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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 REGARDING SUBMISSION OF
LETTER TO SURVIVORS REGARDING
COMMITTEE'S PLAN**

Judge: Hon. William J. Lafferty

1 The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor
2 in possession (the “Debtor” or “RCBO”) in the above-captioned chapter 11 bankruptcy case (the “Chapter
3 11 Case” or the “Bankruptcy Case”), hereby files this notice of submission of its letter to survivors (the
4 “Debtor Letter”) regarding *the Official Committee of Unsecured Creditors’ Plan of Reorganization, Dated*
5 *March 27, 2026* [Docket No. 2752] (as may be modified, the “Committee Plan”) and the *Disclosure*
6 *Statement for the Official Committee of Unsecured Creditors’ Plan of Reorganization, Dated March 27,*
7 *2026* [Docket No. 2753] (the “Committee Disclosure Statement”).

8 The Debtor respectfully submits that the Committee’s Disclosure Statement should not be
9 approved and that the Committee’s Plan should not be confirmed for the reasons outlined in the Debtor’s
10 *Opposition to the Disclosure Statement for the Official Committee of Unsecured Creditors’ Plan of*
11 *Reorganization Dated March 27, 2026* [Docket No. 2796]. However, should the Court approve the
12 Committee Disclosure Statement and permit the Committee to solicit votes on its Plan (which the Debtor
13 contends it should not), the Debtor requests that the Debtor Letter, attached hereto as **Exhibit A**, be
14 included alongside it. The Debtor reserves the right to amend and/or supplement the Debtor Letter should
15 the Committee do similarly with respect to the Committee Disclosure Statement.

16 DATED: April 7, 2026

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28 NOTICE OF SUBMISSION OF LETTER TO SURVIVORS REGARDING COMMITTEE’S PLAN

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EXHIBIT A

THE ROMAN CATHOLIC BISHOP OF OAKLAND

The Debtor Recommends Sexual Abuse Survivors

(I) Vote to **Accept (Vote For)** the **Debtor Plan**.

and

(II) Vote to **Reject (Vote Against)** the **Committee Plan**.

The Roman Catholic Bishop of Oakland (referred to as the “**Debtor**”), the debtor-in-possession in the chapter 11 bankruptcy case captioned *In re The Roman Catholic Bishop of Oakland*, Case No. 23-40523 in the Northern District of California, filed the *Modified Fourth Amended Plan of Reorganization Dated March 27, 2026* [Docket No. 2758] (referred to as the “**Debtor Plan**”). The Debtor Plan is described in detail in the *Disclosure Statement in Support of Debtor’s Modified Fourth Amended Plan of Reorganization* [Docket No. 2759] (referred to as the “**Debtor Disclosure Statement**”).

The Official Committee of Unsecured Creditors (referred to as the “**Committee**”) filed its *Plan of Reorganization, Dated March 27, 2026* [Docket No. 2752] (referred to as the “**Committee Plan**”). The Committee Plan is supported by the the *Disclosure Statement for the Official Committee of Unsecured Creditors’ Plan of Reorganization Dated March 27, 2026* [Docket No. 2753] (referred to as the “**Committee Disclosure Statement**”).

All survivors in this bankruptcy may vote on either of the Debtor Plan or the Committee Plan. You will receive copies of both Plans and both Disclosure Statements.

The Debtor strongly recommends that you vote to ACCEPT the Debtor Plan and REJECT the Committee Plan. You will receive a ballot from your counsel giving you these options.

The Debtor firmly believes:

1. The Committee’s Plan cannot and will not be confirmed by the Bankruptcy Court.
2. The Debtor Plan offers the best path forward for sexual abuse survivors, providing meaningful, certain, and timely compensation.
3. If the Debtor Plan is not confirmed, this bankruptcy case will likely be dismissed, forcing survivors to pursue their claims individually in state court—a process that could take years and yield uncertain results.

Please review the accompanying letter from the Debtor to learn more about why the Debtor concludes the Committee Plan should not be supported by Survivors, but the Debtor Plan should.

or

contact the Debtor's legal counsel with any questions about the Debtor's recommendation at:

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All documents in the Debtor's chapter 11 case are available at the Debtor's informational website: <https://veritaglobal.net/rcbo> or upon request to Debtor's counsel.

From **THE ROMAN CATHOLIC BISHOP OF OAKLAND**

April [●], 2026

Dear Abuse Claimants:

The Roman Catholic Bishop of Oakland (the “**Debtor**”) is writing to you because you deserve straightforward, honest information before you cast your vote on the Debtor Plan and Committee Plan. Enclosed with this letter is the Committee Disclosure Statement for the Committee Plan.

The Debtor urges you in the strongest possible terms to vote FOR the Debtor Plan and AGAINST the Committee Plan.

This letter summarizes the important problems with the Committee Plan and the Committee Disclosure Statement and explains why the Debtor believes the Debtor Plan offers a better, more certain path to compensation for you and all Abuse Claimants. The Debtor previously filed its *Opposition to the Disclosure Statement for the Official Committee of Unsecured Creditors’ Plan of Reorganization dated March 27, 2026* [Docket No. 2796] (the “**Debtor Opposition**”), which sets forth in detail why the Committee Plan cannot, should not, and must not be confirmed, and why the Committee Disclosure Statement should not be approved. It is available here and upon request to Debtor’s counsel.

In short, the Debtor opposes the Committee Plan because:

- **It cannot make its required payments.** The Committee Plan requires payment of approximately \$53.5 million on the Effective Date that the Debtor does not have and is not projected to have when the payments come due.
- **It depends on entities that have refused to participate and cannot be required to participate.** The Committee Plan relies on contributions from each of RCWC, Adventus, and RCC. All three of these entities have refused to make the contributions the Committee Plan calls for them to make, and cannot be forced to do so.
- **It offers no explanation of “how” or “why”.** The Committee has provided no financial projections, no valuation methodology, and no explanation for how the Debtor is supposed to fund \$195.2 million in contributions by September 5, 2029, or how the Committee settled upon that number as being appropriate.
- **It mischaracterizes key facts.** The Committee Disclosure Statement contains misrepresentations about the Debtor’s public statements, payment timing, and projected distributions. This appears designed to obscure the fact that the Debtor’s Plan offers certainty of significant payments to creditors, whereas the Committee’s Plan offers no certainty, but instead depends on the Debtor paying money it does not have and contributions by non-debtor entities who cannot be required to, and will not, contribute.
- **It may prevent you from having your day in court.** Unlike the Debtor Plan, which allows *all* survivors who want to pursue claims against the Debtor’s insurance companies to do so, the Committee Plan requires survivors to first get authorization from a Trustee to pursue their state-court cases—meaning some claimants may never get to litigate.
- **Dismissal is not a better alternative.** The Committee’s suggestion that dismissal is preferable to the Debtor Plan would leave hundreds of claimants in a race to the courthouse with no guarantee of recovery.

Each of these concerns is discussed in detail below.

What the Debtor Plan Offers You

The Debtor Plan will pay a minimum of **\$180 million in certain contributions** from RCBO and the Roman Catholic Welfare Corporation (“RCWC”) over a 3.5-year period, including **\$40 million on the Effective Date**.¹ Unlike the Committee Plan, these are not aspirational targets or hypothetical projections. They are committed amounts, backed by binding agreements with the entities responsible for making them.

You are Assured of Funding on Day One. The Debtor Plan includes \$40 million available on the Effective Date, funded through a negotiated \$55 million exit facility from RCC.² This exit facility rolls over the projected \$15 million debtor-in-possession financing and provides the additional funds needed to make the initial contribution to the Survivors’ Trust. The Debtor Plan also reamortizes the approximately \$25.7 million prepetition secured claim owed to RCC so it can be serviced over time rather than requiring immediate payment.

Payment To You Is Assured From Entities That Have Agreed to Participate. Every entity whose cooperation is needed under the Debtor Plan has agreed to participate.³ RCWC has committed to making contributions alongside RCBO. RCC has agreed to provide the exit facility and to reamortize its prepetition secured claim. Adventus has agreed to contribute the net proceeds from the sale of the Livermore Property. These are not assumptions or hopes—they are agreements already in place.

You Will Receive Contributions Over Time. Beyond the initial \$40 million, the Debtor Plan provides for additional contributions totaling \$140 million over approximately 3.5 years. The Debtor filed a Disclosure Statement that explains how it will meet these funding obligations, including through meaningful cuts to its operations, the closure and sale of full-site Churches, and the liquidation of significant real estate.⁴ The Debtor has accepted these sacrifices because it believes compensating Survivors is the right thing to do.

Your Right to Go to Court Is Preserved. Every survivor who elects the Litigation Option under the Debtor Plan may proceed with their state-court case to pursue additional individual recoveries from Insurers. There are no exceptions to this maxim in the Debtor Plan and no gatekeeping by a Trustee.⁵ You do not need anyone’s permission. You do not need to be selected or prioritized. If you choose the Litigation Option, you may go forward.

¹ Debtor Plan § 9.3; Debtor Disclosure Statement at 7-9.

² Debtor Disclosure Statement at 2-3, 7.

³ See *Statement of the Roman Catholic Welfare Corporation of Oakland, the Roman Catholic Cemeteries of Oakland, and Adventus in Support of the Debtor’s Fourth Amended Plan of Reorganization* [Docket No. 2708] (the “RCWC Statement”) at 7.

⁴ Debtor Disclosure Statement at 7-9.

⁵ Debtor Plan § 8.2.

In short, the Debtor Plan offers a clear, defined, and funded path to getting money into the Survivors' Trust and into your hands. It is the product of extensive negotiation, court-supervised disclosure, and binding commitments from every entity involved.

How the Debtor Plan Compares to Other Cases

The Debtor Disclosure Statement includes a chart comparing the contributions in the Debtor Plan to similar diocesan or religious order bankruptcy cases. Rather than reproduce it in its entirety, certain information from the cases with plans of reorganization confirmed in the last 2 years are set forth below:

<u>Case Name/No.</u>	<u>Date Plan confirmed</u>	<u>No. of survivor claims</u>	<u>Average per-claim recovery from Debtor/NDCE</u>	<u>Average per-survivor claim recovery from insurance</u>	<u>Average per-survivor claim recovery, total</u>
<i>In re The Diocese of Camden, New Jersey, 20-21257 (Bankr. D.N.J.)</i>	3/14/2024	324	\$270,062	\$285,494	\$555,556
<i>In re The Roman Catholic Diocese of Rockville Centre, New York, 20-12345 (Bankr. S.D.N.Y.)</i>	12/4/2024	565	\$415,584	\$151,372	\$566,956
<i>In re The Roman Catholic Diocese of Syracuse, New York, 20-30663 (Bankr. N.D.N.Y.)</i>	9/26/2025	374	\$267,380	unknown (insurance assignment)	unknown (insurance assignment)
<i>In re The Diocese of Rochester, 19-20905 (Bankr. W.D.N.Y.)</i>	9/5/2025	471	\$116,773	\$406,263	\$523,036
<i>In re The Roman Catholic Church of the Archdiocese of New Orleans, 20-10846 (Bankr. E.D. La.)</i>	12/8/2025	660	\$295,132	unknown (\$44,356 plus insurance assignment)	unknown (\$339,488 plus insurance assignment)
<i>In re Franciscan Frairs of California, Inc., 23-41723 (Bankr. N.D. Cal.)</i>	TBD	99	\$202,020	unknown (insurance assignment)	unknown (insurance assignment)
In re The Roman Catholic Bishop of Oakland, 23-40523 (Bankr. N.D. Cal.)	TBD (scheduling order to be entered)	345	\$521,739	unknown (insurance assignment)	unknown (insurance assignment)

Notwithstanding the foregoing, the Committee asserts that the Debtor Plan is insufficient, asking you to vote in favor of the Committee Plan instead.

How the Two Plans Compare

	Debtor Plan	Committee Plan
Total Contributions	<u>\$180 million</u> , committed and agreed to by RCBO and RCWC.	\$195.2 million, demanded from the Debtor with no explanation of “how” or “why.” ⁶
Money Available on Day One	<u>\$40 million</u> , funded through a negotiated exit facility.	\$53.5 million required, but the Debtor <u>does not</u> have these funds and is not projected to. ⁷
Entities Cooperating?	<u>Yes</u> . RCBO, RCWC, RCC, and Adventus have all agreed to participate.	<u>No</u> . — RCWC, RCC, and Adventus all refuse to participate. ⁸
Your Right to Go to Court	<u>Every</u> claimant who chooses the Litigation Option may proceed — no exceptions.	A Trustee decides whether you are allowed to proceed. <u>Some claimants may never get to litigate.</u> ⁹
Financial Plan Provided?	<u>Yes</u> . The Debtor has explained how it will fund its contributions.	<u>No</u> . The Committee has filed no financial projections and no funding analysis. ¹⁰

Why the Committee Plan Cannot Deliver What It Promises

The Committee Plan asks for significantly more money from the Debtor—\$195.2 million—but the Committee has never explained where that number comes from, how the Debtor is supposed to pay it, or why that amount is fair or achievable. The Committee has provided no valuation analysis, no methodology, and no financial projections to support its proposal. The Bankruptcy Court has directed the Committee to explain both the “how” and the “why” of its Plan, and the Committee has failed to do so.¹¹

Below are the principal problems with the Committee Plan.

⁶ Committee Plan § 9.3.1.

⁷ Committee Plan § 9.3.1.

⁸ See Committee Plan §§ 9.3.2–9.3.4; Docket No. 2801 (“The Non-Debtor Catholic Entities explicitly reject the Committee’s Plan and correspondingly any insinuation in the Committee’s Disclosure Statement that the Non-Debtor Catholic Entities will support and/or contribute to their Plan, even on a voluntary basis.”).

⁹ Committee Plan § 9.8 (requiring Survivors’ Trustee authorization before Litigation Option claimants may proceed with state-court cases).

¹⁰ The Committee Disclosure Statement concedes that financial projections have not been filed and will be provided only after the Debtor files its own, meaning those projections do not currently exist. *Id* at 24, n.3.

¹¹ Transcript of Proceedings dated December 18, 2024 at 30:15–19; Transcript of Proceedings dated March 13, 2026 at 20:41–21:10.

1. The Committee Plan Cannot Make Its Required Payments on Day One.

The Committee Plan requires payments by the Debtor on the Effective Date totaling approximately **\$53.5 million**, including:

- An Initial Debtor Contribution to the Survivors' Trust of **\$33.1 million**;¹²
- Repayment of a projected **\$15 million** debtor-in-possession financing facility;¹³
- Satisfaction of outstanding amounts owed on account of a prepetition secured claim of approximately **\$4 million**;¹⁴ and
- Payments to general unsecured creditors totaling approximately **\$1.4 million**.¹⁵

The Debtor does not have \$53.5 million in available funds to make these payments, nor is it projected to have them on the Effective Date without financing from RCC, which the Committee Plan does not allow the Debtor to obtain. Critically, the \$33.1 million Initial Debtor Contribution depends on assets the Debtor has asserted are restricted and unavailable to pay creditors. This is a legal dispute all parties agree cannot be resolved before confirmation.¹⁶ This means the very first payment under the Committee Plan cannot be made as proposed, calling into question the entire structure of the Plan.

By contrast, the Debtor Plan solves these issues through a negotiated financing agreement with RCC and reamortization of existing debt, with the support of the entities involved.¹⁷

2. The Committee Plan Relies on Entities That Have Refused to Participate.

Later contributions under the Committee Plan depend on the cooperation of entities that have expressly declined to participate.¹⁸

- **RCWC** has refused to participate in the Committee Plan, yet the Committee Plan includes an “optional” contribution from RCWC of \$118.9 million. This inflates the total cash to be contributed in the Committee Plan and creates a misleading picture of what claimants may actually receive.¹⁹
- **Adventus**, the owner of the Livermore Property, has agreed to contribute the net proceeds from its sale of real estate to the Debtor Plan but has no similar agreement with the Committee.²⁰ Despite this, the Committee Plan assumes access to those proceeds.
- **The Roman Catholic Cemeteries of the Diocese of Oakland (“RCC”)** has also refused to cooperate with the Committee Plan, yet the Committee Plan requires

¹² Committee Plan § 9.3.1.

¹³ Committee Plan § 9.3.1.

¹⁴ Committee Plan §§ 4.1, 9.3.1.

¹⁵ Committee Plan §§ 4.3.2, 9.3.1.

¹⁶ See Transcript of Proceedings dated March 20, 2026 at 27:10–24 (Court acknowledging restricted assets dispute cannot be resolved prior to confirmation).

¹⁷ See Debtor Disclosure Statement at 7; Debtor Plan § 4.1.

¹⁸ See Committee Plan §§ 9.3.2–9.3.4.

¹⁹ Committee Plan § 9.3.2; Committee Disclosure Statement at 4.

²⁰ See Committee Plan § 9.3.4; cf. Debtor Plan § 9.3 (reflecting Adventus’s agreement to contribute Livermore Property proceeds under the Debtor Plan).

both repayment of a DIP facility from RCC and satisfaction of RCC's prepetition secured claim on the Effective Date.²¹

A plan that depends on contributions from parties who have affirmatively refused to contribute and cannot be compelled to contribute is not a plan you should rely on.

3. The Committee Plan Does Not Explain How or Why It Will Work.

The Bankruptcy Court has made clear a plan proponent must explain “why they’re doing what they’re doing, what you’re going to get, and why that’s fair and legally supportable.”²² The Committee has not done this.

- It has not explained **why** \$195.2 million is the right number.
- It has not explained **how** the Debtor is supposed to fund that amount.
- It has not filed **financial projections** demonstrating the Debtor can make the proposed payments.
- It applies a present-value discount to the Debtor Plan's contributions to make them appear smaller, but does not apply the same discount to its own Plan's contributions, distorting the Committee's comparison between the two Plans.²³

4. The Committee Plan Mischaracterizes Key Facts.

The Committee Disclosure Statement contains several misrepresentations:

- **Parish Closures:** The Committee claims the Debtor had a “prepetition plan to close 30 or so parishes.”²⁴ This is not true. What Bishop Barber actually said was that the Debtor might need to “structure down” through “clustering, merging, and even closing some parishes.” This is not the same thing as a plan to “close” 30 churches.²⁵ The Committee has been told this statement is false, knows it is false, yet continues to repeat it.
- **Payment Timing:** The Committee suggests its Plan will get Survivors money faster than the Debtor Plan. But the Committee Plan has the same timing issue it criticizes: no contributions occur until after the Effective Date, and each side is likely to appeal an adverse decision, delaying each Plan's Effective Date.²⁶
- **Total Distributions:** The Committee's comparison charts include the \$118.9 million RCWC contribution, again suggesting claimants could receive substantially

²¹ Committee Plan §§ 4.1, 4.3.

²² Transcript of Proceedings dated December 18, 2024 at 30:15–19; Transcript of Proceedings dated March 13, 2026 at 20:41–21:10.

²³ Committee Disclosure Statement at 4, 17, 24 (comparison charts include RCWC's \$118.9 million “optional” contribution and apply present-value discount only to Debtor Plan contributions).

²⁴ Committee Disclosure Statement at 17:12–15, 24:17–20.

²⁵ See Docket No. 1852 at 4 (Bishop Barber stating Diocese may need to “structure down from 81 parishes that what we have now to 50 plus parishes” through “clustering, merging, and even closing some parishes”).

²⁶ Committee Disclosure Statement at 4; Committee Plan § 12.1 (requiring entry of a final, nonappealable confirmation order as a condition to the Effective Date).

more under the Committee Plan, despite RCWC’s refusal to participate.²⁷ These projections are misleading.

5. The Committee Plan’s Litigation Option May Prevent You from Having Your Day in Court.

Under the Debtor Plan, every claimant who elects the Litigation Option may proceed with their state-court case against Insurers.²⁸ Under the Committee Plan, however, the Survivors’ Trustee must first **authorize** which claimants may proceed.²⁹ This means that if you elect the Litigation Option under the Committee Plan, there is no guarantee you will ever be permitted to pursue your claim. Some claimants may never get to litigate at all and may never be told why. This is a critical difference between the two Plans that the Committee Disclosure Statement does not adequately explain.

6. Dismissal Is Not a Better Outcome for You.

The Committee Disclosure Statement suggests dismissal of this bankruptcy case would be preferable to confirmation of the Debtor Plan.³⁰ Think carefully about what that means. Dismissal will send over three hundred Abuse Claimants back into the state-court system, where those at the front of the line would recover more from the Debtor’s limited resources—including insurance—than those at the back of the line. There is currently only one case brought against the Debtor by an Abuse Claimant scheduled to proceed to trial in 2026, and only five scheduled to proceed to trial in 2027. At this pace, claimants at the back of the line could wait years and years just for their day in court, let alone a financial recovery. The Debtor Plan, by contrast, provides a mechanism for all claimants to recover from the Survivors’ Trust and to pursue insurance through the Litigation Option.

The Bottom Line

The Debtor Plan offers you **certainty**: \$180 million in committed contributions, \$40 million available on the Effective Date, funded through negotiated arrangements with cooperating entities, and a Litigation Option that allows every claimant to pursue their state-court case if they choose.

The Committee Plan offers you **uncertainty**: \$195.2 million in demanded contributions with no explanation of how or why, reliant on funds the Debtor does not have, dependent on entities that have refused to participate, and a Litigation Option that may prevent you from ever having your day in court.

The Debtor respectfully asks that you protect your interests by voting **FOR** the Debtor Plan and **AGAINST** the Committee Plan.

²⁷ Committee Disclosure Statement at 4, 17, 24 (comparison charts include RCWC’s \$118.9 million “optional” contribution and apply present-value discount only to Debtor Plan contributions).

²⁸ Debtor Plan § 5.3.4.

²⁹ Committee Plan § 5.3.4 (requiring Survivors’ Trustee authorization before Litigation Option claimants may proceed with state-court cases).

³⁰ Committee Disclosure Statement at 30 (Committee stating that “dismissal is a preferable alternative to confirmation of the [Debtor Plan]” because it would be “a more fair and equitable option than cram down”).

Respectfully,

THE ROMAN CATHOLIC BISHOP OF
OAKLAND

By its attorneys,

FOLEY & LARDNER LLP

If you have any questions about this letter, the Debtor Plan, the Disclosure Statements, the Committee Plan, or the voting procedures, please contact Foley & Lardner LLP by emailing Mark C. Moore at mmoore@foley.com.