Policy**” means any Abuse Insurance Policy
8 issued by a Non-Settling Insurer.

9 ~~1.1.78. “Opt-Out Abuse Claim” means any Abuse Claim against a Contributing~~
10 ~~Non-Debtor Catholic Entity for which the Holder of such Abuse Claim either (i) pursuant to~~
11 ~~Section 6.2 of the Plan, timely returned a Ballot in which the Holder affirmatively opted out of the~~
12 ~~releases provided by the Plan by checking the appropriate box on such Ballot or (ii) did not timely~~
13 ~~return a Ballot.~~

14 1.1.114. “**Payment Obligations**” shall have the meaning ascribed to such term in
15 Section 8.4 of this Plan.

16 1.1.115. ~~1.1.79.~~ “**Person**” shall have the meaning set forth in Section 101(41) of the
17 Bankruptcy Code.

18 1.1.116. ~~1.1.80.~~ “**Petition Date**” means May 8, 2023, the date on which the Chapter
19 11 Case commenced in the Bankruptcy Court.

20 1.1.117. “**Plan**” shall have the meaning ascribed to such term in the Introduction
21 Section hereof.

22 1.1.118. ~~1.1.81.~~ “**Plan Documents**” means this Plan, the Plan Supplement, all
23 appendices and exhibits to the forgoing, the CCCEB Settlement Documents, the Survivors’ Trust
24 Documents, the Confirmation Order, and any other documents created, executed, or entered into
25 pursuant to the Plan.

26 1.1.119. “**Plan Payment Period**” shall have the meaning ascribed to such term in

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. ~~1.1.82.~~ “Plan Supplement” means the compilation of documents and
9 forms of documents, schedules, and exhibits to the Plan (as amended, supplemented, or modified
10 from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy
11 Rules), to be Filed no later than ~~fiveten~~ (510) Business Days before the ~~Voting~~ deadline for filing
12 objections to confirmation of the Plan or such other date as may be set by the Bankruptcy Court,
13 and additional documents or amendments to previously Filed documents, Filed before the Effective
14 Date as amendments to the Plan Supplement, including without limitation the following: (a) the Exit
15 Facility Documents, (b) the Executory Contract Cure Schedule ~~of Assumed Executory Contracts~~
16 ~~and Unexpired Leases~~, (c) the Executory Contract Rejection Schedule, (d) the CCCEB Settlement
17 Documents, ~~(d) the form of the Survivors’ Trust Agreement, and (e) the form of the Survivors’ Trust~~
18 Agreement, (f) the form of the Survivors’ Trust Distribution Plan, (g) the form of the RCWC
19 Release, (h) the form of the RCWC Escrow Agreement and (i) the form of the Immediate Payment
20 Notice.

21 1.1.122. ~~1.1.83.~~ “Post-Confirmation Notice List” means the list of Persons or
22 Entities to receive notice of matters after the Confirmation Date, specifically: (a) the Reorganized
23 Debtor; (b) the Survivors’ Trustee; (c) the Office of the United States Trustee; (d) Persons against
24 whom relief is sought; and (e) Persons who request notice of such matters through a written request
25 that is filed with the Bankruptcy Court and served on the Debtor not earlier than the Confirmation
26 Date.

1 1.1.123. “Post-Effective Date Insurance Settlement” shall have the meaning
2 ascribed to such term in Section 9.2.8 of this Plan.

3 1.1.124. “Preliminary Abuse Claim Allowance Deadline” means the date that is
4 sixty (60) days following the Effective Date, or if such date is not a Business Day, then the next
5 Business Day thereafter.

6 1.1.125. ~~1.1.84.~~ “**Priest Long-Term Care Plan**” means the long-term care plan
7 maintained by the Debtor for priests employed by the Debtor, Churches, and Non-Debtor Catholic
8 Entities.

9 1.1.126. ~~1.1.85.~~ “**Priority Tax Claim**” means any Claim of a Governmental Unit
10 under Section 507(a)(8) of the Bankruptcy Code.

11 1.1.127. ~~1.1.86.~~ “**Priority Unsecured Claim**” means any Claim against the Debtor
12 that is entitled to priority in right of payment under Section 507(a) of the Bankruptcy Code, other
13 than an Administrative Expense Claim or a Priority Tax Claim.

14 1.1.128. “**Privileged Communications**” shall have the meaning ascribed to such
15 term in Section 8.6 of this Plan.

16 1.1.129. ~~1.1.87.~~ “**Professional**” means any Person or Entity employed by the

17 Debtor, the Committee, or the Estate in the Chapter 11 Case under Sections 327 or 1103 of the

18 Bankruptcy Code, any of the Mediators, or any Person or Entity seeking compensation or

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

20 1.1.130. ~~1.1.88.~~ “**Proof of Claim**” means a Claim, along with any supporting
21 documentation, Filed against the Debtor in the Chapter 11 Case.

22 1.1.131. “**RCBO**” shall have the meaning ascribed to such term in the Introduction
23 Section hereof.

24 1.1.132. “**RCC**” means *the Roman Catholic Cemeteries of the Diocese of Oakland,*
25 a non-profit religious corporation, separate and distinct from RCBO.

26 1.1.133. “**RCC Pre-Petition Loan Documents**” means the documents
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1 documenting RCC's prepetition Secured Claim.

2 1.1.134. "RCWC" means the *Roman Catholic Welfare Corporation of Oakland*, a
3 non-profit religious corporation, separate and distinct from RCBO. This definition includes any
4 school RCWC managed, manages, administered, administers, operated, or operates.

5 1.1.135. "RCWC Claimant" shall have the meaning ascribed to such term in
6 Section 9.3.2.5 of this Plan.

7 1.1.136. "RCWC Escrow" means an escrow account administered pursuant to the
8 terms of the RCWC Escrow Agreement by a third-party escrow agent who shall be identified in the
9 RCWC Escrow Agreement (the "RCWC Escrow Agent"). For the avoidance of doubt, the RCWC
10 Escrow Agent shall not be a Non-Debtor Catholic Entity.

11 1.1.137. "RCWC Escrow Agreement" means an escrow agreement between
12 RCWC, the Survivors' Trustee, and the RCWC Escrow Agent, which shall be in substantially the
13 form Filed with the Plan Supplement.

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

22 1.1.139. ~~1.1.89.~~ "Rejection Claim" means a Claim for rejection damages arising
23 out of the rejection of an Executory Contract or Unexpired Lease by the Debtor, whether the
24 rejection occurs through an order of the Bankruptcy Court approving a motion to reject an Executory
25 Contract or Unexpired Lease or through confirmation of this Plan or any other chapter 11 plan.

26 1.1.140. ~~1.1.90.~~ "Rejection Claims Bar Date" means, as to a particular Rejection

1 Claim, the date that is the earlier of (a) sixty (60) calendar days following the entry of an order
2 rejecting an Executory Contract or Unexpired Lease, the rejection of which gave rise to the
3 Rejection Claim, or (b) thirty (30) days after entry of the Confirmation Order.

4 1.1.141. ~~1.1.91.~~ “Released Parties” means collectively: (a) the Debtor, (b) the
5 Reorganized Debtor, (c) the Churches, none of whom are separately incorporated from the Debtor
6 and whose releases under the Plan shall be one and the same as, and not separate from or in addition
7 to, the releases of the Debtor and Reorganized Debtor; and (d) ~~the Contributing Non-Debtor Catholic~~
8 ~~Entities, but each only as to the Abuse Claims for which it receives a Release under Section 13.9 of~~
9 ~~the Plan, and (e)~~ with respect to each of the foregoing Persons and Entities in clauses (a) through
10 ~~(d)~~, such Person and their, or such Entity and its, current and former directors, managers, officers,
11 employees, predecessors, successors, assigns, managed accounts or funds, agents, advisory board
12 members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, and
13 other professionals; *provided, however*, this term expressly excludes (i) any Person accused of
14 committing a physical act of Abuse upon an Abuse Claimant or their predecessor(s)-in-interest, (ii)
15 any Non-Debtor Catholic Entity ~~that is not a Contributing Non-Debtor Catholic Entity~~ (except that
16 RCWC may receive the RCWC Release pursuant to Section 9.3.2 of the Plan) , and (iii) any Catholic
17 diocese or archdiocese other than the Debtor or Reorganized Debtor. For the avoidance of doubt,
18 RCWC shall not be deemed a Released Party hereunder, because each RCWC Release will be
19 governed by its terms.

20 1.1.142. “Released RCWC Claims” means Abuse Claims the Holders of which
21 have executed RCWC Releases and such Abuse Claims have been released pursuant to the terms
22 hereof.

23 1.1.143. ~~1.1.92.~~ “Releases” means the release of any Claim or Cause of Action in
24 favor of Released Parties as set forth in Section ~~13.9~~ 13.8 of the Plan given by the persons or entities
25 listed in subparagraphs (a) through ~~(e)~~ of this Section of the Plan (collectively, the “**Releasing**
26 **Parties**”): (a) the Released Parties; and (b) ~~all Holders of Class 4 Abuse Claims or Class 5 Unknown~~

1 ~~Abuse Claims that timely return a Ballot but do not affirmatively opt out of the releases provided~~
2 ~~by the Plan by checking the appropriate box on the Ballot indicating that they opt not to grant the~~
3 ~~releases provided in the Plan; and (c)~~-with respect to each of the foregoing Persons and Entities in
4 ~~clauses~~clause (a) ~~and (b)~~, such Person and their, or such Entity and its, current and former directors,
5 managers, officers, employees, equity holders (regardless of whether such interests are held directly
6 or indirectly), interest holders, predecessors, successors, and assigns, subsidiaries, affiliates,
7 managed accounts or funds, and each of their respective current and former equity holders, officers,
8 directors, managers, principals, shareholders, members, management companies, fund advisors,
9 employees, agents, advisory board members, financial advisors, partners, attorneys, accountants,
10 investment bankers, consultants, representatives, and other professionals. For the avoidance of
11 doubt, (i) "Releasing Parties" excludes Non-Settling Insurers and (ii) Non-Settling Insurers are not
12 giving any Releases to Released Parties under the Plan.

13 1.1.144. ~~1.1.93.~~ "**Reorganized Debtor**" means the Debtor upon the occurrence of
14 the Effective Date and thereafter.

15 ~~1.1.94. "Reserved Amount" means, as to each Holder of a Trust Claim who elects~~
16 ~~the Litigation Option pursuant to Section 9.8.4 hereof, the amount of Cash the Survivors' Trustee~~
17 ~~holds in reserve on account of such Holder's Trust Claim pending the resolution of the Abuse Claim~~
18 ~~Litigation commenced by such Holder.~~

19 1.1.145. "Restricted Assets Adversary Proceeding" means the adversary
20 proceeding captioned *The Official Committee of Unsecured Creditors of the Roman Catholic Bishop*
21 *of Oakland v. The Roman Catholic Bishop of Oakland (In re: The Roman Catholic Bishop of*
22 *Oakland)*, Adv. Pro. No. 24-04051 (Bankr. N.D. Cal.).

23 1.1.146. "Review Determination" shall have the meaning ascribed to such term in
24 Section 9.8.2 of this Plan.

25 1.1.147. ~~1.1.95.~~ "**Schedules**" means, to the extent required, the schedules of assets
26 and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial

1 affairs Filed by the Debtor under Section 521 of the Bankruptcy Code, as the same may have been
2 amended, modified, or supplemented from time to time.

3 1.1.148. ~~1.1.96.~~ “**Secured**” means, when referring to a Claim, a Claim: (a) secured
4 by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and
5 enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject
6 to setoff pursuant to Section 553 of the Bankruptcy Code, to the extent of the value of the Creditor’s
7 interest in an Estate’s interest in such property or to the extent of the amount subject to setoff, as
8 applicable, as determined pursuant to Section 506(a) of the Bankruptcy Code; or (b) otherwise
9 Allowed by the Plan as a Secured Claim.

10 1.1.149. ~~1.1.97.~~ “**SERP**” means the Diocese of Oakland Priests Supplemental
11 Retirement Plan.

12 1.1.150. ~~1.1.98.~~ “**Settling Insurer**” means any ~~defendant in the Coverage~~
13 ~~Action~~ Insurer with whom (i) the Debtor ~~has executed~~ executes a settlement agreement ~~as of before~~
14 the Effective Date, or (ii) the Survivors’ Trust executes a settlement agreement on or after the
15 Effective Date.

16 1.1.151. ~~1.1.99.~~ “**Survivors’ Trust**” means the trust created for the benefit of the
17 Survivors’ Trust Beneficiaries in accordance with this Plan, the Confirmation Order, and the
18 Survivors’ Trust Agreement.

19 1.1.152. ~~1.1.100.~~ “**Survivors’ Trust Advisory Committee**” means the Entity
20 created under Section 9.1.3 of the Plan.

21 1.1.153. ~~1.1.101.~~ “**Survivors’ Trust Agreement**” means the agreement
22 establishing the Survivors’ Trust in conformity with the provisions of the Plan approved in the
23 Confirmation Order and entered into by the Reorganized Debtor on behalf of the Survivors’ Trust
24 Beneficiaries and the Survivors’ Trustee on the Effective Date, pursuant to the terms of the Plan. A
25 copy of the form of the Survivors’ Trust Agreement shall be Filed with the Plan Supplement.

26 1.1.154. ~~1.1.102.~~ “**Survivors’ Trust Assets**” means collectively, whether
27
28

1 contributed on or after the Effective Date, and including all proceeds thereof, (i) the Debtor Cash
2 Contribution, (ii) ~~all Non-Debtor Catholic Entity Contributions,~~ the RCWC Contribution (if any),
3 (iii) any proceeds of Insurance Settlement Agreements realized by the Debtor (before the Effective
4 Date) or the Survivors' Trust (after the Effective Date), ~~and~~ (iv) the Assigned Insurance Interests,
5 and (v) the Causes of Action asserted in the Restricted Assets Adversary Proceeding.

6 1.1.155. ~~1.1.103.~~ “Survivors’ Trust Beneficiaries” means Holders of Allowed
7 Class 4 and Class 5 Claims.

8 1.1.156. ~~1.1.104.~~ “Survivors’ Trust Distribution Plan” means the plan and
9 guidelines for distributing liquid assets of the Survivors' Trust to Abuse Claimants and Unknown
10 Abuse Claims, the form of which shall be filed with the Plan Supplement.

11 1.1.157. ~~1.1.105.~~ “Survivors’ Trust Documents” means all documents necessary
12 to establish and administer the Survivors' Trust, including without limitation the Survivors' Trust
13 Agreement and the Survivors' Trust Distribution Plan.

14 1.1.158. ~~1.1.106.~~ “Survivors’ Trustee” means the Person appointed by the
15 Bankruptcy Court as trustee of the Survivors' Trust in accordance with the terms of the Plan, the
16 order confirming the Plan, and the Survivors' Trust Documents, or any of their successors.

17 1.1.159. “Target Policy” means any Insurance Policy issued by a Non-Settling
18 Insurer that is alleged to afford insurance coverage for any Litigation Claim or whose carrier is
19 alleged to be a defendant in any Insurance Action.

20 1.1.160. ~~1.1.107.~~ “Tax Code” means the Internal Revenue Code of 1986, as
21 amended.

22 1.1.161. “Third Amended Disclosure Statement” means the Third Amended
23 Disclosure Statement for Debtor’s Third Amended Plan of Reorganization filed in the Chapter 11
24 Case at docket number 1874, including all exhibits and schedules thereto and references therein that
25 relate to the Plan.

26 1.1.162. “Treasury Regulations” has the meaning ascribed to such term in Section

1 [9.1.2 of this Plan.](#)

2 [1.1.163.](#) ~~1.1.108.~~ **“Trust Claimant”** means the Holder of a Trust Claim.

3 [1.1.164.](#) ~~1.1.109.~~ **“Trust Claims”** means the Abuse Claims of Holders who have
4 not elected to receive an Immediate Payment, which Claims shall be reviewed and allocated a
5 percentage of the Survivors’ Trust recovery pool based on numerical scaling factors (but not based
6 on alleged dollar value of the Claim) by the Abuse Claims Reviewer pursuant to the procedures set
7 forth in the Survivors’ Trust Documents.

8 [1.1.165.](#) **“Trust Collateral Property”** means real estate titled in the name of the
9 Debtor against which a Debtor Contribution Deed of Trust is recorded pursuant to Section 9.3.1.6
10 hereof.

11 [1.1.166.](#) ~~1.1.110.~~ **“U.S. Trustee”** means the Office of the United States Trustee for
12 Region 17, which includes the Northern District of California.

13 [1.1.167.](#) ~~1.1.111.~~ **“U.S. Trustee Fees”** means quarterly fees owed to the U.S.
14 Trustee under 28 U.S.C. § 1930(a)(6).

15 [1.1.168.](#) **“Unclassified Claims”** has the meaning ascribed to such term in Section
16 2.2 of this Plan.

17 [1.1.169.](#) ~~1.1.112.~~ **“Unexpired Lease”** means a lease of nonresidential real property
18 to which the Debtor is a party that is subject to assumption or rejection under Sections 365 or 1123
19 of the Bankruptcy Code.

20 [1.1.170.](#) ~~1.1.113.~~ **“Unimpaired”** means, with respect to a Class of Claims, a Claim
21 that is unimpaired within the meaning of Section 1124 of the Bankruptcy Code, including without
22 limitation through payment in full in Cash.

23 [1.1.171.](#) ~~1.1.114.~~ **“Unknown Abuse Claim”** means an Abuse Claim arising out of
24 an alleged act of sexual abuse that occurred on or before the Effective Date for which (a) no Proof
25 of Claim was Filed or deemed timely Filed on or before the Claims Bar Date, or (b) a Proof of Claim
26 was Filed after the Claims Bar Date or otherwise submitted to the Survivors’ Trustee, if such Abuse

1 Claim was not untimely under California state law (e.g. not discovered or reasonably discoverable
2 before the Claims Bar Date, or subject to a new law re-opening the claims window).

3 1.1.172. ~~1.1.115.~~ “**Unknown Abuse Claims Representative**” means the Person or
4 Entity appointed by the Bankruptcy Court to represent the interests of Holders of Unknown Abuse
5 Claims, including without limitation for actions to be taken on behalf of Holders of Unknown Abuse
6 Claims under this Plan.

7 1.1.173. ~~1.1.116.~~ “**Unknown Abuse Claims Reserve**” means the reserve
8 established on the Effective Date pursuant to the Survivors’ Trust Documents for the benefit of
9 Holders of Class 5 Claims.

10 1.1.174. ~~1.1.117.~~ “**Unsecured Claim**” means a Claim, including without limitation
11 an Abuse Claim or Unknown Abuse Claim, ~~that~~which is not an Administrative Claim, Fee Claim,
12 Priority Claim, Priority Tax Claim, or Secured Claim.

13 1.1.175. ~~1.1.118.~~ “**Voting Deadline**” means the date ~~that is fourteen (14) calendar~~
14 ~~days before the hearing on Confirmation of the~~established by the Bankruptcy Court by which ballots
15 to accept or reject this Plan must be filed.

16 1.2. ***Construction of Terms***

17 1.2.1. The singular of any of the foregoing definitions includes the plural and vice
18 versa where the context so requires, “includes” and “including” are not limiting, “may not” is
19 prohibitive and not permissive, and “or” is not exclusive.

20 1.2.2. A term used in the Plan, whether or not capitalized, that is not defined in
21 the Plan but that is used in the Bankruptcy Code, or the Bankruptcy Rules has the meaning assigned
22 to the term in the Bankruptcy Code or Bankruptcy Rules, as applicable.

23 1.2.3. The headings in the Plan are for convenience of reference only and shall
24 not limit or otherwise affect the provisions of the Plan.

25 1.3. ***Appendices and Plan Documents.***

1 All Plan Documents and appendices to the Plan are incorporated into this Plan by reference
2 and are a part of this Plan as if set forth in full herein. The documents contained in the exhibits and
3 the Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Confirmation Order.
4 Holders of Claims or their counsel may inspect a copy of the Plan Documents, once filed, in the
5 Office of the Clerk of the Bankruptcy Court during normal business hours, or may obtain a copy of
6 the Plan Documents by sending a written request to the following email address:

7 ~~RCBOInfo@veritaglobal.com~~ RCBOInfo@veritaglobal.com.

8 ~~ARTICLE II~~ ARTICLE II

9 **SUMMARY OF CLASSIFICATION OF CLAIMS**

10 2.1. *Claims Provided for Herein.* Various types of Claims are defined or described in
11 this Plan. This Plan is intended to deal with all Claims against the Debtor or property of the Debtor
12 or the Debtor's Estate of whatever character, whether or not with recourse, contingent or ~~non-~~
13 ~~contingent~~ non- contingent, liquidated or unliquidated, and whether or not previously Allowed by
14 the Bankruptcy Court pursuant to Section 502 of the Bankruptcy Code, which arise in any manner
15 or from any event or circumstance arising before the Effective Date. However, only those Claims
16 Allowed pursuant to Section 502 of the Bankruptcy Code will receive any distribution under this
17 Plan. All Claims against the Debtor will be discharged without any distribution, recovery, recourse,
18 or residual interest or right to the extent not expressly included in any Class or otherwise provided
19 any treatment hereunder.

20 ~~2.2. Unclassified Claims~~ Unclassified Claims. All Claims except Administrative Expense
21 Claims, Priority Tax Claims, Fee Claims, U.S. Trustee Fee Claims, and Cure Claims (collectively,
22 the "Unclassified Claims") are placed in the Classes listed in this Article II. In accordance with
23 Section 1123(a)(1) of the Bankruptcy Code, the Unclassified Claims, as described in Article III of
24 this Plan, have not been classified and thus are excluded from the Classes summarized in Section
25 2.3 and Article IV of the Plan.

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

Class	Class Description	Status	Voting Rights
Class 1	RCC Secured Claim	Unimpaired <u>Impaired</u>	Non-voting Deemed to accept <u>Eligible to vote</u>
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

~~ARTICLE III~~ ARTICLE III

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

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

3.1. *Administrative Expense Claims*

3.1.1. ~~3.1.1~~ *Treatment of Administrative Expense Claims*. Except to the extent a Holder of an Allowed Administrative Expense Claim agrees to less favorable treatment with respect to such Allowed Administrative Expense Claim, each Holder of an Allowed Administrative Expense Claim shall receive, on account of and in full and complete settlement, release and

1 discharge of, and in exchange for, such Claim, payment of Cash in an amount equal to such Allowed
2 Administrative Expense Claim on or as soon as reasonably practicable after the later of: (a) the
3 Effective Date; (b) the first Business Day after the date that is thirty (30) calendar days after the date
4 such Administrative Expense Claim becomes an Allowed Administrative Expense Claim; (c) such
5 other date(s) as such Holder and the Debtor or the Reorganized Debtor shall have agreed; or (d)
6 such other date ordered by the Bankruptcy Court; *provided, however*, Allowed Administrative
7 Expense Claims arising in the ordinary course of the Debtor's operations during the Chapter 11 Case
8 may be paid by the Debtor or the Reorganized Debtor (as applicable) in the ordinary course of
9 business and in accordance with the terms and conditions of the particular agreements governing
10 such obligations, course of dealing, course of operations, or customary practice.

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

25 3.2. ***Priority Tax Claims.*** The legal and equitable rights of Holders of Priority Tax
26 Claims are Unimpaired under the Plan. Except to the extent a Holder of an Allowed Priority Tax
27

1 Claim agrees to less favorable treatment, each Holder of an Allowed Priority Tax Claim shall receive
2 on account of and in full and complete settlement, release and discharge of, and in exchange for,
3 such Allowed Priority Tax Claim, Cash in an amount equal to such Allowed Priority Tax Claim on,
4 or as soon thereafter as is reasonably practicable, the later of: (a) the Effective Date, to the extent
5 such Claim is an Allowed Priority Tax Claim on the Effective Date; (b) the first Business Day after
6 the date that is thirty (30) days after the date such Priority Tax Claim becomes an Allowed Priority
7 Tax Claim; and (c) the date such Allowed Priority Tax Claim is due and payable in the ordinary
8 course as such obligation becomes due; *provided, however*, that the Debtor and Reorganized Debtor
9 each reserves the right to prepay all or a portion of any such amounts at any time under this option
10 without penalty or premium.

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

1 *Fee Applications Filed by Estate Professionals* [~~Docket~~Dkt. No. 1122] entered in the Chapter 11
2 Case, including any subsequent amendments.

3 ~~3.4. Cure Claims~~Cure Claims. Cure Claims shall be paid in full in accordance with, and at
4 such times as are set forth in, Section 7.2 of the Plan.

5 3.5. *United States Trustee Fees*. To the extent any U.S. Trustee Fees have become due
6 before the Effective Date and have not previously been paid, then such fees shall be paid pursuant
7 to 11 U.S.C. § 1129(a)(12) and 28 U.S.C. § 1930. Any U.S. Trustee Fees relating to the period from
8 and after the Effective Date shall be paid as provided in Section ~~12.8.4~~12.9.4 of the Plan.

9 ~~ARTICLE IV~~ARTICLE IV

10 **TREATMENT OF CLASSIFIED CLAIMS**

11 4.1. *Class 1 – Secured Claim of RCC*

12 4.1.1. ~~4.1.1-Description~~. Class 1 shall consist of the Allowed Secured Claim of
13 RCC.

14 4.1.2. ~~4.1.2-Treatment~~. Except to the extent RCC agrees to less favorable
15 treatment of its Claim, in full and final satisfaction, settlement, release, and discharge of and in
16 exchange for its Allowed Secured Claim, RCC shall receive ~~reinstatement under Section 1124 of~~
17 ~~the Bankruptcy Code~~, payment in full of the amount of its Allowed Secured Claim pursuant to the
18 terms of the RCC Prepetition Loan Documents, provided that (a) *the Debtor or Reorganized Debtor,*
19 as appropriate, shall not be required to pay default interest, late payment fees, or any equivalent
20 penalty or fee based non-payment of any principal payments that were due on or before the Effective
21 Due; and (b) the amount of all principal payments that were due prior to the Effective Date and
22 remain unpaid as of the Effective Date shall be amortized over the remaining term of the loan under
23 the RCC Prepetition Loan Documents.

24 4.1.3. ~~4.1.3-Impairment and Voting~~. Class 1 is ~~Unimpaired~~Impaired under the
25 Plan. Unless otherwise ordered by the Bankruptcy Court, each Holder of a Class 1 Claim is
26 ~~conclusively presumed to have accepted the Plan under Section 1126(f) of the Bankruptcy Code and~~

1 ~~is not~~ entitled to vote ~~on~~to accept or reject the Plan.

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

3 4.2.1. ~~4.2.1-Description.~~ Class 2 shall consist of all Allowed Priority Unsecured
4 Claims, other than non-classified claims set forth in Article III.

5 4.2.2. ~~4.2.2-Treatment.~~ Except to the extent a Holder of an Allowed Priority
6 Unsecured Claim agrees to less favorable treatment of such Claim, in full and final satisfaction,
7 settlement, release, and discharge of and in exchange for such Allowed Priority Unsecured Claim,
8 each such Holder shall receive payment in Cash in an amount equal to such Allowed Priority
9 Unsecured Claim, payable on or as soon as reasonably practicable after the later of (a) the Effective
10 Date, (b) the date when such Priority Unsecured Claim becomes an Allowed Priority Unsecured
11 Claim, or (c) the date on which the Holder of such Priority Unsecured Claim and the Debtor or
12 Reorganized Debtor, as applicable, shall otherwise agree in writing.

13 4.2.3. ~~4.2.3-Impairment and Voting.~~ Class 2 is Unimpaired under the Plan. Each
14 Holder of a Class 2 Claim is conclusively presumed to have accepted the Plan under Section 1126(f)
15 of the Bankruptcy Code and ~~is~~was not entitled to vote on the Plan.

16 4.3. ***Class 3 – General Unsecured Claims***

17 4.3.1. ~~4.3.1-Description.~~ Class 3 shall consist of all Allowed General Unsecured
18 Claims. Class 3 does not include Abuse Claims.

19 4.3.2. ~~4.3.2-Treatment.~~ Except to the extent a Holder of an Allowed General
20 Unsecured Claim (including an Allowed Rejection Claim) agrees to less favorable treatment, in full
21 and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed
22 General Unsecured Claim, each such Holder shall receive payment in Cash ~~from the general~~
23 ~~operating revenues of the Reorganized Debtor~~ in an amount equal to such Allowed General
24 Unsecured Claim, payable no later than the later of (a) the date that is one year after the Effective
25 Date, (b) the date that is twenty-one (21) days after the date ~~when~~ such General Unsecured Claim
26 becomes an Allowed General Unsecured Claim, or (c) the date on which the Holder of such General
27

1 Unsecured Claim and the Reorganized Debtor shall otherwise agree in writing.

2 ~~4.3.3. 4.3.3~~ *Impairment and Voting*. Class 3 is Impaired under the Plan. Unless
3 otherwise ordered by the Bankruptcy Court, each Holder of a Class 3 Claim is entitled to vote to
4 accept or reject the Plan.

5 4.4. ***Class 4 – Abuse Claims***

6 ~~4.4.1. 4.4.1~~ *Description*. Class 4 shall consist of all Allowed Abuse Claims, other
7 than Unknown Abuse Claims.

8 ~~4.4.2. 4.4.2~~ *Treatment*. This Plan creates the Survivors’ Trust to fund payments
9 to Holders of Allowed Abuse Claims entitled to such payments under the Plan and the Survivors’
10 Trust Documents. Except to the extent a Holder of an Allowed Abuse Claim agrees to less favorable
11 treatment of such Claim, in full and final satisfaction, settlement, release, and discharge of and in
12 exchange for such Allowed Abuse Claim, each such Holder shall receive their allocable share of the
13 Survivors’ Trust Assets at the time and in the manner set forth in Articles VIII and IX hereof and
14 the Survivors’ Trust Documents. It is intended that any payment on an Allowed Abuse Claim will
15 constitute payment for damages on account of personal physical injuries or sickness arising from an
16 occurrence, within the meaning of Section 104(a)(2) of the Tax Code.

17 ~~4.4.3. 4.4.3~~ *Impairment and Voting*. Class 4 Claims are Impaired under the Plan.
18 Unless otherwise ordered by the Bankruptcy Court, each Holder of a Class 4 Claim is entitled to
19 vote to accept or reject the Plan.

20 4.5. ***Class 5 – Unknown Abuse Claims***

21 ~~4.5.1. 4.5.1~~ *Description*. Class 5 shall consist of all Allowed Unknown Abuse
22 Claims.

23 ~~4.5.2. 4.5.2~~ *Treatment*. The Unknown Abuse Claims Reserve shall be established
24 on the Effective Date pursuant to the Survivors’ Trust Documents. Except to the extent a Holder of
25 an Allowed Unknown Abuse Claim agrees to less favorable treatment of such Claim, in full and
26 final satisfaction, settlement, release, and discharge of and in exchange for such Allowed Unknown
27

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

6 4.5.3. ~~4.5.3~~ *Impairment and Voting.* Class 5 Claims are Impaired under the Plan.
7 Unless otherwise ordered by the Bankruptcy Court, the Unknown Abuse Claims Representative is
8 entitled to vote to accept or reject the Plan on behalf of all Holders of Class 5 Claims ~~and shall~~
9 ~~submit a single Ballot on behalf of all such Holders.~~

10 4.6. ***Class 6 – Non-Abuse Litigation Claims***

11 4.6.1. ~~4.6.1~~ *Description.* Class 6 shall consist of all Allowed Non-Abuse
12 Litigation Claims.

13 4.6.2. ~~4.6.2~~ *Treatment.* This Plan creates the Non-Abuse Litigation Reserve to
14 fund payments to Holders of Allowed Non-Abuse Litigation Claims in accordance with Section
15 12.7 of the Plan. Except to the extent a Holder of an Allowed Non-Abuse Litigation Claim agrees
16 to less favorable treatment of such Claim, in full and final satisfaction, settlement, release, and
17 discharge of and in exchange for such Allowed Non-Abuse Litigation Claim, each such Holder shall
18 receive their allocable share of the Non-Abuse Litigation Reserve.

19 4.6.3. ~~4.6.3~~ *Impairment and Voting.* Class 6 Claims are Impaired under the Plan.
20 Unless otherwise ordered by the Bankruptcy Court, each Holder of a Class 6 Claim is entitled to
21 vote to accept or reject the Plan.

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

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

25 4.7.2. ~~4.7.2~~ *Treatment.* ~~Any~~ To the extent RCWC is a Holder of a Class 7A
26 Claim ~~who is also a Contributing Non-Debtor Catholic Entity,~~ it shall be deemed to have waived its
27

1 Class 7A Claim against the Debtor, Reorganized Debtor, the Estate, the Survivors' Trust, and any
2 Settling Insurer in exchange for the ~~Release and Exculpation~~treatment provided by this Plan. Any
3 Holder of a Class 7A Claim ~~who is not a Contributing Non-Debtor Catholic Entity~~other than RCWC
4 shall have its Class 7A Claim Disallowed.

5 4.7.3. ~~4.7.3~~*Impairment and Voting.* Class 7A Claims are Impaired under the
6 Plan. Holders of Class 7A Claims shall not receive a distribution under this Plan and are therefore
7 deemed to reject the Plan.

8 4.8. ***Class 7B – Abuse Related Contribution Claims Related to Class 5 Claims***

9 4.8.1. ~~4.8.1~~*Description.* Class 7B shall consist of all Abuse Related Contribution
10 Claims against the Debtor arising out of a Class 5 Claim.

11 4.8.2. ~~4.8.2~~*Treatment.* ~~Any~~To the extent RCWC is a Holder of a Class 7B Claim
12 ~~who is also a Contributing Non-Debtor Catholic Entity,~~it shall be deemed to have waived its Class
13 7B Claim against the Debtor, Reorganized Debtor, the Estate, the Survivors' Trust, and any Settling
14 Insurer in exchange for the ~~Release and Exculpation~~treatment provided by this Plan. Any Holder
15 of a Class 7B Claim ~~who is not a Contributing Non-Debtor Catholic Entity~~other than RCWC shall
16 have its Class 7B Claim Disallowed.

17 4.8.3. ~~4.8.3~~*Impairment and Voting.* Class 7B Claims are Impaired under the
18 Plan. Holders of Class 7B Claims shall not receive a distribution under this Plan and are therefore
19 deemed to reject the Plan.

20 ~~ARTICLE V~~ARTICLE V

21 **DISPUTED CLAIMS AND CLAIM DISTRIBUTIONS**

22 ~~5.1. Single Claim~~Single Claim. Except as otherwise provided by this Plan, a Person that
23 holds multiple Allowed Claims based on the same indebtedness or obligation shall be deemed to
24 have only one Allowed Claim against the Estate in an amount equal to the largest of all such similar
25 Claims for the purposes of voting and distribution under the Plan.

26 5.2. ***Claims Objections.***

1 ~~5.2.1 Who May Object~~Who May Object. Subject to the terms of this Section 5.2 or
2 further order of the Bankruptcy Court, any party in interest shall be entitled to object to Non-Abuse
3 Claims to the extent permitted under Section 502(a) of the Bankruptcy Code, and the Holder of any
4 Non-Abuse Claim to which an objection is made is entitled to assert their defenses to such objection.

5 5.2.2 ~~5.2.2~~Objections to Abuse Claims. All parties in interest reserve the right
6 to object, in the Bankruptcy Court, to Abuse Claims pursuant to Section 502(a) of the Bankruptcy
7 Code, and Abuse Claimants ~~may~~ reserve their defenses to such objections. ~~All, provided, however,~~
8 that from and after the Effective Date, parties in interest other than the Survivors' Trustee, including
9 without limitation the Non-Settling Insurers, ~~reserve the right to~~may object to ~~any Proofs of~~
10 Claim Abuse Claims in the Bankruptcy Court only based on any applicable defense arising under
11 the Bankruptcy Code (including untimeliness and any injunction barring late or unfiled claims);
12 ~~provided, however,~~ and (i) any ~~determination~~determinations of the dollar amount of liability for
13 purposes other than Survivors' Trust Distributions, and any defense based upon non-bankruptcy
14 law, shall be made in a court of competent jurisdiction as determined under applicable non-
15 bankruptcy law, and (ii) all determinations regarding insurance coverage shall be made in a court of
16 competent jurisdiction or such other venue as the affected parties (including without limitation any
17 Non-Settling Insurer) may agree. ~~;~~ further provided, however, the Non-Settling Insurers shall be
18 entitled to defend against any Abuse Litigation Claim in the non-bankruptcy court system based
19 upon any of the objections that could otherwise have been asserted in the Chapter 11 Case. ~~;~~ as
20 provided in Sections 1.1.39 and 4.4 hereof and Articles VIII and IX hereof. For the avoidance of
21 doubt, any party in interest, including without limitation the Debtor and any Non-Settling Insurer,
22 may File an objection to any Abuse Claim before the Effective Date, and, the Survivors' Trustee
23 may object to Abuse Claims at any time in accordance with the Survivors' Trust Documents and on
24 any grounds permissible thereunder.

25 5.2.3 ~~5.2.3~~Time for Objections to Claims. The Reorganized Debtor ~~and the~~
26 ~~Survivors' Trust~~ may File an objection to any Non-Abuse Claim at any time through the closing of

1 the Chapter 11 Case. For all other parties in interest ~~except with respect to Non-Settling Insurers as~~
2 ~~set forth in Section 1.1.30~~, an objection to a Claim must be Filed on or before the Claims Objection
3 Deadline~~.,~~ provided that as set forth in Section ~~1.1.30~~1.32 hereof, the Claims Objection Deadline
4 does not apply to ~~the any~~ Non-Settling ~~Insurers~~Insurer who ~~agree~~agrees to defend against any Abuse
5 Claim Holder who elects the Litigation Option as set forth in Section 5.2.2 and Articles VIII and IX
6 hereof~~.,~~ as to such defense in the appropriate non-bankruptcy forum. For the avoidance of doubt,
7 the Claim Objection Deadline shall apply to any objection by a Non-Settling Insurer filed in the
8 Bankruptcy Court.

9 5.2.4. 5.2.4 ~~Disputed Claim.~~ Upon the filing of an objection to a Claim, the Claim
10 shall be a Disputed Claim.

11 5.3. *Treatment of Disputed Claims.* Until such time as some or all of an unliquidated
12 ~~Claim, contingent Claim, or unliquidated~~ or contingent ~~portion of a~~ Claim becomes Allowed or is
13 Disallowed, such Claim will be treated as a Disputed Claim for all purposes related to Plan
14 distributions. No distribution shall be made on account of any Disputed Claim unless and until all
15 objections to such Disputed Claim have been settled or withdrawn or have been determined by an
16 order which has become a non-appealable order, and the Disputed Claim has become an Allowed
17 Claim. In the event ~~that~~ Disputed Claims in Class 2 or Class 3 ~~are pending~~have not been Allowed
18 or Disallowed at the time of a distribution under the Plan, the Reorganized Debtor shall maintain a
19 reasonable reserve for such Disputed Claims. ~~No~~The Reorganized Debtor shall not make a
20 distribution of such reserved funds for a Disputed Claim ~~shall be made~~in Class 2 or Class 3 until
21 such Disputed Claim has been resolved by order of the Bankruptcy Court or compromise consistent
22 with the terms of the Plan and the Bankruptcy Code. Distributions for Disputed Claims in Class 4
23 or Class 5 shall be as provided in the Survivors' Trust Distribution Plan and/or other Survivors'
24 Trust Documents.

25 ~~5.4. Late-Filed Claims. Proofs of Claim~~Late Filed Claims. Any Claim for which the Bar
26 Date Order required a Proof a Claim to be submitted, but ~~which are not~~for which Claim no Proof of

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

13 ~~5.5. Claim Estimation~~Claim Estimation. To effectuate distributions pursuant to the Plan
14 and avoid undue delay in the administration of the Plan, upon and after the Effective Date the
15 Reorganized Debtor or the Survivors' Trustee, as applicable, shall have the right to seek an order of
16 the Bankruptcy Court pursuant to Section 502(c) of the Bankruptcy Code as to any Disputed Claim,
17 other than Class 4 or Class 5 Claims, estimating or limiting: (i) the amount that must be withheld
18 from or reserved for distribution purposes on account of such Disputed Claim, (ii) the amount of
19 such Claim for allowance or disallowance purposes, or (iii) the amount of such Claim for any other
20 purpose permitted under the Bankruptcy Code. Whether any such Claim is subject to estimation
21 pursuant to Section 502(c) of the Bankruptcy Code, and the timing and procedures for such
22 estimation proceedings, if any, shall be determined by the Bankruptcy Court pursuant to applicable
23 law.

24 5.6. ***No Distribution to Disallowed Claims.*** ~~Notwithstanding any provision herein to the~~
25 ~~contrary,~~ No distribution shall be made on account of any Claim which (i) is not an Allowed Claim
26 in whole or in part, or (ii) has otherwise been deemed or determined to be a Disallowed Claim.
27

1 **5.7. *Timing of Distributions to Allowed Claims.***

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

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

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

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

24 **5.10. *Delivery of Distributions.*** Distributions to Holders of Allowed Claims, other than
25 Class 4 or Class 5 Claims, will be sent to (i) the addresses set forth in any written notice of address
26 change delivered to the Debtor or the Reorganized Debtor after the date of any related Proof of
27

1 Claim; (ii) the address set forth on such Holder's Proof of Claim Filed with the [Bankruptcy](#) Court;
2 (iii) the address set forth on the Schedules, if no Proof of Claim has been filed and no notice of
3 change of address has been received; or (iv) the last known address reflected in the Debtor's books
4 and records. Distributions to Abuse Claimants and Unknown Abuse Claimants from the Survivors'
5 Trust Assets will be made in accordance with the Survivors' Trust Documents.

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

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

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

21 5.14. *Additional Terms Regarding Class 4 and Class 5 Claims*. Except as otherwise
22 provided herein, terms for resolution of and distribution in connection with Abuse Claims in Class
23 4 or Class 5 shall be as provided in the Survivors' Trust Documents. For the avoidance of doubt,
24 (i) any such Abuse Claimant shall not recover in the aggregate from the Survivors' Trust and any
25 Non-Settling Insurer an amount greater than the amount of the judgment issued by the applicable
26 court of competent jurisdiction on the underlying Abuse Claim, (ii) any such Abuse Claimant is not

1 barred by this Section 5.14 from seeking extracontractual damages under the holding of *Hand* ~~v.~~
2 ~~*Farmers Ins. Exchange*, 23 Cal. App.4th 1847 (1994) (“Hand”)~~, and (iii) all defenses and the rights
3 of any Non-Settling Insurer to oppose any such claim by an Abuse Claimant under *Hand* are fully
4 preserved, including that *Hand* is not a correct statement of applicable law and that it would not
5 apply to any such asserted claim.

6 ~~ARTICLE VI~~ **ARTICLE VI**

7 **VOTING ON THE PLAN**

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

15 ~~6.2. Option to Opt Out of Releases.~~ ~~The Ballot for each Holder of a Class 4 Claim and the~~
16 ~~Unknown Abuse Claims Representative on behalf of all Holders of Class 5 Claims shall include a~~
17 ~~section whereby such Holder may elect to opt out of the Releases provided under Section 13.9 of~~
18 ~~this Plan. Any Holder of a Claim who returns a Ballot on or before the Voting Deadline but does~~
19 ~~not affirmatively opt out of such Releases by checking the appropriate box on such Holder’s Ballot~~
20 ~~shall be deemed to have consented to and granted such Releases.~~

21 6.2. ~~6.3.~~ **Elimination of Vacant Classes**. Any Class of Claims that does not have a
22 Holder of an Allowed Claim or a Claim temporarily Allowed by the Bankruptcy Court for purposes
23 of voting as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for
24 purposes of voting to accept or reject the Plan and for purposes of determining acceptance or
25 rejection of the Plan by such Class pursuant to Section 1129(a)(8) of the Bankruptcy Code.

6.3. ~~6.4.~~ *Effect of Objections.* If an objection to a Claim is filed before the deadline established for voting on the Plan, the Holder of such Claim cannot vote and any Ballot submitted by such Holder shall not be counted unless the Bankruptcy Court, after notice and hearing, either overrules the objection or orders that the Claim be Allowed for voting purposes.

~~ARTICLE VII~~ **ARTICLE VII**

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

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

7.2. *Assumption of Contracts and Unexpired Leases.*

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

~~7.2.1.1 *Employee Benefits:*~~ Employee Benefits. On the Effective Date, all Assumed Employee Benefit Plans are deemed to be, and shall be treated as, Executory Contracts under this Plan, and shall be assumed as of the Effective Date. All outstanding payments which are accrued and unpaid as of the Effective Date pursuant to the Assumed Employee Benefit Plans shall be made by the Reorganized Debtor on the later of (i) the Effective Date, (ii) as soon as practicable thereafter, or (iii) when otherwise due under the applicable Assumed Employee Benefit Plan. Such assumption shall have the effect of curing and reinstating the rights of the employee beneficiaries, and shall result in the full release

1 and satisfaction of any Claims and Causes of Action against the Debtor or defaults by the
2 Debtor arising under any Assumed Employee Benefit Plan at any time before the Effective
3 Date. Any Proofs of Claim filed with respect to an Assumed Employee Benefit Plan shall
4 be deemed Disallowed Claims and expunged, without further notice to or action, order, or
5 approval of the Bankruptcy Court.

6 7.2.3. ~~7.2.1.2~~ *Assumption of Other Contracts.* — Except for any
7 Executory Contract: (i) previously rejected by order of the Bankruptcy Court, (ii) subject to
8 a pending motion to reject before the Bankruptcy Court, (iii) previously expired or
9 terminated pursuant to its own terms, or (iv) treated otherwise under this Plan, each
10 Executory Contract entered into by the Debtor prior to the Petition Date shall be assumed,
11 unless and except as otherwise provided in the Plan, Confirmation Order, or Insurance
12 Settlement Agreement.

13 7.2.4. Executory Contract Cure Schedule. If the Debtor assumes one or more
14 Executory Contracts (excluding the Assumed Employee Benefit Plans), the Debtor may, but shall
15 not be required to, file the Executory Contract Cure Schedule with the Plan Supplement.

16 7.2.5. ~~7.2.2~~ *Cure Amount and Payment.* As to each assumed Executory Contract,
17 unless an Assumption Objection is filed no later than the deadline set forth below, the cure amount
18 required under Section 365(b)(1) of the Bankruptcy Code shall be the amount set forth on the
19 Executory Contract Cure Schedule, as it may be amended from time to time prior to Confirmation,
20 or no payment if such Executory Contract is not listed on the Executory Contract Cure Schedule
21 (for the avoidance of doubt, unless a different amount is set forth on the Executory Contract Cure
22 Schedule, the Debtor contends that no cure payment is required). Such payment shall be made by
23 the Debtor in full in Cash on the later of the Effective Date or when any Assumption Objection
24 regarding the cure amount for the applicable Executory Contract is resolved by the Bankruptcy
25 Court, or on such other terms as the parties to each such Executory Contract may otherwise agree.

26 7.2.6. ~~7.2.3~~ *Objections to Assumption and Cure.* Any Person who (i) is a party to
27
28

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

12 **7.3. *Rejection of CCCEB Lease.*** In connection with and contingent upon the execution
13 of the CCCEB Settlement, the Unexpired Lease between the Debtor and CCCEB in effect as of the
14 Petition Date, together with any other contracts or agreements between the Debtor and CCCEB
15 related to use or possession of the Cathedral Property, shall be rejected as of the Effective Date.

16 **7.4. *Rejection of Contracts.***

17 7.4.1. ~~7.4.1~~ *Rejected Contracts.* Any Executory Contract or Unexpired Lease
18 ~~specifically identified~~ listed in the Executory Contract Rejection Schedule shall be rejected as of the
19 Effective Date. Entry of the Confirmation Order shall constitute the approval, pursuant to Section
20 365(a) of the Bankruptcy Code, of the rejection of such Executory Contracts and Unexpired Leases
21 pursuant to the provisions of the Plan.

22 7.4.2. ~~7.4.2~~ *Bar Date for Rejection Claims.* Any Claim arising out of the rejection
23 of an Executory Contract or Unexpired Lease shall be a Disallowed Claim and forever barred and
24 shall not be enforceable against the Debtor, the Reorganized Debtor, the Estate, or the Survivors'
25 Trust and shall not be entitled to any distribution under the Plan, unless a Proof of Claim for such
26 rejection Claim is filed and served on the Reorganized Debtor within twenty-one (21) days after the
27

1 later of (a) the entry of an order of the Bankruptcy Court approving the rejection of the Executory
2 Contract or Unexpired Lease or (b) the Confirmation Date; *provided* that nothing contained in this
3 Plan shall extend any deadline previously approved by the Bankruptcy Court for a Person to file a
4 Proof of Claim with respect to any Executory Contract or Unexpired Lease previously rejected in
5 the Chapter 11 Case.

6 7.4.3. ~~7.4.3~~ *Treatment of Rejection Claims.* Any Claim arising from the rejection
7 of an Executory Contract or Unexpired Lease shall be classified and treated as a Class 3 General
8 Unsecured Claim against the Debtor.

9 ~~ARTICLE VIII~~ ARTICLE VIII

10 **INSURANCE ASSIGNMENT AND OTHER INSURANCE MATTERS**

11 8.1. *The Insurance Assignment.* Subject to the rights of the Non-Settling Insurers set
12 forth herein, including Sections 8.2 and 8.3 of this Plan, in addition to the Debtor Cash Contribution
13 and contributions from ~~Contributing Non-Debtor Catholic Entities~~ RCWC being paid to the
14 Survivors' Trust through the RCWC Escrow, the Assigned Insurance Interests shall be
15 automatically and without further act or deed assigned and transferred to the Survivors' Trust on the
16 Effective Date (the "Insurance Assignment") and the Insurance Assignment shall become
17 effective. The Insurance Assignment shall not be construed as an assignment of the Non-Settling
18 Insurer Policies but rather an assignment of the Debtor's and RCWC's (but solely as to Released
19 RCWC Claims) rights and interests in the Non-Settling Insurer Policies for ~~the~~ Abuse Claimants
20 and the Survivors' Trust, as applicable, to directly receive proceeds and remedies for ~~Coverage~~
21 ~~Claims~~ Insurance Actions available under the Non-Settling Insurers' Abuse Insurance Policies,
22 notwithstanding any anti-assignment provision in or incorporated into any such Abuse Insurance
23 Policy. Any rights, claims, interests, and benefits of the Debtor in the Non-Settling Insurer Policies,
24 and any Claims of the Debtor against *the California Insurance Guarantee Association*, that are not
25 assignable as a matter of law shall be retained by the Debtor to the fullest extent possible under
26 applicable law. Upon the assignment of the Assigned Insurance Interests to the Survivors' Trust, an

1 Abuse ~~Claimants, and only such Holders,~~Claimant shall have the right to either (i) elect to receive
2 the Immediate Payment under Section 9.7 hereof, or (ii) receive a distribution of ~~their~~the Abuse
3 Claimant's individual allocable shares of contributions to the Survivors' Trust, pursue all available
4 insurance coverage and remedies for ~~Coverage-Claims~~Insurance Actions under the Non-Settling
5 Insurer Policies pursuant to, and in accordance with, applicable law and the terms of the Non-
6 Settling Insurer Policies, or both, all as set forth in Article IX hereof. Upon the assignment of the
7 Assigned Insurance Interests to the Survivors' Trust, recourse to the Released Parties shall be limited
8 to the Assigned Insurance Interests and any other rights or interests expressly granted to the
9 Survivors' Trust under this Plan. In furtherance of the Insurance Assignment:

10 8.1.1. The Insurance Assignment is made free and clear of all Claims, Liens,
11 encumbrances, or Causes of Action of any nature whatsoever pursuant to Section 363(f) of the
12 Bankruptcy Code, except for rights and defenses of the Non-Settling Insurers, including available
13 limits of liability for coverage of certain types of claims under one or more of the Abuse Insurance
14 Policies that may have been reduced by certain prepetition payments made by an Insurer under any
15 of the Abuse Insurance Policies.

16 8.1.2. The Survivors' Trust shall be solely responsible for satisfying, to the extent
17 required under applicable law or the Abuse Insurance Policies, any premiums, deductibles, ~~self-~~
18 ~~insured~~self-insured retentions, and fronting obligations arising in any way out of any and all Abuse
19 Claims.

20 8.1.3. Upon the effectiveness of the Insurance Assignment, the Survivors' Trust
21 shall have whatever obligations, if any, that exist under the Abuse Insurance Policies under
22 applicable law, including without limitation all notice obligations required under the Abuse
23 Insurance Policies and applicable law pertaining to Abuse Claims-; provided, however, that the
24 Survivors' Trust's assumption of such responsibility shall not relieve the Debtor, the Reorganized
25 Debtor or the Released Parties from their respective obligations under the Abuse Insurance Policies
26 as provided herein.

1 8.1.4. The Insurance Assignment is absolute upon entry of the Confirmation
2 Order, and conditioned upon the occurrence of the Effective Date, and requires no further action by
3 the Released Parties, the Survivors' Trust, the Bankruptcy Court, the Non-Settling Insurers, or any
4 other Entity.

5 8.1.5. The Insurance Assignment shall be governed by, and construed in
6 accordance with, the Bankruptcy Code and the laws of the state of California, without regard to
7 conflict of law principles.

8 8.1.6. Subject to the terms hereof, the Insurance Assignment shall be effective to
9 the maximum extent permissible under applicable law and the terms of the Abuse Insurance Policies.

10 8.2. ***Insurance Coverage for Abuse Claims.***

11 8.2.1. As set forth in Article IX of this Plan, Abuse Claimants who do not elect
12 to receive an Immediate Payment may ~~seek to have their claim satisfied by electing either (i) the~~
13 ~~Distribution Option (defined in Section 9.8.4 hereof), or (ii) for the purpose of recovering from one~~
14 ~~or more Non-Settling Insurers under their respective Insurance Policies,~~ elect the Litigation Option
15 (defined in Section 9.8.4 ~~hereof~~). ~~Absent agreement of the applicable Non-Settling Insurer(s),~~
16 ~~the herein~~). An Abuse Claimant may only litigate coverage of such Holder's Abuse Claim under the
17 Non-Settling Insurer's Abuse Insurance Policy(ies) by electing the Litigation Option. Only the
18 applicable Abuse Claimant may seek recovery for such Abuse Claim against a Non-Settling Insurer
19 pursuant to an Abuse Insurance Policy issued by such Non-Settling Insurer and the Insurance
20 Assignment to 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

1 under a pseudonym if the claimant's name has not been previously publicly identified, *provided* that
2 (i) the notice otherwise adequately identifies the relevant Claim including the case number for the
3 pending litigation and (ii) the claimant or his or her counsel notifies the Non-Settling Insurers of the
4 claimant's actual name). After the expiration of ninety (90) days following the filing of such written
5 statement, such Abuse Claimant may continue to pursue such Claim in a separate action filed in a
6 non-bankruptcy court of competent jurisdiction as determined by applicable law, solely to seek a
7 recovery from Abuse Insurance Policies. Affected Non-Settling Insurers shall have the right (and
8 the obligation, to the extent so provided under their respective Abuse Insurance Policy(ies)), to
9 defend such Claim, consistent with the terms of their Abuse Insurance Policies and applicable non-
10 bankruptcy law. Such affected Non-Settling Insurers are also granted leave to defend against Abuse
11 Claims and take other actions authorized in their respective Abuse Insurance Policies in response to
12 Abuse Claims, including paying settlements to which the affected Non-Settling Insurers agree or
13 any judgments. The Debtor (including the Estate and the Reorganized Debtor) and the Survivors'
14 Trust will cooperate in the defense of any such claim to the extent provided under the applicable
15 Abuse Insurance Policy or Policies and as requested by an affected Non-Settling Insurer. Nothing
16 in this Section 8.2.2 shall diminish or alter the rights of an Abuse Claimant who elects the Litigation
17 Option to receive a distribution from the Survivors' Trust pursuant to Section 9.8.4 herein.

18 8.2.3. If ~~the~~an Abuse Claimant elects the Litigation Option then, among other
19 things, ~~(i)~~ the rights of affected Non-Settling Insurers to defend or associate in the defense of such
20 Abuse ~~Claims~~Claim shall be fully preserved so that a Non-Settling Insurer who has offered to, or
21 has an obligation to, defend may do so, and ~~(2ii)~~ the rights of affected Non-Settling Insurers to assert
22 all rights, claims and coverage defenses ~~and issues~~ in any insurance recovery action (under Cal. Ins.
23 Code § 11580 or otherwise) shall also be fully preserved. In any such insurance recovery action
24 (under Cal. Ins. Code § 11580 or otherwise), Abuse Claimants shall have no greater or lesser rights
25 than the Debtor, including as to any findings of fact, conclusions of law, or rulings issued in
26 connection with the Coverage Action or any other coverage litigation between the Debtor or the

Survivors' Trust and any of the Insurers. ~~To the extent~~If any ~~applicable~~ Non-Settling Insurer elects not to defend an Abuse Claim in the non-bankruptcy court system after receiving proper notice and opportunity to do so, the Abuse Claimant shall be entitled to seek a default judgment against the Debtor as nominal party only, solely to allow such Abuse Claimant to then pursue insurance rights under Cal. Ins. Code § 11580 in accordance with the provisions in the Plan.

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

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

8.3.1. With respect to Non-Settling Insurers, nothing in the Plan, the Plan Documents, the Confirmation Order, or the Survivors' Trust Documents, including any provision that purports to be preemptory or supervening, shall in any way operate to, or have the effect of, impairing, altering, supplementing, changing, expanding, decreasing, or modifying (i) the terms and conditions of any Abuse Insurance Policy, (ii) the rights and obligations of the Debtor ~~(or, its Estate)~~ or the Reorganized Debtor and any Non-Settling Insurers (and third-party claims administrators) under ~~any of~~ the Abuse Insurance Policies, or (iii) the coverage or benefits provided under the Abuse Insurance Policies; ~~provided, however, that because the Non-Settling Insurers would solely be potentially financially responsible for payment of Abuse Claims (and the Debtor would have no such potential financial responsibility), the provisions of Cal. Civil Code § 2860 entitling an insured to appointment of independent counsel in certain circumstances shall not apply to any claims pursued by Abuse Claimants against the Debtor (as a nominal party only) or the Survivors' Trust in the non-bankruptcy court system for the purpose of recovering from Non-Settling Insurers.~~

1 8.3.2. With respect to the Non-Settling Insurers, notwithstanding any provision
2 in the Plan, the Plan Documents, the Confirmation Order, or the Survivors' Trust Documents,
3 nothing contained in any such documents or in this paragraph shall impose, or shall be deemed or
4 construed to impose, any obligation on any Non-Settling Insurer to provide a defense for, settle, or
5 pay any judgment with respect to, any Abuse Claim. Rather, a Non-Settling Insurer's obligations,
6 if any, with respect to an Abuse Claim shall be determined solely by and in accordance with the
7 applicable Abuse Insurance Policy or Abuse Insurance Policies issued by that Non-Settling Insurer
8 subject to applicable non-bankruptcy law. Nothing in the Plan, the Plan Documents, the
9 Confirmation Order, or the Survivors' Trust Documents shall diminish or impair, or be deemed to
10 diminish or impair, the rights of any Non-Settling Insurer to defend any Abuse Claim or to assert
11 any claim, defense, right, or counterclaim in connection with any Abuse Claim or Abuse Insurance
12 Policy in accordance with applicable law; *provided, however*, that any claim or counterclaim for
13 Contribution ~~(as defined in Section 8.4 hereof)~~ against a Settling Insurer shall be addressed as
14 provided herein.

15 8.3.3. For all issues relating to insurance coverage concerning Non-Settling
16 Insurers, the provisions, terms, conditions, and limitations of the applicable Abuse Insurance
17 Policies shall control, subject to applicable non-bankruptcy law.

18 8.3.4. A Non-Settling Insurer's obligation, if any, with respect to an Abuse Claim
19 shall be determined solely by and in accordance with the applicable Abuse Insurance Policy or
20 Abuse Insurance Policies issued by that Non-Settling Insurer subject to applicable non-bankruptcy
21 law. Liability with respect to any Abuse Claim for purposes of any recovery against an Abuse
22 Insurance Policy will be determined pursuant to applicable non-bankruptcy law.

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

8 8.3.6. The determination of, qualification and estimation of Claims, and the
9 payment of Survivors' Trust ~~distributions is~~ distributionsis not an admission of liability by the
10 Debtor or Reorganized Debtor (as applicable), any Non-Settling Insurer, the Survivors' Trust, or
11 any other Person with respect to any Abuse Claims and has no *res judicata* or collateral estoppel
12 effect on any Non-Settling Insurer, the Debtor, the Survivors' Trust, or any other Person, except that
13 such determination may be introduced for the limited purpose of establishing the amount of any
14 credit to which the Debtor (as a nominal party) or the Survivors' Trust may be entitled to offset any
15 verdict in favor of an Abuse Claimant.

16 8.3.7. Neither the Abuse Claims Reviewer's nor Survivors' Trustee's review of
17 ~~an~~ Abuse Claim and determination of qualification, nor anything in the Survivors' Trust Documents
18 (including any action or decision pursuant to the Survivors' Trust Documents, including any
19 estimation of Claims or payment of distributions), shall constitute a trial or an adjudication on the
20 merits, or evidence of liability or damages, in any litigation with the Non-Settling Insurer or any
21 other Person.

22 8.3.8. With respect to Non-Settling Insurers, nothing in the Plan, the Plan
23 Documents, the Confirmation Order, or the Survivors' Trust Documents shall, under any theory, (a)
24 constitute a trial, a judgment, an adjudication on the merits, or evidence establishing the liability (in
25 the aggregate or otherwise) or obligation of the Debtor or the Survivors' Trust with respect to any
26 Abuse Claim, (b) constitute a trial, a judgment, an adjudication on the merits, or evidence (or be
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1 introduced as evidence) establishing the liability of any Non-Settling Insurer in current or
2 subsequent litigation for any Claim, including, without limitation, any Abuse Claim, or under any
3 Abuse Insurance Policy, (c) constitute, or be deemed to constitute (or be introduced to support) a
4 determination of the reasonableness of the amount of any Claim, including any Abuse Claim, either
5 individually or in the aggregate with other Claims, (d) be deemed to grant to any Person or Entity
6 any right to sue any Non-Settling Insurer directly, in connection with a Claim, including any Abuse
7 Claim, or any Abuse Insurance Policy, that such Person or Entity did not otherwise have under
8 applicable non-bankruptcy law, (e) constitute a finding or determination (or be introduced to support
9 a finding or determination) that the Debtor is a named insured, additional insured, or insured in any
10 other way under any Abuse Insurance Policy, (f) constitute a finding or determination (or be
11 introduced to support a finding or determination) that any Insurer in fact issued any alleged Abuse
12 Insurance Policy or that any alleged Abuse Insurance Policy has any particular terms or conditions,
13 (g) constitute a finding or determination (or be introduced to support a finding or determination)
14 that any Insurer has any defense or indemnity obligation with respect to any Claim or Abuse Claim,
15 or (h) constitute a finding or determination (or be introduced to support a finding or determination)
16 on any matter at issue or which may be raised as an issue in any action, including the Coverage
17 Action. In addition, no payment made in accordance with the Plan shall be, or be deemed to be, a
18 waiver of any rights of any Non-Settling Insurer under any Abuse Insurance Policy.

19 8.3.9. Other than with respect to the effectiveness of the Insurance Assignment
20 contemplated by the Plan ~~(if necessary)~~ and the findings necessary to confirm the Plan under Section
21 1129 of the Bankruptcy Code for such purpose only, no Non-Settling Insurer shall be bound in any
22 current or future litigation concerning an Abuse Claim or an Abuse Insurance Policy by any factual
23 findings or conclusions of law issued in connection with Confirmation of the Plan, and no such
24 findings of fact or conclusions of law shall have any *res judicata* or collateral estoppel effect on any
25 Claim, defense, right, offset, or counterclaim that has been asserted or that may be asserted in any
26 current or subsequent litigation concerning an Abuse Claim or an Abuse Insurance Policy. Non-

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1 Settling Insurers shall retain, and be permitted to assert, (i) all of their insurance coverage defenses
2 subject to applicable non-bankruptcy law in connection with Abuse Claims notwithstanding any
3 provision of the Plan, the Plan Documents, or the Confirmation Order, *provided, however*, no Non-
4 Settling Insurer may assert the Insurance Assignment as a defense to any ~~Coverage Claim~~Insurance
5 Action nor challenge the efficacy or validity of the Insurance Assignment, and (ii) all of the Debtor's
6 defenses to liability, both legal and equitable, in connection with any asserted Abuse Claim, and the
7 Non-Settling Insurers' rights to assert all such underlying defenses and insurance coverage defenses
8 in connection with Abuse Claims will not be impaired in any way by the Plan, the Plan Documents,
9 the Confirmation Order, or the Survivors' Trust Documents, but shall be subject to applicable non-
10 bankruptcy law.

11 8.3.10. Any disputes regarding a Non-Settling Insurer's liability for Abuse Claims
12 and/or coverage therefor under any Abuse Insurance Policy shall be resolved under applicable non-
13 bankruptcy law in a court of competent jurisdiction or such other venue as the affected parties
14 (including the Non-Settling Insurer(s)) may agree.

15 8.3.11. Nothing herein shall limit the ability of any Non-Settling Insurer to agree
16 to different terms or treatment of its Abuse Insurance Policies as part of a consensual settlement
17 with the Debtor, RCWC, the Survivors' Trust, and/or Abuse Claimants.

18 8.3.12. Any Non-Settling Insurer's legal, equitable, or contractual rights and
19 obligations relating to the Abuse Insurance Policies issued by such Non-Settling Insurer shall be
20 determined under applicable non-bankruptcy law. Nothing in the Plan shall be construed to impair
21 or diminish the Debtor's or any Non-Settling Insurer's legal, equitable, or contractual rights or
22 obligations under any Abuse Insurance Policy including, but not limited to, the ability to negotiate
23 resolution of any dispute; ~~provided, however, (a) that because Non-Settling Insurers would solely~~
24 ~~be potentially financially responsible for payment of Abuse Claims (and the Debtor would have no~~
25 ~~such potential financial responsibility), the provisions of Cal. Civil Code § 2860 entitling an insured~~
26 ~~to appointment of independent counsel in certain circumstances shall not apply to any claims~~

1 ~~pursued by Abuse Claimants against the Debtor (as a nominal party only) in the non-bankruptcy~~
2 ~~court system for the purpose of recovering from Debtor (as a nominal party) and (b) neither the~~
3 ~~Debtor (including the Estate and the Reorganized Debtor) nor the Survivors' Trust shall have the~~
4 ~~right to (i) direct or interfere with a Non-Settling Insurer's defense of a tort action asserting an Abuse~~
5 ~~Claim, or (ii) settle an Abuse Claim without the consent of all affected Non-Settling Insurers;~~
6 ~~provided, however, that at the Reorganized Debtor's election and at its sole expense, the~~
7 ~~Reorganized Debtor may appoint its own counsel ("Reorganized Debtor Counsel") to represent the~~
8 ~~Bishop in the defense of any action by an Abuse Claimant against the Debtor (as a nominal party~~
9 ~~only). Any such Reorganized Debtor Counsel shall cooperate and coordinate with defense counsel~~
10 ~~appointed by the Non-Settling Insurers to represent the Debtor in such action, and the Reorganized~~
11 ~~Debtor's election to appoint Reorganized Debtor Counsel shall not constitute direction of or~~
12 ~~interference with a Non-Settling Insurer's defense of a tort action asserting an Abuse Claim. The~~
13 Non-Settling Insurers reserve (and expressly do not waive) all policy defenses and Claims, including
14 without limitation all rights, ~~claims,~~ and defenses concerning cooperation, offsets, recoupments,
15 deductions, deductibles, self-insured retentions, and all rights, ~~claims,~~ and defenses provided in
16 their policies. The Non-Settling Insurers also reserve all objections to any Abuse Claim available
17 to a party of interest in this Chapter 11 Case and any such objections are preserved and may be
18 asserted by Non-Settling Insurers as a defense to coverage in Abuse Claim Litigation commenced
19 by a Litigation Claimant. For the avoidance of doubt, ~~if the Abuse Claimant has elected the~~
20 ~~Immediate Payment or the Distribution Option (defined in Section 9.8.4 hereof), nothing in this~~
21 ~~Section 8.3.12~~nothing herein shall restrict the Survivors' Trust from resolving or making a
22 distribution on account of ~~such~~any Abuse ~~Claim~~Claims without the consent of any Non-Settling
23 Insurer ~~for purposes of the Immediate Payment or Distribution Option.~~

24 8.3.13. Except as expressly stated herein, any coverage issues involving the Non-
25 Settling Insurers or the Abuse Insurance Policies issued by the Non-Settling Insurers shall be
26 determined in accordance with applicable non-bankruptcy law. All positions and arguments with
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1 respect to available coverage under such Abuse Insurance Policies shall be fully preserved for
2 assertion by the Non-Settling Insurers and the Abuse Claimants in any litigation of coverage issues.
3 Subject to the terms of the Plan, ~~the~~each Non-Settling ~~Insurers~~Insurer and each Abuse ~~Claimants~~
4 ~~reserve~~Claimant reserves their rights, if any, to (i) bring proceedings concerning the application and
5 interpretation of the terms of the Abuse Insurance Policies and rights thereunder, as well as whether
6 defense and/or indemnity are owed under the Abuse Insurance Policies, and (ii) oppose any such
7 proceeding commenced by any other Person or Entity in any court of appropriate jurisdiction as
8 determined under applicable non-bankruptcy law; *provided, however*, because the Debtor will have
9 received a discharge under the Plan, any effort to collect from Abuse Insurance Policies issued by
10 the Non-Settling Insurers to satisfy an Abuse Claim after Confirmation of the Plan shall be sought
11 individually by the applicable Abuse Claimant after such ~~Holder's~~Abuse Claimant's Abuse Claim
12 has been liquidated as provided herein. Any disputes regarding a Non-Settling Insurer's liability
13 for Abuse Claims (after such Abuse Claim has been liquidated under the provisions set forth above)
14 and/or coverage therefor under Abuse Insurance Policies shall be resolved under applicable non-
15 bankruptcy law in a court of competent jurisdiction or such other venue as the affected parties
16 (including the Non-Settling Insurer(s)) may agree.

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

25 8.3.15. The foregoing provisions of Section 8.3 hereof shall be incorporated into
26 the Confirmation Order.

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1 8.4. **Scope of Plan Injunctions.** Any injunction under the Plan or Confirmation Order
2 shall not enjoin a Non-Settling Insurer’s right to assert any Claims against the Survivors’ Trust for
3 contribution, subrogation, indemnification, reimbursement, or other similar ~~Cause~~Causes of Action
4 (collectively, “**Contribution**”) for any Settling Insurer’s alleged share or equitable share relating to
5 the defense and/or indemnity obligation for any Abuse Claim, or for any Cause of Action released
6 in any Insurance Settlement Agreements. If a Non-Settling Insurer asserts it has (a) Contribution
7 Claims directly or indirectly arising out of or in any way relating to such Non-Settling Insurer’s
8 payment of loss on behalf of the Debtor or defense expenses incurred in any action that should have
9 been paid by or are otherwise attributable to a Settling Insurer related to any Abuse Claim or (b)
10 rights to recover any self-insured retentions/obligations and/or deductibles (collectively, “**Payment**
11 **Obligations**”) in connection with its payment of defense and/or indemnity related to an Abuse
12 Claim, then ~~(i)~~ such Contribution Claims or Payment Obligations may be asserted as a setoff,
13 defense, or counterclaim against any Abuse Claimant and/or the Survivors’ Trust in any insurance
14 action or insurance recovery action (under Cal. Ins. Code § 11580 or otherwise) involving such
15 Non-Settling Insurer and ~~(ii)~~ to the extent such Contribution Claims or Payment Obligations are
16 determined to be valid, the liability (if any) of such Non-Settling Insurer to the Holder of the Abuse
17 Claim or the Survivors’ Trust shall be reduced by the amount of such Contribution Claims or
18 Payment Obligations, *provided* that if any such Contribution Claim exceeds the liability of such
19 Non-Settling Insurer to the Survivors’ Trust, the Non-Settling Insurer does not waive any excess
20 claim and may seek affirmative recovery from the Survivors’ Trust. To the extent payment of a
21 self-insured retention is a condition to a Non-Settling Insurer’s obligation to provide defense or
22 indemnity under applicable non-bankruptcy law and the Non-Settling Insurer’s applicable insurance
23 policies, the failure of the Survivors’ Trust to pay such self-insured retention to the ~~Non-~~
24 ~~Settling~~Non- Settling Insurer shall result in the Non-Settling Insurer having the right to argue that
25 such failure of payment is a complete defense to any claim for coverage by the Non-Settling Insurer
26 to, or related to, any claim for recovery of insurance from the Non-Settling Insurer.

1 8.5. *Non-Settling Insurers' Contribution Claims Against Settling Insurers.* In any
2 action, including the Coverage Action, involving ~~the~~an Abuse Claimant and one or more Non-
3 Settling Insurers, where a Non-Settling Insurer has asserted, asserts, or could assert any Contribution
4 Claim against any of the Settling Insurers or the Survivors' Trust, and such Contribution Claims are
5 determined by the court presiding over such Claims to be valid, then any judgment or award obtained
6 against such Non-Settling Insurer by such Abuse Claimant shall be automatically reduced by the
7 amount, if any, that the Survivors' Trust or any of the Settling Insurers is liable to pay such Non-
8 Settling Insurer as a result of the Non-Settling Insurer's Contribution Claim, so that the Contribution
9 Claim is thereby satisfied and extinguished; *provided, however,* that, as against the Survivors' Trust
10 (as successor to the Debtor), a Non-Settling Insurer may only assert any such Contribution Claim
11 for the payment of a deductible or self-insured retention. The Settling Insurers shall be required to
12 cooperate in good faith with the Debtor, the Reorganized Debtor, and/or the Survivors' Trust to take
13 commercially reasonable steps to defend against any Contribution Claim by a Non-Settling Insurer.

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

7 8.7. ***Reductions In Non-Settling Insurers' Liability.*** No Abuse Claimant who elects the
8 Litigation Option shall recover in the aggregate from the Survivors' Trust and any Non-Settling
9 Insurer an amount greater than the total amount of the judgment entered by the applicable court of
10 competent jurisdiction on such Holder's underlying Abuse Claim, subject to the terms of Section
11 5.14 herein. A Non-Settling Insurer shall have all rights available under non-bankruptcy law to
12 assert, seek, and enforce any right to offset, recoup, or otherwise reduce its liability on any such
13 entered judgment, including without limitation all rights available under non-bankruptcy law to
14 assert, seek, and recover on such claims against the Survivors' Trust. For the avoidance of doubt,
15 such Abuse Claimant is not barred by this Section 8.7 from seeking extracontractual damages under
16 the Hand holding, and all defenses and the rights of any Non-Settling Insurer to oppose any such
17 claim by an Abuse Claimant under Hand are fully preserved, including without limitation that Hand
18 is not a correct statement of applicable law and that it would not apply to any such asserted claim.

19 8.8. ***Settling Insurers.***

20 8.8.1. ~~8.8.1~~ *Pre-Confirmation Insurance Settlement Agreements.* If, before
21 Confirmation, an Insurer enters into an Insurance Settlement Agreement with the Debtor under
22 which the Insurer ~~would become~~ becomes a Settling Insurer ~~under this Plan~~ hereunder upon entry of
23 the Confirmation Order, the Debtor shall file with the Plan Supplement ~~providing for~~ any provisions
24 required by the proposed Settling Insurer, and agreed to by the Debtor, to be made a part of this
25 Plan. Any such provisions set forth in the Plan Supplement shall be deemed incorporated into this
26 Section as part of the Plan. Any Insurer that becomes a Settling Insurer shall receive the treatment

1 as may be provided in any Insurer Settlement Agreement approved by a Final Order. Each Insurance
2 Settlement Agreement is effective and binding upon all Persons who have notice, and any of the
3 foregoing Persons' successors and assigns, upon the entry of a Final Order approving the Insurance
4 Settlement Agreement and satisfaction of all conditions precedent, provided that such Insurance
5 Settlement Agreement shall not affect the rights of any remaining Non-Settling Insurers. All
6 payments by each Settling Insurer ~~to the Survivors' Trust, and the releases by the Debtor and/or~~
7 ~~the Contributing Non-Debtor Catholic Entities of each Settling Insurer, pursuant to the~~shall occur,
8 and all releases contained in an Insurance Settlement ~~Agreements~~Agreement shall ~~occur and/or~~ be
9 effective, according to the terms of each such agreement.—The unless otherwise ordered by the
10 Bankruptcy Court. Any court-approved pre-Confirmation Insurance Settlement Agreements shall
11 survive the Confirmation and the Effective Date.

12 8.8.2. Terms. The rights of the parties under any Insurance Settlement Agreement
13 shall be determined exclusively under the applicable Insurance Settlement Agreement and those
14 provisions of the Final Order approving such Insurance Settlement Agreement, the Plan, and the
15 Confirmation Order.

16 8.8.3. ~~8.8.2~~ *Sale Free and Clear.* Each Settling Insurer Abuse Insurance Policy
17 shall be sold to the issuing Settling Insurer, pursuant to Sections 105, 363, and 1123 of the
18 Bankruptcy Code, free and clear of all Liens and Claims of all Persons, to the extent provided for in
19 each applicable Insurance Settlement Agreement, *provided* that such sale shall not affect the rights
20 of any remaining Non-Settling Insurers.

21 8.8.4. ~~8.8.3~~ *Timing.* The injunctions, releases, and discharges to which any
22 Settling Insurer is entitled pursuant to such Insurance Settlement Agreement, the Plan, the
23 Confirmation Order, the Final Order approving the Insurance Settlement Agreement, and the
24 Bankruptcy Code shall become effective pursuant to the terms of such Insurance Settlement
25 Agreement.

26 8.8.5. ~~8.8.4~~ *Contribution Claims of Settling Insurers.* Each Settling Insurer agrees
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1 that it will not pursue any Abuse Related Contribution Claim that it might have against any other
2 Insurer (a) whose Contribution Claim against Settling Insurers is satisfied and extinguished entirely;
3 or (b) that does not make an Abuse Related Contribution Claim against the Settling ~~Insurers~~ Insurer,
4 or any of them. If, in the future, a Non-Settling Insurer releases its Abuse Related Contribution
5 Claims, if any such exist, that it may have against the Settling Insurers, then such released Settling
6 Insurer shall release its Abuse Related Contribution Claims against such releasing Insurer. If any
7 ~~Non-Settling~~ Non-Settling Insurer asserts a Claim directly against the Survivors' Trust arising from
8 or concerning ~~the~~ one or more Settling Insurers' Abuse Insurance Policies, any Abuse Related
9 Contribution Claim of the Settling Insurers shall be transferred to the Survivors' Trust, and the
10 Survivors' Trust shall be authorized to assert the Contribution Claims of such Settling Insurer
11 against such Non-Settling Insurer.

12 8.9. *The Coverage Action.* On the Effective Date, claims asserted in the Coverage Action
13 other than claims constituting Debtor Extracontractual Insurance Actions shall be dismissed without
14 prejudice to (a) any Holder of an Abuse Claim to elect the Litigation Option as provided herein and
15 pursue an Insurance Action, subject to Section 9.8.4 hereof, and (b) the Survivors' Trust to pursue
16 an Insurance Settlement Agreement with any Non-Settling Insurer *on or after the Effective Date* or
17 to pursue any Debtor Extracontractual Insurance Actions, including without limitation
18 Extracontractual Insurance Actions the Debtor asserted in the Coverage Action. On or promptly
19 after the Effective Date, the Survivor's Trust shall be substituted as plaintiff in the Coverage Action
20 for purposes of asserting Debtor Extracontractual Insurance Actions. The Holder of an Abuse Claim
21 electing the Litigation Option and the Survivors' Trust, as applicable, shall have all rights of the
22 Debtor to pursue recoveries against any Non-Settling Insurer; *provided, however,* any such Non-
23 Settling Insurer shall have all defenses and Claims available under its Non-Settling Insurance
24 Policy(ies) and may assert any defense or objection to any such Claim a party in interest could have
25 asserted under the Bankruptcy Code or an order of the Bankruptcy Court in the Chapter 11 Case.
26 For the avoidance of doubt, *the Survivors' Trust shall have* no right to pursue recoveries in the

1 [Coverage Action against any Settling Insurer.](#)

2 ~~ARTICLE IX~~ **ARTICLE IX**

3 **THE SURVIVORS' TRUST**

4 9.1. *Creation of the Survivors' Trust, Appointment of Survivors' Trustee, and*
5 *Survivors' Trust Advisory Committee.*

6 9.1.1. ~~9.1.1~~ *Establishment and Purpose of the Survivors' Trust.* On the Effective
7 Date, the Survivors' Trust shall be established in accordance with the Survivors' Trust Documents.
8 The Survivors' Trust will, upon its creation, and without limitation: (1) assume liability for all Abuse
9 Claims, including without limitation Unknown Abuse Claims, ~~of~~ [against](#) the Debtor, ~~Contributing~~
10 ~~Non-Debtor Catholic Entities,~~ [RCWC \(but solely as to Released RCWC Claims\)](#), and any Settling
11 Insurers; and (2) receive, hold, administer, liquidate, and distribute the Survivors' Trust Assets in
12 accordance with this Plan and the Survivors' Trust Documents. The Survivors' Trust shall
13 administer, process, settle, resolve, liquidate, satisfy, and make Trust Distributions in such a way
14 that Abuse Claimants are treated equitably and in a substantially similar manner, subject to the
15 applicable terms of the Plan Documents and the Survivors' Trust Documents. From and after the
16 Effective Date, (x) the Abuse Claims and Unknown Abuse Claims against the Debtor ~~and~~, (y) [the](#)
17 [Released RCWC Claims, and \(z\) Insurance Actions](#) against any Settling Insurer ~~for or relating to~~
18 ~~insurance coverage~~ in connection with such Claims, shall be channeled to the Survivors' Trust
19 pursuant to the Channeling Injunction set forth in Section ~~13.12~~ [13.11](#) of the Plan and may be
20 asserted only and exclusively against the Survivors' Trust, [subject to the right of Litigation](#)
21 [Claimants to name the Debtor and/or RCWC \(but solely as to Released RCWC Claims\) as a nominal](#)
22 [defendant as provided in the Plan.](#) The Survivors' Trust shall have no liability for Non-Abuse
23 Litigation Claims. Holders of Non-Abuse Litigation Claims shall have no recourse to the Survivors'
24 Trust with respect to such Claims.

25 9.1.2. ~~9.1.2~~ *Qualified Settlement Fund.* The Survivors' Trust is intended to
26 qualify as a "qualified settlement fund" pursuant to Section 468B of the Tax Code and the
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1 regulations promulgated thereunder (the “**Treasury Regulations**”). The Debtor shall be the
2 “transferor” within the meaning of Treasury Regulation Section 1.468B-~~1~~1(d)(1). The Survivors’
3 Trustee shall be the “administrator” of the Survivors’ Trust within the meaning of Treasury
4 Regulation Section 1.468B-~~2~~2(k)(3).

5 ~~9.1.3 Survivors’ Trust Advisory Committee. As set forth in the Survivors’ Trust~~
6 ~~Documents, there shall be established the Advisory Committee. The Plan and Trust Agreement~~
7 provide for the creation of a Survivors’ Trust Advisory Committee, which shall be initially
8 ~~comprised of five (5) members selected by the Committee and formed as of the Effective~~
9 Date consist of those members of the Committee, or their designees, who agree to serve on the
10 Survivors’ Trust Advisory Committee. The members of the Survivors’ Trust Advisory Committee
11 shall have only such limited rights, duties and powers as set forth in the Plan and Survivors’ Trust
12 Agreement. The process for appointing replacement members of the Survivors’ Trust Advisory
13 Committee shall be provided in the Survivors’ Trust Agreement. Upon termination of the Survivors’
14 Trust, or as otherwise provided in the Survivors’ Trust Agreement, the Survivors’ Trust Advisory
15 Committee shall be deemed dissolved and discharged of and from all further authority, duties,
16 responsibilities, and obligations with respect to or in connection with the Survivors’ Trust and the
17 Chapter 11 Case. Except for the reimbursement of reasonable actual costs and expenses incurred in
18 connection with their duties as members of the Survivors’ Trust Advisory Committee, the members
19 of the Survivors’ Trust Advisory Committee shall serve without compensation. Reasonable
20 expenses incurred by members of the Survivors’ Trust Advisory Committee shall be promptly paid
21 by the Survivors’ Trust without need for approval of the Bankruptcy Court. For the avoidance of
22 doubt, none of the Released Parties or Settling Insurers shall be responsible for any fees, costs, or
23 expenses associated with the Survivors’ Trust Advisory Committee. Except with respect to
24 Insurance Settlement Agreements entered into by the Survivors’ Trust after the Effective Date and
25 certain other matters set forth in the Survivors’ Trust Documents, the Survivors’ Trust Advisory
26 Committee is intended to be consultative in nature and assist the Survivors’ Trustee in the

1 independent exercise of the Survivors' Trustee's duties.

2 9.2. ***Appointment and Powers of the Survivors' Trustee.*** On the Confirmation Date, the
3 Bankruptcy Court shall appoint the Survivors' Trustee to serve in accordance with, and who shall
4 have the functions and rights provided in, the Survivors' Trust Documents. Any successor
5 Survivors' Trustee shall be appointed in accordance with the terms of the Survivors' Trust
6 Documents. For purposes of the Survivors' Trustee performing his or her duties and fulfilling his
7 or her obligations under the Survivors' Trust and the Plan, the Survivors' Trust and the Survivors'
8 Trustee shall be deemed to be "parties in interest" within the meaning of Section 1109(b) of the
9 Bankruptcy Code. The Survivors' Trustee shall have such powers and duties as are set forth in the
10 Survivors' Trust Documents, including without limitation the following:

11 9.2.1. ~~9.2.1-Survivors' Trustee as Fiduciary.~~ The Survivors' Trustee shall be
12 deemed to be a fiduciary of the Survivors' Trust under the terms of the Survivors' Trust Agreement
13 and shall have all rights, powers, authority, responsibilities, and benefits under California law
14 specified in the Plan and as reflected in the Survivors' Trust Agreement, including commencing,
15 prosecuting or settling causes of action, enforcing contracts, and asserting Claims, defenses, offsets
16 and privileges. If there is any inconsistency or ambiguity between the Confirmation Order and the
17 Survivors' Trust Agreement with respect to the Survivors' Trustee's authority to act, the provisions
18 of the Survivors' Trust Agreement shall control.

19 9.2.2. ~~9.2.2-Liquidation of Survivors' Trust Assets.~~ The Survivors' Trustee shall
20 liquidate and convert to Cash the Survivors' Trust Assets, make timely distributions, and not unduly
21 prolong the duration of the Survivors' Trust. The Survivors' Trustee may also abandon any property
22 which the Survivors' Trustee determines in the Survivors' Trustee's reasonable discretion to be of
23 *de minimis* value or of more burden than the value of the Survivors' Trust.

24 9.2.3. ~~9.2.3-Protection of Survivors' Trust Assets.~~ The Survivors' Trustee shall
25 protect and enforce the rights in and to the Survivors' Trust Assets under the Survivors' Trust
26 Documents.

1 9.2.4. ~~9.2.4~~ *Bank Accounts of the Survivors' Trust.* The Survivors' Trustee may
2 open and maintain bank accounts on behalf of the Survivors' Trust to deposit funds in and draw
3 checks on the bank accounts as appropriate under the Survivors' Trust Documents. Notwithstanding
4 anything herein to the contrary, the Survivors' Trustee may open and maintain bank accounts on
5 behalf of the Survivors' Trust after Confirmation but before the Effective Date.

6 9.2.5. ~~9.2.5~~ *Insurance.* The Survivors' Trustee shall obtain all reasonably
7 available insurance coverage with respect to any property that is, or may in the future become, a
8 Survivors' Trust Asset.

9 9.2.6. *Non-Settling Insurance.* The Survivors' Trustee may use the Trust Assets
10 to prosecute Debtor Extracontractual Insurance Actions against the Non-Settling Insurers and to
11 pursue Post-Effective Date Insurance Settlement Agreements. If the Survivors' Trust successfully
12 resolves a Debtor Extracontractual Insurance Action or otherwise receives a recovery of insurance
13 proceeds relating to any Abuse Claim from a Non-Settling Insurer, such proceeds shall become
14 Trust Assets available to pay, and shall increase the amount available to pay, Abuse Claims,
15 pursuant to the Survivors' Trust Distribution Plan.

16 9.2.7. ~~9.2.6~~ *Taxes.* —The Survivors' Trustee may request an expedited
17 determination of taxes of the Survivors' Trust under Section 505(b) of the Bankruptcy Code for all
18 returns filed for, or on behalf of, the Survivors' Trust for all taxable periods through the dissolution
19 of the Survivors' Trust.

20 9.2.8. ~~9.2.7~~ *Settlements With Non-Settling Insurers.* ~~The Survivors' Trustee shall~~
21 ~~be authorized to enter into consensual settlements with one or more Non-Settling Insurers on~~
22 ~~and~~ Notwithstanding any present exclusionary language in the Plan, after the Effective Date,
23 ~~covering some or all of the Abuse Claims insured thereby, provided that such settlements shall~~
24 ~~not~~ any Non-Settling Insurer may enter into an Insurance Settlement Agreement with the Survivors'
25 Trustee (a "Post-Effective Date Insurance Settlement Agreement"); provided, however, that the
26 Survivors' Trustee shall File a notice with the Bankruptcy Court within thirty (30) days of entering

1 into any such Post-Effective Date Insurance Settlement and the Insurer that is a party to the Post-
2 Effective Date Insurance Settlement (and any related Persons or Representatives, as applicable) shall
3 be deemed to be a Settling Insurer for all purposes hereunder. Subject to the terms of the Survivors'
4 Trust Documents, any Post-Effective Date Insurance Settlement and amendments thereto shall be
5 binding and effective without approval of or any other action by the Bankruptcy Court; *provided*
6 *further, however, that no Post-Effective Date Insurance Settlement Agreement shall* impair the
7 rights of any other Non-Settling Insurers, including those rights set forth herein. ~~Approval~~
8 ~~requirements, if any, for such settlements shall be as specified in the Survivors' Trust Agreement.~~
9 No settlement (whether in the Plan or otherwise) as among any of the Debtor, its Estate, the
10 Survivors' Trust, ~~and any~~ Abuse Claimant, and the Settling Insurers, including Payment Obligations,
11 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 ~~\$115~~150 million, (ii) any Cash contributions from ~~a Contributing Non-Debtor Catholic~~
15 ~~Entity~~RCWC pursuant to Section 9.3.2 hereof; (iii) any proceeds held by the Debtor or the
16 Reorganized Debtor on account of Insurance Settlement Agreements as set forth in this Section 9.3,
17 and (iv) the Assigned Insurance Interests. These contributions to the Survivors' Trust shall be made
18 according to the schedule set forth in this Section 9.3. The Debtor Cash Contribution ~~(as defined in~~
19 ~~this Section 9.3) and any Non-Debtor Catholic Entity~~and any portion of the RCWC Contribution
20 ~~(as defined in this Section 9.3)~~ shall be made in respect of the uninsured exposure of the Debtor ~~and~~
21 ~~any Contributing Non-Debtor Catholic Entities~~ for Abuse Claims (including Unknown Abuse
22 Claims) and of RCWC (solely as to the Released RCWC Claims), including, but not limited to,
23 years in which no ~~Non-Settling Insurer~~Abuse Insurance Policies are available and, to the extent
24 required under applicable law, when a self-insured retention or deductible must be satisfied to access
25 potential coverage under Non-Settling Insurer Policies. The Debtor ~~Cash~~ Contribution and any
26 ~~Non-Debtor Catholic Entity Contributions~~RCWC Contribution are not, and shall not be construed

1 as, a discharge and/or release of any Abuse Claim (including any Unknown Abuse Claim) covered
2 or alleged to be covered under any of the Non-Settling Insurer Policies. Notwithstanding the
3 foregoing, the Debtor and ~~any Contributing Non-Debtor Catholic Entity~~ RCWC (solely as to the
4 Released RCWC Claims) shall have no further financial obligations under this Plan or the Plan
5 Documents to Holders of Allowed Abuse Claims ~~(except, in the case of any Contributing Non-~~
6 ~~Debtor Catholic Entity, with respect to Holders of Opt-Out Abuse Claims as set forth in Section 6.2~~
7 ~~hereof)~~, including Allowed Unknown Abuse Claims, other than the obligations required to be paid
8 to the Survivors' Trust in Section 9.3 hereof.

9 9.3.1. ~~9.3.1-Debtor Cash Contribution.~~ On the Effective Date of the Plan, the
10 Debtor shall transfer \$~~63~~40 million, plus any remaining DIP Availability, in good and available
11 funds to the Survivors' Trust using wiring instructions provided by the Survivors' Trustee (the
12 "**Initial Debtor Contribution**"). The ~~Initial Debtor Contribution will consist of (i) approximately~~
13 ~~\$53 million in Cash received through the Exit Facility, and (ii) approximately \$10 million in non-~~
14 ~~restricted Cash held by the Debtor.~~ The Survivors' Trust shall also receive Cash from the Debtor
15 as ~~set forth below~~ follows (collectively, the "**Additional Debtor Contributions**") and together with
16 the Initial Debtor Contribution, the "**Debtor Cash Contribution**"):

17 9.3.1.1. ~~9.3.1.1-~~ No later than the date that is one year after the
18 Effective Date, the Debtor shall transfer no less than \$106 million in good and available
19 funds to the Survivors' Trust using wiring instructions provided by the Survivors' Trustee.

20 9.3.1.2. ~~9.3.1.2-~~ No later than the date that is two years after the
21 Effective Date, the Debtor shall transfer no less than \$105.9 million in good and available
22 funds to the Survivors' Trust using wiring instructions provided by the Survivors' Trustee.

23 9.3.1.3. ~~9.3.1.3-~~ No later than the date that is three years and six
24 months after the Effective Date (such time between the Effective Date and such date, the
25 "Plan Payment Period"), the Debtor shall transfer the remaining balance of the total Debtor
26 Cash Contribution of \$10150 million, up to \$98.1 million, in good and available funds to the
27

Survivors' Trust using wiring instructions provided by the Survivors' Trustee.

9.3.1.4. *Timing of Payments.* During the Plan Payment Period, the Debtor shall pay to the Survivors' Trust (i) any payments owed the Survivors' Trust under Section 9.3.1.5 hereof no later than the deadline set forth therein and (ii) the net proceeds (after reimbursement of the Reorganized Debtor's closing costs and attorneys' fees, if any) realized from the closing of any sale of Trust Collateral Property, with such payment(s) to occur contemporaneously with the closing of such sale. In each instance, such payment(s) shall be made regardless of whether the payment(s) cause the Debtor to exceed the minimum transfers described in Sections 9.3.1.1 and 9.3.1.2 hereof. At any time during the Plan Payment Period, the Reorganized Debtor may, in its sole discretion, transfer unrestricted Cash to the Survivors' Trust to be credited dollar-for-dollar against the amount of the Additional Debtor Contribution outstanding at the time of such transfer.

9.3.1.5. *Restricted Assets Adversary Proceeding.* On the Effective Date of the Plan, the Restricted Assets Adversary Proceeding and all surviving claims asserted therein shall be assigned to the Survivors' Trust. The Survivors' Trust shall succeed the Committee as plaintiff in the Restricted Assets Adversary Proceeding upon the Survivors' Trust filing a Notice of Substitution of Parties no earlier than the Effective Date and no later than 14 days after the Effective Date, which substitution shall be approved in the Confirmation Order. If the Court enters a Final Order in the Restricted Assets Adversary Proceeding (the "Adversary Proceeding Order") declaring any of the Shielded Assets (as defined in the First Amended Adversary Complaint for Declaratory Relief) are unrestricted funds and property of the Debtor's Estate that the Debtor may use, and that is available to the Debtor, to pay creditors under applicable law ("Converted Assets"), all Cash declared to be Converted Assets in the Adversary Proceeding Order shall be transferred from the holder of the Converted Assets to the Survivors' Trust within 60 days of the Adversary Proceeding Order becoming final and non-appealable; provided, however, to the extent the Committee

1 claims in the Restricted Assets Adversary Proceeding the Debtor's Insurance and Benefit
2 Reserves are or should be declared Converted Assets, the Survivors' Trust shall dismiss any
3 such claims concurrently with its substitution for the Committee and all Insurance and
4 Benefit Reserves shall vest in the Reorganized Debtor on the Effective Date; provided
5 further, however, the Reorganized Debtor and Survivors' Trust, or the successor of either,
6 may resolve the Restricted Assets Adversary Proceeding without entry of the Adversary
7 Proceeding Order on terms that are not inconsistent with the Plan or Confirmation Order.

8 9.3.1.6. *Debtor Contribution Deeds of Trust.* To secure the
9 Additional Debtor Contribution, the Debtor shall grant the Survivors' Trust a Lien on the
10 real property listed on Schedule 9.3.1.6, to be filed with the Plan Supplement. The Liens
11 shall be memorialized in deeds of trust to be executed and delivered on the Effective Date
12 (such agreement being a "**Debtor Contribution Deed of Trust**"). Such real property shall
13 be valued by Hilco Real Estate, LLC in an amount of no less than one hundred percent
14 (100%) of the Additional Debtor Contribution. At the closing of any sale of Trust Collateral
15 Property, the Survivors' Trust shall deliver and the Reorganized Debtor (or its agent or
16 representative) shall record a release of the Debtor Contribution Deed of Trust recorded
17 against such Trust Collateral Property. Within 14 days of the timely satisfaction of the
18 Debtor Cash Contribution, the Survivors' Trust shall release any remaining Debtor
19 Contribution Deeds of Trust.

20 9.3.2. *Contributions from RCWC.* In support of the Plan, RCWC will contribute
21 \$30,000,000.00 (the "RCWC Cash Contribution") in good and available funds to the RCWC Escrow
22 on the schedule set forth below.

23 9.3.2.1. *Contributions to RCWC Escrow.* \$7,700,000.00 of the
24 RCWC Cash Contribution (the "**Initial RCWC Contribution**") will be paid to the RCWC
25 Escrow on the Effective Date, the balance to be paid between the Effective Date and the date
26 that is six months after the three-year anniversary of the Effective Date, with the minimum

1 amounts to be paid on or before each anniversary of the Effective Date as follows:

2 (a) No later than *the date that is one year after the Effective Date*, RCWC
3 shall transfer no less than \$3 million in good and available funds to the
4 RCWC Escrow.

5 (b) ~~9.3.1.4~~ No later than the date that is ~~four~~two years after the Effective Date,
6 ~~the Debtor~~RCWC shall transfer no less than \$106 million in good and
7 available funds to the ~~Survivors' Trust using wiring instructions provided~~
8 ~~by the Survivors' Trustee~~RCWC Escrow.

9 (c) ~~9.3.1.5~~ No later than the date that is ~~five~~three years and six months after
10 the Effective Date, ~~the Debtor~~RCWC shall transfer the remaining balance
11 of the total RCWC Cash Contribution of \$1230 million, up to
12 \$13,300,000, in good and available ~~fund to the Survivors' Trust using~~
13 ~~wiring instructions provided by the Survivors' Trustee~~funds to the
14 RCWC Escrow.

15 ~~9.3.2 Contributions from Non-Debtor Catholic Entities. Any Non-Debtor Catholic~~
16 ~~Entity against whom the Holder of a Class 4 Claim has asserted liability in connection with an Abuse~~
17 ~~Claim may become a Contributing Non-Debtor Catholic Entity by contributing Cash or other assets~~
18 ~~to the Survivors' Trust in exchange for Releases by such Holders of Class 4 Claims.~~

19 ~~9.3.2.1 Roman Catholic Welfare Corporation of Oakland. RCWC shall~~
20 ~~contribute Cash to the Survivors' Trust in an aggregate amount that is contingent on the~~
21 ~~number of Releases it secures from those Holders of Class 4 Claims and Class 5 Claims who~~
22 ~~have asserted liability against RCWC in connection with an Abuse Claim ("RCWC~~
23 ~~Claimants"). RCWC shall transfer a total of \$28,500,000.00 (the "RCWC Cash~~
24 ~~Contribution") to the Survivors' Trust, as follows: \$2,000,000.00 on the Effective Date,~~
25 ~~\$4,000,000.00 on *the date that is one year after the Effective Date*, \$4,000,000.00 on the~~
26 ~~date that is two years after the Effective Date, \$6,000,000.00 on the *date that is three years*~~

1 after the Effective Date, \$6,000,000.00 on the date that is four years after the Effective Date,
2 and \$6,500,000.00 on the date that is five years after the Effective Date; provided, however,
3 if less than 100% of all RCWC Claimants grant RCWC a release pursuant to Section 13.9
4 of the Plan, then the RCWC Cash Contribution, and each of its installments set forth in this
5 Section 9.3.2.2, shall be reduced by a percentage proportional to the percentage of RCWC
6 Claimants who either opt out of granting RCWC such release or fail to return a Ballot. By
7 way of illustration only, if 80% of RCWC Claimants grant RCWC a release pursuant to
8 Section 13.9 of the Plan, RCWC shall only contribute 80% of the aggregate RCWC Cash
9 Contribution, or \$22,800,000.00, to the Survivors' Trust, in installments of \$3,200,000.00
10 on the Effective Date, \$3,200,000.00 on the first and second anniversaries of the Effective
11 Date, \$4,800,000.00 on the third and fourth anniversaries of the Effective Date, and
12 \$5,200,000.00 on the fifth anniversary of the Effective Date.

13 *9.3.2.2 Other Contributing Non-Debtor Catholic Entities.* ~~Should any other~~
14 ~~Non-Debtor Catholic Entity become a Contributing Non-Debtor Catholic Entity between the~~
15 ~~filing of this Plan and the date of the filing of the Plan Supplement, the Plan Supplement~~
16 ~~shall set forth the amount of Cash contributed by any such Non-Debtor Catholic Entity (or,~~
17 ~~if the Contribution is not in Cash, the nature and approximate Cash value of the contribution~~
18 ~~by any such Non-Debtor Catholic Entity) and shall set forth the extent to which such Non-~~
19 ~~Debtor Catholic Entity's contribution is conditioned on the number of Releases it receives~~
20 ~~from Holders of Class 4 and Class 5 Claims asserting liability against such Non-Debtor~~
21 ~~Catholic Entity in connection with an Abuse Claim.~~

22 *9.3.2.3 Release by Holders of Class 5 Claims.* ~~For purposes of calculating~~
23 ~~the percentage of Releases under Section 13.9 hereof received by a Non-Debtor Catholic~~
24 ~~Entity, the Unknown Abuse Claims Representative shall count as a single Holder, and each~~
25 ~~Holder of a Class 4 Claim shall count as a single Holder.~~

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

1 Determination for such RCWC Claimant, provided the *pro rata* share of the RCWC Cash
2 Contribution for each RCWC Claimant shall be determined by the Survivor's Trustee.

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

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

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

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

1 9.3.3. ~~9.3.3~~ *Separate Contributions.* Any contribution to the Survivors' Trust by
2 ~~a Contributing Non Debtor Catholic Entity~~ RCWC shall be in addition to and separate from the
3 Debtor Cash Contribution.

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

10 9.3.4.1. First, to Adventus in the amount of its closing costs,
11 including without limitation all professional fees associated with the Livermore Property and
12 entitlement, development, and sale thereof.

13 9.3.4.2. Second, on behalf of the Debtor, to the Survivor's Trust, in
14 an amount not to exceed the amount of all remaining Debtor Contribution obligations under
15 the Plan.

16 9.3.4.3. Third, should any funds remain, to Adventus.

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

22 9.3.5. ~~9.3.4~~ *Insurance Settlement Agreements.*

23 -
24 9.3.5.1. ~~9.3.4.1~~ *Pre-Effective Date.* In addition to the Debtor Cash
25 Contribution, any Cash received by the Debtor on or before the Effective Date in connection
26 with an Insurance Settlement Agreement shall be transferred to the Survivors' Trust on the
27

1 Effective Date and shall be part of the Survivors' Trust Assets.

2 9.3.5.2. ~~9.3.4.2-Post-Effective Date.~~ After the Effective Date, the
3 Survivors' Trustee may enter into such Insurance Settlement Agreements as in the
4 Survivors' Trustee's business judgment and in accordance with the Survivors' Trust
5 Documents the Survivors' Trustee deems necessary and beneficial to the Survivors' Trust.
6 To the extent the Survivors' Trustee enters into an Insurance Settlement Agreement that
7 covers the Abuse Claim of a Trust Claimant who elected the Litigation Option and
8 commenced an Abuse Claim Litigation (each as defined in Section 9.8.4 hereof) (a "Settling
9 Trust Claimant"), (i) such Abuse Claim Litigation shall be promptly dismissed to the extent
10 the Settling Trust Claimant is seeking a determination of, and the availability of Insurance
11 Recoveries for, the liability of a Released Party on account of the Settling Trust Claimant's
12 Abuse Claim, (ii) within thirty (30) days after receipt of the Cash consideration of such
13 Insurance Settlement Agreement, the Survivors' Trust shall pay the Settling Trust Claimant
14 an amount equivalent to 50% of the Settling Trust Claimant's ~~then-existing Reserved Trust~~
15 Distribution amount, calculated based on the value of the Survivors' Trust Assets
16 immediately before receipt of such Cash consideration from the Insurance Settlement
17 Agreement, (iii) the Settling Trust Claimant shall be deemed to have rescinded their election
18 of the Litigation Option in favor of the Distribution Option and the Survivors' Trustee shall
19 be deemed to have consented to such rescission, each in accordance with Section 9.8.4.7 of
20 the Plan, and (iv) the remaining Cash realized by the Survivors' Trust on account of the
21 Insurance Settlement Agreement shall be added to the Survivors' Trust Assets. Thereafter,
22 Settling Trust Claimants shall be treated as having elected the Distribution Option in all
23 respects and shall be entitled to receive *pro rata* distributions from the Survivors' Trust
24 Assets in accordance with the terms of this Plan and the Survivors' Trust Documents.

25 9.3.6. ~~9.3.5-Assignment of Assigned Insurance Interests.~~ On the Effective Date,
26 the Insurance Assignment described in Article VIII of the Plan shall become effective.

1 9.3.7. ~~9.3.6~~ *Use of Survivors' Trust Assets.* The Survivors' Trust Assets shall be
2 used in accordance with and for the purposes set forth in the Survivors' Trust Documents, including
3 without limitation to pay Abuse Claims and reasonable expenses of the Survivors' Trust and to
4 pursue and execute Insurance Settlement Agreements. Notwithstanding anything herein to the
5 contrary, no monies and/or assets comprising the Survivors' Trust Assets that are transferred,
6 granted, assigned, or otherwise delivered to the Survivors' Trust shall be used for any purpose other
7 than in accordance with the Plan and the Survivors' Trust Documents.

8 9.3.8. ~~9.3.7~~ *No Insurer Reimbursement Obligation.* The Non-Settling Insurers
9 shall not be liable for or obligated to reimburse any contribution to the Plan made by the Debtor and
10 its Estate, nor shall the Survivors' Trust be authorized to seek such recovery.

11 9.4. ***Unknown Abuse Claims Reserve.***

12 9.4.1. *Payments to Unknown Abuse Claims Reserve.* Upon (a) the Effective Date,
13 the Survivors' Trust shall segregate \$~~5,000,000.00~~ ~~(Five~~ 3,700,000.00 ~~(Three~~ Million Seven
14 Hundred Thousand Dollars and Zero Cents) of the Initial Debtor Contribution into the Unknown
15 Abuse Claims Reserve. ~~—, (b) the date that is the two-year anniversary of the Effective Date, the~~
16 Survivors' Trust shall segregate \$1,000,000.00 (One Million Dollars and Zero Cents) of the
17 Additional Debtor Contribution described in Section 9.3.1.2 herein into the Unknown Abuse Claims
18 Reserve, and (c) the date that is three years and six months after the Effective Date, the Survivors'
19 Trust shall segregate \$3,000,000.00 (Three Million Dollars and Zero Cents) of the Additional
20 Debtor Contribution described in Section 9.3.1.3 herein into the Unknown Abuse Claims Reserve.

21 9.4.2. *Duration.* The Unknown Abuse Claims Reserve shall be maintained for
22 the greater of (i) ~~(a)~~ five years after the Effective Date, and (ii) ~~(b)~~ resolution of all Unknown Abuse
23 Claims submitted to the Survivors' Trustee within five years after the Effective Date. On that date,
24 the remaining funds in the Unknown Abuse Claims Reserve will be de-segregated and returned to
25 the Survivors' Trust's general accounts, and neither the Debtor, Reorganized Debtor, Survivors'
26 Trust, nor any Settling Insurer shall have any more liability for any Unknown Abuse Claim.

1 ~~9.5. Vesting~~Vesting. On the Effective Date, all Survivors' Trust Assets shall vest in the
2 Survivors' Trust, and the Debtor, Reorganized Debtor, ~~Contributing Non-Debtor Catholic~~
3 ~~Entities~~RCWC, subject to the terms of the RCWC Escrow, and Settling Insurers shall be deemed
4 for all purposes to have transferred all of their respective interests in the Survivors' Trust Assets to
5 the Survivors' Trust. On the Effective Date, or as soon as practicable thereafter, the Reorganized
6 Debtor, any other Released Party, and Settling Insurers, as applicable, shall take all actions
7 reasonably necessary to transfer any Survivors' Trust Assets to the Survivors' Trust. Upon the
8 transfer of control of Survivors' Trust Assets in accordance with this paragraph, the Debtor,
9 Reorganized Debtor, ~~Contributing Non-Debtor Catholic Entities~~RCWC (subject to the terms of the
10 RCWC Escrow), and the Settling Insurers shall have no further interest in the Survivors' Trust
11 Assets except as otherwise explicitly provided in this Plan.

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

1 9.7. ***Right to Elect to Receive an Immediate Payment.*** Not later than fourteen (14) days
2 following the Effective Date, the Survivors' Trustee shall mail the Immediate Payment Notice to
3 counsel for all Holders of Abuse Claims or to any Holder of an Abuse Claim that is not represented
4 by counsel. Holders of Abuse Claims may elect to receive the Immediate Payment from the
5 Survivors' Trust by ~~checking the appropriate box on their respective Ballots~~ signing and returning
6 the Immediate Payment Notice such that it is postmarked (if sent by US Mail) not later than the date
7 that is forty-five (45) days after the Effective Date, or if such date is not a Business Day the next
8 Business Day thereafter (the "Immediate Payment Election Deadline"). Only Abuse Claimants
9 who return ~~a Ballot and who~~ an Immediate Payment Notice not later than the Immediate Payment
10 Election Deadline, affirmatively ~~check the box on~~ indicating their Ballot indicating they wish election
11 to receive the Immediate Payment, shall be entitled to receive the Immediate Payment. If an Abuse
12 Claimant elects to receive the Immediate Payment, the payment will be made within thirty (30) days
13 after the ~~Effective Date. After receipt of~~ Immediate Payment Election Deadline. After receiving the
14 Immediate Payment, the Abuse Claimant shall not be entitled to any further distributions from the
15 Survivors' Trust and shall not be entitled to pursue any Abuse Claim against the ~~Non-Settling~~
16 ~~Insurers or any other party.~~ Debtor, the Reorganized Debtor, the Survivor's Trust, the Released
17 Parties, the Insurers, RCWC, and/or the RCWC Escrow. The Immediate Payment Notice shall
18 include conspicuous language indicating that return of the election form and acceptance of the
19 Immediate Payment constitutes a full and final release of all Claims against the foregoing parties.
20 If a Person submitted, or is the Holder of, more than one Abuse Claim and such Holder elects to
21 receive the Immediate Payment, such Holder shall only be entitled to one Immediate Payment on
22 account of all of their Abuse Claims, shall not be entitled to any further distributions from the
23 Survivors' Trust, and shall ~~not be entitled to pursue any Abuse Claim~~ be deemed to have released all
24 Claims against the ~~Non-Settling~~ Debtor, the Reorganized Debtor, the Survivor's Trust, the Released
25 Parties and the ~~Insurers or any other party.~~

1 9.8. *Method of Determination of Abuse Claims and Rights of Abuse Claimants to*
2 *Choose to ~~Accept a Distribution or to Pursue Litigation~~.* After the Effective Date, every Trust
3 Claim held by an Abuse Claimant shall be reviewed and allocated a percentage of the ~~recovery~~
4 ~~pool~~ Survivors' Trust Assets based on numerical scaling factors (but not based on alleged dollar
5 value of the Claim) by the Abuse Claims Reviewer in order to determine the distribution to each
6 such Holder in accordance with the terms of the Survivors' Trust Documents.

7 9.8.1. ~~9.8.1~~ *Notice of Initial Determination.* Based on the percentage allocation
8 determined by the Abuse Claims Reviewer, the Survivors' Trustee shall provide a determination of
9 the distribution to which each Holder of each Trust Claim is entitled (the "**Initial Determination**"),
10 in accordance with the terms of the Survivors' Trust Documents. Counsel to each Holder of a Trust
11 Claim, or the Holder of a Trust Claim if they are not represented by counsel, will receive a notice
12 containing the Initial Determination, including a projected recovery based on the anticipated
13 available assets of the Survivors' Trust at the time of the Initial Determination.

14 9.8.2. ~~9.8.2~~ *Right to Appeal Notice of Initial Determination.* Within thirty (30)
15 days of receipt of the notice of the Initial Determination, each Holder of a Trust Claim shall have
16 the right to request an additional review of the Initial Determination by the Abuse Claims Reviewer
17 and shall be allowed to submit additional documentation or information that such Claimant believes
18 should be considered. The Abuse Claims Reviewer shall provide a subsequent determination (the
19 "**Review Determination**"), as provided for in the Survivors' Trust Documents. If requested, the
20 Review Determination shall be the "**Final Determination**" for purposes of such Holder's
21 distributions from the Survivors' Trust. If the Review Determination is not requested, the outcome
22 of the Initial Determination shall be the Final Determination. For the avoidance of doubt, no
23 determination will be made in the Chapter 11 Case concerning the alleged dollar value of an Abuse
24 Claim for purposes of ~~unsettled~~ Abuse Insurance Policies issued by Non-Settling Insurers. Neither
25 the Abuse Claims Reviewer's ~~or~~ nor Survivors' Trustee's review of an Abuse Claim and
26 determination of qualification, nor the Survivors' Trust's estimation of Claims or payment of
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1 distributions, shall constitute a trial, an adjudication on the merits, or evidence of liability or
2 damages in any litigation with the Non-Settling Insurer or any other Person.

3 9.8.3. ~~9.8.3-~~*Distributions to Trust Claimants from the Survivors' Trust.* Subject
4 to the Survivors' Trust Documents, the following procedures will govern distributions to Trust
5 Claimants from the Survivors' Trust:

6 9.8.3.1. ~~9.8.3.1-~~Within 30 days of the Abuse Claims Reviewer's
7 completion of all Review Determinations, the Survivors' Trustee shall make a projection of
8 anticipated distributions to each Holder of a Trust Claim. This amount may differ from the
9 Initial Determination after accounting for Review Determinations.

10 9.8.3.2. ~~9.8.3.2-~~The Survivors' Trustee will make an initial
11 distribution (the "**Initial Distribution**") to each Trust Claimant, ~~except for those Trust~~
12 ~~Claimants who elect the Litigation Option (defined in Section 9.8.4). Any Trust Claimant~~
13 ~~who does not timely elect the Litigation Option (defined in Section 9.8.4) shall automatically~~
14 ~~be deemed to have elected to receive a distribution from the Survivors' Trust under this~~
15 ~~Section 9.8.3 (the "**Distribution Option**").~~ The Initial Distribution shall be comprised of each
16 such Trust Claimants' *pro rata* share of the Survivors' Trust Assets existing on that date,
17 less (i) reasonable reserves for the Survivors' Trust and (ii) all reserves made pursuant to
18 ~~Section 9.8.4.1 hereof, in each case to be determined by the Survivors' Trustee in~~
19 ~~accordance with the Survivors' Trust Documents~~ (the "**Initial Reserve**").

20 9.8.3.3. ~~9.8.3.3-~~Upon the receipt of additional Cash contributions into
21 ~~the Survivors' Trust, including from sales of real property owned by~~ the Survivors' Trust,
22 the Survivors' Trustee shall make further distributions (the "**Additional Distributions**") to
23 the Trust Claimants ~~who are deemed to have elected (or who later changed their election~~
24 ~~from the Litigation Option to) the Distribution Option and the Survivors' Trust Documents,~~
25 ~~less such, less~~ appropriate reserves (the "**Additional Reserves**").

26 9.8.3.4. ~~9.8.3.4-~~After (i) the final resolution of all Trust Claims,
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1 including with respect to the Trust Claimants who selected the Litigation Option, and (ii) all
2 Survivors' Trust Assets are monetized, the Survivors' Trustee shall make a final distribution
3 to the Trust Claimants ~~who elected (or who are deemed to have elected) the Distribution~~
4 ~~Option~~ (the "**Final Distribution**"), which shall include previously withheld reserves and any
5 reallocated funds. If, ~~after~~ 180 days ~~from~~after the date of the Final Distribution, there are
6 any funds which are not claimed by ~~the~~any Trust Claimant, such unclaimed funds shall ~~be~~
7 ~~returned to the Reorganized Debtor~~revert to the Survivors' Trust for distribution pursuant to
8 the Survivors' Trust Documents.

9 9.8.4. ~~9.8.4~~ *Right to Elect Litigation Against Non-Settling Insurers and Other*
10 *Parties.* Irrespective of whether a Trust Claimant has requested an additional review of the Initial
11 Determination by the Abuse Claims Reviewer, ~~within~~not later than the later of the first anniversary
12 of the Effective Date or ninety (90) days after receiving the notice of the Initial Determination ~~of~~
13 ~~the, (i) Trust Claimant's Trust Claim, such Trust Claimant~~Claimants holding Abuse Claims against
14 the Debtor may elect to pursue litigation against the Debtor (as ~~a~~ nominal party only), Non-Settling
15 Insurers and/or other parties ~~(excluding the Debtor or Reorganized Debtor as appropriate) (the~~
16 ~~"Abuse Claim Litigation" and, the election of the Abuse Claim Litigation, the "Litigation~~
17 ~~Option")~~and (ii) Trust Claimants that have granted a RCWC Release may elect to pursue litigation
18 against RCWC (as nominal party only), Non-Settling Insurers and/or other parties by filing the
19 notice described in Section 8.2.2 ~~of the Plan~~hereof, which form of notice shall be filed with the Plan
20 Supplement (the "Litigation Option Notice"). For the avoidance of doubt, the Litigation Option
21 Notice may be filed at any time following the Effective Date, but not later than the deadline set forth
22 in this Section. Trust Claimants who do not timely make an election will be deemed to have chosen
23 to forego the Litigation Option ~~and to have elected the Distribution Option.~~

24 ~~9.8.4.1 In the event a Trust Claimant elects the Litigation Option, the~~
25 ~~Reserved Amount to be held by the Survivor's Trustee on account of such Trust Claimant~~
26 ~~shall be the amount of such Trust Claimant's Final Determination. As the Survivors' Trust~~

1 receives additional Cash (including, without limitation, on account of the Debtor Cash
2 Contributions, RCWC Cash Contributions, Insurance Settlement Agreements, other
3 contributions of Cash, or proceeds from the liquidation of any of the Survivors' Trust
4 Assets), the Survivors' Trustee shall increase the Reserved Amount on account of such Trust
5 Claimant commensurately.

6 9.8.4.2 The liability, if any, of the Survivors' Trust to a Trust Claimant who
7 elects the Litigation Option shall be limited to the Reserved Amount for such Trust Claimant,
8 even if the Trust Claimant obtains a judgment by a Final Order through the Abuse Claim
9 Litigation (the "Litigation Judgment") that is higher than the Reserved Amount.

10 9.8.4.3 In the case of a Trust Claimant who obtains a Litigation Judgment
11 that is lower than the Reserved Amount for such Trust Claimant, the distribution from the
12 Survivors' Trust to such Trust Claimant shall be capped at the amount of the Litigation
13 Judgment; provided, however, that such distribution from the Survivors' Trust shall be
14 further reduced by the amount of any liability for the Litigation Judgment that is apportioned
15 to (i) one or more defendants in the Abuse Claim Litigation other than any of the Released
16 Parties, and/or (ii) any Non-Settling Insurer on account of such Non-Settling Insurer's
17 coverage obligations under an Abuse Insurance Policy, if any, subject to such Non-Settling
18 Insurer's rights to Contribution and other rights under this Plan and the applicable Abuse
19 Insurance Policy(ies). The difference between a Trust Claimant's Reserved Amount and the
20 reduced distribution to such Trust Claimant from the Survivors' Trust shall be reallocated
21 for distribution to Trust Claimants in their *pro rata* share.

22 9.8.4.4 In the *case of a Trust Claimant who obtains a Litigation Judgment*
23 that is higher than the Reserved Amount for such Trust Claimant, the distribution from the
24 Survivors' Trust to such Trust Claimant shall be the lower of: (a) the Reserved Amount or
25 (b) the amount of such Litigation Judgment less any liability for the Litigation Judgment
26 apportioned to (i) any *defendants in the Abuse Claim Litigation other than any of the*

1 ~~Released Parties and/or (ii) any Non-Settling Insurer on account of such Non-Settling~~
2 ~~Insurer's coverage obligations under an Abuse Insurance Policy, if any, subject to such Non-~~
3 ~~Settling Insurer's rights to Contribution and other rights under this Plan and the applicable~~
4 ~~Abuse Insurance Policy(ies). The difference between a Trust Claimant's Reserved Amount~~
5 ~~and the reduced distribution to such Trust Claimant from the Survivors' Trust shall be~~
6 ~~reallocated for distribution to Trust Claimants who elected the Distribution Option in their~~
7 ~~pro rata share.~~

8 9.8.4.5 ~~If a Trust Claimant obtains a Litigation Judgment for which all~~
9 ~~liability is assigned in the aggregate to (i) defendants in the Abuse Claim Litigation other~~
10 ~~than the Released Parties and/or (ii) one or more Non-Settling Insurers, any party found~~
11 ~~liable for payment to such Trust Claimant shall pay that judgment directly to such Trust~~
12 ~~Claimant. The Trust Claimant shall have no further claims against the Survivors' Trust. The~~
13 ~~Survivors' Trustee shall reallocate the Reserved Amount on account of such Trust~~
14 ~~Claimant's Trust Claim for distribution to Trust Claimants who elected the Distribution~~
15 ~~Option in their pro rata share.~~

16 9.8.4.6 ~~If, pursuant to Section 9.8.4, a Trust Claimant who received a~~
17 ~~Litigation Judgment is entitled to a distribution from the Survivors' Trust, the Survivors'~~
18 ~~Trustee shall make any such distribution from the Survivors' Trust Assets to such Trust~~
19 ~~Claimant not later than thirty (30) days after the Survivors' Trustee receives notice of entry~~
20 ~~of the Trust Claimant's Litigation Judgment in the Abuse Claim Litigation. If the Survivors'~~
21 ~~Trust is not a formal notice party in the Abuse Claim Litigation filed by such Trust Claimant,~~
22 ~~it shall be the burden of the Trust Claimant to serve the Survivors' Trustee with notice of~~
23 ~~entry of the Trust Claimant's Litigation Judgment in the Abuse Claim Litigation.~~

24 9.8.4.1. 9.8.4.7 Upon written notice to the Survivors' Trustee, subject
25 to the Survivors' Trustee's sole and absolute discretion, a TrustLitigation Claimant ~~who~~
26 ~~selected the Litigation Option~~ may rescind that election ~~in favor of the Distribution Option~~

1 ~~and shall be treated, for all purposes under the Plan, as having selected the Distribution~~
2 ~~Option.~~ Notwithstanding the foregoing, the Survivors' Trustee shall consent to such
3 rescission if such written notice of rescission is given prior to entry of an order of dismissal
4 or a final judgment by a Final Order in the Abuse Claim Litigation in favor of a Released
5 Party or RCWC.

6 ~~9.8.4.8 Trust Claimants electing the Distribution Option rather than the~~
7 ~~Litigation Option shall be eligible for Additional Distributions and any Final Distribution,~~
8 ~~in each case as determined by the Survivors' Trustee in accordance with the Survivors Trust~~
9 ~~Documents but may not later change their election to the Litigation Option.~~

10 ~~9.8.4.9 Following final resolution of the last Abuse Claim Litigation, the~~
11 ~~Survivors' Trustee will make the Final Distribution as set forth in Section 9.8.3.4 above.~~

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

26 9.8.4.3. A Litigation Claimant shall be entitled to an enhancement of
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1 ten percent (10%) if the Survivors' Trust negotiates an Insurance Settlement Agreement for
2 a Target Policy of such Litigation Claimant if the Insurance Settlement Agreement is entered
3 into prior to the date which is 90 days after the Litigation Claimant files their Litigation
4 Option Notice.

5 9.8.4.4. A Litigation Claimant shall be entitled to an enhancement of
6 twenty-five percent (25%) if the Survivors' Trust negotiates an Insurance Settlement
7 Agreement for a Target Policy of such Litigation Claimant if the Insurance Settlement
8 Agreement is entered into after litigation commences but prior to a deposition or interview
9 of the Litigation Claimant by opposing counsel in such Litigation Claimant's case.

10 9.8.4.5. A Litigation Claimant shall be entitled to an enhancement of
11 forty percent (40%) if the Survivors' Trust negotiates an Insurance Settlement Agreement
12 for a Target Policy of such Litigation Claimant if the Insurance Settlement Agreement is
13 entered into after a deposition or interview of the Litigation Claimant by opposing counsel
14 but before commencement of a trial in such Litigation Claimant's case.

15 9.8.4.6. A Litigation Claimant shall be entitled to an enhancement of
16 fifty (50%) if the Survivors' Trust negotiates an Insurance Settlement Agreement for a
17 Target Policy of such Litigation Claimant if the Insurance Settlement Agreement is entered
18 into on or after the first day of a trial in such Litigation Claimant's case.

19 9.8.4.7. A Litigation Claimant shall be entitled to an enhancement of
20 one hundred percent (100%) if the Survivors' Trust negotiates an Insurance Settlement
21 Agreement for a Target Policy of such Litigation Claimant if the Insurance Settlement
22 Agreement is entered into after a Litigation Claim Award entered in favor of the Litigation
23 Claimant in such litigation becomes final and non-appealable.

24 9.8.4.8. In no event may a Litigation Claimant receive more than the
25 total amount of his or her Litigation Claim Award from all sources. For the avoidance of
26 doubt, if, after accounting for recovery from parties other than the Survivors' Trust, a
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1 Litigation Claimant receives any amount in excess of the amount of the Litigation Claim
2 Award, such amount shall be recoverable by the Survivors' Trustee. In any *case of a Trust*
3 *Claimant who obtains a Litigation Claim Award, where the payment of any amounts payable*
4 *to such Trust Claimant by (i) defendants in the Abuse Claim Litigation other than the*
5 *Released Parties and/or (ii) one or more Non-Settling Insurers, when taken together with*
6 *any distributions received by such Trust Claimant from the Survivors' Trust, would cause*
7 *such Trust Claim to receive more than the total amount of his or her Litigation Claim Award,*
8 *then (a) all amounts to be paid under such Litigation Claim Award that would be in excess*
9 *of such Litigation Claim Award shall be paid to the Survivors' Trustee to be allocated for*
10 *distribution to other Trust Claimants on account of their pro rata share of Survivors' Trust*
11 *Assets, or (b) if such amounts are paid directly to the Litigation Claimant, such Litigation*
12 *Claimant shall immediately turn them over to the Survivors' Trustee; provided, however,*
13 *any such Abuse Claimant is not barred by this Section 9.9 from seeking extracontractual*
14 *damages under the holding of Hand and (iii) all defenses and the rights of any Non-Settling*
15 *Insurer to oppose any such claim by an Abuse Claimant under Hand are fully preserved,*
16 *including without limitation that Hand is not a correct statement of applicable law and that*
17 *it would not apply to any such asserted claim.*

18 9.8.5. ~~9.8.5-Reporting Requirement.~~ The Survivors' Trustee shall report to the
19 Reorganized Debtor, on a quarterly basis, or upon reasonable request, (i) the date on which each
20 Abuse Claimant is notified of their award under the Survivors' Trust Distribution Plan, (ii) whether
21 each Abuse Claimant has elected the Immediate Payment, ~~the Distribution Option,~~ or the Litigation
22 Option, and (iii) any modification made by any Abuse Claimant to their treatment status.

23 9.9. *Provisions for Preliminary Distribution to Holders of Allowed Abuse Claims.*

24 9.9.1. *Preliminary Review.* Not later than the Preliminary Abuse Claim
25 Allowance Deadline, the Abuse Claims Reviewer shall review the Proof of Claim for each Abuse
26 Claim to (a) determine whether it is an Allowed Claim, and (b) determine whether it asserts a

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

7 9.9.2. Preliminary Distribution. Not later than the date that is the later of (a) ten
8 (10) days after the Preliminary Abuse Claim Allowance Deadline, and (b) thirty (30) days after the
9 Effective Date, *the Survivors' Trustee shall make* a Preliminary Distribution to the Holder of each
10 Abuse Claim determined by the Abuse Claims Reviewer to be an Allowed Claim in the amount of
11 \$5,000.00 to each such Holder *from the Survivors' Trust Assets in accordance with the Survivors'*
12 *Trust Documents.*

13 9.10. ~~9.9.~~ Compensation and Reimbursement of Expenses to Survivors' Trustee and
14 Survivors' Trust Professionals. The Survivors' Trustee shall be entitled to compensation as
15 provided for in the Survivors' Trust Documents. The Survivors' Trustee may retain and reasonably
16 compensate, without Bankruptcy Court approval and without the consent of the Reorganized
17 Debtor, counsel and other Professionals as reasonably necessary to assist in the duties of the
18 Survivors' Trustee subject to the terms of the Survivors' Trust Documents. All fees and expenses
19 incurred in connection with the foregoing shall be payable ~~from~~by the Survivors' Trust, as provided
20 for in the Survivors' Trust Documents.

21 9.11. ~~9.10.~~ Excess Survivors' Trust Assets. After ~~the payment of all Abuse Claims that~~
22 ~~are entitled to a distribution~~all distributions from the Survivors' Trust ~~and all expenses of the~~have
23 ~~been made to Holders of Allowed Abuse Claims and all~~ Survivors' Trust Expenses have been paid,
24 all remaining Assets in the Survivors' Trust shall be transferred to ~~the Reorganized Debtor~~
25 ~~concurrent with the termination of~~a charity to support sexual abuse survivors chosen by the
26 Survivors' Trust *pursuant to the Survivors' Trust Documents*Advisory Board.

1 9.12. ~~9.11.~~ *Indemnification of Debtor, Reorganized Debtor,* ~~and Contributing Non-~~
2 ~~Debtor Catholic Entities~~ RCWC. The Survivors' Trust shall indemnify and hold harmless the
3 Debtor, the Reorganized Debtor, ~~and the Contributing Non-Debtor Catholic Entities~~ RCWC from
4 and against any and all Abuse Claims, as well as indemnify and reimburse such parties for all fees,
5 costs and expenses related to Abuse Claims (including such fees, costs and expenses incurred in
6 connection with discovery), to the extent set forth in this Plan and the Survivors' Trust Documents,
7 provided that as to RCWC such indemnification shall apply only as to Released RCWC Claims.

8 The Survivors' Trust shall not have any obligation to indemnify any Person accused of committing
9 a physical act of Abuse against an Abuse Claimant or such Abuse Claimant's predecessor(s)-in-
10 interest.

11 9.13. ~~9.12.~~ *Modification of Survivors' Trust Documents.* The Survivors' Trust
12 Documents may not be amended or modified without the consent of the Reorganized Debtor. ~~The~~
13 ~~Reorganized Debtor shall also have consent rights with respect to the appointment of any successor~~
14 ~~Survivors' Trustee and Survivors' Trust Advisory Committee members~~, which consent shall not be
15 unreasonably withheld. Notwithstanding the foregoing, the indemnification obligations of the
16 Survivors' Trust described in this Plan as to any Released Party may not be amended or modified
17 without the consent of such Released Party and no such amendment shall affect the rights of any
18 remaining Non-Settling Insurers.

19 ~~ARTICLE X~~
20 ARTICLE X

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

22 10.1. *Conditions to Confirmation.* The following are conditions precedent to
23 Confirmation of this Plan that must be (i) satisfied, or (ii) waived, subject to Court approval:

24 10.1.1. A Final Order, ~~finding the Disclosure Statement contains adequate~~
25 ~~information pursuant to Section 1125 of the Bankruptcy Code,~~ shall have been entered by the
26 Bankruptcy Court.

27 10.1.2. The Plan, Plan Supplement, ~~Disclosure Statement,~~ Survivors' Trust

1 Documents, and any other Plan Documents are in a form acceptable to the Debtor and ~~Contributing~~
2 ~~Non-Debtor Catholic Entities~~ RCWC. Except as to the Debtor, all such documents shall be deemed
3 acceptable to each of the foregoing Persons unless such Person Files a written objection to
4 confirmation of the Plan.

5 10.1.3. The proposed Confirmation Order is acceptable to the Debtor and
6 ~~Contributing Non-Debtor Catholic Entities~~ RCWC. Except as to the Debtor, all such documents
7 shall be deemed acceptable to each of the foregoing Persons unless such Person Files a written
8 objection to the form of the proposed Confirmation Order.

9 10.1.4. The Confirmation Order approves the Channeling Injunction and
10 Exculpation Clause.

11 10.1.5. The Confirmation Order approves the ~~release of, and releases, all~~
12 ~~Contributing Non-Debtor Catholic Entities~~ form of the RCWC Release and includes a finding that
13 any Abuse Claimant returning a signed RCWC Release shall fully and completely release all claims
14 against RCWC as and to the extent provided in the ~~Plan~~ RCWC Release form.

15 ~~10.1.6. The Confirmation Order shall include findings of fact that: (i) the release of~~
16 ~~each of the Contributing Non-Debtor Catholic Entities is fair and necessary to the Debtor's~~
17 ~~reorganization and reorganization is unlikely without that Entity's release; (ii) sufficient identity of~~
18 ~~interests exists between the Debtor and the released Contributing Non-Debtor Catholic Entities such~~
19 ~~that a suit against any of the released Contributing Non-Debtor Catholic Entities is a suit against the~~
20 ~~Debtor or will deplete Estate assets; (iii) all consideration given by a released Contributing Non-~~
21 ~~Debtor Catholic Entity provides significant and critical funding for this Plan constituting a~~
22 ~~substantial contribution to the success of the Plan; and (iv) released Contributing Non-Debtor~~
23 ~~Catholic Entities would not make a substantial contribution absent the benefits they obtain from the~~
24 ~~third party releases.~~

25 10.1.6. ~~10.1.7.~~ The Confirmation Order shall include a finding of fact that the
26 Debtor, ~~each of the Contributing Non-Debtor Catholic Entities~~ RCC, RCWC, Adventus, any Settling
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1 Insurers, and each of their respective present and former members, officers, directors, employees,
2 advisors, attorneys, and agents acted in good faith within the meaning of and with respect to all of
3 the actions described in Section 1125(e) of the Bankruptcy Code and are, therefore, not liable for
4 the violation of any applicable law, rule, or regulation governing such actions.

5 [10.1.7.](#) ~~10.1.8.~~ The Confirmation Order in a form consistent with the foregoing
6 shall be entered in the Chapter 11 Case.

7 10.2. **Conditions to Effectiveness.** The following are conditions precedent to the Effective
8 Date that must be (i) satisfied, or (ii) waived, subject to Court approval (for the avoidance of doubt,
9 the Effective Date is not conditioned on resolution of any litigation or assumption of any Unexpired
10 Leases or Executory Contracts):

11 10.2.1. The Confirmation Order shall have been entered and shall be a Final Order
12 in a form reasonably acceptable to the Debtor, and there shall be no stay or injunction that would
13 prevent the occurrence of the Effective Date. The Debtor in its sole discretion may waive the
14 requirement that the Confirmation Order be a Final Order.

15 10.2.2. There shall have been no material amendments to the Plan or Confirmation
16 Order [following entry of the Confirmation Order.](#)

17 10.2.3. The Debtor and all other necessary parties shall have executed all
18 documents and entered into all agreements as may be necessary in connection with the Exit Facility
19 described in Article XI of the Plan.

20 10.2.4. The Debtor, the Survivors' Trustee, and any other necessary parties shall
21 have executed all documents necessary for formation of the Survivors' Trust, and for the Survivors'
22 Trustee to administer and operate the Survivors' Trust.

23 [10.2.5. The Debtor shall have executed and delivered to the Survivors' Trustee the](#)
24 [Debtor Contribution Deeds of Trust.](#)

25 [10.2.6. The RCWC Escrow shall have been executed by RCWC and the RCWC](#)
26 [Escrow Agent and the Initial RCWC Contribution shall have been transferred to the RCWC Escrow.](#)

1 10.2.7. ~~10.2.5. Transfer of funds~~ The Initial Debtor Contribution and the proceeds
2 of any pre-Effective Date Insurance Settlement Agreement shall have been transferred to the
3 Survivors' Trust ~~for all initial contributions to the Survivors' Trust shall have been made~~, and the
4 proof thereof provided to the Debtor and the Survivors' Trustee.

5 10.2.8. ~~10.2.6.~~ All other actions, authorizations, filings, consents, and approvals
6 required (if any), including but not limited to canonical approvals, shall have been obtained,
7 effected, or executed in a manner acceptable to the Debtor and remain in full force and effect or, if
8 waivable, waived by the Person or Persons entitled to the benefit thereof.

9 10.2.9. ~~10.2.7.~~ All other actions, documents, and agreements necessary to
10 implement and effectuate the Plan shall have been effected or executed.

11 10.2.10. ~~10.2.8.~~ The statutory fees owing to the United States Trustee as of the
12 deadline for payment immediately preceding the Effective Date shall have been paid in full.

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

21 **10.4. Revocation of the Plan.** If Confirmation does not occur, an order denying
22 Confirmation is entered by the Bankruptcy Court, or if the Plan does not become effective, then the
23 Plan shall be null and void, and nothing contained in the Plan or Disclosure Statement shall: (a)
24 constitute a waiver or release of any Claims against the Debtor; (b) constitute a waiver or release of
25 any right, claim or cause of action of the Debtor; (c) constitute an admission of any fact or legal
26 conclusion by the Debtor or any other Person or Entity; (d) prejudice in any manner the rights of the

1 Debtor or any other party in any related or further proceedings; or (e) constitute a settlement, implicit
2 or otherwise, of any kind whatsoever.

3 ~~ARTICLE XI~~ ARTICLE XI

4 **EXIT FINANCING**

5
6 11.1. *The Exit Facility.* On the Effective Date, the Reorganized Debtor shall enter into the
7 Exit Facility with the Exit Facility Lender. Confirmation of the Plan shall be deemed approval of
8 the Exit Facility, the transactions contemplated thereby, and all actions to be taken, undertakings to
9 be made, and obligations to be incurred by the Reorganized Debtor in connection therewith. Upon
10 entry of the Confirmation Order, the Debtor and Reorganized Debtor (as applicable) shall be
11 authorized to execute and deliver those documents necessary or appropriate to obtain the Exit
12 Facility, including the Exit Facility Documents, without further notice to or order of the Bankruptcy
13 Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization,
14 or approval of any Person, subject to such modifications as the Debtor and the Exit Facility Lender
15 may deem to be necessary to consummate the Exit Facility. The Exit Facility will be in the total
16 amount of \$55,000,000 of which up to \$15,000,000 will be used to refinance the DIP Obligations,
17 and the remaining balance of which will be new lending on the Effective Date. Proceeds of the Exit
18 Facility shall be used to (a) refinance the then-outstanding balance of the DIP Obligations, (b) fund
19 the Initial Debtor Contribution, and (c) fund the operations of the Reorganized Debtor.

20 11.2. *Effect of the Exit Facility.* On the Effective Date, the Exit Facility shall constitute
21 legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtor,
22 enforceable in accordance with its terms and such indebtedness and obligations (and the transactions
23 effectuated to implement the Exit Financing) shall not be and shall not be deemed to be, enjoined
24 or subject to discharge, impairment, release or avoidance under the Plan, the Confirmation Order or
25 on account of the confirmation or consummation of the Plan. On the Effective Date, all the liens
26 and security interests granted in accordance with the Exit Facility Documents shall be legal, valid,
27 binding upon the Reorganized Debtor, enforceable in accordance with their respective terms, and

1 no obligation, payment, transfer or grant of security under the Exit Facility Documents shall be
2 stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law
3 or subject to any defense, reduction, recoupment, setoff or counterclaim. Such liens and security
4 interests shall be deemed automatically perfected on the Effective Date without the need for the
5 taking of any further filing, recordation, approval, consent or other action, and such liens and
6 security interests shall not be enjoined or subject to discharge, impairment, release, avoidance,
7 recharacterization or subordination (including equitable subordination) for any purposes whatsoever
8 and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code
9 or any applicable non-bankruptcy law.

10 11.3. *Authorization.* On the Effective Date, the Reorganized Debtor and the Exit Facility
11 Lender shall be authorized to make all filings and recordings, obtain all governmental approvals and
12 consents, and take any other actions necessary to establish and perfect such liens and security
13 interests under the provisions of the applicable state, federal, or other law (whether domestic or
14 foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being
15 understood that perfections shall occur automatically by virtue of the entry of the Confirmation
16 Order and any such filings, recordings, approvals, and consents shall not be required), and the
17 Reorganized Debtor shall thereafter cooperate to make all other filings and recordings that otherwise
18 would be necessary under applicable law to give notice of such liens and security interests to third
19 parties.

20 **ARTICLE XII**~~ARTICLE XII~~

21 **MEANS FOR IMPLEMENTING THE PLAN**

22 12.1. *Revesting.*

23 12.1.1. ~~12.1.1~~ *Revesting of Property in the Reorganized Debtor.* On the Effective
24 Date, all property of the Estate as defined in Section 541 of the Bankruptcy Code other than the
25 Survivors' Trust Assets, including any Causes of Action, shall ~~revest~~be revested in the Reorganized
26 Debtor, free and clear of all Liens and encumbrances and all Claims, rights, interests, and
27

1 entitlements. Thereafter, the Reorganized Debtor may use, sell, transfer or exchange such property
2 in its discretion, subject to any restriction or limitation set forth in the Plan.

3 12.1.2. ~~12.1.2~~ *Obtaining Credit.* At any time after the Effective Date the
4 Reorganized Debtor may obtain credit in its sole discretion without approval of the Bankruptcy
5 Court.

6 12.1.3. ~~12.1.3~~ *No Waiver.* No claim, right, Cause of Action, or other property of
7 the Estate shall be deemed waived or otherwise forfeited by the Debtor's failure to identify such
8 property in the Schedules or the Disclosure Statement accompanying the Plan.

9 ~~12.2. Non-Monetary Commitment to Healing and Reconciliation~~ Non-Monetary
10 Commitment to Healing and Reconciliation. In order to further promote healing and reconciliation,
11 and in order to continue efforts to protect children and vulnerable adults and to prevent Abuse from
12 occurring in the future, the Reorganized Debtor shall, (a) as of the Effective Date *continue the non-*
13 *monetary measures outlined in Article IV(G) of the Third Amended Disclosure Statement entitled*
14 *"Debtor's Mission to Effect Reconciliation and Compensation"* after the Effective Date; and (b) not
15 later than the Effective Date (unless a different date is provided in the Confirmation Order), ~~continue~~
16 ~~the non-monetary measures outlined in Article IV(G) of the Disclosure Statement entitled "Debtor's~~
17 ~~Mission to Effect Reconciliation and Compensation,"~~ implement the additional Child Protection
18 Protocols in the form filed as Schedule 1.1.35, which non-monetary measures are expressly
19 incorporated herein, provided that if there is any inconsistency between existing measures identified
20 in "(a)" above, and the Child Protection Protocols, the Child Protection Protocols shall govern.

21 ~~12.3. CCCEB Settlement~~ CCCEB Settlement. Upon the occurrence of the Effective Date,
22 the CCCEB Settlement, in accordance with the CCCEB Settlement Documents, shall become
23 effective. The CCCEB Settlement shall include the following terms:

24 12.3.1. In full and complete satisfaction of all obligations under the CCCEB Note,
25 CCCEB shall transfer to RCBO on the Effective Date fee simple title to the Cathedral Property,
26 together with all improvements thereon and all tangible personal property owned by CCCEB and
27

1 located on or used in connection with operation of the Cathedral Property.

2 12.3.2. CCCEB shall assign to RCBO, and RCBO shall assume all obligations of
3 CCCEB under, all current contracts related to maintenance, operation, and security of the Cathedral
4 Property, provided that RCBO may decline to assume any such contract following reasonable
5 diligence review, and further provided that to the extent any such contracts are not assignable under
6 their terms or applicable law or assignment would constitute a breach under the terms of such
7 contract, RCBO may instead, at its election, fund CCCEB's obligations for payment under any such
8 contracts.

9 12.3.3. Funds in deposit accounts in the name of or controlled by CCCEB for
10 operation of the Cathedral Property shall, at RCBO's election, be transferred to RCBO, or otherwise
11 used for operating expenses related to the Cathedral Property or otherwise to pay the debts of
12 CCCEB.

13 12.3.4. CCCEB shall assign to RCBO, and RCBO shall assume all obligations
14 under the existing leases and user agreements with tenants and other users of the Cathedral Property,
15 including (i) that certain License and Services Agreement dated as of January 1, 2020, with RCC
16 regarding the mausoleum on the Cathedral Property; (ii) that certain Commercial Office Lease
17 Agreement with RCC dated as of April 3, 2024; (iii) that certain Lease Agreement with the Order
18 of Malta Clinic of Northern California dated January 25, 2008, and amended February 10, 2023;
19 and (iv) agreements for use of Cathedral Property space with RCWC, and the Cathedral of Christ
20 the Light parish Church.

21 12.3.5. CCCEB shall have no further obligation or liability of any kind for the debt
22 evidenced by the CCCEB Note, or in connection with the CCCEB Note.

23 12.3.6. The Debtor and CCCEB shall agree to such other terms, not inconsistent
24 with the Plan, as are necessary or desired to complete the CCCEB Settlement.

25 12.4. ***Treatment of Actions and Causes of Action.*** On the Effective Date, all Causes of
26 Action held by the Estate or the Debtor other than those included in the Survivors' Trust Assets
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1 shall be deemed fully vested in the Reorganized Debtor. Pursuant to Section 1123(b)(3) of the
2 Bankruptcy Code, the Reorganized Debtor shall retain and have the exclusive authority and standing
3 to prosecute, enforce, pursue, sue on, settle or compromise any and all Causes of Action (including
4 Avoidance Actions), arising before the Effective Date, including all Causes of Action of a trustee
5 and debtor-in-possession under the Bankruptcy Code, but not including the Coverage Action,
6 Assigned Insurance Interests, and any other Causes of Action expressly released or compromised
7 as part of or pursuant to the Plan or by other order of the Bankruptcy Court entered prior to the
8 Effective Date. The Reorganized Debtor shall also retain and may prosecute and enforce all
9 defenses, counterclaims, and rights that have been asserted or could be asserted by the Debtor
10 against or with respect to all Claims asserted against the Debtor or property of the Estate. Failure
11 to specifically identify potential Causes of Action in the Plan shall not be deemed a waiver of any
12 such Cause of Action by the Debtor, Reorganized Debtor, or the Survivors' Trust.

13 ~~12.5. Continued Existence~~Continued Existence. From and after the Effective Date, the
14 Debtor shall continue in existence as the Reorganized Debtor in accordance with applicable law for
15 all purposes, including, among other things, (a) enforcing and prosecuting claims, interests, rights,
16 and privileges of the Debtor including, without limitation, prosecuting Causes of Action, (b)
17 resolving Disputed Non-Abuse Claims, (c) administering the Plan, (d) filing appropriate tax returns
18 and refund requests, and (e) performing all such other acts and conditions required by and consistent
19 with consummation of the Plan.

20 12.6. ***The Survivors' Trust***. On the Effective Date, the Survivors' Trust shall be created,
21 as provided in Article IX of the Plan.

22 12.7. ***Post-Effective Date Prosecution of Non-Abuse Litigation Claims***.

23 12.7.1. ~~12.7.1~~Relief from the Automatic Stay. Effective upon the Effective Date,
24 Holders of Class 6 Claims are granted relief from the automatic stay ~~as provided for in~~ Section 362
25 of the Bankruptcy Code solely for the purpose of continuing to prosecute their Class 6 Claim in a
26 court of competent jurisdiction (each, a "**Class 6 Action**"), including but not limited to, litigating
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1 such action through entry of a judgment, prosecution of any appeals and/or settlement of such action,
2 subject to the terms and conditions set forth herein. All Holders of Class 6 Claims shall be permitted,
3 but not required, to liquidate their Class 6 Action in a court of competent jurisdiction in accordance
4 with 28 U.S.C. § 157(b)(2)(B).

5 12.7.2. ~~12.7.2~~ *Non-Abuse Litigation Reserve.* No less than sixty (60) days after the
6 Effective Date, the Reorganized Debtor shall establish the Non-Abuse Litigation Reserve and fund
7 it with \$750,000.00. For the avoidance of doubt, the Non-Abuse Litigation Reserve shall be separate
8 from any contributions made by the Debtor and RCWC (if any) on behalf of Abuse Claims.

9 12.7.3. ~~12.7.3~~ *Sources of Recovery for Non-Abuse Litigation Claims.*
10 Notwithstanding any provision to the contrary in the Plan Documents, Holders of Class 6 Claims
11 shall be entitled to prosecute and/or settle their respective Class 6 Action, provided that each such
12 Holder shall be limited to recovering from (i) the proceeds of any applicable insurance policy which
13 provides coverage, or could provide coverage, with respect to such Class 6 Claim and (ii) its *pro*
14 *rata* portion of the Non-Abuse Litigation Reserve; *provided, however,* no Holder of a Class 6 Claim
15 may recover more than \$250,000.00 from the Non-Abuse Litigation Reserve. Effective upon the
16 Effective Date, Holders of Class 6 Claims shall be otherwise barred and enjoined from seeking
17 recovery on any judgment or settlement obtained in their respective Class 6 Action from the assets
18 of the Debtor, Reorganized Debtor, ~~Contributing Non-Debtor Catholic Entities,~~ Survivors' Trust,
19 and any other party receiving a release under this Plan.

20 12.7.4. ~~12.7.4~~ *Insurance Coverage for Non-Abuse Litigation Claims.* All parties,
21 including, but not limited to, any insurer under any insurance policy alleged to provide coverage of
22 a Class 6 Claim, reserve and expressly do not waive any of their rights, remedies and/or defenses
23 with respect to any Class 6 Claim. If any insurer denies and/or disclaims coverage of a Class 6
24 Claim, the Debtor or Reorganized Debtor (as applicable) shall reasonably cooperate at the sole cost
25 of the Holder of such Class 6 Claim to assign to that Holder the right to pursue and receive the
26 proceeds of any applicable coverage under such Insurer's Abuse Insurance Policy or Abuse
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1 Insurance Policies. Nothing contained herein shall be deemed a representation or warranty
2 concerning the availability, scope or interpretation of any insurance ~~coverages~~coverage(s) which
3 may or may not exist for Class 6 Claims.

4 12.8. Document Access. The Survivors' Trust shall provide Litigation Claimants, upon
5 request, all non-privileged information previously provided by the Debtor to the Committee bearing
6 on the Debtor's liability for Abuse Claims.

7 12.9. ~~12.8.~~ Bankruptcy Procedure and Transition.

8 12.9.1. ~~12.8.1~~ Notice Required Post-Confirmation. Except as otherwise
9 specifically provided in this Plan, notice of Filings in the Bankruptcy Court after the Confirmation
10 Date, including fee applications, shall be required to be given only to Persons or Entities on the
11 ~~Post-Confirmation~~Post- Confirmation Notice List. Consistent with the Local Rules of the
12 Bankruptcy Court, no other form of service shall be required on parties receiving service through
13 ECF.

14 12.9.2. ~~12.8.2~~ Post-Confirmation Matters. Except as otherwise specified herein,
15 matters arising after the Confirmation Date and subject to the Bankruptcy Court's retained
16 jurisdiction may be initiated in the same manner and with the same effect as if the Chapter 11 Case
17 was pending before the Bankruptcy Court and the Plan had not been confirmed. Subject to the
18 provisions of the Plan and the Bankruptcy Code governing compensation of Professionals, and
19 except as provided in Article XIII of the Plan, every party to such a matter shall bear its own
20 attorneys' fees and costs in connection therewith.

21 12.9.3. ~~12.8.3~~ Dissolution of the Committee. On the Effective Date, the Committee
22 shall be dissolved and the Committee and its members, ~~as of the Effective Date,~~ shall be discharged
23 of and from all further authority, duties, responsibilities, and obligations related to, arising from and
24 in connection with the Chapter 11 Case.

25 12.9.4. ~~12.8.4~~ Statutory Fees.

26 12.9.4.1. ~~12.8.4.1~~ The Reorganized Debtor shall continue to pay all

1 U.S. Trustee Fees accruing on or before the earlier of (i) the closing of the Chapter 11 Case,
2 and (ii) December 31, ~~2026~~2027. Should the Chapter 11 Case remain open through
3 January 1, ~~2027~~2028, or later, the Survivors' Trust shall pay all U.S. Trustee Fees accruing
4 on or after that date until the Chapter 11 Case is closed. All U.S. Trustee Fees shall be paid
5 at the rate in effect at the time such fees come due.

6 12.9.4.2. ~~12.8.4.2~~ Solely for purposes of calculating U.S. Trustee Fees
7 on account of the amounts to be funded by the Debtor to the Survivors' Trust, such amounts
8 shall be considered distributions from the Debtor pursuant to 28 U.S.C. § 1930(a)(6) on the
9 date of such distributions.

10 12.9.4.3. ~~12.8.4.3~~ Contributions by any party to the Survivors' Trust
11 other than the Debtor, including without limitation ~~a Contributing Non-Debtor Catholic~~
12 ~~Entity~~RCWC or a Settling Insurer, shall not be considered distributions by or on behalf of
13 the Debtor or Reorganized Debtor for purposes of calculating U.S. Trustee Fees.

14 12.9.4.4. ~~12.8.4.4~~ Distributions from the Survivors' Trust shall not be
15 considered distributions by or on behalf of the Debtor or Reorganized Debtor for purposes
16 of calculating U.S. Trustee Fees.

17 12.9.5. ~~12.8.5~~ *Post-Confirmation Reporting.* The Reorganized Debtor shall file
18 with the Bankruptcy Court post-confirmation quarterly reports in a form consistent with Bankruptcy
19 Code § 1106(a)(7), Bankruptcy Rule 2015(a)(5), and 28 C.F.R. § 58.8 until the earliest of the
20 Chapter 11 Case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy
21 Code.

22 12.10. ~~12.9.~~ *Post-Petition Deposits.*

23 12.10.1. ~~12.9.1~~ *Closing of Utility Deposit Account.* As of the Effective Date, the
24 Reorganized Debtor shall be authorized to close the Adequate Assurance Account, as defined in the
25 *Final Order Establishing Adequate Assurance Procedures With Respect to The Debtor's Utility*
26 *Providers* [~~Docket~~Dkt. No. 114], and retain all funds held therein.

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1 12.10.2. ~~12.9.2~~ Other Deposits. From and after the Effective Date, the Reorganized
2 Debtor may, at its election, demand the refund of any deposit provided to a Person other than a
3 utility after the Petition Date or may offset the amount of such deposit, at the Reorganized Debtor's
4 election, against either post-Effective Date billings or against distributions to the holder of such
5 deposit on account of its Allowed Claims, or otherwise take any actions permitted by law to obtain
6 recovery of such deposit; for the avoidance of any doubt, the foregoing supersedes any pre- or post-
7 petition agreement between the holder of such deposit and the Debtor.

8 ~~12.10. Other Actions~~ Other Actions. On and after the Effective Date, the Reorganized
9 Debtor and the Survivors' Trustee shall be authorized to take such actions as are reasonably
10 necessary to complete and effectuate the terms of this Plan, subject only to the specific limitations
11 contained in this Plan, the Bankruptcy Code or Bankruptcy Rules, and any order of the Bankruptcy
12 Court.

13 ~~12.11. General Settlement.~~ General Settlement. Pursuant to Sections 105 and 1123 of the
14 Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification,
15 distributions, releases, and other benefits provided under the Plan, on the Effective Date, the
16 provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and
17 controversies resolved pursuant to the Plan, including without limitation the CCCEB Settlement.
18 On or before the Effective Date, the Bankruptcy Court will have approved, by Final Order, such
19 compromises, and the Bankruptcy Court's findings will constitute its determination that such
20 compromises and settlements are in the best interests of the Debtor, the Estate, Abuse Claimants
21 (including Unknown Abuse Claims), Holders of other Claims, and other parties in interest, and are
22 fair, equitable, and within the range of reasonableness. To the extent a separate Final Order is not
23 entered on or before the Confirmation Date, the entry of the Confirmation Order will constitute the
24 Final Order approving the compromises and settlements hereunder.

25 ~~12.12. Closing of the Case~~ Closing of the Chapter 11 Case. As soon as reasonably
26 practicable ~~when the Reorganized Debtor deems appropriate~~, consistent with the provisions of this
27

1 Plan, the Bankruptcy Code, including without limitation, Section 350 of the Bankruptcy Code, the
2 Bankruptcy Rules, including without limitation, Bankruptcy Rule 3022, and the Local Rules of
3 ~~this~~ the Bankruptcy Court, the Reorganized Debtor shall file and serve an application for entry of a
4 Final Decree closing the Chapter 11 Case, together with a proposed Final Decree. The Debtor shall
5 use reasonable efforts to obtain the Survivors' Trustee's consent before filing such application,
6 which consent shall not be unreasonably withheld. A Final Decree may be entered before the
7 Survivors' Trust is fully administered, and the expectation that the Survivors' Trust will make
8 further distributions shall not be a basis for delaying entry of a Final Decree. Entry of a Final Decree
9 closing the Chapter 11 Case shall, whether or not specified therein, be without prejudice to the right
10 of the Reorganized Debtor, the United States Trustee, the Survivors' Trustee, or any other party in
11 interest to reopen the Chapter 11 Case for any matter over which the Bankruptcy Court or the District
12 Court has retained jurisdiction under this Plan. Any Final Decree or order closing this Chapter 11
13 Case will provide that the Bankruptcy Court or the District Court, as appropriate, will retain (a)
14 jurisdiction to enforce, by injunctive relief or otherwise, the Confirmation Order, any other orders
15 entered in this Chapter 11 Case, and the obligations created by this Plan and the Plan Documents;
16 and (b) all other jurisdiction and authority granted to it under this Plan and the Plan Documents.

17 ~~ARTICLE XIII~~ ARTICLE XIII

18 **EFFECT OF PLAN CONFIRMATION**

19 13.1. ***Binding Effect of Confirmation.*** As of the Confirmation Date, but subject to
20 occurrence of the Effective Date, the provisions of this Plan shall be binding on and inure to the
21 benefit of the Debtor, the Estate, all Holders of Claims against the Debtor, and all other Persons or
22 Entities whether or not such Persons or Entities have accepted this Plan. The rights, benefits, and
23 obligations of any Person or Entity named or referred to in the Plan will be binding on, and will
24 inure to the benefit of, the executors, administrators, successors and assigns of each Person or Entity
25 (as applicable), whether or not they have accepted the Plan.

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1 ~~13.2. Ratification~~Ratification. Subject to all the terms of this Plan, the Confirmation Order
2 shall be deemed to ratify all transactions effectuated by the Debtor during the pendency of the
3 Chapter 11 Case to the extent occurring pursuant to an order of the Bankruptcy Court.

4 13.3. **Discharge of Claims**. Under Section 1141(d) of the Bankruptcy Code, and except
5 as otherwise specifically provided in the Plan or in any agreement or document executed pursuant
6 to the Plan, the distributions, rights, and treatment of Claims and Causes of Action in the Plan shall
7 be in complete satisfaction, discharge, and release, as of the Effective Date, of Claims and Causes
8 of Action ~~that arose prior to~~based upon conduct occurring before the Effective Date, whether known
9 or unknown, against the Debtor (including for the avoidance of doubt the Churches) or any of its
10 assets or properties, including without limitation (i) any demands, liabilities, and Causes of Action
11 ~~that arose~~based upon conduct occurring before the Effective Date, (ii) any liability to the extent such
12 Claims relate to services performed by employees of the Debtor before the Effective Date and that
13 arise from a termination of employment, (iii) any contingent or non-contingent liability on account
14 of representations or warranties issued on or before the Effective Date, and (iv) all debts of the kind
15 specified in Sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Any default by the Debtor
16 with respect to any Claim existing immediately before or on account of the filing of the Chapter 11
17 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial
18 determination of the discharge of all Claims subject to the Effective Date occurring. Nothing in this
19 Section 13.3 shall prohibit an Abuse Claimant from exercising the Litigation Option to pursue
20 recovery from any applicable Non-Settling Insurer Abuse Insurance Policy in accordance with this
21 Plan~~, and anything herein to the contrary notwithstanding, to the extent the Holder of an Abuse~~
22 Claim elects the Litigation Option, such Abuse Claim shall not be discharged or released to the
23 extent that such Holder may assert claims in a court of competent jurisdiction against the Debtor in
24 name only and cannot recover any additional amounts from the Debtor other than the Debtor
25 Contribution to the Survivors' Trust as provided herein. For avoidance of doubt, subject to the

1 foregoing, the discharge provided under the Plan and Section 1141 will be effective as to each such
2 Abuse Claim upon conclusion of any such litigation in a court of competent jurisdiction.

3 13.4. ***Confirmation Injunction.***

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

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

19 ~~13.6. Exculpation~~Exculpation. Subject to the occurrence of the Effective Date, to the
20 fullest extent permissible under applicable law and without affecting or limiting either the
21 releases by the Debtor ~~or the Releases by Abuse Claimants~~, and except as otherwise
22 specifically provided in the Plan or the Confirmation Order, none of the Exculpated Parties
23 shall have or incur any liability to any Holder of a Claim or any other Person for any act or
24 omission in connection with, related to, or arising out of, the Chapter 11 Case, the Plan, the
25 pursuit of Confirmation of the Plan, the negotiation and consummation of the Plan, or the
26 administration of the Chapter 11 Case and the Plan, the property to be distributed under the

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

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

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1 or other order; (c) creating, perfecting or in any way enforcing in any matter, directly or indirectly,
2 any Lien or encumbrance; and/or (d) setting off, seeking reimbursement or contributions from, or
3 subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount
4 against any liability or obligation that is discharged under Section 13.3 or exculpated under Section
5 13.6.

6 13.8. *Releases by the Debtor.* As of the Effective Date, except for the rights that remain
7 in effect from and after the Effective Date to enforce the Plan and the Confirmation Order,
8 pursuant to Section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the
9 adequacy of which is hereby confirmed, including the service of the Released Parties and
10 Settling Insurers, and each of them, to facilitate and implement the reorganization of the
11 Debtor, as an integral component of the Plan, the ~~Debtor, the Reorganized Debtor, and the~~
12 ~~Estate~~Releasing Parties shall, and shall be deemed to, expressly, conclusively, absolutely,
13 unconditionally, irrevocably, and forever release and discharge each and all of the Released
14 Parties and Settling Insurers of and from any and all Causes of Action (including Avoidance
15 Actions), any and all other Claims, obligations, rights, demands, suits, judgments, damages,
16 debts, remedies, losses and liabilities of any nature whatsoever (including any derivative
17 claims or Causes of Action asserted or that may be asserted on behalf of the Debtor, the
18 Reorganized Debtor, or the Estate), whether liquidated or unliquidated, fixed or contingent,
19 matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter
20 arising, in law, equity, contract, tort or otherwise, based on or relating to, or in any manner
21 arising from, in whole or in part, any act, omission, transaction, event, or other circumstance
22 taking place or existing on or before the Effective Date (including before the Petition Date) in
23 connection with or related to the Debtor, the Reorganized Debtor, the Estate, their respective
24 assets and properties, the Chapter 11 Case, the Plan Documents, and any related agreements,
25 instruments, and other documents created or entered into before or during the Chapter 11
26 Case, the pursuit of entry of the Confirmation Order, the administration and implementation

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1 of the Plan, including the distribution of property under the Plan, or any other related
2 agreement, or upon any other act or omission, transaction, agreement, event, or other
3 occurrence taking place on or before the Effective Date related or relating to the foregoing.
4 Notwithstanding anything to the contrary in the foregoing, the releases set forth in this Section
5 13.8 shall not be construed as releasing any post-Effective Date obligations of any Person or
6 Entity under the Plan or any document, instrument, or agreement executed to implement the
7 Plan or reinstated under the Plan.

8 ~~13.9. Releases by Abuse Claimants. As of the Effective Date, except for the rights that~~
9 ~~remain in effect from and after the Effective Date to enforce the Plan and the Confirmation~~
10 ~~Order, pursuant to Section 1123(b) of the Bankruptcy Code, for good and valuable~~
11 ~~consideration, the adequacy of which is hereby confirmed, including the service of the~~
12 ~~Released Parties to facilitate and implement the reorganization of the Debtor, as an integral~~
13 ~~component of the Plan, and except as otherwise expressly provided in the Plan or the~~
14 ~~Confirmation Order, to the maximum extent permitted under applicable law, as such law may~~
15 ~~be extended subsequent to the Effective Date, all Abuse Claimants (including without~~
16 ~~limitation Unknown Abuse Claims and any Abuse Claims that are Disputed Claims) that~~
17 ~~timely return a Ballot but do not affirmatively opt out of the Releases pursuant to Section 6.2~~
18 ~~of the Plan, shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally,~~
19 ~~irrevocably, and forever discharge and release each and all of the Released Parties and their~~
20 ~~respective property and successors and assigns of and from all Abuse Claims and any and all~~
21 ~~Claims and Causes of Action whatsoever, whether known or unknown, asserted or unasserted,~~
22 ~~derivative or direct, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or~~
23 ~~otherwise, whether for tort, fraud, contract, veil piercing or alter-ego theories of liability,~~
24 ~~successor liability, contribution, indemnification, joint liability, or otherwise, arising from or~~
25 ~~related in any way to such Abuse Claims.~~

1 13.9. ~~13.10.~~ *Injunction Related to Releases* Discharge. As of the Effective Date, and
2 except as set forth in Articles VIII and IX hereof for Abuse Claimants who elect the Litigation
3 Option to sue the Debtor (as a nominal party only), all ~~Abuse Claimants that are the subject~~
4 ~~of Section 13.9 hereof~~ Creditors treated under the Plan are, and shall be, expressly,
5 conclusively, absolutely, unconditionally, irrevocably, and forever stayed, restrained,
6 prohibited, barred and enjoined from taking any of the following actions against any Released
7 Party or its property or successors or assigns on account of or based on the subject matter of
8 ~~such~~ Claims treated under the Plan, whether directly or indirectly, derivatively or otherwise:
9 (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit,
10 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 ~~or released under Section 13.9 of the Plan~~.

18 ~~13.11.~~ *Disallowed Claims* Disallowed Claims. On and after the Effective Date, the Debtor
19 and the Reorganized Debtor shall be fully and finally discharged of any and all liability or obligation
20 on any and all Disallowed Claims, and any order Disallowing a Claim that is not a Final Order as
21 of the Effective Date solely because of an Entity's right to move for reconsideration of such Order
22 pursuant to Section 502 of the Bankruptcy Code or Bankruptcy Rule 3008 shall nevertheless become
23 and be deemed to be a Final Order on and as of the Effective Date. The Confirmation Order, except
24 as otherwise provided herein, shall constitute an order Disallowing all Claims to the extent such
25 Claims are not allowable under any provision of Section 502 of the Bankruptcy Code, including
26 time-barred Claims, and Claims for unmatured interest.

1 ~~13.12. Channeling Injunction~~Channeling Injunction. IN CONSIDERATION OF THE
2 UNDERTAKINGS UNDER THIS PLAN BY THE RELEASED PARTIES, THEIR
3 CONTRIBUTIONS TO THE SURVIVORS' TRUST, AND OTHER CONSIDERATION
4 AND TO FURTHER PRESERVE AND PROMOTE THE AGREEMENTS AMONG THE
5 RELEASED PARTIES AND THE SETTLING INSURERS AND TO SUPPLEMENT
6 WHERE NECESSARY THE INJUNCTIVE EFFECT OF THE DISCHARGE AS
7 PROVIDED IN SECTIONS 524 AND 1141 OF THE BANKRUPTCY CODE, AND
8 PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE:

9 13.11.1. ~~13.12.1.~~ ANY AND ALL CHANNELED CLAIMS, INCLUDING
10 WITHOUT LIMITATION UNKNOWN ABUSE CLAIMS, ARE CHANNELED INTO THE
11 SURVIVORS' TRUST AND SHALL BE TREATED, ADMINISTERED, DETERMINED,
12 RESOLVED AND PAID IN THE AMOUNTS AS PROVIDED BY THE SURVIVORS'
13 TRUST DISTRIBUTION PLAN AND PROCEDURES ESTABLISHED UNDER THIS
14 PLAN AND THE SURVIVORS' TRUST AGREEMENT AS THE SOLE AND EXCLUSIVE
15 REMEDY FOR ALL HOLDERS OF CHANNELED CLAIMS; AND

16 13.11.2. ~~13.12.2.~~ EXCEPT AS SET FORTH IN ARTICLES VIII AND IX
17 HEREOF FOR ABUSE CLAIMANTS WHO ELECT THE LITIGATION OPTION TO SUE
18 THE DEBTOR (AS A NOMINAL PARTY ONLY), ALL PERSONS WHO HELD OR
19 ASSERTED, HOLD OR ASSERT, OR MAY IN THE FUTURE HOLD OR ASSERT ANY
20 CHANNELED CLAIMS ARE HEREBY PERMANENTLY STAYED, ENJOINED,
21 BARRED AND RESTRAINED FROM TAKING ANY ACTION, DIRECTLY OR
22 INDIRECTLY, FOR THE PURPOSES OF ASSERTING, ENFORCING, OR
23 ATTEMPTING TO ASSERT OR ENFORCE ANY CHANNELED CLAIM AGAINST THE
24 RELEASED PARTIES AND THE SETTLING INSURERS, INCLUDING: (i)
25 COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER
26 PROCEEDING OF ANY KIND WITH RESPECT TO ANY CHANNELED CLAIM

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

21 13.12. ~~13.13.~~ *Provisions Relating to the Channeling Injunction.*

22 13.12.1. ~~13.13.1.~~ *Modifications.* The Channeling Injunction is a permanent
23 injunction. It shall not be modified, dissolved, or terminated.

24 13.12.2. ~~13.13.2.~~ *Non-Limitation.* Nothing in the Plan or the Survivors' Trust
25 Documents shall or shall be construed in any way to limit the scope, enforceability, or effectiveness
26 of the Channeling Injunction or the assumption by the Survivors' Trust of all liability with respect
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1 to the Abuse Claims.

2 13.12.3. ~~13.13.3~~ *Bankruptcy Rule 3016 Compliance.* The Debtor's compliance with
3 the requirements of Bankruptcy Rule 3016 shall not constitute or be deemed to constitute an
4 admission that the Plan provides for an injunction against conduct not otherwise enjoined under the
5 Bankruptcy Code.

6 13.12.4. ~~13.13.4~~ *No Duplicative Recovery.* In no event shall any Abuse Claimant
7 be entitled to receive any payment, reimbursement, or restitution from any Released Party under
8 any theory of liability for the same loss, damage, or other Abuse Claim that is reimbursed by the
9 Survivors' Trust or is otherwise based on the same events, facts, matters, or circumstances that gave
10 rise to the applicable Abuse Claim. This provision does not prohibit a Holder of Abuse Claim from
11 pursuing recovery from Non-Settling Insurers for coverage of an Abuse Claim, subject to Articles
12 VIII and IX hereof, or from seeking extracontractual damages under the Hand holding.

13 13.13. ~~13.14~~ *Effect of Channeling Injunction.* The Channeling Injunction is an integral
14 part of this Plan and is essential to this Plan's consummation and implementation. It is intended
15 that the channeling of the Channeled Claims as provided in Section ~~13.12~~13.11 of the Plan shall
16 inure to the benefit of the Released Parties and the Settling Insurers. In any action to enforce the
17 injunctive provisions of Section ~~13.12~~13.11 of the Plan against a Holder of a Claim whereby it is
18 held by a Final Order that such Holder willfully violated the terms of Section ~~13.12~~13.11 of the
19 Plan, the moving party may seek an award of costs including reasonable attorneys' fees against such
20 Holder, and such other legal or equitable remedies as are just and proper, after notice and a hearing.
21 The Channeling Injunction does not bar claims against any Non-Settling Insurer except to the extent
22 a Non-Settling Insurer becomes a Settling Insurer.

23 13.14. ~~13.15~~ *Exclusion Regarding Non-Settling Insurers.* **NOTWITHSTANDING**
24 **THE FOREGOING, AND FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS**
25 **ARTICLE XIII (INCLUDING THE RELEASES, INJUNCTIONS, AND EXCULPATIONS)**
26 **LIMITS THE RIGHTS OF A NON-SETTLING INSURER AS SET FORTH IN, OR**

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1 PRESERVED BY, THE PLAN, INCLUDING (I) ARTICLES VIII AND IX AND (II) THE
2 RIGHTS OF ANY INSURER (INCLUDING NON-SETTLING INSURERS) TO ASSERT
3 ANY CLAIMS FOR REINSURANCE UNDER REINSURANCE CONTRACTS OR
4 CLAIMS UNDER RETROCESSIONAL CONTRACTS AGAINST THE SETTLING
5 INSURERS AND OTHER INSURANCE COMPANIES. FURTHERMORE, THE NON-
6 SETTLING INSURERS ARE NOT GRANTING (NOR SHALL THEY BE SUBJECT TO)
7 ANY ~~THIRD-PARTY~~THIRD- PARTY RELEASE, INJUNCTION, OR EXCULPATION
8 COVERING ANY ~~NON-DEBTOR~~NON- DEBTOR PERSON OR ENTITY AND THEY
9 SHALL BE DEEMED TO HAVE OPTED OUT OF ANY SUCH RELEASE, INJUNCTION,
10 OR EXCULPATION.

11 ~~ARTICLE XIV~~ARTICLE XIV

12 MODIFICATION

13 14.1. *Modification of the Plan.*

14 14.1.1. To the fullest extent permitted under Section 1127 of the Bankruptcy Code,
15 the Plan may be altered, amended or modified by the Debtor (or Reorganized Debtor as appropriate)
16 at any time prior to its substantial consummation.

17 14.1.2. In the event of any modification, alteration or amendment on or before
18 Confirmation, any votes to accept or reject this Plan shall be deemed to be votes to accept or reject
19 this Plan as modified, unless the Bankruptcy Court finds that the modification, alteration or
20 amendment materially and adversely affects the rights of parties in interest which have cast said
21 votes.

22 14.2. *Correction of Defects.* Following the Effective Date, the Reorganized Debtor may
23 initiate a proceeding or motion in the Bankruptcy Court in order to remedy any defects or omissions,
24 or to reconcile any inconsistencies, in the Plan or the Confirmation Order, upon notice of such
25 proceedings or motion served on all parties listed in the Post-Confirmation Notice List and any other
26 parties who may be materially and adversely affected.

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1 ~~14.3. Savings Clause~~Savings Clause. Any minor defect or inconsistency in the Plan may
2 be corrected or amended by the Confirmation Order.

3 14.4. *Remedy of Defects*. After the Effective Date, the Reorganized Debtor may, with
4 approval of the Bankruptcy Court, and so long as it does not materially and adversely affect the
5 interests of Holders of Claims, remedy any defect or omission or reconcile any inconsistencies in
6 the Plan or in the Confirmation Order in such manner as may be necessary to carry out the purposes
7 and effect of the Plan and in form and substance satisfactory to the Reorganized Debtor.

8 ARTICLE XV~~ARTICLE XV~~

9 RETENTION OF JURISDICTION

10 15.1. *Scope of the Bankruptcy Court's Retained Jurisdiction*. The Bankruptcy Court
11 shall retain and have jurisdiction over the Chapter 11 Case for all purposes provided by the
12 Bankruptcy Code, including for the following purposes:

13 15.1.1. To hear and determine motions for the assumption or rejection of
14 Executory Contracts or Unexpired Leases, if any are pending on the Effective Date and not
15 otherwise determined by Confirmation, and the allowance of Claims resulting therefrom.

16 15.1.2. To grant full and complete relief upon the request of the Reorganized
17 Debtor.

18 15.1.3. To determine any and all objections to the allowance of Claims and to
19 allow, disallow, estimate, liquidate, or determine any Claim, except with respect to Abuse Claims
20 whose Holders select the Litigation Option pursuant to Section 9.8.4 hereof ~~and~~ *subject to the terms*
21 *of Section 5.2.2 and Articles VIII and IX hereof*.

22 15.1.4. To determine any and all applications for compensation and reimbursement
23 of expenses and any other fees and expenses authorized to be paid or reimbursed under the
24 Bankruptcy Code or the Plan which accrued on or prior to the Confirmation Date.

25 15.1.5. To determine any and all applications, adversary proceedings and
26 contested or litigated matters (a) that may be pending on the Effective Date, except as provided in
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1 the Confirmation Order; or (b) which shall be commenced on or after the Effective Date and be
2 properly before the Bankruptcy Court.

3 15.1.6. To consider any modifications of the Plan, any defect or omission, or
4 reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order,
5 to the extent authorized by the Bankruptcy Code.

6 15.1.7. To implement the provisions of the Plan and to issue orders in aid of
7 execution of the Plan to the extent authorized by Section 1142 of the Bankruptcy Code.

8 15.1.8. To resolve any disputes and otherwise hear such additional matters brought
9 by the Survivors' Trustee or otherwise related to the Survivors' Trust Assets or to the fulfillment of
10 the Survivors' Trustee's duties pursuant to the Plan and the Survivors' Trust Documents.

11 15.1.9. To hear and determine disputes arising in connection with the
12 interpretation, implementation or enforcement of the Plan.

13 15.1.10. To enter a Final Decree and orders reopening the Chapter 11 Case as
14 appropriate after entry of a Final Decree, *provided that* the Bankruptcy Court shall retain jurisdiction
15 to enter an order terminating the Survivors' Trust and discharging the Survivors' Trustee in
16 accordance with the terms of the Survivors' Trust, notwithstanding the issuance of the Final Decree
17 and closing of the Chapter 11 Case and without the necessity of reopening the Chapter 11 Case.

18 15.1.11. To hear any other matter consistent with the Bankruptcy Code.

19 15.2. ***Failure of Bankruptcy Court to Exercise Jurisdiction.*** If the Bankruptcy Court
20 abstains from exercising or declines to exercise jurisdiction or is otherwise without jurisdiction over
21 any matter arising out of the Chapter 11 Case, including matters set forth in this Article XV, such
22 lack of jurisdiction will not diminish, control, prohibit, or limit the exercise of jurisdiction by any
23 other court having competent jurisdiction with respect to such matter.

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1 ARTICLE XVI~~ARTICLE XVI~~

2 MISCELLANEOUS PROVISIONS

3 ~~16.1. Enforcement.~~ 16.1. Enforcement. The Committee, the Debtor and the Reorganized
4 Debtor may take such actions, including the initiation of proceedings or the prosecution of a motion,
5 as may be reasonably necessary in order to interpret or enforce the purposes and intent of the Plan.

6 16.1.1. ~~16.1.1~~ *Forum for Enforcement.* Subject to the retained jurisdiction of the
7 Bankruptcy Court, any motion or proceeding to enforce the Plan may be brought before the
8 Bankruptcy Court or any other court of competent jurisdiction.

9 16.1.2. ~~16.1.2~~ *Expenses of Enforcement.* In the event that any action, motion,
10 contested matter, complaint, answer, counterclaim, cross-claim or other action is filed or taken by
11 the Committee or the Reorganized Debtor either in the Bankruptcy Court or otherwise, in order to
12 enforce or interpret any terms of the Plan or the Confirmation Order, or any order or agreement
13 made in implementation of the Plan, the prevailing party in such matter (as determined by a court
14 of competent jurisdiction) shall be entitled to recover from any opposing party its expenses,
15 including reasonable attorneys' fees and costs, incurred in such matter.

16 16.2. *Exemption from Certain Transfer Taxes and Recording Fees.* Pursuant to Section
17 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of a security, or the making or
18 delivery of an instrument of transfer under the Plan may not be taxed under any law imposing a
19 stamp tax or similar tax. The taxes from which such transfers are exempt include stamp taxes,
20 recording taxes, sales and use taxes, transfer taxes, and other similar taxes.

21 ~~16.3. Effectuating Documents~~ Effectuating Documents. The Committee, the Debtor or the
22 Reorganized Debtor, as the case may be, ~~is~~ are each authorized to execute, deliver, file, or record
23 such contracts, instruments, releases, and other agreements or documents and take such actions as
24 may be necessary or appropriate to implement, effectuate, and further evidence the terms and
25 conditions of the Plan and any notes or interests issued pursuant to the Plan.

1 ~~16.4. Governing Law~~Governing Law. Unless a rule of law or procedure is supplied by
2 federal law, including the Bankruptcy Code and the Bankruptcy Rules, the laws of the State of
3 California (without reference to its conflict of law rules) will govern the construction and
4 implementation of the Plan and any agreement, documents, and instruments executed in connection
5 with the Plan unless otherwise specifically provided in such agreements, documents, or instruments.

6 ~~16.5. Integration~~Integration. The provisions of this Plan and the Confirmation Order shall
7 supersede any and all prior agreements, documents, understandings, written or otherwise, in respect
8 of any Claim, and the treatment or satisfaction thereof, except as provided in any order of the
9 Bankruptcy Court. All such prior agreements, documents or understandings are merged herein, and
10 no Person may thereafter pursue or prosecute any Claim or demand arising out of or pertaining to
11 such superseded agreements, documents or understandings as against the Debtor ~~or~~ Reorganized
12 Debtor or the Committee.

13 ~~16.6. Inconsistency~~Inconsistency. In the event of any inconsistency between the Plan and
14 any Exhibit to the Plan or any other instrument or document created or executed pursuant to the
15 Plan, including the Survivors' Trust Documents, the Plan shall govern. In the event of any
16 inconsistency between the Plan or any other document and the Confirmation Order, the
17 Confirmation Order shall govern.

18 ~~16.7. Section Headings~~Section Headings. Headings are used in the Plan for convenience
19 and reference only and shall not affect in any way the meaning or interpretation of the Plan or
20 constitute a part of the Plan for any other purpose.

21 ~~16.8. Severability~~Severability. If any provision in the Plan is determined to be
22 unenforceable, the determination will in no way limit or affect the enforceability and operative effect
23 of any other provision of the Plan.

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~~ARTICLE XVII~~
ARTICLE XVII

REQUEST FOR CONFIRMATION

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

[signatures on the next page]

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DATED: March 17, 2025

~~THE ROMAN CATHOLIC BISHOP OF OAKLAND~~

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

Presented by:
FOLEY & LARDNER LLP
Thomas F. Carlucci
Shane J. Moses
Ann Marie Uetz
Matthew D. Lee
Geoffrey S. Goodman
Mark C. Moore

/s/Shane J. Moses
Shane J. Moses

*Counsel for the Debtor
and Debtor in Possession*

DATED: March 27, 2026

THE ROMAN CATHOLIC BISHOP OF OAKLAND

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

Presented by:

FOLEY & LARDNER LLP
Eileen R. Ridley
Shane J. Moses
Ann Marie Uetz
Matthew D. Lee
Geoffrey S. Goodman
Mark C. Moore

/s/ Shane J. Moses
Shane J. Moses

*Counsel for the Debtor
and Debtor in Possession*

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Schedule ~~1.1.21~~1.1.26

Legal Description of Cathedral Property Parcel

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LEGAL DESCRIPTION OF LAND - CATHEDRAL

Real property in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel 2, Parcel Map 6031, filed March 4, 1991 in Book 196, Pages 41 and 42 of Maps, Alameda County Records.

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Schedule ~~1.1.28~~ 1.1.34
Child Protection Protocols

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Schedule 1.1.35

Schedule of Churches

Church Listing

~~Church Listing~~

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Church Names	City
HOLY SPIRIT/NEWMAN HALL CHURCH	BERKELEY
ST. MARY MAGDALEN CHURCH	BERKELEY
CATHEDRAL OF CHRIST THE LIGHT	OAKLAND
ST. THERESA CHURCH	OAKLAND
ST. PATRICK MISSION	CROCKETT
ST. BARNABAS CHURCH	ALAMEDA
ST. JOSEPH BASILICA	ALAMEDA
ST. AMBROSE CHURCH	BERKELEY
OUR LADY OF GRACE CHURCH	CASTRO VALLEY
TRANSFIGURATION CHURCH	CASTRO VALLEY
ST. RAYMOND PENAFORT CHURCH	DUBLIN
CORPUS CHRISTI CHURCH	FREMONT
HOLY SPIRIT CHURCH	FREMONT
ST. JAMES THE APOSTLE CHURCH	FREMONT
ST. JOSEPH CHURCH	FREMONT
OUR LADY OF GUADALUPE CHURCH	FREMONT
ALL SAINTS CHURCH	HAYWARD
ST. BEDE CHURCH	HAYWARD
ST. CLEMENT CHURCH	HAYWARD
ST. JOACHIM CHURCH	HAYWARD
ST. CHARLES BORROMEIO CHURCH	LIVERMORE
ST. MICHAEL CHURCH	LIVERMORE
ST. EDWARD CHURCH	NEWARK
ST. AUGUSTINE CHURCH	OAKLAND
ST. BENEDICT CHURCH	OAKLAND
ST. BERNARD CHURCH	OAKLAND
ST. ELIZABETH CHURCH	OAKLAND
ST. LEO THE GREAT CHURCH	OAKLAND
OUR LADY OF LOURDES CHURCH	OAKLAND
ST. MARGARET MARY CHURCH	OAKLAND
ST. PATRICK CHURCH	OAKLAND
SACRED HEART CHURCH	OAKLAND
CORPUS CHRISTI CHURCH	PIEDMONT
CATHOLIC COMMUNITY of PLEASANTON	PLEASANTON
CHURCH OF THE ASSUMPTION	SAN LEANDRO
OUR LADY OF GOOD COUNSEL	SAN LEANDRO
ST. FELICITAS CHURCH	SAN LEANDRO
ST. LEANDER CHURCH	SAN LEANDRO
ST. JOHN THE BAPTIST CHURCH	SAN LORENZO
OUR LADY OF THE ROSARY CHURCH	UNION CITY
ST. ANNE CHURCH	UNION CITY
ST. IGNATIUS OF ANTIOCH CHURCH	ANTIOCH
IMMACULATE HEART of MARY CHURCH	BRENTWOOD

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Church Names	City
ST. AGNES CHURCH	CONCORD
ST. BONAVENTURE CHURCH	CONCORD
ST. FRANCIS OF ASSISI CHURCH	CONCORD
QUEEN OF ALL SAINTS CHURCH	CONCORD
ST. ROSE OF LIMA CHURCH	CROCKETT
ST. ISIDORE CHURCH	DANVILLE
ST. JEROME CHURCH	EL CERRITO
ST. JOHN THE BAPTIST CHURCH	EL CERRITO
ST. CALLISTUS CHURCH	EL SOBRANTE
ST. PERPETUA CHURCH	LAFAYETTE
ST. CATHERINE OF SIENA CHURCH	MARTINEZ
ST. MONICA CHURCH	MORAGA
ST. ANTHONY CHURCH	OAKLEY
SANTA MARIA CHURCH	ORINDA
ST. JOSEPH CHURCH	PINOLE
CHURCH OF THE GOOD SHEPHERD	PITTSBURG
OUR LADY QUEEN OF THE WORLD	BAY POINT
ST. PETER MARTYR CHURCH	PITTSBURG
CHRIST THE KING CHURCH/ST. STEPHEN CHURCH	PLEASANT HILL/WALNUT CREEK
OUR LADY OF MERCY CHURCH	POINT RICHMOND
ST. CORNELIUS CHURCH	RICHMOND
ST. DAVID OF WALES CHURCH	RICHMOND
ST. PATRICK CHURCH	RODEO
ST. JOAN OF ARC CHURCH	SAN RAMON
ST. ANNE CHURCH	WALNUT CREEK
ST. JOHN VIANNEY CHURCH	WALNUT CREEK
ST. MARY CHURCH	WALNUT CREEK
DIVINE MERCY CHURCH	OAKLAND DIVIMERCC
ST. MARK CHURCH	RICHMOND
ST. ANTHONY	MARY HELP OF CHRISTIANS
ST. COLUMBA CHURCH	OAKLAND
ST. JARLATH CHURCH	OAKLAND
ST. LOUIS BERTRAND	OAKLAND
MOST HOLY ROSARY CHURCH	ANTIOCH
ST. JOSEPH THE WORKER CHURCH	BERKELEY
ST. ANNE CHURCH	BYRON
ST. PAUL CHURCH	SAN PABLO
ST. PHILIP NERI	ST. ALBERT THE GREAT CHURCH ALAMEDA

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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

Exhibit 3 to Notice of Filing
(Redline of Debtor's Disclosure Statement for Fourth Amended Plan
against February 20, 2026, Executive Summary)

EXHIBIT 3

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18 *Counsel for the Debtor*
19 *and Debtor in Possession*

20
21 **UNITED STATES BANKRUPTCY COURT**
22 **NORTHERN DISTRICT OF CALIFORNIA**
23 **OAKLAND DIVISION**

24 In re:
25
26 THE ROMAN CATHOLIC BISHOP OF
27 OAKLAND, a California corporation sole,
28
Debtor.

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

29
30 **~~EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL~~**
31 **~~INFORMATION REGARDING DEBTOR'S~~ DISCLOSURE STATEMENT IN SUPPORT OF**
32 **DEBTOR'S**
33 **MODIFIED FOURTH AMENDED PLAN OF REORGANIZATION**
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~~EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION~~
REGARDING DEBTOR’S DISCLOSURE STATEMENT IN SUPPORT OF
DEBTOR’S MODIFIED FOURTH AMENDED PLAN OF REORGANIZATION

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ARTICLE I

EXECUTIVE SUMMARY

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

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

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

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

A. Survivors’ Trust Assets / Plan Contributions

The Modified Fourth Amended Plan contemplates cash contributions to a trust established to compensate abuse survivors (the “Survivors’ Trust”) over a 3.5-year period of not less than approximately ~~\$224.3~~180.0 million, of which not less than ~~\$84.3~~47.7 million will be contributed on the Effective Date. As part of this effort, a non-debtor, the Roman Catholic Welfare Corporation of Oakland (“RCWC”) shall ~~also~~ make a contribution on the Effective Date of approximately \$7.7 million. This money, and an additional \$22.3 million in contributions from RCWC, will be placed in the RCWC Escrow for eventual distribution to Abuse Claimants on the condition that those holding Claims against it execute the RCWC Release. The Effective Date is anticipated to occur on or about ~~June~~August 1, 2026.

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

1 The Modified Fourth Amended Plan further contemplates ~~an assignment of~~ assignments to the
2 Survivors' Trust of: 1) the Debtor's rights and obligations under its insurance policies with Non-Settling
3 Insurers; ~~This~~,² 2) the Causes of Action asserted in the Restricted Assets Adversary Proceeding, and 3)
4 existing (as of the Effective Date) extracontractual (i.e., bad faith) claims brought in the Coverage Action
5 against certain insurers, to the Survivors' Trust. The insurance assignment, in particular, will allow Abuse
6 Claimants to immediately pursue additional recoveries against Non-Settling Insurers through litigation in
7 state court.

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

12 i. Contributions from the Debtor and RCWC.

13 To compensate the victims and survivors of sexual abuse, the Modified Fourth Amended Plan
14 establishes a Survivors' Trust funded with the Survivors' Trust Assets. The Survivors' Trustee will
15 liquidate the Survivors' Trust Assets and distribute the proceeds to the Holders of Abuse Claims and
16 Unknown Abuse Claims pursuant to the procedures contained in the Survivors' Trust Distribution Plan
17 (previously filed at Dkt. No. 2004)-², as modified.³ The Survivors' Trust will be created on the Effective
18 Date of the Modified Fourth Amended Plan for the purpose of paying distributions to Holders of Class 4
19 and Class 5 Claims, the two Classes of Abuse Claims under the Modified Fourth Amended Plan.

20 The Survivors' Trust will be funded with (a) \$150 million in cash contributed by the Reorganized
21 Debtor over a 3.5-year period, (b) \$30 million in cash contributed by RCWC through an escrow
22 arrangement which will distribute funds to be made available to Abuse Claimants if those Abuse
23 Claimants asserting claims against RCWC grant RCWC post-confirmation releases,³⁴ and (c) the proceeds
24 of ~~the any~~ settlements by and between the Debtor and ~~the any Non-Settling Insurers that become~~ Settling
25 Insurers, ~~currently approximately \$44.3 million~~. The Debtor will also contribute and assign to the
26 Survivors' Trust the rights and obligations of the Debtor in the Non-Settling Insurer Policies. Generally,
27 except with respect to the amount (increased) and timing (accelerated) of contributions thereto, the

28 ² For the avoidance of doubt, "Insurers" under the Modified Fourth Amended Plan does not include the
California Insurance Guarantee Association ("CIGA").

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

³ ~~Distributions to Abuse Claimants may be subject to fee agreements between Holders of Abuse Claims
and their legal counsel. The Debtor has no information on any such agreements. Legal counsel to Holders
of Abuse Claims must comply with Rules 1.5 and 1.5.1 of the California Rules of Professional Conduct
and Cal. Bus. & Prof. Code § 6147 in connection with any fees charged to Holders of Abuse Claims.~~

³⁴ The Non-Binding Term Sheet filed at Docket No. 2521 contemplated a \$50 million contribution by
RCWC contingent on RCWC receiving support for, and filing, a pre-negotiated bankruptcy case and
joining in a consensual Plan of Reorganization. That Plan did not materialize. ~~As it is~~ Importantly,
RCWC's contribution of \$30 million is more than the \$28.5 million it proposed to contribute in the
Debtor's Third Amended Plan.

1 provisions in the Modified Fourth Amended Plan relating to the establishment, rights, duties, and
2 obligations of the Survivors' Trust have not changed from the Third Amended Plan.

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

- 5 • On the Effective Date:
 - 6 ○ From the Debtor: \$40.0 million in cash plus any remaining balance of the proposed
7 DIP borrowing after satisfaction of all professional and administrative claims (the
8 "Initial Debtor Contribution")
 - 9 ○ From RCWC: \$7.7 million in cash
- 10 • On or before the first anniversary of the Effective Date:
 - 11 ○ From the Debtor: no less than ~~\$7.26.0~~ million in cash
 - 12 ○ From RCWC: no less than \$3.0 million in cash
- 13 • On or before the second anniversary of the Effective Date:
 - 14 ○ From the Debtor: no less than ~~\$4.75.9~~ million in cash
 - 15 ○ From RCWC: no less than \$6.0 million in cash; and,
- 16 • On or before the date that is six months after the third anniversary of the Effective Date:
 - 17 ○ From the Debtor: the lesser of the remaining amount of the Debtor's \$150 million
18 aggregate contribution, ~~no more than or~~ approximately \$98.1 million in cash
 - 19 ○ From RCWC: the lesser of the remaining amount of the RCWC's \$30 million
20 aggregate contribution, ~~no more than or~~ approximately \$13.3 million in cash

21 The Debtor's contribution to the Survivors' Trust will be facilitated in part by an additional \$40
22 million new-money loan from ~~RCC as~~ Roman Catholic Cemeteries of the Diocese of Oakland ("RCC"), a
23 non-profit religious corporation that is voluntarily participating in the Debtor's Modified Fourth Amended
24 Plan, as part of a refinance of a total of \$55 million in new money provided to the Debtor after the Petition
25 Date. Remaining amounts will come from the Debtor's unrestricted cash and proceeds raised from future
26 sales of real estate owned by the Debtor or Adventus, one of the Non-Debtor Catholic Entities, ~~as~~
27 ~~described in more detail below~~. RCWC's contribution will come from unrestricted cash and proceeds
28 raised from the future sale of real estate owned by RCWC. Should RCWC make its full contribution, the
contributions from the Debtor and RCWC to the Survivors' Trust will be \$180.0 million in the aggregate.

On the Effective Date, the Survivors' Trust will segregate ~~\$5.03.7~~ million of the Initial Debtor
Contribution into the Unknown Abuse Claims Reserve for the benefit of Holders of Class 5 Claims.
Thereafter, the Survivors' Trust will segregate the following into the Unknown Abuse Claims Reserve:

- On the second anniversary of the Effective Date: no less than \$1.0 million in cash; and,
- On the date that is three years and six months after the Effective Date: the lesser of \$3.0 million in cash or the remaining amount necessary for the total amount segregated for Holders of Class 5 Claims to be \$7.7 million.

Any amounts remaining in the Unknown Abuse Claims Reserve after the fifth anniversary of the Effective Date shall be returned to the Survivors' Trust for distribution to Holders of Class 4 Claims.

~~EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION~~
~~REGARDING DEBTOR'S DISCLOSURE STATEMENT IN SUPPORT OF~~
~~DEBTOR'S MODIFIED FOURTH AMENDED PLAN OF REORGANIZATION~~

1 **ii. The Restricted Assets Adversary**

2 On November 20, 2024, the Committee filed Adversary No. 24-04051 which was styled, as later
3 amended, *The Official Committee of Unsecured Creditors of the Roman Catholic Bishop of Oakland v.*
4 *The Roman Catholic Bishop of Oakland and the Oakland Parochial Fund, Inc.* (the “Restricted Assets
5 Adversary Proceeding”). Generally, the *First Amended Adversary Complaint* [Dkt. No. 36] case seeks
6 various forms of relief directed at approximately \$38 million in assets that the Debtor asserted were
7 restricted, held in trust, or otherwise unavailable for use to pay creditors on the Petition Date.

8 To date, the Restricted Assets Adversary Proceeding has not been tried or otherwise resolved, and
9 only limited discovery has occurred. The Debtor has answered the First Amended Adversary Complaint,
10 maintains its prior position with respect to the assets at issue, and will vigorously defend against the
11 Committee’s assertions. More importantly, however, the Debtor and Committee now agree that the
12 Restricted Assets Adversary Proceeding cannot be tried in the Bankruptcy Court in the timeframe
13 established for potential confirmation of the Modified Fourth Amended Plan.

14 To address that reality, the Modified Fourth Amended Plan proposes to assign the claims and
15 causes of action in the Restricted Assets Adversary Proceeding to the Survivors’ Trust for resolution in
16 due course post-confirmation. The Modified Fourth Amended Plan further contemplates that any still-
17 existing funds or other property deemed to be unrestricted or otherwise available for use to pay creditors
18 in the Restricted Assets Adversary Proceeding shall be contributed by the Debtor to the Survivors’ Trust
19 in order to accelerate—but not increase—the Debtor’s post-Effective Date contributions; *provided,*
20 *however,* that in no event shall the Debtor be required to contribute any amounts in the Debtor’s reserve
21 accounts necessary for preservation of existing insurance coverage or the payment of insurance premiums.

22 As an illustrative example: assume the Restricted Assets Adversary Proceeding generates a final,
23 nonappealable order stating that \$15 million in allegedly restricted funds are, in fact, unrestricted, exist,
24 and are available for use to pay the Debtor’s creditors. Assume also that the order issues before the second
25 anniversary of the Effective Date. The Debtor would *increase* the contribution on the second anniversary
26 from \$7.2 million to \$22.2 million, accelerating potential payments to Sexual Abuse Claimants. Later
27 required contributions from the Debtor would decrease commensurately.

28 **iii. Debtor Contribution Deeds of Trust.**

As additional security for the Debtor’s post-Effective Date contributions to the Survivors’ Trust
(anticipated to be approximately \$110 million), the Modified Fourth Amended Plan contemplates that the
Debtor shall grant the Survivors’ Trust liens on certain real property. The liens shall be memorialized in
deeds of trust to be executed and delivered on the Effective Date. Such real property shall be valued by
Hilco Real Estate, LLC in an amount of no less than one hundred percent (100%) of the aggregate post-
Effective Date Debtor contributions. At the closing of any sale of any property upon which the Survivors’
Trust has a lien, the Survivors’ Trust shall deliver and the Debtor (or its agent or representative) shall
record a release of the applicable deed of trust. Upon completion of the Debtor’s post-Effective Date
contributions, all remaining deeds of trust (if any) shall be released.

The contemplated deeds of trust provide additional certainty and security for the Debtor’s post-
Effective Date contributions, reflecting the time necessary for the Debtor to market and sell the real estate
and other property necessary to facilitate its future contributions. Section 9.3.1.4 also contemplates that
the Debtor shall transfer the net proceeds (after reimbursement of closing costs and attorney’s fees to the
Debtor, if any) realized from the sale of any Trust Collateral Property (as defined therein) to the Survivors’
Trust contemporaneously with the closing of such sale, potentially accelerating the Debtor’s contributions.

iv. ~~ii.~~The RCWC Escrow.

EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION
REGARDING DEBTOR’S DISCLOSURE STATEMENT IN SUPPORT OF
DEBTOR’S MODIFIED FOURTH AMENDED PLAN OF REORGANIZATION

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

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

14 ~~iii. Settling Insurer Contribution.~~

15 ~~Certain Settling Insurers have agreed to a settlement with the Debtor and will make a cash~~
16 ~~contribution to the Survivors’ Trust in the amount of \$44,347,868, to be paid on the Effective Date of the~~
17 ~~Fourth Amended Plan. As set forth in the Term Sheet filed December 17, 2025, these insurers are~~
18 ~~Continental Casualty Company (“CNA”), LMI (as defined in the signature block thereof), Westport~~
19 ~~Insurance Corporation, f/k/a Employer Reinsurance Corporation, American Home Assurance Co., and the~~
20 ~~California Insurance Guarantee Association (each a “Settling Insurer” and together the “Settling~~
21 ~~Insurers”). The Debtor shall also contribute any proceeds held by the Debtor or the Reorganized Debtor~~
22 ~~on account of any additional Insurance Settlement Agreements finalized and effectuated prior to the~~
23 ~~Effective Date, if any, and the Assigned Insurance Interests, all as set forth in Article VIII and Sections~~
24 ~~9.3.5 and 9.3.6 of the Fourth Amended Plan.~~

21 v. ~~iv. Non-Settling Insurers~~Potential Settling Insurer Contributions and the Insurance 22 Assignment.

23 Like the Debtor’s Third Amended Plan, the Modified Fourth Amended Plan contemplates a
24 complete, insurance-neutral assignment of the Debtor’s rights and obligations under the Abuse Insurance
25 Policies—but not the Policies themselves—to the Survivors’ Trust upon the Effective Date. The Modified
26 Fourth Amended Plan—chiefly, but not exclusively, Article VIII thereof—reflects, in the Debtor’s view, the
27 agreed-upon term sheet with the Insurers reached in November 2024.

28 Like The Debtor’s previous plans, Modified Fourth Amended Plan removes prior proposed
29 settlements with various Insurers from the Fourth Amended Plan allows but retains the possibility that
30 Non-Settling Insurers to may become Settling Insurers if they agree to make a cash contribution to the

31 ~~EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION~~
32 ~~REGARDING DEBTOR’S DISCLOSURE STATEMENT IN SUPPORT OF~~
33 ~~DEBTOR’S MODIFIED FOURTH AMENDED PLAN OF REORGANIZATION~~

1 ~~Survivor's~~Survivors' Trust. Settlement proceeds resulting therefrom to be used to further supplement
2 recoveries to Trust Claims. To the extent no settlement with a particular Non-Settling Insurer is achieved,
3 ~~the~~like every version of the Debtor's prior plans, the Modified Fourth Amended Plan establishes a
4 framework for post-confirmation litigation for Trust Claimants seeking recovery from Non-Settling
5 Insurers through the Litigation Option.

6 ~~The Debtor engaged in extensive and tireless mediation with the Insurers over the Insurance
7 Assignment. The Debtor and Insurers have reached agreement on a term sheet that would allow the Debtor
8 to assign its rights and obligations under the Abuse Insurance Policies, but not the Policies themselves, to
9 the Survivors' Trust upon the Effective Date. The Fourth Amended Plan—chiefly, but not exclusively,
10 Article VIII of the Fourth Amended Plan—reflects the agreed-upon terms of the insurance assignment.~~

11 **B. The Modified Fourth Amended Plan Is Fair And Equitable**

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

16 First, the contributions from the Debtor, RCWC, and the Settling Insurers exceed, in the aggregate
17 and on a per-Abuse Claim basis, ~~the equivalent~~comparable contributions ~~from debtors~~ in recent diocesan
18 bankruptcy cases comparable to this one. ~~Including the contributions by the Settling Insurers,~~The total
19 amount to be contributed to the Survivors' Trust under the Modified Fourth Amended Plan is
20 approximately \$~~224.3~~180.0 million, including approximately \$~~84.3~~47.7 million on the Effective Date. As
21 set forth in the Debtor's *Status Conference Statement for Bankruptcy Case* ~~filed at Docket~~[Dkt. No. 2291]
22 and updated, the contributions in the Modified Fourth Amended Plan compare as follows to similar
23 diocesan or religious order bankruptcy cases:

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28 ~~EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION
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<u>Case Name/No.</u>	<u>Date Plan confirmed</u>	<u>No. of survivor claims</u>	<u>Average per-claim recovery from Debtor/NDCE contribution</u> ⁴⁵	<u>Average per-survivor claim recovery from insurance contribution</u>	<u>Average per-survivor claim recovery, total</u>
<i>In re The Roman Catholic Bishop of Helena, Montana</i> , 14-60074 (Bankr. D. Mt.)	3/5/2015	388	\$16,753	\$37,081	\$53,834
<i>In re Archdiocese of Milwaukee</i> , 11-20059 (Bankr. E.D. Wis.)	11/13/2015	352	\$30,114	\$30,966	\$61,080
<i>In re The Archdiocese of Saint Paul and Minneapolis</i> , 15-30125 (Bankr. D. Minn.)	9/25/2018	450	\$88,889	\$377,778	\$466,667
<i>In re The Roman Catholic Archdiocese of Agana</i> , 19-00010 (Bankr. D. Guam)	10/19/2022	255	\$98,039	\$107,059	\$205,098
<i>In re The Diocese of Camden, New Jersey</i> , 20-21257 (Bankr. D.N.J.)	3/14/2024	324	\$270,062	\$285,494 ⁵⁶	\$555,556
<i>In re The Roman Catholic Diocese of Rockville Centre, New York</i> , 20-12345 (Bankr. S.D.N.Y.)	12/4/2024	565	\$415,584	\$151,372	\$566,956
<i>In re The Roman Catholic Diocese of Syracuse, New York</i> , 20-30663 (Bankr. N.D.N.Y.)	9/26/2025	374	\$267,380	unknown (insurance assignment)	unknown (insurance assignment)
<i>In re The Diocese of Rochester</i> , 19-20905 (Bankr. W.D.N.Y.)	9/5/2025	471	\$116,773	\$406,263	\$523,036
<i>In re The Roman Catholic Church of the Archdiocese of New Orleans</i> , 20-10846 (Bankr. E.D. La.)	12/8/2025	660	\$295,132 ⁶⁷	unknown (\$44,356 plus insurance assignment)	unknown (\$339,488 plus insurance assignment)
<i>In re Franciscan Frairs of California, Inc.</i> , 23-41723 (Bankr. N.D. Cal.)	TBD	99	\$202,020	unknown (insurance assignment)	unknown (insurance assignment)
In re The Roman Catholic Bishop of Oakland, 23-40523 (Bankr. N.D. Cal.)	TBD (scheduling order to be entered)	345	\$521,739⁷⁸	unknown (\$128,551 plus insurance assignment)	unknown (\$650,290 plus insurance assignment)

⁴⁵ “Debtor/NDCE” contribution includes amounts contributed by the Debtor entity and any other non-debtor Catholic entity (e.g. separately incorporated parishes, Catholic Charities, schools entities, etc.) to the class of survivors.

⁵⁶ This information is based on recent press reports of a global settlement in that case providing for total contributions of \$180 million from all sources, including all relevant insurers. See, e.g., <https://6abc.com/post/camden-diocese-announces-180-million-settlement-clergy-abuse->

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1 Second, many of the Debtor’s assets are either necessary for it to maintain basic operations –
2 including for Churches within the Diocese of Oakland – or were donated to the Debtor for a specific,
3 restricted purpose. Because the Debtor is a charitable entity, California law imposes limitations on the use
4 of property donated subject to a restriction on use.⁸⁹ Consequently, the Debtor may not use assets donated
5 for a specific purpose for any other purpose. In other words, the Debtor cannot use assets donated for the
6 purpose of corporal works of mercy (e.g. feeding the hungry, sheltering the homeless, visiting the sick or
7 imprisoned) to pay operational expenses, or to pay its creditors. Many of the Debtor’s cash assets are
8 restricted in this manner.

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

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

- 17 • The \$40 million Initial Debtor Contribution reflects the maximum amount of cash the
18 Debtor projects it can contribute to the Survivors’ Trust on the Effective Date while
19 allowing the Debtor to continue its mission.
 - 20 ○ To make the Initial Debtor Contribution, the Debtor will obtain a loan of \$55
21 million from RCC on the Effective Date. This loan will refinance DIP borrowing
22 in the amount of \$15 million that the Debtor will use to fund administrative
23 expenses over the next few months and provide \$40 million in new-money
24 financing. This is the largest amount RCC is willing and able to loan to the Debtor.
25 RCC is the only viable and realistic exit financing party available to the Debtor.
26 The entire \$40 million in new money from the RCC loan will be transferred to the
27 ~~Survivor’s~~Survivors’ Trust on the Effective Date.⁹¹⁰

28 survivors/18614108/.

⁶⁷ In its First Amended Disclosure Statement, the Archdiocese of New Orleans provides a value range for
survivor recoveries. The figures in the above chart reflect the “middle value” range. [Dkt. No. 4193 at
10-11, § 3.03.] The Archdiocese identified 660 non-duplicative survivor claims, of which it estimated
250 were filed after the applicable claims bar date. [Dkt. No. 4193 at 22, § 5.01.] If all 250 late-filed
claims are disallowed, the average per-survivor claim recovery from Debtor/NDCE sources becomes
\$475,122, and \$546,494 from all sources, again using the “middle value” range.

⁷⁸ If the RCWC contribution is removed, the average per-claim recovery is \$434,783 (\$150,000,000
divided by 345 claims) not including any insurance recoveries or contributions. Both this figure and the
figure in the chart assumes all amounts in the Unknown Abuse Claims Reserve will be distributed to Class
4 Claims.

⁸⁹ See Cal. Bus. and Prof. Code § 17510.8 (“acceptance of charitable contributions by a charity . . .
establishes a charitable trust and a duty on the part of the charity . . . to use those charitable contributions
for the declared charitable purposes for which they are sought”).

⁹¹⁰ The Third Amended Plan contemplated an Initial Debtor Contribution of \$55 million. The difference
between the two plans is the forthcoming request for \$15 million in DIP financing from RCC, which will

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

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

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

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

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- Five⁴⁰¹¹ residential homes owned by the Debtor and one residential home owned by Adventus, the proceeds of which will be contributed to the Reorganized Debtor, all of which are currently used in connection with the Debtor’s ministry.
- Other real estate currently being used in support of the Debtor’s ministry but only as absolutely necessary following liquidation of the real estate described above to meet the Debtor’s obligations under the Modified Fourth Amended Plan.

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

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

The Debtor recognizes the sale of valuable real property, particularly “full sites” currently used in the Debtor’s ministry, is a painful outcome for the Debtor and many parishioners and other Catholics. Nonetheless, the Debtor is making this sacrifice voluntarily for the benefit of Survivors in this bankruptcy case. The sale of real property on which a Church currently sits and operates, or which is used in its ministry, ~~would~~could not happen in a forced liquidation under chapter 7 of the Bankruptcy Code. Under applicable U.S. Supreme Court and Ninth Circuit case law, the Debtor cannot be forced to sell real estate on which it operates one of the Churches.⁴¹² Here the Debtor is willing to sell some of its property, including Church property, pursuant to a confirmed Plan to achieve the dual goals of this Chapter 11 Case.

C. The Livermore Property

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

⁴⁰¹¹ The Third Amended Plan contemplated the sale of seven residential homes owned by the Debtor. Two such homes have been sold with Bankruptcy Court approval in recent months, the proceeds being used for payment of administrative expenses in the bankruptcy case.

⁴¹² See *Security Farms v. Gen. Teamsters, Warehouseman and Helpers Union, Local 890 (In re Gen. Teamsters, Warehouseman and Helpers Union, Local 890)*, 265 F.3d 865, 877 (9th Cir. 2001); see also *Hosanna-Tabor Evangelical Lutheran Church and School v. E.E.O.C.*, 565 U.S. 171, 188-190 (in the context of the ministerial exception to federal employment discrimination laws, First Amendment Religion Clauses prohibit “government interference with an internal church decision that affects the faith and mission of the church itself”).

1 Adventus has spent considerable time working with the City of Livermore to permit the Livermore
2 Property to be developed for residential use. On or about February 23, 2025, the Livermore City Council
3 unanimously approved a request by the city's planning staff to negotiate a housing development agreement
4 in relation to the Livermore Property. Those negotiations began in April 2025 and remain ongoing. While
5 it is anticipated the development agreement will establish a range of land uses and densities, the City will
6 require more specific development details, such as the location of any structures, to undergo a separate
7 approval process. Adventus has hired several professionals to assist it in understanding the developable
8 area of the Livermore Property and how best to derive value while adhering to development constraints
9 and City ordinances. Adventus believes it is close to finalizing sewer and trail easements with the City. It
10 also applied for an extension of its existing development agreement pending the finalization of the new
11 agreement.

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

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

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

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

- 27 1. \$2 million to Adventus;
- 28 2. \$80 million to the Survivors' Trust;
- 29 3. \$18 million to Adventus.

30 Adventus has agreed to this arrangement.

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

35 **D. Comparison to Other Diocesan/Religious Order Cases**

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

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

2 Assuming: 1) the aggregate value of the contributions from the Debtor, and RCWC, and the
3 Settling Insurers (\$~~219,347,868~~172.3 million, which amount does not include the Unknown Abuse Claims
4 Reserve described below), and 2) approximately 345 unique Abuse Claims will ultimately receive
distributions, the average per Claim distribution to Holders of Class 4 Claims is \$~~635,790.92~~499,420.29
(based on total cash contributions from all sources of \$~~219,347,868~~172.3 million).

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

6 It is not possible to calculate an average per-claim distribution to Holders of Class 5 Claims
7 (Unknown Abuse Claims) because the number of such claims is unknown. Holders of Class 5 Claims will
8 be eligible to receive their pro rata share of the Unknown Abuse Claims Reserve
9 (\$~~5,000,000.00~~7,700,000.00) within the first five years after the Effective Date. Thereafter, any remaining
amount from the Unknown Abuse Claims Reserve will be absorbed into the Survivors' Trust Assets and
made available for distribution to Holders of Class 4 Claims in accordance with the terms of the Modified
Fourth Amended Plan. Should this happen, it will increase the average per-Claim recovery of Class 4
Claims accordingly.

10 Since the filing of the Fourth Amended Plan, the Debtor has worked closely with Joshua Hogan,
11 the Bankruptcy Court-approved Unknown Abuse Claims Representative pursuant to the Modified Fourth
12 Amended Plan. The Debtor understands that Mr. Hogan agrees with the amount and timing of
13 contributions to the Unknown Abuse Claims Reserve.

13 **i. ~~iii.~~ Additional Considerations.**

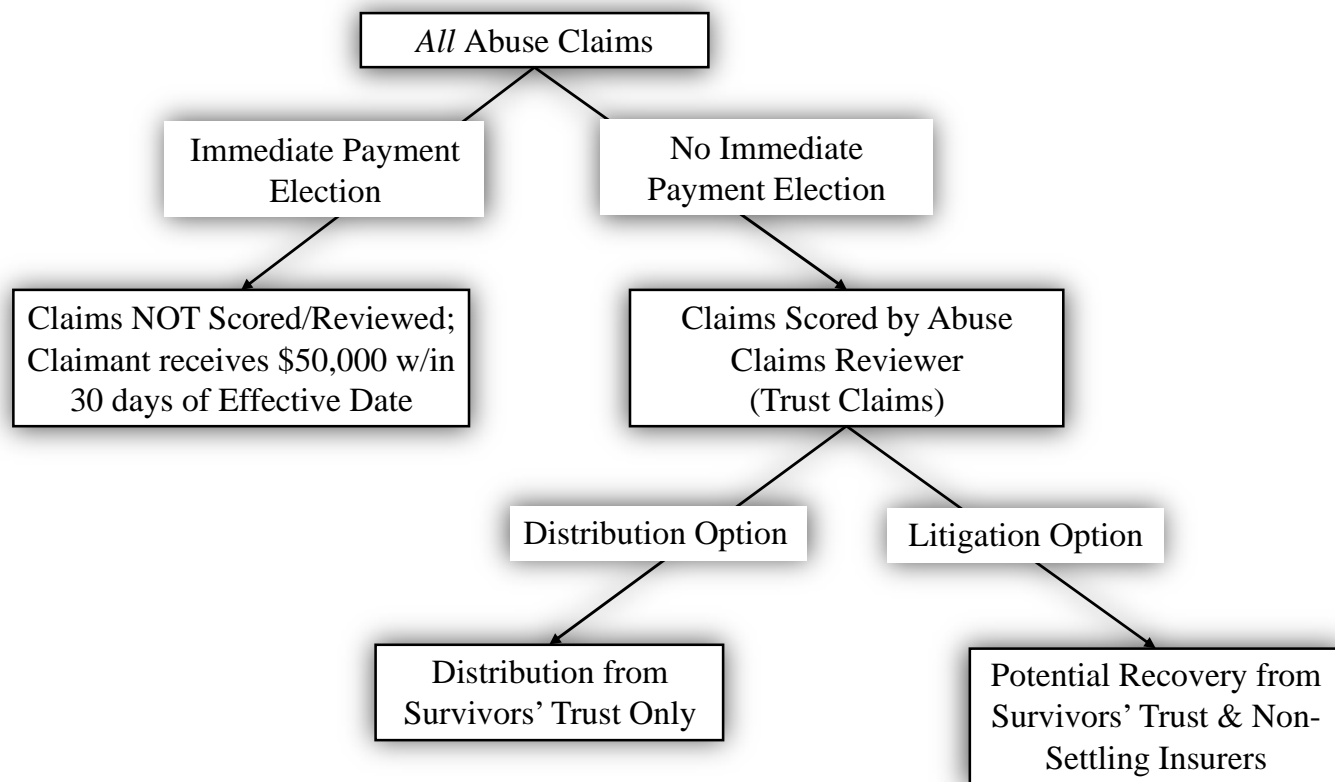
14 These potential average per-Claim distributions described above do not include: 1) the value of
15 the Assigned Insurance Interests and potential associated recoveries, including by Abuse Claimants that
16 select the Litigation Option under Section 9.8.4 of the Modified Fourth Amended Plan, and 2)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

17 Because the Immediate Payment Option pays less (\$50,000) than the projected per-claimant
18 average values under the Modified Fourth Amended Plan, every Abuse Claimant that elects the Immediate
19 Payment Option increases the projected per-claimant average for all other Abuse Claimants. For example,
20 assuming total cash contributions on account of Class 4 Claims of \$~~220,000,000.00~~180.0 million (for ease
of calculation), if ten Abuse Claimants elect the Immediate Payment Option, the per Claim distribution
increases to \$~~655,223.88~~535,820.90 (an increase of approximately \$~~20,000~~14,000 per Claim). If twenty-
21 five claimants elect the Immediate Payment Option, the per Claim distribution increases to
22 \$~~683,893.75~~558,593.75 (an increase of approximately \$~~46,000~~37,000 per claim). The tradeoff, as
described below, is that Abuse Claimants electing the Immediate Payment Option: 1) receive their
payment within 30 days of the Effective Date of the Modified Fourth Amended Plan, and 2) do not have
their Abuse Claims scored or reviewed in any way, as described below.

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

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

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i. Immediate Payments.

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

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

ii. Preliminary Distributions to Holders of Allowed Abuse Claims.

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

1 compensable claim against RCWC. Not later than the later of (i) ten (10) days after the Preliminary Abuse
2 Claim Allowance Deadline, and (ii) thirty (30) days after the Effective Date, the Survivors' Trustee shall
3 make a Preliminary Distribution to the Holder of each Abuse Claim that is determined by the Abuse
Claims Reviewer to be an Allowed Claim, in the amount of \$5,000 from the Survivors' Trust Assets in
accordance with the Survivors' Trust Documents.

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

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

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

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

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

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

- 24 • Assume 345 claimants hold Trust Claims with an average score of 50 points per claim.
- 25 • 50 points per claim multiplied by 345 claims yields 17,250 total points.
- 26 • Assuming a total distributable amount of \$~~220~~180 million (for ease of calculation), each
27 point would be valued at \$~~12,753.62~~10,434.78 (\$~~220~~180 million divided by 17,250 points).

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1 Accordingly, Trust Claims assigned 25, 50, and 75 points would receive projected total recoveries of
2 ~~\$318,840.58~~260,869.57, ~~\$637,681.16~~521,739.13, and ~~\$956,521.74~~782,608.70 from the
3 ~~Survivor's~~Survivors' Trust, respectively.

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

9 **iv. Litigation Option vs. Distribution Option.**

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

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

25 At that point:

26 **For all Trust Claimants:**

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

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

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

- Upon the election of the Litigation Option, the Trust Claimant shall be allowed to resume
or institute (as the case may be) litigation against the Debtor (in name only) to establish
coverage liability and damages for the Trust Claimant's Abuse Claim as against the

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1 applicable Non-Settling Insurer(s). As to the liability of the Debtor (as assumed by the
2 Survivors' Trust):

3 ○ If the litigation yields a judgment against the Debtor (sued in name only) (the
4 "Judgment Amount") that is lower than Final Determination, the Judgment Amount
5 controls. Any amount already distributed to Litigation Claimants in excess of the
6 Judgment Amount shall be recoverable by the Survivors' Trustee. Any amount not
7 already distributed in excess of the Judgment Amount will be reallocated for
8 payment to all other Distribution Claimants.

9 ○ If the litigation yields a Judgment Amount against the Debtor (sued in name only)
10 that is higher than the Final Determination, the Final Determination controls as to
11 the liability of the Survivors' Trust.

12 • If the litigation yields a judgment covered by insurance, the amount of such coverage shall
13 be paid by the responsible Insurer(s) directly to such Trust Claimant following recovery.

14 • Following resolution of each Litigation Option case, and after accounting for any recovery
15 by the Litigation Claimant from another party, such as an Insurer, the Survivors' Trustee
16 will make a Litigation Distribution to each such Litigation Claimant in an amount equal to
17 the lesser of: 1) any unpaid portion of the Final Determination, or 2) the Judgment Amount,
18 both amounts being subject to reasonable reserves.

19 • Each Non-Settling Insurer shall have all defenses against a Litigation Claimant available
20 to the Non-Settling Insurer against the Debtor on account of such Claimant's Claim,
21 including without limitation policy exclusions and other coverage defenses under the
22 applicable policies, defenses available under state and federal law, and Orders of the
23 Bankruptcy Court.

24 • **In no event can a Litigation Claimant receive more than the total amount of his or
25 her judgment from all sources. For the avoidance of doubt, if, after accounting for
26 recovery from parties other than the Survivors' Trust, a Litigation Claimant receives
27 any amount in excess of the Judgment Amount, such amount shall be recoverable by
28 the Survivors' Trustee.**

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

21 **F. Non-Monetary Commitment to Healing and Reconciliation**

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

25 Bishop Michael Barber shares the conviction of His Holiness Pope Leo XIV, expressed on June 21,
26 2025, that "It is urgent to root in the whole church a culture of prevention that does not tolerate any form of
27 abuse - neither of power or authority, nor abuse of conscience, spiritual or sexual abuse. ... This culture will
28 only be authentic if it is born of active vigilance, of transparent processes and sincere listening to those who
have been hurt." ~~Pope Leo XIV, June 21, 2025~~. Bishop Barber, on behalf of himself and the Debtor, pledges
and agrees to both continue the good work outlined in Article IV, below, and adopt the *Child Protection*

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1 *Protocols for the Roman Catholic Bishop of Oakland, California* attached hereto as Exhibit A. These
2 Protocols are among the most expansive adopted or proposed by any diocese or religious organization in the
3 United States. Among the highlights of the Protocols are:

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

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

22 **ARTICLE II**

23 **GENERAL INFORMATION**

24 The [Modified](#) Fourth Amended Plan sets forth, among other things, the proposed treatment of
25 Claims and other interests in accordance with the Bankruptcy Code. The following is a summary of the
26 classification of all Claims under the [Modified](#) Fourth Amended Plan. This summary is qualified in its
27 entirety by reference to the [Modified](#) Fourth Amended Plan:

28 Class	Class Description	Number of Claimants	Status	Voting Rights
Class 1	RCC Secured Claim	1	Impaired	Eligible to vote
Class 2	Priority Unsecured Claims, other than non-classified claims set forth in Article III	36	Unimpaired	Non-voting Deemed to accept
Class 3	General Unsecured Claims	71	Impaired	Eligible to vote
Class 4	Abuse Claims	~345	Impaired	Eligible to vote
Class 5	Unknown Abuse Claims	Unknown	Impaired	Eligible to vote via the Unknown Abuse Claims

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				Representative
Class 6	Non-Abuse Litigation Claims	2	Impaired	Eligible to vote
Class 7A	Contribution and Indemnification Claims Related to Class 4 Claims	Unknown	No recovery	Non-voting Deemed to reject
Class 7B	Contribution and Indemnification Claims Related to Class 5 Claims	Unknown	No recovery	Non-voting Deemed to reject

The [Modified](#) Fourth Amended Plan impairs the Secured Claim of RCC, the only creditor in Class 1, by altering the proposed treatment to *not* include: 1) the payment of default post-petition interest (the Debtor has been paying contract interest to RCC) and 2) the repayment of unpaid post-petition and pre-Effective Date principal amounts owed, if any, on the Effective Date. The Debtor will instead pay RCC’s unpaid principal over the 3.5-year life of the Plan. ~~The Debtor does not intend to solicit RCC’s vote as an accepting impaired class for purposes of confirmation.~~

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

The proposed treatment of all other Claims, including Claims not classified above, in the [Modified](#) Fourth Amended Plan has not changed from the Third Amended Plan.

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

ARTICLE III

QUESTIONS AND ANSWERS ABOUT THE [MODIFIED](#) FOURTH AMENDED PLAN

A. When will the [Modified](#) Fourth Amended Plan become effective?

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

B. Does the [Modified](#) Fourth Amended Plan contain releases and permanent injunctions in favor of the Debtor and the Churches?

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

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1 to the Debtor and Reorganized Debtor. The provisions relating to releases and permanent injunctions in
2 favor of the Debtor and the Churches have not changed from the Third Amended Plan.

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

5 No. The [Modified](#) Fourth Amended Plan contemplates the RCWC Escrow construct that is
6 designed to facilitate post-confirmation releases for that entity in return for compensation to Abuse
7 Claimants that hold claims against RCWC in addition to the Debtor, but the [Modified](#) Fourth Amended
8 Plan no longer contains any other releases or injunctions that relate to and affect the rights, Claims, and/or
9 Causes of Action that “Releasing Parties” may have against entities who are not the Debtor, the
10 Reorganized Debtor, or the Churches.

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

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

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

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

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

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

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

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1 **G. Does the [Modified Fourth Amended Plan](#) contain Provisions Designed to Foster the**
2 **Protection of Children from Sexual Abuse?**

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

6 **H. What is the Effect of the [Modified Fourth Amended Plan](#) on the Debtor’s Ongoing Religious**
7 **and Charitable Endeavors?**

8 On and after the Effective Date, the Reorganized Debtor will continue its charitable, non-profit
9 operations and, except as otherwise provided by the [Modified](#) Fourth Amended Plan, may use, acquire, or
10 dispose of property and compromise or settle any Non-Abuse Litigation Claims without supervision or
11 approval by the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.
12 Additionally, upon the occurrence of the Effective Date, all actions contemplated by the [Modified](#) Fourth
13 Amended Plan will be deemed authorized and approved.

14 **I. Is the Debtor Preserving [Claims, Estate Causes of Action, Defenses and Counterclaims](#) under**
15 **the [Modified Fourth Amended Plan](#)?**

16 Yes, except to the extent such rights, Claims, Estate Causes of Action, defenses, and counterclaims
17 are otherwise dealt with in the [Modified](#) Fourth Amended Plan or are expressly and specifically released
18 in connection with the [Modified](#) Fourth Amended Plan, the Confirmation Order, or any settlement
19 agreement approved during the Chapter 11 Case, the [Modified](#) Fourth Amended Plan provides that, as of
20 the Effective Date, the Reorganized Debtor reserves any and all rights, Claims, Estate Causes of Action,
21 defenses, and counterclaims of or accruing to the Debtor or Reorganized Debtor, whether or not litigation
22 relating thereto is pending on the Effective Date.

23 **ARTICLE IV**

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

25 The needs of survivors of clergy sexual abuse (the “[Survivors](#)”) and the protection of children have
26 long been priorities of the Debtor. Since the 1990s, the Debtor has provided counseling, therapy, support
27 and outreach to Survivors.

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

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

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1 analyze and properly respond to claims so credibility can be determined and acted upon in the best interest
2 of the Abuse Survivor.

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

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

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

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

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

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

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

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

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

8 Ultimately, the Debtor understands that in order to address the problem of clergy sexual abuse, it
9 must amplify the voice of Survivors and provide necessary resources to the public to understand when
10 and how to report incidents of abuse. The Debtor's website (www.oakdiocese.org) has five main sections:
11 Debtor, Bishop, Ministries, Giving and Survivors. The Survivors section contains five pages full of
12 resources, information and links to policies and procedures to further the cause of identifying, addressing,
13 reporting and responding to clergy sexual abuse. The website contains, among other things:

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

29 The Debtor, through its programs, offices, coordinators and trainings, is committed to serving
30 those affected by historical clergy sexual abuse and to prevent future abuse from occurring. The Debtor is
31 bound by the USCCB Charter, a comprehensive set of procedures originally established by the United
32 States Conference of Catholic Bishops in June 2002, and modified in 2005, 2011, and most recently in
33 2018. The purpose of the USCCB Charter is to address allegations of sexual abuse of minors by Catholic
34 clergy. The USCCB Charter also includes guidelines for reconciliation, healing, accountability, and
35 prevention of future acts of abuse.

36 Finally, the Debtor continues to support the No More Secrets Ministry ("NMSM"), which was
37 formed by survivors of clergy sexual abuse in 2000 with the mission to provide an opportunity for personal
38 sharing, prayerful reflection, and spiritual renewal. NMSM has joined forces with the VAC and Licensed

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1 Clinical Social Workers, to further support survivors.to launch a new initiative called “**Lifting Survivors'**
2 **Voices at the Oakland Diocese.**” Its work has been ongoing for nearly a quarter of a century.

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

5 **ARTICLE V**

6 **THE PLAN PROCESS**

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

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

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

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

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

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

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

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1 a dedicated document review team of fourteen associates and two partners. The Debtor made four separate,
2 significant document productions to the Committee:

- 3 1. On May 14, 2025, approximately 3,500 documents and 42,000 pages.
- 4 2. On May 23, 2025, approximately 5,500 documents and 40,000 pages.
- 5 3. On May 29, 2025, approximately 25,000 documents and 138,000 documents; and,
- 6 4. On June 1, 2025, approximately 9,000 documents and 53,000 pages.

7 In addition to the Debtor documents, Debtor's counsel processed and produced approximately
8 3,000 emails on behalf of VeraCruz in response to the Committee's subpoena directed to VeraCruz. As
9 part of the Debtor document production, Debtor's counsel also deployed a team of 12 attorneys to
10 determine whether any additional documents were located at any of the Churches.

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

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

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

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

30 After the Debtor determined that the cost of pursuing a contested confirmation was too high, and
31 that the prospects of settlement with either the Insurers or the Committee was not possible in the short
32 term, and after extensive discussions with its professional advisors, the Debtor determined that remaining
33 in the Bankruptcy Case was not in its best interests. Therefore, on September 9, 2025, the Debtor filed its
34 Motion to Dismiss Chapter 11 Case [Docket No. 2293] (the "Motion to Dismiss Case"). The Committee
35 did not oppose dismissal of the case but argued that the dismissal should be with prejudice, meaning that
36 the Debtor would not be able to file a future bankruptcy case. [Docket No. 2329]. The Debtor responded
37 to the Committee's filing on October 20, 2025 [Docket No. 2413]. The Committee further responded on
38 October 27, 2025 [Docket No. 2423]. On October 29, 2025, the Bankruptcy Court held a hearing on the
39 Motion to Dismiss Case. The Bankruptcy Court granted the Motion to Dismiss Case without prejudice,
40 concluding that "it has not been presented with any evidence of bad faith by the Debtor which would cause
41 the Bankruptcy Court to dismiss the Chapter 11 Case with prejudice or with a bar to the Debtor filing
42 another bankruptcy case." [Docket No. 2467]. Ultimately, dismissal was to be effective as of November

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1 26, 2025 unless the Debtor filed a settlement term sheet “signed by the Debtor and any party who is in
2 support of that term sheet.”

3 After the Bankruptcy Court’s ruling on the Motion to Dismiss Case, the Debtor, the Committee,
4 the Insurers, and the Mediators continued their efforts to negotiate a consensual resolution to the case. The
5 November 26, 2025 dismissal date was then extended several times at the request of either the parties or
6 the Mediators, and on December 11, 2025, the Debtor filed its first *Non-Binding Term Sheet* contemplating
7 what eventually became the [Modified](#) Fourth Amended Plan. [Docket No. 2504]. The December 11 term
8 sheet was updated on December 17 with additional contributions from Settling Insurers, and the December
9 17 term sheet [Docket No. 2521], as well as subsequent discussions with various parties, forms the basis
10 of the [Modified](#) Fourth Amended Plan.

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

14 On January 20~~and~~, February 4, [and February 17](#), 2026, the Bankruptcy Court convened status
15 conferences regarding the Chapter 11 Case, the Motion to Dismiss Case, and the Plan process, generally.
16 Prior to and during the February 4 status conference, the Debtor announced its intention to move forward
17 with a Fourth Amended Plan rather than seek dismissal of the Chapter 11 Case at this time. [The Debtor’s
18 Fourth Amended Plan and certain other documents were filed on February 20, 2026, following which they
19 were modified by the filing of the Modified Fourth Amended Plan described herein.](#)

20 **D. Additional Relevant Events.**

21 **i. The Subcon Adversary Proceeding.**

22 [As described in the Third Amended Disclosure Statement, on December 11, 2024, the Committee
23 filed a second adversary proceeding against the Debtor, Adventus, RCWC, and RCC seeking \(i\)
24 declaratory relief that all property of Adventus, RCWC, and RCC is property of the estate and \(ii\)
25 substantive consolidation of Adventus, RCWC, and RCC into the Debtor’s Chapter 11 bankruptcy \[Adv.
26 No. 24-04053\] \(the “Subcon Adversary Proceeding”\). On July 25, 2025, the Bankruptcy Court entered its
27 *Order Dismissing First Amended Adversary Complaint* \[Dkt. No. 55\] dismissing the Subcon Adversary
28 Proceeding with prejudice against refiling. On August 8, 2025, the Committee filed: 1\) a motion seeking
reconsideration of that dismissal \[Dkt. No. 57\] to which the Debtor and RCWC objected \[Dkt. Nos. 67
and 65, respectively\], and 2\) an appeal to the District Court for the Northern District of California of the
dismissal order. The Bankruptcy Court conducted oral argument on the motion for reconsideration on
September 10, 2025.](#)

[On March 20, 2026, the Bankruptcy Court denied the motion for reconsideration in an oral ruling.
The recording is available at Docket No. 73 in the Subcon Adversary Proceeding.](#)

29 **ii. The Committee’s Plan of Reorganization.**

30 [On March 6, 2026, the Committee filed its *Notice of Filing of the Official Committee of Unsecured
31 Creditors’ Plan of Reorganization* \[Dkt. No. 2705\]. The Committee Plan was attached to the notice as
32 Exhibit A. Generally, the Committee Plan contemplates:](#)

- 33 • [Contributions from the Debtor to the Survivors’ Trust totaling approximately \\$195.2
34 million over 3.5 years, with anniversary payments tied to the March 6 filing date of the
35 Committee Plan, not the Effective Date;](#)

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- 1 • [“Optional” contributions from RCWC totaling approximately \\$118.9 million over 3.5](#)
2 [years with anniversary payments timed similarly;](#)
- 3 • [The use of the Livermore Property, owned by Adventus, to satisfy *the Debtor’s* required](#)
4 [future contributions;](#)
- 5 • [A modified form of insurance assignment that does not reflect any agreement as between](#)
6 [the Debtor, its Insurers, and the Committee; and,](#)
- 7 • [The Committee’s proposed Child Protection Protocols, which are similar in many respects](#)
8 [to those crafted by the Debtor but not entirely aligned.](#)

9 [On March 10, 2026, the Bankruptcy Court convened another status conference regarding the](#)
10 [proposed “competing” plans: the Debtor’s Fourth Amended Plan filed February 20 and the Committee](#)
11 [Plan filed March 6. Notably, prior to that status conference, RCWC and Adventus indicated their support](#)
12 [for the Debtor’s Fourth Amended Plan and also stated unequivocally that they did not support the](#)
13 [Committee Plan in a *Statement* filed at Docket No. 2708 and would not contribute on its terms.](#)

14 [The Committee Plan is both infeasible in light of the Debtor’s required contributions—which](#)
15 [contemplate the use of funds on the Effective Date that the Debtor does not have—and patently](#)
16 [unconfirmable given certain aspects of the Committee’s Child Protection Protocols and the insurance](#)
17 [provisions of the Committee Plan. Moreover, the Committee Plan is completely devoid of any explanation](#)
18 [for how the Debtor would make the required contributions or why those amounts are fair and equitable.](#)
19 [At the Debtor’s strong urging that the Committee be required to explain the guiding principles underlying](#)
20 [the Committee Plan, the Court instructed that the Committee file something akin to this document on or](#)
21 [before March 27, 2026.](#)

22 [Confirmation of the Debtor’s Modified Fourth Amended Plan and the Committee Plan dated](#)
23 [March 6 is anticipated to move forward in tandem with a confirmation hearing to commence on or about](#)
24 [June 15, 2026.](#)

25 [**For the avoidance of doubt, the Debtor does not agree to the Committee Plan, opposes it, and**](#)
26 [**will not agree to be bound by the terms of a plan that is not fair and equitable or feasible, cannot be**](#)
27 [**confirmed, and \(if it were confirmed over the Debtor’s objection\) invites inevitable future appeals**](#)
28 [**from both the Debtor and the Insurers.**](#)

ARTICLE VI

SUMMARY OF AMENDMENTS IN THE MODIFIED FOURTH AMENDED PLAN

29 The Debtor submits that the [Modified](#) Fourth Amended Plan is in the best interests of all creditors,
30 including Abuse Claimants. The below summary of significant amendments (or the lack thereof)
31 embodied in the [Modified](#) Fourth Amended Plan, as compared to the Third Amended Plan, below is
32 provided for the convenience of all parties. The summary does not describe every element of the [Modified](#)
33 Fourth Amended Plan and is not intended as a substitute for a thorough and complete review of the
34 [Modified](#) Fourth Amended Plan. This summary is subject to, and is qualified in its entirety by reference
35 to, the full text of the [Modified](#) Fourth Amended Plan.

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1 **A. The Survivors' Trust**

2 The primary changes with respect to the Survivors' Trust in the Modified Fourth Amended Plan
3 as compared to the Third Amended Plan concern the amount (increased) and timing (accelerated) of
4 contributions thereto, as well as establishment of the RCWC Escrow-, which allowed RCWC to increase
5 its voluntary contribution. Additional changes from the Modified Fourth Amended Plan concerning the
6 Restricted Assets Adversary Proceeding and the provision of deeds of trust to the Survivors' Trust
7 securing the Debtor's post-Effective Date contributions, are described in more detail above.

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

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

26 The Modified Fourth Amended Plan contains no further material changes to provisions relating to
27 the treatment of Abuse Claims and Unknown Abuse Claims. It does, however, establish that any residual
28 amount remaining following the final distribution to Holders of Abuse Claims and Unknown Abuse
29 Claims shall be transferred to a charity to support sexual abuse survivors chosen by the Survivors' Trustee.

30 **B. Settling Insurers**

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

36 As compared to the Fourth Amended Plan, the Modified Fourth Amended Plan removes prior
37 proposed settlements (totaling \$44.3 million) with certain insurers that would contribute funds to the
38 Survivors' Trust on the Effective Date. In other words, as of the date hereof, all of the Insurers are Non-
39 Settling Insurers subject to the Insurance Assignment.

40 However, if, before Confirmation, an Insurer enters into an Insurance Settlement Agreement with the
41 Debtor under which the Insurer would become a Settling Insurer under the Modified Fourth Amended Plan
42 upon entry of the Confirmation Order, the Debtor shall file with the Modified Fourth Amended Plan
43 Supplement a notice setting forth any additional provisions required by the proposed Settling Insurer, and
44 agreed to by the Debtor, to be made a part of the Modified Fourth Amended Plan. Any such provisions set

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1 forth in the [Modified](#) Fourth Amended Plan Supplement shall be deemed incorporated into the [Modified](#)
2 Fourth Amended Plan. Any Insurer that becomes a Settling Insurer shall receive the treatment as may be
3 provided in any Insurer Settlement Agreement approved by a Final Order.

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

6 **C. Non-Settling Insurers**

7 The provisions in the [Modified](#) Fourth Amended Plan relating to Non-Settling Insurers have not
8 changed [materially from the Third Amended Plan](#).

9 **D. Means for Implementation of the Modified Fourth Amended Plan**

10 The provisions in Article XII of the [Modified](#) Fourth Amended Plan setting forth the means of
11 implementation thereof have not materially changed.

12 **E. Disputed Claims and Claims Distributions**

13 *Parties Permitted to Object to Claims*

14 ~~Unlike~~ The ~~Third Amended Plan, the~~ [Modified](#) Fourth Amended Plan provides that after the
15 Effective Date ~~only the Survivors' Trustee, on behalf of the Survivors' Trust,~~ [all parties in interest](#) may
16 object to [Abuse](#) Claims to the extent permitted under Section 502(a) of the Bankruptcy Code; provided,
17 however, ~~that~~ [with respect to Litigation Claimants \(Trust Claimants that elect the Litigation Option\): \(i\)](#)
18 [any determinations of the dollar amount of liability, and any defense based upon non-bankruptcy law,](#)
19 [shall be made in a court of competent jurisdiction as determined under applicable non-bankruptcy law,](#)
20 [and \(ii\) all determinations regarding coverage shall be made in a court of competent jurisdiction or such](#)
21 [other venue as the affected parties \(including without limitation any Non-Settling Insurer\).](#) Nothing in the
22 [Modified](#) Fourth Amended Plan compromises or otherwise affects any defense of the Debtor or a Non-
23 Settling Insurer may raise or assert in response to any Litigation Claimant. The Holder of any Claim to
24 which an objection is made is entitled to assert their defenses to such objection. [For the avoidance of](#)
25 [doubt, any party in interest may object to Non-Abuse Claims, and the Debtor may file objections to Non-](#)
26 [Abuse Claims at any time through the closing of the case.](#)

27 *Time Limits for Objections*

28 ~~The Survivors' Trustee~~ [Parties in interest](#) may File an objection to any Claim at any time through
the closing of the Chapter 11 Case.

Except with respect to the foregoing, all other provisions of the [Modified](#) Fourth Amended Plan
relating to Disputed Claims and the treatment thereof, including distributions, have not changed from the
Third Amended Plan.

F. Effective Date

The provisions in Articles 10 and 13 of the [Modified](#) Fourth Amended Plan setting forth the
conditions for and effect of the Effective Date of the [Modified](#) Fourth Amended Plan have not materially
changed from the Third Amended Plan, except that the [Modified](#) Fourth Amended Plan no longer provides
for third-party releases as part of the Plan (as reflected in Article 13.9 of the Third Amended Plan).

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1 **G. Retention of Jurisdiction**

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

6 **H. Tax Consequences of the Modified Fourth Amended Plan**

7 The tax consequences of the [Modified](#) Fourth Amended Plan arising from the provisions of the
8 Internal Revenue Code and the Treasury Regulations promulgated thereunder have not changed from the
9 Third Amended Plan. [All claimants are advised to refer to Article XV of the Third Amended Disclosure
10 Statement \[Dkt. No. 1874\] for further discussion.](#)

11 **ARTICLE VII**

12 **ALTERNATIVES TO THE MODIFIED FOURTH AMENDED PLAN**

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

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

20 If the [Modified](#) Fourth Amended Plan is not confirmed, the ~~Debtor or another party in interest may
21 propose a different plan, which might involve an alternative means for reorganizing the Debtor.
22 The Committee intends to move forward with imposing the Committee Plan on the Debtor over its
23 objection. Unlike the Committee Plan, the Modified~~ Fourth Amended Plan as proposed has the support
24 of, among other entities, RCWC, ~~the Settling Insurers,~~ and the Non-Settling Insurers. Accordingly, the
25 [Modified](#) Fourth Amended Plan provides the most favorable outcome for Creditors. ~~The negotiation and
26 drafting required for additional plans would likely~~ [A competing plan process will](#) add substantially greater
27 administrative expenses with no guarantee of a better result for Creditors, including Abuse Claimants,
28 destroying value for little gain. For these reasons, ~~an~~ [the Committee Plan \(or any](#) alternative plan of
reorganization) is not preferable to the [Modified](#) Fourth Amended Plan.

The Committee ~~has~~ [previously](#) indicated ~~it intends~~ [its intent](#) to file a competing plan of
reorganization on the premise that having competing plans will drive the parties toward settlement. ~~The
Bankruptcy Court recently ordered that~~ [It then filed](#) the Committee ~~must file a draft~~ Plan on ~~or before~~
March 6, 2026. ~~The Debtor believes the Committee's position as discussed above. This premise~~ is not
credible. The Debtor and Committee, among other parties, have engaged in dozens of mediation meetings
over the last two years without success. Moreover, the Debtor will oppose any attempt to impose an
outcome on it that compromises the Debtor's ministry, exceeds any reasonable bounds of settlement, or
seeks retribution against the Debtor.

~~As a threshold matter, any Plan proposed by the Committee will very likely be unconfirmable as
a matter of law. A Committee plan will likely be premised on accelerating the proposed contribution
schedule from the Debtor and RCWC from 3.5 years to just 2 years, with most of the contributions to be
made on the Effective Date. The Committee knows full well this is impossible. As described above, the~~

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1 ~~Debtor's ability to meet its own 3.5-year schedule is premised on future sales of real estate, including the~~
2 ~~Livermore Property. The Committee will also attempt propose hypothetical funding vehicles, including,~~
3 ~~but not limited to, a forced loan from a third party, the Debtor's re-entry into the bond market, and the use~~
4 ~~of restricted cash of both the Debtor and RCWC (including amounts from RCWC over and above its total~~
5 ~~contribution) to pay Creditors.~~

6 As described above and as a threshold matter, the Committee Plan is unconfirmable as a matter of
7 law. At base it requires, on the Effective Date: 1) required contributions by the Debtor to the Survivors'
8 Trust totaling \$33.1 million, 2) repayment of the proposed \$15 million RCC debtor-in-possession
9 financing facility, and 3) additional payments to Class 3 creditors. These uses, totaling approximately \$50
10 million or more, require unrestricted funds that the Debtor does not have.

11 Regarding the Effective Date contributions to the Survivors' Trust, Committee counsel has
12 admitted that this contribution contemplates use of funds that the Debtor argues are restricted and/or
13 otherwise unavailable for this purpose, meaning that the feasibility of the Committee Plan is predicated
14 on a positive (for the Committee) resolution to the Restricted Assets Adversary Proceeding that it now
15 admits is impossible to achieve in this timeframe. In other words, the very first required contribution by
16 the Debtor under the Committee Plan will not happen, irrespective of other contributions in the future.
17 Abuse Claimants gain nothing by even considering the Committee Plan as written, especially considering
18 that it assumes complete victory by the Committee in the Restricted Assets Adversary Proceeding, where,
19 first, this outcome is extremely unlikely, and second, in no event, will that Adversary Proceeding be
20 decided by the Effective Date.

21 ~~Notwithstanding the fact that the~~ Without additional insight into the hypothetical funding
22 mechanisms under the Committee Plan, it is impossible for the Debtor to be sure of the "how" thereof,
23 much less the "why." However, to the extent that the Committee envisions the Debtor borrowing
24 additional funds from a third-party, this, too, is a non-starter. A lender cannot be forced to lend, and the
25 Debtor's proposed lender, RCC, does not support the Committee's Plan. Moreover, the Modified Fourth
26 Amended Plan, like all of the Debtor's Plans before it, already contemplates borrowing \$55 million from
27 RCC (the maximum amount RCC is willing to lend) on terms favorable to the Debtor, a lender cannot be
28 forced to lend nor can a borrower be forced to borrow. In other words, a Committee plan premised on
~~hypothetical involuntary lending by the Debtor from an as yet unspecified third party to facilitate faster~~
~~payments is a house built on quicksand.~~ After months of analysis and considerable movement from the
Original Plan to the Modified Fourth Amended Plan, the Debtor has determined—and will conclusively
prove—that the payment schedule in the Modified Fourth Amended Plan is as fast as it can realistically
make the contemplated contributions. This is because the necessary funds will come from real estate sales
that have not yet happened, including sale of the Livermore Property that remains to be re-entitled and
developed.

29 ~~The Other potential foundations for the Committee's Committee Plan suffer similar defects.~~
30 ~~Forcing the Debtor (and RCWC) to use restricted cash to accelerate contributions requires that the~~
31 ~~Committee emerge completely victorious in its efforts to eliminate existing restrictions on donated funds.~~
32 ~~This is unlikely. Moreover~~ For example, the idea that the Debtor can merely take RCWC's funds (even if
unrestricted at some point) as it wishes ~~runs counter to violates~~ both Canon and civil law. The Debtor and
RCWC are legally separate entities, and RCWC does not support the Committee's Plan. On July 25, 2025,
the Bankruptcy Court entered an order dismissing with prejudice the Committee's adversary proceeding
seeking to substantively consolidate RCWC's assets with the Debtor's estate. [(Adv. Proc. 24-04053),
Dkt. No. 55.]

33 Additionally ~~Finally~~, the Committee's prior suggestion that the Debtor can simply re-enter the
bond market to raise funds ignores a key fact that the Committee knows and relies on in other contexts:
the Debtor procured its prior bonds nearly 20 years ago as part of an obligated *group* of entities using the

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1 entire group's creditworthiness to backstop it. Those same entities—including RCWC ~~and~~ RCC, ~~both~~
2 ~~and Adventus~~, all of which are already contributing massively to the Modified Fourth Amended Plan—
3 will not voluntarily participate in ~~the Committee's~~ hypothetical involuntary bond offering now, and the
4 Bankruptcy Court cannot order them to participate.

5 Finally, the Committee's proposed Child Protection Protocols are incapable of approval—implicit
6 or otherwise—as a matter of law in that they would require the Debtor to discriminate against individuals
7 based on their religion in the reconstitution of the Minor Diocesan Review Board. As written the
8 Committee's protocols require that a specific individual—the member of law enforcement appointed to
9 the MDRB—be a non-Catholic. This is, in effect, a statement by the Committee that members of law
10 enforcement that are Catholic are somehow incapable, untrustworthy, or unhirable. It would require that
11 the Debtor openly discriminate against certain individuals regardless of their skillset, capabilities, or
12 willingness to serve.

13 As a more fundamental point, the idea that the Committee can force the Debtor—a religious
14 organization—to adopt internal bylaws or operating protocols to which it does not agree violates Supreme
15 Court precedent, the Constitution of the United States of America, and the Religious Freedom Restoration
16 Act (RFRA) of 1993. The Debtor is willing to adopt some of the most sweeping and forward-looking
17 Child Protection Protocols in the country as evidenced by those attached hereto. Aside from being illegal
18 due to overt discrimination, the Committee's attempt to impose an internal framework the Debtor does
19 not accept is unconstitutional and outside the bounds of what can be achieved through a plan of
20 reorganization.

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

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

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

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

Pursuant to 11 U.S.C. § 1112(c), if a debtor is “not a moneyed corporation”, a debtor's chapter 11
case cannot be converted to a chapter 7 case without the debtor's consent. The Debtor, as a non-profit
entity, is not a moneyed corporation, and may not be forced to convert its Chapter 11 Case to a chapter 7

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1 case. Moreover, the Debtor will not consent. Thus, conversion to chapter 7 is not a viable alternative to
2 the Modified Fourth Amended Plan.

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

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

7 **ARTICLE VIII**

8 **CONFIRMATION OF THE MODIFIED FOURTH AMENDED PLAN**

9 **A. General Confirmation Requirements**

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

27 **B. Confirmation Hearing**

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

C. Confirmation

At the Confirmation Hearing, the Bankruptcy Court will confirm the Modified Fourth Amended
Plan only if the requirements of section 1129 of the Bankruptcy Code are met. Among the requirements
for confirmation are that the Modified Fourth Amended Plan (i) be accepted by the requisite holders of
Claims or, if not so accepted, that it be “fair and equitable” and “not discriminate unfairly” as to each non-

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1 accepting Class of Claims, (ii) be in the “best interests” of each holder of a Claim that does not vote to
2 accept the [Modified](#) Fourth Amended Plan in each Impaired Class under the [Modified](#) Fourth Amended
3 Plan, (iii) be feasible, and (iv) comply with the applicable provisions of the Bankruptcy Code. No legal
prerequisite exists for approval of a certain class of claimants notwithstanding the provenance of their
Claims.

4 **D. Cramdown**

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

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

11 In general, the “fair and equitable” standard, also known as the “absolute priority rule,” requires
12 that a dissenting class receive full compensation for its allowed claims before any junior class receives
any distribution. More specifically, section 1129(b) of the Bankruptcy Code provides that a plan can be
13 confirmed under that section if: (a) with respect to a secured class (i) the holders of such claims retain the
liens securing such claims to the extent of the allowed amount of such claims and that each holder of a
14 claim of such class receive deferred cash payments equaling the allowed amount of such claim as of the
[Modified](#) Fourth Amended Plan’s effective date, or (ii) such holders realize the indubitable equivalent of
15 such claims; (b) with respect to an unsecured claim, either (i) the impaired unsecured creditor must receive
property of a value equal to the amount of its allowed claim, or (ii) the holders of claims and interests that
16 are junior to the claims of the dissenting class may not receive any property under the [Modified](#) Fourth
Amended Plan on account of such junior claim or interest; and (c) with respect to a class of interests,
17 either (i) each holder of an interest of such class must receive or retain on account of such interest property
of a value, equal to the greater of the allowed amount of any fixed liquidation preference to which such
holder is entitled, any fixed redemption price to which such holder is entitled or the value of such interest,
18 or (ii) the holder of any interest that is junior to the interest of such class may not receive or retain any
property on account of such junior interest.

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

21 Given that Class 4 previously voted against the Third Amended Plan at the strong urging of the
Committee, and the Debtor has, to date, been unable to reach a consensual resolution of all outstanding
22 issues with the Committee such that it is likely to alter its recommendation to Abuse Claimants, the Debtor
~~has determined not to proceed with~~ [does not believe that](#) re-solicitation of the [Modified](#) Fourth Amended
23 Plan [will yield a different result notwithstanding the considerable concessions and improvements made](#)
[herein](#). Rather, the Debtor assumes that Class 4 would vote against the [Modified](#) Fourth Amended Plan in
24 a similar manner ~~and will, requiring that the Debtor~~ proceed with confirmation of the [Modified](#) Fourth
Amended Plan via cramdown.

25 **E. Best Interests Test**

26 To confirm a plan, the Bankruptcy Court must independently determine that the [Modified](#) Fourth
27 Amended Plan is in the best interests of each holder of a claim in any impaired class who has not voted to

28 ~~EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION~~
~~REGARDING DEBTOR’S DISCLOSURE STATEMENT IN SUPPORT OF~~
~~DEBTOR’S MODIFIED FOURTH AMENDED PLAN OF REORGANIZATION~~

1 accept the [Modified](#) Fourth Amended Plan. Accordingly, if an impaired class does not unanimously accept
2 the [Modified](#) Fourth Amended Plan, the best interests test requires the Bankruptcy Court to find that the
3 [Modified](#) Fourth Amended Plan provides to each member of such impaired class a recovery on account
4 of the class member's claim that has a value, as of the effective date of the [Modified](#) Fourth Amended
5 Plan, at least equal to the value of the distribution that each such member would receive if the debtor were
6 liquidated under chapter 7 of the Bankruptcy Code on such date.

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

16 **F. Feasibility**

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

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

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

20 Section 1129(a)(1) of the Bankruptcy Code requires that the [Modified](#) Fourth Amended Plan
21 comply with the applicable provisions of the Bankruptcy Code. The Debtor has considered each of these
22 provisions in the development of the [Modified](#) Fourth Amended Plan, and the [Modified](#) Fourth Amended
23 Plan complies with all applicable provisions of the Bankruptcy Code.

24 ##

25 **ARTICLE IX**

26 **CONCLUSION**

27 The [Modified](#) Fourth Amended Plan is in the best interests of all Creditors. The [Modified](#) Fourth
28 Amended Plan as structured allows Creditors to participate in Distributions in excess of those which would

~~EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION~~
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1 otherwise be available were the Chapter 11 Case dismissed and provides an opportunity to maximize
2 insurance recoveries through settlements with the Settling Insurers and post-confirmation litigation of
3 Assigned Insurance Interests against Non-Settling Insurers.

4 DATED: ~~February 20~~March 27, 2026.

Respectfully submitted,

6 **FOLEY & LARDNER LLP**

Eileen R. Ridley

7 Shane J. Moses

Ann Marie Uetz

8 Matthew D. Lee

Geoffrey S. Goodman

9 Mark C. Moore

10 */s/ Shane J. Moses*

SHANE J. MOSES

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12 *Counsel for the Debtor
and Debtor in Possession*

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28 ~~EXECUTIVE SUMMARY, FREQUENTLY ASKED QUESTIONS, AND GENERAL INFORMATION~~
~~REGARDING DEBTOR'S DISCLOSURE STATEMENT IN SUPPORT OF~~
DEBTOR'S MODIFIED FOURTH AMENDED PLAN OF REORGANIZATION

Exhibit A to
~~Executive Summary, Frequently Asked Questions, and General Information~~
~~Regarding Debtor's~~Disclosure Statement in Support of Debtor's Modified
Fourth Amended Plan of Reorganization

Summary report:	
Litera Compare for Word 11.7.0.54 Document comparison done on 3/27/2026 7:18:43 PM	
Style name: Color	
Intelligent Table Comparison: Active	
Original DMS: nd://4903-8268-4304/3/RCBO - (MINI) Fourth Amended Disclosure Statement (Foley 2.20.26).docx	
Modified filename: RCBO - (MINI) Modified Fourth Amended Disclosure Statement.docx	
Changes:	
<u>Add</u>	440
Delete	189
Move From	3
<u>Move To</u>	3
<u>Table Insert</u>	9
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	644

Exhibit 4 to Notice of Filing
(Copy of March 27, 2026, email)

EXHIBIT 4

Moses, Shane

From: Moses, Shane
Sent: Friday, March 27, 2026 6:57 PM
To: Prol, Jeffrey D.; Weisenberg, Brent I.; Kaplan, Michael A.; Restel, Colleen M.; Gabrielle Albert; Blumberg, Jason (USTP); Josh Hogan; Ryan E. Manns; Jason Blanchard; lauren.macksoud@dentons.com; 'Schiavoni, Tancred'; 'Blaise Curet'; 'Sugayan, Catalina'; 'Yang, Yongli'; 'Cameron, Clinton'; 'Anderson, Leanna M.'; 'Amy P. Klie'; 'tjacobs@phrd.com'; 'Robin D. Craig'; 'Melissa Andrea Dubbs'; 'mplevin@plevinturner.com'; 'jhess@plevinturner.com'; 'Turner, Miranda'; 'Jillian G. Dennehy'; 'Travis Wall'; 'Wolter, Alexandra J.'; 'Frederick Hall'; 'Richard Turner'; 'Evanston, Timothy W.'; 'Roten, Russell W.'; 'Warren, Steve'; 'Wyatt, Andrew D. Telles'; 'Harris Winsberg'; 'Kahane, Jeff D.'
Cc: Uetz, Ann Marie; Lee, Matt; Goroff, David B.; Ridley, Eileen R.; Moore, Mark C.
Subject: In re: RCBO - Debtor's Modified Fourth Amended Plan and Disclosure Statement
Attachments: Debtor Modified Fourth Amended Plan of Reorganization_3-27-2026.pdf; Disclosure Statement for Modified Fourth Amended Plan.pdf; Redline - RCBO - Debtor Modified Fourth Amended Plan of Reorganization - Debtor Fourth Amended Plan.pdf

Counsel –

Attached please find the following documents:

1. The Debtor's *Disclosure Statement in Support of Debtor's Modified Fourth Amended Plan of Reorganization*.
2. The *Debtor's Modified Fourth Amended Plan of Reorganization Dated March 27, 2026* (the "Modified Fourth Amended Plan").
3. Redline comparing the Modified Fourth Amended Plan to the Debtor's Fourth Amended Plan filed on February 20, 206 [Docket No. 2654-2].

The Debtor is currently unable to file the forgoing because the ECF system of the N.D. Cal. Bankruptcy Court is down for maintenance. The Debtor will file a notice of filing attaching these documents as soon as ECF is available.

Best,
-Shane

Shane Moses
Of Counsel

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