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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

In re: THE ROMAN CATHOLIC BISHOP OF OAKLAND, Debtor.	Case No. 23-40523 WJL Chapter 11 RFS No. RGH-13 Date: December 2, 2026 Time: 9:30AM Location: 1300 Clay Street, Courtroom 220 Oakland, CA 94612/ via Tele/Videoconference Judge: Honorable William J. Lafferty, III

MOTION FOR RELIEF FROM AUTOMATIC STAY

TO HONORABLE WILLIAM J. LAFFERTY, III, THE ROMAN CATHOLIC BISHOP OF OAKLAND, THE OFFICE OF THE UNITED STATES TRUSTEE, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND THEIR COUNSEL OF RECORD:

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Creditor Salesian Society (the "Movant")[1] hereby moves for relief from the automatic stay for cause pursuant to 11 U.S.C. § 362(d) and B.L.R. 4001-1(a) in *In re Northern California Clergy Cases*, Case No. JCCP 5108 (Alameda Super. Ct. 2020) ("JCCP 5108") for the Movant to seek determination of good faith of the settlement between the Movant and Joe Doe E.P.M. (the "Plaintiff") pursuant to California Code of Civil Procedure § 877.6. Relief from stay is needed because the Debtor's and the Movant's mutual claims for indemnity, contribution, and reimbursement arising from the Plaintiff's claim would be barred following a determination of good faith settlement. The benefit to the estate is as follows: while Plaintiff will retain its right to seek a distribution on its filed Proof of Claim, under Cal. Civ. Proc. Code § 877(a), the settlement payment will reduce the total amount of the Plaintiff's claim against the Debtor. Moreover, the Movant will amend its Proof of Claim once the good faith settlement is approved to waive any amount asserted therein associated with this settlement.

The Movant respectfully represents as follows in support of this Motion:

BACKGROUND

1. On October 13, 2019, California enacted Assembly Bill 218 ("AB 218"), which permitted individuals to file otherwise time-barred suits for childhood sexual abuse during a "look-back" window from January 1, 2020 through December 31, 2022.

2. Due to the high volume of childhood sexual abuse cases filed pursuant to AB 218, in 2020, the California Supreme Court created three Judicial Council Coordination Proceedings (JCCPs") to consolidate the cases under three superior court judges. JCCP 5108 consolidated several sexual abuse cases filed in the Northern District of California (the "Northern California Clergy Cases") in the California Superior Court for Alameda County.

3. On October 25, 2022, John Doe E.P.M. (the "Plaintiff") filed their complaint (the "Complaint") in the civil matter entitled *John Doe E.P.M. v. Doe 1 Diocese, Doe 2 Religious Order, et al.*, Case No. 22CV020527 (Cal. Super. Ct. Alameda Cnty. 2022) (the "Civil Case").

[1] The Movant includes Salesian Society on behalf of itself and its provincials, officers, agents, shareholders, directors, current and/or former employees, affiliated entities (excluding the Roman Catholic Bishop of Oakland), predecessors, successors, assigns, administrators, insurers (including, but not limited to, all primary insurers, excess insurers, and re-insurers).

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The Complaint contains allegations of childhood sexual abuse that occurred while the Plaintiff was a minor. The Civil Case is included in JCCP 5108.

4. On May 8, 2023, The Roman Catholic Bishop of Oakland (the "Debtor") commenced the above-captioned bankruptcy case when the Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

5. On September 3, 2026, the Movant and the Plaintiff executed a settlement agreement (the "Settlement") releasing and discharging liability and dismissing the Complaint as to the Movant.

6. Pursuant to the terms of the Settlement, the Movant has agreed, in good faith, to pay One-Hundred Thousand Dollars and Zero Cents ($100,000.00) to resolve the Plaintiff's claim against the Movant. In exchange, the Plaintiff has agreed to release, acquit, and forever discharge the Movant and the defined released parties of and from any and all claims, actions, causes of action, grievances, complaints, demands, rights, damages, costs, liens of any kind whatsoever, loss of service, expenses, and compensation of any nature whatsoever, which were asserted or could have been asserted pursuant to law, statute, regulation, or common law, whether in tort, contract, equity, or otherwise, whether State or Federal, whether known or unknown, foreseen or unforeseen, and the consequences thereof arising out of and/or resulting from, directly or indirectly, the events giving rise to the Complaint or otherwise arise from actual or alleged conduct constituting "childhood sexual abuse."

7. The Settlement provides that the Plaintiff releases only the Movant and the defined released parties with respect to the released claims. The Settlement expressly does not release the Debtor. However, under Cal. Civ. Proc. Code § 877(a), a good-faith determination "shall reduce the claims against" the non-settling defendant Debtor "in the amount stipulated by" the Settlement.

8. The Movant and the Plaintiff reached the Settlement through mediation and subsequent arms-length negotiations among represented parties. The Settlement was partially motivated by the limited insurance held by the Movant to sufficiently cover Plaintiff's claim.

9. The Movant intends to file its motion (the "GFS Motion") under Cal. Civ. Proc. Code

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§ 877.6 to seek a good faith determination of the Settlement from the Alameda County Superior Court in JCCP 5108. A copy of the proposed GFS Motion and associated pleadings is attached as **Exhibit A** to the *Declaration of Leila Nourani in Support of Motion for Relief from Automatic Stay* (the "Nourani Declaration"), filed herewith.

10. The Settlement falls within the "good faith ballpark" contemplated by *Tech-Bilt, Inc. v. Woodward-Clyde & Associates*, 38 Cal.3d 488 (1865). The Settlement reflects a fair and reasonable compromise of disputed claims, reached out to avoid the expense, uncertainty, and burden of continued litigation. The Settlement was not the product of collusion, fraud, or tortious conduct aimed at injuring any non-settling party.

11. Pursuant to Cal. Civ. Proc. Code § 877.6(c), upon entry of a good-faith settlement determination by the Alameda County Superior Court, all actual or potential claims against the Movant for equitable indemnity, comparative indemnity, partial indemnity, contribution, apportionment of fault, or declaratory relief by any joint tortfeasor, co-obligor, non-settling defendant, or other party will be barred.

12. Upon entry of a final order from the Alameda County Superior Court granting the GFS Motion, the Movant shall waive and release its claims against the Debtor, the bankruptcy estate, and against any other person or entity affiliated with or related to the Debtor relating to the Plaintiff's claims, for indemnification, contribution, and reimbursement that have been or could be asserted.

13. The Movant shall cooperate fully, reasonably, and in good faith, and shall execute and deliver any and all additional papers, documents, forms, releases, or instruments, and shall take all such further actions as may be reasonably necessary, appropriate, or convenient to give full force and effect to the terms, intents, and purposes of an order granting relief sought in this Motion, including in connection with any chapter 11 plan, withdrawal or amendment of any claim or consent to releases or treatment in a chapter 11 plan in this bankruptcy case. In any event, upon entry of a final order from the Alameda County Superior Court approving the Settlement, the Movant shall amend its filed Proof of Claim to reflect the mutual waiver of indemnity, contribution, and reimbursement arising from the Plaintiff's claim.

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LEGAL ARGUMENT

Relief from Stay is Necessary to Obtain a Good Faith Settlement Determination

14. An order granting relief from stay for the Movant and the Plaintiff to seek a good faith determination of the Settlement is necessary.

15. The automatic stay precludes district courts "from taking any action that may detrimentally affect" the debtor's rights. *Zimmer v. Nawabi*, 2008 U.S. Dist. LEXIS 20855 (E.D. Cal. 2008) (citing *Dean v. TWA*, 72 F.3d 754, 756 (9th Cir. 1995). In *Zimmer*, the non-debtor co-defendant moved for a determination under Cal. Civ. Proc. Code § 877.6(c) from the Eastern District Court of California that her proposed settlement with the plaintiff was made in good faith. *Id*. at 2. Approval of the proposed settlement by the district court would have precluded the debtor co-defendant from seeking contribution from the non-debtor co-defendant. *Id*. The district court determined that, unless relief from the automatic stay was granted by the bankruptcy court, the district court could not make a good faith determination of the proposed settlement because the preclusion of the debtor's right to seek contribution against the non-debtor co-defendant would be detrimental to the debtor's rights. *Id*. at 2-3. Thus, the automatic stay precludes a good faith determination under Cal. Civ. Proc. Code § 877.6(c) of a settlement that releases liability of non-debtor co-defendants but not the debtor. *Id*.

16. Here, the Movant intends to file a motion under Cal. Civ. Proc. Code § 877.6 in the Alameda County Superior Court for approval of the Settlement. Like in *Zimmer*, the Settlement seeks to release and discharge liability and dismiss the Complaint as to the Movant. Also like in *Zimmer*, the Settlement does not intend to release and discharge liability and dismiss the complaints as to the Debtor. Upon the good faith determination by the Alameda County Superior Court, the Debtor, as well as any other party, including insurers, would lose its right to seek contribution from the Movant. Therefore, the Alameda County Superior Court cannot order the good faith determination of the Settlement without an order granting relief from the automatic stay from bankruptcy court.

Cause Exists to Grant Relief from Stay to Seek a Good Faith Settlement Determination

17. Under 11 U.S.C. § 362(d)(1), the bankruptcy court shall grant relief from the

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automatic stay "for cause." "Cause" is not defined within the Bankruptcy Code. *In re Tucson Estates, Inc*., 912 F.2d 1162 (9th Cir. 1990). Whether cause exists to grant relief from the automatic stay is determined on a case-by-case basis. *Id*.

18. In determining whether "cause" exists to grant relief from the automatic stay, courts in the Ninth Circuit have examined the factors set forth in *In re Curtis*, 40 B.R. 795, 799-800 (Bankr. D. Utah 1984). *See In re Kronemyer*, 405 B.R. 915 (9th Cir. BAP 2009); *In re Plumberex Specialty Products, Inc.*, 311 B.R. 551, 559-60 (Bankr. C.D. Cal. 2004). These factors are:

(1) Whether the relief will result in a partial or complete resolution of the issues;

(2) The lack of any connection with or interference with the bankruptcy case;

(3) Whether the foreign proceeding involves the debtor as a fiduciary;

(4) Whether a specialized tribunal has been established to hear the particular cause of action and that tribunal has the expertise to hear such cases;

(5) Whether the debtor's insurance carrier has assumed full financial responsibility for defending the litigation;

(6) Whether the action essentially involves third parties, and the debtor functions only as a bailee or conduit for the goods or proceeds in question;

(7) Whether litigation in another forum would prejudice the interests of other creditors, the creditors' committee, and other interested parties;

(8) Whether the judgment claim arising from the foreign action is subject to equitable subordination under Section 510(c);

(9) Whether the movant's success in the foreign proceeding would result in a judicial lien avoidable by the debtor under Section 522(f);

(10) The interest of judicial economy and the expeditious and economical determination of litigation for the parties;

(11) Whether the foreign proceedings have progressed to the point where the parties are prepared for trial; and

(12) The impact of the stay on the parties and the "balance of hurt."

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In re Curtis, 40 B.R. 795, 799-800 (Bankr. D. Utah 1984). While the *Curtis* factors are used to determine the existence of "cause," not all of the factors are relevant in every case nor is a court required to give each factor equal weight. *Plumberex*, 311 B.R. at 560.

Factor 1: Whether the Relief Will Result in a Partial or Complete Resolution of the Issues

19. Here, the Settlement has already been negotiated and executed between the Movant and the Plaintiff. The Settlement, including the release to the Movant and the distribution to the Plaintiff, shall become binding once the Alameda County Superior Court issues its order determining good faith of the Settlement.

Factor 2: The Lack of Any Connection with or Interference with the Bankruptcy Case

20. Here, approval of the Settlement will not interfere with administration of the bankruptcy case. The Debtor will only lose any right to seek contribution from the Movant. However, the Movant will also waive and release any claims for indemnity, contribution, and reimbursement against the Debtor, as described above, and amend any filed claims accordingly. And although the Plaintiff will still maintain whatever claims the Plaintiff holds against the Debtor directly, the Debtor shall be entitled to a reduction of the Plaintiff's claim by the settlement amount pursuant to Cal. Civ. Proc. Code § 877(a).

Factor 3: Whether the Foreign Proceeding Involves the Debtor as a Fiduciary

21. This factor is inapplicable as the Debtor is not even a party to the Settlement.

Factor 4: Whether a Specialized Tribunal has been Established to Hear the Particular Cause of Action and That Tribunal Has the Expertise to Hear Such Cases

22. Here, JCCP 5108 was specifically designated to hear the Northern California Clergy Cases, specifically including the Civil Case.

Factor 5: Whether the Debtor's Insurance Carrier has Assumed Full Financial Responsibility for Defending the Litigation

23. This factor is inapplicable because the Settlement is between the Movant and the Plaintiff.

Factor 6: Whether the Action Essentially Involves Third Parties, and the Debtor Functions Only as a Bailee or Conduit for the Goods or Proceeds in Question

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24. This factor is inapplicable because although the Settlement does not include the Debtor as a party, the Movant is funding the Settlement without funds from the Debtor.

Factor 7: Whether Litigation in Another Forum Would Prejudice the Interests of Other Creditors, the Creditors' Committee, and Other Interested Parties

25. Here, litigation in another forum would not prejudice the interests of other creditors because the Settlement only involves the Movant and the Plaintiff as parties. The Settlement has already been executed, and the GFS Motion is prepared to be filed promptly after the order granting relief from stay is entered. Following entry of an order determining good-faith settlement, the overall claims against the bankruptcy estate would be reduced as the Movant shall release its claims against the Debtor arising from the Plaintiff's claim.

Factor 8: Whether the Judgment Claim Arising from the Foreign Action is Subject to Equitable Subordination under Section 510(c)

26. This factor is inapplicable.

Factor 9: Whether the Movant's Success in the Foreign Proceeding Would Result in a Judicial Lien Avoidable by the Debtor Under Section 522(f)

27. This factor is inapplicable.

Factor 10: The Interest of Judicial Economy and the Expeditious and Economical Determination of Litigation for the Parties

28. Here, approval of the Settlement is in the best interest of the Movant and the Plaintiff because it resolves the issue of liability between the parties without continued litigation and associated costs.

Factor 11: Whether the Foreign Proceedings Have Progressed to the Point Where the Parties are Prepared for Trial.

29. This factor is inapplicable as to approval of the Settlement.

Factor 12: The Impact of the Stay on the Parties and the "Balance of Hurt."

30. Here, the automatic stay prevents the Movant and the Plaintiff from obtaining approval of the Settlement. As discussed above, once approved, the Settlement shall discharge the Movant's liability on the Plaintiffs' claim in exchange for the Movant's distribution of One-

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Hundred Thousand Dollars and Zero Cents ($100,000.00). The Settlement does not require any payment from the Debtor, and the Plaintiff would maintain any claims against the Debtor, and the Debtor's contribution claims against the Movant would be lost pursuant to Cal. Civ. Proc. Code § 877.6. However, upon entry of a final order granting the GFS Motion, the Movant shall voluntarily waive and release the Movant's claims for contribution, indemnification, and reimbursement against the Debtor arising from the Plaintiff's claims, and under Cal. Civ. Proc. Code § 877, the Debtor shall be entitled to a reduction of its liability on the Plaintiff's claim by the amount of the Settlement. Ultimately, the benefit of providing abuse survivors with a distribution outweighs any harm against the Debtor.

PRAYER FOR RELIEF

WHEREFORE, the Movant prays to the Court for entry of an order:

1. Granting this Motion;

2. Authorizing the Movant to seek a good faith determination of the Settlement between the Movant and the Plaintiff;

3. Authorizing the Superior Court of Alameda County in JCCP 5108 to grant an order determining good faith and approving the Settlement;

4. Authorizing the Plaintiff to file a dismissal of the Civil Action against the Movant with prejudice; and

5. For such other and further relief as the Court deems just and proper.

Dated: November 18, 2026

BINDER MALTER HARRIS & ROME-BANKS LLP

By /s/ Robert G. Harris
Robert G. Harris
Attorneys for Salesian Society

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UNITED STATES BANKRUPTCY COURT
Northern District of California

In re: THE ROMAN CATHOLIC BISHOP OF OAKLAND, Debtor(s).	Bankruptcy No.: 23-40523-WJL R.S. No.: RGH-13 Hearing Date: 12-02-2026 Time: 9:30AM

Relief From Stay Cover Sheet

Instructions: Complete caption and Section A for all motions. Complete Section B for mobile homes, motor vehicles, and personal property. Complete Section C for real property. Utilize Section C as necessary. If moving party is not a secured creditor, briefly summarize the nature of the motion in Section D.

(A) Date Petition Filed: 05-08-2023 Chapter: 11
Prior hearings on this obligation: none Last Day to File §523/§727 Complaints: not applicable

(B) Description of personal property collateral (e.g. 1983 Ford Taurus):

Secured Creditor [ ] or lessor [ ]
Fair market value: $_____ Source of value: _____
Contract Balance: $_____ Pre-Petition Default: $ _____
Monthly Payment: $_____ No. of months: _____
Insurance Advance: $_____ Post-Petition Default: $_____
No. of months: _____

(C) Description of real property collateral (e.g. Single family residence, Oakland, CA):

Fair market value: $ n/a Source of value:_____ If appraisal, date: _____

Moving Party's position (first trust deed, second, abstract, etc.):

Approx. Bal. _____ Pre-Petition Default: $
As of (date): _____ No. of months:
Mo. payment: _____ Post-Petition Default:
Three Day Notice (date): none No. of months:
Unlawful Detainer Complaint (date): none

Specify name and status of other liens and encumbrances, if known (e.g. trust deeds, tax liens, etc.): n/a

Position	Amount	Mo. Payment	Defaults
1st Trust Deed:_____	$	$	$
2nd Trust Deed: _____	$	$	$
(Total)	$	$	$

Other pertinent information: Salesian Society (the "Movant") seeks relief from stay for cause in *In re Northern California Clergy Cases*, Case No. JCCP 5108 (Alameda Super. Ct. 2020) ("JCCP 5108") for the Movant to seek determination of good faith for the settlement between the Movant and John Doe E.P.M. ("Plaintiff") pursuant to California Code of Civil Procedure § 877.6. Relief from stay is needed because the Debtor's and the Movant's mutual claims for indemnity, contribution, and reimbursement arising from the Plaintiff's claim would then be barred. The benefit to the estate is as follows: while Plaintiff will retain its right to seek a distribution on its filed Proof of Claim, under Cal. Civ. Proc. Code § 877(a), the settlement payment will reduce the total amount of the Plaintiff's claim against the Debtor. Moreover, the Movant will amend its Proof of Claim once the good faith settlement is approved to waive any amount asserted therein associated with this settlement.
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Dated: November 18, 2026

BINDER MALTER HARRIS & ROME-BANKS LLP

By: /s/ *Robert G. Harris*
Attorneys for Movant
Salesian Society

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Attorneys for Salesian Society

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

In re: THE ROMAN CATHOLIC BISHOP OF OAKLAND, Debtor.	Case No. 23-40523 WJL Chapter 11 RFS No. RGH-13 Date: December 2, 2026 Time: 9:30AM Location: 1300 Clay Street, Courtroom 220 Oakland, CA 94612/ via Tele/Videoconference Judge: Honorable William J. Lafferty, III

DECLARATION OF LEILA NOURANI IN SUPPORT OF MOTION FOR RELIEF FROM AUTOMATIC STAY

I, Leila Nourani, declare as follows:

1. I am an attorney licensed to practice law in the State of California with Jackson Lewis P.C., counsel of record for Salesian Society (the "Movant")[1] in *In re Northern California*

[1] The Movant includes Salesian Society on behalf of itself and its provincials, officers, agents, shareholders, directors, current and/or former employees, affiliated entities (excluding the Roman Catholic Bishop of Oakland), predecessors,

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Clergy Cases, Case No. JCCP 5108 (Alameda Super. Ct. 2020) ("JCCP 5108"). I have personal knowledge of the matters stated in this Declaration based on my participation in the representation of the Movant, the settlement process, and my review of the relevant settlement agreement. If called as a witness, I could and would testify competently to the matters stated below.

2. This Declaration is submitted in support of the Movant's *Motion for Relief from Automatic Stay* (the "Motion"), filed herewith, to seek a determination of good faith from the Alameda County Superior Court for the settlement between the Movant and John Doe E.P.M. (the "Plaintiff").

3. On September 3, 2026, the Movant and the Plaintiff executed a settlement agreement (the "Settlement") releasing and discharging liability and dismissing the Plaintiff's complaint (the "Complaint") as to the Movant.

4. Pursuant to the terms of the Settlement, the Movant has agreed, in good faith, to pay One-Hundred Thousand Dollars and Zero Cents ($100,000.00) to resolve the Plaintiff's claim against the Movant. In exchange, the Plaintiff has agreed to release, acquit, and forever discharge the Movant and the defined released parties of and from any and all claims, actions, causes of action, grievances, complaints, demands, rights, damages, costs, liens of any kind whatsoever, loss of service, expenses, and compensation of any nature whatsoever, which were asserted or could have been asserted pursuant to law, statute, regulation, or common law, whether in tort, contract, equity, or otherwise, whether State or Federal, whether known or unknown, foreseen or unforeseen, and the consequences thereof arising out of and/or resulting from, directly or indirectly, the events giving rise to the Complaint or otherwise arise from actual or alleged conduct constituting "childhood sexual abuse."

5. The Settlement provides that the Plaintiff releases only the Movant and the defined released parties with respect to the released claims. The Settlement expressly does not release the

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successors, assigns, administrators, insurers (including, but not limited to, all primary insurers, excess insurers, and re-insurers).

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Debtor. However, under Cal. Civ. Proc. Code § 877(a), a good-faith determination "shall reduce the claims against" the non-settling defendant Debtor "in the amount stipulated by" the Settlement.

6. The Movant and the Plaintiff reached the Settlement through mediation and subsequent arms-length negotiations among represented parties. The Settlement was partially motivated by the limited insurance held by the Movant to sufficiently cover Plaintiff's claim.

7. The Movant intends to file its motion (the "GFS Motion") under Cal. Civ. Proc. Code § 877.6 to seek a good faith determination of the Settlement from the Alameda County Superior Court in JCCP 5108. A copy of the proposed GFS Motion is attached as **Exhibit A** to this Declaration. The GFS Motion is prepared to be filed promptly after the order granting relief from stay is entered.

8. It is my belief that the Settlement falls within the "good faith ballpark" contemplated by *Tech-Bilt, Inc. v. Woodward-Clyde & Associates*, 38 Cal.3d 488 (1865), and that the Settlement reflects a fair and reasonable compromise of disputed claims, reached out to avoid the expense, uncertainty, and burden of continued litigation. The Settlement was not the product of collusion, fraud, or tortious conduct aimed at injuring any non-settling party.

9. Pursuant to Cal. Civ. Proc. Code § 877.6(c), upon entry of a good-faith settlement determination by the Alameda County Superior Court, all actual or potential claims against the Movant and defined released parties for equitable indemnity, comparative indemnity, partial indemnity, contribution, apportionment of fault, or declaratory relief by any joint tortfeasor, co-obligor, non-settling defendant, or other party will be barred.

10. The Debtor is not a party to the Settlement. The Settlement does not intend to release and discharge liability and dismiss the Plaintiff's complaints as to the Debtor. Upon the good faith determination by the Alameda County Superior Court, the Debtor, as well as any other party, including insurers, would lose its right to seek contribution from the Movant. The Plaintiff will still maintain whatever claims they hold against the Debtor directly.

11. Upon entry of a final order from the Alameda County Superior Court granting the GFS Motion, the Movant and the defined released parties shall waive and release its claims

against the Debtor, the bankruptcy estate, and against any other person or entity affiliated with or related to the Debtor relating to the Plaintiff's claims, for indemnification, contribution, and reimbursement that have been or could be asserted.

12. The Movant shall cooperate fully, reasonably, and in good faith, and shall execute and deliver any and all additional papers, documents, forms, releases, or instruments, and shall take all such further actions as may be reasonably necessary, appropriate, or convenient to give full force and effect to the terms, intents, and purposes of an order granting relief sought in this Motion, including in connection with any chapter 11 plan, withdrawal or amendment of any claim or consent to releases or treatment in a chapter 11 plan in this bankruptcy case. In any event, upon entry of a final order from the Alameda County Superior Court approving the Settlement, the Movant shall amend its filed Proof of Claim to reflect the mutual waiver of indemnity, contribution, and reimbursement arising from the Plaintiff's claim.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of November, 2026, at San Francisco, California.



Leila Nourani

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EXHIBIT A

Leila Nourani (SBN 163336)
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Andrea L. Steffan (SBN 332596)
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Attorneys for Defendant DOE 2 RELIGIOUS ORDER

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

COORDINATION PROCEEDING SPECIAL TITLE (Rule 3.550)

NORTHERN CALIFORNIA CLERGY CASES

JOHN DOE E.P.M.,

Plaintiff,

vs.

DOE 1 DIOCESE, a corporation sole; DOE 2 RELIGIOUS ORDER, a religious nonprofit corporation; and DOES 3-500, inclusive,

Defendants.

Case No. JCCP 5108

Individual Case No. 22CV020527

Hon. S. Raj Chatterjee
Department 21

NOTICE OF MOTION AND MOTION OF DEFENDANT DOE 2 RELIGIOUS ORDER'S FOR DETERMINATION OF GOOD FAITH SETTLEMENT PURSUANT TO C.C.P. § 877.6

[*Filed concurrently with Memorandum of Points and Authorities, Declaration of Leila Nourani; Declaration of Raymond P. Boucher; and [Proposed] Order.]*

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THE HONORABLE COURT, TO ALL PARTIES, AND TO THEIR RESPECTIVE ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on _____ at _____a.m. in Department 21 of the Alameda County Superior Court located at Oakland, California, Defendant Doe 2 Religious Order ("the Salesians") will and hereby do respectfully request this Court issue an order determining that the settlement between Plaintiff, John Doe E.P.M. (JCCP Plaintiff No. 876) ("Plaintiff") and the Salesians (collectively "the parties") was entered into in good faith, in accordance with California Code of Civil Procedure §877.6. The Salesians further respectfully request that this Court order that all claims or causes of action against The Salesians made by any joint tortfeasor or co-obligor for equitable comparative contribution, or partial or comparative indemnity, based on comparative negligence or comparative fault are forever barred.

This Motion is based on and arises out of California Code of Civil Procedure §877.6 and *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488.

The Salesians have agreed, in good faith, to pay a total of One Hundred Thousand Dollars ($100,000.00) to resolve Plaintiff's claims against the Salesians. In exchange, Plaintiff has agreed to provide the Salesians with a release of Plaintiff's claims, including waivers of California Civil Code section 1542, and to dismiss Plaintiff's claims against The Salesians with prejudice. Each party will bear its own attorneys' fees and costs.

The settlement was reached in compromise of disputed claims. It is not, and shall not be construed as, an admission of liability by the Salesians, who deny liability and wrongdoing.

The Salesians seek a determination that this settlement was made in good faith within the meaning of California Code of Civil Procedure sections 877 and 877.6 and satisfies the standard set forth in *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488. The Salesians further request that, upon entry of a good-faith settlement determination, all actual or potential claims against the Salesians for equitable indemnity, comparative indemnity, partial indemnity, contribution, apportionment of fault, or declaratory relief by any joint tortfeasor, co-obligor, non-settling defendant, or other party be barred pursuant to Code of Civil Procedure section 877.6(c).

This Motion is based on this Notice, the accompanying Memorandum of Points and Authorities, the Declaration of Leila Nourani, the Declaration of Raymond P. Boucher; the Proposed Order, the

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pleadings and papers on file in this coordinated proceeding, any reply papers filed in support of this Motion, and such further evidence and argument as the Court may consider.

DATED: November 6, 2026

JACKSON LEWIS P.C.

By: _____

Leila Nourani
Andrea L. Steffan
Attorneys for Defendant DOE 2 RELIGIOUS ORDER

4901-2166-2937, v. 3

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

COORDINATION PROCEEDING SPECIAL TITLE (Rule 3.550)

NORTHERN CALIFORNIA CLERGY CASES

JOHN DOE E.P.M.,

Plaintiff,

vs.

DOE 1 DIOCESE, a corporation sole; DOE 2 RELIGIOUS ORDER, a religious nonprofit corporation; and DOES 3-500, inclusive,

Defendants.

Case No. JCCP 5108

Individual Case No. 22CV020527

Hon. S. Raj Chatterjee
Department 21

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEFENDANT DOE 2 RELIGIOUS ORDER'S MOTION FOR GOOD FAITH SETTLEMENT PURSANT TO C.C.P. § 877.6

[*Filed concurrently with Notice of Motion, Declaration of Leila Nourani; Declaration of Raymond P. Boucher; and [Proposed] Order.]*

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Defendant The Salesian Society, a Corporate Sole, sued as DOE 2 RELIGIOUS ORDER and referred to herein as "the Salesians," applies to the Court for an order determining that the settlement reached between the Salesians and Plaintiff, John Doe E.P.M. (JCCP Plaintiff No. 876) (hereinafter "Plaintiff") in this coordinated proceeding was made in good faith pursuant to California Code of Civil Procedure sections 877 and 877.6.

This litigation arises from allegations by Plaintiff, John Doe E.P.M., concerning childhood sexual abuse and related institutional-liability claims asserted against the Salesians and/or other institutional defendants in the coordinated Northern California Clergy Cases (JCCP 5108). Plaintiff asserts claims for childhood sexual assault, negligence, negligent supervision, retention and hiring, negligent failure to train, warn or educate, and intentional infliction of emotional distress. The Salesians deny liability and wrongdoing, and nothing in the settlement constitutes an admission of liability.

After arms-length negotiations, in which both sides were represented by experienced counsel, the Salesians and Plaintiff reached a settlement totaling One Hundred Thousand Dollars ($100,000.00) (hereinafter the "settlement agreement"). In exchange, Plaintiff has agreed to release Plaintiff's claims against the Salesians, including a waiver of California Civil Code section 1542, and to dismiss Plaintiff's claims against the Salesians with prejudice. Each party will bear its own attorneys' fees and costs.

The settlement falls well within the "good faith ballpark" contemplated by *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488, 499–500. The settlement reflects a fair and reasonable compromise of disputed claims, reached to avoid the expense, uncertainty, and burden of continued litigation. It was not the product of collusion, fraud, or tortious conduct aimed at injuring any non-settling party. *Id.*

Accordingly, the Salesians respectfully request that the Court enter an order determining that the settlement was made in good faith under Code of Civil Procedure sections 877 and 877.6, and that all actual or potential claims against the Salesians for equitable indemnity, comparative indemnity, partial indemnity, contribution, apportionment of fault, or declaratory relief by any joint tortfeasor, co-obligor, non-settling defendant, or other party be barred.

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II. SETTLING PARTIES

The parties to the settlement is the subject of this Motion are Defendant, The Salesian Society, a Corporate Sole and Plaintiff, John Doe E.P.M. (collectively the "Parties"). Plaintiff, and The Salesian Society are the only parties to the settlement for which the Salesians seek a good-faith determination through this Motion. The settlement does not resolve Plaintiff's claims, if any, against any non-settling defendant, joint tortfeasor, co-obligor, or other party, except as expressly defined as a Salesian-related released party in the settlement agreement.

III. TERMS OF THE SETTLEMENT

The Parties have entered into a Settlement Agreement and General Release resolving Plaintiff's claims against the Salesians, subject to the Court's determination that the settlement was entered into in good faith pursuant to Code of Civil Procedure section 877.6.

As a condition precedent to the parties' obligations under the settlement agreement, including the obligation to make payment, the agreement requires this court to grant a determination that the settlement was entered into in good faith as to the Salesians. If the Court does not grant the good-faith determination, or if such determination is reversed, vacated, or materially modified on appeal, the agreement provides that it shall be null and void and that the parties shall be restored to their respective positions as if the agreement had not been executed.

Subject to entry of the good-faith determination, the Salesians have agreed to pay a total settlement amount of One Hundred Thousand Dollars ($100,000.00) to resolve Plaintiff's claims. The Declaration of Leila Nourani ("Nourani Decl.") ¶ 2. In exchange for the settlement payment, Plaintiff has agreed to release, acquit, and forever discharge the Salesians and the defined released parties from any and all claims, actions, causes of action, demands, rights, damages, costs, liens, losses, expenses, compensation, and other claims of any nature that were asserted or could have been asserted against the Salesians, whether known or unknown, foreseen or unforeseen, arising out of or related to the claims alleged in the Action, the events giving rise to the Action, or alleged conduct constituting childhood sexual abuse as to Plaintiff. Nourani Decl. ¶ 3.

The settlement agreement further provides for a waiver of California Civil Code section 1542. *Id.* ¶ 4. Plaintiff acknowledges and agrees that the releases include unknown and unsuspected claims and that

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the settlement shall remain effective notwithstanding the discovery of different or additional facts or law. *Id*. ¶ 5.

The agreement also provides that Plaintiff releases only the Salesians and the defined Salesian-related released parties with respect to the released claims. Plaintiff expressly does not release co-Defendant The Santa Rosa Archdiocese, or any other non-settling defendants (named or unnamed) or entities, except as expressly provided in the settlement agreement – the Salesians. Nourani Decl., ¶ 6; The Declaration of Raymond P. Boucher ("Boucher Decl.") ¶ 5.

Upon receipt of Plaintiff's settlement payment, Plaintiff's counsel will file a dismissal of the Action against the Salesians only, with prejudice, and with each side to bear its own attorneys' fees and costs. Nourani Decl., ¶ 7.

The settlement agreement also contains customary provisions addressing Plaintiff's responsibility for taxes, liens, medical liens, Medicare and Medi-Cal obligations, subrogation claims, and related indemnity obligations. Plaintiff agrees to indemnify and hold harmless the Salesians and their insurers from such claims, liens, or reimbursement interests, including claims by governmental entities or collateral source providers, to the extent set forth in the agreement. Nourani Decl., ¶ 9.

Finally, the agreement provides that it is the product of negotiation by and among the parties and their respective counsel; that the parties had the opportunity to consult with counsel; that each party will bear its own fees and costs; that the agreement is binding on successors, assigns, heirs, representatives, and related persons; that the Alameda County Superior Court shall retain jurisdiction for enforcement; and that the agreement may be enforced pursuant to Code of Civil Procedure section 664.6. Nourani Decl., ¶ 10; Boucher Decl., ¶¶ 2, 6.

IV. BASIS FOR THE SETTLEMENT

The parties entered into the settlement agreement after months of informal negotiation, evaluating the risks and uncertainties of continued litigation and trial, including the factual and legal issues presented by Plaintiff's claims, the Salesians' defenses, the complexity of the coordinated JCCP 5108 proceedings, the costs associated with continued discovery and motion practice, and the uncertainty of trial outcome. Nourani Decl., ¶¶ 8, 10; Boucher Decl,, ¶¶ 2, 3, 6. The settlement agreement expressly reflects the parties'

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shared intention to fully and finally resolve Plaintiff's claims against the Salesians and to avoid further litigation and costs. *Id*.

V. STATEMENT OF FACTS

This settlement arises from an action that is part of Judicial Council Coordination Proceeding No. 5108 pending in Alameda County Superior Court. Plaintiff alleges that he was sexually abused by Father Piechocinski, a member of Defendant's religious order, while he was a minor and parishioner at St. Andrew-St. Joseph's Catholic Church in Oakland, California on two occasions in 1966. Nourani Decl., ¶ 11. Based on these allegations, Plaintiff asserts various causes of action against the Salesians, and other institutional defendants, including claims for childhood sexual assault, negligence, negligent supervision, retention and hiring, negligent failure to train, warn or educate, and intentional infliction of emotional distress. Plaintiff seeks recovery of compensatory damages and other relief arising from his alleged injuries. *See* Complaint.

This case ultimately rests on a two alleged incidents of abuse by Father Piechocinski, occurring in 1966. Nourani Decl., ¶ 11. Additionally, other than that of Plaintiff, there have been no allegations of sexual abuse made against Father Piechocinski at any time. *Id*. at ¶ 13.

Plaintiff also cannot provide the identity of any witnesses as to this lone alleged incident, nor did he report it to anyone at the time or in the decades that followed. Nourani Decl., at ¶ 12. According to Plaintiff, the first-ever disclosure occurred in the 1980s—approximately 20 years later—to his first wife. *Id*. Plaintiff's first disclosure to The Salesians came when he filed his Complaint in this action in 2022 – approximately 60 years after the alleged abuse. *Id*. This lack of contemporaneous report or corroboration substantially weakens both liability and notice. On damages, the record similarly does not support a high-value claim. Plaintiff declined to disclose whether he has been subject to any other sexual abuse. Furthermore, Plaintiff has not sought any mental health treatment outside that provided during his periods of incarceration. *Id*. at ¶ 14. Given these substantial evidentiary deficiencies and the limited damages profile, the case presents significant weaknesses for Plaintiff.

Ultimately, the Salesians deny Plaintiff's allegations and deny that they are liable for Plaintiff's claimed damages. The Salesians contend that substantial factual and legal disputes exist concerning liability, causation, damages, and the nature and extent of Plaintiff's alleged injuries. The Salesians further

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maintain that they possess substantial defenses to Plaintiff's claims. In light of the risks, costs, and uncertainties associated with continued litigation, and without admitting liability or wrongdoing, the Salesians and Plaintiff entered into the settlement agreement described above in order to resolve Plaintiff's claims against the Salesians and avoid the substantial expense, burden, and uncertainty of continued litigation and trial. Nourani Decl., at ¶ 8. As discussed below, the settlement represents a fair and reasonable compromise of disputed claims and satisfy the requirements of Code of Civil Procedure sections 877 and 877.6 and the standards articulated in *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488.

VI. THIS SETTLEMENT WAS MADE IN GOOD FAITH

A. Legal Standard Under Code of Civil Procedure Sections 877 and 877.6.

California has a strong public policy favoring settlement of litigation. To promote that policy, Code of Civil Procedure sections 877 and 877.6 provide a mechanism by which a settling defendant may obtain a judicial determination that a settlement was entered into in good faith and thereby bar future claims for equitable indemnity, contribution, or comparative fault against the settling defendant.

In determining whether a settlement was made in good faith, courts apply the factors set forth in *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488. Those factors include: (1) a rough approximation of the plaintiff's total recovery and the settling defendant's proportionate liability; (2) the amount paid in settlement; (3) the allocation of settlement proceeds among plaintiffs; (4) recognition that a settling party should pay less in settlement than it would if found liable after trial; (5) the settling defendant's financial condition and insurance considerations; and (6) the existence of collusion, fraud, or tortious conduct aimed at injuring the interests of non-settling parties.

A settlement need not precisely reflect a party's proportionate share of liability. Rather, the issue is whether the settlement is within the reasonable "ballpark" of the settling defendant's potential liability at the time the settlement was reached. The determination is based on the information available to the parties at the time of settlement, not on hindsight following trial.

B. The Settlement Satisfies the Tech-Bilt Factors and Falls Well Within the Reasonable Ballpark of the Salesians' Potential Liability.

Under Code of Civil Procedure section 877.6, the Court evaluates whether the settlement falls

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within the reasonable "ballpark" of the settling defendant's potential liability in light of the factors identified in *Tech-Bilt*. Consideration of these factors supports approval here.

1. Rough Approximation of Plaintiff's Total Recovery and the Salesians' Proportionate Liability.

The first *Tech-Bilt* factor weighs in favor of approval because the settlement agreement represents a fair and reasonable compromise of highly disputed claims against the Salesians. Plaintiff alleges that he suffered significant injuries arising from two incidents of alleged childhood sexual abuse and seeks substantial damages. The Salesians, however, deny liability and maintain that substantial factual and legal disputes exist regarding liability, causation, and damages.

If this matter were tried, the Salesians would present evidence demonstrating the significant weaknesses in Plaintiff's claims. Most notably, Plaintiff alleges abuse by a priest who never had any other allegations of misconduct made against him at any time. Nourani Decl., ¶ 13**.**

The Salesians would also emphasize that Plaintiff cannot identify any witness to either alleged incident and did not report the alleged abuse to any person or entity at the time it purportedly occurred, or for at least 14 years after the incidents until he told his first wife in the 1980s. Nourani Decl., at ¶ 12. These evidentiary deficiencies substantially impair Plaintiff's ability to establish liability against the Salesians.

The Salesians likewise dispute the nature and extent of Plaintiff's claimed damages. The available record reflects that Plaintiff declined to disclose whether he has been subject to any other sexual abuse. Nourani Decl., at ¶ 14. In addition, Plaintiff has not sought mental health treatment related to the alleged incident outside of that provided to him during his periods of incarceration. *Id*. The Salesians would contend that these facts undermine Plaintiff's claims of longstanding impairment and significantly limit any potential damages recovery.

Given these substantial disputes concerning liability and damages, the Salesians' proportionate share of any potential judgment is highly uncertain and would likely be the subject of extensive litigation regarding fault allocation and causation. The settlement agreement appropriately reflects those risks and the parties' respective assessments of the strengths and weaknesses of their positions.

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Finally, the settlement agreement does not impair Plaintiff's ability to continue pursuing claims against any non-settling defendants or other responsible parties.

2. The Amount Paid in Settlement.

The second factor likewise supports approval of the Settlement. The Salesians have agreed to pay $100,000.00 in exchange for a full resolution of Plaintiff's claims against them.

Based on the allegations and available evidence, Plaintiff's theoretical gross trial value could reasonably range from approximately $500,000 to $2,000,000 if liability were established and a jury accepted Plaintiff's claimed emotional distress damages arising from the alleged abuse. However, the evidence presents substantial liability obstacles that significantly diminish the likelihood of any recovery against the Salesians. Plaintiff cannot identify any witnesses, did not report the alleged incident to the Salesians for more than sixty years, and has not produced evidence establishing that the alleged incident occurred. Furthermore, no other accusations against Father Piechocinski have ever been made. Given these evidentiary deficiencies, the Salesians reasonably estimate their proportionate liability at no more than 5% to 15%, with a substantial possibility of complete defense verdict.

Applying a probability-adjusted analysis further demonstrates the reasonableness of the settlement. Assuming a potential verdict range of $500,000 to $2,000,000, a 5% to 15% proportionate allocation to the Salesians yields an exposure range of approximately $25,000 to $300,000. Discounting that figure by the significant probability that Plaintiff will be unable to establish Salesian involvement, institutional liability, causation, or damages at trial produces an expected-value range well below the high-end theoretical exposure. When litigation costs, expert expenses, continued discovery, trial risk, appellate risk, collectability concerns, and the limited available insurance are considered, the $100,000 settlement falls comfortably within the reasonable "ballpark" of the Salesians' potential exposure under Tech-Bilt and represents a fair, good-faith compromise of highly disputed claims.

In light of the significant factual and legal disputes in this case, that amount represents a fair and meaningful compromise that provides Plaintiff with an immediate and certain recovery while avoiding the considerable expense, delay, and uncertainty associated with continued litigation, dispositive motions, and trial.

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As discussed above, the Salesians would vigorously contest liability based on, among other things, the lack of any prior notice of the alleged misconduct, the absence of corroborating witnesses or contemporaneous reports, and significant disputes concerning causation and damages. Given these substantial litigation risks, the $100,000.00 settlement falls well within the reasonable range of the Salesians' proportionate exposure and strongly supports a finding that the Settlement was reached in good faith.

3. The Allocation of Settlement Proceeds Among Plaintiffs.

There is no allocation factor implicated because there is just one Plaintiff involved in the settlement of this matter.

4. The Settlement Properly Reflects That a Settling Party May Pay Less Than it Might After Trial.

Another *Tech-Bilt* factor expressly recognizes that a settling defendant may pay less in settlement than it could be required to pay after trial. The Settlement reflects exactly that kind of litigation discount. It accounts for the uncertainty of historical-evidence cases, the disputed liability issues, the Salesians' defenses, and the possibility that the Salesians could prevail in whole or in part at trial. The fact that the Settlement may be less than Plaintiff's asserted maximum trial value does not undermine good faith; it confirms that the Settlement is the type of negotiated compromise California law encourages.

5. The Salesians' Financial Condition and Available Insurance Also Support the Settlement.

The fifth factor likewise favors approval. The Salesians have very little by way of liquid assets, and thus their ability to contribute to a resolution is constrained by their actual financial condition. The settlement agreement accordingly reflects practical limits on collectability and funding.

In addition, the insurance potentially available to respond to these claims is limited and subject to the terms, conditions, exclusions, limits, and potential coverage issues associated with historic policies. The potentially available coverage includes approximately $100,000 in remaining or potentially available limits. Nourani Decl., ¶15. The Salesians have no meaningful assets or other sources of funding beyond this insurance from which additional amounts could be recovered. *Id*. Moreover, there are more than 100 unresolved abuse claims remaining against the Salesians, further underscoring the limited resources available to satisfy current and future liabilities. *Id*. Any potentially available insurance proceeds remain

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subject to applicable terms, conditions, exclusions, coverage defenses, reservations of rights, and other limitations. *Id*. Under these circumstances, the settlement reflects a realistic and reasonable recovery in light of the finite insurance proceeds and the Salesians' inability to contribute additional funds. *Id*.

6. There is No Evidence of Collusion, Fraud, or Conduct Intended to Injure Non-Settling Parties.

The final factor also supports approval. The settlement agreement was the product of arm's-length negotiations among represented parties with adverse interests. Plaintiff and the Salesians were represented by experienced counsel and entered into the settlement agreement only after spending months evaluating and negotiating the legal and factual issues presented by the litigation.

There is no evidence of collusion, fraud, or any effort to injure non-settling parties. To the contrary, Plaintiff remains free to pursue all claims, rights, and remedies Plaintiff may have against co-defendants and other non-settling parties. The Settlement does not release those parties except as expressly provided in the agreement. That is an important feature of the settlement agreement and confirms that it is a fair resolution of disputed claims against the Salesians, not an improper effort to shift liability or prejudice the rights of others.

C. The Settlement Agreement Was Reached Through Arm's-Length Negotiations and Preserves Plaintiff's Rights Against Co-Defendants

The settlement agreement was the product of arm's-length negotiations between experienced counsel representing adverse interests. All parties were represented by counsel and entered into the settlement agreement only after evaluating the legal and factual issues presented by the litigation. Equally important, the settlement agreement preserves Plaintiff's ability to continue pursuing Plaintiff's claims against co-defendants and other non-settling parties. Plaintiff is not giving up those claims through this Motion, and the settlement agreement does not operate to release non-settling defendants except as expressly provided in the agreement. Plaintiff therefore remains free to seek additional recovery from co-defendants based on those parties' own alleged conduct and responsibility.

This structure underscores the fairness of the Settlement. It resolves disputed claims against the Salesians for a substantial payment while preserving Plaintiff's rights to proceed against others. That is fully consistent with the purposes of Code of Civil Procedure sections 877 and 877.6 and supports a

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finding of good faith.

D. Good-Faith Determination Bars Any Present or Future Claims for Indemnity or Contribution Against the Salesians

Code of Civil Procedure section 877.6(c) provides that a determination by the Court that a settlement was made in good faith bars any other joint tortfeasor or co-obligor from pursuing claims against the settling party for equitable comparative contribution, comparative indemnity, partial or total indemnity, apportionment of fault, or declaratory relief based upon comparative fault.

The purpose of the statute is to provide finality to settling parties and to encourage settlement by protecting those parties from future indemnity and contribution claims arising out of the matters resolved by the settlement. A good-faith determination therefore effectuates California's strong policy favoring settlements and promotes judicial economy by narrowing the issues remaining for litigation.

Because the settlement agreement between the Salesians and Plaintiff satisfies the requirements of Code of Civil Procedure sections 877 and 877.6 and falls well within the reasonable range contemplated by *Tech-Bilt*, the Court should enter an order determining that the settlement was made in good faith and barring all present and future claims for equitable indemnity, contribution, apportionment, or declaratory relief against the Salesians arising from the claims resolved by the settlement.

VII. CONCLUSION

For the foregoing reasons, the Salesians respectfully request that the Court enter an order finding that the settlement between the Salesians and Plaintiff were entered into in good faith pursuant to Code of Civil Procedure sections 877 and 877.6 and that all claims for equitable indemnity, comparative indemnity, contribution, apportionment of fault, or declaratory relief against the Salesians arising out of the subject matters of the settled action be barred.

DATED: November 6, 2026

JACKSON LEWIS P.C.

By: Andrea Steffan

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Attorneys for Defendant DOE 2 RELIGIOUS ORDER

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

COORDINATION PROCEEDING SPECIAL TITLE (Rule 3.550) NORTHERN CALIFORNIA CLERGY CASES	Case No. JCCP 5108 Individual Case No. 22CV020527 Hon. S. Raj Chatterjee Department 21
JOHN DOE E.P.M., Plaintiff, vs. DOE 1 DIOCESE, a corporation sole; DOE 2 RELIGIOUS ORDER, a religious nonprofit corporation; and DOES 3-500, inclusive, Defendants.	**DECLARATION OF LEILA NOURANI IN SUPPORT OF DEFENDANT DOE 2 RELIGIOUS ORDER'S MOTION FOR GOOD FAITH SETTLEMENT PURSANT TO C.C.P. § 877.6** [*Filed concurrently with Notice; Memorandum of Points and Authorities; Declaration of Raymond P. Boucher; and [Proposed] Order.]*

DECLARATION OF LEILA NOURANI

I, Leila Nourani, declare as follows:

1. I am an attorney licensed to practice law in the State of California and admitted to appear before this Court. I am an attorney with the law firm of Jackson Lewis P.C., attorneys of record in this

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matter for Defendants, The Salesian Society, a Corporate Sole, sued as Doe 2 Religious Order ("The Salesians"). I make the following declaration based on personal knowledge, unless otherwise stated, and my review of and familiarity with the files and documents in the above-captioned matter. If called as a witness, I could and would competently testify to the facts contained herein. I submit this declaration in support of The Salesians' Motion for Good Faith Settlement.

2. The Salesians have agreed to pay a total settlement amount of One Hundred Thousand Dollars ($100,000.00) to resolve Plaintiff's claims.

3. In exchange for the settlement payment, Plaintiff has agreed to release, acquit, and forever discharge the Salesians and the defined released parties from any and all claims, actions, causes of action, demands, rights, damages, costs, liens, losses, expenses, compensation, and other claims of any nature that were asserted or could have been asserted against the Salesians, whether known or unknown, foreseen or unforeseen, arising out of or related to the claims alleged in the Action, the events giving rise to the Action, or alleged conduct constituting childhood sexual abuse as to Plaintiff.

4. The settlement agreement further provides for a waiver of California Civil Code section 1542.

5. Plaintiff acknowledges and agrees that the releases include unknown and unsuspected claims and that the settlement shall remain effective notwithstanding the discovery of different or additional facts or law.

6. The agreement also provides that Plaintiff releases only the Salesians and the defined Salesian-related released parties with respect to the released claims. Plaintiff expressly does not release co-Defendant The Roman Catholic Bishop of Oakland (erroneously sued as Doe 1 Diocese), or any other non-settling defendants (named or unnamed) or entities, except as expressly provided in the settlement agreement – the Salesians.

7. Upon receipt of Plaintiff's settlement payment, Plaintiff's counsel will file a dismissal of the Action against the Salesians only, with prejudice, and with each side to bear its own attorneys' fees and costs.

8. The settlement is a compromise of disputed claims. The Salesians deny all liability, wrongdoing, or responsibility, and the settlement payment is not, and shall not be construed as, an

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admission of liability by the Salesians. Rather, the settlement was reached to avoid the continued expense, burden, risk, delay, and uncertainty of further litigation.

9. The settlement agreement also contains customary provisions addressing Plaintiff's responsibility for taxes, liens, medical liens, Medicare and Medi-Cal obligations, subrogation claims, and related indemnity obligations. Plaintiff agrees to indemnify and hold harmless the Salesians and their insurers from such claims, liens, or reimbursement interests, including claims by governmental entities or collateral source providers, to the extent set forth in the agreement.

10. Finally, the agreement provides that it is the product of negotiation by and among the parties and their respective counsel; that the parties had the opportunity to consult with counsel; that each party will bear its own fees and costs; that the agreement is binding on successors, assigns, heirs, representatives, and related persons; that the Alameda County Superior Court shall retain jurisdiction for enforcement; and that the agreement may be enforced pursuant to Code of Civil Procedure section 664.6.

11. Plaintiff alleges that he was sexually abused by Father Piechocinski, a member of Defendant's religious order, while he was a minor and parishioner at St. Andrew-St. Joseph's Catholic Church in Oakland, California on two occasions approximately two weeks apart in 1966.

12. Plaintiff cannot provide the identity of any witnesses as to either alleged incident, nor did he report it to anyone at the time or in the decades that followed. According to Plaintiff, the first-ever disclosure occurred in the 1980s —approximately 20 years later— to his first wife. He then disclosed the alleged abuse to his second wife in the early 1990s. He then made disclosures to prison mental health professionals in 1992 and 1998 and to a parole board interviewer in 2016. Plaintiff did not disclose his alleged abuse to The Salesians until he filed the instant Complaint in 2022.

13. Other than Plaintiff's claim, no other allegations of sexual abuse have ever been made against Father Piechocinski.

14. Plaintiff declined to disclose whether he has been subject to any other sexual abuse. Furthermore, Plaintiff has not sought any mental health treatment outside that provided during his periods of incarceration.

15. The potentially available coverage for this matter includes approximately $100,000 in remaining or potentially available limits. The Salesians have no meaningful assets or other sources of

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funding beyond this insurance from which additional amounts could be recovered. Moreover, there are more than 100 unresolved abuse claims remaining against the Salesians, further underscoring the limited resources available to satisfy current and future liabilities. Any potentially available insurance proceeds remain subject to applicable terms, conditions, exclusions, coverage defenses, reservations of rights, and other limitations. Under these circumstances, the settlement reflects a realistic and reasonable recovery in light of the finite insurance proceeds and the Salesians' inability to contribute additional funds.

I declare under the penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed this 6th day of November 2026, in Los Angeles, California.



By:_____
Leila Nourani

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