Docket #0191 Date Filed: 2/6/2024

Jdemand, WDREF

U.S. Bankruptcy Court
California Northern Bankruptcy Court (Oakland)
Adversary Proceeding #: 23-04028

Assigned to: Judge William J. Lafferty
Lead BK Case: 23-40523
Lead BK Title: The Roman Catholic Bishop of Oakland
Lead BK Chapter: 11
Demand:

Date Filed: 06/22/23

Nature[s] of Suit: 91 Declaratory judgment
02 Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)

Plaintiff

The Roman Catholic Bishop of Oakland
2121 Harrison Street
Suite 100
Oakland, CA 94612
Tax ID / EIN: 94-1527086

represented by **Jeffrey Blease**
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LEAD ATTORNEY

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LEAD ATTORNEY

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Plaintiff

Official Committee of Unsecured Creditors represented by

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V.

Defendant

Pacific Indemnity
c/o CT Corporation System
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Suite 700
Glendale, CA 91203

represented by **Karen Rinehart**
Law Offices of O'Melveny and Myers
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Defendant

Insurance Company of America
c/o CT Corporation System
Attn: Amanda Garcia
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Suite 700
Glendale, CA 91203
TERMINATED: 08/25/2023

represented by **Insurance Company of America**
PRO SE

Defendant

Aetna Insurance Company
c/o CT Corporation System
Attn: Jere Keprios

represented by **Aetna Insurance Company**
PRO SE

818 W 7th Street
Suite 930
Los Angeles, CA 90017-3476

Defendant

Travelers Insurance Company
c/o Corporation Service Company
Attn: Melissa DeKoven
2710 Gateway Oaks Drive
Suite 150N
Sacramento, CA 95814

represented by **Travelers Insurance Company**
PRO SE

Defendant

Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB)
c/o Agent for Service of Process
Government Law Bureau
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Sacramento, CA 95814
TERMINATED: 10/10/2023

represented by **Elizabeth Christine Hehir**
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TERMINATED: 10/10/2023

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TERMINATED: 10/10/2023

Defendant

Insurance Company of North America
c/o CT Corporation System
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represented by **Karen Rinehart**
(See above for address)

Defendant

ACE Limited
c/o CT Corporation System
Attn: Amanda Garcia

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330 N Brand Blvd.
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TERMINATED: 08/25/2023

Defendant

United States Fire Insurance
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Defendant

Employers Reinsurance
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represented by **Employers Reinsurance**
PRO SE

Defendant

CNA Insurance Company
c/o CT Corporation System
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Defendant

Pacific Employers Insurance
c/o CT Corporation System
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Glendale, CA 91203

represented by **Karen Rinehart**
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Defendant

Westchester Fire Insurance Company
c/o CT Corporation System
Attn: Vivian Imperial
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Los Angeles, CA 90017-3476

represented by **Karen Rinehart**
(See above for address)

Defendant

California Insurance Guarantee Association
c/o Agent for Service of Process
Government Law Bureau
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Defendant

Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061

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Catalina Sugayan
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Defendant

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***fka* Aetna Casualty & Surety Company**

represented by

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Defendant

**---------- **

Westport Insurance Corporation f/k/a Employers Reinsurance Corporation

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Defendant

Westport Insurance Corporation represented by **Westport Insurance Corporation**
PRO SE

Defendant

Continental Casualty Company represented by **Mark D. Plevin**
(See above for address)

Defendant

Certain Underwriters at Lloyds, London, Subscribing Severally and Not Jointly to Slip Nos. CU 1001 and K 66034 Issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 Is represented by **Betty Luu**
(See above for address)

Filing Date	#	Docket Text
06/22/2023	1	Adversary case 23-04028. 91 (Declaratory judgment), 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)) Complaint by The Roman Catholic Bishop of Oakland against Pacific Indemnity, Insurance Company of America, Aetna Insurance Company, Travelers Insurance Company, Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB), Insurance Company of North America, ACE Limited, United States Fire Insurance, Employers Reinsurance, CNA Insurance Company, Pacific Employers Insurance, Westchester Fire Insurance Company, California Insurance Guarantee Association. Fee Amount $350. (Attachments: # 1 Exhibit A # 2 AP Cover Sheet) (Carlucci, Thomas) (Entered: 06/22/2023)

06/22/2023		Receipt of filing fee for Complaint(23-04028) [cmp,cmp] (350.00). Receipt number A32606432, amount $ 350.00 (re: Doc# 1 Complaint) (U.S. Treasury) (Entered: 06/22/2023)
06/26/2023	2	Amended Complaint by Thomas F. Carlucci on behalf of The Roman Catholic Bishop of Oakland against all defendants. (RE: related document(s)1 Complaint filed by Plaintiff The Roman Catholic Bishop of Oakland). (Attachments: # 1 Exhibit A # 2 AP Cover Sheet) (Carlucci, Thomas) (Entered: 06/26/2023)
06/26/2023	3	Summons Issued on ACE Limited Answer Due 7/26/2023; Aetna Insurance Company Answer Due 7/26/2023; CNA Insurance Company Answer Due 7/26/2023; California Insurance Guarantee Association Answer Due 7/26/2023; Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB) Answer Due 7/26/2023; Employers Reinsurance Answer Due 7/26/2023; Insurance Company of America Answer Due 7/26/2023; Insurance Company of North America Answer Due 7/26/2023; Pacific Employers Insurance Answer Due 7/26/2023; Pacific Indemnity Answer Due 7/26/2023; Travelers Insurance Company Answer Due 7/26/2023; United States Fire Insurance Answer Due 7/26/2023; Westchester Fire Insurance Company Answer Due 7/26/2023 (RE: related document(s)2 Amended Complaint filed by Plaintiff The Roman Catholic Bishop of Oakland). **Scheduling Conference scheduled for 9/6/2023 at 10:30 AM in/via Oakland Room 220 - Lafferty.** (myt) (Entered: 06/26/2023)
06/26/2023	4	Order Regarding Initial Disclosures and Discovery Conference (myt) (Entered: 06/26/2023)
06/28/2023	5	BNC Certificate of Mailing (RE: related document(s) 4 Discovery Order). Notice Date 06/28/2023. (Admin.) (Entered: 06/28/2023)
06/28/2023	6	BNC Certificate of Mailing (RE: related document(s) 4 Discovery Order). Notice Date 06/28/2023. (Admin.) (Entered: 06/28/2023)
06/28/2023	7	BNC Certificate of Mailing (RE: related document(s) 3 Summons Issued). Notice Date 06/28/2023. (Admin.) (Entered: 06/28/2023)
06/29/2023	8	Summons Service Executed on ACE Limited 6/28/2023 . (Carlucci, Thomas) (Entered: 06/29/2023)
06/29/2023	9	Summons Service Executed on Aetna Insurance Company 6/28/2023 . (Carlucci, Thomas) (Entered: 06/29/2023)
06/29/2023	10	Summons Service Executed on Employers Reinsurance 6/28/2023 . (Carlucci, Thomas) (Entered: 06/29/2023)
06/29/2023	11	Summons Service Executed on Insurance Company of America 6/28/2023 . (Carlucci, Thomas) (Entered: 06/29/2023)
06/29/2023	12	Summons Service Executed on Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB) 6/28/2023 . (Carlucci, Thomas) (Entered: 06/29/2023)

06/29/2023	13	Summons Service Executed on United States Fire Insurance 6/28/2023 . (Carlucci, Thomas) (Entered: 06/29/2023)
06/29/2023	14	Summons Service Executed on Westchester Fire Insurance Company 6/28/2023 . (Carlucci, Thomas) (Entered: 06/29/2023)
06/30/2023	15	Motion to Intervene Filed by Creditor Committee Official Committee of Unsecured Creditors. (Attachments: # 1 Exhibit A) (Albert, Gabrielle) (Entered: 06/30/2023)
06/30/2023	16	Notice Regarding *Motion to Intervene* (RE: related document(s)15 Motion to Intervene filed by Creditor Committee Official Committee of Unsecured Creditors). Filed by Creditor Committee Official Committee of Unsecured Creditors. (Albert, Gabrielle) (Entered: 06/30/2023)
07/03/2023	17	Summons Service Executed on California Insurance Guarantee Association 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	18	Summons Service Executed on CNA Insurance Company 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	19	Summons Service Executed on Insurance Company of North America 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	20	Summons Service Executed on Insurance Company of North America 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	21	Summons Service Executed on Pacific Employers Insurance 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	22	Summons Service Executed on Pacific Indemnity 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	23	Summons Service Executed on Pacific Indemnity 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	24	Summons Service Executed on Travelers Insurance Company 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	25	Notice Regarding *Notice of Errata* (RE: related document(s)15 Motion to Intervene filed by Creditor Committee Official Committee of Unsecured Creditors). Filed by Creditor Committee Official Committee of Unsecured Creditors. (Attachments: # 1 Exhibit A) (Albert, Gabrielle) (Entered: 07/03/2023)
07/03/2023	26	Certificate of Service (RE: related document(s)15 Motion to Intervene, 16 Notice, 25 Notice). Filed by Creditor Committee Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 07/03/2023)
07/07/2023	27	Amended Notice of Hearing *on the Official Committee of Unsecured Creditors' Motion to Intervene* (RE: related document(s)15 Motion to Intervene filed by Creditor Committee Official Committee of Unsecured Creditors). **Hearing scheduled for 8/8/2023 at 09:00 AM in/via Oakland Room 220 - Lafferty.**

		Filed by Creditor Committee Official Committee of Unsecured Creditors. (Sekona, Jullian) (Entered: 07/07/2023)
07/07/2023	28	Certificate of Service (RE: related document(s)27 Notice of Hearing). Filed by Creditor Committee Official Committee of Unsecured Creditors (Sekona, Jullian) (Entered: 07/07/2023)
07/21/2023	29	Stipulation *for Extension of Time to Respond to First Amended Complaint for Breach of Contract and Declaratory Judgment Relief* Filed by Defendants Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (RE: related document(s)2 Amended Complaint filed by Plaintiff The Roman Catholic Bishop of Oakland). (Rinehart, Karen) (Entered: 07/21/2023)
07/26/2023	30	Certificate of Service (RE: related document(s)15 Motion to Intervene, 16 Notice, 25 Notice, 27 Notice of Hearing). Filed by Creditor Committee Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 07/26/2023)
07/26/2023	31	Notice of Appearance and Request for Notice by Travis Richard Wall. Filed by Defendant United States Fire Insurance (Wall, Travis) (Entered: 07/26/2023)
07/27/2023	32	Notice Regarding *Notice of Appearance and Request for Notice* Filed by Defendant Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB). (Sugayan, Catalina) (Entered: 07/27/2023)
07/27/2023	33	Withdrawal of Documents (RE: related document(s)32 Notice). Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Sugayan, Catalina) (Entered: 07/27/2023)
07/27/2023	34	Notice Regarding *Notice of Appearance and Request for Notice* Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061. (Sugayan, Catalina) (Entered: 07/27/2023)
07/31/2023	35	Application for Admission of Attorney Pro Hac Vice . Fee Amount $317 (Dennehy, Jillian) (Entered: 07/31/2023)
07/31/2023		Receipt of filing fee for Application for Admission of Attorney Pro Hac Vice(23-04028) [motion,mprohac] (317.00). Receipt number B32680206, amount $ 317.00 (re: Doc# 35 Application for Admission of Attorney Pro Hac Vice . Fee Amount $317) (U.S. Treasury) (Entered: 07/31/2023)
07/31/2023	36	Application for Admission of Attorney Pro Hac Vice . Fee Amount $317 (Calhoun, George) (Entered: 07/31/2023)
07/31/2023		Receipt of filing fee for Application for Admission of Attorney Pro Hac Vice(23-04028) [motion,mprohac] (317.00). Receipt number A32680248, amount $ 317.00 (re: Doc# 36 Application for Admission of Attorney Pro Hac Vice . Fee Amount $317) (U.S. Treasury) (Entered: 07/31/2023)
08/01/2023	37	Statement of Non-Opposition (RE: related document(s)15 Motion to Intervene). Filed by Plaintiff The Roman Catholic Bishop of Oakland (Ridley, Eileen) (Entered: 08/01/2023)

08/01/2023	38	Order Granting Application for Admission of Attorney Pro Hac Vice (Related Doc # 35). (cf) (Entered: 08/01/2023)
08/01/2023	39	Order Granting Application for Admission of Attorney Pro Hac Vice (Related Doc # 36). (cf) (Entered: 08/01/2023)
08/01/2023	40	Notice of Appearance and Request for Notice by Jeff D. Kahane. Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Kahane, Jeff) (Entered: 08/01/2023)
08/01/2023	41	Notice of Appearance and Request for Notice *of Russell Roten* by Jeff D. Kahane. Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Kahane, Jeff) (Entered: 08/01/2023)
08/01/2023	42	Notice of Appearance and Request for Notice by Andrew Mina. Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Mina, Andrew) (Entered: 08/01/2023)
08/01/2023	43	Notice of Appearance and Request for Notice by Nathan W. Reinhardt. Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Reinhardt, Nathan) (Entered: 08/01/2023)
08/01/2023	44	Objection *to the Official Committee of Unsecured Creditors' Motion to Intervene* (RE: related document(s)15 Motion to Intervene). Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Kahane, Jeff) (Entered: 08/01/2023)
08/01/2023	45	Brief/Memorandum in Opposition to */ Certain Defendants' Opposition to Official Committee of Unsecured Creditors' Motion to Intervene*. Filed by Defendant Pacific Employers Insurance (Rinehart, Karen) (Entered: 08/01/2023)
08/02/2023	46	Notice Regarding Zoom Webinar Information for In-Person Hearing Scheduled on **8/8/2023 at 09:00 AM in Courtroom 220 - Lafferty** (RE: related document(s)15 Motion to Intervene filed by Creditor Committee Official Committee of Unsecured Creditors). (cf) (Entered: 08/02/2023)
08/02/2023	47	Certificate of Service (RE: related document(s)45 Opposition Brief/Memorandum). Filed by Defendant Pacific Employers Insurance (Rinehart, Karen) (Entered: 08/02/2023)
08/02/2023	48	Corporate Ownership Statement. . Filed by Defendant Pacific Employers Insurance (Rinehart, Karen) (Entered: 08/02/2023)
08/02/2023	49	Certificate of Service (RE: related document(s)44 Objection). Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Kahane, Jeff) (Entered: 08/02/2023)
08/04/2023	50	Reply *Brief in Support of Motion to Intervene* (RE: related document(s)15 Motion to Intervene). Filed by Creditor Committee Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 08/04/2023)

08/04/2023	51	Declaration of Gabrielle Albert in Support of *Reply Brief in Support of Motion to Intervene* (RE: related document(s)15 Motion to Intervene, 50 Reply). Filed by Creditor Committee Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 08/04/2023)
08/04/2023	52	BNC Certificate of Mailing (RE: related document(s) 46 Notice of Zoom Hearing). Notice Date 08/04/2023. (Admin.) (Entered: 08/04/2023)
08/08/2023		Hearing Held. Minutes of Proceeding: Matter taken under submission. If needed, Court will set another hearing. (RE: related document(s) 15 Motion to Intervene). (cf) (Entered: 08/08/2023)
08/08/2023	53	The Audio File attached to the PDF includes several hearings. Court Date & Time [8/8/2023 9:00:02 AM]. File Size [145722 KB]. Run Time [02:31:48]. (admin). (Entered: 08/08/2023)
08/10/2023	54	Amended Corporate Ownership Statement. . Filed by Defendant Pacific Employers Insurance (Rinehart, Karen) (Entered: 08/10/2023)
08/11/2023	55	Certificate of Service (RE: related document(s)54 Corporate Ownership Statement). Filed by Defendant Pacific Employers Insurance (Rinehart, Karen) (Entered: 08/11/2023)
08/11/2023	56	Transcript regarding Hearing Held 8/8/2023 RE: Status Conference. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. Until that time the transcript may be viewed at the Bankruptcy Court or a copy may be obtained from the official court transcriber, 800-257-0885. . Notice of Intent to Request Redaction Deadline Due By 8/18/2023. Redaction Request Due By 09/1/2023. Redacted Transcript Submission Due By 09/11/2023. Transcript access will be restricted through 11/9/2023. (Gottlieb, Jason) (Entered: 08/11/2023)
08/13/2023	57	BNC Certificate of Mailing (RE: related document(s) 56 Transcript). Notice Date 08/13/2023. (Admin.) (Entered: 08/13/2023)
08/15/2023	58	Notice of Appearance and Request for Notice by Jeffrey D. Prol. Filed by Creditor Committee Official Committee of Unsecured Creditors (Prol, Jeffrey) (Entered: 08/15/2023)
08/16/2023		Returned Mail: Mail originally sent on 08/04/2023 returned as undeliverable. Returned Mail: The following order sent to Aetna Insurance Company c/o CT Corporation System Attn: Jere Keprios 818 W 7th Street Suite 930 Los Angeles, CA 90017-3476 on 08/04/2023 was returned as undeliverable: Notice of Zoom Hearing (ADI Administrator court); Returned Mail: The following order sent to CNA Insurance Company c/o CT Corporation System Attn: Jere Keprios 818 W 7th Street Suite 930 Los Angeles, CA 90017-3476 on 08/04/2023 was returned as undeliverable: Notice of Zoom Hearing (ADI Administrator court); (Entered: 08/16/2023)

08/22/2023	59	***Docket Text Only*** Please take notice that an Oral Ruling Hearing has been scheduled for **8/22/2023 at 01:30 PM in/via Oakland Room 220 - Lafferty.** Parties may appear via Zoom Webinar - www.canb.uscourts.gov/calendars. (RE: related document(s) 15 Motion to Intervene). (cf) (Entered: 08/22/2023)
08/22/2023	60	Clerk's Notice Regarding Zoom Webinar information for an Oral Ruling scheduled for **8/22/2023 at 01:30 PM in Courtroom 220 - Lafferty.** (RE: related document(s) 15 Motion to Intervene filed by Creditor Committee Official Committee of Unsecured Creditors). (cf) (Entered: 08/22/2023)
08/22/2023	61	Transcript Order Form regarding Hearing Date 8/22/2023 (RE: related document(s)15 Motion to Intervene). Filed by Creditor Committee Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 08/22/2023)
08/22/2023		Hearing Held. Minutes of Proceeding: For reasons stated on the record, the Motion to Intervene is granted. Counsel for the Committee to circulate a proposed order to the insurance carriers and the Debtor by 8/25/2023. Any comments due by 9/1/2023. (related document(s): 15 Motion to Intervene filed by Official Committee of Unsecured Creditors) (cf) (Entered: 08/22/2023)
08/22/2023	62	The Audio File attached to the PDF includes several hearings. Court Date & Time [8/22/2023 1:30:02 PM]. File Size [27609 KB]. Run Time [00:57:31]. (admin). (Entered: 08/22/2023)
08/24/2023		Transcript Record Transmittal (Court transcript records have been uploaded) for Order Number: 23-04028-61 Regarding Hearing Date: 8/22/2023. Transcription Service Provider: e-Scribers, Contact Information: sales@escribers.net (RE: related document(s)61 Transcript Order Form (Public Request)). (pw) (Entered: 08/24/2023)
08/24/2023	63	Acknowledgment of Request for Transcript Received on 8/24/2023. (RE: related document(s)61 Transcript Order Form (Public Request)). (Gottlieb, Jason) (Entered: 08/24/2023)
08/25/2023	64	Transcript regarding Hearing Held 8/22/2023 RE: Motions Hearing. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. Until that time the transcript may be viewed at the Bankruptcy Court or a copy may be obtained from the official court transcriber, 800-257-0885. . Notice of Intent to Request Redaction Deadline Due By 9/1/2023. Redaction Request Due By 09/15/2023. Redacted Transcript Submission Due By 09/25/2023. Transcript access will be restricted through 11/27/2023. (Gottlieb, Jason) (Entered: 08/25/2023)
08/25/2023	65	Notice of Voluntary Dismissal *Without Prejudice of Ace Limited* Case Management Action due after 09/8/2023. Filed by Plaintiff The Roman Catholic Bishop of Oakland. (Ridley, Eileen) (Entered: 08/25/2023)
08/25/2023	66	Notice of Voluntary Dismissal *of Insurance Company of America without prejudice* Case Management Action due after 09/8/2023. Filed by Plaintiff The Roman Catholic Bishop of Oakland. (Ridley, Eileen) (Entered: 08/25/2023)

08/27/2023	67	BNC Certificate of Mailing (RE: related document(s) 64 Transcript). Notice Date 08/27/2023. (Admin.) (Entered: 08/27/2023)
08/31/2023	68	Joint Stipulation to Extend Time *to Respond to Adversary Complaint* Filed by Defendant Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB). (Hehir, Elizabeth) (Entered: 08/31/2023)
08/31/2023	69	Motion *To Dismiss The First Amended Complaint For Breach Of Contract And Declaratory Judgment Relief* Filed by Defendant CNA Insurance Company. (Attachments: # 1 Memorandum of Points and Authorities) (Plevin, Mark) (Entered: 08/31/2023)
08/31/2023	70	Notice of Hearing *on Motion to Dismiss The First Amended Complaint For Breach Of Contract And Declaratory Judgment Relief* (RE: related document(s)69 Motion Miscellaneous Relief filed by Defendant CNA Insurance Company). **Hearing scheduled for 10/18/2023 at 10:30 AM in/via Oakland Room 220 - Lafferty.** Filed by Defendant CNA Insurance Company. (Plevin, Mark) (Entered: 08/31/2023)
08/31/2023	71	Jury Demand by Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061. Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Reinhardt, Nathan) (Entered: 08/31/2023)
08/31/2023	72	Certificate of Service . Filed by Defendant CNA Insurance Company (Plevin, Mark). Related document(s) 69 Motion *To Dismiss The First Amended Complaint For Breach Of Contract And Declaratory Judgment Relief* filed by Defendant CNA Insurance Company, 70 Notice of Hearing filed by Defendant CNA Insurance Company. Modified on 9/1/2023 (pw). (Entered: 08/31/2023)
08/31/2023	73	Notice Regarding Zoom Webinar Information for In-Person Hearing Scheduled on **9/6/2023 at 10:30 AM in Courtroom 220 - Lafferty** (RE: related document(s)3 Summons Issued). (cf) (Entered: 08/31/2023)
08/31/2023	74	Motion to Dismiss Adversary Proceeding */ Or for a More Definite Statement* Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company. (Rinehart, Karen) DEFECTIVE ENTRY: Notice of Hearing or Opportunity for Hearing must be filed separately. Modified on 9/1/2023 (pw). (Entered: 08/31/2023)
08/31/2023	75	Certificate of Service (RE: related document(s)74 Motion to Dismiss Adversary Proceeding). Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 08/31/2023)
09/01/2023	76	Certificate of Service (RE: related document(s)71 Jury Demand). Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Reinhardt, Nathan) (Entered: 09/01/2023)
09/01/2023	77	Disclosure Statement *(with COS attached)* Filed by Defendant CNA Insurance Company. (Plevin, Mark) (Entered: 09/01/2023)

09/01/2023	78	Answer to Complaint Filed by Travelers Casualty & Surety Company. (Wolf, Alyssa) (Entered: 09/01/2023)
09/01/2023	79	Corporate Ownership Statement. . Filed by Creditor Travelers Casualty & Surety Company (Wolf, Alyssa) (Entered: 09/01/2023)
09/01/2023	80	Application for Admission of Attorney Pro Hac Vice *Harris B. Winsberg*. Fee Amount $317 (Winsberg, Harris) (Entered: 09/01/2023)
09/01/2023		Receipt of filing fee for Application for Admission of Attorney Pro Hac Vice(23-04028) [motion,mprohac] (317.00). Receipt number A32740490, amount $ 317.00 (re: Doc# 80 Application for Admission of Attorney Pro Hac Vice *Harris B. Winsberg*. Fee Amount $317) (U.S. Treasury) (Entered: 09/01/2023)
09/01/2023	81	Application for Admission of Attorney Pro Hac Vice *Todd C. Jacobs*. Fee Amount $317 (Jacobs, Todd) (Entered: 09/01/2023)
09/01/2023		Receipt of filing fee for Application for Admission of Attorney Pro Hac Vice(23-04028) [motion,mprohac] (317.00). Receipt number A32740518, amount $ 317.00 (re: Doc# 81 Application for Admission of Attorney Pro Hac Vice *Todd C. Jacobs*. Fee Amount $317) (U.S. Treasury) (Entered: 09/01/2023)
09/01/2023	82	Application for Admission of Attorney Pro Hac Vice *John E. Bucheit*. Fee Amount $317 (Bucheit, John) (Entered: 09/01/2023)
09/01/2023		Receipt of filing fee for Application for Admission of Attorney Pro Hac Vice(23-04028) [motion,mprohac] (317.00). Receipt number A32740546, amount $ 317.00 (re: Doc# 82 Application for Admission of Attorney Pro Hac Vice *John E. Bucheit*. Fee Amount $317) (U.S. Treasury) (Entered: 09/01/2023)
09/01/2023	83	Application for Admission of Attorney Pro Hac Vice *Matthew M. Weiss*. Fee Amount $317 (Weiss, Matthew) (Entered: 09/01/2023)
09/01/2023		Receipt of filing fee for Application for Admission of Attorney Pro Hac Vice(23-04028) [motion,mprohac] (317.00). Receipt number A32740575, amount $ 317.00 (re: Doc# 83 Application for Admission of Attorney Pro Hac Vice *Matthew M. Weiss*. Fee Amount $317) (U.S. Treasury) (Entered: 09/01/2023)
09/01/2023	84	Objection *to the Committee's Proposed Intervention Order*. Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Attachments: # 1 Declaration # 2 Exhibit A # 3 Exhibit B # 4 Certificate of Service) (Reinhardt, Nathan). Related document(s) 15 Motion to Intervene filed by Creditor Committee Official Committee of Unsecured Creditors. Modified on 9/5/2023 (pw). (Entered: 09/01/2023)
09/01/2023	85	Notice Regarding *Appearance and Request for Service of Notices and Papers* Filed by Defendant Westport Insurance Corporation f/k/a Employers Reinsurance Corporation. (Roberts, Matthew) (Entered: 09/01/2023)
09/01/2023	86	Corporate Ownership Statement. Corporate Parent, Swiss Re America Holding Corporation, Swiss Re Solutions Holding Corporation, Swiss Reinsurance Company Ltd. added to the case. . Filed by Defendant Westport Insurance Corporation f/k/a Employers Reinsurance Corporation (Curet, Blaise) (Entered:

		09/01/2023)
09/05/2023	87	Response *to the Insurers' Objection to the Committee's Proposed Intervention Order* (RE: related document(s)84 Objection). Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Declaration of Jesse Bair in Support of the Committee's Response to the Insurers' Objection to the Committee's Proposed Intervention Order # 2 Exhibit A # 3 Exhibit B # 4 Exhibit C) (Albert, Gabrielle). Related document(s) 15 Motion to Intervene filed by Creditor Committee Official Committee of Unsecured Creditors. Modified on 9/6/2023 (pw). (Entered: 09/05/2023)
09/05/2023	88	Corporate Ownership Statement. Corporate Parent, Crum & Forster Holdings Corp., FFHL Group Ltd, Fairfax (US) Inc., Fairfax Financial Holdings Limited added to the case. . Filed by Defendant United States Fire Insurance (Wall, Travis) (Entered: 09/05/2023)
09/06/2023	89	Transcript Order Form regarding Hearing Date 9/6/2023. Filed by Creditor Committee Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 09/06/2023)
09/06/2023		Hearing Continued (related document(s): 2 Amended Complaint filed by The Roman Catholic Bishop of Oakland) Minutes of Proceeding: Parties to continue with ongoing discussions regarding the issues raised on the record. **Scheduling Conference Continued to 09/26/2023 at 09:30 AM in/via Oakland Room 220 - Lafferty.** (cf) (Entered: 09/06/2023)
09/06/2023	90	Notice of Hearing (RE: related document(s)74 Motion to Dismiss Adversary Proceeding / *Or for a More Definite Statement* Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company. (Rinehart, Karen) DEFECTIVE ENTRY: Notice of Hearing or Opportunity for Hearing must be filed separately. Modified on 9/1/2023 (pw).). **Hearing scheduled for 10/18/2023 at 10:30 AM in/via Oakland Room 220 - Lafferty.** Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity (Rinehart, Karen) (Entered: 09/06/2023)
09/06/2023	91	The Audio File attached to the PDF includes several hearings. Court Date & Time [9/6/2023 10:30:02 AM]. File Size [33700 KB]. Run Time [01:10:12]. (admin). (Entered: 09/06/2023)
09/06/2023	92	Certificate of Service (RE: related document(s)74 Motion to Dismiss Adversary Proceeding, 90 Notice of Hearing). Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 09/06/2023)
09/07/2023	93	Order Granting Application for Admission of Attorney Pro Hac Vice (Related Doc # 80). (cf) (Entered: 09/07/2023)
09/07/2023	94	Order Granting Application for Admission of Attorney Pro Hac Vice (Related Doc # 81). (cf) (Entered: 09/07/2023)
09/07/2023	95	Order Granting Application for Admission of Attorney Pro Hac Vice (Related Doc # 82). (cf) (Entered: 09/07/2023)

09/07/2023	96	Order Granting Application for Admission of Attorney Pro Hac Vice (Related Doc # 83). (cf) (Entered: 09/07/2023)
09/07/2023	97	Order Granting the Official Committee of Unsecured Creditors' Motion to Intervene (Related Doc # 15). (cf) (Entered: 09/07/2023)
09/09/2023		Transcript Record Transmittal (Court transcript records have been uploaded) for Order Number: 23-04028-89 Regarding Hearing Date: 9/6/2023. Transcription Service Provider: e-Scribers, Contact Information: sales@escribers.net (RE: related document(s)89 Transcript Order Form (Public Request)). (pw) (Entered: 09/09/2023)
09/11/2023	98	Acknowledgment of Request for Transcript Received on 9/11/2023. (RE: related document(s)89 Transcript Order Form (Public Request)). (Gottlieb, Jason) (Entered: 09/11/2023)
09/11/2023	99	Application for Admission of Attorney Pro Hac Vice . Fee Amount $317. (Attachments: # 1 Proposed Order-FRBP 4001) (pw) (Entered: 09/11/2023)
09/11/2023		Receipt of Pro Hac Vice Fee. Amount 317.00 from Parker Hudson. Receipt Number 41000004. (admin) (Entered: 09/12/2023)
09/12/2023	100	Transcript regarding Hearing Held 9/6/2023 RE: Motion Hearing. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. Until that time the transcript may be viewed at the Bankruptcy Court or a copy may be obtained from the official court transcriber, 800-257-0885. . Notice of Intent to Request Redaction Deadline Due By 9/19/2023. Redaction Request Due By 10/3/2023. Redacted Transcript Submission Due By 10/13/2023. Transcript access will be restricted through 12/11/2023. (Gottlieb, Jason) (Entered: 09/12/2023)
09/13/2023	101	Stipulation, Extension of Time for CIGA to Answer or Otherwise Respond to the First Amended Complaint Filed by Plaintiff The Roman Catholic Bishop of Oakland. (Attachments: # 1 Exhibit A - [Proposed] Order) (Ridley, Eileen) (Entered: 09/13/2023)
09/14/2023	102	Stipulation, - Stipulation for Extension of Time to Respond to First Amended Complaint for Breach of Contract and Declaratory Judgment Relief Filed by Defendant Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB). (Hehir, Elizabeth) (Entered: 09/14/2023)
09/14/2023	103	BNC Certificate of Mailing (RE: related document(s) 100 Transcript). Notice Date 09/14/2023. (Admin.) (Entered: 09/14/2023)
09/15/2023	104	Order Granting Application for Admission of Attorney Pro Hac Vice (Related Doc # 99). (cf) (Entered: 09/15/2023)
09/26/2023	105	Transcript Order Form regarding Hearing Date 9/26/2023 (RE: related document(s)2 Amended Complaint). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 09/26/2023)

09/26/2023	106	Motion to Dismiss Party Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 09/26/2023)
09/26/2023	107	Motion *Request for Judicial Notice* Filed by Defendant California Insurance Guarantee Association. (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit) (Compean, Michael) (Entered: 09/26/2023)
09/26/2023		Hearing Continued (related document(s): 2 Amended Complaint filed by The Roman Catholic Bishop of Oakland) Minutes of Proceeding: Matter continued pending the Motions to Dismiss and the proceedings in the main bankruptcy case #23-40523. **Scheduling Conference Continued to 10/18/2023 at 10:30 AM in/via Oakland Room 220 - Lafferty.** (cf) (Entered: 09/26/2023)
09/26/2023	108	The Audio File attached to the PDF includes several hearings. Court Date & Time [9/26/2023 9:30:01 AM]. File Size [70338 KB]. Run Time [02:26:32]. (admin). (Entered: 09/26/2023)
09/27/2023	109	Notice of Hearing (RE: related document(s)106 Motion to Dismiss Party filed by Defendant California Insurance Guarantee Association, 107 Motion Miscellaneous Relief filed by Defendant California Insurance Guarantee Association). **Hearing scheduled for 11/8/2023 at 10:30 AM in/via Oakland Room 220 - Lafferty.** Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 09/27/2023)
09/28/2023		Transcript Record Transmittal (Court transcript records have been uploaded) for Order Number: 23-04028-105 Regarding Hearing Date: 9/26/2023. Transcription Service Provider: e-Scribers, Contact Information: sales@escribers.net (RE: related document(s)105 Transcript Order Form (Public Request) filed by Plaintiff Official Committee of Unsecured Creditors). (pw) (Entered: 09/28/2023)
09/28/2023	110	Acknowledgment of Request for Transcript Received on 9/28/2023. (RE: related document(s)105 Transcript Order Form (Public Request)). (Gottlieb, Jason) (Entered: 09/28/2023)
09/28/2023	111	Stipulation, for Extension of Time to Respond to First Amended Complaint *for Breach of Contract and Declaratory Judgment Relief* Filed by Defendant Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB) (RE: related document(s)102 Stipulation for Miscellaneous Relief filed by Defendant Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB)). (Hehir, Elizabeth) (Entered: 09/28/2023)
09/29/2023	112	Transcript regarding Hearing Held 9/26/2023 RE: Proceedings. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. Until that time the transcript may be viewed at the Bankruptcy Court or a copy may be obtained from the official court transcriber, eScribers, LLC. . Notice of Intent to Request Redaction Deadline Due By 10/6/2023. Redaction Request Due By 10/20/2023. Redacted Transcript Submission Due By 10/30/2023. Transcript access will be restricted through 12/28/2023. (Gottlieb, Jason) (Entered: 09/29/2023)
10/01/2023	113	BNC Certificate of Mailing (RE: related document(s) 112 Transcript). Notice Date 10/01/2023. (Admin.) (Entered: 10/01/2023)

10/04/2023	114	Response *to the Insurers' Motions to Dismiss* (RE: related document(s)69 Motion Miscellaneous Relief, 74 Motion to Dismiss Adversary Proceeding). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 10/04/2023)
10/04/2023	115	Brief/Memorandum in Opposition to (RE: related document(s)74 Motion to Dismiss Adversary Proceeding). Filed by Plaintiff The Roman Catholic Bishop of Oakland (Ridley, Eileen) (Entered: 10/04/2023)
10/04/2023	116	Request To Take Judicial Notice *in Support of Opposition to Certain Insurers' Motions to Dismiss* (RE: related document(s)115 Opposition Brief/Memorandum). Filed by Plaintiff The Roman Catholic Bishop of Oakland (Attachments: # 1 Exhibit A) (Ridley, Eileen). Related document(s) 74 Motion to Dismiss Adversary Proceeding / *Or for a More Definite Statement* filed by Defendant Insurance Company of North America, Defendant Westchester Fire Insurance Company, Defendant Pacific Indemnity, Defendant Pacific Employers Insurance. Modified on 10/4/2023 (pw). (Entered: 10/04/2023)
10/04/2023	117	Brief/Memorandum in Opposition to (RE: related document(s)69 Motion Miscellaneous Relief). Filed by Plaintiff The Roman Catholic Bishop of Oakland (Ridley, Eileen) (Entered: 10/04/2023)
10/10/2023	118	Notice of Voluntary Dismissal *Without Prejudice of Defendant Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB) (Beazley)* Case Management Action due after 10/24/2023. Filed by Plaintiff The Roman Catholic Bishop of Oakland. (Ridley, Eileen) (Entered: 10/10/2023)
10/11/2023	119	Notice of Appearance and Request for Notice by Jullian Sekona. Filed by Plaintiff Official Committee of Unsecured Creditors (Sekona, Jullian) (Entered: 10/11/2023)
10/11/2023	120	Reply *In Support of Their Motion to Dismiss the First Amended Complaint for Breach of Contract and Declaratory Judgment Relief (w/COS)* (RE: related document(s)69 Motion Miscellaneous Relief). Filed by Defendant CNA Insurance Company (Plevin, Mark) (Entered: 10/11/2023)
10/11/2023	121	Request To Take Judicial Notice / *MOVING INSURERS' REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION TO DISMISS OR FOR A MORE DEFINITE STATEMENT*. Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Attachments: # 1 Exhibit A # 2 Exhibit B) (Rinehart, Karen). Related document(s) 74 Motion to Dismiss Adversary Proceeding / *Or for a More Definite Statement* filed by Defendant Insurance Company of North America, Defendant Westchester Fire Insurance Company, Defendant Pacific Indemnity, Defendant Pacific Employers Insurance. Modified on 10/12/2023 (pw). (Entered: 10/11/2023)
10/11/2023	122	Reply *MEMORANDUM IN FURTHER SUPPORT OF MOTION TO DISMISS OR FOR A MORE DEFINITE STATEMENT* (RE: related document(s)74 Motion to Dismiss Adversary Proceeding). Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 10/11/2023)

10/12/2023	123	Case Management Conference Statement */Plaintiff's Rule 26 Case Management Statement*. Filed by Plaintiff The Roman Catholic Bishop of Oakland (Ridley, Eileen) (Entered: 10/12/2023)
10/13/2023	124	Motion for Protective Order Filed by Plaintiff The Roman Catholic Bishop of Oakland. (Attachments: # 1 Proposed Order-FRBP 4001 /Ex. A # 2 Exhibit B) (Ridley, Eileen) (Entered: 10/13/2023)
10/13/2023	125	Declaration of Matthew D. Lee in in Support of (RE: related document(s)124 Motion for Protective Order). Filed by Plaintiff The Roman Catholic Bishop of Oakland (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F) (Ridley, Eileen) (Entered: 10/13/2023)
10/13/2023	126	Ex Parte Motion to Shorten Time Filed by Plaintiff The Roman Catholic Bishop of Oakland (RE: related document(s)124 Motion for Protective Order filed by Plaintiff The Roman Catholic Bishop of Oakland). (Attachments: # 1 Declaration of Shane J. Moses # 2 Proposed Order-FRBP 4001 /Ex. A) (Moses, Shane) (Entered: 10/13/2023)
10/17/2023	127	Certificate of Service *re 1) RCBO's Response and Opposition to Pacific Indemnity Company, Century Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company, and Westchester Fire Insurance Company's Motion to Dismiss or for More Definite Statement; 2) RCBO's Request for Judicial Notice in Support of Opposition to Certain Insurers' Motions to Dismiss; and 3) Debtor's Opposition to Certain Excess Insurers' Motion to Dismiss the First Amended Complaint for Breach of Contract and Declaratory Judgment Relief* Filed by Other Prof. Kurtzman Carson Consultants LLC (related document(s)115 Opposition Brief/Memorandum, 116 Request To Take Judicial Notice, 117 Opposition Brief/Memorandum). (Gershbein, Evan) (Entered: 10/17/2023)
10/17/2023	128	Certificate of Service *re Rule 26 Case Management Statement [Plaintiff/Debtors Submission]* Filed by Other Prof. Kurtzman Carson Consultants LLC (related document(s)123 Case Management Conference Statement). (Gershbein, Evan) (Entered: 10/17/2023)
10/18/2023	129	Transcript Order Form regarding Hearing Date 10/18/2023 (RE: related document(s)69 Motion Miscellaneous Relief, 74 Motion to Dismiss Adversary Proceeding, 90 Notice of Hearing). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 10/18/2023)
10/18/2023	130	Case Management Conference Statement *(Insurer Defendants Rule 26(f) Case Management Statement)*. Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 10/18/2023)
10/18/2023		Hearing Held. Minutes of Proceeding: Regarding the two Motions to Dismiss, the matters are taken under submission. The **Scheduling Conference will be continued to 11/17/2023 at 09:00 AM in/via Oakland Room 220 - Lafferty.** Any joint or individual reports to be filed by 11/10/2023. (related document(s): 2 Amended Complaint, 69 Motion to Dismiss the First Amended Complaint For Breach Of Contract And Declaratory Judgment Relief, 74 Motion to Dismiss Adversary Proceeding, or for a More Definite Statement) (cf) (Entered: 10/18/2023)

10/18/2023	131	The Audio File attached to the PDF includes several hearings. Court Date & Time [10/18/2023 10:30:14 AM]. File Size [79803 KB]. Run Time [02:46:15]. (admin). (Entered: 10/18/2023)
10/19/2023	132	Certificate of Service *re 1) Plaintiff's Motion for Entry of Protective Order; 2) Declaration of Matthew D. Lee in Support of Plaintiff's Motion for Entry of Protective Order; and 3) Ex Parte Application for Order Shortening Time for Notice of Hearing on Plaintiff's Motion for Entry of Protective Order* Filed by Other Prof. Kurtzman Carson Consultants LLC (related document(s)124 Motion for Protective Order, 125 Declaration, 126 Motion to Shorten Time). (Gershbein, Evan) (Entered: 10/19/2023)
10/20/2023		Transcript Record Transmittal (Court transcript records have been uploaded) for Order Number: 23-04028-129 Regarding Hearing Date: 10/18/2023. Transcription Service Provider: e-Scribers, Contact Information: sales@escribers.net (RE: related document(s)129 Transcript Order Form (Public Request)). (pw) (Entered: 10/20/2023)
10/23/2023	133	Acknowledgment of Request for Transcript Received on 10/23/2023. (RE: related document(s)129 Transcript Order Form (Public Request)). (Gottlieb, Jason) (Entered: 10/23/2023)
10/24/2023	134	Transcript regarding Hearing Held 10/18/2023 RE: MOTION TO DISMISS. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. Until that time the transcript may be viewed at the Bankruptcy Court or a copy may be obtained from the official court transcriber, eScribers LLC. . Notice of Intent to Request Redaction Deadline Due By 10/31/2023. Redaction Request Due By 11/14/2023. Redacted Transcript Submission Due By 11/27/2023. Transcript access will be restricted through 01/22/2024. (Gottlieb, Jason) (Entered: 10/24/2023)
10/24/2023	135	Joinder *to Debtor's Motion for Protective Order* (RE: related document(s)124 Motion for Protective Order). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 10/24/2023)
10/25/2023	136	Brief/Memorandum in Opposition to (RE: related document(s)106 Motion to Dismiss Party). Filed by Plaintiff The Roman Catholic Bishop of Oakland (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27) (Ridley, Eileen) (Entered: 10/25/2023)
10/25/2023	137	Joinder *of the Official Committee of Unsecured Creditors to Debtor's Opposition to CIGA's Motion to Dismiss or for a More Definitive Statement* (RE: related document(s)106 Motion to Dismiss Party, 136 Opposition Brief/Memorandum). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 10/25/2023)

10/25/2023	138	Statement of Michael Kaplan re Proposed Scheduling Order (RE: related document(s)124 Motion for Protective Order). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 10/25/2023)
10/26/2023	139	Response *to Certification of Michal A. Kaplan in Support of Proposed Scheduling Order* (RE: related document(s)138 Statement). Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity (Rinehart, Karen) (Entered: 10/26/2023)
10/26/2023	140	BNC Certificate of Mailing (RE: related document(s) 134 Transcript). Notice Date 10/26/2023. (Admin.) (Entered: 10/26/2023)
10/30/2023	141	Certificate of Service *re Debtor's Opposition to Motion of Defendant California Insurance Guarantee Association to Dismiss Adversarial Complaint or Alternatively for a More Definite Statement* Filed by Other Prof. Kurtzman Carson Consultants LLC (related document(s)136 Opposition Brief/Memorandum). (Gershbein, Evan) (Entered: 10/30/2023)
11/01/2023	142	Notice of Appearance and Request for Notice by Betty Luu. Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Luu, Betty) (Entered: 11/01/2023)
11/01/2023	143	Motion to Dismiss Party *Reply* Filed by Defendant California Insurance Guarantee Association. (Compean, Michael). Related document(s) 106 Motion to Dismiss Party filed by Defendant California Insurance Guarantee Association. Modified on 11/2/2023 (pw). (Entered: 11/01/2023)
11/02/2023	144	Scheduling Order (RE: related document(s)2 Amended Complaint, 69 Motion Miscellaneous Relief, 74 Motion to Dismiss Adversary Proceeding, 124 Motion for Protective Order, 138 Statement). **Hearings Continued to 11/14/2023 at 09:00 AM Oakland Room 220 - Lafferty.** (cf). (Entered: 11/02/2023)
11/03/2023	145	Objection */ Insurers' Objection to Plaintiff's Motion for Entry of Protective Order* (RE: related document(s)124 Motion for Protective Order, 135 Joinder). Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 11/03/2023)
11/08/2023	146	Transcript Order Form regarding Hearing Date 11/8/2023 (RE: related document(s)106 Motion to Dismiss Party, 107 Motion Miscellaneous Relief). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 11/08/2023)
11/08/2023	147	The Audio File attached to the PDF includes several hearings. Court Date & Time [11/8/2023 10:30:05 AM]. File Size [32218 KB]. Run Time [01:07:07]. (admin). (Entered: 11/08/2023)

11/08/2023		Hearing Held. Minutes of Proceeding: For reasons stated on the record, the Motion to Dismiss is granted. Counsel for Plaintiff to amend the 1st and 2nd causes of action. The amendments are due by 11/28/2023. (related document(s): 106 Motion to Dismiss Party filed by California Insurance Guarantee Association, 107 Motion Miscellaneous Relief filed by California Insurance Guarantee Association) (cf) (Entered: 11/09/2023)
11/09/2023	148	Reply *Reply in Support of Plaintiffs Motion For Entry of Protective Order* (RE: related document(s)124 Motion for Protective Order, 145 Objection). Filed by Plaintiff The Roman Catholic Bishop of Oakland (Moses, Shane) (Entered: 11/09/2023)
11/10/2023	149	Case Management Conference Statement *(Rule 26(f)*. Filed by Creditor Travelers Casualty & Surety Company (Haevernick, Joshua) (Entered: 11/10/2023)
11/10/2023	150	Case Management Conference Statement *Revised Rule 26 Case Management Statement [Plaintiff/Debtors Submission] for November 14, 2023, Scheduling Conference*. Filed by Plaintiff The Roman Catholic Bishop of Oakland (Moses, Shane) (Entered: 11/10/2023)
11/10/2023	151	Amended Case Management Conference Statement *Insurer Defendants Amended Rule 26(F) Case Managment Statement*. Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 11/10/2023)
11/14/2023	152	Transcript Order Form regarding Hearing Date 11/14/2023 (RE: related document(s)124 Motion for Protective Order). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 11/14/2023)
11/14/2023	153	The Audio File attached to the PDF includes several hearings. Court Date & Time [11/14/2023 9:00:01 AM]. File Size [109429 KB]. Run Time [03:47:59]. (admin). (Entered: 11/14/2023)
11/14/2023		Hearing Held. Minutes of Proceeding: For reasons stated on the record, both the Primary and Excess Insurers' Motions to Dismiss are granted with leave to amend. Counsel for Plaintiff to file an amended complaint by 12/18/2023 consistent with the directions and terms discussed during the hearing. Any responses to the amended complaint are due by 1/16/2024. Regarding the protective order, Mr. Schiavoni to submit an order that incorporates the additonal terms and language raised on the record. Parties to meet and confer re: discovery and case related deadlines and update the Court. (related document(s): 69 Motion Miscellaneous Relief filed by CNA Insurance Company, 74 Motion to Dismiss Adversary Proceeding filed by Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company, 124 Motion for Protective Order filed by The Roman Catholic Bishop of Oakland) (cf) (Entered: 11/15/2023)
11/16/2023		Transcript Record Transmittal (Court transcript records have been uploaded) for Order Number: 23-04028-146 Regarding Hearing Date: 11/8/2023. Transcription Service Provider: e-Scribers, Contact Information: sales@escribers.net (RE: related document(s)146 Transcript Order Form (Public Request) filed by Plaintiff Official Committee of Unsecured Creditors). (pw) (Entered: 11/16/2023)

11/16/2023	154	Acknowledgment of Request for Transcript Received on 11/16/2023. (RE: related document(s)146 Transcript Order Form (Public Request)). (Gottlieb, Jason) (Entered: 11/16/2023)
11/17/2023	155	Transcript regarding Hearing Held 11/8/2023 RE: Motion Hearing. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. Until that time the transcript may be viewed at the Bankruptcy Court or a copy may be obtained from the official court transcriber, 256-529-4538. . Notice of Intent to Request Redaction Deadline Due By 11/27/2023. Redaction Request Due By 12/8/2023. Redacted Transcript Submission Due By 12/18/2023. Transcript access will be restricted through 02/15/2024. (Gottlieb, Jason) (Entered: 11/17/2023)
11/17/2023		Transcript Record Transmittal (Court transcript records have been uploaded) for Order Number: 23-04028-152 Regarding Hearing Date: 11/14/2023. Transcription Service Provider: e-Scribers, Contact Information: sales@escribers.net (RE: related document(s)152 Transcript Order Form (Public Request) filed by Plaintiff Official Committee of Unsecured Creditors). (pw) (Entered: 11/17/2023)
11/17/2023	156	Acknowledgment of Request for Transcript Received on 11/17/2023. (RE: related document(s)152 Transcript Order Form (Public Request)). (Gottlieb, Jason) (Entered: 11/17/2023)
11/19/2023	157	BNC Certificate of Mailing (RE: related document(s) 155 Transcript). Notice Date 11/19/2023. (Admin.) (Entered: 11/19/2023)
11/20/2023	158	Transcript regarding Hearing Held 11/14/2023 RE: Motion Hearing. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. Until that time the transcript may be viewed at the Bankruptcy Court or a copy may be obtained from the official court transcriber, 800-257-0885. . Notice of Intent to Request Redaction Deadline Due By 11/27/2023. Redaction Request Due By 12/11/2023. Redacted Transcript Submission Due By 12/21/2023. Transcript access will be restricted through 02/20/2024. (Gottlieb, Jason) (Entered: 11/20/2023)
11/23/2023	159	BNC Certificate of Mailing (RE: related document(s) 158 Transcript). Notice Date 11/23/2023. (Admin.) (Entered: 11/23/2023)
12/12/2023	160	Document: / *CERTIFICATION of COUNSEL Regarding Order Granting Insurers' Motion to Dismiss*. (RE: related document(s)69 Motion Miscellaneous Relief, 74 Motion to Dismiss Adversary Proceeding. Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen). Modified on 12/12/2023 (pw). (Entered: 12/12/2023)
12/18/2023	161	Amended Complaint */Second Amended Complaint for Declaratory Judgment Relief, Breach of Contract, and Breach of Statutory Duty* by Eileen Ridley on behalf of The Roman Catholic Bishop of Oakland against Travelers Casualty & Surety Company, Westport Insurance Corporation, Continental Casualty Company, California Insurance Guarantee Association, Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, United States Fire Insurance, Westchester Fire Insurance Company. Added the following nature of suit(s): Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy);Declaratory judgment; (Attachments: # 1 Exhibit A)

		(Ridley, Eileen) (Entered: 12/18/2023)
01/08/2024	162	Notice Regarding *of Appearance and Request for Notice* Filed by Defendant Westport Insurance Corporation f/k/a Employers Reinsurance Corporation. (Roberts, Matthew) (Entered: 01/08/2024)
01/12/2024	163	Amended Complaint */Third Amended Complaint for Declaratory Judgment Relief, Breach of Contract, and Breach of Statutory Duty* by Eileen Ridley on behalf of The Roman Catholic Bishop of Oakland against Certain Underwriters at Lloyds, London, Subscribing Severally and Not Jointly to Slip Nos. CU 1001 and K 66034 Issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 Is, California Insurance Guarantee Association, Continental Casualty Company, Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Travelers Casualty & Surety Company, United States Fire Insurance, Westchester Fire Insurance Company, Westport Insurance Corporation. (Attachments: # 1 Exhibit A) (Ridley, Eileen) (Entered: 01/12/2024)
01/25/2024	164	Answer to Complaint *(Third Amended)* Filed by Travelers Casualty & Surety Company. (Haevernick, Joshua) (Entered: 01/25/2024)
01/26/2024	165	Answer to Complaint *Third Amended for Breach of Contract, Declaratory Judgment Relief and Breach of Statutory Duty; Affirmative Defenses; Demand for Jury Trial* Filed by Westport Insurance Corporation f/k/a Employers Reinsurance Corporation. (Curet, Blaise) (Entered: 01/26/2024)
01/26/2024	166	First Notice of Hearing (RE: related document(s)1 Complaint filed by Plaintiff The Roman Catholic Bishop of Oakland). **Hearing scheduled for 3/13/2024 at 10:30 AM in/via Oakland Room 220 - Lafferty.** Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 01/26/2024)
01/26/2024	167	Second Motion to Dismiss Party Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 01/26/2024)
01/26/2024	168	Second Motion to Dismiss Adversary Proceeding *Request for Judicial Notice* Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 01/26/2024)
01/26/2024	169	Second Motion to Dismiss Party *Exhibits #1 #2 #3 to Request for Judicial Notice* Filed by Defendant California Insurance Guarantee Association. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3) (Compean, Michael) (Entered: 01/26/2024)
01/26/2024	170	Second Motion to Dismiss Party *Proposed Order for Motion to Dismiss* Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 01/26/2024)
01/26/2024	171	Motion to Dismiss Adversary Proceeding , Motion for More Definite Statement Filed by Defendant California Insurance Guarantee Association. (Attachments: # 1 Request for Judicial Notice # 2 Exhibit Exhibit 1 # 3 Exhibit Exhibit 2 # 4 Exhibit Exhibit 3 # 5 Proposed Order-FRBP 4001) (Compean, Michael) (Entered: 01/26/2024)

01/26/2024	172	Notice of Hearing (RE: related document(s)171 Motion to Dismiss Adversary Proceeding filed by Defendant California Insurance Guarantee Association, Motion for More Definite Statement). **Hearing scheduled for 3/13/2024 at 10:30 AM in/via Oakland Room 220 - Lafferty.** Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 01/26/2024)
01/26/2024	173	Motion to Dismiss Adversary Proceeding *Third Amended Complaint* Filed by Defendant Continental Casualty Company. (Attachments: # 1 Memorandum of Points and Authorities) (Plevin, Mark) (Entered: 01/26/2024)
01/26/2024	174	Notice of Hearing (RE: related document(s)173 Motion to Dismiss Adversary Proceeding filed by Defendant Continental Casualty Company). **Hearing scheduled for 3/27/2024 at 10:30 AM in/via Oakland Room 220 - Lafferty.** Filed by Defendant Continental Casualty Company. (Plevin, Mark) (Entered: 01/26/2024)
01/26/2024	175	Motion to Dismiss Adversary Proceeding Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company. (Attachments: # 1 Memorandum in Support of Motion to Dismiss Third Amended Complaint # 2 Request for Judicial Notice # 3 Exhibit 1 # 4 Exhibit 2 # 5 Exhibit 3 # 6 Exhibit 4 # 7 Exhibit 5 # 8 Exhibit 6 # 9 Exhibit Proposed Order) (Rinehart, Karen) (Entered: 01/26/2024)
01/26/2024	176	Notice of Hearing *on Motion to Dismiss Third Amended Complaint* (RE: related document(s)175 Motion to Dismiss Adversary Proceeding filed by Defendant Insurance Company of North America, Defendant Westchester Fire Insurance Company, Defendant Pacific Indemnity, Defendant Pacific Employers Insurance). **Hearing scheduled for 3/27/2024 at 10:30 AM in/via Oakland Room 220 - Lafferty.** Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company. (Rinehart, Karen) (Entered: 01/26/2024)
01/26/2024	177	Motion to File Redacted Document */to Seal a Certain Exhibit Attached to Request for Judicial Notice* (Attachments: # 1 Exhibit Proposed Order Granting Defendant Moving Insurers Motion to Seal a Certain Exhibit Attached to the Request for Judicial Notice) Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 01/26/2024)
01/26/2024	178	Proposed Redacted Document (RE: related document(s)177 Motion to File Redacted Document filed by Defendant Insurance Company of North America, Defendant Westchester Fire Insurance Company, Defendant Pacific Indemnity, Defendant Pacific Employers Insurance). Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 01/26/2024)
01/29/2024	179	Certificate of Service (RE: related document(s)165 Answer to Complaint). Filed by Defendant Westport Insurance Corporation f/k/a Employers Reinsurance Corporation (Curet, Blaise) (Entered: 01/29/2024)
01/29/2024	180	Notice Regarding *Withdrawal of Docket Entries* (RE: related document(s)167 Motion to Dismiss Party filed by Defendant California Insurance Guarantee Association, 168 Motion to Dismiss Adversary Proceeding filed by Defendant California Insurance Guarantee Association, 169 Motion to Dismiss Party filed by

		Defendant California Insurance Guarantee Association, 170 Motion to Dismiss Party filed by Defendant California Insurance Guarantee Association). Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 01/29/2024)
01/29/2024		Fee Due Motion to Redact Previously Filed Document $ 28 (RE: related document(s)177 Motion to File Redacted Document filed by Defendant Insurance Company of North America, Defendant Westchester Fire Insurance Company, Defendant Pacific Indemnity, Defendant Pacific Employers Insurance). (pw) (Entered: 01/29/2024)
01/30/2024		Receipt of filing fee for Motion to Redact Previously Filed Document(23-04028) (28.00). Receipt number A32991213, amount $ 28.00 (re: Doc# 177 Motion to File Redacted Document */to Seal a Certain Exhibit Attached to Request for Judicial Notice*) (U.S. Treasury) (Entered: 01/30/2024)
01/30/2024	181	Certificate of Service (RE: related document(s)171 Motion to Dismiss Adversary Proceeding, Motion for More Definite Statement). Filed by Defendant California Insurance Guarantee Association (Compean, Michael). Related document(s) 172 Notice of Hearing filed by Defendant California Insurance Guarantee Association. Modified on 1/30/2024 (pw). (Entered: 01/30/2024)
01/30/2024	182	Certificate of Service (RE: related document(s)173 Motion to Dismiss Adversary Proceeding, 174 Notice of Hearing). Filed by Defendant Continental Casualty Company (Plevin, Mark) (Entered: 01/30/2024)
01/30/2024	183	Certificate of Service (RE: related document(s)175 Motion to Dismiss Adversary Proceeding, 176 Notice of Hearing). Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 01/30/2024)
01/30/2024	184	Confidentiality and Protective Order (Related Doc # 124). (cf) (Entered: 02/01/2024)
02/02/2024	185	Motion for Withdrawal of Reference Fee Amount $199. Filed by Defendant Certain Underwriters at Lloyds, London, Subscribing Severally and Not Jointly to Slip Nos. CU 1001 and K 66034 Issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 Is. (Attachments: # 1 Memorandum of Points and Authorities) (Luu, Betty) (Entered: 02/02/2024)
02/02/2024		Receipt of filing fee for Motion for Withdrawal of Reference(23-04028) [motion,mwdref] (199.00). Receipt number A33000320, amount $ 199.00 (re: Doc# 185 Motion for Withdrawal of Reference Fee Amount $199.) (U.S. Treasury) (Entered: 02/02/2024)
02/02/2024	186	Notice Regarding (RE: related document(s)185 Motion for Withdrawal of Reference filed by Defendant Certain Underwriters at Lloyds, London, Subscribing Severally and Not Jointly to Slip Nos. CU 1001 and K 66034 Issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 Is). Filed by Defendant Certain Underwriters at Lloyds, London, Subscribing Severally and Not Jointly to Slip Nos. CU 1001 and K 66034 Issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 Is. (Luu, Betty) (Entered: 02/02/2024)

02/02/2024	187	Certificate of Service (RE: related document(s)185 Motion for Withdrawal of Reference, 186 Notice). Filed by Defendant Certain Underwriters at Lloyds, London, Subscribing Severally and Not Jointly to Slip Nos. CU 1001 and K 66034 Issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 Is (Luu, Betty) (Entered: 02/02/2024)
02/02/2024	188	Motion for Withdrawal of Reference *from Bankruptcy Court to District Court* Fee Amount $199. Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company. (Attachments: # 1 Memorandum of Points and Authorities # 2 Declaration of Justine M. Daniels in Support of Motion to Withdraw the Reference from Bankruptcy Court to District Court # 3 Exhibit 1 # 4 Exhibit 2 # 5 Exhibit 3 # 6 Exhibit 4 # 7 Exhibit 5 # 8 Exhibit 6 # 9 Exhibit 7 # 10 Exhibit 8 # 11 Exhibit 9 # 12 Exhibit 10 # 13 Exhibit 11) (Rinehart, Karen) (Entered: 02/02/2024)
02/02/2024		Receipt of filing fee for Motion for Withdrawal of Reference(23-04028) [motion,mwdref] (199.00). Receipt number A33000741, amount $ 199.00 (re: Doc# 188 Motion for Withdrawal of Reference *from Bankruptcy Court to District Court* Fee Amount $199.) (U.S. Treasury) (Entered: 02/02/2024)
02/02/2024	189	Joinder (RE: related document(s)188 Motion for Withdrawal of Reference). Filed by Defendant United States Fire Insurance (Wall, Travis) (Entered: 02/02/2024)

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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.	Chapter 11 Case No. 23-40523-WJL
THE ROMAN CATHOLIC BISHOP OF OAKLAND, Plaintiffs, vs. PACIFIC INDEMNITY, a Delaware corporation; TRAVELERS CASUALTY & SURETY COMPANY F/K/A AETNA CASUALTY & SURETY COMPANY, a Connecticut corporation; INSURANCE COMPANY OF NORTH AMERICA, a Delaware corporation; UNITED STATES FIRE INSURANCE, a Delaware corporation; WESTPORT INSURANCE CORPORATION, a Delaware corporation; CONTINENTAL CASUALTY COMPANY, a Delaware corporation; PACIFIC EMPLOYERS INSURANCE, a Delaware corporation; WESTCHESTER FIRE INSURANCE COMPANY, a Pennsylvania corporation; the CALIFORNIA INSURANCE GUARANTEE ASSOCIATION, a state entity; and CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, SUBSCRIBING SEVERALLY AND NOT JOINTLY TO SLIP NOS. CU 1001 AND K 66034 Defendants.	Adv. Pro. No. 23-04028-WJL **NOTICE OF MOTION AND MOTION TO WITHDRAW THE REFERENCE FROM BANKRUPTCY COURT TO DISTRICT COURT** **ORAL ARGUMENT REQUESTED** **JURY TRIAL DEMANDED** Hearing Date: TBD Hearing Judge: TBD Time: TBD Place: TBD

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Pacific Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company and Westchester Fire Insurance Company (collectively, the "Pacific Insurers"), Westport Insurance Corporation, formerly known as Employers Reinsurance Corporation ("Westport"), Travelers Insurance Company ("Travelers"), and California Insurance Guarantee Association ("CIGA") (collectively, the "Moving Defendants"), defendants in the above-captioned adversary proceeding, respectfully move for withdrawal of the reference of this adversary proceeding from the Bankruptcy Court to the District Court, pursuant to 28 U.S.C. § 157(d), Rule 5011 of the Federal Rules of Bankruptcy Procedure, and Bankruptcy Local Rule 5011-2 for the United States District Court for Northern District of California. This motion is made on the grounds that cause exists for withdrawal of the reference, the Moving Defendant have demanded a jury trial and have not consented to final adjudication by the Bankruptcy Court, the proceeding is non-core, and additional grounds for this relief as more fully set forth in the accompanying Memorandum of Points and Authorities.

PLEASE TAKE FURTHER NOTICE that pursuant to Bankruptcy Local Rule 5011-2(d), unless the assigned District Judge orders otherwise, within fourteen days after receiving notice of the assignment to a District Judge under Bankruptcy Local Rule 5011-2(c), any party objecting to withdrawal of the reference shall file in the District Court its opposition brief of not more than ten pages; fourteen days thereafter, any party supporting withdrawal of the reference may file a reply brief of not more than ten pages; and no hearing will be held unless the assigned District Judge orders otherwise.

Dated: February 2, 2024

By: */s/ Karen Rinehart*

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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.	Chapter 11 Case No. 23-40523-WJL
THE ROMAN CATHOLIC BISHOP OF OAKLAND, Plaintiffs, vs. PACIFIC INDEMNITY, a Delaware corporation; TRAVELERS CASUALTY & SURETY COMPANY F/K/A AETNA CASUALTY & SURETY COMPANY, a Connecticut corporation; INSURANCE COMPANY OF NORTH AMERICA, a Delaware corporation; UNITED STATES FIRE INSURANCE, a Delaware corporation; WESTPORT INSURANCE CORPORATION, a Delaware corporation; CONTINENTAL CASUALTY COMPANY, a Delaware corporation; PACIFIC EMPLOYERS INSURANCE, a Delaware corporation; WESTCHESTER FIRE INSURANCE COMPANY, a Pennsylvania corporation; the CALIFORNIA INSURANCE GUARANTEE ASSOCIATION, a state entity; and CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, SUBSCRIBING SEVERALLY AND NOT JOINTLY TO SLIP NOS. CU 1001 AND K 66034 Defendants.	Adv. Pro. No. 23-04028-WJL **MOVING DEFENDANTS' MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO WITHDRAW THE REFERENCE FROM BANKRUPTCY COURT TO DISTRICT COURT**

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The Moving Defendants in the above-captioned adversary proceeding submit this memorandum of points and authorities in support of their motion, pursuant to 28 U.S.C. § 157(d), Bankruptcy Rule 5011, and Local Bankruptcy Rule 5011-2, to withdraw the reference of the above-named adversary proceeding (the "Coverage Action") from the Bankruptcy Court.[1]

PRELIMINARY STATEMENT

The Coverage Action concerns over 400 underlying lawsuits against with the Roman Catholic Bishop of Oakland (the "Diocese"), alleging that nearly 100 members of its clergy and employees sexually abused children. Claimants in the underlying actions contend that the Diocese knew about, ratified, and covered up pervasive sexual abuse by clergy associated with the Diocese. Under fundamental principles of California insurance law, an insurer is not liable for losses caused by willful acts of the insured or by injury that is expected or intended, or the cover up of such conduct. In 2005, the Diocese released its insurers for all sex abuse claims known to the Diocese as part of a comprehensive settlement of such issues.

In this way, the Coverage Action is very different from a dispute involving the mere interpretation of an insurance policy. By its nature, the Coverage Action requires the determination of disputed facts—including what the Diocese knew, when it knew it, what it did with respect to known abusers, and whether any indemnification obligations for the insurers survive their 2005 settlement with the Diocese. While Defendants may be entitled to relief as a matter of law through dispositive motions, the Diocese cannot establish it is entitled to coverage based on disputed factual issues. That requires a jury trial.

The jury trial issues predominate the Coverage Action, which alleges exclusively non-core claims. The certainty that the case cannot be resolved without a jury trial requires withdrawing the reference from the Bankruptcy Court so that this case can proceed in its proper forum. That

[1] The Moving Defendants include Pacific Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company and Westchester Fire Insurance Company (collectively, the "Pacific Insurers"), Westport Insurance Corporation, formerly known as Employers Reinsurance Corporation ("Westport"), Travelers Insurance Company ("Travelers"), and California Insurance Guarantee Association ("CIGA"). Certain Underwriters at Lloyd's, London subscribing severally and not jointly to Slip Nos. CU 1001, K 66034, K 78138, and CU 3061 ("Underwriters") concurrently filed a separate *Motion to Withdraw the Reference.* Adv. Dkt. No. 185.

forum is the District Court. In addition to the jury trial issues relating to the Diocese's knowledge and intent, the Coverage Action (if not dismissed) will involve a host of complex insurance coverage issues pertaining to numerous other terms, conditions of coverage involving numerous policies—issues the Bankruptcy Court has no particular expertise in, but District Court deals with routinely in complex coverage actions like this one. These may include issues such as trigger, allocation and apportionment, exhaustion, "other insurance," various policy limits issues, and a number of other complex insurance coverage issues.

In the *Diocese of Rockville Centre* bankruptcy, three different district court judges, in separate orders, granted the insurers' motions to withdraw the reference because the insurance coverage claims were non-core and thus appropriately decided by the district court even though the policies were "collectively the 'single largest'…asset of the estate." *Roman Catholic Diocese of Rockville Ctr. v. Arrowood Indem. Co*., No. 20-CV-11011, 2021 WL 1978560, at *6 (S.D.N.Y. May 17, 2021); *see also Roman Catholic Diocese of Rockville Ctr. v. Certain Underwriters at Lloyds, London & Certain London Mkt. Cos.*, 634 B.R. 226, 236 (S.D.N.Y. 2021) (observing that "the contracts at issue were entered into decades before the Diocese filed its bankruptcy petition" and "[t]his alone usually means that the contract claims are non-core."); *Roman Catholic Diocese of Rockville Ctr. v. Arrowwood Indem. Co. et al.*, No. 21-cv-7706 (S.D.N.Y. Oct. 18, 2021) [Dkt. No. 11] ("I agree with the reasoning set forth in Judges Caproni and Cronan's orders: '[B]ecause the Diocese's claims…do not turn on bankruptcy laws, arose before the bankruptcy petition was filed, are independent of the bankruptcy proceedings, and do not fall under the [United States] Lines exception, the claims at issue are non-core.'"). The reasoning of these cases applies with equal force here.

Withdrawing the reference would also benefit the administration of this Bankruptcy Case. The Bankruptcy Court's central charge is to oversee the reorganization process and the formulation of a plan of reorganization. In a complex chapter 11 case like this, the bankruptcy judge's involvement in bringing about compromises of disputed plan terms through engagement with the parties or communications with a mediator can be critical in developing consensus. It is essential that the Bankruptcy Court retain the flexibility to do just that without the distraction and

conflicts—legal and practical—that flow from concurrently presiding over this highly contentious insurance coverage litigation. *See* 28 U.S.C. § 455(a). Moreover, the Bankruptcy Court possesses no particular expertise with respect to complex insurance issues. The coverage action belongs in the District Court, where these matters are routinely adjudicated.

Since the filing of its initial complaint on June 22, 2023, the Diocese has thrice amended it and the recently filed a third amendment to its complaint ("Third Amended Complaint" or "TAC") remains subject to multiple motions to dismiss, currently scheduled to be heard in March. There has been no Rule 26(f) conference and no discovery has been taken. While the Moving Defendants understand that if the Bankruptcy Court grants the motion to dismiss the Third Amended Complaint, there will be no reference to withdraw, the Moving Defendants nevertheless move to withdraw the reference early and concurrently with other Defendants requesting the same relief.[2]

The withdrawal of the reference should occur *now*, before the Bankruptcy Court has taken any significant action or expends more time and judicial resources adjudicating non-core matters that require a jury trial, over which the District Court must preside. Where, as here, a defendant has preserved its right to a jury trial, does not consent to one before the bankruptcy court, and the matter is a non-core proceeding, withdrawal of the reference should be granted as a matter of law. *Everett v. Art Brand Studios, LLC*, 556 B.R. 437, 445 (N.D. Cal. 2016).

BACKGROUND

Sexual abuse claims against the Diocese under the one-year revival window created by legislation in 2002.

In 2002, California passed a law that allowed individuals alleging childhood sexual abuse to file civil lawsuits, regardless of when the alleged abuse occurred, during a one-year period

[2] The Hon. William J. Lafferty, who presides over the Coverage Action, knows that the Defendants intended to bring this motion and did not express any issues with them doing so: "It doesn't surprise me that the insurers have in mind a motion to withdraw the reference, and that is something that the reasons for that potentially go way beyond this isn't core.…I will tell you from my perspective in this instance, were I do [sic] comment on the motion to withdraw the reference in this instance, it would be probably not much more than I stand ready to do whatever the district court tells me I should do." Declaration of Justine M. Daniels In Support of Motion to Withdraw the Reference ("Daniels Decl.") Exh. 1 (Nov. 14 Tr. at 68:14-69:1).

starting January 1, 2003.[3] The window was the subject of intense advertisement and solicitation of claims. More than 50 suits were subsequently filed against the Diocese, with plaintiffs alleging that they had been sexually abused by clergy and that the Diocese knew about, ratified it, and covered up this abuse.[4]

The 2005 Diocese/Insurer Settlement and release of coverage for sexual abuse claims.

Two insurance-coverage actions followed the passage of the 2002 reviver amendment.[5] OneBeacon and St. Paul Travelers sought declaratory judgment that the sexual-abuse claims against the Diocese did not arise from an accident or constitute an "occurrence" under the policies and that such claims were precluded from coverage under Insurance Code § 533. As these issues could not be resolved without a jury trial, both cases were referred to alternative dispute resolution, and the actions were stayed.

In 2005, after the one-year revival window closed, the Diocese entered into a settlement with claimants and reached a separate agreement with its insurers that released the insurers from all past, present, and future actions, known or unknown, foreseen or unforeseen, that "arise from the Abuse Claims." Importantly, the term Abuse Claims was not defined to be a fixed list of claims but was instead defined as including "all claims by all persons that the Diocese reasonably should have concluded were seeking monetary compensation that were filed and served prior to the Effective Date ***or that were known of prior to the Effective date*** by … representatives of the Diocese who are responsible for resolving or investigating such claims or providing notice of

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[3] Cal. Civ. Proc. Code § 340.1 as amended by Stats. 2002, ch. 149, § 1, p. 752.

[4] *See, e.g.*, William Lobdell and Jean Guccione, "Church to Pay $3 Million in Rape," Los Angeles Times (Jan. 24, 2004); Terence Chea, "Fremont Priest Agrees to Pay $16 Million in Molestation Case," Associated Press (Nov. 25, 2003); Kim Curtis, "Two Brothers Received Nearly $2 Million in California Church Abuse Case," Associated Press (Apr. 13, 2005).

[5] *The Roman Catholic Bishop of Oakland v. OneBeacon America Insurance Company, Formerly Known as Employers' Commercial Union Insurance Company, A Massachusetts Corporation,* Case No. RG 03129742, pending in the Superior Court of the State of California for the County of Alameda (the "Commercial Union Action"). OneBeacon was the successor in interest to the now insolvent Commercial Union Insurance Company. *Travelers Casualty and Surety Company v. The Roman Catholic Bishop of Oakland*, Case No. 4:05-cv-00915-SBA, filed in the United States District Court for the Northern District of California (the "St. Paul Travelers Action").

such claims under the Settling Policies…"[6]

The 2019 California Child Victims Act.

In 2019, the California Legislature enacted AB 218, the California Child Victims Act (the "CVA"). The CVA opened a "window" that again "revived" previously time-barred claims for sexual abuse and allowed a three-year filing period that began on January 1, 2020 and closed on December 31, 2022.[7] It also provides a claim and treble damages in instances where the abuse was the result of a cover up.[8]

As of May 4, 2023, there were approximately 332 separate, active lawsuits or demands pending against the Diocese by individuals who allege that they were sexually abused by clergy and others associated with the Diocese.[9] This number ballooned to nearly 400 claims.[10]

The allegations that the Diocese was aware of the abuse, ratified it, and covered it up.

The underlying complaints allege a pattern of intentional conduct by the Diocese. While the causes of action are sometimes framed as negligent-supervision claims, the lead plaintiffs firms assert that the Diocese knew about the sexual abuse, ratified and/or authorized it, refused to dismiss clergy who were known to be perpetrators, and shielded them from responsibility.[11] They also claim that the Diocese refused to report the sexual abuse to civil or criminal authorities.[12] Many claimants seek treble damages based on allegations that the Dioceses engaged in a cover up

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[6] The Moving Defendants will submit the agreement under seal should the Court request a copy.

[7] Cal. Civ. Proc. Code § 340.1(q).

[8] *Id.* § 340.1(b).

[9] Decl. of Charles Moore, Dkt. No. 19 at ¶ 84.

[10] *Status Conference Statement for Bankruptcy Case*. Dkt. No. 458 at 3.

[11] Daniels Decl. Exh. 3, Anderson Report, Sexual Abuse in Bay Area Archdiocese, p.13 ("The data collected suggests the patterns and practices of Church officials, including the orchestration of an institutional cover-up of an enormous magnitude. Perhaps most shocking among the discoveries is that some perpetrators were intentionally transferred and retained in trusted positions with direct access to children even when they were known to be abusers").

[12] *Id*. at p. 13 ("[T]he Bay Area Dioceses, like many other dioceses and archdioceses, knew priests were perpetrators that posed a significant danger to children. The sexual abuse of children has long been a crime in California. However, Church officials chose and continue to keep the crimes hidden and allow its priests continued and unfettered access to children.").

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that caused the abuse. Reports issued by plaintiffs' counsel name more than 95 clergy associated with the Diocese of Oakland—which currently only has about 350 active priests—who alleged sexually abused individuals, mostly children.[13]

The underlying abuse complaints corroborate the nature of the claims. For example:

a. The plaintiff in *Joan Oak-4 Doe v. The Roman Catholic Bishop of Oakland*, No. RG20056654 (Sup. Ct. Alameda Cty. Mar. 2, 2020) alleges that the "sexual assaults perpetrated upon the Plaintiff as a child...were the result of a '***cover up***' or a 'concerted effort to ***hide evidence relating to child sexual assault***'" in order to "conceal the sexually inappropriate behavior" of a priest it employed.

b. The plaintiff in *John Doe S.S.M. v. Defendant Doe 1*, No. RG201110490 (Sup. Ct. Alameda Cty. Aug. 24, 2021) states that his sexual abuse "was the result of a ***cover-up*** by Defendants, who acted in concert, with their employees, agents, and volunteers to ***hide evidence relating to child sexual assault***…by numerous priests…including, but not limited to, [alleged priest perpetrator]. No effort was made to contact or alert the authorities. At all times, Defendant was more concerned about legal exposure and their reputation than protecting the most vulnerable members in their community."

c. The plaintiff in *John SF-2 Doe v. Doe 1 et al.,* No. CGC-20-584124 (Sup. Ct. San Francisco Cty. Apr. 10, 2020) asserts that his sexual abuse by an order priest of the Diocese was a result of a "***concerted effort to hide evidence relating to childhood sexual assault***" and that individuals associated with the Diocese "engaged in conduct to ***conceal the sexually inappropriate behavior*** [of his alleged perpetrator] and to hide facts from the Plaintiff, which would have apprised the Plaintiff, his family, and those who could have intervened...and prevented the Plaintiff's sexual assault as a child."

d. The plaintiff in *John Doe 14 v. Doe 1,* No. RG20066518 (Sup. Ct. Alameda Cty. July 1, 2020) alleges that "[d]efendants ratified and authorized PERPETRATOR'S child sexual abuse of plaintiff by ...***actively shielding PERPETRATOR from responsibility for his childhood sexual assault*** of Plaintiff and other minors...failing the acknowledge the existence of other complaints against PERPETRATOR of childhood sexual assault on Plaintiff and minor…failing to take steps to timely remove PERPETRATOR from the priesthood."

Many of the underlying complaints specifically allege that the reports of sexual abuse were made to the Diocese and the information covered up. For example:

a. The plaintiff in *E.S. v. Diocese of Oakland et al.*, No. 22-cv-023917 (Sup. Ct. Alameda Cty. Jan. 19, 2023) asserts that "***[d]espite receiving credible allegations of child sexual abuse against clergy, [defendants] acted to conceal these allegations*** to avoid scandal and accountability" despite the knowledge that "clergymen under their supervision and control were grooming and sexually molesting children."

b. The plaintiff in *G.C. v. Diocese of Oakland et al.*, No. RG21096482 (Sup. Ct. Alameda Cty. July 1, 2021) states that the Diocese and its employees knew that child sexual abuse "was ***a widespread, ubiquitous and systemic problem***" due to credible

[13] *Id.*

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allegations of sexual abuse which where "conceal[ed] in accordance with a policy" of the church.

c. The plaintiff in *John Oak-9 Doe v. Doe 1 et al*., No. RG20064221 (Sup. Ct. Alameda Cty. June 10, 2020) asserts that defendants "***had reason to have been aware of DOE 2s wrongful conduct*** at or about the time it was occurring" and despite this knowledge "did not act effectively to stop the sexual assaults on Plaintiff."

Claimants also assert that the Bishop of the Diocese was directly informed that priests under his direction were sexually abusing children. The plaintiff in *John Doe 14 v. Doe 1*, No. RG20066518 (Sup. Ct. Alameda Cty. July 1, 2020) alleges that Cardinal Joseph Ratzinger wrote a in a letter in Latin to Bishop John Cummins that it was "his duty to share" that allegations of sexual abuse that had been reported regarding a priest of the Diocese with Rome but stated that "your Excellency must not fail to provide [him] with as much paternal care as possible." The claimants allege that the Diocese did not provide notice to authorities of the alleged abuse giving rise to the underlying complaints despite actual knowledge of the criminal sexual misconduct that allegedly was occurring.[14]

California Insurance Code § 533, prohibits insurance coverage for an insured's willful acts.

Coverage for molestation is barred by California Insurance Code § 533, which prohibits insurance coverage for an insured's "willful acts." California courts hold that all acts of sexual molestation are willful. As the state Supreme Court held in *J.C. Penney Casualty Ins. Co. v. M.K.*:

> ***There is no such thing as negligent or even reckless sexual molestation.*** The very essence of child molestation is the gratification of sexual desire. ***The act is the harm.*** There cannot be one without the other. ***Thus, the intent to molest is, by itself, the same as the intent to harm.***

52 Cal.3d 1009, 1021 (1991) (emphasis added); *see also Merced Mut. Ins. Co. v. Mendez*, 213 Cal. App. 3d 41, 51 (1989) (sexual assault is not an "accident" because all of the acts occurred exactly as the insured intended).

[14] Moving Defendants understand that the Diocese has raised, or may raise, meritorious defenses. Moving Defendants do not concede, and have not concluded, that the Diocese is liable for any of the conduct alleged in any particular underlying complaint.

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Requests for corroboration.

Moving Defendants have recounted certain allegations by Claimants in the underlying complaints herein, but do not at this stage have independent knowledge of their truth or falsity and support the Diocese's right to vigorously defend itself in connection with those claims. Thus, the Moving Defendants currently lack information needed to fully evaluate the claims for which the Diocese seeks coverage.

For example, Pacific Insurers have requested this information from the Diocese, including information about the Diocese's policies and practices concerning the handling of allegations of sexual abuse, the Diocese's knowledge of the scope and pervasiveness of sexual abuse by clergy within the Diocese, whether the Diocese expected acts of sexual abuse, and other issues relevant to the Diocese's requests for coverage in general and with respect to particular underlying claims.

Without the requested information, the Pacific Insurers and others cannot reach a final determination as to the Diocese's coverage claims.

The Diocese's Coverage Action.

On May 8, 2023, the Diocese commenced this chapter 11 case. Before the bankruptcy filing, the Moving Defendants that are primary insurers agreed to defend the Diocese and pay legal fees in the underlying lawsuits that alleged abuse during their policy periods, subject to the terms and conditions of the policies and a reservation of rights.[15] Nonetheless, on June 22, 2023, the Diocese initiated the Coverage Action and filed its First Amended Complaint on June 26, against insurer Defendants and CIGA, a statutory entity created by Article 14.2 of the California Insurance Code.[16]

Various Defendants, including certain Moving Defendants, moved to dismiss the First Amended Complaint or, in the alternative, to require a more definite statement. The First Amended Complaint was deficient in multiple respects and thus failed to plausibly state a claim

[15] The Moving Defendants refer to their reservation of rights letters for a full statement of their position.

[16] *See First Amended Complaint for Declaratory Judgment Relief, Breach of Contract, and Breach of Statutory*, Adv. Dkt. No. 2.

for breach of contract or declaratory relief.[17] On November 14, 2023, the Bankruptcy Court granted the Defendants' motions to dismiss.[18]

The Diocese filed its Second Amended Complaint on December 18, 2023.[19] Acknowledging that it was deficient, the Diocese further amended its complaint and filed the Third Amended Complaint on January 12, 2024, before any responses to the Second Amended Compliant were filed.[20] It is now the operative complaint. While the Diocese alleges that it has been named in complaints alleging sexual abuse of children, its Third Amended Complaint does not identify any case as having gone undefended, went to judgment, or for which defense or indemnity is owing.[21]

All but two Defendants moved to dismiss the Third Amended Complaint pursuant to Federal Rules of Civil Procedure 12(b)(6) and Bankruptcy Rule 7012. Those motions are currently noticed to be heard on March 13 and 27, 2024.[22] The two insurers that answered the Third Amended Complaint asserted affirmative defenses and demanded a jury trial.[23] Both are timely moving to withdraw the reference within a week of filing answers.

Apart from the disputes over the Diocese's pleading, including the pending motions to dismiss, little else has happened in the Adversary Proceeding. No Rule 26(f) conference has been held. No discovery has been taken. The Bankruptcy Court postponed setting any deadlines because "[i]f the reference were withdrawn, the district court would simply rethink all of them" and so "we have to hold those [deadlines] for a while until we know what the district court's up

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[17] *See, e.g.,* Pacific Insurer's *Motion to Dismiss or for a More Definite Statements*, Adv. Dkt. No. 74.

[18] *See* Daniels Decl. Exh. 1 (Nov. 14, 2023, Tr. at 55:22-64:22).

[19] *Second Amended Complaint for Declaratory Judgment Relief, Breach of Contract, and Breach of Statutory*, Adv. Dkt. No. 161.

[20] *See Third Amended Complaint for Declaratory Judgment Relief, Breach of Contract, and Breach of Statutory*, Adv. Dkt. No. 163.

[21] *See id*. ¶ 26.

[22] *See* CIGA *Second Motion to Dismiss*, Adv Dkt. No. 171; Pacific Insurers *Motion to Dismiss Adversary Proceeding*, Adv. Dkt. No. 175; *Motion to Dismiss Third Amended Complaint*, Adv No. 173.

[23] *See* Westport's *Answer to Third Amended Complaint for Breach of Contract, Declaratory Judgment Relief and Breach of Statutory Duty; Affirmative Defenses; Demand for Jury Trial*, Adv. Dkt. No. 165; Traveler's *Answer to Complaint (Third Amended)*, Adv. Dkt. No. 166.

to."[24]

As this case is in its infancy, there is no factual expertise of the Bankruptcy Court, and no factual deference afforded because no fact-finding has occurred. Hence, the Motion is timely and there is no prejudice to the Diocese.[25]

STATUTORY FRAMEWORK

Bankruptcy court jurisdiction is statutorily based. *In re Wilshire Courtyard*, 729 F.3d 1279, 1284 (9th Cir. 2013). Under 28 U.S.C. § 1334(b), district courts have original jurisdiction of "all civil proceedings arising under title 11, or arising in or related to cases under title 11." Under 28 U.S.C. § 157(a), each district court may provide that any case under title 11 shall be referred to the bankruptcy judges for the district. But 28 U.S.C. § 157(d) provides that the district court may withdraw cases so referred:

> The district court may withdraw, in whole or in part, any case or proceeding referred under this section, on its own motion or on timely motion of any party, for cause shown. The district court shall, on timely notice of a party, so withdraw a proceeding if the court determines that resolution of the proceeding requires consideration of both title 11 and other laws of the United States regulating organizations or activities affecting interstate commerce.

In deciding whether to withdraw a case, a district court should consider "the efficient use of judicial resources, delay and costs to the parties, uniformity of bankruptcy administration, the prevention of forum shopping, and other related factors." *Sec. Farms v. Int'l Bhd. of Teamsters*, 124 F.3d 999, 1008 (9th Cir. 1997) (*citing Orion Pictures Corp. v. Showtime Networks*, 4 F.3d 1095, 1101 (2d Cir. 1993), *cert. dismissed*, 511 U.S. 1026 (1994)). And courts in the Ninth Circuit have identified a list of additional factors that a court should consider when evaluating

[24] *See* Daniels Decl. Exh. 1 (Nov. 14, 2023 Tr. at 69:18-70:2).

[25] This motion is timely, having been filed before the time has run for Defendants—who moved to dismiss—to answer the Third Amended Complaint, and within days of when the two other Defendants filed their answers to the Third Amended Complaint. A motion to withdraw the reference under 28 U.S.C. § 157(d) is timely if it is made "as promptly as possible in light of the developments in the bankruptcy proceeding." *In re Vestavia Hills, Ltd.*, 630 B.R. 816, 851 (S.D. Cal. 2021) (citation and internal quotation marks omitted); *see also Transcon. Refrigerated Lines, Inc. v. New Prime, Inc.*, 2013 WL 5937963, *3 (M.D. Pa. Nov. 5, 2013) (observing the Bankruptcy code provides "no bright line rule" regarding when a motion to withdraw the reference must be filed); *In re Salazar*, No. 11CV2792 L BLM, 2012 WL 280759, at *2 (S.D. Cal. Jan. 31, 2012) (granting motion to withdraw reference and stating "[t]he Court finds no basis to suggest that the motion for withdrawal of the reference [filed in the week following movant's answer] was not promptly made"). Because this suit is still in its infancy, this Motion is timely.

cause for a motion to withdraw the reference:

1. whether the claim is core or non-core;
2. whether the claim is legal or equitable;
3. whether the claim is triable by a jury; and
4. conservation of estate and non-estate resources.

See, e.g., In re ComUnity Lending, Inc., No. C 08-00201, 2008 WL 11410087, at *2 (N.D. Cal. June 5, 2008); *Sec. Farms*, 124 F.3d at 1008.

Here, all of these factors support withdrawal. The Diocese's Third Amended Complaint alleges exclusively non-core state-law contract claims that do not arise under bankruptcy law, all Defendants seek a jury trial, and the issues in dispute are intensely factual and thus require a jury trial, so it would be a waste of estate resources to leave the Coverage Action in Bankruptcy Court.

A court abuses its discretion when it fails to withdraw the reference and doing so is necessary. *In re Cinematronics, Inc*., 916 F.2d 1444, 1451 (9th Cir. 1990) (reversing district court's denial of motion to withdraw the reference for abuse of discretion). For the reasons below, withdrawal is proper as to the Diocese's entirely state-law breach-of-contract action.

ARGUMENT

The reference of the Coverage Action should be withdrawn from the Bankruptcy Court to the District Court. The Diocese's claims are independent of its ability to reorganize, they are non-core, and, under *Stern v. Marshall,* 564 U.S. 462 (2011), the Bankruptcy Court may not issue a final judgment or conduct a jury trial. District Courts have withdrawn the reference to require insurance-coverage disputes in other diocesan bankruptcies to be adjudicated in a non-bankruptcy forum given that these cases are predominated by questions of state law and factual issues that can only be resolved by a jury.

A. Jury Trial Issues Predominate, So the District Court Must Preside Over the Coverage Action.

"[W]here, as here, non-core claims completely overwhelm claims that can be finally adjudicated in Bankruptcy Court, the matter is more likely to eventually come before [the District] Court and efficiency is best served by having the matter heard in the correct forum ***at the***

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earliest possible opportunity." *In re Cachet Fin. Servs.,* 2023 WL 4752048, at *6 (quoting *Everett*, 556 B.R. at 445) (emphasis added). The withdrawal of the reference should occur *now*.

While Local Bankruptcy Rule 9015-2(b) allows the Bankruptcy Court to address pre-trial matters before withdrawal, it was not intended to be applied in non-core cases like this, where the net result of delaying withdrawal requires substantial duplication of effort by the Bankruptcy and District Courts. *See, e.g., Gens v. Colonial Sav., F.A.*, No. 11-CV-05526 RMW, 2012 WL 993713, at *2 (N.D. Cal. Mar. 23, 2012) ("[d]enying withdrawal in the pre-trial stages of a non-core proceeding only to accept it on a later date for the purpose of hearing the jury trial or reviewing the bankruptcy court's findings would unnecessarily consume judicial resources").

Where "a defendant has preserved [its] right to a jury trial and does not consent to a jury trial in the bankruptcy court, the defendant has shown cause for withdrawal of the reference." *See In re EPD Investment Co., LLC*, 594 B.R. 423, 425-26 (C.D. Cal. 2018). The failure to withdraw the reference in violation of a party's "right under the Seventh Amendment to a jury trial...is an abuse of discretion." *In re Cinematronics*, 916 F.2d at 1451 (reversing district court's denial of motion to withdraw the reference).

All Defendants in the Coverage Action have a right to a jury trial to determine coverage and/or the application of the 2005 settlement agreement. The two Defendants that filed answers to the Third Amended Complaint demanded a jury trial.[26] And, while not yet due, the Defendants who moved to dismiss expressly reserved their right to jury trial.[27] California courts, applying the governing law for the policies issued to the Diocese, have repeatedly held "there is a right to a jury in declaratory relief actions involving insurance coverage disputes." *Entin v. Superior Ct.,* 208 Cal. App. 4th 770, 778 (2012) (citing cases); *see also Century Sur. Co. v. Saidian,* No. CV 12-7428 SS, 2016 WL 6440140, at *12 (C.D. Cal. Mar. 16, 2016) (holding same and applying California law).

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[26] *See* Travelers *Answer, Affirmative Defenses and Additional Defenses*, Adv. Dkt. No. 164, at 31; Westport *Answer to Third Amended Complaint for Breach of Contract, Declaratory Judgment Relief and Breach of Statutory Duty*, Adv. Dkt. No. 165, at 20.

[27] *See, e.g.,* Pacific Insurers *Motion to Dismiss Third Amended Complaint*, Adv. Dkt. No. 175-1 at 1 n. 1; CIGA *Motion to Dismiss the Third Amended Complaint*, Adv. Dkt. No. 171, at 29; Underwriters' *Jury Demand*, Adv. Dkt. No. 71 at 2.

Jury trial issues predominate here. A jury will have to decide whether the 2005 settlement that the Diocese entered into with certain Defendants bars some or all indemnification claims in the Coverage Action. Thus, among other things, the jury will have to make factual findings about the abuse and cover-up allegations, including whether the Diocese knew of the sexual abuse, that the alleged perpetrators were credibly accused of such criminal misconduct, or was believed to be at risk of committing such acts. Claimants in the underlying complaints contend that the Diocese knew about widespread sexual abuse, ratified it, and covered it up, which are factual issues for the jury.[28] Their allegations are set out in reports complied by the plaintiff firms and other sources.[29] An insurer is not liable for loss caused by willful acts of the insured or injury that is expected or intended or the cover up claims. *See, e.g.,* Cal. Ins. Code § 533 (prohibiting coverage for "willful acts").[30]

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[28] *See*, *supra*, at 5-7.

[29] *See, e.g*., Daniels Exh. 3 (Jeff Anderson, Clergy Sexual Abuse in the Bay Area (Diocese of San Francisco, Oakland and San Jose); Exh. 4 (The Zaklin Law Firm, Priests Accused of Abuse in Diocese of Oakland); Daniels Exh. 5 (Rachel Swan, "He Spent 17 Years as a Priest in Exile. His Final Act: A Scorching 'Farewell Letter' to the Catholic Church," *San Francisco Chronicle,* July 26, 2022 (former priest alleges that the Diocese was told about and ignored evidence of child sexual abuse by its priests); Daniels Exh. 6 (John Simerman, "Former East Bay Priest Now at Center of Vatican Clergy Abuse Controversy," *Contra Costa Times,* Apr. 9, 2010 (allegations of child sexual abuse were allegedly reported to Diocese and accused priest was not removed for years); Daniels Exh. 7 (Kiley Russell, "Diocese of Oakland files for bankruptcy in wake of hundreds of sex abuse lawsuits," *Bay City News Service,* May 8, 2023 (attorney Jennifer Stein describing the Diocese of Oakland bankruptcy filing as "another stab at hiding information regarding perpetrators and the crimes committed by and through the church…for the benefit of the church at the expense of those who have been seriously harmed as children."); Daniels Exh. 8 (Julianna Barbassa, "7 Sue Diocese of Oakland over alleged sex abuse Church defrocked priest 3 years after he pled guilty to child molestation," *Associated Press*, August 20, 2010 (attorney Jeff Anderson stating that "Oakland Bishop John C. Cummins and other church officials knew there were multiple allegations of abuse against [a priest in the Diocese of Oakland], and did nothing to prevent the priest from continuing to access children); Daniels Exh. 9 (Brandon Bailey, "Abuse Claims Blame Church Officials," *Mercury News,* Dec. 29, 2003 (former Oakland Bishop Floyd Begin met with parishioners who claimed priest sexually molested children and priest was reassigned to other parishes where is accused of committing additional child sex crimes); Daniels Exh. 10 (Brooke Donald et al., "Letter Shows Pope Benedict Blocked Priest's Defrocking in 1985," *San Bernadino Sun,* Apr. 9, 2010 (correspondence between then-Cardinal Joseph Ratzinger (future Pope Benedict XVI) and Diocese of Oakland officials recommended waiting to remove priest accused of child sex crimes from service); Daniels Exh. 11 (Yomi S. Wronge, "Ex-Priest Pleads Guilty to Sex Charge," *San Jose Mercury News,* Dec. 7, 2002 (victim of Diocese of Oakland priest who pled guilty to felony child sex crime alleges that perpetrator was allowed to remain in the ministry "even after it was known that he was a pedophile").

[30] *See also, e.g., J.C. Penney Casualty*, 52 Cal.3d at 1021 (holding that molestation is an intentional tort); *Merced Mut. Ins.*, 213 Cal. App. 3d at 51 (sexual assault not an "accident"); *Liberty Surplus Ins. Corp. v. Ledesma & Meyer Constr. Co*., 5 Cal.5th 216, 229-230 (2018) (employer's negligent supervision of an

In addition, a jury will have to determine whether the Diocese knew about alleged sexual abuse, when it knew about it, and what, if anything, it did to prevent future harm. The Insurance Policies only cover injuries "caused by accident."[31] An "accident" is, by definition, an event that is neither expected nor intended, and many of the Insurance Policies specifically exclude coverage for damage that is "expected or intended from the standpoint of the insured." *See, e.g.*, *Interinsurance Exch. v. Flores*, 45 Cal. App. 4th 661, 669-71 (1996) (passenger's intentional shooting of a pedestrian was an "intended and expected injury" and not an accident); *Diocese of Winona v. Interstate Fire and Cas. Co.*, 89 F.3d 1386, 1394 (8th Cir. 1996) (holding that priest's sexual abuse of child was "expected" because a "reasonably prudent person in the position of the Diocese should have known there was a substantial probability" that it would occur); Croskey, CALIFORNIA PRACTICE GUIDE: INSURANCE LITIGATION Ch. 7A-G ("[T]here is *no coverage in the first place for intentional (nonaccidental) acts*.") (emphasis in original). The critical issue of whether an "accident" occurred is a factual one, which will be determined by a jury.

Once, these factual issues are decided by the jury, the court will make a legal determination regarding coverage "based on the facts." Croskey, CALIFORNIA PRACTICE GUIDE: INSURANCE LITIGATION ¶ 4:1; *see also Manneh v. Iverness Med. Innovations, Inc.*, 2011 WL 662765, at *3 (S.D. Cal. Feb. 11, 2011) (the court has "only limited discretion" when a jury trial has been requested and "that discretion...must, wherever possible, be exercised to preserve a jury

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employee who molested a student does not constitute an "accident" as that term is used in the definition of "occurrence" in a general liability policy, if the employer expected the employee's conduct).

[31] The standard CGL (comprehensive general liability) policy language referencing "caused by accident" was revised in the 1960s to cover bodily injuries and damages based on an "occurrence." *Montrose Chem. Corp. v. Admiral Ins. Co.*, 10 Cal. 4th 645, 671–72 (1995), *as modified on denial of reh'g* (Aug. 31, 1995). The Ninth Circuit has stated that coverage for an "occurrence" is broader than coverage for an injury "caused by accident," and in both cases injury caused by an intentional act is not subject to coverage. *Aetna Cas. & Sur. Co. v. Puget Sound Power & Light Co.*, 1989 WL 85751, at *4-6 (9th Cir. 1989) (observing that "the usual and ordinary meaning of the words used the word 'occurrence' extends to events included within the term 'accident' and also to such conditions, not caused by accident, which may produce an injury not purposely or deliberately")). Insurance coverage for injury that is "caused by accident" has been interpreted to "refer to the cause, not the effect" and there is insurance coverage only when the cause of the injury was accidental. *Rafeiro v. Am. Employers' Ins. Co.*, 5 Cal. App. 3d 799, 806 (Ct. App. 1970) (affirming summary judgment for insurer and concluding that decline in value of apartment buildings because contractor used "defective or inadequate materials" in constructing them was "not an accident").

trial.") (citations and internal quotation marks omitted); *Patterson v. Insurance Co. of North America*, 6 Cal.App.3d 310, 315 (1970) (a party is entitled to a jury trial as a matter of right where a declaratory relief claim "is in effect used as a substitute for an action at law for breach of contract").

Section 533 has been found to preclude coverage where an insured "allow[ed], condon[ed], and ratif[ied] such intentional conduct as a matter of corporate policy" because "sexual abuse" by [an] insured's employee was "so widespread, well-known, and so ratified by the corporation as to constitute [an] intentional corporate policy." *Coit Drapery Cleaners, Inc. v. Sequoia Ins. Co*. 14 Cal.App.4th 1595, 1609-1613 (1993). The *Coit* court referenced the strong public policy purpose embodied in section 533 which would be undermined if a corporation could recover insurance proceeds after knowingly allowing willful sexual misconduct. *Id.* at 1606-1607 (observing that the "acts of sexual harassment alleged [were], by their very nature, intentional and wrongful" and it would violate public policy "to allow a wrongdoer…to shift the loss resulting from such an unlawful corporate practice to its insurer").

Under the Seventh Amendment, the right to a jury trial is guaranteed for all "[s]uits at common law, where the value in controversy shall exceed twenty dollars." U.S. Const. amend. VII. As the Supreme Court noted in *Beacon Theatres, Inc. v. Westover*, "[m]aintenance of the jury as a fact-finding body is of such importance and occupies so firm a place in our history and jurisprudence that any seeming curtailment of the right to a jury trial should be scrutinized with the utmost care." 359 U.S. 500, 501 (1959). A jury trial cannot be held in the Bankruptcy Court on the above-referenced issues because not all parties have consented to this. *See* 28 U.S.C. § 157(e).

The jury-trial issues that predominate the Coverage Action, and the certainty that the case cannot be resolved without a jury trial, requires withdrawing the reference so that this case can proceed in its proper forum, the District Court. *See Holmes v. Grubman*, 315 F.Supp.2d 1376, 1381 (M.D. Ga. 2004) (granting motion to withdraw the reference where "a jury trial in the district court is the likely outcome of this matter"); *In re Appleseed's Intermediate Holdings*, LLC, 2011 WL 6293251, at *2 (D. Del. Dec. 15, 2011) (granting motion to withdraw the

reference following consideration of "whether defendants are entitled to a jury trial and, if so, whether the trial is likely"); *Stillwater Ins. Co. v. Dunn*, 2015 WL 1778349, at *5 (D. Ariz. Apr. 20, 2015) (determination as to whether alleged sexual molestation was covered by insurance "is a question [a] jury must decide").

B. Article III of the U.S. Constitution Prohibits the Bankruptcy Court from Deciding the Coverage Action.

The Bankruptcy Court cannot enter a final decision on the state-law claims alleged in the Diocese's Third Amended Complaint. Article III prevents Congress from "withdraw[ing] from [Article III] judicial cognizance any matter which, from its nature, is the subject of a suit at the common law, or in equity, or admiralty." *Stern v. Marshall*, 564 U.S. 462, 467 (2011). Disputes over state-created private rights lie at the center of Article III adjudication. *Northern Pipeline Constr. Co. v. Marathon Pipe Line Co*., 458 U.S. 50, 60 (1982) (plurality opinion). A private right is one involving "the liability of one individual to another under the law as defined." *Stern*, 564 U.S. at 489 (citation and internal quotation marks omitted). And the resolution of disputes regarding such rights "may [not] be removed from the jurisdiction of Article III courts" without the parties' consent. *Exec. Benefits Ins. Agency v. Arkison*, 573 U.S. 25, 32 (2014).[32]

There are only three instances where a bankruptcy court may adjudicate a claim to finality: (1) if the claim involves a public right; (2) if the process of adjudicating the creditor's proof of claim would necessarily resolve a counterclaim; or (3) if the parties consent to final adjudication by the bankruptcy court. *Stern*, 564 U.S. at 478-82, 488-9. None are present here. The claims alleged in the Diocese's Third Amended Complaint do not implicate any public right because they are all disputes at common law or equity regarding contract interpretation. *See, e.g., id*. at 478-82. There is no counterclaim to be adjudicated in the Bankruptcy Court and none of the Defendants have filed a proof of claim. And since the Defendants have not consented to final

[32] In particular, contract disputes, like the Coverage Action, are private-right disputes. *Northern Pipeline*, 458 U.S. at 71. Bankruptcy judges lack the constitutional authority to enter final judgments on these state-law claims. *Stern*, 564 U.S. at 469. Absent knowing and voluntary consent by the parties, an Article III court must decide such claims. *Wellness Int'l Network, Ltd. v. Sharif*, 575 U.S. 665, 669 (2015). None of the Defendants have granted such consent in this action.

adjudication by the Bankruptcy Court, only the District Court can preside over the claims alleged in the Third Amended Complaint.

C. The Coverage Action is Non-Core.

There is also cause for withdrawal because the claims alleged in the Coverage Action are not core to the bankruptcy case and do not relate to any claims that may arise under bankruptcy law. *See Sec. Farms*, 124 F.3d at 1008-09 (holding that withdrawal was proper where non-core issues predominated in a labor dispute under state law).[33] "Core" proceedings consist of all actions "arising under" Title 11 and also those "arising in" a case under Title 11. *Stern*, 564 U.S. at 473 (citing 28 U.S.C. § 1334). Section 157(b)(2) contains a non-exhaustive list of core bankruptcy proceedings; an insurance coverage dispute about the interpretation of previous non-bankruptcy settlement agreements is not among them.

Except as to CIGA, the Diocese's Third Amended Complaint alleges breach of contract under insurance contracts pursuant to substantive state law as applied to individual tort claims. This dispute is clearly not "core" to the bankruptcy action. *See In re Castlerock*, 781 F.2d 159, 162 (9th Cir. 1986); *see also In re Gurga*, 176 B.R. 196, 199 (B.A.P. 9th Cir. 1994) ("Breach of contract actions are noncore claims"); *In re Cinematronics, Inc*., 916 F.2d at 1450 ("state law contract claims...should still not be deemed core"). And courts regularly find insurance coverage actions, like this one, are not "core" proceedings. *In re GACN, Inc*., 555 B.R. 684, 698 (B.A.P. 9th Cir. 2016) (declaratory relief action filed by Chapter 11 debtor against its insurer was not a core proceeding because it "solely concern[ed] the parties' rights and liabilities under a prepetition insurance contract"); *In re Cachet Financial Servs.,* 2023 WL 4752048 at *4 (debtor's coverage claims against insurance company were "exclusively non-core...not related to any claims that may arise under bankruptcy law); *In re G–I Holdings, Inc.*, 278 B.R. 376, 382 (Bankr. D.N.J. 2002) (observing that an insurance coverage action "bears no resemblance" to a core proceeding).

The Diocese erroneously asserts otherwise in its Third Amended Complaint but provides

[33] *See also* Daniels Decl. Exh. 2, July 18 Tr. at 40:10-19 (Bankruptcy Court inquiring why breach of contract action for insurance coverage would not at least be partly non-core).

no explanation for why it takes this position.[34] The Bankruptcy Court has observed, and the Diocese has previously acknowledged, that its claims are non-core.[35] In *Everett v. Art Brand Studios, LLC*, the court granted a motion for withdrawal of the reference because the claims at issue were non-core and did not depend upon the bankruptcy laws for their existence, but were instead California common-law claims that could have been brought in state court or federal district court. *See* 556 B.R. 437, 443-446 (N.D. Cal. 2016). The same should happen here.

The fact that CIGA is a statutory entity created by the California legislature, and not an insurance company, further proves the point. CIGA's obligations and liabilities are created, strictly defined, and limited to certain statutorily defined "covered claims." *See* Cal. Ins. Code § 1063.12(a). As such, CIGA's role, purpose, rights, obligations and liabilities are solely governed exclusively by California statutory law. CIGA is *not* in the "business" of insurance, and it issues no policies, collects no premiums, makes no profits, and assumes no contractual obligations to any insured. Rather, its "business" is providing insureds with a limited form of protection from financial loss occasioned by the insolvency of their insurer." *Isaacson v. Cal. Ins. Guarantee Assn.*, 44 Cal.3d 775, 787 (1988), *as modified on denial of reh'g* (Apr. 6, 1988). CIGA has no involvement in the bankruptcy—it is not a creditor, nor does it hold any asset of the bankruptcy estate. And, as detailed in its motions to dismiss, CIGA's duties are not co-extensive with the duties owed by an insolvent insurer under its policy.[36] *See Ca. Ins. Guar. Assn. v. Workers' Comp. Appeals Bd.,* 128 Cal.App.4th 307 (2005).[37]

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[34] *See* TAC ¶ 2. Notably, this allegation has remained unchanged since the filing of the complaint (*see* First Amended Complaint ¶ 2), even though the Bankruptcy Court observed during the November 14, 2023 hearing that the Diocese "also allege[s] that all these matters are core under 28 U.S.C. 157(b), but there's not much elaboration as to what little part of 157(b) might render these things core." *See* Daniels Decl. Exh. 1 (Nov. 14, 2023 Tr. at 53:25-54:3).

[35] *See* Daniels Decl. Exh. 2 (July 18, 2023 Tr. at 40:10-19) ("Court: As I understand the complaint, it's a complaint re dec relief, re coverage, and it's a complaint for breach of contract. Right? I mean, part of that's noncore theoretically. Anybody have a position yet as to whether I'm going to enter final orders on this? [Diocese's counsel]: Your Honor, I think the insurers have typically in cases like this argued that it is non-core. Court: Yeah. Well, part of it is, right, at least? [Diocese's counsel]: Right.").

[36] Adv. Dkt. Nos. 106 and 171.

[37] CIGA's obligations and liabilities, if any, as alleged in the Third Amended Complaint are all predicated upon uniquely California statutory issues. *Snyder v. Cal. Ins. Guarantee Assn.,* 229 Cal.App.4th 1196, 1209 (2014) (noting a cause of action accrues against CIGA when all of the events necessary to create a "covered claim" have occurred). For instance, "'[c]overed claim' does not include…a claim to the extent

Although the Diocese's recovery under the policies at issue may increase the value of the Diocese's estate in the bankruptcy case, this does not render the claims in the Third Amended Complaint "core." The economic effect that a claim may have on the bankruptcy estate has no bearing on the core/non-core analysis. In *In re Tamalpais Bancorp*, the district court noted that even claims that could have "a profound impact on the bankruptcy proceedings" are non-core if they could have been brought in the absence of a bankruptcy case. 451 B.R. 6, 11 (N.D. Cal. 2011); *see also Longview Power, LLC v. First Am. Title Ins. Co. (In re Longview Power, LLC)*, 515 B.R. 107, 115 (Bankr. D. Del. 2014) (holding a coverage dispute to be non-core and stating "[t]he bottom line is that the coverage dispute implicates state law rights and defenses."); *In re Stone & Webster, Inc.*, 367 B.R. 523, 527 (Bankr. D. Del. 2007) ("[T]he economic effect that a claim may have on the bankruptcy estate…has no bearing on the core/non-core dichotomy.").

D. The Coverage Action Claims are Legal in Nature.

The reference should also be withdrawn because the claims in the Coverage Action are legal claims. "[I]t would be difficult to conceive of an action of a more traditionally legal character" than "an action on a debt allegedly due under a contract." *Dairy Queen, Inc. v. Wood*, 369 U.S. 469, 477 (1962). Although the Diocese seeks a declaration that the Defendants issued insurance policies and owe monetary damages for alleged breaches under those agreements, the claims are legal in nature. That the action "is in form a declaratory judgment case should not obscure the essentially legal nature of the action." *Simler v. Conner*, 372 U.S. 221, 223 (1963); *see also Roman Catholic Diocese of Rockville Ctr.*, 2021 WL 1978560, at *4 n.12 ("The fact that the [Diocese] seeks a declaratory judgment does not transform a contract dispute under New York law into a dispute concerning public rights."); *Burdette v. Emerald Partners LLC,* No. C15-0816, 2015 WL 4394859, at *3 (W.D. Wash. July 16, 2016) (granting motion to withdraw the reference and quoting *Simler v. Conner*).

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it is covered by any other insurance of a class covered by this article available to the claimant or insured." Cal. Ins. Code § 1063.1 (c)(9)(A); *see also, e.g., Parkwoods Community Assn. v. Cal. Ins. Guarantee Assn.*, 141 Cal.App.4th 1362 (2006). And, the filing of a timely claim in the insolvency proceeding is a prerequisite to obtaining relief from CIGA. Cal. Ins. Code § 1063.1(c)(1)(C); *see also, e.g., Middleton v. Imperial Ins. Co.*, 34 Cal. 3d 134, 136 n. 2 (1983). These state court issues, as well as others, should be determined by a jury trial in the District Court or a state court, not the Bankruptcy Court.

E. Withdrawing the Reference Promotes Judicial Economy and Conserves All Parties' Resources.

Withdrawal of the reference for this matter would also promote judicial economy by reducing litigation costs, eliminating redundant court proceedings, and increasing efficiency. These policy objectives are served by granting this motion for at least four reasons.

1. Unnecessary Appeals, Duplication, Delay and Costs are Avoided by a Single Proceeding in the District Court.

The bankruptcy courts may only hear and enter final judgments in "core proceedings" in a bankruptcy case. *See* 28 U.S.C. § 157(b)(1)-(2). In non-core cases, like the Coverage Action, a bankruptcy judge may only "submit proposed findings of fact and conclusions of law to the district court"—and then only if the matter in dispute does not require a jury trial. *See* 28 U.S.C. § 157(c)(1). Because jury-trial issues predominate here, the Bankruptcy Court will not be able to issue even recommended decisions on the key issues. *Stillwater*, 2015 WL 1778349, at *5 (question of whether alleged sexual molestation constituted an "occurrence" under insurance policy "must be decided by [a] jury").

If withdrawal is denied, little if any progress will be made towards resolving these jury-trial issues because the District Court will be forced to review *de novo* the bankruptcy court's rulings on the few peripheral issues that do not involve disputed facts—effectively duplicating that work on these issues. *See Envisage Dev. Partners, LLC v. Patch of Land Lending, LLC*, No. 17-CV-03971-CRB, 2017 WL 4551575, at *4 (N.D. Cal. Oct. 11, 2017) (granting motion to withdraw the reference and observing that it is "difficult to see how" it would be more efficient for the bankruptcy court to adjudicate breach of contract and other claims given that "[a]ny decision made by the bankruptcy court would be subject to de novo review by [the District] Court as to both factual findings and legal conclusions").[38] Accordingly, courts have concluded that

[38] *See also Everett*, 556 B.R. at 445 (finding that withdrawal of the reference was proper, as it would "prevent delay and added costs to the parties by placing the non-core claims in [the District] Court, which can render final judgment"); *In re Addison*, 240 B.R. 47, 50 (C.D. Cal. 1999) ("[I]f withdrawal is denied, [the District] Court may be forced to revisit this very motion in the form of the findings of fact and conclusions of law of the bankruptcy judge. Therefore, the interest of judicial economy dictates that [the District] Court should exercise permissive withdrawal and adjudicate this matter now, rather than awaiting the determination of the bankruptcy court."); *Gumport v. Growth Fin. Corp. (In re Transcon Lines)*, 121

"unnecessary costs [are] avoided by a single proceeding in the district court." *Sec. Farms*, 124 F.3d at 1009; *see also In re Sullivan Int'l Group Inc.*, No. 19-cv-1008, 2019 WL 5648671 at *4 (S.D. Cal. Oct. 30, 2019) (observing in an insurance coverage matter that "the efficient use of judicial resources favors the withdrawal of the reference").

2. Withdrawal Promotes Judicial Economy by Not Requiring the District and Bankruptcy Courts to Address the Same Issues.

Withdrawal is proper because the substantive issues raised by the Diocese's Third Amended Complaint derive purely from state law and should be decided in a separate forum from the bankruptcy proceeding. *See Sec. Farms*, 124 F.3d at 1008 (holding that judicial economy and efficiency favor withdrawal to the district court of actions where non-core matters predominate); *see also In re United States Brass Corp.*, 110 F.3d 1261, 1268-69 (7th Cir. 1997) (observing that "insurance coverage is a creation of state contract law" and determining the scope of coverage is non-core to a bankruptcy proceeding). Contract disputes "are the bread and butter of district courts." *Roman Catholic Diocese of Rockville Ctr.,* 634 B.R. at 238. Where, as here, an insurance dispute "is entirely severable from the bankruptcy proceedings," withdrawal of the reference promotes judicial economy by "not requir[ing] the district and bankruptcy courts to address the same issues." *In re Comdisco, Inc.*, No. 04-C-5570, 2004 WL 2674398, at *2 (N.D. Ill. Oct. 15, 2004) (granting motion to withdraw the reference). Moreover, the Coverage Action will likely involve a host of additional complex insurance coverage issues pertaining to terms, conditions and exclusions of coverage involving numerous primary, umbrella, and excess policies that District Courts address routinely but which Bankruptcy Courts possess no particular expertise.

3. The Coverage Action is Entirely Severable from the Bankruptcy Proceedings.

Withdrawal of the reference will promote judicial efficiency because the question of "who bears financial responsibility for certain tort claims...does not concern the validity of the underlying claims" but rather "the [Diocese's] rights pursuant to insurance policies that exist

B.R. 837, 838 (C.D. Cal. 1990) ("Due to the fact that a District Court Judge must eventually preside over the jury trial in this matter, it would constitute a tremendous waste of judicial resources to permit the bankruptcy judge to continue to maintain jurisdiction over the issues presented in this litigation.").

independent of the bankruptcy case." *Roman Catholic Diocese of Rockville Ctr.*, 2021 WL 1978560, at *5 (granting motion to withdraw the reference); *see also, e.g., In re Cachet Financial Servs.,* 2023 WL 4752048 at *4 (judicial efficiency is served by withdrawing the reference in insurance coverage action that does not involve any core claims). The Diocese and all of its creditors will benefit from the District Court presiding over the question of whether insurance coverage applies to any of the underlying claims. *See, e.g., In re Align Strategic Partners LLC*, No. 16-35702, 2019 WL 2527221, at *4 (Bankr. S.D. Tex. Mar. 5, 2019) (recognizing that withdrawal of the reference "expedites the bankruptcy process").[39]

4. District Courts in Other Diocesan Bankruptcies Have Withdrawn the Reference for Coverage Disputes.

District Courts in several other diocesan bankruptcies have withdrawn the reference so that insurance-coverage disputes can be adjudicated in the district court. *See, e.g., Roman Catholic Diocese of Rockville Ctr.*, 634 B.R. at 238-39 (observing that it is "generally inefficient" for a district court to rule on a bankruptcy court's proposed findings of fact and this "strongly weighs in favor of withdrawal of the reference" because "it is simpler to adjudicate the proceedings in a single court") (internal quotation marks omitted); *In re Diocese of Duluth,* No. 16-ap-05012, 2017 WL 3037412, at *3 (D. Minn. July 18, 2017) (granting insurers' motion to withdraw the reference because "judicial efficiency [would] be promoted by withdrawing the matter"); *In re Archdiocese of Milwaukee,* No. 13-C-58, 2013 WL 660018, at *1 (E.D. Wis. Feb. 22, 2013) (granting insurer's motion to withdraw the reference because the insurance coverage issues were "separate and distinct" and doing so avoided "lengthy and largely duplicative proceedings in bankruptcy court"). In the bulk of the other diocesan bankruptcies, the adversary actions were stayed.

[39] Pre-trial discovery can be efficiently coordinated by the District Court or a magistrate judge, if deemed appropriate, as it has occurred in other bankruptcy cases. *See, e.g., Sharp v. Hawkins*, No. C 03-5023 CW, 2004 WL 2792121, at *7 (N.D. Cal. June 8, 2004) ("the reference should be withdrawn so that related discovery can be coordinated before [the district court judge] or a magistrate judge"); *Innovasystems, Inc. v. Proveris Scientific Corp.*, 2013 WL 5539288 at *5 (D. N.J. 2013) (observing that "judicial resources will be most efficiently allocated by withdrawal, given the expertise and presence of magistrate judges in district court proceedings").

In the *Diocese of Rockville Centre* bankruptcy, motions to withdraw the reference were granted by two different district court judges who held in separate orders that the insurance coverage claims were non-core and appropriately decided by the district court, even though these policies were "collectively the 'single largest' . . . asset of the estate." *Roman Catholic Diocese of Rockville Ctr.*, 2021 WL 1978560, at *6; *see also Roman Catholic Diocese of Rockville Ctr.*, 634 B.R. at 236 (observing that "the contracts at issue were entered into decades before the Diocese filed its bankruptcy petition" and "[t]his alone usually means that the contract claims are non-core."). In support of it decision to withdraw the reference, the District Court also relied on the fact that (i) the litigants were entitled to a jury trial and (ii) the Bankruptcy Court did not possess any "specialized knowledge" that would lead to a quicker resolution. For the same reasons, this Court should withdraw the reference.

F. Withdrawing the Reference Promotes Uniform Bankruptcy Administration and Does Not Raise Concerns About Forum Shopping.

Withdrawal of the reference will not interfere with the uniform administration of the bankruptcy case because, again, the Diocese's claims present issues of state law that are completely independent from the bankruptcy administration. To the contrary, withdrawal of reference will simplify the administration of the bankruptcy case.

The Bankruptcy Court's central charge is to oversee the reorganization process and the formulation of a plan of reorganization. It is essential to the administration of the case that the Bankruptcy Court be able to do so without the distraction and conflicts, both legal and practical, that would flow from concurrently presiding over contentious litigation. *See, e.g., Fong v. Am. Airlines, Inc.*, 431 F. Supp. 1334, 1338–40 (N.D. Cal. 1977) (information discussed with a judge during settlement proceedings may disqualify the judge from presiding over a case).

For the same reasons, there is no concern about forum shopping because this case must come before the District Court sooner or later: Only the District Court, not the Bankruptcy Court, has the constitutional authority to render a final judgment and conduct a jury trial. *See Roman Catholic Diocese of Rockville Ctr.*, 2021 WL 1978560, at *11 ("Because the Bankruptcy Court cannot enter a final judgment over these claims, this matter will end up before a district court

regardless of the outcome of this motion. Accordingly, withdrawal of the bankruptcy reference does not promote forum shopping.").[40]

CONCLUSION

For all of the foregoing reasons, the Moving Defendants respectfully request that the reference of this Coverage Action to the Bankruptcy Court be withdrawn, and for such other and further relief as the District Court may deem just and proper.

[40] Moving Defendants reserves the right to contest the District Court's exercise of jurisdiction over this matter as there is a lack of complete diversity of citizenship jurisdiction between the Diocese and the Defendants under 28 USC § 1334.

Dated: February 2, 2024

By: */s/ Karen Rinehart*

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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.	Chapter 11 Case No. 23-40523-WJL
THE ROMAN CATHOLIC BISHOP OF OAKLAND, Plaintiffs, vs. PACIFIC INDEMNITY, a Delaware corporation; TRAVELERS CASUALTY & SURETY COMPANY F/K/A AETNA CASUALTY & SURETY COMPANY, a Connecticut corporation; INSURANCE COMPANY OF NORTH AMERICA, a Delaware corporation; UNITED STATES FIRE INSURANCE, a Delaware corporation; WESTPORT INSURANCE CORPORATION, a Delaware corporation; CONTINENTAL CASUALTY COMPANY, a Delaware corporation; PACIFIC EMPLOYERS INSURANCE, a Delaware corporation; WESTCHESTER FIRE INSURANCE COMPANY, a Pennsylvania corporation; the CALIFORNIA INSURANCE GUARANTEE ASSOCIATION, a state entity; and CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, SUBSCRIBING SEVERALLY AND NOT JOINTLY TO SLIP NOS. CU 1001 AND K 66034 Defendants.	Adv. Pro. No. 23-04028-WJL **DECLARATION OF JUSTINE M. DANIELS IN SUPPORT OF MOTION TO WITHDRAW THE REFERENCE FROM BANKRUPTCY COURT TO DISTRICT COURT**

I, JUSTINE M. DANIELS, DECLARE AND STATE:

1. I am an attorney at law duly licensed to practice before all of the Courts of the State of California and a partner at O'Melveny & Myers LLP. I am counsel of record for defendants Pacific Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company and Westchester Fire Insurance Company (collectively, the "Pacific Insurers") in the above-captioned adversary proceeding. I make this declaration in support of the Motion to Withdraw the Reference from Bankruptcy Court to District Court (the "Motion") brought on behalf of Pacific Insurers, Westport Insurance Corporation, formerly known as Employers Reinsurance Corporation, Travelers Insurance Company, and California Insurance Guarantee Association. The following statements are based upon my own personal knowledge upon information and belief. If called as a witness, I could and would testify to the accuracy of these statements.

2. On November 14, 2023, the Bankruptcy Court held a hearing on various motions to dismiss the First Amended Complaint in the above-referenced Adversary Proceeding. A true and correct copy of the transcript of this hearing is attached as Exhibit 1.

3. On July 18, 2023, the Bankruptcy Court held a hearing on the motion to set bar dates in the above-referenced matter. A true and correct copy of the transcript of this hearing is attached as Exhibit 2.

4. The report "Clergy Sexual Abuse in the Bay Area (Diocese of San Francisco, Oakland, and San Jose)" is available at https://www.andersonadvocates.com/practice-areas/clergy-abuse-reports/. A true and correct copy of this document is attached as Exhibit 3.

5. The report "Priests Accused of Abuse in Diocese of Oakland" is available at https://www.zalkin.com/accused-priests/diocese-of-oakland/. A true and correct copy of this document is attached as Exhibit 4.

6. The newspaper article by author Rachel Swan, "He Spent 17 Years as a Priest in Exile. His Final Act: a Scorching 'Farewell Letter' to the Catholic Church," *San Francisco Chronicle*, July 26, 2022 is available at https://www.sfchronicle.com/bayarea/article/A-Bay-Area-

priest-spent-17-years-protesting-the-17315574.php. A true and correct copy of this document is attached as Exhibit 5.

7. The newspaper article by author John Simerman, "Former East Bay Priest Now At Center of Vatican Clergy Abuse Controversy," *Contra Costa Times*, Apr. 9, 2010 is available at https://www.eastbaytimes.com/2010/04/09/former-east-bay-priest-now-at-center-of-vatican-clergy-abuse-controversy/. A true and correct copy of this document is attached as Exhibit 6.

8. The newspaper article by author Kiley Russell, "Diocese of Oakland files for bankruptcy in wake of hundreds of sex abuse lawsuits," *Bay City News Service*, May 8, 2023 is available at https://www.nbcbayarea.com/news/local/oakland-diocese-bankruptcy-sex-abuse-lawsuits/3224314/. A true and correct copy of this document is attached as Exhibit 7.

9. The newspaper article by author Julianna Barbassa, "7 Sue Diocese of Oakland over alleged sex abuse Church defrocked priest 3 years after he pled guilty to child molestation," *Associated Press*, Aug. 20, 2010 is available at https://legalnews.com/detroit/695262. A true and correct copy of this document is attached as Exhibit 8.

10. The newspaper article by author Brandon Bailey, "Abuse Claims Blame Church Officials," *Mercury News*, Dec. 29, 2003 is available at https://www.bishop-accountability.org/news2003_07_12/2003_12_29_Bailey_AbuseClaims.htm. A true and correct copy of this document is attached as Exhibit 9.

11. The newspaper article by authors Brooke Donald et al., "Letter Shows Pope Benedict Blocked Priest's Defrocking in 1985," *San Bernadino Sun*, Apr. 9, 2010 is available at https://www.sbsun.com/2010/04/09/letter-shows-pope-benedict-blocked-priests-defrocking-in-1985/. A true and correct copy of this document is attached as Exhibit 10.

12. The newspaper article by author Yomi S. Wronge, "Ex-Priest Pleads Guilty to Sex Charge," *San Jose Mercury News*, Dec. 7, 2002 is available at https://www.bishop-accountability.org/news5/2002_12_07_Wronge_ExPriestPleads.htm. A true and correct copy of this document is attached as Exhibit 11.

I declare under penalty of perjury pursuant to the laws of the State of California and of the United States that the foregoing is true and correct and that this declaration was executed in Los Angeles, California on February 2, 2024.

/s/ Justine M. Daniels
Justine M. Daniels

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EXHIBIT 1

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

-oOo-

In Re:

THE ROMAN CATHOLIC BISHOP OF OAKLAND

Debtor.

) Case No. 4:23-Bk-40523
) Chapter 13
)
) Oakland, California
) Tuesday, November 14, 2023
) 9:00 AM

ADV#: 23-04028
THE ROMAN CATHOLIC BISHOP OF OAKLAND, ET AL. v. PACIFIC INDEMNITY, ET AL.

1. SCHEDULING CONFERENCE

2. MOTION FOR PROTECTIVE ORDER FILED BY PLAINTIFF THE ROMAN CATHOLIC BISHOP OF OAKLAND. (DOC. 124)

1. STATUS CONFERENCE. CONT'D FROM 10/18/23, 11/17/23

2. MOTION FOR 2004 EXAMINATION OF INSURERS FILED BY CREDITOR COMMITTEE (DOC. 502). CONT'D FROM 11/17/23

3. MOTION FOR PROTECTIVE ORDER RE SURVIVOR CLAIMS FILED BY CREDITOR COMMITTEE (DOC. 517). CONT'D FROM 11/17/23

4. MOVING INSURERS' MOTION FOR ENTRY OF AN ORDER PERMITTING INSURER EXPERTS AND/OR CONSULTANTS TO HAVE ACCESS TO SEXUAL ABUSE PROOFS OF CLAIMS AND SUPPLEMENTS FILED BY CREDITOR PACIFIC INDEMNITY COMPANY, INSURANCE COMPANY OF NORTH AMERICA, AND PACIFIC EMPLOYERS INSURANCE

COMPANY (DOC. 522). CONT'D FROM 11/17/23

5. MOVING INSURERS' MOTION FOR COURT'S APPROVAL OF CONFIDENTIALITY AND PROTECTIVE ORDER FILED BY CREDITOR PACIFIC INDEMNITY COMPANY, INSURANCE COMPANY OF NORTH AMERICA, AND PACIFIC EMPLOYERS INSURANCE COMPANY (DOC. 523). CONT'D FROM 11/17/23

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE WILLIAM J. LAFFERTY
UNITED STATES BANKRUPTCY JUDGE

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Proceedings recorded by electronic sound recording; transcript provided by transcription service.

OAKLAND, CALIFORNIA, TUESDAY, NOVEMBER 14, 2023, 9:01 AM

-oOo-

(Call to order of the Court.)

THE CLERK: All rise. The court is in session. This is the United States Bankruptcy Court, Northern District, California, the Honorable William J. Lafferty presiding.

THE COURT: Okay. Please be seated.

This is a specially set matter, so let's go ahead and just call the matter.

THE CLERK: Yes, Your Honor. Would Your Honor like me to call the adversary along with the bankruptcy?

THE COURT: Yeah. Let's just do that, then we'll see where we proceed. Okay.

THE CLERK: Yes, Your Honor. Calling line items number 1 and 2 jointly. Line item number 1 is for the Roman Catholic Bishop of Oakland, et al., v. Pacific Indemnity, et al., case number 22-04028. And line item number 2 is the Roman Catholic Bishop of Oakland bankruptcy, case number 23-40523.

Moving the parties over now from Zoom, Your Honor.

THE COURT: Okay. Why don't we start out with appearances in the courtroom.

MR. MOSES: Good morning, Your Honor. Shane Moses, Foley & Lardner, for the debtor Roman Catholic Bishop of Oakland.

THE COURT: Okay.

MR. MOSES: And I believe Mr. Lee and Ms. Uetz are on the line on Zoom.

THE COURT: Okay. All right. Well, we'll get to them in a minute or two.

MS. ALBERT: Good morning, Your Honor. Gabrielle Albert, Keller Benvenutti Kim, on behalf of the unsecured creditors committee.

THE COURT: Okay.

MS. ALBERT: And with me, we have counsel from Lowenstein and Burns Bair, who will introduce themselves.

THE COURT: Okay. Go ahead.

MR. KAPLAN: Good morning, Your Honor. Michael Kaplan from Lowenstein Sandler on behalf of the committee, along with my colleague Colleen Restel, who is in the gallery for now.

THE COURT: Okay.

MS. RESTEL: Good morning, Your Honor.

MR. BURNS: So --

THE COURT: Yeah, get up to a microphone so we don't Ms. a beat.

MR. BURNS: Good morning, Your Honor. Tim Burns, special insurance counsel for the committee. And with me is my partner Jesse Bair.

THE COURT: Great. Nice to see you. Okay.

MR. BURNS: Thank you, Your Honor.

THE COURT: All right.

MR. PLEVIN: Good morning, Your Honor. Mark Plevin for Continental Casualty Company.

THE COURT: Okay. Good morning.

MR. SCHIAVONI: Good morning, Your Honor. Tancred Schiavoni from O'Melveny for Pacific Indemnity and the I name Pacific Employers and maybe even Westchester, too, I think, in this case. Okay.

THE COURT: Okay.

MR. SCHIAVONI: And Your Honor, I'm proud to just introduce you to Justine Daniels from my office also. Thank you.

THE COURT: Great. Nice to see you. Okay.

All right. On the screen, why don't we start with --

MS. UETZ: Good morning, Your Honor.

THE COURT: Yeah, we'll start with other debtors' counsel. Go ahead, Ms. Uetz.

MS. UETZ: Thanks, Your Honor. Nice to see you. Ann Marie Uetz from Foley & Lardner on behalf of the debtor.

THE COURT: Okay.

MR. LEE: Good morning, Your --

MS. RIDLEY: Good morning, Your --

MR. LEE: Matthew Lee of Foley & Lardner on behalf of the debtor.

THE COURT: Okay.

MS. RIDLEY: And good morning, Your Honor. Eileen

Ridley on behalf of the debtor, specifically on the adversary proceeding.

THE COURT: Right. Okay. Anybody else for the debtor?

MS. UETZ: Not today.

THE COURT: How about anybody on screen for the committee?

MR. KAPLAN: No, Your Honor.

THE COURT: Okay. Then let's go ahead and just pick up the other folks on screen. I'm assuming they're all insurance company counsel.

MR. CALHOUN: Good morning, Your Honor. George Calhoun for United States Fire Insurance Company.

THE COURT: Okay. Good morning.

MR. WEISS: Morning, Your Honor. Matt Weiss of Westport Insurance Corporation.

THE COURT: Okay.

MR. WEISS: And Todd Jacobs and Blaise Curet --

THE COURT: Okay.

MR. WEISS: -- on as well.

THE COURT: Good morning.

UNIDENTIFIED SPEAKER: Good morning.

UNIDENTIFIED SPEAKER: Good morning, Your Honor.

MR. CAMERON: Good morning, Your Honor. Clinton Cameron on behalf of the London Market insurers.

THE COURT: Okay. Good morning.

MR. PUKLIN: Morning, Your Honor. Bradley Puklin for the London Market insurers as well.

THE COURT: Okay. Now, that connection is not so great. I don't know if you're able to hear me well.

MR. PUKLIN: I am. I apologize.

THE COURT: That's a little better. That's a little better. Thank you.

Okay. Anybody else? That's all the appearances?

MR. COMPEAN: On behalf of the defendant in the adversary proceeding California Insurance Carrier Association.

THE COURT: Right. You're here to see if I do the same thing as I did last week, right?

MR. COMPEAN: That's right, Your Honor.

THE COURT: Okay. All right. Well, that's a good question.

All right. Anybody else on screen? Got everybody?

Okay. We have a lot that's on today. So who has a suggestion re the order of procedure.

MS. UETZ: Your Honor, it's Ann Marie Uetz for the debtor. Maybe we could just set the table to confirm that we're all on the same page with respect to what's on --

THE COURT: Yeah, sure.

MS. UETZ: -- (Indiscernible).

THE COURT: Sure, sure, sure.

MS. UETZ: Thank you. Our understanding is there are cross-motions for entry of a protective order --

THE COURT: Um-hum.

MS. UETZ: -- regarding the discovery to be produced to the insurers. The committee has also filed a further motion for protective order in respect of the proofs of claim.

THE COURT: Um-hum.

MS. UETZ: I believe there is a status or case management conference set generally.

THE COURT: Um-hum.

MS. UETZ: And we did just want to at the foot of this mention Alvarez & Marsal's fee application, which is out there without decision and just check on that.

THE COURT: Yeah, I'm thinking about it.

MS. UETZ: Okay. Thank you, Your Honor. That's why I have --

THE COURT: Well, let me -- well, let me tell you -- since you mentioned, let me tell you what I'm thinking about. Okay.

MR. SCHIAVONI: Your Honor, there is one motion missing from that list.

MR. KAPLAN: Yes.

THE COURT: Okay. Can we get to it in one second?

MR. SCHIAVONI: Sure. I'm sorry.

THE COURT: All right. Appreciate it.

MR. SCHIAVONI: I'm sorry, Your Honor.

THE COURT: What I tried to indicate during the fee app hearings, and I probably didn't do it as directly as I should, was a concern, both with the relative brevity of the descriptions of what Alvarez & Marsal were doing and particular tasks, but also my concern -- and I might have said it in a way that came across somewhat archly. I didn't mean it to be arch. I meant it to be quite literal.

I was concerned that it -- I mean, I don't know -- if A&M is doing everything they say they're doing, I don't know who else is doing anything with respect to any financial or accounting or business advisory or other functions that are within the diocese. And I didn't really expect through the order that I entered to have A&M totally supplant the diocese. It kind of looks like that's what's happened. And that was the other concern I had.

The additional descriptions were better. I could probably find a way to live with them on the theory that everything is interim until it isn't, in the same way that baseball season is very long until suddenly it's very short. And similarly here, everything's --

MS. UETZ: I've never heard that one, Your Honor.

THE COURT: Yeah, well --

MS. UETZ: That's a good one.

THE COURT: Okay. So but my concern was just to

figure out really who's doing what here because the numbers are very large. I'm not suggesting that they aren't performing wonderfully important services. But if they've basically just taken over all these functions from the debtor, I'd like to know that because I think that's something I need to -- I need to chat about with them possibly. Okay.

MS. UETZ: And Your Honor, I do believe that Charles Moore from Alvarez is here today. I think raises as --

THE COURT: Okay.

MS. UETZ: -- point of procedure because we don't have anything on calendar. So --

THE COURT: No, no. But I just, I've been kind of going back and forth on this one in my head, and I wanted you to know why because I did indicate I would try to --

MS. UETZ: Yeah.

THE COURT: -- I'd try to enter an order promptly. And I've been struggling with whether I do that or not. So that's the second -- that's the other half of my concern. Okay.

MS. UETZ: If it's helpful to either have him available or set it for a hearing, whatever you suggest, we'll take your direction on it.

THE COURT: We'll come back --

MS. UETZ: I think we can answer those questions --

THE COURT: Yeah, we'll come back to that at the end

if that's --

MS. UETZ: -- when the time's right.

THE COURT: Yeah, we'll come back to that --

MS. UETZ: Sure.

THE COURT: -- at the end. Okay. In the meantime, I --

MS. UETZ: Okay. And then --

THE COURT: Okay. You want to go ahead and see if Mr. Schiavoni thinks that you forgot something?

MS. UETZ: Well, the ruling on the motions to dismiss maybe what he's suggesting, or maybe I've --

THE COURT: Yeah.

MS. UETZ: -- completely forgotten something else. But we do have on our radar that you were going to issue --

THE COURT: Right.

MS. UETZ: -- a ruling on this motion.

THE COURT: Right. Right. And there's a 2004 exam.

MR. KAPLAN: Yeah. Your Honor, that's the other piece.

MS. UETZ: Oh, thank you.

THE COURT: That's on too?

MR. KAPLAN: The committee's 2004 of the insurers, yes, Your Honor.

THE COURT: Right. Okay. And the insurer's response to that?

MS. ALBERT: Yes, Your Honor.

THE COURT: All right. Which I think it was really primarily Mr. Levin's pleading, right?

UNIDENTIFIED SPEAKER: Okay.

THE COURT: Okay.

UNIDENTIFIED SPEAKER: Yep.

THE COURT: I'm sorry, Mr. Plevin. Excuse me.

Okay. Well, anybody have a suggestion where we start?

MR. KAPLAN: Your Honor, if I might, the committee's protective motion seems rather uncontroverted with except for a couple of clarifications. Maybe we could start off on agreement or we could start off on the most --

THE COURT: Well, are you talking about the motion that would restrict certain information from, example, ISO?

MR. KAPLAN: Yes, Your Honor.

THE COURT: Well, I don't know that -- I think I read the response a little differently, as in shouldn't it be dealt with in the context of the disagreement about the form of a protective order; is that fair?

MR. SCHIAVONI: We think it's moot, Your Honor, because the protective orders we've proposed specifically --

THE COURT: Okay.

MR. SCHIAVONI: -- exclude ISO from --

THE COURT: Okay.

MR. SCHIAVONI: -- authorized party, and I explained

the reasons for that.

THE COURT: Okay.

MR. SCHIAVONI: Judge, there is one motion missing still.

THE COURT: Okay. All right.

MR. SCHIAVONI: Okay. And I'm sorry to interrupt you before. I think I had too much coffee this morning. Okay. So --

THE COURT: Look, don't ever worry about that. That's okay.

MR. SCHIAVONI: No disrespect was intended. It's there is this package, so to speak, of protective order motions. We have a motion that so we can use experts --

THE COURT: Uh-huh.

MR. SCHIAVONI: -- and consultants. It's really essential to us. So that's another motion in that little package.

THE COURT: Okay.

MR. SCHIAVONI: I have no objection to starting with this ISO issue if that's what is --

THE COURT: Okay.

MR. SCHIAVONI: -- the pleasure of Your Honor.

THE COURT: Well, I mean, if it's essentially moot because through one protective order or the other, we're all going to agree that absent some other agreement or development,

information is not going to be shared with them, it's fine with me.

MR. KAPLAN: Well, might I, Your Honor, just --

THE COURT: Yeah.

MR. KAPLAN: Yeah.

THE COURT: Come on up.

MR. KAPLAN: Just for record purposes, good morning, Your Honor, again. Michael Kaplan from Lowenstein on behalf of the committee. We don't agree with Mr. Schiavoni's assessment that it's moot because of the protective order. We'll save the argument on which protective order should apply, but --

THE COURT: Um-hum.

MR. KAPLAN: -- very clearly, our view is is that the bar date order that Your Honor already entered and we heard argument about and Your Honor made balls and strikes calls, just to keep the baseball analogy going today, governs --

THE COURT: Um-hum.

MR. KAPLAN: -- the proofs of claim in this case. It was the bar date order in four other diocesan bankruptcy cases that one insurer who is not in this particular case violated by sharing data with this third-party ISO. So our view is is it is not a matter of questions of the protective orders is our motion seeks to clarify and ensure that the protections afforded in the bar date order are crystal clear --

THE COURT: Um-hum.

MR. KAPLAN: -- that you cannot share this data with ISO because what happened in these other cases, Your Honor, is is the insurer filed a the letter, same letter, four separate cases on September 28th, attempting to justify the disclosure ISO under the bar date order. We don't want to get to that point.

THE COURT: Um-hum.

MR. KAPLAN: And so when I said it was uncontroverted, it seems to me that everyone agrees that we should not be sharing the data with ISO. We're not talking about publicly available information. We're talking about strictly proof of claims. We would just like the protective order entered to ensure that there is clarity that the bar date order Your Honor entered does not permit that data to be shared with ISO.

THE COURT: Um-hum.

MR. KAPLAN: This is separate and apart from the conversations of the protective order because none of the motions as I read them -- I'd be happy to be corrected if I'm wrong -- modify Your Honor's bar date order.

THE COURT: Okay.

MR. KAPLAN: So that's why I think that it is -- it should be uncontroverted and should be a fairly simple way to get started.

THE COURT: Okay.

MR. KAPLAN: Thank you, Your Honor.

THE COURT: Thank you.

Let me invite response.

MR. SCHIAVONI: So Tancred Schiavoni from O'Melveny for Pacific Indemnity. Your Honor, this issue is moot because -- and I'm glad I brought up this expert motion, right --

THE COURT: Um-hum.

MR. SCHIAVONI: -- because the limitation -- `what we've done is under the bar date order, there's a mechanism to sort of -- it's unclear to me whether experts were intended to be excluded for us. I mean, it seems inconsistent with a lot of things for that to be the case. But just jumping beyond that, there's a provision that allows us to seek court approval to have another party made part of the bar date protection, so to speak.

So we have that motion before you. We ask for experts and consultants. And what we do in that is specifically the order that defines what an expert is says -- like, it says ISO is not an expert. ISO is not an authorized party. It says it right there. So that would moot any perceived ambiguity that maybe ISO is an expert under the bar date order.

THE COURT: Um-hum.

MR. SCHIAVONI: To the extent they're saying that experts aren't even permitted, there's not even really an issue about ISO, so to speak, under that. But that would cure that.

That would address that.

And on the protective orders, we have no problem with a line in those orders. In fact, we proposed it. It's in our -- it's in our protective order that says ISO is not a authorized party.

And to be clear, I think it's inadvertent, but this separate order that they're seeking, it kind of hits -- it hits a nail with a sledgehammer instead of a hammer because it goes beyond just saying they're not an authorized party. It reinvokes all sorts of confidentiality, and it does it one-sidedly, just for insureds. It doesn't say nobody can use ISO or nobody can use claims database people or what have you.

And we lay that in our brief. I could explain it to you further. But I think, if you've read it, Your Honor, I won't --

THE COURT: Um-hum.

MR. SCHIAVONI: -- go through it any further. The cleanest way to deal with this is just to say ISO is not an authorized party. And we're prepared to do that. We did it in our two protective orders. When they contacted us, we wrote them back right away, saying that's the way to deal with this. It's like, and we have no problem with that.

And to be clear about this, like, much has made ado about ISO and Interstate here. But if you read the fine print of what their accusations are against ISO, it says they shared

it with them. But it says that, like, in five instances, maybe someone else looked at it, okay, other than ISO. When I read the ISO website to this, it says it's an anti-fraud mechanism. In other words, it looks like you put a name in and it would tell you whether somebody has submitted fifty other claims, okay, for the same thing.

So we don't need to get into a huge debate about whether that's proper or not proper. But it doesn't seem to me there was some evil motive --

THE COURT: Um-hum.

MR. SCHIAVONI: -- behind the whole thing. And Interstate, as far as I read the record, self-reported. They've done everything they can to sort of cure. They've been punished with having to pay all of Lowenstein's fees. They have a bill already of a hundred-and-some-odd-thousand dollars for them --

THE COURT: Um-hum.

MR. SCHIAVONI: -- examining them, et cetera, about it. So we all want to be careful about this. But it's like, let's not to try to cure this problem make a bigger problem --

THE COURT: Um-hum.

MR. SCHIAVONI: -- okay, so to speak. It's like, I would just take them out of the definition of authorized party, and we're fully prepared to do that, Your Honor.

THE COURT: Okay. Let me ask Mr. Kaplan a question.

MR. KAPLAN: Yes, Your Honor.

THE COURT: Come on up.

MR. KAPLAN: Yes.

THE COURT: I'll tell you what my instinct here is. It may be that this is a sledgehammer hitting a nail, but there are some things that are sensitive, and it doesn't hurt to have a sledgehammer. So I want you to address what you heard Mr. Schiavoni suggest is some overreach here, or it's maybe some unintended consequences. But the point of this is simply to say that there would be a protective order. ISO will not be -- nobody will share the following information with ISO, and that's it. That doesn't sound like a problem.

MR. KAPLAN: Well, it's not a problem, Your Honor. But we've put ISO, and we tried to define as best we could because I am not an expert in the --

THE COURT: Sure.

MR. KAPLAN: -- insurance world.

THE COURT: Yeah.

MR. KAPLAN: I disagree with most everything Mr. Schiavoni said about the sensitivity, but I'll get to that. We want to make sure exactly that, Your Honor, that that we're not going to get a letter on September 28th of 2024, which says, oops, we shared it with --

THE COURT: Yeah.

MR. KAPLAN: -- SFO and it's okay and we did it.

So --

THE COURT: Yeah.

MR. KAPLAN: -- we definitely want that clarity. I don't want to conflate the other motion that the insurers filed, Your Honor, with the extra disclosure pieces with the experts because we are prepared to address that. But we don't think it's hitting a -- I mean, is it a sledgehammer? Possibly. But keep in mind, Your Honor, the survivor's information, only talking about information from the proofs of claim, only exists because of the debtor filing bankruptcy.

THE COURT: Um-hum.

MR. KAPLAN: And they did so under the guise of filing these proofs of claim that the information would be kept confidential.

THE COURT: Um-hum.

MR. KAPLAN: So that's pretty important, I think. So if it's a sledgehammer or a jackhammer or --

THE COURT: Well, the only question is what are the implications, other than if any, ISO is not going to have this information? I mean, is this one-sided, the way Mr. Schiavoni suggests? Then it should be -- it should be -- the order should be modified to make it clear that the restrictions work both ways.

MR. KAPLAN: Well, Your Honor, I don't think it needs to be. And this actually goes to the second sort of motion out

there, which is --

THE COURT: Um-hum.

MR. KAPLAN: -- neither the debtor nor the committee is able to retain anybody without Your Honor's approval, which is specifically provided for in the bar date order. It's the same for everyone else. So we can't go out and retain a third-party service provider of any kind unless we tell Your Honor why, what we're planning to do, how we're going to pay for it, and the list goes on.

THE COURT: Um-hum.

MR. KAPLAN: The insurers are in the unique position, and they're the only ones in this position, who do not have to tell you necessarily who they're retaining and for what.

THE COURT: Um-hum.

MR. KAPLAN: So it is, in fact, one-sided, absolutely, because there are already additional protections built in place in the bankruptcy and the bar date order for that. But to the extent, Your Honor, to make clear, I'm happy for the order to say that nobody can share the proofs of claim information with any third-party without court intervention. We want -- right.

THE COURT: Look, and that would just confirm something that's already the case as to the debtor and other authorized professionals. Right. I think that's a good idea.

MR. KAPLAN: With pleasure. And we will --

THE COURT: Okay.

MR. KAPLAN: -- circulate a revised language --
THE COURT: Okay.
MR. KAPLAN: -- to that regard.
THE COURT: Okay.
MR. KAPLAN: And --
THE COURT: Thank you.
MR. KAPLAN: -- thank you, Your Honor.
THE COURT: And on that basis, the motion is granted. Okay.
MR. KAPLAN: Thank you, Your Honor.
THE COURT: Thank you. Where do we go next?
MR. KAPLAN: Shall we continue onto Mr. Schiavoni's motion on the experts on the bar date order if the --
THE COURT: Would you like to do that, Mr. Schiavoni?
MR. SCHIAVONI: Sure, Your Honor.
THE COURT: Okay. It's your motion. Come on up.
MR. SCHIAVONI: Your Honor, again, Tanc Schiavoni for Pacific.
THE COURT: Um-hum.
MR. SCHIAVONI: In some ways, I'm sorry that we had to burden you with a series of motions on this, but I don't want you to -- like, this is collectively of enormous importance to us --
THE COURT: Um-hum.
MR. SCHIAVONI: -- because we need to have experts.

We need to have consultants. We need to have the ability to question adverse witnesses. We need to be able to have the ability to present evidence to a jury at some point here.

And like, the maze of, like, whatever is done with these confidentiality provisions throughout the day, and we'll talk about them, has to be done in a way that's consistent with 107 and it doesn't take away our basic rights under the Seventh Amendment to basically try a case. Okay. And that's all said with we have no problem with protecting the names and the identities of the claimants --

THE COURT: Um-hum.

MR. SCHIAVONI: -- and other reasonable protections. But we can't be boxed into a position where we're giving up -- like, we're being forced to sign an agreement that says we consent to giving up our right under Rule 26 to have an expert or a consultant. We can't even function that way as a practical matter to get through these proofs of claim.

In Camden, in Boy Scouts, in Buffalo, and I could go on, the ability to kind of look at these things and analyze them from an aggregate basis and an individual basis -- like, we've given you citations to experts who were experts in the field of sexual abuse, who reviewed proofs of claim and reached conclusions and gave opinions to the court about them that were picked up in Boy Scouts about manners in which protective measures would be adopted, et cetera.

We had other experts look at them and give views about where there were issues about deficient claims and how to deal with them. In Boy Scouts, a court has adopted anti-fraud provisions as a result. This was salutary. It was positive in a sense for everybody.

So what is it at issue with the bar date order, it specifically provides as we set out. It says that the debtor and the committee can use experts. The Camden order and other orders then went on to say the insurers -- like, it mirrored it. It used the same language. Here, it says the insurers are a "authorized party", and then it goes on to list, I don't know, a series of other, like, related entities, successors, reinsurers, et cetera, but it doesn't include a specific designation for experts.

On Thursday, there was argument in the San Francisco case about the specific terms. And there, the term "professional" is used. And I don't want to get into a huge debate about what happened at a hearing that I don't have a record for yet, a transcript. But Your Honor, in a matter of days, I believe you'll see a proposed order go in that will have professionals in it which incorporates experts. Okay.

Now, there was some big debate about whether or not each person at a professional had to sign --

THE COURT: Um-hum.

MR. SCHIAVONI: -- the acknowledgment --

THE COURT: Um-hum.

MR. SCHIAVONI: -- there or whether the entity itself could itself cover it.

THE COURT: Yeah.

MR. SCHIAVONI: And that was a matter of some debate. I don't know how that's going to resolve itself, to be candid. But I don't think there was any debate that, like, parties get to use experts and consultants. Everybody benefits from it.

So the order here, again, by oversight or whatnot, it's not explicit about this. And we want to be cautious. We don't want a repeat of the thing that's been made out of this ISO thing. So we came to the Court under a provision of the order. It's, I think, 14 Romanette (iii)(J) that allows a moving party with the authority of the Court to share with someone else.

And we've asked for that authority to share it with our experts and consultants. We would only share it with them if they signed the appropriate agreements, acknowledgment that that applies in this case so that they're being bound to the -- they're agreeing to be bound to the order. We do that candidly for our own protection, but also, obviously --

THE COURT: Um-hum.

MR. SCHIAVONI: -- we want to comply with the order to the letter. But --

THE COURT: Is this a request to amend the order or to

clarify or what's the --

MR. SCHIAVONI: I don't think it's -- that's not how --

THE COURT: What's the relief?

MR. SCHIAVONI: Okay. We have not presented it as a motion to amend or clarify.

THE COURT: I mean, I'm not saying that's wrong, but I'm just curious.

MR. SCHIAVONI: Okay. And we've presented it to Your Honor in the first instance as the order itself provides, it says, here are the authorized parts.

THE COURT: Um-hum.

MR. SCHIAVONI: And then under Romanette 14(iii)(J) -- Um-hum.

MR. SCHIAVONI: -- it says that any other person can be added, but we've got to come to you. We've got to --

THE COURT: Okay.

MR. SCHIAVONI: -- give notice to everybody.

THE COURT: So it's under that --

MR. SCHIAVONI: Yes.

THE COURT: -- rubric? Okay.

MR. SCHIAVONI: So we're invoking that provision --

THE COURT: Okay.

MR. SCHIAVONI: -- to say that we're asking for that -- we're moving, asking for authority. We've actually

identified two specific experts that we proposed to use. Like, nobody can help themselves at throwing stones at them, whether they're good or bad. That's the litigation world. People do that. But it's like, they're very legitimate enterprises, let me put it that way.

THE COURT: Um-hum.

MR. SCHIAVONI: I mean, they're big consulting entities. Okay. They're not people we pulled off the street, the Brattle Group and NERA (phonetic). We may not use both of them. Okay.

THE COURT: Um-hum.

MR. SCHIAVONI: But I wanted to have their names in there so that, like, we weren't just dealing with this totally in the abstract.

THE COURT: Um-hum.

MR. SCHIAVONI: But yeah, we may need another consultant or two in there, and we give that right. So the issue here -- I'm sorry, Your Honor. I (indiscernible)--

THE COURT: No, I just, I have a question. And I apologize. Remind me whether the relief requested is in the abstract, as in we want a -- we want an understanding that we can consult with -- let's just use the word "professionals" because it is fairly broad and probably helpful here. And that doesn't require you particularly to disclose who they are to the other side; is that the idea? I mean, you happen to be

disclosing to folks here because they're known entities.

MR. SCHIAVONI: Well, we do qualify it in this respect, Your Honor.

THE COURT: Um-hum.

MR. SCHIAVONI: I think it does say in the specific order, and God forbid I've remembered it wrong, we want it this way. It said, these are people who would be specifically hired --

THE COURT: Um-hum.

MR. SCHIAVONI: -- for this engagement.

THE COURT: Um-hum.

MR. SCHIAVONI: Okay. It would not -- it would be someone we've retained for this very engagement, not --

THE COURT: Um-hum.

MR. SCHIAVONI: -- somebody like -- like the ISO instance that came up, okay, I guess nobody knew about. Right. It's like, here, it'd be someone we specifically engaged --

THE COURT: Um-hum.

MR. SCHIAVONI: -- for the engagement. And in a sense, the proposed order in San Francisco, I think it's constructed that way. It says professionals, and parties then are able to get them. Now, look, it is true that there is, in effect, sort of disclosure --

THE COURT: Um-hum.

MR. SCHIAVONI: -- by professionals that are

retained --

THE COURT: Well, they have to sign something.

MR. SCHIAVONI: -- for -- well, we would have to sign them.

THE COURT: Um-hum.

MR. SCHIAVONI: And we would ask Your Honor that we get to -- like, we don't have to -- we would ask that we follow, in essence, the Federal Rules and we not have to disclose a nontestifying expert who we consult with to get advice, maybe advice to try to resolve the case --

THE COURT: Um-hum.

MR. SCHIAVONI: -- okay, that we're not putting up as a testifying expert.

THE COURT: Um-hum.

MR. SCHIAVONI: That is how it -- that is how Congress envisioned the distinction being testifying and nontestifying experts.

THE COURT: Um-hum.

MR. SCHIAVONI: And we would hold the agreement to be bound by the order.

THE COURT: Um-hum.

MR. SCHIAVONI: And we'd obviously be in peril, like if there was -- if we didn't get it and there was some violation because we didn't get it, we'd have that in hand. But --

THE COURT: But whoever that is, whether they're testifying or nontestifying, they're signing that --

MR. SCHIAVONI: Absolutely.

THE COURT: -- Exhibit A, right?

MR. SCHIAVONI: Absolutely. That would --

THE COURT: But you wouldn't have to disclose they had done -- I mean, you would be responsible for that --

MR. SCHIAVONI: Yes.

THE COURT: -- and you wouldn't necessarily have to disclose that to the debtor or the committee, right?

MR. SCHIAVONI: That's the proposal, Your Honor.

THE COURT: Okay. All right.

MR. SCHIAVONI: Okay. You can reject that. Okay.

THE COURT: Uh-huh.

MR. SCHIAVONI: You'll hear from the other side that they feel that because there's a different set of rules that apply in a sense to a professional who's getting paid from the estate. It's like, they have to make an application here.

THE COURT: Um-hum.

MR. SCHIAVONI: Okay. But I think that's really different -- that's just a different -- that applies for a different reason. Okay. And it's not, I don't think, right to rob us of what the rules are under Rule 26 for disclosing nontestifying experts.

THE COURT: Um-hum.

MR. SCHIAVONI: I also don't think it's helpful. I think we ought to be encouraged to have nontestifying experts who help us better understand the situation here. And I think that ought to be frankly encouraged. I think that's why Congress wrote it that way.

THE COURT: Um-hum.

MR. SCHIAVONI: But it's here. It has particular rationale and benefit. But that's why we -- that's the request --

THE COURT: Okay.

MR. SCHIAVONI: -- so to speak.

THE COURT: Okay.

MR. SCHIAVONI: Okay. And the other thing, just the other point on this, is there's some issue here about, well, have we followed the provision by the letter of the rule, okay, and it says we're supposed to serve the claimants, comma, if known. All right. And Your Honor, what we did was we served the -- I forget what they call it, the core service list.

THE COURT: Um-hum.

MR. SCHIAVONI: I think that's what it's called.

THE COURT: Um-hum.

MR. SCHIAVONI: And that does include counsel of record for plaintiffs' lawyers. And it does include a number of plaintiffs' lawyers. I'd be the first to say it probably doesn't include every plaintiffs' lawyer.

THE COURT: Um-hum.

MR. SCHIAVONI: Okay. But it's if known. We're literally in the situation where we don't know who the plaintiffs -- like, we don't know who the claimants are.

THE COURT: Um-hum.

MR. SCHIAVONI: We know from the complaints who some of them are. Right. But we don't have a full list. It's like, it's impossible for us to serve all of the individual claimants, Your Honor. And I submit that that can't be, like, a reasoned interpretation of what Your Honor meant when you signed the order that we would have to go out and individually serve all the claimants. It seems inconsistent with everything that the protective order was trying to achieve, that all of a sudden, they'd be getting notices from, like, an insurance company, saying, we're going to use the Brattle Group. Right.

It's like, they are represented here in a fiduciary capacity by the TCC, by the committee, and they're certainly in the best position, if they felt any additional service was necessary, to provide that service. They may have the list of all the plaintiffs' lawyers and whatnot in the case. And I think certainly they're in contact with them. They're in the best position to sort of do that, Your Honor. And so I think we've done everything to kind of comply. Okay.

If the order is construed in this sort of literalistic way, it makes the terms of the order. And this is sort of like

a rule of construction for interpreting contracts, but also orders and statutes. Right. It makes the statute, or here, like, the order, it's not a reasoned interpretation because it makes it illusory. There's no way to use this provision if you have to serve people and you don't know who they are or you don't know who their counsel are. We've made service of the folks that we know who are on this by the mechanism provided through ECF service and through the service list. So Your Honor, we submit that that's good service.

To the extent, Your Honor, there's some literalistic sort of other analysis of this, we're not moving for reconsideration. But the Court always has the power to interpret its own orders and to tweak them and to sort of leave us in a position where we don't get to use experts or we are left with months of litigation over whether we can use an expert. It's not productive to -- like, where we're going to go on this. It's like, it makes it impossible for us to sort of -- to function on a going-forward basis.

THE COURT: Okay.

MR. SCHIAVONI: Thank you, Your Honor.

THE COURT: Thank you very much.

Yeah. Come on up.

MR. KAPLAN: Okay. Good morning again, Your Honor. Michael Kaplan from Lowenstein. A lot to unpack there. I'm going to do my best to sort of follow it.

THE COURT: Um-hum.

MR. KAPLAN: Let's start with a couple of points. The service argument that you just heard Counsel argue about is it's just not right. The service argument that was made is is that the goods we're talking about proofs of claim. So let's just make sure we ground ourselves in this argument.

This is to do with proofs of claim. And it really is, Your Honor, a motion for reconsideration of the bar date order, which was already litigated once before. And then 0.25 this morning, we did another round on it. But this is all about the bar order. So procedurally, I would argue that the motion is not properly before you to do it, but let's set the sort of form over substance aside here.

The issue we have, Your Honor, with this proposed modification is a couple things. Number one, we have the main case, then we have the adversary proceeding. There is no contested matter currently in the main case for application of Rule 26. Depending what Your Honor says in about half an hour or maybe a little bit more about the adversary proceeding, there might not be any discovery going on yet in the adversary proceeding. But admittedly, at some point, we would hope that discovery ensues in the adversary, at which time Rule 26 through 7026 and otherwise would apply.

So the whole notion about disclosure of nontestifying and consulting experts under Rule 26, that is a red herring,

Your Honor. It has no application here. That has to do with the adversary proceeding. But that is actually part of where we have the problem because if you look at the insurers' proposed order, which broadly defines the term.

"Expert shall mean any entity or person with specialized knowledge or experience in a matter pertinent to the Chapter 11 case and/or adversary proceeding who has been retained by an authorized party or its counsel to serve as an expert witness or as a consultant in connection with the Chapter 11 case and/or the adversary," including, he goes on, Mr. Schiavoni lists the Brattle Group and NERA.

I'm not going to get into the Brattle Group and NERA, Your Honor. The citations that were made to Your Honor in the moving brief about their utility is not true. The citations we provided you in the transcript about their utility, that's the record.

THE COURT: I think that's neither here nor there.

MR. KAPLAN: Yeah.

THE COURT: Yeah.

MR. KAPLAN: And that's the point.

THE COURT: I mean, it's we'll see.

MR. KAPLAN: We may come a fine -- and I think that's exactly the point, Your Honor, is is --

THE COURT: Um-hum.

MR. KAPLAN: -- we are not in a contested matter yet

in the main case. There is nothing in which the parties are about to take depositions. There is nothing in which there is that type of formal discovery occurring.

And what the bar date order provides is again, we're only talking about proofs of claim. We're not talking about any documents the debtor provides otherwise. We are talking about only proofs of claim. Says that if you want to show that proof of claim to someone, you have to follow the procedures in the bar date order, which means you have to disclose who they are under Exhibit A, you have to give the parties ten days to do it, and you have to provide the specific survivor whose claims information it is with notice.

Those are the protections, Your Honor, that we litigated extensively before you. I can't remember the date exactly, but I think it was sometime this summer when we went through all of this. And it's exactly what Your Honor entered. And again, we only have this situation -- it's not because we're trying to single out the insurers. It's because the folks sitting on this side of the courtroom can't retain experts without the Court approving it and knowing it and disclosing it. And those experts are still subject to sign the authorized party agreement and otherwise.

So all we're asking for here, Your Honor, is we are not trying to limit anybody that the insurers want to retain. We can argue about the utility of that retention at a different

time. But what we're simply saying is is if you want to show them a proof of claim or the information in the sort of supplement to the proof of claim, you need to follow the bar date, which says you have to provide notice, you have to sign the agreement, and you have to give the parties a chance to object.

We should not have endless lists. I lost count, Your Honor. I think there are nine separate insurers here, but I might be off by a digit here or there, so forgive me. We should not have a world where nine separate parties have a right to retain anyone that they deem pertinent and that the universe of people who have access to proof-of-claim information is twenty-five, thirty, forty-five, fifty. That's not what the proof of claim information is.

Again, nothing to do with discovery that provided pursuant to 2004 in the main case. This is only proof-of-claim information. If you get the information somewhere else, share it as you see fit. But I don't think it's really onerous, Your Honor, and burdensome for the main case to limit who sees the proofs of claim and to have to follow the procedures that Your Honor carefully thought about and implied.

No one's being limited. We're simply just saying you have to disclose it. This isn't the adversary proceeding. There's a separate procedure there. And it really goes, Your Honor, to the argument of whether or not the proofs of claim

belong in the adversary proceeding. But we will get to that at the appropriate time in the adversary proceeding.

I don't see really how it's more complicated than that. But this broad definition of expert, that they don't have to tell -- that the insurers don't have to disclose who they're showing proofs of claim to, in the committee's mind, that is unacceptable and that is inconsistent with the confidentiality that is provided in the bar date order. And there is no way to police that, and there is no way to check that because the Exhibit A has to be signed by both the debtor and committee, Your Honor.

So I'm not sure what we're getting at here. If they're willing to sign Exhibit A, it's got to be signed by both of us, and there's still a disclosure and a period for us to object and say, no, you shouldn't give the proof of claim information to those people. Your Honor would have to call it. I've never objected to a name yet when these have come through. I'm not sure who we're talking about. But there are no depositions. There are no document demands. There is no discovery. I'm not sure why we're really back here.

THE COURT: Yeah Let me give you one reaction to that.

MR. KAPLAN: Okay.

THE COURT: And this is not a ruling. It's an observation. Okay. The challenge of these kinds of cases is so many things are happening in parallel. And I take your

point that there's technically no contested matter here.

But for the same reason that I'm going to look somewhat askance at the insurers' position re the motions to dismiss, although not as askance as you might like me to, but the same reason that I question anybody's puzzlement as to why we're here, we know where we're going here. Okay. I mean, they're going to have to look at these things. And it's just a question of what should be the impediments and what should be the barriers. Right. So the fact that there is or isn't a contested matter right now, I agree with you, but we have to sort of get past that. Right.

MR. KAPLAN: Fully agree with Your Honor.

THE COURT: Okay.

MR. KAPLAN: And that is why if they wanted to -- if the insurers would like to disclose all the folks they want to use now -- again, it's not a matter of --

THE COURT: Right.

MR. KAPLAN: -- it's not a matter of telling us every person at the Brattle Group so we can go back through and sit down and search through everyone's name, although I certainly know Mr. Hinton and some of the other experts well.

THE COURT: Yeah.

MR. KAPLAN: And we may get to see them again on Monday on the other side of the country. This is simply just --

THE COURT: In Camden?

MR. KAPLAN: In Camden, yes, Your Honor.

THE COURT: Okay.

MR. KAPLAN: They're a proposed -- Mr. Hinton's proposed to testify again.

THE COURT: Okay.

MR. KAPLAN: But nevertheless, the point is simply to have a disclosure at a level -- for instance, Your Honor, we retained Stout (phonetic).

THE COURT: Um-hum.

MR. KAPLAN: Your Honor saw the application. You approved it. Stout signed the authorized party agreement. And everybody knows Stout is in the case.

I don't think it is particularly onerous or burdensome to simply say that the Brattle Group is in the case. They are going to be looking at proofs of claim. I don't think it's onerous to say NERA is in the case. They're looking at proofs of claim. But I will say that had we known in this procedure we're followed in another case, we probably would not have been in the position we're in in some of those talking about ISO and others.

So I'm not sure what the impediment is. I don't think Your Honor would look kindly on us over0objecting to everyone the insurers wanted to retain, and I'm not sure that I would personally come argue that. I might bring one of my colleagues

to stand in front of the proverbial firing line if we chose to do that.

But specifically for the proof of claim information, Your Honor, the disclosure required and the notice, to simply give the individual survivors, whose rights have been violated many, many times, an opportunity to be told your information that you submitted confidentially in the bankruptcy is going to be shared with people who you may not have known. Ten days, Your Honor, for them to give the opportunity to do that, I'm hard-pressed to understand how that's slowing anything down in this particular case. But that's what -- I mean, we --

THE COURT: Let me just ask you this. And if you don't know, that's fine. I mean, is this aberrational in the sense that this bar date order is different from others that have been entered around the country? This issue has never come up before, versus in what sense is this typical?

MR. KAPLAN: Your Honor, I can represent to you that this is not an issue that I have litigated in other --

THE COURT: Okay.

MR. KAPLAN: -- cases previously.

THE COURT: Okay.

MR. KAPLAN: This has become a specific issue, I think, because of the additional disclosures that occurred in the Rochester, Rockville, Camden, and Syracuse cases. But in the other diocesan cases, there are provisions that allow the

insurers to get access to all the proofs of claim. They still had to sign the authorized party agreement. And I do not recall -- Mr. Schiavoni has a far better memory than me in some respects.

THE COURT: Um-hum.

MR. KAPLAN: I do not recall this similar motion being presented in the Camden case, of which I litigated virtually every motion that was before the court, and I do not recall this being presented in any other case. The provision to share strictly the proofs of claim, I believe, is nearly identical. I could certainly check it, Your Honor, but I know there's an authorized party agreement --

THE COURT: Um-hum.

MR. KAPLAN: -- that requires parties to be signed. It has to be cosigned by the debtor and the committee. And I believe there's a notice provision there. There's a (indiscernible).

THE COURT: Okay. Appreciate it. Thank you.

MR. KAPLAN: Okay.

THE COURT: Okay.

MR. SCHIAVONI: Your Honor, if I could just --

THE COURT: Yeah. Come on up.

MR. SCHIAVONI: So I have a proposal, okay, which, like --

THE COURT: Always happy to hear a proposal.

MR. SCHIAVONI: -- that may, like, get us where we need to be. But --

THE COURT: Okay.

MR. SCHIAVONI: -- let me just quickly just cover a couple of points.

THE COURT: Yeah.

MR. SCHIAVONI: So the Camden order says -- and I'm reading -- it's in footnote 7 of our moving brief.

THE COURT: Yeah. Um-hum.

MR. SCHIAVONI: And exhibit and whatnot. It says in Section 15(iii), then (iv), it provides that authorized party shall include, "any insurance company ... together with their respective successors, reinsurance counsel, experts, and consultants." So --

THE COURT: And that was the similar order that was the --

MR. SCHIAVONI: Mr. Kaplan's right. It's like, he didn't come up there because it was specifically in the order.

THE COURT: Okay. But is that the bar date order in that case?

MR. SCHIAVONI: Yes.

THE COURT: Okay.

MR. SCHIAVONI: Yes.

THE COURT: Thanks. Appreciate it. Thanks.

MR. SCHIAVONI: It's not really come -- as I

understand, it's not really coming up before Judge Montali whether or not experts are permitted. It's just a matter of who exactly signs it because professionals is right in the form. That's how --

THE COURT: Um-hum.

MR. SCHIAVONI: -- almost all of these are set up.

THE COURT: Okay.

MR. SCHIAVONI: What happened here was whether -- I don't know whether we missed it. I don't know. But like, there was a lot before --

THE COURT: Right. I missed it. Okay.

MR. SCHIAVONI: -- assigned to protect -- there was a --

THE COURT: So nobody has a -- nobody has any concerns. Okay.

MR. SCHIAVONI: There was a lot before us on the protective order.

THE COURT: Okay.

MR. SCHIAVONI: And if I'm at fault for not bringing that to your attention --

THE COURT: That's all right.

MR. SCHIAVONI: -- I take the fault.

THE COURT: Okay.

MR. SCHIAVONI: But I can't believe Your Honor really, like, meant to, like, limit us in that way. So --

THE COURT: I appreciate it.

MR. SCHIAVONI: -- just two other quick things. All right.

THE COURT: Yeah. Okay.

MR. SCHIAVONI: So this notion of there is not really a contested matter now, it's like, look, we're not waiting until the eve of a confirmation hearing or the beginning of --

THE COURT: Um-hum.

MR. SCHIAVONI: -- the claims allowance process --

THE COURT: Um-hum.

MR. SCHIAVONI: -- to then present you with an expert and then have them start his work.

THE COURT: Yeah, I get it.

MR. SCHIAVONI: Okay.

THE COURT: I get it.

MR. SCHIAVONI: There is a contested matter here.

THE COURT: Yeah.

MR. SCHIAVONI: And whether whatever happens with the adversary, I suspecting it's not going away entirely, okay, we need to be prepared for both things and --

THE COURT: Um-hum.

MR. SCHIAVONI: -- we need one set of experts looking for it.

THE COURT: Okay.

MR. SCHIAVONI: But also, like, we like to try to get

a handle on this. Okay.

THE COURT: Um-hum.

MR. SCHIAVONI: And Rule 26 does allow for nontestifying experts for a very good reason. And we should be encouraged in that regard, Your Honor. Thank you.

THE COURT: You bet. Okay.

MR. SCHIAVONI: Oh, so I had a proposal. Okay.

THE COURT: Yeah.

MR. SCHIAVONI: If Your Honor is really concerned about us complying with the letter of whatever it is, 14(3)(ii)(J) --

THE COURT: Um-hum.

MR. SCHIAVONI: -- giving notice to all of the claimants on ten days for this proposal we have before Your Honor, this request for relief, you could either enter the order on negative notice and then have the committee notice it out to -- I don't have -- I noticed the claimants I know of. Those are, like, their counsel, the ones on the 2002 service list.

THE COURT: Okay.

MR. SCHIAVONI: So the committee could notice out -- if they haven't probably have already done it, but like, if they haven't, it's like, they could notice it out and the order wouldn't be effective for ten days if any of them come in to object to experts being permitted to review this, the order

wouldn't go into effect within ten days.

THE COURT: Well, it's just funny because at the risk of parsing this too fine, which is the last thing we need in this case, are there two issues? I mean, one is with respect to this motion to whom it should have been noticed. And the second is the issue that's underneath it.

Is it with respect to any particular instance in which you're going to get a proof of claim that that particular claimant -- I mean, are those two different things? Or are you suggesting that because of the effect of the relief that you're requesting here, the question is whether the notice of this was sufficient, and that's all?

MR. SCHIAVONI: The motion before Your Honor is to ask under J --

THE COURT: Yeah.

MR. SCHIAVONI: -- let me just call it that --

THE COURT: Yeah.

MR. SCHIAVONI: -- is that authorized parties -- that the Court include, among authorized parties, experts and consultants, exactly as the order did in Camden --

THE COURT: Okay.

MR. SCHIAVONI: -- and similar to the order in San Francisco.

THE COURT: Okay, as opposed to a further notice issue?

MR. SCHIAVONI: That's the request.

THE COURT: Uh-huh.

MR. SCHIAVONI: The objection to that request is that somehow we haven't complied with the notice procedure because even though the notice procedure says that we serve claimants if known, that we didn't serve the ones we don't know --

THE COURT: Yeah, yeah. Okay.

MR. SCHIAVONI: -- who they are.

THE COURT: Okay.

MR. SCHIAVONI: Okay. It's like, if -- like, I don't think that's a reasoned analysis, and I don't think we should have to --

THE COURT: Okay.

MR. SCHIAVONI: -- provide other notice. But if Your Honor wants more notice --

THE COURT: Okay.

MR. SCHIAVONI: -- give them ten days to give it.

THE COURT: Okay. Thank you. Appreciate it.

Okay. Submitted?

MR. KAPLAN: Unless Your Honor has further questions.

THE COURT: No. No. I want to think about this for literally a day or two.

MR. KAPLAN: Okay. Sure.

THE COURT: Okay.

MR. KAPLAN: Just to be clear, Your Honor, we did not

raise the service of the actual motion.

THE COURT: Yeah, I wasn't sure --

MR. KAPLAN: Yeah.

THE COURT: -- you had. I'm sorry. I mangled my question to Mr. Schiavoni.

MR. KAPLAN: That's okay.

THE COURT: -- but I think you got -- but you saw what I was asking.

MR. KAPLAN: I saw where you were go --

THE COURT: Yeah.

MR. KAPLAN: We didn't raise it.

THE COURT: Okay.

MR. KAPLAN: It's not an issue.

THE COURT: All right. I'm going to get back to you promptly on this. Okay. I'm thinking end of the week or Monday. All right.

Okay. Where do we go next?

MR. KAPLAN: Shall we stay on the theme of protective orders, or should we move to 2004?

THE COURT: Well, you can. I mean, when would it be appropriate to hear my thinking about the motion to dismiss?

MR. KAPLAN: Right now.

THE COURT: Okay. So it's good enough? Okay. All right. And look, there's going to be overlap here in several different ways. Okay.

So we had a fairly lengthy argument about a couple of motions to dismiss back on October 18. And I want to thank the parties for doing really a wonderful job of illuminating their views of the subjects. And again, this is another one of those situations where I think we're proceeding in some ways in parallel in terms of what's going on in the main case and what's going on in the AP.

And apropos of absolutely nothing, I'm struck by what I understand to be all the different ways that these kinds of APs are dealt with in different cases. There seem to be cases where they just get filed and they kind of sit there and they're just a vehicle to do something someday but it's not really urgent or necessarily joined in battle initially. And there are other situations where I think they're more immediately sort of a means to advance all kinds of important questions.

This one has provoked a couple of 12(b)(6) and 12(e) motions, which is fine because I think at the end of the day, my ruling is going to suggest how I think we need to clarify a few things here. So let me go back to the beginning.

So on June 22nd, the plaintiff in this case, the Roman Catholic Bishop of Oakland, filed a complaint, later amended, breach of contract and declaratory judgment against certain primary access and umbrella insurers. Plaintiffs allege jurisdiction under 28 U.S.C. 1334. They also allege that all

these matters are core under 28 U.S.C. 157(b), but there's not much elaboration as to what little part of 157(b) might render these things core. Plaintiffs also consent to this Court entering final orders, judgments, or decrees.

Certain of the defendants have filed demands for jury trials. The defendants also assert that these matters are state law causes of action that are not core. And they don't consent to this Court entering final orders, judgments, or decrees.

Clearly, this Court would have no ability to conduct a jury trial on the matter as presently set, I believe. Okay. certain of the insurers have also indicated a desire to file a motion to withdraw the reference, but I don't think that's been filed yet. And at some point, we'll circle back to that because that's going to implicate some timing questions on a couple of different matters here. Okay.

And let me just say as an aside, whether something is core or isn't is initially theoretically my call, but it's not ultimately my call. So the fact that somebody alleges that something isn't core or I shouldn't be entering final orders of the motion -- the reference should be withdrawn. The only thing I care about is certainty, not that I am never offended when anybody tells me I shouldn't be doing a thing. Congress has told me that, and I have to interpret it. But somebody else may interpret it differently, so I don't want anybody ever

to think that that is problematic.

The problem occurs when in all too many APs people don't say what they think about that and you get to the eve of a trial and suddenly somebody thinks that there's a problem. So I appreciate the fact this has come up early. That helps the process. Okay.

And the curious thing about this is although it's reasonably clear to me that even at this 12(b)(6), 12(e) stage, there are some factual disputes about fundamental aspects of these issues. I don't think any factual disputes have to be resolved here. So in the sense that if purely from a related to jurisdiction core, noncore matter, if I'm not resolving a factual dispute, I don't think that there's any Constitutional implications or problems because if what I do were to be reviewed, it would be reviewed de novo in any event, in which case the Stern issue just isn't a problem. So I intend to go ahead and rule on these motions. Okay.

So the amended complaint alleges that -- and here, I'm going to do sort of a laundry list. Don't take notes because it's going to -- don't feel the need to jot down every thought. Okay.

The complaint alleges that the defendant Pacific Indemnity on information and belief issued primary insurance policies to the plaintiff under various policy numbers for a period from roughly 1963 to 1966.

The Insurance Company of America information and belief issued primary insurance policies to plaintiff under various policy numbers as set forth in the complaint for periods 1966 to '69 and '69 to 1970.

Defendant Aetna Travelers issued written primary policies of insurance to the plaintiff under various policies for different periods of time commencing in 1975 and running through 1981.

Certain Underwriters of Lloyd's wrote primary -- I'm sorry, wrote excess policies under certain policy numbers for periods allegedly beginning 1962 and running through 1966.

Oh, I think I skipped somebody here. Yeah. Commercial Union/Armour Insurance Company obligations were later assumed by California Insurance Guaranty Association, allegedly issued written policies of insurance, various numbers from periods allegedly from 1970 to 1975. And those we dealt with last week. Okay.

Insurance Company of North America issued a written excess policy of insurance allegedly under a policy for the period of 1966 to 1970.

United States Fire Insurance issued a written policy of excess insurance, allegedly, for a period 1970 to 1971.

The Employer's for the Insurance written policy of excess insurance allegedly in 1971 to 1974.

CNA Insurance Company allegedly wrote a written policy

of excess insurance, various policy numbers from a period beginning 1974 running through 1980.

Industrial Indemnity issued a written policy of excess insurance, allegedly, again during 1980 and 1981.

And Lloyd's Underwriters allegedly issued written umbrella policies of insurance for a period 1963 to -- I'm sorry, 1962 to '63 and then '63 to '66.

Employers re issued a written umbrella policy of insurance to plaintiff under a policy number for a period 1974 to 1977.

Aetna Travelers allegedly issued written umbrella policies of insurance from periods 1978 to 1981 and then 1981 to 1987.

Pacific Employer's Insurance allegedly issued a written umbrella policy for a period 1985 -- I'm sorry, March 1985 through December 1985.

So attached to the amended complaint is Exhibit A is a chart listing the pending lawsuits filed in the (indiscernible) County Superior Court against plaintiff for alleged negligent supervision and hiring of certain clerical and ministerial personnel. The list underlies most of the claims that need to be resolved.

In this adversary proceeding, the plaintiff alleges generally that the primary and excess insurers have a duty to defend and indemnify the plaintiff through the state court

actions and further alleges that the insurers have either denied or failed to confirm coverage and/or provide defense and/or indemnity. As a result, the plaintiffs claim they have been damaged because one, the plaintiffs' been denied the benefits of the insurance policies that it purchased, despite having complied with all of the requirements under the policies. And two, plaintiff has been forced to defend itself against the lawsuits without the appropriate defense and indemnity from the insurers.

Plaintiff believes that the foregoing demonstrates a need for declaratory relief because there appears to be a dispute regarding coverage, and plaintiff believes some or all of the insurers breached their contracts because of their deficient response. Primary insurers contend that they did not breach any contract for failure to furnish a defense because they provided plaintiff a qualified defense under a reservation of rights. And the primary insurers who filed a 12(b)(6) motion further argue that they are not obligated to indemnify the plaintiff because the duty to indemnify only arises after the primary insurers' liability is established, which they argue has not yet happened.

Primary insurers contend that because the plaintiff has failed to allege or provide any evidence of the existence of any judgment or settlement in any underlying state court proceedings, primary insurers have no duty to indemnify the

plaintiff. Therefore, the primary insurers moved the Court to either dismiss this adversary proceeding or require plaintiff to provide a more definite statement.

So let me take a step back here. As background, the Court has made a comment few hearings ago that it finds it a little bit unusual to approach the issue of insurance coverage through this adversary proceeding, considering the fact that most of the questions related to the coverage can be resolved through comprehensive 2004 exams and through the parties' extensive discussions that are under way. That's neither here nor there. I mean, there's clearly two paths here. It's curious to me that we're on both, but there we are. Okay. This dichotomy persists and is going to be addressed in several applications today, small way applications.

With that and thinking about the motion to dismiss or a motion for a more definite statement, this dispute plays out sort of on two strata, one, a sort of meta conceptual level, what's this case about, and on a more particularized level, what are the duties allegedly implicated and have they been breached. And those are really two different questions.

To the extent that the insurers are basically taking the position, at least thematically, that they are uncertain as to what the plaintiff is seeking here at large. That argument generally lacks credibility with me. It's clear to me that the plaintiff is alleging that there is coverage, which is hardly a

surprise in this case or in any other disease case. Thus, for the insurers to claim they're uncertain how to respond is on that meta level unpersuasive.

However, we're talking about a complaint here, which is a much more particularized form of request for relief, and it needs to be precise in its allegations and assertions of duties and breaches. So the Court agrees with the insurers that for them to respond to the complaint, the plaintiff should amend the complaint to clarify at least the following points.

One, to the extent that the plaintiff believes that the obligation to indemnify has been triggered, the plaintiff should clarify the reasons why it believes that's the case.

Two, to the extent the plaintiff believes that the duty to defend has been breached, the plaintiff should provide further details concerning the instances of the alleged breach, including but not necessarily limited to, one, the dates the plaintiff tendered the claims to the insurers, two, the dates of the -- I'm sorry, I lost my place here -- dates of the insurers' responses, if any, and three, the reasons why the plaintiff asserts that the insurers' responses, if there was a response, were unsatisfactory or deficient under California law. I think we have to have that to understand that we have a breach or don't have a breach.

Further, to the extent that the insurance companies are asking for more particulars about the individual policies

or why the policies may or may not be in effect or exclusions may or may not apply, the Court believes that and agrees with Ms. Ridley. Those are really merits issues, but I don't think we need to get into it at pleading stage. So to the extent there was a request for that kind of information, I'm not granting the motion to dismiss.

But the primary motions, primary insurers' motions to dismiss, a motion for a more definite statement, are granted. And the plaintiff is directed and shall be permitted to amend its complaint consistent with the concerns described above.

With respect to the excess insurers, the excess insurers replicate many of the primary insurers' arguments regarding indemnity and defense. In addition, they argue that under Iolab Corp. v. Seaboard Surety Company, which is 15 F.3d 1500 (9th Cir. 1994), they have no duty whatsoever to an insured until the insured can demonstrate that the primary insurance has been exhausted and that the excess has been accessed.

Let me take a minute with respect to Iolab because it's clearly a very important case. In Iolab, Iolab was sued in the Central District of California for allegedly infringing the patent for an optical device owned by Dr. Jenson. The trial was bifurcated between liability and damages. And at trial, Iolab was found liable for patent infringement, and the parties subsequently settled. Iolab agreed to pay 13.5 million

dollars to Dr. Jenson.

Iolab then filed an action seeking indemnification from its insurers, both primary and excess insurers, for 13.5 million dollars, together with costs estimated at 1 million dollars, for a total of 14.5 million. Iolab's aggregate primary coverage during the infringing period amounted to thirty-six million dollars.

Further, the excess policy specifically provided that their liability does not attach until the underlying jurors have paid or have been held liable to pay. The district court dismissed on the pleadings the actions against four insurers, dismissing a fifth based on the complaint alone, and granted summary judgment, dismissing the remaining ten causes of action Iolab appealed.

The Ninth Circuit found that under California law, as they were interpreting California law, primary insurance must be exhausted before liability attaches under a secondary policy. This is true even if the total amount of primary insurance exceeds the amount contemplated in the secondary policy. So the Ninth Circuit affirmed the trial court finding the Iolab could not have sued for excess -- I'm sorry, could not exclude the excess policyholders for breach of contract until the legal obligations of the primary insurers have been determined and the excess policies had been triggered.

Now, the argument was raised at the oral argument in

the papers that there is other pertinent law in California with respect to declaratory relief actions in particular. And the case that was cited to the Court was Ludgate Insurance Company v. Lockheed Martin Corp., which is 82 Cal. App. 4th 592 (2008).

In looking at this case, my instinct is that there is greater flexibility under California law, specifically with respect to declaratory relief actions than I think was necessarily contemplated by Iolab. I think Ludgate stands for the proposition. And again, that's more of a pleading case. And they pointed out in Ludgate that Iolab was largely a summary judgment case.

But what I think Ludgate stands for is the proposition that at a pleading stage, it's sufficient, at least plausibly, to allege a likelihood that the excess can be implicated. In fact, the actual pleading in Ludgate might have gone beyond that and might have alleged on the numbers presented that the excess would be implicated. But I think that the point of Ludgate, in my view, is that there should be greater flexibility in looking at these issues through the prism of declaratory relief and that what needs to demonstrate through declaratory relief is an actual, plausible controversy and that that can be done even in this excess insurance concept.

I think that's particularly relevant here, and I think it's particularly relevant to a diocese case at this stage, because unlike Iolab, where the damages were set and everybody

knew what the numbers were, we may have ideas what numbers are likely to be based on other cases here, but we just don't know. I think that, as I look at the complaint, I don't believe that the plaintiff has yet alleged anything with respect to any kind of likelihood that there's going to be a likely invasion of the excess policies. I think they should be required to do that and have some basis for doing it.

So I think I'm going to grant the excess insurers motion to that extent. I think there needs to be some statement consistent with Ludgate where the reasonable possibility or reasonable plausibility they're looking to get to something implicating the excess policies, I don't think that has to be necessarily down to the penny. But I do think that Ludgate suggests that there can be a declaratory relief action, but it does require some pleading beyond what we have here.

So I'm going to grant the excess insurers' policy as well and permit the debtor, the plaintiff, to amend the complaint with respect to statements with respect to a plausibility under a Ludgate analysis that we're going to -- we are going to or are likely to implicate the excess policies as well.

So we talked about a deadline for amendment last week. The plaintiff suggests on November 28th. I don't know if Ms. Ridley wants to comment on whether in light of these rulings,

November 28th still make sense for one amended complaint or whether something else should be considered.

MS. RIDLEY: Thank you, Your Honor. This is Eileen Ridley for the debtor in the adversary proceeding. Given the information, and I understand the Court's ruling, I would ask for a bit more time --

THE COURT: Okay.

MS. RIDLEY: -- because we're going to combine this with the amendments --

THE COURT: Yeah.

MS. RIDLEY: -- that the Court granted and amended for CIGA.

THE COURT: Okay.

MS. RIDLEY: And so I would ask for a little leniency --

THE COURT: Okay.

MS. RIDLEY: -- for time in the holidays.

THE COURT: All right. Well, let me give you one other thought, too. I mean, the argument primarily went to the dec relief aspect of this. I don't know if you want to allege that there's some immediate breach, other than what you're suggesting in the dec relief, failure to respond. If you have that in mind, I don't think that's been pled yet. And I think that you would need to do so. If you want to simply rely on what I think is my interpretation of Ludgate, here, re a dec

relief action, that's fine. And then you might get another 12(b)(6) motion.

But if you have something else to say about a breach of a current duty, I think the complaint needs to be amended to say that because I don't think it -- it doesn't say it clearly to me right now. Okay.

MS. RIDLEY: Understood.

THE COURT: All right.

MS. RIDLEY: Understood.

THE COURT: All right. You want to suggest a amended date?

MS. RIDLEY: I'm sorry. I couldn't --

THE COURT: I'm sorry. Do you want --

MS. RIDLEY: -- tell if that was -- I'm assuming that's directed to me.

THE COURT: Do you want to suggest a different date for amending?

MS. RIDLEY: I do. Could I suggest -- I'm looking at a calendar right now. Could I suggest by the 18th of December?

THE COURT: Anybody want to comment?

MR. PLEVIN: Your Honor, Mark Plevin for Continental. 18th of December sort of puts us in a hole if we are responding to the complaint, either by motion or answer. So if Ms. Ridley wants that much time, that's great. I think we would need more than the amount of time --

THE COURT: Well, maybe you get to January 10th or something to file, for example.

MR. PLEVIN: Yes. Yeah.

THE COURT: That's the idea?

MR. PLEVIN: Right.

THE COURT: Okay. All right. Ms. Ridley. I mean, I pulled --

MS. RIDLEY: I'm happy to say so --

THE COURT: -- that out of my head, so I don't know what -- if we're looking at December 18, that is --

THE CLERK: It's the Monday, Your Honor.

THE COURT: It's a Monday? Okay.

THE CLERK: The 10th would be a Wednesday, Your Honor.

THE COURT: Okay. Well, I just pulled January 10th out of thin air. So if you want to make a different suggestion, let me know.

MR. PLEVIN: So assuming people are taking off the Christmas holiday and New Years', we're back in the office on the 2nd --

THE COURT: Um-hum.

MR. PLEVIN: -- I would say two weeks from that is the 16th of January.

THE COURT: Ms. Ridley, any comments on that?

MS. RIDLEY: I think what Counsel said is probably right, and I don't object to the 16th.

THE COURT: Okay. So January 16 for a response date to the amended complaint, okay, assuming it's filed on December 18. Okay. Okay.

MS. RIDLEY: Thank you, Your Honor.

THE COURT: All right. Is it appropriate to -- should we take the case management issues last, or given that we're now talking about timing on amended complaints, is it appropriate to take that up to some degree now? I mean, part of the response to what the insurers believe is a fairly aggressive schedule by the plaintiff was we're not even sure where we are with the pleadings yet, which is now truer than it was twenty minutes ago. I mean, I have two thoughts I'll just give you, and then we can get into the conversation.

It doesn't surprise me that the insurers have in mind a motion to withdraw the reference, and that is something that the reasons for that potentially go way beyond this isn't core. And I'm of two minds about that. In my experience, the experience has been party files that motion with the district court, the bankruptcy court under our Local Rules has the ability to "comment thereon". I've done that in a number of instances.

I will just tell you from my perspective in this instance, were I do comment on a motion to withdraw the reference in this instance, it would be probably not much more than I stand ready to do whatever the district court tells me I

should do. And there are plenty of instances where the district court says, just, Lafferty, you do all the grunt work. When we're ready to try this thing to a jury, then come see me. But whatever the district court suggests, obviously we will do.

I doubt that my comment would go much beyond tell me what you'd like me to do, District Court Judge. So I don't think I'm going to take issue necessarily with the motion to withdraw the reference in this circumstance. I mean, when I see it, I'll respond more precisely. But I suspect that's really all I'm going to say.

My experience has been, without meaning to be arch, that motions to withdraw the reference are presented to the district court. They are rarely argued. District court simply decides what it wants to do when it decides it wants to do it and does it. And we all go forward from there.

Which really is a bit of a dilemma for deadlines because on the one hand we can set all the deadlines we want here. If the reference were withdrawn, the district court would simply rethink all of them, and I don't think it would -- unless deadlines were to be coming up and being adhered to prior to the time the district court would decide a motion to withdraw the reference, and they have been known to linger up there for a period of weeks to months, if we're talking about simply things that the parties are going to be doing, it's maybe not such a big deal. If we're talking about things a

judge is going to be asked to do, I mean, we have to hold those for a while until we know what the district court's up to.

So those are just some general comments on scheduling. If anybody wants to come to the podium and give me your thoughts, I'm all ears, including Ms. Uetz, I can see.

MS. UETZ: Thanks, Your Honor. I can follow Mr. Schiavoni and others in the courtroom.

THE COURT: Okay.

MS. UETZ: I just wanted to let you know that I had a couple of comments for --

THE COURT: Okay.

MS. UETZ: -- to record on this.

THE COURT: Okay.

MS. UETZ: Thank you.

MR. SCHIAVONI: Tancred Schiavoni for Pacific.

THE COURT: Pacific. Uh-huh.

MR. SCHIAVONI: Your Honor, this is an occasion where it's sort of maybe less said is better, right, which maybe that's warmly received right off. But I do think that -- so we were -- I was flying here yesterday, and I did receive an email from Ms. Uetz that I just only read this morning.

THE COURT: Okay.

MR. SCHIAVONI: I didn't want to get into that email because I don't know whether it, like, is a privileged email, like, in a sense. Right. But it might make sense, given your

ruling for -- in a sense for us to be able to now use this opportunity to meet-and-confer --

THE COURT: Sure.

MR. SCHIAVONI: -- on what's the next best step --

THE COURT: Sure.

MR. SCHIAVONI: -- for the case. Okay. I will say, Your Honor, it's like, these cases -- like, I have two kids in Catholic schools, and I have eight years at Georgetown.

THE COURT: Um-hum.

MR. SCHIAVONI: I would like to bring this case to a soft landing personally.

THE COURT: Um-hum.

MR. SCHIAVONI: Okay. And I commit to work as hard as humanly possible. It is enormous challenges here. But I'm very committed to that. I'm a good litigator, and I can fight too, if, like, I'm put in an unreasonable position. But that's where I'd like to see the case go.

THE COURT: Okay.

MR. SCHIAVONI: So like, I think, rather than getting into a whole thing about what our competing schedules are, I don't --

THE COURT: I kind of thought we'd go this tact.

MR. SCHIAVONI: I don't think it's --

THE COURT: That's fine.

MR. SCHIAVONI: You've looked at the Rule 26

statements. For me, on a personal level --

THE COURT: Um-hum.

MR. SCHIAVONI: -- it's not a win to go off and litigate this thing in a district court or have jury trials. And that's not what I personally want to see happen.

THE COURT: Um-hum.

MR. SCHIAVONI: Okay. I will protect my clients rights and they want to do everything. But to the extent I can bring about a different outcome, then I'm committed to that. So that's one thing. Okay.

THE COURT: Um-hum.

MR. SCHIAVONI: The second thing is on the motion to withdraw the reference, I appreciate Your Honor's comments about it. One of the main issue, there's two sort of issues that you'll see when you get -- if we have to bring the motion --

THE COURT: Um-hum.

MR. SCHIAVONI: -- okay, like, you'll see sort of, like, there is an issue about -- like, we think, and I know this may be disputed, but that this is very much a jury-trial issue. And in a jury trial case, it's like, very important for a judge, I think, to have the case early on. Okay. And that is no -- you are the great.

THE COURT: No, no. Look, look --

MR. SCHIAVONI: All right. All right. But anyway,

that's --

THE COURT: The district judge will decide that --

MR. SCHIAVONI: Right.

THE COURT: -- and I mean, I couldn't be offended by that because they know something I don't know. Absolutely. No problem.

MR. SCHIAVONI: Mainly in some respects because the way every district court judge and every judge tries a jury trial --

THE COURT: Um-hum.

MR. SCHIAVONI: -- I have found in my experience trying jury trials, everybody, it's a very personal thing --

THE COURT: Um-hum.

MR. SCHIAVONI: -- I mean, how they interact with the jury and how they want --

THE COURT: Um-hum.

MR. SCHIAVONI: -- to do things.

THE COURT: Um-hum.

MR. SCHIAVONI: And it's just very individualized. Right.

THE COURT: Um-hum.

MR. SCHIAVONI: So I think it's sort of different than ninety-nine percent of the cases that --

THE COURT: Not a problem.

MR. PLEVIN: -- that arise -- when I'm representing,

like, a commercial party in a commercial bankruptcy --

THE COURT: Um-hum.

MR. SCHIAVONI: -- look, it's like, disputes about bond indentures, it's theoretically possible we could have a jury trial and a bond indenture. But I have yet to try that case.

THE COURT: Um-hum.

MR. SCHIAVONI: Okay.

THE COURT: Um-hum.

MR. SCHIAVONI: They normally resolve, frankly, with the very good advice of a judge in a bankruptcy court is extremely experienced in commercial matters. But --

THE COURT: Um-hum.

MR. SCHIAVONI: -- this is sort of a different animal. That's one thing.

The second thing, Your Honor, is it just as far as the precise timing, I would like the benefit of just -- like, I think the motion is best presented to the Court with the complaint attached, so to speak. Okay. But honestly, I'd like to do a little extra research on that because I'm not trying to slow things down or whatnot. It's like --

THE COURT: Um-hum.

MR. SCHIAVONI: -- I'm happy to sort of look into that a little bit further.

THE COURT: Um-hum.

MR. SCHIAVONI: But I'm embarrassed to say that's not an issue I've particularly studied.

THE COURT: Yeah.

MR. SCHIAVONI: So I benefit from a little time looking at that.

THE COURT: Okay. Well, if we're -- on the current schedule, we'd be here roughly the middle of -- if we're in 12(b)(6) land again, we're here in the middle of February, right? I think. Something like that.

MR. SCHIAVONI: Okay. Right.

THE COURT: Okay.

MR. SCHIAVONI: So like, we'd be -- like, if the cases suggest that I really should have that right after the motion to --

THE COURT: Um-hum.

MR. SCHIAVONI: -- right after the amendment, like, we'd be looking like very reasonable time shortly thereafter of that.

THE COURT: Yeah, that's fine.

MR. SCHIAVONI: Okay.

THE COURT: That's fine.

MR. SCHIAVONI: But if my research shows that we could do it sooner, I'm happy to entertain that.

THE COURT: Okay. All right.

MR. SCHIAVONI: But I would like to meet-and-confer

first.

THE COURT: No, I asked the question thinking somebody would tell me this is a pause moment or something along those lines. That's fine. Appreciate it.

MR. SCHIAVONI: Thank you, Your Honor.

THE COURT: Okay. Thank you very much. Appreciate it.

Okay. Ms. Uetz.

MS. UETZ: Thanks, Your Honor.

THE COURT: Unless you want to defer to your insurance counsel, who is --

MS. UETZ: (Indiscernible).

MR. KAPLAN: He's my insurance counsel.

THE COURT: I'm sorry. The committee's -- well, we're all sharing here, right? I mean, clearly. Okay. All right.

MR. KAPLAN: Sharing is good.

THE COURT: I apologize. Okay. Ms. Uetz, you had your hand up first.

MS. UETZ: Yeah. Thanks, Your Honor. Ann Marie Uetz --

THE COURT: Okay.

MS. UETZ: -- for the debtor. Try to lower my hands. There we are. A couple of comments, Your Honor. And I think as Your Honor was observe, we, as on behalf of the debtor, are intent on proceeding down a path of pursuing the adversary,

proceeding against the insurers while also inviting and try to work toward resolution. I think to a great degree the insurers hold a little bit of the keys to some of the timeline here in the following sense, Your Honor.

And let me just -- let me just emphasize, it is the debtors' belief that the best way to get to a resolution with the insurers, the most effective way to get to a resolution with the insurers in this Chapter 11 case, is to pursue the adversary proceeding as well. Mr. Schiavoni noted that he's a real good litigator, but he also likes to settle. I'm lucky. I have a really good litigator. I have Eileen Ridley. And as the debtor lead lawyer, I like to settle. So we are very much trying to work down that parallel path.

And when we talk about timing -- and that's the reason I raised my hand. When we talk about timing here for the adversary proceeding case, Your Honor, I think the reason I said that the insurers hold a little bit of the keys to the timing for resolution discussions with me is the following. They have identified that they want to file a motion to withdraw the reference. We just talked a minute ago about maybe even returning in mid-February for 12(b)(6) motions.

There are some gating issues which we believe the insurers will raise, negating coverage. So those actions by the insurers, whether it's to bring the 12(b)(6) after the next complaint is amended or whether it's to bring the motion to

withdraw the reference, that timing is a little bit in their camp, right.

As well, and Mr. Schiavoni alluded to it and I don't think it's -- I didn't intend it to be a secret, we have reached out to counsel for the insurers, and we asked them to consider who they might want to mediate the insurer issues in this case. And we're trying to move forward on really what is it they're allowed to have. Again, based on the firm belief by the debtor, right or wrong, hopefully I'm right, hopefully we're right, that by pursuing the adversary proceeding, we are moving the parties closer to a potential resolution.

So all of that, Your Honor, is to say that in light of the Court's ruling today and the intended amendment date, we have made clear to the parties and hopefully to the Court in the statement that we filed this week, we had intended to address the date for the adversary proceeding anew after the Court ruled on the motions to dismiss because we know those would be (indiscernible).

THE COURT: Got it. Got it. Got it. Got it. Okay.

MS. UETZ: So from the debtors' perspective, what I'm hoping to do is to meet-and-confer with counsel for the insurers regarding some schedule or timing on the motion to withdraw the reference. And then Mr. Schiavoni maybe say that the timing for that motion, in his view, is more appropriate after amendment. I don't actually agree with that, but that's

their motion and it's their motion to bring.

But as well, I'm happy to state we will continue to pursue mediation, having just started to (indiscernible) yesterday and I acknowledge that.

THE COURT: Yeah.

MS. UETZ: We reached out, and I'm hoping to have those discussions with counsel for the insurers and then return to this court on that subject as well.

THE COURT: Okay.

MS. UETZ: So I'll pause there. Ask if you have any questions for me.

THE COURT: No, I don't. Thank you.

MS. UETZ: Thank you.

THE COURT: Okay. Mr. Burns wanted to be heard.

MR. BURNS: Good morning again, Your Honor. So the committee agrees with the debtor.

THE COURT: Um-hum.

MR. BURNS: We believe that an aggressive litigation schedule in the adversary will help the resolution --

THE COURT: Okay.

MR. BURNS: -- of this case. Frankly, when I looked at the case management proposals of the debtor and of the insurers --

THE COURT: Um-hum.

MR. BURNS: -- there were things I liked in both.

Neither was wholly - neither was correctly -- what I'd call perfect.

THE COURT: Um-hum.

MR. BURNS: But there were things that the committee liked in both. Given the withdrawing the reference issue, it probably does make sense to me to meet-and-confer about the filing of that motion.

THE COURT: Um-hum.

MR. BURNS: But I didn't rise to speak --

THE COURT: Um-hum.

MR. BURNS: -- to talk specifically about those things. I thought it was important to get --

THE COURT: Okay.

MR. BURNS: -- the committee's position out there. But --

THE COURT: Um-hum.

MR. BURNS: -- I do want to say one word about how this impacts the 2004 motion that the committee's brought.

THE COURT: Um-hum.

MR. BURNS: I think the Court is correctly looking at this case, meta-level look at the case, plus an adversary-proceeding-level look at the case.

THE COURT: Um-hum.

MR. BURNS: If we're going to be waiting two to four months before this, the motions even filed at the adversary

proceeding level, I think it very much heightens the need for the 2004 examination to begin, as we discuss in our papers.

THE COURT: Okay.

MR. BURNS: The 2004. So I wanted to make that point. The meta will impact the litigation.

THE COURT: Um-hum.

MR. BURNS: And by proceeding down the road with the 2004, I think everyone benefits.

THE COURT: Okay. I appreciate that. Thank you.

MR. PLEVIN: Your Honor, Mark Plevin for Continental. I'm not going to respond now to what Mr. Burns just said about the Rule 2004 motion. I'll save that for later.

THE COURT: Um-hum.

MR. PLEVIN: I just wanted to say a word because I had understand that Your Honor wanted to rule on the motions to dismiss last week, and many of us on the insurers' side were not in attendance. And I wanted to explain that the --

THE COURT: You don't need to. I mean --

MR. PLEVIN: Well --

THE COURT: -- I'm happy to hear it, but you don't need to.

MR. PLEVIN: Yeah. Well, I wanted to explain that the reason was that the communication didn't come to us.

THE COURT: Okay.

MR. PLEVIN: And I've spoken with Ms. Ridley about

coordinating on providing the Court with a --

THE COURT: Uh-huh.

MR. PLEVIN: -- email distribution list for the --

THE COURT: Okay.

MR. PLEVIN: -- adversary proceeding --

THE COURT: Okay.

MR. PLEVIN: -- so that the next time the Court wants to --

THE COURT: Okay.

MR. PLEVIN: -- reach out to everybody will have an up-to-date list --

THE COURT: Yeah.

MR. PLEVIN: -- in order to do that.

THE COURT: Okay. Well, I mean, I missed you, but I was I was okay.

MR. PLEVIN: Right. Okay.

THE COURT: I will learn to love again. It's okay.

MR. PLEVIN: All right.

THE COURT: Okay.

MR. PLEVIN: Thank you.

THE COURT: Thank you very much. Okay. But no, look, that's a good point. There are a lot of people to keep apprized about things. And if we need to come up with a better system to do that, we'll certainly work with all of you to do that. So thank you. Thank you for raising that point. I

appreciate it.

Okay. Well, is this a time to sort of put on hold further discussion re case management while the parties chat, I think?

MS. UETZ: Your Honor, if I may, Ann Marie Uetz for the debtor. I would suggest that's appropriate. And I would just like to mention in respect to the schedule for the hearing this morning --

THE COURT: Yeah.

MS. UETZ: -- and Ms. Ridley was here for the insurance ruling and the insurance matters. She needs to get on a plane soon. So --

THE COURT: Okay.

MS. UETZ: -- we're going to ask if she can be excused --

THE COURT: Yeah. Thank you.

MS. UETZ: -- as Mr. Lee and I will handle the balance of the hearing.

THE COURT: All right. Thank you very much. Nice to see you, Ms. Ridley. Safe travels.

MS. RIDLEY: Thank you, Your Honor.

THE COURT: Okay. Thank you.

MS. RIDLEY: Okay. Thank you.

THE COURT: Okay. I would ask where we go next and then wonder whether people want a five-minute break.

MR. KAPLAN: Would love the five minute break.

THE COURT: Okay.

MR. KAPLAN: That's the second question.

Mr. Burns, before Mr. Burns previewed the 2004, Mr. Plevin --

THE COURT: Should we go to 2004 next?

MR. SCHIAVONI: Your Honor, I think we ought to maybe close out on the protective order motions while that's fresh in your mind, or if you want to change of pace, so to speak, we can move to --

THE COURT: I think I'm okay either way. Whatever you guys believe is the better --

MR. SCHIAVONI: Then I would suggest we close out on the protective orders.

THE COURT: Which is the -- which is the cross-motions, right?

MR. SCHIAVONI: Yeah.

THE COURT: Okay. Ten minutes?

MR. SCHIAVONI: Excellent.

THE COURT: Okay. Thank you.

(Whereupon a recess was taken.)

THE COURT: Okay. So protective orders?

MR. LEE: Yes, Your Honor. Matt Lee for the debtor. I'll be arguing these motions on behalf of the debtor.

THE COURT: Okay. Do we start one place or the other?

Anybody with Mr. Lee starting off?

MR. LEE: I haven't got to speak yet of this hearing, so I thought I'd jump in but --

THE COURT: Okay.

MR. LEE: However you'd prefer.

THE COURT: No, no. No, no, that's fine. Go ahead.

MR. LEE: Thank you, Your Honor. So we're here on the -- I guess I'd call them dueling protective order motions, one technically filed in case --

THE COURT: Yeah.

MR. LEE: -- one in the adversary proceeding.

Your Honor, in the six months that have passed since this case was filed, I think the debtors demonstrated, or at least I hope the debtors demonstrated, that it's willing to work hard to reach consensus with any party on just about any issue. And the debtor will obviously abide by whatever protective order or orders end up governing this case.

There are two primary reasons -- all that said, there's two primary reasons why the debtor submits that the Court should enter the debtor's proposed order governing the adversary proceeding and then reject the insurer's proposed order governing everything. The first reason is that the debtor absolutely -- and I think the case absolutely needs a two-tiered level of confidentiality here. Not all confidential documents are created equal. And as the Northern District's

model form in patent cases recognizes, it's appropriate in the patent context and the trade secret context. And it's no different here. I mean, these aren't trade secrets, but this is -- I mean, there's a dramatic difference between who should be allowed to see things like the debtor's retirement plans and trust agreements or like nonpublic corporate documents versus who should be allowed to see really any document detailing allegations of sexual abuse and the things that, from the debtors standpoint, people stand accused of.

And as the Court knows and has been argued ad nauseam in this case, California law requires the information to stay private and nonpublic the most sensitive information in the case, It may be the most sensitive information under California law at this point. And what the debtor's proposed order effectively does is make information regarding allegations of sexual abuse attorneys' eyes only with specific exceptions for, for example, lay and expert witnesses, people who were authors or recipients of the document, and anyone else the parties consent. In each case, all those people have to do in order to get access to the information is sign a form declaration indicating that they've read the protective order and that they agree to be bound by it.

And the insurers, in their motion and in any of their briefing, never explain why this is unwarranted, why the two levels of confidentiality is unwarranted, or why they shouldn't

be held to the same standard that thus far the debtor and the committee are held to in this case. What they allege, and they never really support this, is that somehow the debtor's proposed order, and by extension the order that has already been entered in this case because that's exactly what the debtors proposed order is modeled off of, doesn't adequately account for California law.

And what -- the law that they point to is called the Silenced No More Act which limits the scope of confidentiality provisions in settlement agreements between employers and employees or former employees relating to harassment, discrimination, or retaliation at work. It has nothing to do with the subject matter in this case. And even if it did, the insurers don't explain how their proposed order adequately accounts for it or how the debtor's proposed disorder doesn't. So that's the first reason. And the second reason is and we briefed this extensively. And so I don't want to belabor the point, but to adopt the insurer's proposed order quite simply changes everything about how confidential information is treated in this case. And it's going to require enormous time and expense burdens on the part of the estate to comply with either two orders simultaneously or to redo everything that they've done before up to this point under the existing main case protective order.

And I got to say that this wasn't the premise under

which the insurers brought their rule 2004 motion. The premise was that the debtor would be making the same production to the insurers that they made to the committee, that the debtor made to the committee. And if insurer's proposed order is granted, that won't the case. That debtor is going to have to redesignate, reproduce everything that's been produced. But more importantly, it's going to have to reassess the confidentiality of every document that it's already produced and all the documents that it's going to produce going forward. This is going to slow down discovery. It'll slow down the work of the case, and again, require a redo of work that's already done at tremendous expense to the estate.

This is just -- I submit that this is the opposite of what nature has promised. There's no reason to start over and really for what amounts to the reason that the insurers just don't like our order. The only issue that -- of any substance that they actually point to in objection to the debtor's proposed order is whether their witnesses, lay and expert witnesses, will have to sign a declaration saying that they'll be bound by whatever protective order is entered.

And if you look at the Northern District's model that they claim to have based their proposed order off of, it includes a provision that does exactly that. It's section 7.2F of the model order. And it says that witnesses who are being prepped for deposition or who are having their deposition

taken, all they've got to do is sign the form declaration saying they'll agree to be bound by the order. It cures that provision, that protection out for only that category of people.

But then they want you to say, well, the moral order from the Northern District should govern on all fronts, notwithstanding all the issues I mentioned before, notwithstanding the inconvenience and the cost of the estate, notwithstanding the fact that for three months, more than three months now, almost four months, the parties have been operating under a protective order that complies with Section 107 of the Bankruptcy Code, complies with and allows for the application of the bankruptcy rules, the Federal Rules of Bankruptcy Procedure and the Federal Rules of Civil Procedure, and that the Court has already acknowledged there's nothing untoward or surprising about any of the provisions of that order.

So but getting back to getting back to the witness question, I don't know why that would be the one category of people that the insurers think should not have to comply with the protective order. And their proposed order, all it does is says that the witness has to simply acknowledge it, not that they have to be bound by it. And I don't know -- there's no justification for that carveout.

I think the -- there's also a concern, although again, it's not explained, that the debtor's proposed order somehow

hamstrings the insurers or anyone from trying the case, adequately preparing the case. Neither the debtor nor the committee would have agreed to anything like that. And all this order does is control who sees the -- who gets to see the confidential information and says anybody who gets to see the confidential information, all they have to do is sign a declaration saying, yes, I agree to be bound by the protective order. And that's it. There's no limitation on anybody's ability to prepare a case or prosecute this case.

And we're talking about nondebtors through the Court doesn't otherwise have jurisdiction over. So this is literally the only way to control not only the dissemination of information, but also to compel people who get to see the highly confidential information to maintain the level of secrecy that the parties have to maintain.

I can address specific points in the motions. Those are the primary reasons why the motion that the debtors filed should be granted and why the motion the insurers filed should be denied.

THE COURT: Okay. Thanks very much. Appreciate it.

MR. LEE: Thank you.

THE COURT: Thank you. Who's going next to you?

MS. RESTEL: That's up to you, Your Honor. Your Honor, if you'd like, the committee supports the debtors position. So if you want to hear all in favor of that and then

the opposing or --

THE COURT: Yeah, why don't you do that? Okay.

MS. RESTEL: Thank you, Your Honor. Colleen Restel from Lowenstein Sandler on behalf of the committee.

There are a few things that can't be disputed in terms of the dueling motions. The Court entered a protective order in the main case back in August. The insurers objected at that time. And you, as we discussed earlier, called balls and strikes and entered the order. No party filed a motion for reconsideration of that order. And documents have already been produced pursuant to those procedures.

The debtors filed their proposed protective order and the adversary proceeding which is at least under the committee's interpretation, what Your Honor meant when you said that we would involve the insurers later on at the August hearing.

The proposed protective order by the debtors is substantially similar. All parties agree, and the procedures are the same as what was entered in the main case. And the insurers now want to replace the protective order with a completely new protective order with different procedures, and as we mentioned, only one layer of protection.

The insurers primary argument for the brand new protective order is that they want to use the District Court's form. Just want to note that the District Court website is

very clear that the form is optional. And it says, and I quote, "The local rules do not require the parties to use any of the model protective orders, and counsel may stipulate or move for any other form of protective order."

As Mr. Lee mentioned, the most problematic portion of the protective order is the difference between the one tier and the two tiers. And I will note that the model form does contemplate for a highly sensitive confidential information, a two-tier system, but the insurers didn't elect to use that model form.

THE COURT: Well, what if they did? I mean, what if they said, okay, we'll modify our order to have the two tiers that you'd would have in patent or other matters? Would that alleviate the problem?

MS. RESTEL: I think it would alleviate that one problem. But I think we would need to compare the highly sensitive information and who's able to see it under the current protective order versus the new protective order. And it would be up to the debtors because it's their sensitive information to determine who needs to -- if any revisions need to be made. And as Mr. Lee mentioned, that will set things back probably several months. It would be costly to the estate. And it would really just cause delay.

The one thing I will note for the committee as we -- it was a theme this morning is, as I mentioned, the information

that we're receiving from the debtor is the debtor's sensitive information. And I just want to be clear that the proofs of claim and the supplements to the proofs of claim are governed by the bar date order and not by the current protective order, the debtor's proposed protective order. It's very clear in both of those orders that the bar did order controls for proofs of claim and supplements. And I haven't seen that in the insurer's. It might be there and I just missed it somehow, so I'd be happy to be wrong. But in any -- if a new protective order is to be entered, we would just request that those protections are also very clear.

THE COURT: Okay.

MS. RESTEL: Thank you.

THE COURT: Thank you very much.

MR. SCHIAVONI: Tancred Schiavoni for Pacific, Judge.

As we are here at this very moment, there's a hearing going on in New Orleans, in the Diocese of New Orleans case, with a courtroom full of the press and individual plaintiffs lawyers trying to put into evidence documents that are about the abuse of the church in that case and a dispute about whether the press should have access and whether the judge engaged in a cover up with the church about preventing things.

In the Diocese of Buffalo, as we sit here, there is a action pending that the Buffalo News has intervened to try to get from the attorney general documents that were produced

about the abuse of the church in that case. And the church proceeding in an Article 78 unique to New York about whether those documents and the method to keep them confidential is in place. There will be hearing on that another week or so.

The point here is that we need here a form of order that has been appellate tested and has the backing of the Ninth Circuit. This is not a situation where we ought to have two-party agreements that all of us, everyone here, is going to be subject to attack and claiming and allegations about the underlying claim here by the plaintiffs lawyers are replete with allegations of cover-up and this and that. I'm not giving merit or credit to any of that. The point here is that what we've suggested -- and I know I -- like, before the day is out, so I'm going to say Tanc is Greeks bearing gifts, but it's like we all need a form of order that is as consistent with what the circuit has approved as possible. There's very good reasons for that.

So what's on the table with the, quote, competing orders? In the first instance, Your Honor, what the debtor, the TCC, the committee keeps referring to them as having a protective order, but it's not a protective order what they've put in place. What they presented you with in July was a nondisclosure agreement, the two-party agreement between two parties which Bankruptcy Courts see and approve all the time. It would say it's a confidentiality agreement, a nondisclosure

agreement, for which they ask the Court to authorize them to enter, into which the Court did. And the Court, when it did that, made very clear -- it said on the transcript on page 48 that the insurance companies will have their say down the road on a different form of agreement. That's a nondisclosure agreement. It's perfectly appropriate and used all the time for due diligence. It's used all the time in bankruptcies in connection with sales. It's used on basic things about how among commercial parties to put together a plan, those sorts of things.

What it's not is it's not the form of order that's used by District Courts to deal with litigated matters, matters that involve presenting evidence to juries or extended proceedings in the court, precisely because those courts are -- the Court is bound and has limited authority about exactly what sealing can be done with respect to locking the doors of a court when a hearing takes place or in presenting evidence to a jury or in keeping its docket sealed.

THE COURT: Can I ask you a couple of questions?

MR. SCHIAVONI: Yes.

THE COURT: Thanks to both of you. I think this is incredibly important. The point that at least up to now, a couple of important constituents in the case have been acting with respect to a two-level confidentiality regimen. Is that something that could, in your view, be imported into the form

that you would like to use?

MR. SCHIAVONI: Your Honor, we're definitely open to it. It's like what we did -- I want you to understand --

THE COURT: Yeah.

MR. SCHIAVONI: -- is we took precisely the official form that's used. And did mark it up and we gave you a black line because the whole point of the District using an official form is, I think, to minimize relitigation of the form. So a court could see -- and I've seen many proceedings where the judge said I want to see -- I want to see who's diverting in what way. Okay? So you have that in front of you. I don't believe that form --

THE COURT: I actually read it.

MR. SCHIAVONI: Yeah. I don't think the form has a two tier --

THE COURT: So I --

MR. SCHIAVONI: But I think maybe Montali might have done an order where he had to two tiers. Okay? My biggest concern --

THE COURT: Well, let me -- can I just pose it back --

MR. SCHIAVONI: Yes. I'm sorry, Your Honor.

THE COURT: -- and see if I'm thinking the same way you are?

MR. SCHIAVONI: Yeah.

THE COURT: Do you have a concern that either the mere

fact of creating two tiers or doing it along the lines that they've been -- the debtor and the committee have been working so far would be so far out of whack with what the District Court does that it would be -- there would be different issues on appeal than you would expect or different outcomes on appeal because of that, or do you know?

MR. SCHIAVONI: My biggest concern -- first of all, I think it's essentially having an order because it's the way to bind a third party who doesn't have to -- who doesn't consent to it, okay? So without that, there's not a vehicle. I mean, this is sort of a false analysis to say, oh, why can't I have my own expert sign a confidentiality agreement. Well, if he's an employee of the company, he's going to -- he's probably going to sign it, okay? Not getting into a lot of details on how that sausage is cut. It's like that will sign it.

But it's like most of the witnesses normally in a trial, a third-party witnesses, right? You call them, you subpoena them, they come. It's like -- I'm a persuasive guy, but it's like who's going to say -- who's going to say, yeah, I'm happy to come to the deposition, I'll sign your copy, right? They won't come. That's that. Right? So it's an actual real impediment. So having an order is very important, right?

As far as the two tiers, Your Honor, it's like -- my biggest -- like, maybe this is a wordsmithing issue, but my

biggest concern would just be that the so-called exception or doesn't swallow the rule, it's like what I hear is sort of -- and our concern about signing a private agreement, right, it's that if anything about sexual abuse gets subject to the higher tier, what's actually left for the lower tier, right? I mean, that's sort of what the case is about, so to speak, right? I mean, so everything would be subject to the higher tier.

THE COURT: Well, I think one -- off the top of my head, one possible distinction that I think this side of the room was alluding to is it's one thing to protect at the highest level of sensitivity the information of a third person who alleges they were abused. It might be a very different thing for the church to make available their private files about what they did about it. Those might be -- I mean, that's just an example. Those might be two different things. And that would be -- that would be a possibly a significant difference.

What I'm really trying to figure out is, is there a way to meld these things so that we can have the certainty of what you're telling me -- and I've used this. I've modified it. I've used it. I've not used it. So I'm open to lots of different possibilities here. But is there something about the way that the debtor and the committee have structured their definitions of confidential and highly confidential that's going to be a problem in this order that it just wouldn't work

in some fashion other than what you've told me so far? Because I think there could be more to the confidential world than your creditor.

MR. SCHIAVONI: So if the issue is whether in importing into the official form the second tier, Your Honor, we'd work with that. Okay? And I just would want --

THE COURT: Okay. Is it definitional that you think there's a definition -- I mean, for the patent and other proprietary, is there a definition there that just doesn't work for what they're suggesting?

MR. SCHIAVONI: Well, I think what's in the -- what's in the official form are the actual definitions are the ones that in a sense are tested. And there's provision for if something doesn't really -- like, if somebody designates everything at the highest tier or at a tier and it really shouldn't be, there is a mechanism to resolve that with the Court.

THE COURT: Can I tell you? If that happens, come see me? I mean, I've been through this before and I'm hearing you, okay?

MR. SCHIAVONI: But that's -- the point is having an order instead of -- like, the problem with a two-party agreement is once I sign it, I'm -- like, I now have a contract that I'm bound by that. The Court arguably maybe loses even power over that. You've just heard this argument about the --

somehow under the bar date you've lost control over experts and whatnot. It's like if I signed an agreement, they're going to -- it's the whole reason it's presented that way, to be honest. Right? It's like normally it'd be presented as a protective order. The Court would be ordering us to do something. And maybe we would consent or stipulate to the of order.

THE COURT: Yeah.

MR. SCHIAVONI: But that the confidentiality provisions are in the order. They're not in a private contract. We have a contract with the debtor. It's called an insurance policy. We don't normally deal with this in the real world. It's just like we submitted a declaration here showing that in the actual underlying cases, in most of them, the claimants actually have their names right on the complaints. They're filed on the public docket. You can access them and see that information. It's all there.

It's like this creates a whole mechanism that makes it impossible to investigate the claims and impossible present evidence about them. And that's a concern.

So could the official form be modified to have a second tier? Yes. Would we cooperate with that? Yes.

THE COURT: And does that -- I mean, the fact that it is presented as an order as opposed to, as you're suggesting to me, an agreement between two parties, does that implicate how

the parties designate the level of confidentiality?

MR. SCHIAVONI: I don't -- I think what would happen is in this again, I think Montali might have entered a form of order with a second tier on it. So we could look at that. But it's like there would be -- there's typically like a definition of what sort of would qualify for that. And a party would designate that way. And then there'd be if there's a disagreement, it could be brought to the Court and the Court could address it. That's typically how that's set up. If it's a private contract, well, then, it's like -- you're going to hear how's of like, well, I'm stuck with that. It's like, that's what I agreed to. That's my contract now.

And we're also going to hear -- or I don't I don't want to hear this. My wife says I go around and I only think about what could go wrong. Okay. And maybe -- I say, well, that's a good trait for a lawyer. And she said, well, it's a bad trait for a husband. But I don't want to see whatever it is, the San Francisco news in here saying that we entered into a private contract and that we're --

THE COURT: Your view of protective order will help --

MR. SCHIAVONI: It like, hey, we --

THE COURT: -- is the safeguard with respect to that.

MR. SCHIAVONI: We did an order that the Ninth Circuit and the -- it's the official order of the District. It's like there's nobody up to any bad business here. It's like this is

straightforward, consistent with what happens in this District. And if some newspaper takes it, brings a challenge, I'm not facing -- it's fine for counsel to say the Silence No More Act, oh, that wouldn't really bring about a private cause of action against us. But hey, this is California. We have very good plaintiffs lawyers here. This gentlemen right here is excellent, right? I don't want to see collateral lawsuits against -- in Superior Court in Alameda County like addressing why I signed a private contract.

THE COURT: So if I can -- can I summarize where I think we are so far? And you correct me. Okay?

MR. SCHIAVONI: Sorry, Your Honor.

THE COURT: No, no, no. We're having a good conversation. I appreciate it. You believe that a protective order in the form that you're proposing is protective of the process and protective of the parties and protective of the Court in a way that, as you're conceiving what the other side has done so far, which is a contract that the courts approved, you're conceiving a material difference between those two?

MR. SCHIAVONI: I am, Your Honor.

THE COURT: Okay. That's number 1. Number 2, to the extent that they have a concern that, look, we've lived with a regiment of confidential and highly confidential, and to change that, you're saying we can accommodate that?

MR. SCHIAVONI: I think we could, Your Honor.

THE COURT: Is there a reason why I think you can't?

MR. SCHIAVONI: Well, it's always a little bit of we don't want the exception to swallow the rule. But it's a sort of -- we pick up whatever Montali did, two tiers if he did -- if my memory does serve me, it would be within the ballpark of the --

THE COURT: Okay. And then I guess the other question I have you haven't quite got to yet, or maybe you have and I just don't remember it, is whether there's any difference here dealing with true third parties and what they're going to.

MR. SCHIAVONI: With third parties?

THE COURT: With third parties, yeah.

MR. SCHIAVONI: Here's the real -- the rub there, so to speak, okay? The way -- the structure right now that the debtors put in place is a nondisclosure agreement with a cooperating party on due diligence. Okay? And I don't -- just respectfully, I don't think it really contemplates actual litigation, right? It contemplates the sharing of financial information, et cetera, et cetera. It doesn't really contemplate a contested kind of environment. They can say it applies to that sort of thing.

But in a situation where we have -- you know, in Boy Scouts we had a whistleblower witness, okay --

THE COURT: Yeah.

MR. SCHIAVONI: -- who was not -- came from one of

these claims aggregator shops, was not necessarily totally cooperative and whatnot, but there was no way that person is going to sign -- like bringing an agreement to sign. And we had other such witnesses. We need a mechanism. And what we proposed in there was that, look -- and it doesn't even suggest that like in the -- that we could share documents with a hostile witness on the streets of San Francisco and question him about it.

It says in a deposition where everybody is there if we need to and we have good reason to. And people could come and complain that somehow we put a pile of eighty-seven privileged documents. If we had good reason to, we could use an exhibit with that witness. And first the witness would be advised it would be an exhibit to the deposition that there is a protective order from this Court holding this stuff -- this document is confidential. The transcript is confidential. And you don't get to keep -- you don't get to keep the exhibit. You can see it for purposes of this examination, but that's it.

And if you're a trial witness on the stand, the same thing. It's like it's like you're bound by the order. You don't have to sign it. But the courts enter those forms of order, and they're tested in the appellate courts. Right now we have testing of it, in a sense, with our former president, with these quote -- they call them gag orders, right? But it's like they're not asking Mr. Trump to sign a confi, right?

Imagine the circus about that, right? It's like the judge issues an order. He's advised of it. And the penalty is contempt if he doesn't honor it. Right? That's how you would deal with this problem otherwise.

The problem otherwise is we're actually -- like, by signing the agreement, we are giving up our right -- and this is why I'm going to have a problem getting authority to sign an agreement like this. Right? It's like we're giving up a right to present a hostile -- like, to question a hostile witness. I mean, my colleagues told me, don't even raise this because the judge will say you're -- like, he'll think you're completely in La La Land. But if you read this, it actually prevents us from presenting exhibits in court with a jury. We'd have to get the jury members to sign it. Now, that's not going to happen. Okay?

But what would happen is I would be told that I sign the agreement. I can't present an exhibit or information about an exhibit in court because I'm bound by the agreement. Okay? That can't be. It's like that would be -- that'd be an enormous problem for us. The same thing with having to like, closing a courtroom because of concerns that we signed an -- but I don't -- actually, I think the way it would manifest itself is we would get (indiscernible) that we can't use a range of documents or exhibits, because if we do, we'd be violating the agreement and subject to suit. So it would

hamstring us in actually presenting a case, okay?

Courts deal with all the time -- and I can't tell you that the District Court judges relish it, right? But that they deal with cases with lots of confidential information. And they find mechanisms. I tried years ago the first Microsoft antitrust case where I actually had like the Windows program on a disk. And I had a little suitcase with like a chain on it. It's like, there were -- we had various levels of protection. But at the end of the day, that judge didn't lock the courtroom with the press outside. That just doesn't fly when in a -- that's not -- 107 doesn't offer us that. But we found ways to deal with it. But we didn't sign an agreement saying, oh, no, we won't present any evidence about the Microsoft code. It's like it would -- like, that would have bound us in a way that that would have just really hamstrung us.

So let me just deal with a couple of what I think are conundrums here or maybe things that might give some ease. We're not suggesting that by entering the official form of a site modification of it, we're modifying the protective -- the bar date order. And if so be it, we need some sort of just a little statement to that effect --

THE COURT: You've asked me for relief on that already.

MR. SCHIAVONI: We've asked for specific relief in that regard. But the entry of the protective order wouldn't

override the existing bar date order, okay, first of all.

Secondly, this notion that, like, somehow we'll be dealing with this incredible complication, it's like documents have been produced to the committee under an NDA for their due diligence in preparing a plan. Those include a lot of financial documents which are not being given to us. Like, to be clear, under our -- we just are getting the ones that were subject of the TCCs 2004.

So it's like I think this is sort of a nonissue. Whatever documents are in that that are in there that they want to use as part of the main case, they can just reproduce them. The ones that they're going to produce to us, they can produce to the committee the same way. And there's not some weird overcomplication. On the financial documents, they can keep them under their NDA if they want it, but there wouldn't be this sort of tremendous burden at all, I don't think, in this respect. And if you added a second tier, that might not even be much of a sort of difference in the practical application of it.

And there is sort of the secondary issue of like just because the TCC -- the committee and the debtor entered into a private agreement and the Court blessed it, it doesn't -- it shouldn't like, have us give up our Seventh Amendment rights thereafter. Okay?

It's like, so I don't think it's in any way

complicates the case. They just have to reproduce those documents that they're going to produce to us to the committee. And they can do it -- again, they can add the second tier under an actual protective order, not a private agreement.

The second thing, Judge, is not only does this not add complications, but what we're proposing, it's just that this one protective order cover both the adversary and the main case. Because, look, I mean, the documents about like the claims and whatnot, they're going to come from that source. It's like they would apply in both. And we wouldn't have competing separate little orders complicating things. There'd just be one order that applies to both the adversary and the main case. And it would be a form of order that would be tested by the circuit and everything else.

There's nothing -- this whole notion of, like -- we're all in favor of protecting the names of the claimants. And we have some -- some of the documents have been coded with -- so their names are redacted and there's codes on them, sort of as a day-to-day manner adds extra efforts -- extra protections.

Our ability to use experts is another vehicle, frankly, that eliminates somewhat the need to actually put individual documents into evidence. As a practical matter how that how the Boy Scouts confirmation trial in the Camden trial went forward, there weren't a lot of proofs of claims being offered in evidence because the experts have reviewed them and

were able to talk about them in an aggregate way without getting into people's names, et cetera. It was salutary. It was beneficial to have experts in that regard and counsel found ways around it. But we weren't hamstrung by an agreement, a private agreement that would be alleged that we'd be breaching if we presented evidence.

The other two points is as far as how this is handled in the State system, it's like, again, most of the complaints have the claimants' names on them, not all of them to be clear. And when there's a trial, different courts handle it differently. Oftentimes the name of the claimant is protected. I will say if there's actually a child victim involved, like who is a child at the time of a trial, there are extra protections as there might be there. Right? But when they're adults, the names are protected. But the regular process of -- like, these courts are not generally shutting their doors and having secret star chamber trials. That's just not sort of what's happening. Right? It's like everyone is -- the identities are protected.

And the main concern sort of in those proceedings is to make sure that if there's an active perpetrator loose and there's a case against him, that we're not setting up a situation where the perpetrator is like in a position where he's able to commit violence against the defendant. That's not really -- like, this would be for the trial court handling

this, sort of how it would play out ultimately. But that's not really, I think, how this case presents itself fundamentally, because it's a -- it's a case against us and against -- it's like there's not -- I don't think there's going to be a big parade of perpetrators involved here. All right?

So just the last point I'd make about the use of the official form is the touchstone here -- I see it -and cited in some of these papers is that you're entering a protective order under Rule 26 which is a protective order for the production of -- when somebody moves to produce documents and they want an order limiting what gets produced because it's too burdensome or what have you, that's not the rule that applies.

It's like in Bankruptcy Courts, it's Rule 107. That's the rule. It starts off with that. This is an open proceeding and it sets a very high standard for what -- and a very specific standard about what can be held confidential. All right? It talks very specifically about trade secrets, et cetera. It is not that all your records about how you handled something are confidential. This notion of like, oh, in sexual abuse, everything is confidential and we've already presented that to you. Your Honor, we presented the -- it's like -- we presented a case to you on -- coming out of the clergy 3 cases involving one of the Catholic orders where the plaintiffs had moved to produce the medical that were the sort of internal records of the brothers of that entity and have them produced.

And the District Court -- or not the -- it was a superior court found that like those should be -- that was public. Okay?

I'm not -- we're not really advocating necessarily for any of that. Right? But it's like to invoke 107 to -- it's like -- and they're very crafty about it because they're not presenting an order where you set out here all the things you must do. You must give up your right to question witnesses, because I think they know that's not permissible, okay? that's not supported. There is no support offered. There's no declarations or analysis or anything else explaining why it is that, like all of the material that that the church is going to produce is subject to 107. There's just no explanation for that. And there's no citation to why these other cases wouldn't apply. They don't meet -- they don't do anything to offer their burden on those things at all. They really just sort of fall back on, well, an order was previously entered as if it's res adjudicata, but that was expressly not the ruling of the Court when it entered the order.

We have a completely different situation here. We're totally supportive of having the names of the people, the highest level of confidentiality who are alleging abuse. And the other stuff can be under an order as long as Your Honor -- as long as whoever the judge is has got -- and you are the judge. I'm sorry. I didn't mean to suggest otherwise. But it's like whoever tries the case or whatever it goes, it's like

should have full flexibility in in how the proceeding then goes forward. You shouldn't be faced later with, well, well, they signed this agreement. There's an expectation among claimants that the insurance companies have given up their Seventh Amendment right. In fact, they can't put on any evidence at all.

It's like -- it's like what's going to happen here is there's going to be a problem with whether or not we can get authority to sign that agreement. It's like we might end up suggesting that, well, jeez, why don't we present that with the motion, withdraw the reference to the District court, and maybe he can -- we can sort of get a sense of how a jury trial. But I think we've tried to come up with something that's very reasonable.

I heard before like this statement about, well, this definition of experts like that we used, and we're like, where did that come from, like it's very tricky how we put it together. You know here it comes from? It comes right out of the standard official order. That's how experts are defined there. We put it right -- we use the official form's definition of experts and consultants.

So I would suggest, Your Honor, that the way to deal with this is to use the official form and the parties have a dispute, you can just look at the black line between wherever we have the dispute against the official form and call balls

and strikes on what is the benchmark for the District. Thank you, Your Honor.

THE COURT: Thank you.

Before I let Mr. Lee talk again, anybody else want to weigh in?

Okay. Mr. Lee, go ahead.

MR. LEE: Thank you, Your Honor. I'm just going to start by saying that the form order, as far as we can tell, has never been tested in the appellate courts. I'm not sure -- the insurers cited PG&E and two other cases as support for that argument. We looked at all three of the cases they cited. Not a single appeal was taken from any order that had anything to do with protective orders in those cases. So I think we can discount that.

As to the point about the committee and the debtor's stipulated protective order, which was then approved by an order of this Court being a two-party private agreement, the stipulation and then the order literally say protective order. And the proposed protective order for the adversary proceeding literally says protective order that would govern all discovery requests in the adversary proceeding. And the one that you entered in the main case, Your Honor, says that it covers all disputes, contested matters, et cetera, in the main case, and that it applies to anybody who is bound by the protective order.

As most protective orders go, there's a stipulation and then an order entered by the Court. There is no risk of anybody being hamstrung in or accused of entering some kind of private agreement that they didn't approve. And when Attorney Schiavoni goes to his client, if you enter our proposed order and say -- he's not going to say, well, you know, I have to get into this private agreement that I didn't negotiate in order to get the documents, that's not what he's going to say. He's going to say, well, the judge has ordered X, Y, and Z; do you want the documents or not? The answer is going to be yes. They're going to sign the agreement. And that's going to be the end of it.

As far as the issue of how a document is designated, if you look at paragraphs 24 and 25 of both the main case order that you've already entered and the proposed order for the adversary proceeding that the debtor submitted, it provides a specific procedure for contesting any designation that anybody wants to contest. So that that built-in protection is there. And as Attorney Restel pointed out, it encourages the parties to reach consensus so that we don't have to go in front of the Court and justify extreme positions. So -- and that's the case -- that's the case for the other issue that the insurers are worried about, and that's whether witnesses being prepped or being actually deposed have to sign a declaration.

I'm going to, again, point out that the model form

that the insurers are saying is the Bible of protective orders, and that absolutely has to be applied in this case reads as follows: 7.2, Section F. "Unless otherwise ordered by the court or permitted in writing by the designating party, a receiving party may disclose any information or item designated confidential only to F, during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the acknowledgment and agreement to be bound, Exhibit, A unless otherwise agreed by the designated party designating party or ordered by the court."

That is the one provision that the insurers took out of Section 7.2, the one category of people that they don't --

THE COURT: Do they take it out or just modify it?

MR. LEE: No, they removed it. Their version of the order says during their depositions, witnesses in the Chapter 11 case, to whom disclosure is reasonably -- do you see that, Your Honor? You don't need me to read it?

THE COURT: No, I'm with you. I'm just -- okay.

MR. LEE: And they're saying who have been -- they can see it if they have been advised of and provided a copy of this order. So the model form, which again isn't mandatory, has not been tested on appeal, the model form says those people should have to sign a declaration agreeing and acknowledging that they're bound by the protective order. The insurers don't want them to be bound by your protective order. They don't want

them to be bound by the protective order in this case. And they don't want them to be bound by the rule that everybody else in the case sees this information is going to -- is going to be bound by.

I don't want to speculate as to their motivations, but that might be a question that's worth asking them, Your Honor. And again, this this this idea that this somehow is going to make trial impossible, the order doesn't even address trial. What the order addresses is discovery. And it addresses the use -- I'm sorry, it addresses the production, the use, and the dissemination of documents and information that are designated either confidential or highly confidential. And again, the stipulated protective order from the main case is almost verbatim exactly what's been proposed for the adversary proceeding. The only tailors that we proposed were to specify that, okay, this governs this adversary proceeding. We're not talking about contested matters. We're not talking about rule 2004 motions. We're talking about discovery requests in this adversary proceeding, not stuff going back and forth between the committee, stuff going back and forth between -- discovery requests, going back and forth between the parties to the adversary proceeding like any protective order would.

It doesn't get into trial. I think it would be premature to get into the trial. The one thing that -- and procedures for trial because who knows if we're ever even going

to have a trial in this matter. With press, with witnesses, with multiple parties-in-interest beyond who's in the courtroom right now, we don't know that. And so the order consciously leaves that out. And frankly, so does the insurer's proposed order, because that's not what we're dealing with. We're dealing with discovery.

So I guess in closing, I would just add that the insurers are just utterly dismissive and seem to take the too bad, so sad attitude toward the debtor's arguments about the burden and the cost to the estate. I can't tell you how difficult it is, Your Honor, to keep track of just two constantly evolving lists of email addresses. That one for the insurers and their people and another for the committee and their people, because at this point they have different levels of access so I have to keep them separate.

And just the -- just the job of doing that takes a lot of time and it takes a lot of administrative effort. And the cost of the debtor of screwing up, getting it wrong, sending information to somebody who doesn't have permission to see it is dire. It is a -- it is an absolute constitutional right of privacy that that people who have alleged that they were sexually abused as children have, that their information and their accusations and their pain gets to stay confidential.

The insurers have already secured an order saying that they get access to all that subject to a protective order. And

Your Honor, the protective order that the debtor negotiated with the with the committee that was a stipulated protective order that this Court signed, that is expressly a protective order that is expressly open to any other party in the case, and that expressly covers any dispute that could come up in the case, including other adversary proceedings. There is nothing wrong with that order. And the only thing that the insurers have complained about is something that it has to do with witnesses at deposition or preparing for deposition having to sign -- having to sign a declaration saying that they agree to be bound.

And ironically, their proposed language on that is different than the model form that they think you should follow and that they think should supplant the one that's been working for months and will continue to work for months. Thank you, Your Honor.

THE COURT: Well, let's say hypothetically, I like their order. Let's say hypothetically, I asked whether if they were to reinsert the portion that you point out they've excluded and accommodate the current definition of confidential and highly confidential, whether that works for the debtor and the committee.

MR. LEE: So what that does, assuming -- again, assuming that the language is identical, that we're operating --

THE COURT: Yeah.

MR. LEE: -- on the same standards that we have that addresses a lot of the convenience issues. However, the issue of who gets to review the documentation that is designated confidential or highly confidential, that issue remains. And the witnesses -- anybody who looks -- our position is that anybody who looks at this should be bound by some standard of confidentiality.

THE COURT: Well, the -- may I see if I'm misunderstanding you? I suggested if you also were to re-import the language that you suggest they have excised with respect to witnesses, what you cited to me as 7F, if that were to be reincorporated, would that take care of the problem or would that not take care of the problem?

MR. LEE: That would address that problem.

THE COURT: Okay. Okay. But you would tell -- and I'm trying not to be angels on the head of a pin here, but you would tell me that there's no enforceability difference between what we've achieved already in this case, which is two parties agreed to something and I blessed I, and something that is called a protective order that more obviously emanates from a form that is frequently used in the Northern District. And you're Mr. Schiavoni may believe there's some difference between those two things. You're telling me there isn't from your perspective.

MR. LEE: I don't think so, Your Honor, because as you pointed -- as you pointed out previously, the terms of the existing main case protective order are typical of what you see in these kinds of protective orders. And I can say from practicing seventeen years, it's typical of what I see in protective order. And thus far it's worked in this case. The debtor has produced over 10,000 documents to the committee on -- based on the protections that that were put in there.

And, again, like I said, we'll continue to -- we'll abide by whatever order -- whatever order or orders control. But we submit that the simplest thing to do is just to roll it over into the adversary proceeding and make it applicable to everybody.

THE COURT: Okay.

MR. LEE: And the insurers have had a chance to weigh in on that. And we adopted some of their some of their suggestions. The bit about the common interest privilege in paragraph 26, that was something the insurers demanded and you ordered.

THE COURT: Okay.

MR. LEE: And we accepted it because you ordered it.

THE COURT: Okay. Mr. Schiavoni, let me give you the same hypothetical. What if I just liked your order better and asked you to accommodate the two levels of confidentiality that we've been working under so far and reincorporate the paragraph

that debtor tells me was excised with respect to witness treatment? Is that workable?

MR. SCHIAVONI: I think that's workable if -- I am a lawyer, so I got to add just one little thing.

THE COURT: Oh, of course.

MR. LEE: Okay. We did absolutely modify provision about witnesses.

THE COURT: Yeah. I thought you -- I didn't think you excised it. I thought you modified it. Am I wrong?

MR. SCHIAVONI: Right, we did.

THE COURT: Okay, yeah.

MR. SCHIAVONI: And, we were not hiding the ball. We gave you a black line. Okay? It's in most litigations the day-to-day, right? You're dealing with two parties, and they both have their own witnesses. And that it works very well to make your company employees sign an acknowledgment.

And let's be clear here, the difference that we're talking about. The official form attaches something called acknowledgment.

THE COURT: Yeah.

MR. SCHIAVONI: And what it does is it says I acknowledge I've read the Court's order, and I think it says I will abide by it, something to that effect.

THE COURT: Yeah.

MR. SCHIAVONI: By the way, not to bring in the news,

but I think that's actually what happened in court for Mr. Trump. He was -- like, his lawyer was told, make sure he read -- you can confirm he's read it and he acknowledges it.

THE COURT: Well --

MR. SCHIAVONI: Okay?

THE COURT: Well, it's the difference between breach of contract and contempt, right, is what you're saying?

MR. SCHIAVONI: Right. It's totally different than saying the Court entering an order saying, hey, you can have access to stuff if you sign -- like, go sign a private contract. That's different. The official form doesn't have all of the -- all of the imitations are in this contract they want us to sign.

In the official form, the acknowledgment is simply having us acknowledge -- the recipient acknowledge that they're aware of the order.

THE COURT: Well, which is a predicate for contempt.

MR. SCHIAVONI: Exactly. And further, it goes actually a step further. Theirs doesn't. It says that they'll submit to the jurisdiction of this Court, okay, which if they're parties out of state, it's sort of -- it's extra protection.

THE COURT: Okay.

MR. LEE: Your --

MR. SCHIAVONI: But the other -- just --

THE COURT: Just I'm sorry. Mr. Lee has something he wants to interject real fast. Go ahead, Mr. Lee.

MR. LEE: I mean, our form declaration expressly says I stipulate to the jurisdiction of this Court solely with respect to the provisions of this order.

THE COURT: Okay. All right. So there's no difference there in your view. Okay. I appreciate it. Thank you.

Mr. Schiavoni, go ahead.

MR. SCHIAVONI: So, Your Honor, with this issue about the witnesses, look, the key thing here, the difference between the two-party agreement and the official form, my memory isn't exact, but there's a precursor. I think it says unless otherwise ordered by the Court, witnesses shall sign. So that gives you the ability to say, oh, you have a recalcitrant witness who won't sign, I'll deal -- I will deal with it in some such way. Okay? The private agreement, it doesn't give any such --

THE COURT: But that's the language you're telling me you would be re-importing, right?

MR. SCHIAVONI: Yes. But I would -- Your Honor, if that's what you want to do, all right, I just would suggest that so that we're not back here every day, right -- not that --okay. I exaggerate. It wouldn't be every day. But it's like I don't know if we could qualify that in some way so

that if there's -- we tried. The little carveout we have is actually very limited. It's for -- it's not for people on the street. It's not for some witness on preparing. It's for somebody in a deposition who is declining to sign it, okay, in the presence of other -- the other folks, right? So if we were to say abuse it, pick a janitor out and then try to give him a pile of documents as high, the deposition would stop and I'm sure they'd call the Court of some such thing. Right?

But if we have -- but in that kind of instance, do we need to make full application to you on fourteen days' notice or everything else?

THE COURT: No, of course not.

MR. SCHIAVONI: I just wonder whether we could retain -- like, we could wordsmith that a little bit to say that sort of in essence, for in a deposition setting for (indiscernible) in person that would apply. Otherwise, we use the standard language saying, otherwise for our witnesses and whatnot, they would sign this. They would they would have to sign --

THE COURT: All right.

MR. SCHIAVONI: -- unless otherwise ordered by the Court.

THE COURT: All right. Mr. Lee, any reaction to that?

MR. LEE: My first reaction is that in the twenty-four days that they -- that passed between us sending our proposed

order and then getting back their completely different proposed order, like, that might have been something they could have suggested either in a red line or an email, and that that never happened here. There was never any effort to do this except on the record -- by the insurers except on the record right now. That's my that's my first reaction. My second --

THE COURT: By the way, Mr. Lee, I hear you. Okay? I get it.

MR. LEE: Thank you, Your Honor.

My second reaction is I guess that Your Honor is the ultimate arbiter of everything relating to whichever version of these orders get entered. And if we have a recalcitrant witness who won't sign, you go before the Court and either get him to sign or the Court to compel them to sign or not compel them to sign it.

The purpose of the version that we that the debtor proposed is to force the parties to avoid all that and to be reasonable and to let the case go -- let the case flow without constantly being interrupted by discovery disputes. And I don't see any reason why the insurer's proposed order would be any better at preventing that than the proposed order that the debtor submitted.

So I mean, I guess there's a lot of statements here that that theirs is better than ours, but they don't really say how. And every time they say how, they point out something

that is very directly in our order in the same substantive way. I hope I answered your question.

THE COURT: Oh, you did. Thank you. And I thank you. And I know it's somewhat maddening to talk about these things. As important as they are, they're also a little mind-numbing. So thanks to all of you for your patience and your perseverance on this. All right. Submitted?

MR. LEE: Thank you, Your Honor.

MR. SCHIAVONI: Thank you, Your Honor.

MR. LEE: The debtor, yes.

THE COURT: Look -- I'm sorry, did you want to --

UNIDENTIFIED SPEAKER: No. I'm switching seats, Your Honor.

THE COURT: Okay. Okay. Look, I am inclined to use the form Mr. Schiavoni and the insurers are proposing with the suggested modifications that we've talked about here which is accommodating. And I think it ought to be word for word. I think we can modify the form of the order to take account of what has been done so far in terms of highly confidential and confidential. I think those definitions ought to be imported essentially word for word into this form. And I think with the accommodation further that the language that had been modified or deleted with respect to witnesses from the official form be reinserted.

And I would just -- look, I'll deal with it. If we

have a problem, we'll deal with it the way I deal with most discovery issues, which is very quickly. And you don't have to file twenty-page briefs.

All right. If you want to take a whack at that, I'm happy to look at it. And if parties want to talk about it further and you need my help in talking about it, let me know. I will do that at the drop of a hat. Okay? Sensible? Okay. Did you want to -- Sensible. Okay. I'm sorry. Did you want to --

MS. RESTEL: Just one question, Your Honor. Would it be all right if we also added the language that's in the current order so that the bar date order controls?

THE COURT: Absolutely.

MS. RESTEL: Thank you.

THE COURT: So I will decide that independently. Okay? I appreciate it. Okay. Thank you.

MR. SCHIAVONI: May I ask clarifying question, Your Honor?

THE COURT: of course.

MR. SCHIAVONI: Will this order essentially abrogate the previous order and govern both the main case and the adversary proceeding or --

THE COURT: Well, I'm reluctant to have it abrogate because you've done things and you've relied on it. So I mean, I think go forward is probably a better way of thinking about

it than abrogate. Makes sense?

MR. SCHIAVONI: Yes, Your Honor.

THE COURT: Thank you.

All right. Does that leave the 2004 exam?

UNIDENTIFIED SPEAKER: It does, Your Honor.

THE COURT: Anything else? Okay. Everybody ready?

MR. SCHIAVONI: Your Honor, can we just take a five-minute break?

THE COURT: Of course we can.

MR. SCHIAVONI: Thank you, Your Honor.

THE COURT: Thank you.

MR. KAPLAN: Your Honor, just in way -- what time is the Court planning to break for lunch today?

THE COURT: Well, are we likely to come back after lunch?

MR. KAPLAN: Hopefully not, Your Honor.

THE COURT: Yeah, I've got another ruling I have to do at 1:30 with a number of folks. So, I mean, I'm anticipating you want to take ten minutes now, longer?

Lesser.

THE COURT: All right. All right. I mean, is there any reason why we wouldn't be done by 12:30ish?

MR. KAPLAN: I hope to be, Your Honor. I think that on our side, that's --

THE COURT: Okay. Then that'll be our --

MR. KAPLAN: I do believe we're good to go.

THE COURT: All right. That'll be our goal. We'll be back in five, okay? Thanks.

(Whereupon a recess was taken)

THE COURT: Okay. 2004 exam.

MR. KAPLAN: Thank you, Your Honor. Michael Kaplan again for Lowenstein Sandler on behalf of the committee.

Just by sort of setting the groundwork, Your Honor, I'm going to just briefly give an overview of where we are with this motion. And then my special insurance counsel, who the debtors may want to borrow, Mr. Burns, is going to come forward and talk specifically about the insurance. So if Your Honor has ask questions specifically about the insurance request, I will probably just stand here and give you a blank stare and then go to the bullpen.

THE COURT: Okay.

MR. KAPLAN: So, Your Honor, we were here a couple of months ago, I believe, maybe a month and a half ago, in response with respect to the insurer's 2004 motion of the debtor seeking documents that were being produced to the committee related to the sexual abuse.

We argued vigorously, Your Honor, about the application of the pending proceeding rule. We argued vigorously about why the insurers don't need the information. I think I even argued that the insurers we don't even really

need them in the case. But because the plan might be insurance neutral, it might come back another time.

All those arguments aside, Your Honor said that that the insurers are in the case. They do have standing to be heard. They are heard on issues. The more information the shared is, the better which Your Honor, I believe said, I'm paraphrasing, of course, hope will help move this case along in a quicker resolution.

And, Your Honor, with that in mind, we said, okay, the insurers want to participate. They have represented to you time and time again that they want to participate, that they want to provide solutions and not problems, that they want to move this case along, and they want to be constructive participants. And so we said, okay, we recognize -- Ms. Uetz has said that we're all moving towards a mediation path. We've heard that a couple of times. I think she called it a little pea plan the last time we were here last time. And we're all moving in that direction at the debtor's desire to move toward it.

With that said, Your Honor, we can't go to mediation blind and uninformed with respect to what some courts have called the debtors potentially largest asset, which is the insurance, which I believe Your Honor commented on last time with respect to in talking about the insurance.

And so we have served on the insurers a 2004 request,

which Mr. Burns is going to talk about the specifics designed to address issues that are arising in the main case, issues that from experience, Your Honor, we have seen the insurers raise in other cases. It has been impediments to moving forward, issues that may become part and parcel to different contested matters, and issues generally necessary so that we understand the sum and -- the specifics of the insurance asset that we are -- that everyone, the debtor in the community, are going to be asked to consider in resolving it.

It's disappointing, Your Honor, that what we've heard from the insurers, which is contrary to what we heard when they were the ones speaking first on their motion, is that we heard -- we hear about the pending proceeding rule and that before wasn't an impediment. We hear about we don't really need this information, it's for embarrassment or otherwise. And Mr. Burns is going to address that.

But, Your Honor, I simply leave it at this sort of overall theme, which is we talked about the pending proceeding rule last time. I believe Your Honor commented that you had less concerns over it with respect to documents and otherwise. And we and we understand that and we respect it.

As a technical matter, however, just by way of Your Honor's order a few moments ago, there's not much going on in the quote unquote pending proceeding right now that we should really be concerned about the duplicative discovery and the

documents, as Mr. Burns will explain, overlap very nicely.

But we've really gone beyond that, Your Honor, because what we expect we will hear at some point is, is we will hear about the vast insurance defenses that they have, the coverage defenses, including they want it in disclosure statements, they want to inform everyone about it. We should be able to inform ourselves about it to be able to assess it.

We're going to hear about financial solvency of various carriers possibly and why they can't possibly pay these amounts. We should be able to inform ourselves about that. We're going to hear about the strengths and weaknesses of various coverage positions. And again, my point, Your Honor, is simply we should be able to inform ourselves about that. We shouldn't be testifying from the podium. We should be -- we should be working off of the same amount of evidence. And if we're really moving towards this path where the insurers want to be meaningful participants in this process towards the mediation, we believe, and I believe the debtor joins, that we should all have the information we need in order to do that.

Unless you have any just general cases on that, I defer to my colleague, Mr. Burns, who will talk to you specifically about the request we ask for and why we need it.

THE COURT: Yeah, let's do that. Okay.

MR. BURNS: Tim Burns for the committee, Your Honor.

The committee's essentially seeking six categories of

insurer files, six categories. To understand why four of these categories are important, I have to talk with you about two fundamental principles of California insurance law. These two principles are going to play out, Your Honor, in what you've called the MABA (ph.) insurance case. They may have an impact on the adversary. They may shape them in some ways, but they are going to play out in the meta case. It will be how we resolve this case.

These two principles of California insurance law put the insurance companies in a vise. It's not a bankruptcy vice. It's not a Bankruptcy Code device. It's not a bankruptcy law device. They are regulated by California and California law. And California has chosen to put them in a vice.

The reason we need this information is because of what California law creates. It may well be the key to successful resolution of this case. And both of these cardinal principles of California insurance law, which I'm going to get to next, deal with the reasonable settlement value of sexual abuse cases and the impact on liability insurance policies of those values, and thus the reasonable value of the insurance asset.

Here are the cardinal principles of California insurance law. In California, if an insurer reserves its rights, which the insurers have contended they've done more so than deny, they reserve rather than deny coverage, the insurer must reasonably settle the underlying case if they have the

opportunity to do so. If they're offered a reasonable demand, they have to take it. They don't get to say like you can in some state, hey, wait a minute, I have all these coverage differences. They have to pay the demand.

And that's important. They may have a claim over against the debtor if it turns out things aren't covered. But if they're reserving, they need to pay a reasonable settlement demand. That makes how the insurers have valued these claims in the past and how they are valuing them now directly relevant to the value of the insurance asset and resolution of the case.

Now, the second cardinal principle of California insurance law is this. If the insurers deny the claim as opposed to reserving, the bishop can settle, the debtor can settle with the survivors for a stipulated reasonable amount in the form of a judgment collectible against the insurance companies. That's the vice under California law. They have their choice reserve and have to pay without reference to coverage reasonable claims of abuse or deny and risk the survivors getting a stipulated judgment against them.

The value of these claims are critical to both of those -- both prongs of California law, looks to the reasonable value of the underlying claims and their impact on the policies as far as value is concerned because they're liability policies whose value depends on the claims that they are covering. So the value will become key to help this case play out on a meta

mental level, whether we're able to globally resolve it, Your Honor.

Those two cardinal principles are where we're seeking four of the six categories of documents, claims files. All insurers are required to keep claims file. They're bound to have a claims filed that says RCBO. And in that claims file, there will be information on how they value the case and what their coverage defenses are and things like that. Critical to the value.

Reserve Working papers. Insurers have a statutory duty to create reasonable reserves for these claims. They look back at the history of their settlement of the claims and resolution of the claims to create these reserve working papers. And that goes to the reasonable value of these claims.

The third category is those two first categories. But with respect to the early California window in the early 2000, because what they paid them is relevant to what their reserves are and what these cases are worth as an insurance impact, recognizing its liability insurers and insurance.

And then the final category of these first four are the board minutes because they contain information in all likelihood on this valuation and exposure issue. This information goes to the heart of the resolution of this case. It goes to the very heart of what this insurance asset is worth. It will prevent the insurers from escaping their duty.

Insurers have to keep files. They're businesses. There's no mystery that they have reserve working papers, claims, files and the like. And their businesses, that can pull on those. It isn't the kind of burden they're describing.

Now, I want to talk to you briefly about the other two categories. The first of those is underwriting files. These files show the terms of the policies. This is the case with some lost or missing policies. There will likely be evidence of the terms of those policies within the underwriting files. The underwriting files show the reinsurance backing of the policy. So whether these claims present any type of collectability, how quickly can they be paid type issue, all insurance companies keep these files. They are organized. They're not a huge burden for the insurance company to produce.

Final category, organizational charts, documentary retention policies, and claims manuals. Why organizational charts? They'll help us understand the other documents. And if we go to depositions, they won't give us an idea of who we're deposing.

Why retention policies? This is coverage issues potentially turn on what these policies are and the some policies will be missing. We know what should be missing and shouldn't be missing based on retention policies.

Finally, claims manuals. Remember, Your Honor, the value of these policies aren't measured just by the claims for

coverage and the value of the sexual abuse claims. There may also be extra contractual and statutory claims. And whether the insurance companies are following their own procedures with respect to these claims will be part and parcel of that analysis.

Now, the insurers try to limit what's relevant in a 2004 proceeding to what would be relevant in a coverage proceeding. Before I was fortunate enough four or five years ago, Your Honor, to start representing survivors in these cases, we did day in, day out coverage actions usually for businesses. And coverage actions are about the meaning of policy terms. They turn on the meaning of a policy terms.

These days, they don't turn on contexts, unfortunately, so much. It's usually a fairly straightforward, leaning analysis. But that's not what 2004 exam turns on. That's not what the meta case is going to turn on here. We should not be constrained by what's available in a coverage action with respect to a 2004 proceeding.

We tried to make clear in the letter to the insurance companies a week ago, Your Honor, after the motion papers were filed, look, this is what we're seeking. Of course, we have broadly worded requests, but they all sort of fall within this category. We did the same thing every other litigant does, which is weary of folks gaming the system. But these six categories of documents are relevant. They don't impose a

burden and undue burden at least because insurance companies maintain these in the ordinary course of business. It doesn't require system-wide discovery.

The insurance companies tell the Court that why the committee needs these documents are mediation, and all we really need the policy and evidence of coverage. That's part of it. But it's the meta case, Your Honor, that we're trying to resolve. And that's why we need the documents. They shouldn't be left to a mediator. These documents go to the heart of the case.

These are my final words. The insurers are asking the Court to show as solicitude for insurers that is not warranted under the bankruptcy law under 2004. We've watched insurers across the country grasp at every advantage, Your Honor, in Bankruptcy Courts. But once their conduct is scrutinized under the bankruptcy law, the advantage they purport to seek tends to disappear. I'm sure Your Honor is aware of Judge Poslusny's (ph.) skepticism of Camden of the administrative claim. The insurers contend that because there was an insured diocesan settlement that hadn't been approved by the court that the diocese backed away from when it became clear that the committee wasn't going to join that settlement. That's happened elsewhere. It's happening in Rochester.

I will conclude on this point, Your Honor. Went to Martin Glenn of the Southern District of New York heard this

issue of administrative claim based on the purported insurance settlement, this advantage that the insurance companies were seeking was brought up to him. His reaction was there's no deal until I approve it. There's no breach. There's no administrative claim.

My point is this, Your Honor, 2004 applies to all apples just the same, even insurance companies. They shouldn't be grasping for advantages that just aren't deserved.

THE COURT: Let me make sure I have all the categories. Can you -- would you mind restating the first four?

MR. BURNS: Sure.

THE COURT: I had claims files, reserve working papers, board minutes. I think I missed one.

MR. BURNS: The third one was -- so the first two or the current claims files. Reserve working papers. The third category is we've asked for the same information with respect to the earlier California window.

THE COURT: Okay. All right. Thank you very much.

MR. BURNS: Thank you, Your Honor.

THE COURT: Okay.

MS. UETZ: Excuse me, Your Honor. I have just a brief comment regarding the motion. Would you like to hear that before the opposition?

THE COURT: I'm happy to if it's brief.

MS. UETZ: Super brief, Your Honor. We filed a response that simply said any documents that are produced to the committee from the insurers pursuant to this motion, we'd like copies of the same. We're not -- we just want to make sure that we get whatever is produced as well.

THE COURT: Okay. Okay.

MS. UETZ: Thank you.

MR. PLEVIN: Your Honor, Mark Plevin for Continental Casualty Company.

Your Honor may have thought that there was one Rule 2004 motion before the Court today, but there's actually two and apparently an administrative -- an objection to an administrative claim as well.

The first motion is the one that was filed by the committee, which attached subpoenas containing thirty-seven separate requests and nineteen subparts for a total of fifty-six requests. That's the motion that we responded to.

Then in its reply brief, the committee filed essentially a new motion with six categories, uncertain whether those six categories are a distillation of the first fifty-six or a supplementation or a replacement. I don't know what they are. There's no text of those requests. There's nothing that sets out other than what Mr. Burns just said. He pointed to a letter that he sent us, which I found frankly baffling because I got the letter about an hour before they filed the reply

brief, so I'm not sure what I was supposed to do with that letter. And we, of course, haven't had a chance to respond to that second motion because it was the reply brief. So they've completely gone in a new, different, and unexpected direction.

And I don't want to linger on it, but Mr. Burns finished his remarks with a very impassioned plea to the Court to reject an administrative claim based on a settlement between the insurers and the debtor that hasn't taken place, citing something from Judge Glenn in New York. I don't know what Judge Glenn said, but I do know if that's what he said, he wasn't aware of Second Circuit law. There's a case called Liberty Towers, I don't have the citation with me, although I can get it in a few minutes, which says exactly that when a debtor enters into a an agreement and has a rule 9019 motion, they can't just back away from it. They have to take it to the Bankruptcy Court. And the Bankruptcy Court has to determine whether it's a good deal or whether some deal that came along later is better. So it seems like Mr. Burns is trying to inoculate the Court against something. I'm not sure.

So I'd like to start my remarks with the first Rule 2004 motion, and then I'll come back to the second one.

THE COURT: Um-hum.

MR. PLEVIN: The key principle for the first one is that Rule 2004 is not without limits. It is broad, but it's not without limits. A request has to be reasonable and it has

to be relevant. Relevant to what? Relevant to the justification given for the Rule 2004 request.

The justification that was given in the committee's motion papers here was that they needed to fully understand the nature and extent of the insurance coverage. That's what they said. For purposes of mediation, I should add that. They needed to fully understand the coverage, the nature and extent of coverage for purposes of mediation. And then, as I said, they hit us with fifty-six separate requests, which ranged all over God's creation.

So we looked at their at their justification and their request and realize that there was a huge disconnect between the justification and the requests that were made. And what we did is we proposed a set of requests that was directly responsive to the asserted justification and avowed purpose for these requests. And those are set forth in our in our brief. We created a redline of their requests.

We also created a revised definition of the term insurance policies because their term insurance policies wasn't in any way linked to the debtor here. And we said, if you need policies, that's fair. People need policies for mediation. In fact, one could argue that's all that's needed to understand the coverage because it has the policy period, who the insurer is, the terms and conditions of coverage, the limits of liability. And that's what you look at to determine what the

coverage is, is the policy.

Second, we said, well, okay, some policies are alleged to be missing. And in that case, secondary evidence of the policies, whether that's a binder or correspondence with a broker or an application, whatever is relevant to proving the existence in terms of a policy that's fair as well.

The third thing that we thought would be appropriate would be coverage position letters. If they want to know whether the insurers accepted coverage, reserved rights, denied coverage, that would be in the coverage position letters, along with the grounds for any position the insurers have taken. And then we thought that was a fair thing to offer as well.

And then the fourth thing that was -- would be appropriate would be erosion or exhaustion information. In other words, how much of the policies are still available out of the -- out of the limits of liability?

And so we proposed these revisions. And that's all the committee needs for the avowed purpose stated in the motion of understanding the nature and extent of coverage for purposes of mediation. That's it, full stop. They don't need information about payments of claims over the past thirty years involving not just this debtor but other debtors.

A request that would require the insurers to go through their entire portfolio of insureds to determine who may have had a sexual abuse claim and then to present documentation

on that going back thirty years, that same request intrudes on the privacy rights of other insurers because in order to say what we paid and what the circumstances were, we'd have to present information about the -- I said other insurers. I meant the claimants. They'd have to present information about the claimants who were paid, the nature of the claims they made, their identities, et cetera.

They talk about things like organizational charts, which Mr. Burns said they need when they take a deposition. Well, if you're preparing for mediation, you're not taking a deposition. You're preparing for mediation. If they want to ask my client a question in a mediation, they can ask my client or they can ask the mediator to ask my client. I don't know why we're talking about depositions. We're not authenticating documents in a mediation. We're not tying down testimony in a mediation. It's not how mediations work.

THE COURT: Well, let me ask you this. Let's say we're not talking about depositions. Do you have a problem with the organizational charts one way or the other?

MR. PLEVIN: It's not -- well, the problem is what time frame. If you look at their subpoenas, Your Honor, it's not limited as to time.

THE COURT: Okay.

MR. PLEVIN: The only thing that's limited as to time is this request for thirty years of --

THE COURT: Yeah, yeah. No, I saw that too.

MR. PLEVIN: So I have to go back and find everything from my client, and all the other insurers would have to do the same thing going back decades to find out. And for what purpose? That doesn't help understand the coverage. The coverage is in the policy. It doesn't help to know who was a claim handler in this particular unit in 1973. That's just not -- it's not relevant for mediation.

There's a case I wanted to refer Your Honor to, it arises in a slightly different context, but I think it's relevant. It's Eleventh Circuit decision called in Re Gaddy And the citation is. 851 F.App'x 996. It arose in the context of a Rule 9019 motion. And the Bankruptcy Court didn't allow a lot of discovery in that 9019 context. And there was an appeal on the Eleventh Circuit said, No, that's right. And the thrust of the Eleventh Circuit's ruling was if you're going to make people go through all of the same litigation that they would have to go through without a settlement, it doesn't make sense to make them do it when they've settled.

And the same principle applies here in the sense that if we're preparing for mediation, we're not preparing for a full-scale litigation. We're preparing for -- we're not preparing for depositions. We're preparing to sit at a table with a mediator and talk about the claims that have come in that how the coverage might apply, and what a fair settlement

value would be. That's it.

All this other stuff that the committee asked for in its original fifty-six requests is not relevant to any of that. And to put us through all of that now under the guise of preparing for mediation just can't be justified.

This same issue came up before Judge Lane in New York and the Madison Square Boys and Girls Club case. Very broad Rule 2004 request by the committee to the insurers, objections by the insurers. And Judge Lane essentially ruled, as I've suggested in the redline in our brief, policies, secondary evidence, a few other small things, no depositions. And they've not pointed to any Bankruptcy Court in any one of these cases, Diocese and sex abuse cases or otherwise, where a court has gone beyond what Judge Lane did. And neither should this Court.

There's been a -- Mr. Kaplan started with this and Mr. Burns picked it up. There's an attempt to draw what I would call a false equivalence here. The insurers wanted information about the claims, and the Court said we should have that because we need it. And they then say, well, it's only fair for them to get whatever they want from us. Well, the difference is the claims are the very things that we're being asked to pay. And we need that that information in order to assess whether things end or in our policy period, what the severity of the claim is. Mr. Burns wants to set us up for a

bad-faith claim by putting us in a vice. And the one thing we need to even have a reasonable settlement obligation is information about the thing that we're being asked to settle.

So that's why we needed the information. I say it's a false equivalence because what we're offering them, what we've said would be appropriate, is the mirror image from their perspective. They have the information about the claims. We don't. We have the information about the policies. They don't. That's the two things that you need to determine the value of the claims and how the coverage applies, the claims information and the policy information. All the rest of it is unnecessary.

Mr. Burns said that they should not be bound in any way by the rules of relevance in an adversary proceeding because Rule 2004 is broader and they brought it in the main case. Well, as Your Honor knows, when the committee moved to intervene into the adversary proceeding, that intervention was granted subject to the express limitation that they not propound discovery. I am confident that the Court didn't do that for the purpose of saying you can go out and serve much, much, much broader discovery in the main case.

And we're not the people who invoke the pending proceeding rule, by the way. They did that in their opening motion trying to distinguish it. And we actually said in our opposition brief, Your Honor, that that's not the reason why

this is a problem. The reason it's a problem is because their discovery rights were limited for a particular and good purpose, and it wasn't for the purpose of allowing them to then go out and exceed all bounds of relevance in the Chapter 11 case under Rule 2004.

And when Ms. Uetz makes what sounds on its face like a very straightforward, fair-minded request that, oh, if they get stuff, we should get it to, the debtors are absolutely bound by the pending proceeding rule because they're the plaintiff in the adversary proceeding. And that request is an overt attempt to evade the restrictions of Rules 26 through 37.

One other thing worth noting, Mr. Burns said, and I think he used the phrase in all likelihood the insurers are going to claim financial solvency problems. The only example they propounded of an insurer -- of financial solvency problems with an insurer was Arrowood in the Rockville Center case. And Arrowood was under supervision of the Delaware insurance commissioner and just last week was actually placed in liquidation by the Delaware Insurance Commissioner. After we filed our brief, the court entered an order of liquidation.

So that is a unique one-off situation. It does not justify rifling through our files to see what our finances are, particularly since they can get the public documents that all the insurance companies have to file by doing that. They're all publicly available. They don't need to get into our files

and try to get all that information when no one in this case has said I don't have a financial problem paying what I might own under my policy.

Now, as I said, that's the first motion. We think that it's reasonable for them to seek some information for purposes of preparing for mediation. We think we've met them halfway. We've offered to give them the information that Judge Lane found was appropriate and Madison Square Boys and Girls Club. And we think that's all they need.

So now we have the second motion, and I can speculate as to why the second motion was made, what I'm calling the second motion and the reply brief.

As I said, I don't know what they're doing with the first fifty-six requests, whether these are six on top of those, whether these are six instead of those, whether this is some kind of, as I said, distillation of the fifty-six. These are new arguments that shouldn't be permitted in reply. Even if the Court considers them, they're living in a fantasy world, a fantasy world in which we've got robust claim files on claims where we don't even have the documents yet. We're still waiting to get the proofs of claim. The claim file I would venture of virtually all the insurers, if not all of them, at this point consists of a tender letter which attaches a complaint and a response to the tender letter which either reserves rights, declines coverage, or accepts coverage and

accepts the defense.

But that's all that there could be at this point. We don't have the information. These claims are actually still being tendered. Mr. Schiavoni told me this morning his client just got another whole bunch of claims in this case because I guess we all know the Alameda County Superior Court was so burdened by claims that pushing them out very slowly. So here we are in November, ten and a half months after the window closed for the filing of these claims, and claims are still being pushed out and tendered. So the idea that we have all these claims and robust claim files is just wrong.

Mr. Burns seems to think that it would be relevant to get all of the documents that were created or that are in files relating to claims that have been paid in the past because he says that way we know what the value of the claims are. But I don't see how you can draw a line between a claim involving John Doe Number 1 that was settled in 1970 and a claim today by John Doe Number 2 who's just asserted his claim. To determine for the first claim to be relevant, you'd have to know that it's actually the same kind of claim, invoking the same kind of coverage, that the circumstances of the claim were the same, that the knowledge of the church was the same, and that the knowledge of the insurers about the knowledge of the church was the same. I think we all know more in the year 2023 about what the various dioceses knew about what their priests and others

were doing than we knew about back in the 1970s and 1980s.

And so that's a whole kind of collateral litigation and investigation that doesn't make any sense. What we should be doing is valuing the claims that are being made in this case by proofs of claim that we still don't have but we're hoping to get soon and looking at those claims and determining the value of those claims.

In their reply brief, the committee also talks about the value of claims in other cases. Well, we can all, either ourselves or through consultants, go to the plans of reorganization that have been confirmed in other cases and figure out how many claims there were, what the total insurance contribution was, what the diocesan contribution was, and generate the numbers. You don't need to go through decades of the insurers' files in order to get there.

Skipping around a little bi, the claims manuals, we litigated under Rule 2004 in both the Imerys case and the Boy Scouts case, both before Judge Silverstein in Delaware whether claims manuals were accessible under Rule 2004. And she held for good reason no, because it doesn't tell you anything about the value of the claim for purposes of a mediation. For purposes of the mediation, you just look at the claim and the policy. You don't need to know what a company's claims manual is. It's not relevant in most coverage litigation. And Judge Silverstein held it's not relevant in a Rule 2004 context

either.

I think, Your Honor, that that covers most of it. Just to make a few points, in the brief, they demand that we respond in fourteen days. These new requests -- first of all, the fifty-six requests are incredibly broad. And there's no way that we could reasonably be required to respond to the fifty-six requests in fourteen days. It's just not possible. Even if you cut back to the four requests we think is appropriate, I think fourteen days is a bit aggressive.

We don't have a mediation scheduled. We don't have a mediator. Ms. Uetz sent a letter yesterday opening the door to discussion about who mediators might be. I welcome that approach from her. We've just been engaged in that very process in Santa Rosa. So I and many of the other insurers on the screen have recently been talking about mediators. So I think we should be able to respond fairly quickly to her.

But we don't have a mediation on the horizon. There's no reason we need to do this in fourteen days.

THE COURT: Let me ask a question or two. Let's say that I accept some of your arguments enough to draw a line between things that are generally probative of an asset and questions that are really kind of litigation posture questions. I think you would put your four categories that you're willing to produce under the first category, right? This is generally what assets are about. Well, I mean, would it be okay then

also to include underwriting files in those categories just as an example?

MR. PLEVIN: Right. So underwriting files can be complicated to the extent we're talking about policies in the '60s and '70s. I'm not sure that they necessarily exist. If they do exist, it's not on the top of someone's desk or their file drawer. There's undoubtedly going to have to be some search undertaken within the company. And some of these insurance companies have very prescribed manners of looking for policies and underwriting files, so that could be done. I would suggest that unless it's a missing policy situation where you're looking for secondary evidence that something was done, it's probably not necessary because the underwriting file will generally include correspondence between the broker and the insured or the broker and the insurance company, a lot of premium information people trying to --

THE COURT: Some reinsurance stuff, maybe.

MR. PLEVIN: Maybe reinsurance.

THE COURT: Yeah.

MR. PLEVIN: Although often done in a separate unit.

THE COURT: Okay.

MR. PLEVIN: But one of the big problems is just the age of those files and their accessibility.

THE COURT: That is ever with us, right?

MR. PLEVIN: Right.

THE COURT: Yeah.

MR. PLEVIN: Especially when we're this many years after --

THE COURT: I know, I know.

MR. PLEVIN: -- after the policies were written.

THE COURT: How about -- so you've suggested to me that the claims files, even were they to be produced that are relevant in this case, are kind of a nothing burger?

MR. PLEVIN: They're skeletons at best.

THE COURT: Okay. How about the reserve files or the reserve working papers?

MR. PLEVIN: So reserve working papers are --

THE COURT: And let's start initially with what we're talking what would be directly relevant here, okay?

MR. PLEVIN: Okay. So first of all, as a matter of coverage law, reserves are not relevant. And they're not relevant because they are not a determination of the value of the claim. It's a determination of how much the insurance company thinks it needs to have Under whatever statutory accounting rules are required. It doesn't reflect the value of the claim.

At this point in the development of these claims, Your Honor, where we don't have proofs of claim, I know because I asked my client we don't have any reserves because we don't have enough information to set reserves on any of these claims.

I don't know what the other insurers have, but I suspect many, if not most of them, are in the same boat. You can't set a reserve just because somebody filed a complaint with untested allegations. And that's all there is.

So reserves are set later. Reserves are set at a point when there's some confidence level about what you're dealing with. I think some companies may not even set reserves in a situation like this on a contingent litigated tort claim where there's scant information until settlements are reached or at least until mediations are underway and progressing and they have an idea of where the end point might be. So I don't think -- I think that's a nothing burger as well for that --

THE COURT: Let me ask you another question, which I'm also going to direct to Mr. Burns. You can take 2004 exams lots of different times in cases for lots of different reasons. It may be that this is a useful thing to do for a relatively limited purpose here without prejudice to. It's going to look a whole lot different un two months or three months or six months.

And I'm going to ask you a question because you've been through this and I haven't. Okay? Let's say you get a mediator and you're talking about how we're going to get everybody in the same room. What is the mediators role in trying to figure out what everybody needs to know? Can the mediator, for example, talk about that with both sides and then

let the Court know, I think, look, we need an X, Y and Z, we don't know it yet?

MR. PLEVIN: It's been my experience that mediators often carry back and forth information requests between the parties. And the mediator will endorse requests that he or she thinks are appropriate.

THE COURT: Okay.

MR. PLEVIN: And indeed --

THE COURT: Which end up back at the court.

MR. PLEVIN: Well --

THE COURT: Or not.

MR. PLEVIN: I know Mr. Schiavoni filed as a request for judicial notice a transcript from Amreys case where this issue just came up before Judge Silverstein. And what she said is I'm not going to allow any Rule 2004 discovery this point. You go talk to the mediators. And if you have a problem with what the mediators are either doing or not doing or what, then you can come back to me. So she put it on the mediators first to work with parties to get the information that the mediators thought would be appropriate for the valuation of the claims and the negotiations that would take place in the mediation. And there was no -- she was clear I'm not dealing with this today, but if there's a dispute that can't be solved in the context of the mediation, then you come back to me and I'll get involved at that point. And I think that that's something that

would make sense.

THE COURT: Finishing up the categories that Mr. Burns gave us, how about board minutes?

MR. PLEVIN: I guess that's the one where he said in all likelihood, because now I'm looking at my notes, I put that in quotes. That's just sheer speculation about what's going on here. These are insurance companies that are very big companies. Not every settlement is board-worthy. There are executives within the company who have delegated authority from the board in different amounts. Your claim handler will have desk authority and one amount. That claim handler's supervisor will have additional authority. That person supervisor will have additional authority. Only when you get to very, very, very high levels of authority is there even any chance that you'd go to the board of directors for authority.

And if you've ever seen board minutes, Your Honor, they are not -- they're not transcripts generally. They are -- they record in a very cursory way what's happened. So at most you would have something where somebody would say in the board minute that in such and such case, the board was asked to and did authorize a payment or an offer of X dollars. But if Mr. Burns thinks that board minutes are going to be some kind of opening the board's soul and talking about existential issues, that's not what --

THE COURT: Assumes facts not in evidence, correct.

MR. PLEVIN: Yeah. Well, it's speculative. It assumes facts not in evidence. And I don't think it's --

THE COURT: I mean boards having souls, but yeah.

MR. PLEVIN: Well, corporations are people, as some people --

THE COURT: We don't have to all agree with that, right, just because somebody prominent said it.

MR. PLEVIN: Right. But I think that the review of board minutes is also going to be very intrusive. And I think we might have disputes about that because some boards deal with lots of things. And so would we have to produce board minutes that don't deal with any of these claims at all? Would we be able to redact that? In which case all the board minutes might be redacted except for maybe one sentence. And again, what's the time frame here? We're actually dealing with Mr. Burns's request that isn't in the Rule 2004 application, so we don't even know what the text of it says. But what's the time frame? Are we going back thirty, forty, fifty years? You know, there's a burden. He says companies have to keep records. And that's true. Companies keep records. But they also don't necessarily keep records for thirty, forty and fifty years. And even if they do have them, they don't always know where they are. And it takes a huge effort to locate them.

And for what purpose? I mean, the board minutes, I don't think are probative of anything that's needed for the

committee to not be blindfolded in a mediation.

Mr. Kaplan, Mr. Burns, Mr. Bair, they all -- Ms. Restel, they're all very, very experienced at this, and they don't need to know what the board said in 1978 about a particular sex abuse claim to figure out what position they're taking in a mediation or how much they want to ask for on a particular claim.

THE COURT: Let me ask you one other question. And I'll try to ask it a couple of different ways. I hear your objection to going back thirty years, for lack of a better word, claim files and valuation of claims. I just don't know, and you're going to know better than me, whether there is a relevant subset. Is there a five-year period that would make some sense that could be more easily -- I mean, you're not -- you could still argue it's not relevant when the rubber meets the road. But is there a subset that you could identify or suggest that would be responsive to the thought that they have on the side?

MR. PLEVIN: I don't really think so Your Honor, because if you're talking about claims at a granular level, you're looking at individual claims. And what a particular claim settled for is not probative of what some unrelated different claim is worth. Because the claims are different, the circumstances are different, the insurance might be different, the policies might be different.

THE COURT: I know.

MR. PLEVIN: The applicable law might be different.

THE COURT: Yeah.

MR. PLEVIN: The attitude of the mediator might be different. If you're concerned -- if you're in litigation, your valuation of the judge and your chances of success in a trial might be different.

THE COURT: Sure.

MR. PLEVIN: So how you would take the information about one claim and use that as a basis to say, okay, now you're going to do this and some other claim later --

THE COURT: I --

MR. PLEVIN: But there's also one other point, Your Honor, is that in my experience in these types of cases, discussion of the individual claims is not typically how these mediations go forward. They go forward in bulk. The committee or the debtor makes a demand of X for the whole body of claims and for a channeling injunction. And then the insurer responds with an offer of Y. And then X and Y are at different extremes. And through the efforts of the mediator and the parties, hopefully a deal gets done and they come somewhere in the middle.

THE COURT: Yeah. I'm not disagreeing with you that any particular claim -- I mean, there's so much variation. My instinct, and you're both going to disabuse me of this is, that

when you get into this, what you need are various touchstones, right? You need reference point. There's not say that any one is going to get you one hundred percent from A to B, but you need them in the sense that where are we talking about twenty bazillion dollars ere or three? And I'm just exploring whether there is a -- whether there's a reasonable way to provide something that would be a touchstone that wouldn't be thirty years ago.

THE COURT: Well, so it's just way of --

MR. PLEVIN: And, well, just by way of example --

THE COURT: And maybe the answer is, well, go look at what happens in bankruptcy cases. Go look at the numbers. Maybe that's the answer.

MR. PLEVIN: I was going to say, that is exactly where I was going.

THE COURT: Yeah.

MR. PLEVIN: So let me just give you an example --

THE COURT: Sure.

MR. PLEVIN: -- since Mr. Mr. Burns raised it, the Rochester case, which is still pending. Right now it's got competing plans. There are, I think, four insurers, maybe five. The debtor settled at one set of values. The committee objected. All but one of the insurers then entered into separate -- or additional settlements. And the one settled -- one insurer who didn't settle proposed a plan and put forth

what it was -- its offering as its contribution. This is all public information. And the committee knows how many claims are against each insurer's policy, what each insurer has settled with or settled for or offered to pay. And they can do a per claimant calculation based on that. They can do the same thing in every single bankruptcy case that's been resolved. They can do it in Camden for the deal that the debtor cut with the insurers that the insurers claim is binding and that the other side claims is not. So that's at least a touchstone. The parties might have different views about whether that touchstone should be enforceable or not.

But that information is all out there. It's all out there. And the very experienced lawyers for the committee and the debtor are aware of all of those values and all of those cases going back to the Diocese of Billings case and the Diocese of Northern Alaska, whenever those took place in the '90s or early 2000, up through the more recent cases. They're involved in these mediations. They know -- even though it's not public, they know what's on the table between committees and debtors on the one hand and insurers on the other hand. So they have those touchstones they don't need to get that information from our files to the extent it's even relevant.

THE COURT: Okay.

MR. PLEVIN: Your Honor, Unless you have any other questions, I think --

THE COURT: No. Thank you for your -- thank you for your very helpful answers.

MR. PLEVIN: Thank you.

THE COURT: I appreciate it. Okay.

MR. SCHIAVONI: Your Honor, if I could just be heard very briefly.

THE COURT: Well, you didn't file anything. Do you want to say yes or no?

MR. KAPLAN: Your Honor, I think that's exactly what you said. Mr. Schiavoni didn't file anything.

THE COURT: Okay.

MR. KAPLAN: I think --

MR. SCHIAVONI: We did join, Your Honor, the brief. We're on the brief.

MR. KAPLAN: They're on the brief, but we've -- I mean, this is the problem we've raised before, which is we respect Mr. Plevin taking the lead on this. We have taken the lead. He argued. We have argued. And this just sort of -- it's Your Honor's courtroom and Your Honor's decision. But we would respectfully request that Mr. Plevin has represented the insurer.

THE COURT: I'm going to agree with you. Thank you very much.

MR. SCHIAVONI: Thank you, Your Honor.

THE COURT: Thank you.

MR. KAPLAN: Your Honor, just briefly, I saw Ms. Uetz doing a hand thing. I don't know if that was she had a -- I don't want to --

THE COURT: Okay. Okay. Ms. Uetz?

MS. UETZ: Thanks, Your Honor. Very briefly, just a couple of points.

My recall is that the insurers filed a 2004 motion. And when they did so, they didn't mind the single proceeding, one proceeding rule. It seems to me only fair that if this motion is granted and there's a production to the committee, that the debtor counted as well.

There's just one other point I would make. Your Honor, Mr. Plevin made some pretty sweeping statements about his view of the information that is important to mediation. And I would submit that that's just it. It's his view.

We have made claim on behalf of the debtor that we are pursuing the insurers and the adversary proceeding, as well we hope to pursue a mediation.

Candidly, had the committee not filed a 2004 motion, the debtor may have done so. So I just -- I want to -- I want to express my view to the Court that more is needed for mediation I think that Mr. Plevin suggested. That's all I wanted to say.

THE COURT: Okay.

MS. UETZ: Thank you, Your Honor.

THE COURT: Okay. Thank you so much. Okay. Who wants to talk for --

MR. KAPLAN: Your Honor, given that I can't answer the insurance specifics, I will save the parties the time of deferring to my -- Mr. Burns.

THE COURT: Okay. Let me give you a couple of thoughts to flesh out a bit where I was going with Mr. Plevin, okay?

Okay. Let me begin with, you know, the pending proceeding rule, I think, is going to be on the back of the stove for a while, this case. So I'm not -- I'm not taking the position that that you should, for all purposes, be foreclosed. That's not the way I'm looking at. And I'm also not accepting as broadly as maybe Mr. Plevin would like me to the implications of the committee intervening in the AP with an understanding that their discovery role was going to be limited or none. Okay. That's in the same way that it's kind of apples and oranges in terms of what you're doing in the AP and what you might do in the main case.

In the same way, it's kind of apples and oranges. What kind of questions get asked at 2004 exam or what kind of questions are litigation questions? And that's where I think I'm drawing a line here. I think there are some things that are -- that go generally to the kinds of what is the status of the case, what are the assets, what are the liabilities, what

do we have to work with here that are more modest than some of the questions that you're posing, which are great questions, but in my mind they're much more, you know, litigation take a position because we're going to contest it kind of situations which include things like valuing of claims from X years ago.

So that's generally my mindset now, which is to say I think this is also a moving target, that if I give you four or five or six things here, it's not like you can't come back in two months and say, well, now where at this stage we need something else. I'll hear that. But I'm thinking it makes sense to, for lack of a better word, stage this.

But let me put the same question to you that I put to Mr. Plevin, toward the end of his presentation, which is, is there a subset here of claims or claims analysis that you can't get just from looking at the last five bankruptcy cases, whatever they are? Is there a subset that you think would be relevant over a reasonable period of time that might be a little closer to what we're talking about here that you think should be produced?

MR. BURNS: Your Honor, let me answer that two ways.

THE COURT: Okay.

MR. BURNS: Because there are really two questions. The first question is what I would call the staging is, I think, the term you used. And then the second question is the subset.

Your Honor, with all due respect, and I do respect you --

THE COURT: You know what I say there, right? In my humble opinion. And we're both lying, Mr. Burns. Okay.

MR. BURNS: And, Your Honor, we have the experience of being in these cases in a number of bankruptcies for the last three or four years. We they have the experience of those cases not resolving. They just haven't resolved. And I would just suggest that public enemy number 1 in the cases not resolving is what I call the bankruptcy holiday that the insurers get. They get a holiday. They know they're not going to pay claims for four or five years because the bankruptcy -- the courts are not going to push them to fulfill the obligation that other litigants in other assets have.

Staging, there is a way of staging under the rules. It's called a continuing obligation to produce documents. That's the staging occasion by rules of just every subset.

Your Honor, it really goes to the nothing burger point because I heard it a couple of times, and I was aghast. But one of the leading lawyers for survivors is in court with us. nothing burger in the claims file, nothing burger in the reserves. California Window has been open for a while. The California window has been closed for a while. Test case number 1 was scheduled to go to trial two weeks before the bankruptcy filing. That's the Woodall of the case. Nothing

burger. There's no claims filed on Woodall by these guys. There's no claims. There's no reserve information set on Woodall. It --

THE COURT: Are we talking a proper name here for a particular reason? I mean, isn't that confidential?

MR. BURNS: I don't think --

UNIDENTIFIED SPEAKER: (Indiscernible).

THE COURT: Oh, okay. All right. Thank you. Go ahead.

MR. BURNS: So as these approaches trial, they lose some of their confidentiality.

THE COURT: Okay.

MR. BURNS: SO --

THE COURT: Well, you can tell you know more about this than I do. That kind of stopped me in my tracks for a second. But you go ahead.

MR. BURNS: Your Honor, And we appreciate the concern. And if I'd rather you called me on it than I make --

THE COURT: Okay. Well, especially if you can correct me, especially that.

MR. BURNS: Understood. A mistake.

THE COURT: Sure.

MR. BURNS: There were cases that were proceeding along before the bankruptcy was filed. We asked this board document requests, Your Honor, because of the unbelievable --

the not plausible answers from the insurance companies. If we just asked for the claims file and it's going to have nothing there, maybe some version of the claims file that has nothing there, I don't dispute that, I've seen it before, that's why we asked for all the additional information, because we want the claims file.

THE COURT: Well, let me just let me pull this apart a little bit, okay? Okay. One aspect would be the claims files for the claims that are relevant to this matter, right? Is the next step cases that are otherwise pending in California as opposed to just this case? Is that is that the progression?

MR. BURNS: It would be, Your Honor, the claims file relating to those other California claims.

THE COURT: Okay.

MR. BURNS: There are cases around the country. But Your Honor, frankly, that they haven't settled for the amount that the California claims have settled for.

THE COURT: Okay.

MR. BURNS: There's a different valuation. But while I'm on valuation, Your Honor, and the touchstones issue, the shorthand touchstone, earlier today, Mr. Schiavoni was talking about hiring Brattle Group and I think Casey Isaac. What are those folks being hired to do? They're being hired to look at those touchstones. Your Honor, they're being hired to look at other claims to come up with valuation figures for litigation.

What we want is the valuation figures for their statutory obligation to adjust these claims and set appropriate reserves for these claims.

And so as a first step, Your Honor, getting the complete set of claims documents for the cases related to the dioceses and the reserves workup --

THE COURT: For this case.

MR. BURNS: -- for this case, you put your finger on it, Your Honor. The underwriting files, maybe their response to the underwriting files, they'll sign the document requests that they just don't have any. And maybe we'll ask for a deposition on that and see if that's the case. But underwriting files, which seems like they should be there.

A second step would be the broader California universe.

And the third step would be what happened in these cases -- I think fifty-five cases were resolved back in '07. We don't have all the information.

The insurers -- we want these cases resolved. We want these cases to resolve by consensual solution. It's our experience that just going to mediation doesn't work. We have to be pushing on the insurers to fulfill the obligations of other assets, other litigants to litigate some of these covered issues or the case just won't -- it won't be resolved in anything like an ordinary period of time for a bankruptcy case.

THE COURT: Okay.

MR. BURNS: We are trying very hard, Your Honor, to make it so this case works. We're at the end. The bankruptcy plan is confirmed with everybody on board. But we've seen how it hasn't worked that way over the last several cases. And having these tools available for us, they love using bankruptcy tools in --

THE COURT: Well, they're not the only ones. That auto-stay thing is pretty nice, you know? Debtors love that.

MR. BURNS: In these cases. I love being in Bankruptcy Court. It was my second choice of profession.

THE COURT: I need to take a minute.

MR. BURNS: But what's good for the goose has to be for the gander.

THE COURT: No, I mean, that whole idea that you're going to step away for a minute or two is helpful on a bunch of levels. So I'm certainly hearing you. I don't think it's -- I would not infer anything inappropriate to the insurance companies if they found a benefit in there too as far as that goes. I know that you're saying something broader than that. And I'm not -- I'm just -- I'm hearing it, okay?

MR. BURNS: Okay.

THE COURT: Okay.

MR. BURNS: Thank you.

THE COURT: All right. Thank you very much.

MR. PLEVIN: Your Honor, very briefly.

THE COURT: Yeah, go ahead.

MR. PLEVIN: First of all, on that last point, the insurers are not the ones who filed for bankruptcy.

THE COURT: I know.

MR. PLEVIN: We're here because the debtor did.

THE COURT: Well, I mean, there's an argument that the process helps everybody in a that's all calm down kind of way.

MR. PLEVIN: Right. But pointing the finger at us --

THE COURT: You know what? I --

MR. PLEVIN: Yeah. We didn't file the case.

Second, Mr. Burns in his last remarks was very clear that the reason the committee wants this doesn't have anything to do with mediation. It's beyond mediation. But that's -- mediation was the reason they filed a Rule 2004 application. And the reason that they said you should grant it. And now they've showed their true colors.

He said he wants documents from relating to claims against other dioceses. Well, it seems to me the proper place to go ask for documents regarding the Diocese of Santa Rosa is in Judge Novak's courtroom, or the Archdiocese of San Francisco is in Judge Montali's courtroom, et cetera. I don't think it's appropriate for them to be fishing for that information here.

And then one last point, Your Honor, just about the board minutes. I was looking at Number 36 in their requests.

And the board minute requests are -- in the original application are tied to the -- what the board said about the Diocese of Oakland. What I now perceive in the new broad requests which Your Honor has no text and we have no text, is that it's board minutes writ large about, I guess, sexual abuse claims, period. That's not what they were asking for in their original application.

And I think that shows the danger of allowing them to change on the fly and to abandon the application and essentially replace it with a new one in their reply brief, not give us or Your Honor, the actual text of the requests that they're asking to propound. And I don't see how Your Honor could can respond to that because you don't know what you're being asked to authorize. And I think they should go back and do it again and file a new application. And if they want to ask just six categories, put the six categories in and give Your Honor and us an explanation of why they think they're entitled to it under Rule 2004, because as I said at the outset, it's got to be relevant, relevant to the reason for the request. And they haven't done this with respect to the new requests.

THE COURT: Okay.

MR. PLEVIN: Thank you.

THE COURT: Thank you. Submitted?

MR. KAPLAN: Submitted, Your Honor.

THE COURT: Okay. Thank you very much.

Let me give you some thoughts. Without casting any blame one way or the other, because these things frequently are moving target, this one is a moving target, I'm going to for convenience -- and this is not to say that if somebody renewed a request in a month or two, I wouldn't look at it differently. But for convenience today, I'm going to drop down to what I think is the last iteration of the request from Mr. Burns and what I think is a sort of a response from Mr. Plevin.

With respect to what the documents Mr. Plevin suggests they will produce, I think that's fine. They're helpful. They're not everything you want, but they're certainly helpful. So that will be done. And we can talk about how long that will take.

I am -- things like the claims files and the reserve working papers and the underwriting, working backwards a bit, I am disinclined at this point -- well, first of all, I think each of those arguably is much more of a litigation question than a 2004 what are the assets kind of question.

That having been said, I think there is some intellectual bleed-over between the idea that they wanted the claims and you wanted some things in their files. I think there's some similarities there. I am hard-pressed to think that there's tremendous relevance, as I understand it now, between what might have been a claim resolution in the early

2000s and what you're going to be looking at now.

So I think -- I mean, if somebody wants to renew that argument at some point, I'll listen to it. But for right now, I'm not inclined to require the production of anything having to do with the earlier periods as long as thirty years ago.

I'm inclined to entertain the request with respect to the current claims files, the reserve working papers, and the underwriting information, if any, with respect to these cases. I'm disinclined to go further than that for now because, among other things, privacy concerns. And I know that people would be diligent in redacting, but all we need is one slip-up and we would be in a bad place. I'm inclined to grant the request as to those.

I do think that you're going to want to sit down with Mr. Plevin and just make sure everybody is agreeing on what the wording is because this is a moving target. And that's not a critique because these things frequently are moving targets. It's okay. But I think we need a little precision on what you mean by claims files, the reserve working files, and the underwriting information.

I think with respect to this case, that is close enough. And it's analogous to getting the claims from their perspective, okay? So I -- but I think you should work to just give me some language that is agreed to between you guys so that we're talking about the same thing.

And I think as to any other request, I think it's -- we're really getting into litigation positions that I think is rarely a proper function for 2004. And I think there we are getting a little bit closer to being concerned about the committee's role in the AP where they basically said, listen, we're not going to be generating discovery. I'm not holding you to that exactly here, but I don't want to intrude on that too much.

I do think that what we're talking about here is acceptable for current purposes. And things are going to change. As you get closer to a mediation or other issues bubble up to the surface, I will hear this again. And I'll listen to people as to why the world is different now and I should do something else. And/or when you get to the mediation, either the mediator is going to tell you you've got to do X, Y, and Z, and you guys have been through that drill enough to know or it sounds like Mr. Plevin or maybe they both confirmed something that I suspected, which is the judge role at that point is fairly minimal in terms of -- I mean, would I take direction from the mediator? I'd certainly listen if there were communication that, Judge, I think we need X, Y, and Z and you can help with that. I think I'd be inclined to listen to it. I don't know if that puts me in conflict with Judge Silverstein. If it does, I'm probably going to be worried. But there you go.

So I do think it's not that this can't be revisited, but I think it's a fairly limited production now is what's appropriate. And I don't want to hear about depositions now. We'll see about depositions down the road. Okay? I'm not sure that -- I don't think that they're going to be necessary "clarify" anything that you're going to be getting. And to the extent that they're depositions and the more traditional sense, they really are litigation vehicles that I think were we're just not there yet. So that's my ruling.

If you guys can put your heads together about appropriate wording for the three categories I suggested with respect to this case, I think could be produced, I think I can -- I'll be happy to see your handiwork. And I'll approve that, okay, subject to that being worked out. All right?

Anything else for the good of the order?

Oh, you guys, I'm thinking about the bar date order. And I promise you that will be category 1, okay?

MR. KAPLAN: Thank you, Your Honor.

THE COURT: All right. Thank you very much.

MS. UETZ: Your Honor, excuse me. Sorry, sorry, sorry.

THE COURT: Yeah, Yeah.

MS. UETZ: Just I know it's late, so I just want to raise the subject of Alvarez responding to your questions and see if we can't maybe set that for hearing or how you'd like to

proceed. Because I know we've -- Mr. Moore has been in the hearing and is prepared to respond to you, but I recognize it's -- so I really didn't -- next procedurally --

THE COURT: Yeah. I really need to get ready -- IU need to get ready for something at 1:30.

MS. UETZ: Sure. May we set it with Ms. Vann perhaps for a date or something?

THE COURT: Well, let me ask her a quick question, okay?

S1: May we set it with Ms. Fand, perhaps for a date or.

THE COURT: Let me just ask her a quick question. Okay. Ms. Fand, how are we looking on the 22nd?

THE CLERK: We're pretty -- there's only three matters so far set.

THE COURT: All right. I've got -- if anybody wants to do the day before Thanksgiving, that's actually -- oddly enough, that's a light calendar. If you would rather not do it, then we can do it a little bit later. It's up to you folks.

MS. UETZ: Your Honor, Mr. Moore is on. And I'll defer to him. We will have someone from Foley here for that hearing on that date --

THE COURT: All right, the 22nd.

MS. UETZ: -- if he can make it. And I know he's on

the hearing.

THE COURT: All right.

MS. UETZ: So maybe he can say so.

MR. MOORE: Your Honor, it's --

THE COURT: Well, no. I mean, it's not as if you can't do this by -- you can do it by Zoom.

MS. UETZ: Sure.

MR. MOORE: That's fine, Your Honor.

THE COURT: Okay. All right. I appreciate it. We'll see you then.

MS. UETZ: Thank you so much. Sorry for the interruption.

THE COURT: Thank you. Okay. No, no. Thanks very much.

MS. UETZ: Thanks. Bye.

THE COURT: Okay. See you soon.

(Whereupon these proceedings were concluded)

C E R T I F I C A T I O N

I, Michael Drake, certify that the foregoing transcript is a true and accurate record of the proceedings.



/s/ MICHAEL DRAKE, CET-513

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EXHIBIT 2

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

-oOo-

In Re:	) Case No. 4:23-Bk-40523
	) Chapter 11
THE ROMAN CATHOLIC BISHOP OF OAKLAND	)
	) Oakland, California
	) Tuesday, July 18, 2023
Debtor.	) 9:00 AM
_____	)
	1. MOTION FOR AN ORDER AUTHORIZING AND APPROVING SPECIAL NOTICING AND CONFIDENTIALITY PROCEDURES (DOC. 6). CONT'D FROM 5/9/23, 5/23/23, 6/6/23, 6/20/23
	2. MOTION TO SET BAR DATE

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE WILLIAM J. LAFFERTY
UNITED STATES BANKRUPTCY JUDGE

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OAKLAND, CALIFORNIA, TUESDAY, JULY 18, 2023, 9:03 AM

-oOo-

(Call to order of the Court.)

THE CLERK: All rise. Court is in session.

This is the United States Bankruptcy Court, Northern District of California, the Honorable William J. Lafferty presiding.

THE COURT: Be seated, everybody.

Okay. There's just one matter on today and it's specially set. So let's go ahead and call that matter.

THE CLERK: Yes, Your Honor. Calling line item number 1 for Roman Catholic bishop of Oakland, Case Number 23-40523.

THE COURT: Okay. Why don't we start with appearances in the courtroom?

MS. UETZ: Good morning, Your Honor. Ann Marie Uetz of Foley & Lardner --

THE COURT: Okay.

MS. UETZ: -- for the debtor.

THE COURT: Okay.

MR. LEE: Good morning, Your Honor. Matt Lee, Foley & Lardner, for the debtor.

THE COURT: Okay.

MR. MOORE: Good morning, Your Honor. Mark Moore, Foley & Lardner, for the debtor.

THE COURT: Okay. And go ahead and make an appearance if you expect to speak. If you don't expect to speak, you don't need to make an appearance. So other side of the room?

MS. ALBERT: Good morning, Your Honor. Gabriela Albert, local counsel for the committee.

THE COURT: Okay.

MS. ALBERT: And we have lead counsel here from Lowenstein.

THE COURT: Okay.

MS. ALBERT: Jeff Poel.

MR. PROEL: Good morning, Your Honor.

THE COURT: Good morning.

MS. ALBERT: Brent Weisenberg.

THE COURT: Okay. Good morning.

MR. PROEL: And Colleen Restel.

THE COURT: Okay. Good morning. Okay.

MR. PLEVIN: Good morning, Your Honor. Mark Plevin of Crowell & Moring on behalf of Continental Casual Company.

THE COURT: Okay. Good morning.

MR. SCHIAVONI: Your Honor, Tancred Schiavoni from O'Melveny. I have my partner, Karen Rinehart, on the line.

THE COURT: Okay.

MR. SCHIAVONI: I have a pro hac pending before you. She's my sponsor --

THE COURT: Okay.

MR. SCHIAVONI: -- for this application.

THE COURT: All right. Anybody have an objection to the pro hac? Okay. It's granted. Okay.

MR. SCHIAVONI: Thank you, Your Honor.

THE COURT: Yeah, You're welcome.

Okay. Anybody else expecting to speak today? Okay. How about on screen?

MR. BLUMBERG: Good morning, Your Honor. Jason Blumberg from the United States Trustee.

THE COURT: Okay. Anybody else?

THE CLERK: Yes, Your Honor, we do.

MR. HABERKORN: Good morning, Your Honor. Adam Haberkorn also for Pacific Indemnity Insurance Company, working with Tan Schiavoni.

THE COURT: Okay. Before we move on, I'm not trying to single you out, but I guess there's no other way to do it than to single you out. The Court is open. So were you here, I'd expect you be wearing a tie, right? Correct?

MR. HABERKORN: Yes, Your Honor.

THE COURT: Okay. So in the future, you'll adhere to that, right?

MR. HABERKORN: Yes, Your Honor.

THE COURT: I appreciate it. Thanks. Okay. Other appearances?

MR. MAXCY: Good morning, Your Honor. Patrick Maxcy

from Dentons U.S. LLP on behalf of Travelers Indemnity Company and its affiliates.

THE COURT: Okay. Anybody else appearing?

THE CLERK: Your Honor, these are the only participants who are --

THE COURT: Okay. Look, I understand there are a number of people who are on the Zoom who are listen only, and that's fine. This is a case, as many bankruptcies turn out to be, to be of immense public interest for a number of reasons. And it's actually one of the, I suppose, blessings of the unfortunate situation we all have with the COVID epidemic that we've gotten used to being very flexible about how we conduct hearings. And the Zoom hybrid has allowed people to attend hearings, at least in some fashion, in a way that probably was not feasible or practicable before. So for that, I think -- I know I am thankful that the public and other people who may not want to stand up and say something in a hearing but may be very curious about it at the very least are able to participate. So all of you who are on the line today who do not expect to be making appearances, welcome. And I look forward to frank exchange of views by wonderful counsel here. And we will begin.

So why don't I turn to the debtor for some choreography? Okay. I think we've got three things on today, or have I missed something?

MS. UETZ: There may be -- there may be a fourth that we want to address, Your Honor.

THE COURT: Sure.

MS. UETZ: And I appreciate the invitations to be the choreographer for a moment.

THE COURT: Yep.

MS. UETZ: Just a couple of updates, if I may.

THE COURT: Yeah.

MS. UETZ: We, the debtor, filed our monthly operating report timely yesterday. We appreciate the Court --

THE COURT: I cannot say I fully absorbed it.

MS. UETZ: -- and the parties' extension.

THE COURT: Okay.

MS. UETZ: We appreciate everyone's cooperation in extension.

THE COURT: yeah, sure.

MS. UETZ: We've reset with your chambers the status conference. That is now set for August 9th.

THE COURT: Right.

MS. UETZ: We will file an amended status conference report before that time.

THE COURT: Sure, okay. Okay.

MS. UETZ: Also, we filed the insurance adversary proceeding, and hence, we have some new participants today.

THE COURT: Yeah, I'm going to ask a question or two

about that. That might be way down the road, but it might not be way down the road. We'll see.

MS. UETZ: Sure.

THE COURT: Okay. All right.

MS. UETZ: I wanted to let the Court know that.

The things that are technically up for today, my understanding would be the following: The ordinary course professional motion --

THE COURT: Yeah, uh-huh.

MS. UETZ: -- to which at least with the U.S. Trustee and the committee, we've resolved objections. That was one thing.

The second thing is, we have now agreed to a protective order with the committee for the production of documents in the case. And we wanted to just address that with Your Honor if we could.

The third thing is the bar date motion. And, Your Honor, we have resolved, we believe, the objection or issues with respect to the U.S. Trustee as well as with the committee. And we can walk through and address that --

THE COURT: Well, I've read it.

MS. UETZ: -- motion of course. It's a lot there.

THE COURT: Well, I mean, I -- as is also quite typical of bankruptcy cases, I read things knowing that what I'm reading is likely to be leapfrogged. So I was happy to

read the last iteration, okay? And if we want to walk through that, we can.

MS. UETZ: Thank you, Your Honor.

THE COURT: Sure.

MS. UETZ: Recognizing, of course, the insurers have their objection.

THE COURT: I understand.

MS. UETZ: We haven't resolved that.

THE COURT: Yeah, yeah.

MS. UETZ: Lastly, we have the confidentiality motion, which we filed and an amendment to the motion on July 7th. And the committee has objected to that.

THE COURT: Yeah.

MS. UETZ: So we have that to address. And perhaps somewhat relatedly, on Friday the committee filed an ex parte discovery motion. And we have an all-hands meeting of professionals tomorrow morning, starting at 8 a.m. I'm hoping we can address that as well as other rolling production tomorrow morning. So I just wanted to mention that.

THE COURT: Okay. Let me --

MS. UETZ: When we get to that.

THE COURT: Okay. So your thinking is that -- or maybe your subtle request is that I not act immediately on the 2004 exam on the theory that you'll be having a conversation with the committee and others?

MS. UETZ: A hundred percent, Your Honor.

THE COURT: Okay.

MS. UETZ: We have a standing meeting scheduled.

THE COURT: Are you going to need to see me later in the day? Because I've got calendars on Wednesday. Do you know yet?

MS. UETZ: We may; we may not. I'm hopeful ad I'm actually pretty optimistic, given the time we've set aside and it will be all hands for both the committee and the debtor, that we're going to reach resolution on that. But I'll leave it to the committee, obviously, to bring it back to you if we don't.

THE COURT: Yeah, I mean, certainly in connection with 2004, I mean, it's like discovery disputes. You tell the judge we want to come talk to you, and we try to accommodate it. So given that I have hearings pretty much all morning -- and it turns out that you need some help at 11 or 11:30, let me know.

MS. UETZ: Thanks, Your Honor.

THE COURT: Okay? All right. And the committee too. Understood?

MR. WEISENBERG: That's fine, Your Honor. Thank you.

THE COURT: Yeah. Okay. All right.

MS. UETZ: So that's what I have, Your Honor.

THE COURT: Okay.

MS. UETZ: I'll defer to the Court on the order of

things, but I kind of laid them out in at least my preferred order.

THE COURT: Yeah, I think -- well, actually, you go ahead.

MS. UETZ: Of course, however you direct. I laid them out in the order we would intend to address them.

THE COURT: No, I -- yeah. I assume we deal with the ordinary course professionals more or less first, although if there's something else that I need to address before then that's ministerial, let me know. No? Okay.

MS. UETZ: We would proceed with that, Your Honor.

THE COURT: Okay.

MS. UETZ: Mr. Lee will be handling that.

THE COURT: Okay. Well, let me just ask a question or two. You're about to describe to me a resolution of many objections from the U.S. Trustee on the committee I take it?

MR. LEE: That's correct, Your Honor.

THE COURT: Okay. Why don't you go and do that? because I've got just a thought or two. Okay?

MR. LEE: Okay. Absolutely. So before the motion was filed or simultaneously with the motion being filed, a proposed order was shared with the committee in the U.S. Trustee, we received feedback from both of them.

THE COURT: Yeah.

MR. LEE: Changes that were negotiated with the U.S.

Trustee includes a clarification that the relief for the six ordinary course professionals that are identified in the motion will go back to the -- they're okay with that going back to the petition date but for anyone who is added via supplements according to the procedures. That relief will not go back to the petition date. So we will actually be submitting a revised proposed order that makes that clear.

THE COURT: Okay. Can I pause on that for a second?

MR. LEE: Yes, Your Honor.

THE COURT: Does that implicate anything other than our local rules or procedures that said that the U.S. Trustee expects somebody to file an application within X days of commencing their work?

MR. LEE: I don't follow your question, Your Honor. I apologize.

THE COURT: Sure. The reason -- well, the rule-based reason why we require folks fairly promptly to file an application is a concern of the U.S. Trustee that we want to be able to evaluate the person's -- what they're going to be doing and anything else having to do with conflicts and so on fairly promptly. So there is built into our practices and procedures and probably the local rules -- I forget if it's the thirty-day or twenty-one day, you know, get your application on within X days of commencing your work. So this if this addresses only that, I'm fine because, I mean, ideally it would allow somebody

to make an argument as to why they hadn't (indiscernible). Then I could hear it.

MR. LEE: So I think the response to that is a couple of things. 1 --

THE COURT: Sure.

MR. LEE: -- my understanding is that applies to 327 applications whereas these are more -- I mean, these are not bankruptcy professionals. They're working on everyday things that they've worked on with the debtor for in some cases many years.

THE COURT: Well, are they anything other than 327(e)?

MR. LEE: Pardon me? I mean --

THE COURT: Are they -- yeah, 327(e) or something else?

MR. LEE: I would say they're ordinary course professionals. I don't think -- I don't think the code would consider them special counsel because they're being retained for -- like for one example is Plageman, Lund & Cannon --

THE COURT: No, I - yeah, I -- let me rephrase the question. I think of them in a 327(e) category in that at a minimum they don't need to be disinterested. Right? We're not going to worry about that --

MR. LEE: Correct.

THE COURT: -- and/or their connections.

MR. LEE: Correct. 1

THE COURT: They're not performing bankruptcy centric functions. Okay? They are still -- many of them are attorneys. They're not all attorneys, right?

MR. LEE: That's correct.

THE COURT: So they wouldn't -- I mean, I would ordinarily think of them in a 327(e) context as and you got to obey whatever the State law rules are, conflicts, which is basically all 327(e) asks anyway.

MR. LEE: Correct.

THE COURT: Right? So what's the distinction? Why are they, in your mind, not under the 327(e), even the attorneys?

MR. LEE: Well, I think in part because of the type of services they provide. There's case law which we've cited in our brief that says if you're not directly working to advance the restructuring, then you don't fall under 327.

THE COURT: I'm not sure I agree with that doctrinally. But go ahead.

MR. LEE: Okay. The other thing is these are people who may not agree to continue to do the work if they have to submit a monthly fee statement every month for 4,000 dollars.

THE COURT: Yeah. That I'm not so worried about that. That doesn't bother -- I'll tell you what. Let me do it this right. Given that I think you overcome objections from the U.S. Trustee, which is the party who ordinarily wants to argue

about these kinds of things, I'm willing to agree with you that we can designate these folks as something other than professionals for this case only. And it's not going to be -- I don't want anybody citing to me in a year that I did this in the next big case I have because I think it is a really close question, but I don't think we want to burn a lot of time on it here if everybody's in agreement. And there'll be other cases where it's going to matter more. Okay? But that's I want to make my concept known here. It's not something that I thoroughly agree with, but I'm not going to make a deal with it. Okay?

MR. LEE: Understood, Your Honor. And all the -- every OCP, whether they are -- every ordinary course professional, whether they're identified in this motion or they submit a supplement, they still have to submit a declaration saying this is what we're going to do. We're going to abide by the fee caps. If we go over the fee caps, then we've a -- then we will be 327(e) and we have to submit a fee application and statement on those. So I think we built protections in that address your concerns.

THE COURT: Okay. All right.

MR. LEE: But I hear you loud and clear, Your Honor.

THE COURT: I got to tell you. I turn to your exhibit with all the ordinary professionals with great interest. Indulge me for a second.

MR. LEE: Yes, Your Honor.

THE COURT: Twenty some years ago, one of the paths Jim Lopes gave me in PG&E 1 was handling the ordinary course professionals of which there were 112 firms around the country. You guys have seven or eight. You've got to build that up a bit. You got to make it worth our time here.

It was actually one of the great exercises I ever did. I got to make sure that 112 attorneys around the country who didn't do bankruptcy work got employed and paid. I was a very popular guy on the case.

MR. LEE: Don't envy you on that, Your Honor.

THE COURT: So I wish that to you hope you're as --

MR. LEE: Did your motion -- did your motion get granted, Your Honor?

THE COURT: Well, actually, there was a lot of discussion among current colleague of mine, Steve Johnson, who was then with the U.S. Trustee's Office and me and Judge Montali about whether these people were professionals or not in exactly the way you're articulating here. And I can't say that I won the argument in full, but Montali found a way to not worry about it. So I got it all worked out in the end.

MR. LEE: I appreciate that, Your Honor.

THE COURT: Okay. So I'm interrupting you. I think we're probably past the meat of this thing, but you go ahead and finish up.

MR. LEE: I think you're right. I mean, the resolution with the committee were on how certain things were worded. And we are resolved those.

THE COURT: Okay. All right. All right. Anybody else want to be heard about the ordinary course professional protocol? Okay It's granted.

MR. LEE: Thank you, Your Honor.

THE COURT: Thank you very much. Okay.

MR. LEE: The other thing I was going to -- the other agenda item I was going to address, Your Honor, was the stipulated protective order which was submitted on Friday afternoon. It's a stipulation merely to facilitate document exchange from the parties creating obligations for confidentiality or high level of confidentiality. It was quite a long stipulation. I'm not sure that you read the whole thing.

THE COURT: I mean, is it atypical?

MR. LEE: It is not, Your Honor.

THE COURT: I didn't think it was either. I read a few of them. And I don't celebrate their length, but I understand why it has to be as long as it is. Now I can't say -- I was waiting to see if even if anybody wanted to comment on it today before I turned to it in any sort of fly speck kind of way. I have not -- I did not see anything in it that I thought was unusual or problematic. I did not see

anything omitted that I expected to see. But people may have very specific concerns about this, and if they do, I'm all ears. And if you're looking for approval today, I was expecting that wouldn't quite happen today pending people's comments. So you tell me where you are on the process.

MR. LEE: Well, I think the order that's been submitted is the one that the committee and the debtor have agreed to.

THE COURT: Okay. Okay.

MR. LEE: And I can't speak for anyone else, but all I can say is that it was a product of a couple of weeks of negotiation with the committee that was very fruitful. And everybody's happy with it. So --

THE COURT: Everybody who's looked at it.

MR. LEE: Everyone on my side and the committee's side is happy with it, Your Honor.

THE COURT: Okay. Okay. All right. All right. Come on up.

MR. SCHIAVONI: Your Honor, if I --

THE COURT: Okay. Just get just get close to a microphone so we get everything you want to say.

MR. SCHIAVONI: Yes, Your Honor. Tancred Schiavoni of O'Melveny for Pacific Indemnity.

I just wanted to -- Your Honor, we didn't get drafts of this order. We weren't invited to participate. We would

like to obtain copies of the documents. I think it's necessary to have them to be part of the plan process. And I suspect the confidentiality is fine, but we would like to just review it quickly if we could this afternoon.

THE COURT: Yeah, I mean, it's. It's publicly available on the docket. You haven't been sent it yes, but you can find it fairly easily. Are you suggesting I hold off approval until you do that or you want to --

MR. SCHIAVONI: If you could merely give us just the day to look at it this afternoon. We would like to receive the same set of documents.

THE COURT: Well, that that's a whole other question, in my view. But we'll get into that. We'll start getting into that today.

MR. SCHIAVONI: Thank you, Your Honor.

THE COURT: Okay. Thank you. Appreciate it.

Okay. Go ahead.

MR. LEE: So I guess just to address counsel's comments, there are provisions in there that allow third parties to participate in the protective order, just as they would be if they were a party to it. So we can go over those with counsel.

THE COURT: Yeah. I mean, I don't know if you -- if there are any other gating issues with respect to that. I'll let you talk to them about that. Okay?

MR. LEE: Yes, Your Honor.

THE COURT: Okay.

MR. LEE: And that was all I had on the protective order.

THE COURT: Okay. Then I seek -- I mean, my comments are I read it. It neither contained anything that surprised me nor did it omit something that I thought absolutely had to be there. So I will await further comments, if any, from other parties. But to the extent that's been worked out between the committee and the debtor, that's very positive.

U.S. Trustee have any input on that, on the protective order?

MR. LEE: I don't --

MR. BLUMBERG: Your Honor, Jason --

MR. LEE: Oh, go ahead, Jason.

MR. BLUMBERG: Sorry, Your Honor.

THE COURT: By the way --

MR. BLUMBERG: I was going to say --

THE COURT: -- we address people by their last names here.

MR. LEE: Attorney Blumberg. Sorry.

THE COURT: Okay. Thank you. All right.

MR. BLUMBERG: Your Honor, Jason Blumberg for the United States Trustee.

I reviewed the order last night. I have no comments

to add to it.

THE COURT: Okay. Okay. Thank you. Okay. So we'll bring that to rest soon. Okay?

MR. LEE: Thank you.

THE COURT: Thanks. Okay. All right. Next?

MS. UETZ: Your Honor, if I can introduce the bar date motion, and then I'm going to hand it to Mr. Moore to address --

THE COURT: Sure, okay.

MS. UETZ: -- the motion more completely.

THE COURT: Okay.

MS. UETZ: Just a bit of a context for Your Honor. Prior to filing the bar date motion, one of my colleagues, Eileen Ridley, who's in the court on the insurance front, had a meet-and-confer with Mr. Tank and some of his colleagues who represented some of the insurers. That did not result in any agreement with respect to the bar date motion issues.

We subsequently had negotiations, had reach-out from Mr. Blumberg, from counsel for the committee, which resulted in fairly extensive discussions with the committee especially, but also -- forgive me, it wasn't Mr. Blumberg. It was someone else from his office, and I'm just not recalling the name.

In any event, that led us to a landing yesterday and a compromise that we reached with respect to the committee on the motion. And we satisfied the United States Trustee's concerns.

On balance, we think that the changes that were made are good for the estate. We recognize the redline is a bit of a strain read perhaps. And Mr. Moore is standing ready to answer any questions of Your Honor and otherwise address the motion. But I wanted to give the Court just that background for how we got here.

We're grateful to the United States Trustee's Office as well as the committee for negotiating with us and even to the counsel for the insurers for the reach-out. Although we were not able to reach agreement, we expect throughout this case we will be able to reach agreement on a number of issues with all of those parties.

THE COURT: Okay. Anybody else preliminarily? Anything from the committee?

MR. PROEL: Yes, Your Honor. For the record, Jeff Proel on behalf of the committee.

Your Honor, as you indicated, there were extensive negotiations between our office and her office with regard to the terms of the bar date. And I think uniquely in this case, we reached common ground on the idea that setting a prompt bar date was really important for this case.

THE COURT: Yeah. Can I stop you for a second? I was wondering if I was going to get any pushback on September 11, and I take it I'm not from your side, right?

MR. PROEL: You're not, Your Honor.

THE COURT: Okay.

MR. PROEL: Based upon the agreements that we've reached. Again, filing of proof of claim form in these cases is more complicated than in your traditional commercial case.

THE COURT: Right.

MR. PROEL: And based upon the compromises that we reached, use of the form 410, with it optional supplement, we believe that the survivors in this case will be unable to comply with that deadline. We're tremendously concerned about what the debtor had originally proposed and what the carriers are seeking here which provides for much more extensive information and much more difficult conversations with survivors and their ability and willingness to come forward within such a constraint period of time.

THE COURT: On an initial basis.

MR. PROEL: Correct. And so we view the proof of claim form as a document that's filed in order to simply register the claim. And if there need to be further proceedings with regard to detail, we can deal with that down the road. Today it's very simple question, simple question before Your Honor, that is what is the bar date and what are just the initial requirements for the filing of a proof of claim. And based upon the discussions, the agreement we've reached with the debtor with regard to the form, we are comfortable with September 11th as the bar date.

THE COURT: Okay. Before I hear the insurance companies, I want to give you a couple of thoughts. Okay?

I'm going to tell you something you already know. The culture among bankruptcy judges is perhaps unique among federal judicial officers. We share information fairly readily. And I had -- in looking at the form on which you have lighted, I had the benefit of looking at several other forms, some of which you supplied me with and some of which I just happened to see from other sources.

And as to the form, I was struck by the relative consistency of the framing of the questions and the scope of the questions and kind of information, but at the outset, absent the insurance companies concerns, seems to be on everybody's mind as to what needs to be presented in the first instance to establish the prima facie value of the claim which is part of but not necessarily in the last stage of a process that may get you guys where many of these cases end up, which is in a constructive mediation where everybody who's under that tent knows what they need to know to make progress and to get to resolutions.

So I noted, for example, that one of my colleagues in oral remarks that I was able to access might have noted that a question appeared to be in his mind compound in a certain way. And should it be broken up? I had a thought or two about that on some of the questions, but it's nothing that is

earthshaking. And certainly if, between the committee and the debtor, the consensus is that this is not only getting to what in your minds ought to be out there and attested to in the first instance, there's nothing in that form that struck me as problematic at this stage.

The bigger question is a process question that we all know is out there. And it's -- not to be corny, but it's a little ecclesiastic, right? To everything there is a season. And it's one thing to talk about what the claim form looks like on the first day. It may be a very different question, what you need to know six months from now. And then maybe the insurance companies are going to want to convince me those things are the same thing. And this is really that question, right? This is a question of what and when and how is this process going to work and how do I think about things like prima facie validity, what goes into that, and what might be a bit beyond that, as crucial as it may ultimately be, what might be beyond prima facie viability is my sense. Okay? So that's my overall approach to this.

I was delighted to see the progress that you made. I was delighted to see that you finessed the question of the supplement by making it not mandatory but clear indications that it's a really good thing to do for a whole bunch of reasons. And hopefully the committee's support of that proposition will get you where you hope it will.

So I will have a question or two about process. And I'll throw them out there now and just see if there's any sense of it. Do you have a sense of what is the next step if, for whatever reason, someone doesn't take your exhortation to follow a supplement? They file a proof of claim and it appears to be an abuse proof of claim and They don't do the supplement, what do we do? What's the process at that point?

I'll look first to the debtor for that, for the answer to that.

MR. MOORE: Thank you, Your Honor. Mark Moore on behalf of Foley & Lardner.

And I want to reiterate that we really sincerely do appreciate the committee's working with us on this. And we believe that we have reached what is a very thoughtful process.

Your Honor, I think if in a situation where you had a claimant that filed the official form, form 410, that includes all their identifying information -- obviously we have built in procedures to protect that information. That was another big part of the discussion that we had to maintain confidentiality of that form.

And I think that the next step then would be, obviously, the committee has agreed to strongly recommend that parties fill out the supplement and provide appropriate documentation. Some of the documentation that may already exist in the terms of certificates of merit, complaints, many

factsheets, things of that nature in the California state procedures will probably help bridge that gap.

And then to the extent that there are additional questions --

THE COURT: Say that for me again.

MR. MOORE: Your Honor, to the extent that there are already documents that exist that are outside of the supplement and outside of proof of claim form that related --

THE COURT: Meaning that you could reference on your own.

MR. MOORE: Correct, Your Honor.

THE COURT: Okay.

MR. MOORE: That we already have in our possession.

THE COURT: Well, there you go.

MR. MOORE: With respect to many factsheets, certificates of merit --

THE COURT: Yep, yep, yep, yep, yep, yep. Okay.

MR. MOORE: That may help bridge that gap.

THE COURT: That's a verification tool you have anyway.

MR. MOORE: Correct, Your Honor.

THE COURT: Got it. Okay.

MR. MOORE: And then to the extent that there are additional questions where we need to fill in additional gaps, then we may have to take discovery under the mediation

privilege.

THE COURT: Okay. But for example, I mean, you're not taking the -- I know the language of these orders is always fairly direct, that if you don't do X, you will not be deemed to be a creditor. You're not taking that the next step with the failure to file a supplement, right? You're not?

MR. MOORE: No, Your Honor. The supplement is purely optional but strongly recommended.

THE COURT: All right. Is there a process for reaching out after the claims bar date other than the discovery option, as in reencouraging somebody to file the supplement? Have you ever thought about that?

MR. MOORE: Your Honor, our bar date order doesn't contemplate if --

THE COURT: Okay. I'm not saying it has to. I'm just curious what you're thinking.

MR. MOORE: We haven't built into it a procedure for us to re urge that.

THE COURT: Yeah.

MR. MOORE: But obviously, we would anticipate a cooperative process by and among ourselves and the committee --

THE COURT: Right. Okay.

MR. MOORE: -- to answer any questions that may exist. I understand that that committee members obviously represent quite a few --

THE COURT: Sure, sure, sure, sure.

MR. MOORE: -- claimants in the case. And we anticipate, given our discussion so far, that that's not going to be a huge --

THE COURT: Okay. So let me ask you a -- you may not know the answer to this. There's something like 350 claims that have been asserted in state court now. And if they've been asserted by December 31 last year, they've been asserted timely. Right?

MR. MOORE: That's my understanding.

THE COURT: Theoretically at least.

MR. MOORE: Theoretically.

THE COURT: I mean, who knows what other -- okay. Do you know if anybody's asserted a claim after that deadline? You don't know?

MR. MOORE: I don't know the answer to that question, Your Honor.

THE COURT: Okay.

MR. MOORE: And I don't believe that we know the answer to that question.

THE COURT: Okay. And I take it -- should I take it as a given that everybody who's gone through that process the California legislature laid out that's somewhat rigorous has done so with a lawyer? There are some pro ses?

MS. UETZ: Excuse me, Your Honor, for jumping in.

THE COURT: Yeah. No, I just want to know the answer.
MS. UETZ: There are some pro ses.
THE COURT: Do you know how many?
MS. UETZ: I don't, Your Honor, but more than a few.
THE COURT: Okay.
MS. UETZ: Not a vast number, but more than more than just a few.
THE COURT: Okay. Appreciate it. Okay. Thank you.
MS. UETZ: You're welcome.
THE COURT: Okay. All right. You go ahead. Sorry.
MR. MOORE: Your Honor, I'm not sure -- I'm not sure where the question leaves us. I think that --
THE COURT: I'm just curious what we're going to do. Look, one end of the spectrum here is the insurance companies who told me in a brief that we'll address when they come up to the virtual lectern here, the failure to include certain information that may have been, quote, required, close quote, by whatever the State regimen is would be not just grounds for a demurrer which the answer is, well, find, you amend, right, which is why the whole claim process to me doesn't necessarily fit where I think they begin the analysis.
But at least some courts they will tell me -- they said, well, that's -- it's a demurrer without leave to amend. So what we're talking about here is something infinitely more flexible it sounds like. And that's all I'm trying to get at.

And you don't know what you're going to do in two or three months, but it's not as if -- you're not telling me that entering this water is going to determine anybody's rights, for example, who did not file the supplement. We will take that up when we take it up, right?

MR. MOORE: That's correct, Your Honor.

THE COURT: And from your perspective. Now, other people may urge me to do something else, but from your perspective.

MR. MOORE: That's correct, Your Honor.

THE COURT: Okay.

MR. MOORE: I think if you look at it in terms of what the possible outcomes are, there's basically three. We initially requested a required form that we built based off of other forms. And it's largely continued to be consistent. The committee had very minor changes to some of the language. That is now the supplement.

THE COURT: Right.

MR. MOORE: And so there's the possibility that the Court orders that parties that want to file a proof of claim have to file the proposed proof of claim form as in addition to that.

There's also the possibility that the Court orders that they don't have to do that at all or file anything else. They can just file the proposed 410. That's for example what

they did in Buffalo.

What we tried to do and what we eventually landed on with the committee was a balance between those two things. We understand that all disclosure comes with costs. And we are sensitive to the issues that the committee raised about the cost of disclosure to these types of claimants. But we also need information to help facilitate the claims reconciliation process and the negotiations that will inevitably occur.

THE COURT: By the way, I'm not critiquing any of this. I'm delighted to see you've made the progress you've made. I'm just kind of curious where we're going to end up in three months or so.

MR. MOORE: And I think, Your Honor, that part of that process where we have the optional supplements, it contemplates a cooperative's second step to the extent the second step is necessary, where if there's additional information that we need, we'll have avenues to be able to go through that with the committee or with the claimants themselves. If there's not additional information that we need, then we may already have it.

But at the same time, all the information that we get is going to be in terms of the forms protected appropriately and protected from dissemination so that parties should feel free and open and hopefully willing to share whatever they would like to share with us.

THE COURT: Okay. Okay. Anything else on your end or in terms of -- and by the way, I saw there was also agreement with respect to the means of publication, right?

MR. MOORE: That's correct, Your Honor.

THE COURT: Okay.

MR. MOORE: We have certain requirements in paragraphs 15, 16, 17, and 20 of our proposed order. If we just want to go through it. 15 is basically the general notice for all claimants.

THE COURT: Yep. Yep.

MR. MOORE: 16 is more attenuated notice to the survivor claimants that will include a committee letter that the committee drafted strongly recommending that they fill out the supplements. And then 17 and 20 are more publication-like notice of the bar date and things of that nature where the debtor has agreed to make certain postings on social media for example. And we are comfortable with those things, given the revival window has closed. We're also comfortable with those things, given the context of the cases. And so we believe that we can satisfy our obligations.

THE COURT: Okay. Anything else on your end about the negotiated form?

MR. MOORE: Your Honor, I think it's worth stressing that we do believe the September 11th date is important.

THE COURT: Okay.

MR. MOORE: It's a date that was previously noticed.

THE COURT: Yeah.

MR. MOORE: Because it does comply with the local rules. And this resolution was how we got to that date to keep that date.

THE COURT: Yeah. No, let me be clear. I mean, I'm not going to urge a different date. Had somebody urged a different date, I would have wanted to take that seriously. But nobody is yet right?

MR. MOORE: Well, I think -- without putting words in the committee's mouth, they're more than capable, I think if the form becomes more expansive, then there may be a different conversation.

THE COURT: Got it.

MR. MOORE: And so part of the balance that we were trying to strike --

THE COURT: Got it. Got it. Got it.

MR. MOORE: -- was --

THE COURT: Got it.

MR. MOORE: -- the form that we proposed as a supplement --

THE COURT: Got it.

MR. MOORE: -- with the existing dates.

THE COURT: Got it. Thank you. Okay. All good on your end?

MR. MOORE: Unless the Court has any questions about the proposed --

THE COURT: Not at the moment. As we circle around here, I suspect you may want to talk again.

MR. MOORE: And one last thing, Your Honor. The exhibits are still somewhat in flux, given that we need to conform to whatever the Court rules on the order itself. But we would anticipate filing a notice with the revised proposed exhibits that would then be referenced in the order as reflected in our redline.

THE COURT: Got it. Okay.

Committee, anything else?

MR. PROEL: Sure. I'll try to respond to a couple of the questions --

THE COURT: Sure, you bet.

MR. PROEL: -- that Your Honor asked.

THE COURT: You bet.

MR. PROEL: We have in court with us Rick Simmons who is liaison counsel in the State court. He also represents a committee member. Mr. Simmons indicated to us that there have been several complaints that have been filed post December 31st, a handful, but I can't give you an exact number.

I agree with Mr. Moore in terms of what we're trying to set off on here is a collaborative process. Hard to define today what that process looks like because we don't know

exactly what proofs of claims and what supplements are going to be filed. It may well be that somebody declines to file a supplement but provides an extensive narrative in connection with its form 410 which satisfies the requirements. If not ultimately, the goal here and the reason why we've agreed to a shorter bar date is we'd like to get mediation with the diocese. We'd like to get the claims filed. We'd like to value them and get the mediation. And there's certainly the opportunity within mediation if there's additional information provided for an exchange of information in connection with the mediation.

But it's also a two-way street. And Ms. Uetz indicated that we have filed a motion for a rule 2004 examination which relates in large part to files related to the priests who were accused of the -- in the complaints, designed to get at the exact information that the insurers are talking about is mandatory.

The knowledge that the diocese had with regard to the propensity of the abusers and the accused to have abused is an important element of one cause of action. And what we're trying to do with this agreement, and it's a collaborative approach, is to avoid the exact gotcha moment that I think the insurers are trying to set up. This is not about filing motions to dismiss claims three days after the bargain expires because all of the data that might be required is not contained

in the proof of claim. It's an opportunity to develop that through discovery if need be.

And the difficulty with the questions that the carriers want to ask with regard to that is you're asking individuals who today or forty, fifty, sixty, maybe eighty years old to recall horrendous abuse that occurred when they were adolescents or teens, and to not only recall what physically happened to them, but then to also think about who else might have seen it or who else might they have told.

They sound like simple questions as we sit in a courtroom here in 2023. But it's not so easy for survivors to, first of all, come up with that kind of memory or, secondly, be able to admit this kind of stuff and to see this in black and white on a piece of paper in front of them and make it a requirement that before you're eligible to file a claim, you need to answer these questions. And this is a -- it's a real problem. We've spoken to committee members already who, when they saw the initial proof of claim form and they wanted an exact date in terms of what date the abuse occurred, they broke down in tears and said I don't remember forty years ago was it April 1st or equal 15th. I might be able to give you a month or a season. These are very emotional, very, very difficult issues.

THE COURT: And your hope, I think, is that in broadening that question or making that question a little bit

less rigorous, what you've done is you've given the people who can recall with some specificity the chance to do so and those who can't, the chance to say I remember within this range or I just don't remember.

MR. PROEL: Exactly. Exactly.

THE COURT: Okay. And that and that in your mind, in the initial throes of this, which is what the claim form is about, that will serve the purpose of at least initially allowing folks who believe they have claims to assert them. And we'll go from there in terms of the ultimate proof which in your mind at least is a different question. Right?

MR. PROEL: Exactly, Your Honor.

THE COURT: Okay.

MR. PROEL: Thank you.

THE COURT: I understand

MR. PROEL: Thank you.

there's another issue we raised in our brief, and I just wanted to raise it with Your Honor while I had the opportunity, and that is the insurer's standing to be heard with regard to the proof of claim form. We've cited the law in the brief. And I won't belabor the law, but it's really a fundamental issue of the insurers really have no economic stake in the issues before Your Honor today, what's the date of the bar date and what information goes in the proof of claim form.

These are claims being filed by survivors against the

debtor, not against the insurance carriers. The insurance carriers have declined coverage, necessitating the filing of an adversary proceeding by the debtor.

THE COURT: Can I pause you for one second there?

MR. PROEL: Sure.

THE COURT: And let me invite insurance counsel to come up as well for a moment. Okay? I'm not trying to leapfrog a question here, but since the question came up, and I'm glad it did, I'm aware there's an AP out there. The time to respond, I don't know when that's going to be. But can I just ask a practical question here? As I understand the complaint, it's a complaint re dec relief, re coverage, and it's a complaint for breach of contract. Right? I mean, part of that's noncore theoretically. Anybody have a position yet as to whether I'm going enter final orders on this?

MR. MOORE: Your Honor, I think the insurers have typically in cases like this argued that it is noncore.

THE COURT: Yeah. Well, part of it is, right, at least?

MR. MOORE: Right.

THE COURT: I mean, part of it is marathon, right? It's a suit up.

MR. MOORE: Right.

THE COURT: Okay. All right. So you you're not able to tell me now, for example, that you would not assert it's

noncore, and if it is noncore, do you know what the position would be is whether I'm entering final orders?

MR. MOORE: No. And I can't say that because I don't speak for all the insureds on that.

THE COURT: No, that's fine. I mean, look, if you knew, fine. If you don't, that's fine. But that that's a complication.

Not trying to get wholly in front of this. But to the extent that the allegation is either there's a denial of coverage or there's a failure to confirm coverage, is this a situation where at some point you're going to simply reserve rights and we put the AP off to the side for a while, or are we going to litigate the AP? Anybody now? And anybody who wants to answer that, I'm looking for --

MR. SCHIAVONI: Your Honor, if I could, please.

THE COURT: Yeah, of course, anybody.

MR. SCHIAVONI: Tancred Schiavoni for Pacific Indemnity.

THE COURT: Sure.

MR. SCHIAVONI: I think what you're going to find is that in most instances, it was a reservation and not a disclaimer.

THE COURT: That doesn't surprise me. Okay.

MR. SCHIAVONI: In some of the cases, they were the assertion of when the injury occurred was in a period where a

given carrier did not write any coverage. And in those situations, there might have been disclaimers because it was basically saying, look, based on what the complaint says, it's not our period. Hence we disclaim. If the facts are different or something, please let us know.

THE COURT: Yeah. Yeah.

MR. SCHIAVONI: So I don't think this as a foundation to assert we don't have standing. I just don't think it's factually --

THE COURT: Well, we'll get there in a second or two, but --

MR. PLEVIN: And, Your Honor, I --

THE COURT: Yeah, go ahead.

MR. PLEVIN: I guess for the record, Mark Plevin for Continental.

I would add that my clients -- my client is an excess carrier. And I understand that our disclaimer or reservation rights was based on the fact that there had been no showing that the underlying coverage --

THE COURT: Exhaustion. Yeah, okay.

MR. PLEVIN: So we were saying --

THE COURT: Okay. All right.

MR. PLEVIN: -- it's not up to us.

THE COURT: Well --

MR. PLEVIN: And indeed it's not a matter of law if

there's a judgment exceeding the primary coverage.

THE COURT: I'm asking the question because you guys have done this more than me. Okay? So at the end of the day, if you have a sense now that, no, we're really going to expend resources on the AP, that's one way for me to think about how the case goes. If it's as likely that everybody kind of keeps their powder dry on this one and we put this off to the side while people do, shall we say, more practical things, that's fine. If you don't know -- if you don't know now, that's fine too.

But my reaction was it wouldn't stun me to hear that people want to not spend all their time litigating the AP.

MR. PLEVIN: So, Your Honor, I would say that, first of all, I believe there's an understanding or an agreement that's being reduced to writing to give all the insurers until August 31 --

THE COURT: To respond?

MR. PLEVIN: To respond to the complaint.

THE COURT: Okay. Okay.

MR. PLEVIN: Second of all, I reached out to the debtor's counsel immediately after the adversary proceeding was filed and asked the exact same question that you just put, which is, are we going to be litigating this. And then I saw the committee intervened. And so that would add another party who's being paid by the estate to this litigation.

So we're prepared to talk to the debtor and the committee about whether they seriously want to litigate this or whether perhaps they just want to get us to file answers so that they know what our position is. And then, as in many other cases, the litigation gets put on hold.

THE COURT: Yeah. Okay.

MR. MAXCY: Your Honor, if I could just --

THE COURT: Yeah, of course.

MR. MAXCY: (Indiscernible) again. And I'm very grateful to Ann Marie.

THE COURT: Ms. Uetz.

MR. MAXCY: Yes, sorry, for they did grant us the thirty-day extension.

THE COURT: Right. Good.

MR. MAXCY: And some of their lawyers are just getting back from vacation.

THE COURT: Okay.

MR. MAXCY: And some of us are leaving.

THE COURT: Okay.

MR. MAXCY: I'm from vacation right now.

THE COURT: Okay.

MS. UETZ: I get no vacations, Your Honor.

THE COURT: Well, okay, well, I -- look, I mean, I publicize my trip way too much and I'm back and I'm glad I'm back. So go ahead.

MR. MAXCY: So a great trial lawyer once told me that, like, if you had more time, you could pack less of speak for a trip. And it's like I'm hopeful that with this thirty-day extension --

THE COURT: Yeah.

MR. MAXCY: -- I could answer these questions about noncore or --

THE COURT: Yeah --

MR. MAXCY: -- perhaps by myself right now.

THE COURT: Yeah. No, but that's --

MR. MAXCY: We're trying to --

THE COURT: That's fine.

MR. MAXCY: -- bring about a uniform position of all the insurance.

THE COURT: Yeah, that's fine.

MR. MAXCY: We want to have an opportunity to sit down with the debtor. I do think that launching this adversary proceeding into full-blown litigation --

THE COURT: Well, I was just curious if there was -- if I was right, that there might well be a different path there. It sounds like the answer is yes, right?

MR. MAXCY: Yes. The answer is yes to that.

THE COURT: Yeah. By the way, your question -- everybody remember Blaise Pascal's wonderful quote in closing the letter? I would have written a shorter letter but didn't

have the time.

MR. MAXCY: I'll use that one next time, Judge. So we're hopeful on this.

THE COURT: Yeah. Okay. That's great. So I'm sorry for the digression, but this is extremely helpful to me. I appreciate it.

I'm sorry. Mr. Proel, go ahead.

MR. PROEL: I hate to burst the bubble, Your Honor.

THE COURT: But.

MR. PROEL: But preliminarily, the committee's assessment is that we would like to aggressively pursue the adversary proceeding litigation. It shows in diocese sex abuse cases the carriers come out throughout the case raising various coverage defenses.

THE COURT: Okay. Remind me. Your motion interveners is a contested matter?

MR. PROEL: I don't think anyone has filed --

THE COURT: Nobody is filing yet.

MR. PROEL: -- anything yet.

THE COURT: Okay. All right.

MR. PROEL: It's on for hearing next month.

THE COURT: Okay. SO we'll see.

MR. PROEL: Yeah, we'll see what happens then.

THE COURT: Okay.

MR. PROEL: But I just want to --

THE COURT: But you're taking a different view.
MR. PROEL: As a preliminary matter.
THE COURT: Got it.
MR. PROEL: And we're --
THE COURT: Got it.
MR. PROEL: -- going to talk to folks --
THE COURT: Got it.
MR. PROEL: -- about it.
THE COURT: Got it. Got it.
MR. PROEL: But as a preliminary matter, we believe that that adversary should be aggressively pursued. And we should narrow the issues with the carriers --
THE COURT: Okay.
MR. PROEL: -- through the litigation process.
THE COURT: Okay. All right. Thank you. I appreciate it.
MR. PLEVIN: Your Honor, Mark Plevin again. We're happy to talk to Mr. Proel and his colleagues about that. I would just point out that I think as a matter of insurance coverage law, you can't issue rulings on indemnity issues until there's a judgment. You can rule on duty to defend issues. But of course, now we've got an automatic stay and nothing needs to be defended unless the Court lifts the stay. So I'm not sure as a practical matter what is accomplished by --
THE COURT: Oh, we'll find out.

MR. PLEVIN: -- first litigation at this point.
THE COURT: Okay.
MR. PLEVIN: But we'll be happy to chat.
THE COURT: Very good. Okay.
MS. UETZ: Your Honor, may I?
THE COURT: Yeah.
MS. UETZ: I think I have three things to say.
THE COURT: Yeah. Having raised this issue, I'm not going to cut anybody off. So please. Yeah.
MS. UETZ: Thank you. I think from the debtor's perspective, we are reviewing the motion to intervene and having another discussion about an issue that just came up yesterday tomorrow. So our position on the motion intervene will be crystallized well in advance of the response. We don't yet have it. We're concerned about cost.
THE COURT: Yeah.
MS. UETZ: That's going to be part of the discussion.
THE COURT: Okay.
MS. UETZ: The second thing I'd like to say is it relates back to something that you asked during the bar date discussion with Mr. Moore. And it was, what's the next step? Will we see this going if we go with this form and the potential -- the optional supplement.
Your Honor, as counsel for the debtor, we are most interested in getting to a fulsome mediation and reaching a

resolution with all of the stakeholders in this case. And that is my challenge. And that is my primary goal in this case.

So the first place that we will go for that additional information is a cooperative, hopefully consensual discussion with the stakeholders to get the additional information so that we can have a fulsome mediation. And I recognize that counsel who sits to my left and counsel who sit to my right, they have a different vision when the mediation looks like. But at least for my part, to respond to your question, the debtor well understands that challenge.

THE COURT: Yeah.

MS. UETZ: And the third thing I want to say is with respect to do we expect contested adversary proceeding or not, in the first instance, honestly, Your Honor, yes. But it's with the goal toward quickly getting to a place where all of the parties and stakeholders can get to a fulsome mediation.

THE COURT: Okay. So one conception of this that you have is certain things might need to -- certain questions might need to be asked and answered. And at that point you can -- you're better able to stop?

MS. UETZ: So hopeful for that, Your Honor.

THE COURT: Got it. Got it. Got it. Got it.

MS. UETZ: So hopeful for that.

THE COURT: Okay. Got it. Okay. Thank you. Thank you to all of you for indulging my digression.

MS. UETZ: You're welcome.

THE COURT: But that's extremely helpful to me. And it certainly -- it helps me think about the argument Mr. Proel wants to make which is standing. Okay.

So let's go back. Let me go back to --

MR. PROEL: Thank you, Your Honor. The point I was making with regard to standing is that the insurers really have no dog in the fight before Your Honor today. In fact, there is no fight before Your Honor today.

THE COURT: There's no dog yet.

MR. PROEL: Well, the issues with regard to the bar date and the proof of claim were as between the committee and the debtor are agreed subject to Your Honor approving it. The insurers are really doubly removed to this point. As I started to say, the proof of claim form here is survivors' efforts to begin the process of asserting claims against the debtor. And those claims against the debtor have no bearing, no financial impact upon the insurance carriers at all.

THE COURT: When will they?

MR. PROEL: In the insurance adversary proceeding, Your Honor. That's the purpose of the adversary proceeding. That's the reason why we think that that deserves and should be pursued.

THE COURT: They won't have any bearing outside the insurance adversary proceeding?

MR. PROEL: Well, it may have bearing if there was a global mediation.

THE COURT: Yeah. And, I mean, I take it you're hopeful for that as well?

MR. PROEL: I'm hopeful for the opportunity to mediate with all of the parties in the case. But again --

THE COURT: Okay. Which would include the insurance companies.

MR. PROEL: Would include the insurance companies.

THE COURT: Okay.

MR. PROEL: But the proof of claim form, the contents of the proof of claim form, again, do not affect their liability. Okay? The only way their liability gets resolved in mediation is through an agreed-upon settlement. Okay? If we don't reach agreement either in mediation or through other negotiation, it's back to the adversary proceeding or perhaps through TDPs and whatever --

THE COURT: Let me let me ask you a conceptual question. Standing in bankruptcy, as you know, is probably regrettably flexible. So is there a way -- from your perspective, is there a way for me to agree with you to the extent that right now perhaps it's a bit attenuated but I might still listen to the insurance company on the theory that I'm trying to think through what's going to be happening in step 2, 3, 4, and 5?

MR. PROEL: Your Honor, I acknowledge that the concept of standing in bankruptcy is tremendously broad.

THE COURT: Yeah.

MR. PROEL: And yes.

THE COURT: I'm not disagreeing with you yet. Okay?

MR. PROEL: Judges in other cases and other contexts have found standing or not addressed the standing issue and allowed parties to be heard.

THE COURT: Yeah.

MR. PROEL: So that is certainly an option for Your Honor. We simply wanted to raise the issue --

THE COURT: No, I appreciate it.

MR. PROEL: -- from the standpoint that, again, we --

THE COURT: I appreciate it.

MR. PROEL: What we perceive the insurance carriers to be doing here is trying to make the proof of claim form more difficult, okay, and order, number 1, to perhaps tamp down the claims, discourage claims.

THE COURT: Well, I can --

MR. PROEL: (Indiscernible) --

THE COURT: -- I can certainly say I'm more on the debtor and the committee's side of that dispute than I am on the insurance companies for now. Without necessarily ruling, they have no standing, right?

MR. PROEL: Yes, Your Honor.

THE COURT: Okay. Appreciate it. All right. I'm not trying to cut you off. So if you had more to say, you go ahead. You had the floor. And then I think if you want to finish your thoughts, I'll turn to the insurance company.

MR. PROEL: I guess the only other point I would make with regard to standing, Your Honor, is it is on an issue-by-issue basis. Right? And so even if Your Honor were to find standing today or not address standing, it's certainly an issue that we will -- it's a theme that we're going to raise throughout the case.

THE COURT: Fair enough. Fair enough.

MR. PROEL: And we do think it an important issue that that to the extent that the committee and the debtor are able to get on board with concepts -- this is this is unique, as far as I'm aware, of a debtor and a committee agreeing on a bar date and a proof of claim form this early in the case and not having a real dispute here. And we're endeavoring to do that and we're just concerned about the insurance carriers having a different agenda and wanting to make sure that the Court is aware of that --

THE COURT: Okay. Sure.

MR. PROEL: -- and to cut that off --

THE COURT: Sure. Okay.

MR. PROEL: -- in order to minimize costs and expense --

THE COURT: Okay. Can I ask you one more question? I'm trying to remember where the authorized party's language is, if that's in the order or in the confidentiality agreement. But I note that at least at the moment, the insurance companies are not part of the authorized parties who are able to look at claims, right?

MR. PROEL: That's correct.

THE COURT: Okay. It's not as if that's been universally the answer around the country. Right? I'm aware of at least a couple other instances, I think, where they have them.

MR. PROEL: That is also correct.

THE COURT: Okay. I'm not trying to -- I'm not trying to make this so disconnected as to make it harder for you to argue. But can you articulate a reason why right now in your mind the insurance companies should not be an authorized party to receive information about the claims?

MR. PROEL: So, Your Honor, our view on that, again, as I stated earlier, is the insurance carriers' liability to the debtor, if any, will be determined either in the adversary proceeding or through mediation or a negotiated settlement. They're certainly entitled to discovery in the adversary proceeding. And perhaps they can get groups of claim forms through discovery in the adversary proceeding. Or in the event that there is to be a mediation at which they are at, the proof

of claims forms can be provided to them at that point in time under mediation privilege. But we just don't see any need for them to be part of the process at this early stage of the case, again, given their desire, our perception of their desire to create a gotcha moment and make this process as difficult as possible for the survivors.

THE COURT: So it would be anomalous in your mind for me to order that they have access without resolving -- well, I mean, I'd have to resolve the standing issue, right, against you. Is that fair?

MR. PROEL: I think you would, Your Honor. Yes.

THE COURT: Okay. I appreciate it. Anything else you want to tell me?

MR. PROEL: No. That's all I have, Your Honor. Thank you.

THE COURT: Okay. Appreciate it. Okay.

Let me hear from the insurance -- by the way, can I address one little point? I read your brief. We do have local rules about briefs here. In the future, you're going to follow them, right, things like Table of contents and table of authorities?

MR. MAXCY: I will take the blame for that, Your Honor.

THE COURT: Okay. So I don't have to strike the brief today and make a big --

MR. MAXCY: No, I was --

THE COURT: -- deal of that. Okay.

MR. MAXCY: I was doing it myself. And --

THE COURT: Always a mistake for the senior guy to do that in my view.

MR. MAXCY: Well, we talked about vacations or whatnot.

THE COURT: Yeah.

MR. MAXCY: Tables are beyond my technical --

THE COURT: They would be beyond mine too which is why I'm so sympathetic.

MR. MAXCY: So I apologize to the Court about that.

THE COURT: Okay. All right.

MR. MAXCY: Your Honor, I guess one place where I would start is to say that this process of the proof of claim form is -- as we pointed out and frankly, as the debtor pointed out in its motion, is the way this has been done in every diocese case other than Buffalo. In other words, having a more robust forum that provides information that parties need in order to accomplish all of the things that need to be done in this case, whether it's mediation, plan negotiation, objection to claims, that has been done in case after case by agreement between debtors and committees or at least without objections and ensure input has been taken in some of these cases.

THE COURT: Can I can I stop you for a second? Is

this going to the fact that the supplement is not mandatory or that there's other questions you want to answer?

MR. MAXCY: Well, it's a little of both.

THE COURT: Okay. So why don't we start with the with the nonmandatory part?

MR. MAXCY: Okay. So the reason for it to be mandatory, of course, is so people present the information that is -- has been agreed and ordered by the Court and that they're bound by it. Now, that's not to say that people can't amend their proofs of claim in the ordinary course as subject to whatever the rules are regarding the bar date and amendments of proofs of claim. But you want the information to be there.

Buffalo is the only case that I'm aware of where that was optional. Not everybody submitted the proof of claim form. I actually tried to get an exact count. And the best I can tell you was it looks like something north of fifty percent did submit the forms. But it certainly wasn't a one hundred percent or close to one hundred percent. But the information is needed in order to accomplish those three things: mediation, plan negotiation, and claim objections.

And the claim objection part of this is important. You said before -- you asked the question how many claims are there, and you were told about 350.

THE COURT: No. I think I suggested I thought it was 350 and nobody told me that was wrong.

MR. MAXCY: Okay. So that should be the universe based on the claims that were filed within the window. I understand it's possible the clerk is still processing some timely filed complaints. I take the argument made by the committee that people under forty still have time and that the statute also contains a provision for people who didn't realize their claims until later.

But we also look at other cases where there was an explosion of claims relative to what had been filed in the tort system before. And here with a closed window, putting aside those two categories of claims we just talked about, which should be relatively minimal, I think, Ms. Uetz said there's a few claims filed after December 31, I think what one thing that making the form mandatory and including the questions about did you file a complaint, and if you're over forty, did you file the certificates of merit, one thing those requirements do is it discourages the filing of frivolous claims.

THE COURT: I might have misread the form, but didn't I read that check a box if you filed the complaint, and if you did file a complaint, please attach it? Isn't that part of the form now?

MR. LEE: I believe it is part of the supplement. Yes. Your Honor.

THE COURT: Okay. So your concern, again, is just that it's not mandatory?

MR. MAXCY: Right.

THE COURT: Okay.

MR. MAXCY: And the -- we cited the A.H. Robins case from the Fourth Circuit from I think 1988 which was a tort case where the court -- and was under the Bankruptcy Act. But the Court said the official form proof of claim just doesn't get us there. We don't get the kind of information we need. We need to have the rest of it. And whether you do it by amending the proof of claim form or allowing people to use form 410 with the -- with a supplement, we think the supplement should be mandatory so that the information is gathered for every claimant who's submitting a proof of claim. So that's one thing we would say.

Another thing we would say is --

THE COURT: Let me -- you can correct me. But if we're talking still about the format of the questionnaire, as opposed to whether it's -- well, if we're now talking about whether it's not just mandatory but what the actual questions are, can you articulate for me what additional information you're looking for that you think really goes to the prima facie validity issue?

MR. MAXCY: Well, I would say the information about whether they complied with the rigorous requirements of the Childs Victim Act.

THE COURT: So that would be something more than

attach your complaint?

MR. MAXCY: No, that would -- and the certificates of merit.

THE COURT: And the merit, okay.

MR. MAXCY: If you were required to file one. So the form already asked how old are you. So we'll know if somebody is over forty. If they're over forty, they have to file certificates of merit, and they should attach those.

THE COURT: So the form presently doesn't -- it only asks for the complaint. And you're suggesting it should also attach to the certificate of merit?

MR. MAXCY: Right.

THE COURT: Okay. I'll come back to that in a second, but go ahead.

MR. MAXCY: All right. Another key thing we think needs to be in there, and it's partially in there but we don't think it's as precise as it needs to be, is information about whether somebody had already submitted a claim in a bankruptcy case or in a court or had already released a claim. The debtor, I understand, had a program called an IRCP program which was basically a -- bring us your claims. And even though they may not be timely, we'll consider making an agreement with you and paying money. And so if somebody had entered into that program or any similar kind of program --

THE COURT: The debtor would know, wouldn't they?

MR. MAXCY: The debtor would know it.

THE COURT: Okay.

MR. MAXCY: We don't know it.

THE COURT: Well, maybe the debtor will tell you.

MR. MAXCY: Well, and that gets Your Honor to one of the points that I think it's important to talk about, which is the practical aspect of this. You know, I think we didn't take a position on the bar date. We just didn't say anything about that.

THE COURT: Okay.

MR. MAXCY: But if the debtor, as most debtors in this area do, wants to get through this case as quickly as possible, having the information available to everybody who's an important participant, a stakeholder in the case, is important. And to put us into a situation where we have to rely on either Rule 2004 or discovery in an adversary proceeding and then if we do it through Rule 2004, have arguments about standing, Mr. Proel has indicated this is not the last time he's going to challenge our standing. So this will be a repeated theme in this case.

But it -- just as a practical matter, it doesn't seem to serve anybody's interests to keep erecting new roadblocks to the provision and sharing of information. We didn't have any objection to the confidentiality agreement. The debtor's proposed form included us within the list of authorized

parties. Our only suggestion was please add our regulators because they have the right to come in and audit our files any time they want. We can't stop them. But that was the only thing we wanted.

And I have to wonder -- when I'm assuming that committee is the one who insisted that we be stricken from the list of authorized parties, I'm wondering what they're trying to accomplish. Is this going to be a case where they're going to bring in lots of claims that weren't filed properly, may not be against the diocese? In the Diocese of Rochester case, the debtor actually filed objections to thirty-eight claims on the grounds that the claims were asserted against either non-Catholic entities or Catholic entities that weren't under the supervision of the diocese. And I think in Rockville Center, some of those similar objections have been sustained.

There's also issues about whether they were Boy Scouts claims, because most dioceses these are protected parties from post-1975 claims I think it is in Boy Scouts.

So there's a whole range of things that the proof of claim form should say. And if you are going to take what I'll call the hard way and make everything subject to discovery and discovery disputes and standing arguments and so on, a case that could be perhaps brought to resolution quickly or relatively quickly will be prolonged and more costly. And I don't see how that's in the interest of anyone here, any

stakeholder or the Court. So that's another thing that I think is of concern for us.

I think it's also important that the claimant themself sign the proof of claim form or the mandatory supplement because they're the ones who have personal knowledge. If their lawyer is attesting to the facts, you know, that's hearsay. That can't possibly establish a prima facie claim. And the lawyer, of course, is going to be subject to deposition and examination based on what they did. And essentially that's a waiver privilege. I believe that's what Judge Silverstein held in Boy Scouts when that same issue came up before her.

And I've talked about the need for the insurers to have access to this.

On standing, I would say that we can brief this if it needs to be briefed. I do agree it's issue by issue at different stages of the case. Courts have recognized fairly broadly insurer standing where there's a potential that the insurers are going to be affected. It doesn't require that there be a judgment in an adversary proceeding. And I can cite cases to you on that now or in a brief.

I would say that the Thorpe case from the Ninth Circuit, they used the phrase -- the panel used the phrase real world impact I think three, maybe more times where they were talking about how does this really affect the insurers. And the way it affects the insurers is that, at the end of the day,

the debtor and the committee are going to be asking the insurers to pay the bill here. And the insurers therefore have an interest in what goes on with respect to the claims, how they're asserted, how the claims are stated in proof of claim forms, who can object to them. The Code says any party-in-interest can object. And we just believe that because of the potential, the debtor is asking us to pay these claims. The debtor has tendered the claims to us. The debtor has sued us. There is a -- there is more than a potential that we could be asked to pay these claims at the end of the day.

The Third Circuit in the Global Industrial Technologies case said it very well. If somebody is trying to put their hands in the pocket of the person who's got to pay the bill, the person with the pockets has standing. And that doesn't require that there be a determination after a full adversary proceeding is litigated that there's an obligation to pay. It's the potential. And if we can weed out claims that didn't meet the requirements of the Child Victim Act or that weren't asserted against -- that aren't properly asserted against the diocese or things of that nature, that bar date is not complied with, that reduces the claims that will be presented to us for payment. And courts have said that's sufficient for insurer standing.

So yes, we do -- we are trying to put some guardrails on this process. It's a -- what we're trying to do is no

different than what the courts in other dioceses cases have done apparently without objection. So we would urge the Court to make the form mandatory, make it signed by attorneys, require the information about the complaints and certificates of merit, and to change the confidentiality requirements so that we're part of it, of course, subject to the other requirements of the confidentiality order, but that we have access to it. Giving us access in a mediation only that really ties our hands behind our backs. And I think that's appropriate.

THE COURT: Well, I mean, let me just destroy all the dramatic irony here. My view of this is, I think like many bankruptcy judges, this is an infinitely flexible process. And I could rule -- I could, for example, not take everything, not take every point you're making and turn it into the order, fully recognizing that somewhere between that and a mediation, there's going to be another process and you're going to be involved differently in that, for example, okay?

May I clarify a couple of things? When you talk about the complaint and the merit certificate, you're talking about simply making it mandatory -- they want to attach them to the same extent that the supplement of -- what's now a supplement becomes mandatory. You're not looking for any commentary thereon, right?

MR. MAXCY: No.

THE COURT: Okay.

MR. MAXCY: No. Just yes or no, did you file the --

THE COURT: And here it is.

MR. MAXCY: Yeah, right.

THE COURT: Okay. All right. What do you say to the committee's response that there's really nothing terribly evidentiary in this certificate of merit, it's very it's quite conclusory?

MR. MAXCY: Well, the Code of civil procedure does say it's subject to a demurrer. And you pointed out that demurrer can be sustained with leave to amend --

THE COURT: Yeah.

MR. MAXCY: -- or without leave to amend.

THE COURT: Yeah. And you certainly gave me one case that said, well, it should be without. And I mean, I don't feel that I have to do that, but I take that point. Okay?

MR. MAXCY: Right. So I think that the forms are required if they weren't filed. The statutory provision says that there's also an option if they weren't filed by the time that the complaint was filed because of issues regarding timing a lawyer can certify that and then file the form later. But you know, they've got to be filed. And if they aren't, the claim is not recoverable. And under Section 502, it can't be paid, can't be allowed.

THE COURT: Okay. Mr. --

MR. SCHIAVONI: If I could, Your Honor --

THE COURT: Yeah, sure.

MR. SCHIAVONI: -- just briefly be heard on some nonduplicative points.

THE COURT: Uh-huh.

MR. SCHIAVONI: Tancred Schiavoni for Pacific.

Your Honor, I just -- as just an opening comment here, this is -- I know it's seen as we're on one side and they're on the other and this is insurers on their point. But it's -- I can't begin to tell you that there's not an issue here that's more vital to getting this case done and more important in a sense to the claimants with meritorious claims than having some actual, like, safeguards around the proof of claim process. Because an entire industry has been created over the last year and a half of professional for profit, nonlaw firm claim aggregators. They have a convention in Las Vegas each year, mass torts made perfect, where money from hedge funds and other sources comes in to generate proofs of claim. These are investors that normally would be buying trade claims in bankruptcy.

They found that by funding claims aggregators and then doing mass advertising through novel means, not on TV but through people's cell phones and social media, that can generate proofs of claim at 250 to 500 dollars apiece and then either sell them or contract them out the claim into one of

these cases where then they get to vote and then they -- the claims in almost all the cases end up getting -- the debtor waives its objections. They get transferred to a plaintiff-controlled trust. And they're all deemed allowed and they're all paid. And each time that happens, the industry gets bigger and the problem gets worse.

And if we -- the basic safeguards I'm just going to talk about here briefly -- and I have a practical suggestion to bridge maybe the difference here. If those safeguards aren't put in place, there is a real risk that you could see the claims double, triple, quadruple.

Buffalo is the -- is an outlier. It's the only case I know of, a mass tort case, where only the form 10 was used. That was it. And it, Judge, has been a disaster. Over 800 claims flooded in. There's been no progress. Four different mediators appointed, two of them quit. A third one is in there -- for another reason left. It's like the case has absolutely come to a grind.

To leave a hole here where that can happen would be tragic. We don't want it for the reasons obviously having to do with claims that we wouldn't otherwise have to deal with. But it imposes upon the claimants with meritorious claims just a horrendous problem.

The Boy Scouts case was very, very different in a million ways. But no one expected 82,000 claims to flood in.

Okay? Then people -- then the case is faced with a 100-billion-dollar demand. It just became extraordinarily impossible to deal with. It's a real danger. It's an ever-present danger here.

And given the California's statutory scheme, it's particularly something that is like the most modest modification in the sense to the form that the debtor proposed. Could address these yes/no questions around the CVA are really important because we shouldn't be seeing large numbers of claims coming in for people in their eighties on a going-forward basis. But if we don't have the safeguard of an actual proof of claim that they sign, that they're bound to that is subject to challenge is no way to really stop this or sort them out.

The debtor isn't going to want to object -- to litigate those claims and object to them. And the committee is going to know it. And in the process of the plan formation will be excluded, and they'll create a plan that passes on to a plaintiff-controlled committee to sort through the claims. The claimants with meritorious claims will be left powerless to deal with the super majority of claimants who have much weaker claims and just sort of how to deal with them in the process of how to get a plan done. They'll have to please the lowest common denominator to get a plan. And they'll do that by raising the numbers up. And you'll see a billion-dollar-plus

demand in the case. And it'll be impossible to get it done.

I have a practical suggestion. I'm going to get to it in just a minute. But the scheme here that Congress set in the Bankruptcy Code, 502, is essential to the integrity of the overall process. It envisions -- it's a multi-pronged scheme, statutory scheme that includes the proof of claim, solicitation, challenging of the claims, and allowing them. Core to that process is that the proof of claims be a transparent process. And I'm not saying we couldn't put confidentiality over it but transparent to parties-in-interest and that all parties-in-interest could review the claims. All parties-in-interest could challenge the claims. It's sort of like a self-validating ballot process for a vote.

That's key because you don't want large numbers of claimants voting who don't have a claim at all or were created by a claims aggregator that the retention agreement says that whatever lawyers attach to the claim doesn't have any obligation to litigate the claim in the tort system or anywhere else. His job is done when the tort claimants is filed and the proof of claim presumed allowed and then sent to a committee controlled by mass votes to vote.

The 502 system envisions that the claims -- all parties-in-interest will get to review them, that there'll be sufficient information in them to allow other parties to challenge them and bring them to Your Honor, if necessary, to

deal with challenges.

In the normal commercial case, you don't see that much of this, right? Because most commercial claims, you have a trade claim bondholder, a mortgage. Either those claims are well known and understood or the instrument -- the requirement in the form that the instrument be produced, the parties review that and you can assess how those claims are valued.

In a case with the entire claim, the entire sort of voting body that's going to drive the case, is by claimants who in most of these instances, Judge, for claims that are forty years of older, all people involved will be dead, everyone. The only witness will be the claimant. These are unique in a sense, these types of tort claims.

At least in an asbestos claim, it's like one has to establish the disease categories as one element of the claim. And it's an objective fact whether a person has mesothelioma or lung cancer. Here, it's the person's word at the end of the day. And if the claim forms aren't signed by them, they're prepared by claims aggregator, by someone checking their phone at lunchtime, yes, I'd like my -- I'm interested in getting money, and for an advertisement that says you'll never have to appear in court, it's like the process and the whole integrity of the process can become corrupted.

So what have they done here to this? Yes, I know there's the appearance of progress. And as a bankruptcy judge,

you want to see that. Okay? But what they did was they really gutted the entire form that the debtor had presented. They took what had been a proof of claim modified to allow some of the essential elements. And we had some disagreements on it. And they gutted it by saying all you have to do to establish a presumption of validity is under 502 is to just sign the form and check that you have a claim. And it's optional whether you file this separate supplement.

Not only that, and you might have missed it here, but the suggestion that the committee is going to encourage people, it's laudable and I appreciate that. But, Your Honor, they disattached the entire questionnaire process from the proof of claim process. What I heard was that, well, maybe there might be discovery. Would it be subject to mediation? In other words, they've taken out any ability to challenge the claim, if there's a challenge.

Now, is anybody enthusiastic about coming in and challenging a bunch of claims? No. But, Your Honor, as you must know, it's like the checks and balances of this world and then litigation are oftentimes what prevents litigation from happening. The very fact that a counterparty knows that their claim is subject to challenge, the parties can sit down and have a discussion about it. And oftentimes those reach resolution. But if one party knows, look, we're either not giving you a questionnaire or the questionnaire is going to be

not subject to use to challenge the claim, the whole process becomes -- gets off the rail. All the protections built into the statutory scheme for 502 are lost.

Here it's even worse. It's even sort of more incredible. It's like here -- and I've never seen this in eighty-two asbestos bankruptcies and any of the diocese bankruptcies the suggestion that, like, the one party who they're going to try to stick the bill here for can't see the proof of claim, isn't allowed to see it. Oh, we can see it after it's deemed allowed.

I almost suggested -- I almost stood up. I would not have done it for courtesy sake, obviously. But like Mr. Proel was speaking, when he was saying, oh, it was just some suggestion that maybe the insurer's (indiscernible) by this process, we're not affected by the proof of claim, well, if that were true, maybe we could -- there's a quick little piece of progress we can make. You just add a line to the bar date order saying that the bar date preserves the claim against the estate but is not deemed allowed as against insurers or anybody else. Okay?

But that's not what they have in mind. That is definitely not what they have in mind. What they have in mind is that the claim be deemed allowed and then no one be able to challenge it, in fact even see it to challenge it, and no one have the information in order to challenge it. And that is a

recipe I submit for potential disaster here.

Now, I said I might have a practical suggestion. Again, the Diocese of Buffalo is unique. It's the only case -- and the consequences of what happened there sadly are reflected in where the case stands.

But there are two other cases that I can think of, maybe three, where a, quote, questionnaire was used and it was separate from the proof of claim. And to some extent it arose in those cases, in part because of concerns that I thought I heard Mr. Proel voice and I wouldn't say are totally not reasonable concerns. In both In re Delico (ph.) and in the A.H. Robins case, the court wanted to set -- the court and the parties, I suppose, wanted to set a bar date right away, like they wanted to have a relatively quick bar date to get a general universe of the claimants. And they recognized it might take longer to have lawyers and whatnot sit down and have the questionnaires submitted.

Now, importantly, what they didn't do in those two cases is they didn't say, well, there'll be a voluntary question, it's not part of the proof of claim process, it will all be under the mediation, nobody can use it to object. No. What the courts did was they set a separate bar date for the completion of the proofs of claim. In other words, the filing in the 410 preserved the claim because there was worry that someone wouldn't fill it out to just simply preserve their

rights, preserve the claim. But one had to fill out the questionnaire, and they were given more time. I think another -- actually, I don't exactly remember, but it might have been another sixty days to fill out the questionnaire. But that was made part of the bar date.

So if you look at the Fourth Circuit decision in A.H. Robins, the court -- the circuit there actually affirmed the disallowance of claims where claimants didn't submit subsequently the questionnaire. In other words, in the same thing happened in In re Delico. There wasn't a circuit review in that case. Happily, the case ended, I think, ultimately a consensual resolution at the end.

And to be clear, neither of those are sex abuse cases. They're both mass tort cases. One involved diet drugs and there were tort claims. And the other one, A.H. Robins, I think was Dalkon shield. But they were tort claims.

Your Honor, I think what almost is being suggested here is that we've come back with a motion later. And if we could do that. And we could object to claims. Or Your Honor, if this is really -- I don't think this is necessary. But if this was really going concern and they needed more time to complete the forms, we just set a separate date for that, give them another thirty days, sixty days to complete those forms. And we'd all get it done this week.

Now, I just very briefly -- just this three or four --

three things on my short list. And they're basically similar to Mr. Plevin, but I don't think he got to it, the CVA -- this modification on the CBA form is extremely simple. It's I think directly within what the 909 has in mind about tailored modifications to the particular type of claim to cure a specific legal deficiency. I mean, one might argue that the form 440 says that you have to produce the legal instrument. And one might apply that here and just argue that that implies.

But nobody wants a gotcha moment. That's not suggested here. What's suggested is these yes/no questions, yes/no, did you file it, are you age forty? Yes/ no, did you file a complaint? Yes/no, did you file the Certificate of merit?

And by the way, like, one could debate about the contents of the certificate of merit. But when you look at the legislative history of the certificates of merit for the legislature, it was a key, key point in California that the legislature struggled with whether it should revise the statute.

THE COURT: Well, it's the difference -- but it's the difference between is it probative and is it simply gatekeeping, right?

MR. SCHIAVONI: But that's --

THE COURT: Isn't that the point?

MR. SCHIAVONI: And I would say it's gatekeeping.

It's important that --

THE COURT: Oh, I know you would. I mean, that's why --

MR. SCHIAVONI: It's important that --

THE COURT: -- posed it that way.

MR. SCHIAVONI: -- it's done.

THE COURT: Yeah.

MR. SCHIAVONI: It was important that it's done. Look, the contents of it are important that it complied with the statute. One could envision a certificate that, like --

THE COURT: Well, it's really --

MR. SCHIAVONI: -- on its face somehow is way off the mark.

THE COURT: Let me ask you a general question here which may be kind of percolating through your remarks and what I'm going to hear from Mr. Proel. What's my ability -- let's say hypothetically I agree with the debtor and the committee that if I'm trying to balance risk here, the risk that somebody who really ought to file a proof of claim doesn't because this is -- there are perceived to be barriers or difficulties versus the difficulty of unraveling later what's really a claim, what's my ability when this process is -- phase 1 is done, people have filed whatever they're going to file in the first instance, what's my ability to craft wherever the process is going forward? You think on a due process basis I really have

to get out of the way and let the -- what we all think of the rules are who has the burdens and how that shifts? Do I just leave that unimpaired or can I get involved to craft something a little bit -- maybe a little bit more particularized?

MR. SCHIAVONI: Well, Your Honor, in -- for instance --

THE COURT: And by the way, I mean that sincerely. You may tell me you have no power to do that, Judge.

MR. SCHIAVONI: Well, I'm going to do what my mentor told me. I'm going to just answer what the judge asked, wherever the chips lie, okay?

THE COURT: Yeah.

MR. BLUMBERG: So in the W.R. Grace case, that's an example of a case where after the fact, the court -- the debtor went to the court and said we want to use questionnaires to -- like now -- like, that case went on for years. And into this case several years, we want an order -- we don't have enough information. We want to mandate questionnaires. And in fact, I think in Delico there was a second round of questionnaires. And so we could do that.

And I know this sounds like Greeks bearing gifts, right? But we don't necessarily want delay here, right? It's like we could come back with a motion like that six months from now. I'm suggesting to you that a fair amount of progress has been made on this form, this questionnaire. And I'm not

suggesting make the perfect the enemy did good. But with a couple of tweaks, we could maybe deal with this issue this week by just simply setting a separate deadline for that to be filed. And it's a -- but that it be part of the -- it be part of the form 40.

THE COURT: Okay. Okay.

MR. SCHIAVONI: Not a separate item that's unattached to anything, or we could come back to you with a motion later. And we will. I'll tell you, like, we'll have to. We'll have no choice. Okay? But I think everybody benefits by dealing with this now.

Now, just real briefly on -- so we have, 1, it's like a couple of just questions on the CVA. 2, I know it may sound silly and you may think that this isn't necessary, but simply having a question asking for disclosure of whether there's been prior releases, settlements, adjudications of the allegations you've asserted in this claim, it's like let's hope the answer's no to every one of them.

But it's like tomorrow there's a hearing in Boy Scouts where it was just canceled, that it turned out a group of claims have been pursued where they, in fact, released it against a related entity. This happens all the time. And if there's a question in the in the in the form, it goes directly to whether there's a claim here. Right? It will discourage this from happening in the first place. But there -- if there

isn't, you'll get -- like, you will get reclaiming. All right?

And then third is the importance of having the signature Mr. Plevin covered. I just can't press that enough. But you have something in your proposed form of order allowing electronic signatures. These claim aggregators have, like, a crack in the door. They've run a bulldozer through with a fixing on a mass basis signatures. And we would just urge Your Honor to add a little line that says that they must -- if you're so inclined to allow electronic signatures, to require that the verification pages that are, generated in connection with this, that if you were a mortgage lender or something, you would require that those are attached to the proof of claim so we have some evidence that the actual claimant authorized the use of the of the electronic signature and it wasn't just attached on a mass basis.

THE COURT: Okay.

MR. MOORE: Your Honor, if I could just quickly add -- to answer your question. The A.H. Robins case itself recites how the district judge there went through -- I think it was to two additional rounds of giving equal notice because he wanted to make sure that he wasn't cutting people off too quickly. I don't recall who did for that or whether he did that sua sponte.

But the ruling that went up to the Fourth Circuit was after claimants had three opportunities to comply with the

deadlines. And the ones whose claims he disallowed didn't meet any of those three requirements.

And then I think there's more examples of this, but this is one in a case that I'm involved in, so I know about it. In the ALDRICH Pumps case, which is an asbestos case pending in the Western District of North Carolina before Judge Whitley, he granted a motion long into the case requiring the filing of what were called personal information questionnaires or PIQs by claimants so that information that had not previously been provided, they were under a mandatory obligation to submit those PIQs.

THE COURT: Okay.

MR. MOORE: And I don't think ALDRICH is the only case where that's done, but that's one that I know about.

THE COURT: Okay. I appreciate it. Okay.

Who would like to respond? Des the debtor want to respond first to the committee?

MS. UETZ: Your Honor, I'm going to hold. I think we have just a couple of comments, but I'm going to hold, if I may.

THE COURT: Sure. Okay.

MS. UETZ: Thank you.

THE COURT: Let me hear from the committee, please. Thanks.

MR. PROEL: Thank you, Your Honor.

THE COURT: Let me just -- am I cutting anybody -- does the U.S. Trustee have a comment they want to make, or are you just observing for now?

MR. BLUMBERG: Your Honor, Jason Blumberg. I'm observing for now.

THE COURT: Okay.

MR. BLUMBERG: The revised guidance that was submitted addressed our concerns.

THE COURT: Oh, okay. Thank you. Okay. Sorry.

MR. PROEL: Your Honor, my good friend Mr. Schiavoni and I have been at this for a long time.

THE COURT: Yeah.

MR. PROEL: And --

THE COURT: No, I have a feeling. I just got the entire scope of the case described to me wonderfully by the way.

MR. PROEL: Every time I hear him argue, I have to remind myself that I actually represent the survivors and he represents the insurance carrier.

He passionately argues two things. He's all about maintaining the integrity of the process and making sure that valid claims aren't somehow subsumed by unmeritorious claims manufactured by unscrupulous lawyers or claims aggregators.

Your Honor, that's not a problem in this case. The statute, which was reopened, has largely been closed. There's

a couple of exceptions. We know from the debtor there's approximately 300 claims or so that they've seen. We hear from other sources that maybe the number is as high as 400. And folks had to file those claims before December 31st or otherwise meet one of the exceptions.

So the likelihood that there's going to be some multiplication of claims that goes far and way beyond what we've had may have happened in the Boy Scouts or has happened in asbestos or talc cases is a parade of horribles that the carriers will roll out in these cases but not something that needs to be addressed today. If it does, if they have evidence that this is occurring, they certainly know how to file pleadings before Your Honor. And we would support that being stopped. But we don't think at the risk of impairing the ability of legitimate claimholders to file their claims that this purported risk warrants all of the protections that the insurers claim.

And I'll give you one example, Your Honor. They want they want the claimant to sign the form. They're asking Your Honor to create a new rule. That's not the rule under 502 or under the applicable bankruptcy rules. Form 410 itself says that the claimant or the claimant's attorney can file the proof of claim.

THE COURT: O probably authorized agent too, right? I'm guessing, yeah.

MR. PROEL: Yeah. There's no verification requirement. And the complaints that were filed in state court were not verified. Pleadings that are filed in this Court don't have to be verified. So we're looking to create a new requirement that requires the claimant themself to actually come in and file a crucial claim form. Why do they want that? Again, it's another chilling opportunity, Your Honor. We need to drag a claimant from wherever they live today to their lawyer's office to actually sign a proof of claim which is going to contain information that has already appeared in complaints and that the attorneys have in their files and they sign under penalty of perjury.

THE COURT: Can I ask the debtor a quick question?

MR. PROEL: Sure, Your Honor.

THE COURT: Assuming for the moment that for the most part what comes in on the claims corresponds to what's been filed in state court, I take it it would not be a difficult task to match up attorneys with clients, right, generally speaking?

MS. UETZ: Yes, Your Honor. That's right.

THE COURT: Now, there is some anomaly that Mr. Shaub (phonetic) was suggesting could happen here and could happen, we'd be in a different world, right, if suddenly we've got 5,000 claims.

But as to what you're aware of, it's not a hard task

to match counsel and claimant, right?

MS. UETZ: Indeed, we did that as we identified at the top creditors with our filing.

THE COURT: Okay. All right. But I have to keep in mind that he may be right. There may be a nightmare here that none of us are aware of yet. So thank you for that.

Okay. Go ahead.

MR. PROEL: And Mr. Schiavoni's argument is kind of laid bare when he says these are potential thing -- way we can solve this. Let's modify the proof of claim form to say that the filing of a claim form does not allow the claim against the insurers. Well, that's just a restatement of the law, Your Honor. The proof of claim, as I said in my opening remarks, is a claim against the debtor. The only way an insurance carrier is held liable for any of these claims is if they either consensually agree or Your Honor or some district court judge enters an order, enters a judgment saying --

THE COURT: Nobody would go to the BAP here?

MR. PROEL: I was only making reference to your --

THE COURT: I'm sorry. I'm joking.

MR. PROEL: -- noncore issue, Your Honor.

THE COURT: Yeah, yeah, yeah. Okay. Oh, there you go. Okay. There you go.

MR. PROEL: And I'm from the Third Circuit, so you need to --

THE COURT: You ain't got no BAP. I understand that. Okay. Very good. Can I ask you a question? Anticipating conceptually the question I had for Mr. Plevin and Mr. Schiavoni, what's my ability to sort of get involved in this process if at some point phase 1 is unsuccessful? Let's call unsuccessful we get 5,000 claims where -- that doesn't seem to comport with reality. That's a silly example. But there you go. Or twenty percent of the people who we exhort to please follow the supplements don't do so. Would it help or hurt or be indifferent to add something to the order that said the judge retains the ability to require the supplement to be filed on a later date if it is not filed voluntarily by the state? Does that help or hurt or make any difference?

MR. PROEL: Your Honor, I think ultimately Your Honor reserves that right anyway.

THE COURT: No. I'm talking rhetorically. I'm talking rhetorically. Is that going to -- does that help or hurt the idea that when we go to our claimants, there's a little more oomph behind please do give us the supplement?

MR. PROEL: I'd want to give some more thought to, Your Honor, whether or not that's helpful.

THE COURT: Okay. I just it's just a thought.

MR. PROEL: We did debate with the debtor whether or not the language should say the debtor and the committee urged the filing of the supplement.

THE COURT: Yeah. Yeah.

MR. PROEL: And our view on that was --

THE COURT: You think it dilutes --

MR. PROEL: -- this is our constituency.

THE COURT: Yeah. So it dilutes it for the debtor.

MR. PROEL: They don't like "you." Right?

THE COURT: Yeah, I got it. I got it.

MR. PROEL: But I think it's more powerful than just us.

THE COURT: Okay.

MR. PROEL: I would want to think about what impact that would have. Again, my first initial reaction always is to consider the survivor's mindset --

THE COURT: That's why I'm asking.

MR. PROEL: -- what they're going to be thinking and --

THE COURT: That's exactly why I'm asking.

MR. PROEL: -- and is that somehow perceived as more of a threat than a I can enforce this order. And so my initial gut reaction would be that since Your Honor has that power anyway, putting it in an order probably doesn't help the process.

THE COURT: Okay. I appreciate the reaction. You go ahead. I interrupted you.

MR. PROEL: So just addressing the various points that

were raised by Mr. Plevin and Mr. Schiavoni, one of the points that they made is that survivors should be required to check a box as to whether or not they filed the complaint or the certificate of merit and then attach copies.

With regard to the complaint, the complaints here are basically form complaints that have been devised by the state court, perhaps in conjunction with the parties, I don't exactly know, which don't contain a whole lot of detail. The debtor has been served with a number of those complaints. I don't know whether or not in giving notice to the carriers they already have a large number of these. They may.

THE COURT: So let's --

MR. PROEL: It would seem to me that it to put the burden on the claimant to provide documents that are even otherwise available publicly --

THE COURT: Okay. But let me ask you this and just to drill down on why that's problematic, okay? The form now, admittedly not mandatory, does ask someone to check a box, have you filed a complaint, right? And it does say if you have you must attach a copy. Right?

MR. PROEL: I don't think it says must, but I think it asks --

THE COURT: Okay.

MR. PROEL: -- for a copy.

THE COURT: Okay. I thought it was fairly directive.

Okay. But it doesn't address the certificate of merit?

MR. PROEL: Well, I want to address that, Your Honor, because --

THE COURT: Okay.

MR. PROEL: -- the certificate of merit is not a public document. That documents filed for in-camera review by the state court judge. And so given that the debtor and the insurance carriers don't have access to it in the state court system, why would we then make it a public document in --

THE COURT: Well, it wouldn't be, would it? I mean, all this would be confidential, wouldn't it, until I do something else?

MR. PROEL: Well, public from the standpoint that there are authorized parties that --

THE COURT: Yeah.

MR. PROEL: -- would now be able to see --

THE COURT: Which there are not yet.

MR. PROEL: -- that -- right. But --

THE COURT: Yeah.

MR. PROEL: -- even the debtor, right?

THE COURT: Yeah.

MR. PROEL: Under the state court rules, the state court system, that certificate of merit is filed solely for use of the state court judge. And it's not accessible by any party or party-in-interest to that litigation. And so it has no

evidentiary value.

THE COURT: Well, in anything other than the state court proceeding.

MR. PROEL: Well, and again, as Your Honor alluded to in our papers, right, the certificate of merit is largely the opinion of counsel and the opinion of a counselor, not a legal counselor but a -- that the claim has merit.

THE COURT: So, I mean, really --

MR. PROEL: So it's not factual.

THE COURT: So it is gatekeeping. It's something that the legislature thought was important. But the probative value of it's fairly minimal, right?

MR. PROEL: Correct.

THE COURT: Okay. Is there other -- are there other targeting or, for lack of a better word, I'm sorry, psychological concerns with asking somebody to confront the complaint again? Is that problematic from a claimant standpoint or do you know?

MR. PROEL: I think so, Your Honor. Look, I'm a lawyer.

THE COURT: Okay. We're never going to prove this.

MR. PROEL: I'm a lawyer, not a psychologist, right?

THE COURT: But I'm just curious -- yeah, I know.

MR. PROEL: But my is that it's not -- it doesn't take a lot to retraumatize the survivors.

THE COURT: Yeah.

MR. PROEL: I mean, we've had a half a dozen committee calls where just talking about the bankruptcy process causes even some of the members of the committee to need to take a step back. So --

THE COURT: Let me say with enormous respect, just because I have to draw lines on my own head. It is very understandable to me to ask for somebody to give a narrative of what happened to you would have exactly all those consequences. It is not, as I sit here today, so immediately apparent to me, acknowledging that you filed the complaint is necessarily in the same ballpark. But I recognize that some of my colleagues have thought so. So I'm not deciding.

I'm just telling you that is my thought process involves both have you done X is a different question from what happened to you as is have you settled X or been paid or released. Those are yes/no answers that in my present state of mind don't approach the potential trauma of my goodness, what happened to you. So I mean, that's not a decision. It's an observation. Okay?

MR. PROEL: Yeah. So --

THE COURT: And I know that my -- I have colleagues who have come to the opposite conclusion, that each of those is or could easily be triggering.

MR. PROEL: Yeah. And the other point I would make

with regard to that information and a lot of the other information that that the insurers are seeking is it goes beyond the establishment of a prima facie case? What is the fact that a claimant may have filed a proof of claim in another case have to do with whether or not there's a claim in this case? It's not an element that any course of action.

THE COURT: Well, doesn't prove a claim form say, for example, is the subject a setoff? I think it does.

MR. PROEL: Again, I'm not necessarily thinking of it in the setoff context. Suppose --

THE COURT: Well, I'm thinking of it -- I mean, have you been -- are you -- have you been paid or are you going to be paid from some other source? Right? That's the --

MR. PROEL: Well --

THE COURT: I mean, the setoff question sounds kind of analogous to me.

MR. PROEL: But the question is broader than that, Your Honor. And --

THE COURT: So that --

MR. PROEL: And --

THE COURT: So that goes to whether it's triggering as opposed to whether it's problematic for other reasons. Right?

MR. PROEL: No. Let me just finish my thought, please, Your Honor.

THE COURT: Sure.

MR. PROEL: It's not uncommon. And we've seen a case where a victim, a survivor, has been raped by more than one priest. And suppose the priests in the room at that time, one of the Dioceses of Oakland priest and one of the Diocese of San Francisco priest. They've got two separate claims. And one claim really has nothing to do with the other.

THE COURT: Okay. So that would be a basis for you to say exclude that question?

MR. PROEL: Yes, Your Honor.

THE COURT: By the way, I'm not sure -- there's a version of that question in the current form, right? Although I think it's considerably less burdensome than what we're talking about here.

MR. PROEL: I believe so, yes.

THE COURT: Yeah. Okay.

MR. PROEL: Right.

THE COURT: All right. You go ahead.

MR. PROEL: And the other problem -- and my colleague points out, the problem with asking, have you settled, it's intended to dissuade claims, but the settlement may have been under duress or there may be other reasons why that settlement is not is not binding.

THE COURT: How can I address those?

MR. PROEL: Oh, in the fullness of time, Your Honor, those issues will come out.

THE COURT: All right. I'm more dubious about that, but you go ahead.

MR. PROEL: So Mr. Plevin argues -- his initial argument was, Your Honor, we should do it the way the insurance carriers have suggested because that's the way it's always been done. But these cases have not been tremendously streamlined or tremendously successful over the years. And if you take a look at the length of time that diocese cases have been around, they tend to be long, drawn-out affairs, in part because of the -- there are numerous parties, numerous negotiations, the committee versus the debtor, the debtor versus the carriers, and the committee's involvement in that.

And again, with the committee's view in this case is it's time for a new paradigm, Your Honor. And we don't want to go down the road where we set ourselves up for these long, protracted, and difficult situations. And again, it's one of the reasons why I responded earlier to Your Honor's question about making more use of the insurance adversary proceeding.

It's simply not the goal in the proof of claim form to tease out all of the issues that the insurers are looking to tease out. And if you look at some of the questions, as I stated, they go way, way, way beyond the scope of what a prima facie claim is: employment history, do you go to church, have you gone to church, are you married. They go more to damages assessments and to establishing facts that would otherwise

support insurance coverage defenses.

And in prior cases, committees have consented to more extensive forms I think in the interest of being pragmatic and trying to move pieces along. But this proof of claim forms have been weaponized. And they've been -- although they say they're not looking for a gotcha moment, in the -- in Rockville Center case, there's certainly that gotcha moment going on right now where most motions to dismiss have been filed. In the Camden case, the insurance have filed motion to dismiss.

Again, I want to go back to talk about standing there, whether or not they've got standing to do so, but paring back the proof of claim form to what it was traditionally intended to do I think is important in order to move the case forward more quickly, more efficiently, and to deal with the insurance carriers in the adversary proceeding or in mediation if as and when we get there and to not accede to these parades of horribles as to what could potentially happen if all of this initial information is not included.

That's all I have, Your Honor. Thank you.

THE COURT: Okay. The debtor want to be heard?

MR. MOORE: Thank you, Your Honor. Mark Moore on behalf of the debtor.

Your Honor, I think that the Court has now seen kind of the tension of what we've been dealing with since we filed the bar date. There's basically two issues that the Court has

to decide --

THE COURT: Got to make real sure you're talking into the microphone. I want to -- just want to get every word here. Okay?

MR. MOORE: It's almost like a game of Musical Chairs.

THE COURT: Well, and I don't know what we can do to alleviate this problem. We'll give it a little bit of thought. It is a little crowded up here.

MR. MOORE: Thank you, Y h. I'll just -- I'll go back to the beginning.

I think that there's two basic questions that the Court has to answer and that we've asked the Court to answer is what do people need to file and provide and then who gets to access it whenever they do and I guess by when they need to file and provide it.

On the one side, the committee would, I think, say and I think that their pleading said you don't have to file anything except for the official form 410. That's what the -- what the committee has approved. That's what is generally usable in commercial cases. That would be fine with us. Now, we don't necessarily think that that's true, but that's what they said.

On the other side, the insurers say we want you to file something that's quite fulsome and it has to be required form that lists all of this information, including things like

marital status, employment history, things of that nature. What we've tried to strike is the balance that we talked about before where we get a lot of the information that we do think is usable and necessary, but it's not required so that it doesn't have that chilling effect on claimants. And we can keep the forward momentum of the cases going with respect to the proposed bar date.

And I -- we still believe that that balance holds true, that under the circumstances, what we've proposed is appropriate. It will not chill -- it will not potentially chill claimants to file claims, but it will help us in the claims reconciliation, mediation, and plan negotiation process.

I would note, based on the confidentiality agreement, the way that confidentiality is structured, it's not always necessary to the mediation -- or always subject to the mediation privilege. It is confidential and sealed. But we have permitted uses, including in terms of mediation, claim objections, things of that nature. Those are permitted uses under our confidentiality procedure.

I'd also note that there was discussion of what our supplement provides in part 4 of our supplement, which we filed in docket 249. It does include three questions about prior litigation, prior bankruptcy claims, and settlements. That's already in what we're asking for with checkboxes.

THE COURT: Do me a favor. Read those out loud, if

you would.

MR. MOORE: Sure.

THE COURT: Thanks. Appreciate it.

MR. MOORE: So part 4A is about prior litigation. Was a lawsuit regarding the sexual abuse you've described in this proof of claim filed by you or on your behalf? Check yes or no. If yes, please identify the lawsuit. You are also required to attach a copy of any filed lawsuits.

THE COURT: That's just the complaint. That's not the certificate, but curing all the -- Mr. Proel's points, right? It's just the complaint.

MR. MOORE: I think that'd be correct, Your Honor.

THE COURT: Okay.

MR. MOORE: Part B, prior bankruptcy claims. Have you filed any claims in any other bankruptcy case relating to the sexual abuse you have described in the sexual abuse proof of claim? Yes or no. If yes, please identify the bankruptcy case. You're also required to attach a copy of any completed claim form.

THE COURT: Okay.

MR. MOORE: And then C, settlements. Regardless of whether a lawsuit was ever filed against any party because of the sexual abuse, have you settled any claim relating to the sexual abuse you've described in the sexual abuse proof of claim? Check yes or no. If yes, please describe the

settlement, including parties in the settlement. You're also required to attach a copy of the settlement agreement.

THE COURT: Okay. Thank you.

MR. MOORE: So I think those issues are --

THE COURT: It's what I thought I read.

MR. MOORE: -- relatively solved for.

THE COURT: Okay.

MR. MOORE: But generally, Your Honor, I think that to go back to what we talked about a little bit before, it is our intention for this to be a collaborative process. There are opportunities or there are tools available if necessary to try and to use the committees or tease out additional information if needed. We don't know what that information is as we sit here today because we don't know what people are going to file or complete. The process that we've designed is intended to be flexible with the committee strongly recommending that parties fill out the supplement and the supplement, we believe getting us where we need to go, at least at this initial stage of the case.

I understand the insurer's perspective that there are -- the vast majority of other diocesan bankruptcy cases or religious order bankruptcy cases have used customized proof of claim forms as a requirement. I also understand the committee's perspective that that's always been consensual. And I think that both of them can be true at the same time.

And what we were faced with in this situation was having to strike that balance because our committee did object and does not want a required proof of claim form. And so that's where we landed today, is optional supplement that's strongly recommended that does get to a lot of the information that we think is necessary or appropriate under the circumstances. And in the context of this case with a closed revival window and California state procedure being what it is with respect to filings, that at this initial stage gets us where we need to go.

And I think, Your Honor, the last thing is. About the verifications, we've contemplated using KCC, our claims and noticing agent, to facilitate the filing of this electronically. I'm not sure if their system -- I'd have to even ask them the question. Their system can even contemplate a wet signature verification because that's not the electronic proof of claim concept.

So if you are trying to create another step of okay, you use e-sign, but now you need to verify that you e-signed, I'm just not sure how that would work. That's a process question I'd have to ask.

But we -- I think we agree with the committee that it's not necessarily necessary or appropriate, given the way that the form is structured already and the fact that though we may have some pro se claimants, the majority of our claimants

are represented by counsel that are more than capable of signing on their behalf.

THE COURT: Okay.

MR. MOORE: So and then lastly, Your Honor, I think we're gratified to hear that it sounds like the insurers are focused on the actual claims rather than just raising defenses to those claims. But we also understand the context of how this discussion is going to evolve over time.

THE COURT: Okay. Appreciate it. All right. I want to take a few minutes.

MR. SCHIAVONI: Just a very narrow point. Thank you, Your Honor.

THE COURT: Well, can you do it in five minutes?

MR. SCHIAVONI: I can do it in one minute.

THE COURT: No, no. I mean, when we come back in five minutes.

MR. SCHIAVONI: Oh, I'm sorry.

THE COURT: There are people who might need to be somewhere else. Okay. I'll be back in about five okay? Thank you.

(Recess from 11:00 a.m., until 11:11 a.m.)

THE CLERK: Please come to attention. The Court is back in session.

THE COURT: Okay. Please have a seat.

And let me defer back to the counsel for insurance

companies about the one-minute point he wanted to make.

MR. SCHIAVONI: I'm going to keep it under a minute, Judge, but I'll make and make more than one point because you gave us a break and I thought about it. Okay?

THE COURT: Okay. Even better.

MR. SCHIAVONI: So, Judge, I think what you really heard when you cut through it all, this horribles about claimants not being able to prepare the complaint, being traumatized by it, the bottom line is in every other case except one, the claimants have filled out these types of questions. It's what's done all the time.

Perhaps if Your Honor thinks if they make a legitimate argument, they need more time, well, then, fine. All you have to do is -- they've apparently reached agreement on the form of the questionnaire. So I think the arguments that there are too intrusive questions really fall by the wayside. They're not complaining about the questions in the form. What they're -- it's like so if the real issue is just they need more time, they can have another thirty days or sixty or forty-five, whatever Your Honor deems appropriate to fill out the questionnaire.

But what this is really about, it's really about taking out a key element of 502. And that is subjecting the proofs of claim to challenge. They don't want that. If only a form 110 is filed, there's nothing in it. It's almost

impossible to, like, mount a challenge except the general challenge that they don't need any prima facie standard. They don't want the form because they don't want the challenge to it. In fact, I think at some points counsel more or less suggested that. And that is something that congress thought was essential to 502, that the claims be subject to challenge.

And again, it's like nobody's suggesting we're going to come in with 300 challenges. Okay. But as you heard from my friend Mr. Proel, there have been some challenges in other cases. And those were important. It was important that the other lawyers and some of these people in federal prisons and otherwise, with so many claims, knew that the claims could be challenged. They know they can't be challenged because all the filling out is form 110 and the other is optional. You open the system to abuse.

Now, I heard Your Honor make a very legitimate point that like, well, why can't I deal with that later? Maybe it won't happen. Okay. But I don't really think 502 contemplates that. This will be --

THE COURT: Sure it does. 502 contemplates a very long process.

MR. SCHIAVONI: But --

THE COURT: It just does.

MR. SCHIAVONI: Judge, I -- once the presumptive validity goes into effect, okay, by the filing, this will be a

very difficult bell to unring.

THE COURT: Unless I change that. And that was the whole point of my question. And nobody told me I can't manage that process unless you feel I can't manage that process. I mean, could I could I require more filings? I think I could. If it turns out we have a problem -- and this is not a ruling. I'm just I'm engaging with you. Okay?

MR. SCHIAVONI: Okay.

THE COURT: I think I have a little bit more ability to affect the process here than you might be thinking I do.

MR. SCHIAVONI: Your Honor, I just -- like, totally respectfully and I'm not -- you invited me to engage. So I just --

THE COURT: You know Montali's statement about that. You say respectful there, I say in my humble opinion, and we're both lying.

MR. SCHIAVONI: I'm going to enjoy this courtroom I think. So I just think, Judge, we're going to find once a lot of claims come in, to be very difficult to get to --

THE COURT: Okay.

MR. SCHIAVONI: -- to accept them. And I think that's Judge Glenn's experience in Rockville Center where they're going through -- like, to just go through some of that, like the objection process, become very, very intense. Okay.

So you can deal with this now through the A.H. Robins

approach. Thank you.

THE COURT: Okay.

MR. SCHIAVONI: Oh, just -- the main point I want to make, it is simple, and you like it, okay?

THE COURT: Okay.

MR. SCHIAVONI: Because it just to the point, it's like the three types of electronic signatures, I think they suggest three different programs for that. Each one of them has a verification page, a verification system. That's what a bank would use. I wasn't suggesting that we invent something that handwritten signatures. Just I'm just suggesting that the verification that that signature program uses, that those pages be attached just like a bank would require. Thank you.

THE COURT: Okay. Thank you very much.

I want to give you some thoughts, okay? Because there's something that I would like you to discuss further among yourselves that I think is very important, don't take this as a ruling, but take it as some fairly strong inclinations. All right? First of all, thanks to all of you for your wonderful arguments and for giving me the benefit of not just what's going on in this case but your perspectives about these cases which you have seen considerably more of than I have.

Every judge ought to be humble, and this is a humbling experience for me every time I listen to you folks. And I

greatly appreciate your expertise, your background, and the passion you each bring to your presentations on behalf of each of your deeply invested clients in this process. I'm very, very thankful.

I am equally thankful that this is a case in which it appears that the debtor and the committee have found an awful lot of common ground on something that has been a long sloggy fought-out process in lots of other cases. I commend the two of you for that. I think it's an extraordinary result, and I think it's worth enormous respect from the Court and a degree of deference. So thank you for that.

I acknowledge that the -- what I'll call the hybrid here of having a supplement that's not required may not be the norm around the country. But I will also comment that everybody sitting at counsel table here has been in enough cases to know to take the temperature of the company -- the country in different places about these issues. So it's not as if this is entirely an outlier either. It has been -- a version of this has been tried in one case. And whether whatever the alleged failings are of this process are really what's at the root of any issues in that case or not I think is an open question. And it's not for me to decide today.

I do think it is important for me to recognize that counsel who have been very involved in this process in this case and are aware of the dynamics around the country are

suggesting this process to me. That is hugely important. And it suggests that at least on an initial basis -- and nothing changes like bankruptcy cases. I'm sure all of you know, you've been through this process, that it is an extremely volatile dynamic and changeable process.

But at the moment, the consensus of the two main constituencies who are for all purposes presently involved is that this is a good idea. And I think that's worth an awful lot of deference.

Let me segue to some insurance company concerns. First of all on standing, I want to want to indulge the following thought, that for the same reason that I'm thinking I can probably think of this process in stages, and there's something that's appropriate at an opening stage with respect to proofs of claim and what ought to be required and what ought to be called optional, close quote -- and I'm going to give you a suggestion about how I help the optionality in a minute.

But for the same reason that I think that is an inquiry that is not static, but it is somewhere along a path and that we can plot it on the path at some point. That is not the only point of reference here. There are going to be a lot of other points of reference. And even if technically the insurance company is not being asked to write checks right now or necessarily in peril of doing so, depending on a whole bunch of things that which we don't know the answer, they clearly are

going to be involved. So I'm going to listen to them, whether I would technically say they, quote, have standing, close quote, right now or not under the theory that standing is a changeable and flexible concept in bankruptcy. I think it's entirely appropriate that they're here today giving me their good arguments. Whether I take them all the way they would like me to today or not is not the point. The point is, I think it is important that everybody with a dog in this fight, and we're going to categorize that genus very broadly, be able to come and talk. So I very much appreciate the insurance company counsel input, including some issues that I think are much -- they are giving me caveats about things to come.

And that's not to say I take them any less seriously, but I do think of this as we're on a path here. You begin the path of the petition and you end the path with either an unfortunate under the case, which we hope doesn't happen in these cases, although there's certainly stories about that, or a reorganization.

We simply -- as Congress tells us, we look at questions differently, depending on where we are in the concept of where the case is. So in my view, I am encouraged by the mutual view of the committee and the debtor that doing -- getting this information in a nonmandatory way is going to very likely get the information that is needed out there and make it available without at the moment creating any sort of anxiety or

whatever else you want to, retraumatizing for making it mandatory, that that is a trade-off that they think at the moment is best served by making this supplement nonmandatory. I'm willing to accept that for today's purposes. I think that makes sense for today's purposes.

Having said that, I do think it will be a good idea to include something generic in the order to the effect that the Court, having approved the supplement on a nonmandatory basis, the Court reserves the power and the authority to further modify the claims allowance process, and I want to stress allowance there, to take account of the information that the Court believes will be necessary accurately and fairly to evaluate claims in light of, among other things, the claimant's response to the request that they voluntarily submit the supplement. And I think that is a message -- and I'm just going to be very blunt here. I think that's a message that is designed to go to the lawyers, not the claimants. Okay? So I do think it's a good idea to include that.

Having said that, I do think that much of what the insurance companies are telling me should be included is but simply not on a mandatory basis. I think the important information, and I'll reiterate my comment that we may litigate this somewhere down the road, but it is not presently in my mind triggering the same way to have somebody simply tell me and others I did follow a proof of claim somewhere else, I have

filed a lawsuit, here's a copy of the complaint, or I've or I've settled with somebody. I don't think those questions are difficult. And I know they're included already, but just want to -- I want to just emphasize that in my mind, those things are important and they're -- I would have a hard time believing they are independently psychologically difficult. Although Mr. Proel did raise an interesting point about the possibility of more than one perpetrator of abuse. And that's -- if we get to that question, we'll get to that question. And we'll -- if that becomes an issue, I'll do my best to deal with it fairly when somebody tells me what they think I ought to do about it.

But I think for all those reasons, the information that's contained in the proof will claim form and supplement is appropriate for now. It's sufficient under the day for what we're looking for which is to have the initial gatekeeping, who thinks they have a claim here.

Now, I think the process is also aided by the fact that we have had a parallel state court proceeding and we have had significant amount of time for people to file their claims there, although I realize it's a different process. And we have at least some pretty good idea what that universe is. And I'll make two comments there. Not that it won't be difficult to deal with 300-some-odd claims if they need to be dealt with, but that is a very different universe than some cases where it's tens of thousands. So -- and again, I -- and I'm going to

reserve that point because when we get to that, I want to indicate great solicitude for what the insurance companies are telling me about how the process shouldn't be turned against them directly, at least not now. Okay?

So I think, number 1, we have a relatively well-defined and small universe of claims. If we somehow end up with a claim roster that greatly exceeds that, well, I have a feeling people will know what to do about it. And I think that we can measure the reality of what was done and needed to be done by a certain date in state court against what we ultimately get. And there will be ways for us to talk about how we deal with that and how we possibly streamline how we do that. And I will be open to all of those. Okay?

Similarly, if we don't get a robust response on the supplement, I will be open to lots of ideas about how we deal with that and possibly in a very streamlined way also because I do think that I take everybody's point that we may not all get there the same way, but at some point, hopefully we do get to a mediation where people start actually talking about rights, claims, payments, resolution. And I think the insurance company is certainly correct that without the information that's included in this form, we ain't never going to get there. So I think that is necessary. It may be that some of the information that they want that goes beyond this form that they would have urged me to include, which I'm not presently

going to include, it should be part of a broader discussion. How we deal with that is an open question. And I will keep that an open question. And I will listen to everybody about how that best can be done in a way that doesn't thoroughly change the burden in a way that would be inequitable. And there are lots of ways to think about that. That is simply for another day in my mind.

The tension in my mind here is creating something that is a burden that causes somebody who suffered abuse to not file a claim. That's the ultimate problem I want to avoid here. And if it means that we're loading the middle of the end of this case with somewhat more activity in terms of discovery or determinations or more information, I think at this point in my assessment, that is a worthy balance and a worthy outcome. I think the possibility of excluding anybody who rightfully should be filing a claim is something that I should at this stage first avoid. And I think there are ways of dealing with the potential problems down the road. And I promise you, all of you, I will keep an extremely open mind about how we do that and how we try to make this a collective burden and every way we can.

And I say that also with the idea that most of these cases do end up consensually. So while they're not -- it's not as if the conceptual resolution is designed to make everybody happy. We frequently do get to a point where everybody is at

least content. That's a very different concept than happy. And I am personally very enthused at the idea that two major constituencies have found that path now. They may diverge in the future, but to me it means a lot that the committee and the debtor are jointly viewing this the same way in terms of how we get this process underway. I have high hopes that if we keep an open mind about the process going forward and we take no alternatives off the table, which is what I'm suggesting here in terms of the claim allowance process, that we can come up with something that the insurance company may be willing to accept is at least the best we can do in an imperfect world. So those are all my inclinations.

The one thing that I want to suggest to you -- oh, by the way, I will agree with the committee and the debtor that I'm not going to require that the form be signed only by the claimant. I think there's just too much water over the dam on that point for -- particularly for attorneys. And I think that the vast number of these folks have attorneys. And I expect that if somebody signed the form that isn't a claimant, it's going to be that attorney who's been involved in this case, and we'll go from there.

I don't think I'm hearing anything on the signature verification that changes of mind that we should have a special rule about that. So I'm going to just leave that wherever it sits now.

The one thing that I do want to address to the committee and to the debtor, I think it is a mistake not to include the insurance company among the authorized parties. I think you should. This may seem kind of an odd thing to say, but in a way that is resonant with I am listening to them now but not agreeing with them, the chance that I agree with them going forward is a whole lot stronger in terms of what needs to be disclosed and what needs to be evaluated. And I think that having them involved in this process early on is a good idea.

That's not a ruling? Okay. None of these things are rulings. I want to give you a sense of where I am. And to the extent you guys can round off edges here and come to agreements about the things that I'm talking about here, the world would be a better place. If I have to make rulings, I will. I think it would be a better world in which you all got into the room and just resolved these relatively minor issues. So those are my instincts about this. And I have no further comments about the date or the proof of claim, the deadline for the proof of claim. I have no further comments about the method of publication. I think those are all -- to the extent they were agreed, they're fine with me. All right. So I will leave it to you guys.

I have time later tomorrow. I have time later in the week if you want to talk again about where you've been able to get in terms of the things that I've left marginally open here.

So you tell me. You don't have to tell me now. You can go off and think about it and consult among yourselves, but I do expect that I'm going to resolve this this week. All right. Makes sense? Yes?

MS. UETZ: Thanks, Your Honor. May I just make a question or comment about timing?

THE COURT: Yeah.

MS. UETZ: Old habits.

THE COURT: Yeah.

MS. UETZ: We would hope, given the September 11 bar date and what we need to do logistically to act on what's in the order, my suggestion, if I may be able to make a suggestion, would be, like I said, we've got a standing meeting tomorrow with the committee. The insurers are here. What you've identified as that issue with respect to including the insurers in the authorized parties seems to me pretty limited in the sense that there's probably either going to be agreement or there's going to be a decision for Your Honor to make. And I would request that we return to you by Wednesday with that posture so that we can speed up the process --

THE COURT: That's fine with me.

MS. UETZ: -- and stick with the 9/11 date.

THE COURT: That's fine with me. I have hearings in the morning. I'll already be wearing a tie. It's all fine. Okay.

MS. UETZ: Is tomorrow Wednesday? I'm a day off. My goodness.

THE COURT: Yeah, tomorrow is Wednesday.

MS. UETZ: We have the meeting tomorrow morning. It could be tomorrow afternoon. So honestly --

UNIDENTIFIED SPEAKER: So, Judge --

MS. UETZ: -- I just think that that's -- excuse me. I just think that that's a really --

THE COURT: Yeah, no, that's fine.

MS. UETZ: -- yes or no sort of --

THE COURT: No, I agree.

MS. UETZ: -- discussion. And then the judge decides that perhaps. But --

UNIDENTIFIED SPEAKER: We are hopeful, of course, that will be a meet-and-confer of others. But Mark Plevin and I are here tomorrow. We have a double-header for Santa Rosa. So as long as we just don't schedule for that one hour or --

THE COURT: Well, maybe we should just sit on (indiscernible), right? I'm sorry. So tomorrow works for you?

UNIDENTIFIED SPEAKER: Yes, we would -- we're here. We just have that -- we have to go to that hearing. But otherwise, we'd love to meet and confirm these other points and getting as part of the production protocol and whatnot.

THE COURT: Right.

THE COURT: Okay. Good. Thank you. Okay. Does that

move on to confidentiality?

MS. UETZ: Yes, Your Honor. Speaking of diverging, as you said earlier, we do need to address that. Okay. So if it pleases the Court, I'll address it.

MR. PROEL: Your Honor --

MS. UETZ: But maybe Mr. Proel has something.

THE COURT: Yeah.

MR. PROEL: If I may just ask for one point of clarification on your comments.

THE COURT: Sure.

MR. PROEL: The form already contemplates checkbox with regard to the complaint and providing a copy of the complaint, but it does not like a checkbox with regard to the certificate of merit.

THE COURT: I'm going to reserve that. I'm not going to require that now. But that will -- I will let people address that in a further motion if they think it's worth doing. But I'm going to take your comment seriously that if that is something that would have protections under state court, I want to hear all about that before I make a decision about it. And I'll try to keep as open in mind as I can, okay, about that.

MR. PROEL: Thank you, Your Honor. We talked about this combined. And it just wasn't clear.

THE COURT: Well, no, I'm not going to require that

the certificate be provided. Okay?

MR. SCHIAVONI: Your Honor, could I direct a question to Mr. Proel and --

THE COURT: Yeah, go ahead.

MR. SCHIAVONI: -- ask the Court about that. Clearly, the state statute anticipates that the debtor would know if the certificate of merit was filed. Otherwise, they couldn't file a demurrer or a motion to strike. Perhaps a middle ground for now, subject to revisiting it later, would be to have a checkbox did you or did you not file a certificate of merit and not require it be attached. That way people will know if the statutory requirement has been met. And it has to be something that's known to the defendant, because otherwise, how could the defendant demurrer?

MR. MOORE: Yeah. Why don't we take that offline and we'll talk about that.

THE COURT: Yeah. I'm happy to decide it with more input, okay? But I would need more input. I appreciate it. Thank you.

Okay. Confidentiality?

MS. UETZ: Thank you, Your Honor.

THE COURT: Okay.

MS. UETZ: Your Honor has heard everything. I have, I think, three points to make in response to the committee's opposition to our amended motion. So I'm going to proceed in

that fashion unless you'd like to highlight something at the outset.

THE COURT: Well, no. I don't need to. You go ahead.

MS. UETZ: Okay. Your Honor saw in the amendment to motion that we -- with respect to what I would call the noncontroversial categories for sealing information, we're asking for a final relief, employee information, minors' names, personally identifying information.

THE COURT: None of that is contested, right?

MS. UETZ: None of that is contested.

THE COURT: Okay.

MS. UETZ: So we would ask that what is in the current interim order carry over to a final order on those points.

THE COURT: I'm unaware of any opposition to that. Is that right, correct?

MR. WEISENBERG: For the record, Your Honor, Brent Weisenberg of Lowenstein Sandler. No objection.

THE COURT: Okay. Thank you.

MS. UETZ: Thank you, Your Honor.

THE COURT: Are you going to handle it? You're presenting the argument for the committee on this one?

MR. WEISENBERG: I am, Your Honor.

THE COURT: Okay. Thanks.

MS. UETZ: Your Honor, secondly, we hope, and I'll find out at the close of this hearing I suppose -- we hope that

we have addressed what Your Honor highlighted during the last hearing, which is we have now not cast a net to a broad or a defined group of people. We have identified two employee priests whose names we would seek to seal pending order.

The committee makes three arguments, I think, that I want to just quickly respond to. The first is that the names of these two employed priests are lawfully in the public domain. It is our position that there is going to be decided in the state court action at least on behalf of their two individual counsel a challenge to that. And so we are kind of going back to the first-day hearing in this case where this Court expressly erred on the side of keeping some things confidential for now. We believe that these two employee priests, having expressed their right to privacy, having engaged to counsel, and while admittedly counsel hasn't inserted itself into this bankruptcy proceeding on their behalf, they have made known what they are doing in the state court action. And that will take its course.

THE COURT: Can I stop you --

MS. UETZ: Sure.

THE COURT: -- with a couple of gating questions?

MS. UETZ: Please.

THE COURT: First of all, just sort of re-expressing something we all talked about, about the Portland case, the Portland case is a little -- it's a little bit difficult to

make sense of in some respects because what it talks about is why 107 supplants other doctrines, right? So the only doctrine we're worried about in this context in a bankruptcy case is 107 which is either confidential or otherwise scandalous material. And the focus is, is X scandalous, right? And the answer is yes, it is.

So that -- from your perspective, that does not decide in any way whether the information is or isn't public, is rightly public or not rightly public. The Ninth Circuit just -- they just didn't decide that, right? Is that fair or do you have a different view of it?

MS. UETZ: I'm a little bit confused by the question, Your Honor. I apologize. But --

THE COURT: Well, there's sort of -- there's sort of two pieces.

MS. UETZ: Okay.

THE COURT: One is what is the character of the statement, all right? Is it scandalous? 107 tells us if it's scandalous, it's problematic. Ninth Circuit says, okay, it's scandalous.

In the Ninth Circuit -- in the context of that case, there was some ongoing discovery, right? And there wasn't -- was there any real question there that the information had become public?

MS. UETZ: Your Honor, in that case -- and I've got it

right in front of me with respect to it being made public, the court expressly said -- and it cited to a prior ruling of the Ninth Circuit by saying even after accurate information is made public, the subjects retain their interest in preventing further disclosures.

THE COURT: Okay.

MS. UETZ: It cited to itself in a case involving baseball players' positive drug tests.

THE COURT: Okay. Well, I was actually inviting you to tell me that the Ninth Circuit didn't try to decide what is the standard for what has become public or rightly become public, right?

MS. UETZ: Yes.

THE COURT: It simply wasn't on their plate.

MS. UETZ: Correct, Your Honor. I agree with that.

THE COURT: So it doesn't -- nothing in Portland assists me in making that determination.

MS. UETZ: I'm with you now, Your Honor, and I agree with that.

THE COURT: Okay. But you would tell me further that even if it had become public, the Ninth Circuit in your view reserved the ability to protect the further dissemination?

MS. UETZ: Absolutely, Your Honor.

THE COURT: Okay. Sorry. Thank you.

MS. UETZ: That's that pincite that I think is really

important. And I won't restate in our amendment to motion how these things became public. But yes, I think that the Ninth Circuit in Portland expressly reserved --

THE COURT: So --

MS. UETZ: -- it could still be scandalous and protected even if it's been made public.

THE COURT: So by the logic of the Ninth Circuit case, does it make sense that the -- if the protocol for how something becomes public or doesn't is controlled by applicable nonbankruptcy law, I should exclusively defer to that?

MS. UETZ: The word exclusively is a challenge for me, Your Honor.

THE COURT: Well, then take out exclusively. Should I --

MS. UETZ: But I follow you.

THE COURT: Should I --

MS. UETZ: Yes.

THE COURT: -- in comity defer to that?

MS. UETZ: I believe so, Your Honor.

THE COURT: That's your position?

MS. UETZ: Yes.

THE COURT: So I should -- in your -- I'm sorry to short-circuit this. In your view, I should keep the status quo until the state court does whatever it's going to do with whatever is being filed there in your view?

MS. UETZ: Yes, Your Honor. And I would add to it, again, this is two employee priests. There will be discovery with respect to these two employee priests.

THE COURT: Well, that's going to be under the stipulated protective order?

MS. UETZ: Yes, Your Honor.

THE COURT: Okay.

MS. UETZ: We do have the privacy hurdle to get over.

THE COURT: Yeah.

MS. UETZ: But now that we've got the protective order in place, again, we have a meeting tomorrow. We're getting there. So it's not -- we're not saying we're not going to give you any information. What we're saying for now is keep these two names sealed until further order of this Court.

THE COURT: Okay. And I'm going to --

MS. UETZ: Then we'll be back.

THE COURT: I'm going to ask both of you because your opinions may diverge. In your view as presently -- as best you know right now, what is actually teed up for the state court to do and what can they do?

MS. UETZ: Your Honor, in my information from what I have, the Winston law firm has communicated with the Court, has communicated with the attorney.

THE COURT: I saw that.

MS. UETZ: There's a schedule set. And they intend if

they have not already undertaken the filing according to the schedule that is set in the state court to address the privacy issues out of which there will come some determination or perhaps a consensual resolution. On either of those things, I will return to this Court. And so we are asking just for that interim time to keep these two under seal.

Your Honor, if I may. One might say why are you going to all this trouble if the names have already been made public. And Your Honor --

THE COURT: Yeah, that's a fair question.

MS. UETZ: I want to address that because it's a question that I've talked to -- it's a question I have grappled with myself. And the reason is, Your Honor, these two employee priests have raised their hands. They have hired counsel. They are taking steps to enforce their privacy rights. And while they do that, extending -- which isn't going to take forever. There's a fairly limited schedule for that action so far in the state court. And while they do that, we believe the Portland case provides this Court with authority to extend the sealing pending that further --

THE COURT: On this further dissemination is harmful theory.

MS. UETZ: It is, Your Honor.

THE COURT: Okay.

MS. UETZ: And even in Portland they address the

several disclosures, et cetera. And we can debate what one can say on the court steps or what one can say in an interview, all of that. The relief we're seeking in this motion is very limited. It's filings in this court. That's what Your Honor is in charge of. And that's all we're asking for, is these two to continue to be sealed in this Court.

THE COURT: Let me ask --

MS. UETZ: It doesn't go beyond that.

THE COURT: Okay. Let me ask you one other question. And it's not exactly analogous. But in the relief from stay category with litigation, I'm asked to be a traffic cop in this. There's various articulations of fourteen-prong standards and so on. But part of it for me to look realistically what's happening somewhere else and make a decision about the character of that and how it affects what we're doing here.

Is there any element of that here that I should be mindful of? And should I be looking at pleadings that are going to be filed in state court in making any determinations or do I just effectively abstain in your mind and I just want for the state court to do whatever the state court is going to do and I should just -- that should be maybe not preclusive, but I should strongly be encouraged to follow that?

MS. UETZ: Your Honor, I'm going to go with door number 2, the latter.

THE COURT: Okay.

MS. UETZ: And I would think that the state court action would be highly informative, persuasive, and could inform this Court best to ultimately render final relief with respect to these two employed priests.

THE COURT: All right.

MS. UETZ: So I guess maybe stated differently, I'm just thinking of this now as I'm talking --

THE COURT: Yeah, yeah, yeah.

MS. UETZ: -- I'm actually just asking for an extended interim order as it relates to these two employee priests if that's possible and a final order as to everything else. Or if it's final, again, I promise everyone in this courtroom I will be the first one back when we have something from the state court that addresses this just to help better inform Your Honor.

THE COURT: Okay. All right. So I asked you a bunch of questions. If I interfered with something else you wanted to tell me, go ahead and do it now.

MS. UETZ: That's it, Your Honor. Thank you.

THE COURT: All right. Okay. Thanks a bunch. Okay.

MR. WEISENBERG: Your Honor, again, for the record, Brent Weisenberg on behalf of the committee.

Your Honor, our initial argument before this Court was that the debtor was seeking what amounted to an advisory

opinion because it has come to this Court without any factual evidence that's required even under this Court's procedures on sealing before this Court may seal any documents or, in this case, a name. And we find ourself once again in that position which is you don't have the factual record necessary to make -- or to enter an order sealing these names. Okay?

Now what I hear the debtor saying is you don't need that factual record yet, allow us to develop that in a different court, and then we'll come back to you. That's problematic for at least two reasons.

THE COURT: Let me make sure I'm following your train of thought, okay? Address for me the facts that would be necessary for me to make a ruling on a motion to seal.

MR. WEISENBERG: Your Honor, if I was sitting on that side of the courtroom, I would come to you with an affidavit of one of the accused employes setting forth factual evidence about the scandalous nature of the allegations. I would have to demonstrate like it was set forth in Father M. that the allegations somehow destroyed my name amongst the public. I would have to evidence the fact that sullying my name hurt my job, hurt my ability to earn a wage, hurt my good standing in the community. None of that is before Your Honor. And so that is the kind of evidence you need.

In fact, the sealing procedures of this Court require that before you enter an order, there has to be some

evidentiary basis upon which you issue that order. And so what we came to Your Honor and said, it's premature. And so now it sounds, if I'm hearing the debtor correctly, that they're acknowledging that it's premature because they have to develop a factual record in the state court about whether, A, these names are properly public. And I'm going to address that for Your Honor.

And number 2, whether there's an evidentiary basis for Your Honor to seal. And that seems to us to be somewhat overly complicated and not the way the procedures that this Court is supposed to employ is designed for. There are different mechanisms in a state court and in this court to seal a name. While they may be intertwined, this court employs a different standard, section 107. Okay? The facts that may be developed in the state court may be relevant to that request, but they're not determinative. And so if the issue today, again, is hit the pause button, I think the committee would be supportive of the motion being withdrawn. And if the debtor wants to establish the factual requisite that it needs to come to this court at some later time, we can address that. But standing where we are today, you're being asked to make a decision in a vacuum. So that would be our first point, Your Honor.

And I'd like with your permission to also address some of the other points that the diocese has made. Your Honor, you're right that the Father M. case, having read it about

fifteen times, is about as clear as mud. But here's what the committee has been able to glean from that. The sealing in that case was not of mere names. It was of actual documents. And admittedly, it's difficult to say what was in a document. They are sealed, okay? But what we can glean from the Court's opinion is that -- and if you bear with me, Your Honor, I want to make sure that I accurately reflect what was in there. It was a memorandum summarizing evidence, including priest files, that the Court found could have been scandalous. And so by definition, there had to be two things that were being sealed: number 1, name; and number 2, substantive allegations that the court found scandalous.

Here the debtor has come to you and said please seal the names. There is nothing else -- there is no supporting evidence as to why those names need to be sealed. In Father M., the court specifically found that the memorandum as attached to the name was ergo scandalous. Again, we don't have any of that evidence before you, Your Honor, that will take the mere names that they're seeking to seal and attach them to something scandalous. Now, of course, the diocese will say, well, the Father M. case stands for the simple proposition that if you are alleged to have committed abuse, then that's scandalous.

But again, I don't think, Your Honor, that that's what the Ninth Circuit was saying because their actions speak

entirely different. They were not merely sealing a name because someone alleged that they had committed abuse. There was much more to that. There was a series of documents, priest files, a memorandum, and a putative damages memorandum, all of which contained a name.

THE COURT: Well, let me ask a hypothetical. What if a document were a deposition transcript and an alleged victim said Priest M. did this? Would the Ninth Circuit had come to a different result?

MR. WEISENBERG: I think the Ninth Circuit would have had to then analyze what was the contents of the deposition transcript.

THE COURT: I'm trying to figure out -- I mean, is this a matter of degree or timing or -- what does this turn on in your view?

MR. WEISENBERG: Yeah. Your Honor, I think you're asking the right question, which I do think it's a matter of degree. There is somewhere on the continuum -- and frankly, I think where we are right now is at the opposite end of the spectrum which is we're talking about mere names without any other factual evidence that what they're alleged to have done is scandalous.

I think on the opposite end of the spectrum is Father M. where in all likelihood the contents were dripping with scandalous material which neither -- arguably neither of the

alleged abusers had the opportunity to address.

What we haven't spoken about here is one glaring difference as opposed to the Father M. case which is the committee submits that both of these names are lawfully in the public domain. In fact, as you saw in our papers, one of the alleged abusers has made his own public statement, okay? We provided that public statement to Your Honor where the alleged abuser now publicly acknowledges the allegations against him. He denies them. But that's now rightfully in the public domain. And there is nothing within the Ninth Circuit which says you can claw back something that's already lawfully in the public domain.

In fact, one of the debtor's citations, the In re Hart case, stands for the proposition that something can't be scandalous if it was already in a public domain. The fact that it's in the public domain essentially takes the sting out of the scandal, okay? Talk about, like, original sin. The original sin may have been how it got out there. But if it's already out there, by definition, it can't be scandalous.

We don't have to worry about that problem here, whether it's lawfully in the public domain or not, because under a court order, a state court order, each of the alleged abusers is listed in the matrix for anyone in this courtroom to see. Okay? We chose -- we, the committee, chose to file that document under seal in an abundance of caution. But anyone

here with a computer very easily can pull up that matrix and determine each of the alleged abusers who is named in a complaint, okay? So there can be no argument about whether those names are rightfully in the public domain. They are by definition -- they are by a court order.

And so we would argue that going back to the state court is a meaningless exercise. Nothing could be clearer than a court order directing the plaintiff's liaison counsel to on a monthly basis update a matrix. We'll list each of the cases that have been filed against the diocese and have a particular line item for the alleged abuser.

THE COURT: Why don't I let the state court confirm that?

MR. WEISENBERG: Again, Your Honor, if that's your prerogative, then so be it. We don't think it's even necessary.

THE COURT: Well, I appreciate the respect with which you answered the question. But tell me broadly why is that a mistake. You may think that's a big mistake. Why is it a mistake?

MR. WEISENBERG: Acting in an abundance of caution can never be a mistake. In this case, the committee things that it's just completely unnecessary, that you're holding in your hand a court order which specifically permits it.

There is another important fact here, which is if at

any time the diocese or any other alleged abuser was concerned about the confidentiality, they've had months to espouse their views about why that shouldn't be permitted. In fact, the monthly case report that's filed which has behind it the matrix is jointly filed. Never once has the diocese said we don't think those names belong, they shouldn't be in the public domain. It was not until this case was commenced that this issue has arisen. Months have gone by. Your Honor --

THE COURT: So is that a waiver argument or something else?

MR. WEISENBERG: I think it -- I think there are certainly a strong argument to be made that allowing your name to be publicly used for months at a time and then belatedly coming in and saying you shouldn't have produced that is exactly a waiver argument, Your Honor.

THE COURT: Who was -- I apologize. This is going to be an incredibly stupid question. The process that you're talking about where that list is generated and submitted under a CMC, who participated in that?

MR. WEISENBERG: Who participated in the --

THE COURT: It was the diocese and --

MR. WEISENBERG: My understanding, Your Honor --

THE COURT: -- the individual?

MR. WEISENBERG: -- and we have Mr. Simmons in the courtroom. He serves as plaintiff's liaison counsel, so he was

instrumental in that process. And I give him permission to hit me if I'm saying anything factually inaccurate.

THE COURT: Well, I mean, maybe to tap you on the shoulder. Okay.

MR. WEISENBERG: Okay. I hope he --

THE COURT: All right?

MR. WEISENBERG: I hope he takes your suggestion, Your Honor.

THE COURT: Okay.

MR. WEISENBERG: That was under the court's guidance. Both plaintiff's liaison counsel and the institutional defendants agreed upon a form in which the case management -- case management statement, Your Honor.

THE COURT: Yeah.

MR. WEISENBERG: And behind that is the matrix. And so that as jointly devised by the parties under -- working under the Court's guidance.

THE COURT: Was that -- did that include individual counsel for the individuals who are named that I'm now hearing about?

MR. WEISENBERG: No, Your Honor.

THE COURT: Okay. Thank you.

MR. WEISENBERG: Your Honor, if I might, and if you'll give me permission, I also want to just deviate slightly from the narrow issue before this Court because what we recognized

and we greatly appreciate is you've taken a keen interest in how survivors view this case. And why are we going to such ends to argue this? Because it has been -- it is a request by the diocese that's been dramatically narrowed. And we applaud the diocese for that. We're down to just two names.

And so why do we take such an acute interest in making certain that the transparency remains? And I think, Your Honor, it's important for you to understand what the diocese has said and how that impacts survivors. So the bishop himself, Your Honor, has made the public pronouncement as follows.

THE COURT: I read it, but you can go ahead and read it again.

MR. WEISENBERG: Okay, Your Honor. Just for sake --

THE COURT: No, you go ahead and read it. If you'd like to read it -- I promise you I've read it, but you go ahead.

MR. WEISENBERG: I pray the public acknowledgment of the sinful actions on the part of some priests that will help many of us to find healing and hope, to restore our trust in the church, and to repair the damage caused to the reputation of so many good priests.

The diocese website goes on to state that they're going to provide opportunities for survivors to tell their stories in order to effect attitudes regarding clergy sexual

abuse.

And so, Your Honor, the bishop got it exactly right, which is allowing for transparency, allowing for survivors to tell their story is a part of the healing process. To deny survivors the ability to espouse their story, which includes the allegations of abuse and who abused them, is so vital to restoring in these people a sense of -- a sense of trust and a sense of reaffirmation that we believe you.

Now to be told you can't use these names in the Bankruptcy Court is in effect retraumatizing. And I don't mean to say that, Your Honor, in a way that sounds a bridge too far. I only say that based upon my very limited experience having interacted with survivors, hearing their stories, and sharing the debtor's request with our survivor committee and them telling us why are they doubting us again. And that's why we say this to Your Honor, is it a vital importance to survivors to reaffirm their stories. And so especially in this instance where anyone in this court can look up in the public documents or just read a news article about at least one of the alleged abusers, that it's so important that we not seal those names.

Having said that, Your Honor, I'll end where I began, which is if the diocese wants to come before Your Honor on a proper factual record, then we should analyze that request under the -- under what the factual record is. But today we don't have that, Your Honor. And so for that purpose, we think

the relief that the diocese seeks should be denied.

THE COURT: Okay. Thank you.

Before I go back to the debtor, is anybody else -- does the U.S. Trustee have a concern or argument they want to make here?

MR. BLUMBERG: Your Honor, Jason Blumberg for the United States Trustee. Just briefly.

The United States Trustee's objection was focused only to the extent the motion sought relief with respect those accused of covering up abuse.

THE COURT: Yeah. Okay, fine.

MR. BLUMBERG: I understand -- so that's gone.

THE COURT: Okay.

MR. BLUMBERG: In reviewing the pleadings, Your Honor, I'm struck with the concern that I had the first-day motion. It's that motions to seal are generally brought on a case-by-case basis, as Mr. Weisenberg eloquently pointed out. We don't have any specific documents for the Court to consider. And I think that counsel is perhaps not granted the motion, Your Honor, even with respect to the two employee priests.

THE COURT: Okay. All right. Thank you.

Anybody else? Okay. Ms. Uetz, go ahead.

MS. UETZ: Thank you, Your Honor.

I'm going to address the Court's procedures first, and then I have a couple of other --

THE COURT: And the alleged evidentiary deficiencies, right?

MS. UETZ: Yes.

THE COURT: Okay. Thanks.

MS. UETZ: Your Honor, we submit that the sealing procedures do not apply in this context because what we are seeking to seal are the names. Mr. Weisenberg said they are mere names. Under this Court's procedures, HSM and HSD do not include personal information, financial information. So we don't have to submit an affidavit under this Court's procedures because those apply solely to HSM and HSD information. They do not apply by their very terms to the kind of identifying information that we are seeking to seal here.

We would submit that this actually makes it an easier decision for this Court because it is that much more limited.

I want to make a couple of comments about the state court process, Your Honor. There are liaison counsel for the plaintiffs and for the defense group. The diocese was not a signatory to any of the filings that went in with these names on them.

Your Honor, we briefed in our amendment -- and I'm not going to repeat it all here, but I think it's important how some of these names became made public. I'm not here seeking to enforce the automatic stay as I --

THE COURT: In this context.

MS. UETZ: -- thought I might do.

THE COURT: In this context.

MS. UETZ: In this context. But at least one of these names was added to the state court filings well after we filed, well after we said there's an automatic stay. It was added in June. And so when we talk about these names being made public and whether they were lawfully made public or not, again, two employee priests have hired Mr. Webb from Winston, not in an insignificant expense or trouble to do so.

And because of that -- and I know Your Honor has read our brief, so I'm not going to go down the road of how these have been made public. We believe that Portland gives this Cour the authority to continue to seal those names. And again, I promise I will return when we have additional direction -- not direction, but information for this Court with respect to the finality.

THE COURT: Come back and --

MS. UETZ: Yes.

THE COURT: -- focus a little bit more for me, if you would, on the allegation that -- or the assertion that the -- I simply needed more evidentiary background for the kinds of things that were going to be problematic for these two individual priests and why it's scandalous and why it would be likely to --

MS. UETZ: Thank you, Your Honor.

THE COURT: -- injure their reputation, et cetera, okay?

MS. UETZ: So first, under this Court's sealing procedures, we need not have an affidavit. But second, with respect to that information, the Portland decision goes into great detail about how being accused of child abuse is scandalous and defamatory. And here, again, we are just seeking to seal their names. By definition, being accused of child abuse is scandalous and defamatory. And the Portland decision goes through how -- why that is so.

And I'll add to this, Your Honor, the statement was made that one of the two employee priests made his own statement. The fact that one of the two employee priests felt compelled to respond to information which he and his lawyer believed was unlawfully made public ought not change this result. Hopefully we have demonstrated through some of our reactions in this case, including with the committee who we've worked well with and a number of really important hard issues -- hopefully we are demonstrating and we will continue to demonstrate our commitment to transparency. I get that. It is paramount. It is so important in a bankruptcy case.

But so too are the rights of these two individual employee priests who have raised their hands and said I am pursuing my privacy rights and to extend this Court's protection from the interim order to allow that to play out to

better inform this Court. And, Your Honor, I have little doubt that a lawyer for a plaintiff or even counsel for the committee will return to this Court if there's some compelling reason to make their name public.

But what would that be? We don't have that today. What we do have is two who have strenuously objected to the way this has played out in state court, who are taking steps to protect their privacy rights. And again, the Portland decision recognizes that the fact that something has been made public does not mean that this Court, the Bankruptcy Court, cannot protect the names, seal them under 107(b). For that reason, Your Honor, we request that you extend the current order solely limited to the two employee priests until someone returns. I will return when we have more information from the state court or others may return on a more specific request.

THE COURT: Well --

MS. UETZ: We want to put their name in the public record because.

THE COURT: Let me -- because I don't know exactly what the state court is going to do. This is not going to be able to be a good -- but let's just say that Mr. Webb and cohorts go to state court and the state court say something like, well, you know, what's done is done, but you get ten bucks in damages. Where does that leave me? I mean, that leaves me with your argument the future dissemination is still

wrongful. But if the decision of the state court is either no harm, no foul because you didn't really violate any rules here and somebody should have said something before you if you did or some version of, well, I mean, maybe it's a damages issue, it's not really an injunctive relief kind of issue, what would I do with that?

MS. UETZ: Your Honor, I think it depends. And I think it depends too on perhaps which of the two named employee priests we're dealing with. Is it the one whose name was attached to a state court filing post-petition over our objection, over the debtor's objection, that that would be a violation of the stay, or is it as to the other -- so I'm not sure.

I do know this, Your Honor. I do think that it would be further informative to your ultimate decision in the case. And again, given the schedule that the state court has set, I don't have it committed to memory, but it's not a year. It's something is going to be filed by August, then there's going to be a briefing schedule and a hearing. So it's also not that long that we're asking this Court to continue to err on the side that it erred from day 1 only with respect to these two.

THE COURT: Okay. Anything else? Submitted?

MS. UETZ: No, thank you, Your Honor.

THE COURT: Submitted?

MR. WEISENBERG: Your Honor, I can't help myself. I

know I should, but I do want to at least make just three bullet points. And I'll do them as quickly as possible.

I do think it's worth level setting to understand where we are. We're talking within a system that, by definition, prefers publicity. And in fact, that includes even criminal indictments. And we've set forth those cases for you in our pleadings. So by definition, criminal allegations are made public every day of the week across the country.

Number 2, if the accused employees believe that somehow their names were improperly used, you would expect that their attorneys would be here. And so we questioned what is the benefit to the debtor's estate by asserting the rights that belong to the accused employees.

Number 3, Your Honor, unfortunately we've got ourselves twisted in a procedural pretzel, for lack of a better word, because of how we got here, which is on the first day of the case, the debtor filed a motion to seal all names. Now we find ourselves dealing with just two names and being told let's just keep the status quo so we can allow the state court to adjudicate what the debtor now alleges somehow is a violation of the stay for the mere naming of an alleged abuser in a matrix.

THE COURT: I think the violation of the stay is something I'll be asked to consider later. I think it's -- as I understood it, it was a violation of whatever the state court

protocol is. So maybe I'm wrong about that.

MR. WEISENBERG: Your Honor, I haven't heard that. And it's not obviously my place --

THE COURT: Oh, that's what I saw. So I apologize. Okay.

MR. WEISENBERG: No. It's not my place to make up the debtor's argument, or I'm just misunderstanding it along with you.

THE COURT: Okay.

MR. WEISENBERG: But I think the most important point is this. It sounds like what we have now is a burden-shifting going on. Remember, it is the debtor's burden to come before this Court. And we would double down, so to speak, on the sealing procedures of this Court governing the sealing that the debtor needs to prove, okay? And the debtor is saying, well, let's just keep the status quo. That's not the way the sealing procedures in this court work. You need to overcome your burden to establish the sealing. Until the debtor can do that, there can be no sealing.

And so going back to the state court is unfairly handcuffing the rights of survivors. And what I don't hear the debtor saying is there is nothing prohibiting any survivor from going out on Main Street and saying I was alleged by so-and-so. There is absolutely no restriction on that. And so, again, it seems to us that the burden-shifting going on is designed to

further the day of reckoning that this Court should adjudicate today.

With that, Your Honor, I'll rest. Thank you.

THE COURT: A couple of reactions. I mean, I'm not officially reacting to it, but I wondered as well if I was going to see any of the Winston Strawn folks here telling me this is the greatest motion of all time and just wait until I make it. But they're not here for whatever reason, and I'll just respect that.

On the things that become public, the criminal allegations, there's a certain threshold there that's a little different than what we're talking about here. And I do -- I mean, I'm not accepting anything, but I'm being told that some former DA perhaps took a look at these allegations and you might not think they did the most robust job, but they came to a conclusion that it wasn't credible.

So this really is somewhere in the middle of something that's proven enough to have a real criminal effect than something that is the way the debtor was saying, just generically scandalous. And I'm working my way to -- I'm not sure I agree with that concept that things are generically scandalous. We've got to think about that, okay?

Thank you for your good arguments. I'm going to think about this. On the theory that we're probably going to see each other tomorrow, I expect to tell you tomorrow my final

thinking. All right?

Thank you very much.

MR. WEISENBERG: Thank you, Your Honor.

THE COURT: Anything else for today?

MS. UETZ: I do have one minor --

THE COURT: Yeah.

MS. UETZ: Well, not minor, very important to Alvarez and Marsal, if I may, Your Honor.

THE COURT: Uh-huh.

MS. UETZ: Your Honor, this has to do with the interim comp procedures order. There's an unintended consequence of Alvarez and their retention order having been approved by the Court July 1st because the language in the order would require their first fee statement to include May, June, and July time by the end of July because the order was entered July 1st. It would like to submit a monthly fee statement in July covering just May and June.

THE COURT: Yeah, that's fine.

MS. UETZ: And we'll --

THE COURT: Will the U.S. Trustee have a problem with that.

MR. BLUMBERG: No, Your Honor, no problem.

THE COURT: Okay. That's fine.

MS. UETZ: I wanted to ask if we needed to do an amendment to the order or anything.

THE COURT: No, it's okay.

MS. UETZ: We appreciate that. And I know that they do as well. And that's all I have on that, Your Honor. Thank you.

THE COURT: All right. Anything else? Thank you for your good arguments.

I have a 9:30 calendar and a 10:30 calendar. The 10:30 is not terribly lengthy. So if you want to see me 11:15 ad sec is probably when I will be likely done with 10:30.

UNIDENTIFIED SPEAKER: Judge, the hearing with Judge Novak begins at 11 tomorrow.

THE COURT: Well, I'll just -- I'll talk with. He'll put it off a little bit.

MS. UETZ: If I may, Your Honor.

THE COURT: Yeah.

MS. UETZ: Sorry. It's an old habit. We do have 8 to 11 blocked with the committee. We'll invite the --

THE COURT: No. I'm just -- I'm open to -- you guys tell me.

MS. UETZ: I'm wondering if we can come in the afternoon.

THE COURT: Yeah.

MS. UETZ: It may be --

THE COURT: You tell me.

MS. UETZ: 1:30.

THE COURT: Absolutely. You tell me. All right?

MS. UETZ: We'll put it for 1:30 then.

THE COURT: All right. But you got to tell me what Novak does, right? I'll be on pins and needles to hear what his resolution is, all right? All good?

MS. UETZ: Wonderful, Your Honor.

THE COURT: Okay. Thank you.

(Whereupon these proceedings were concluded at 12:15 PM)

C E R T I F I C A T I O N

I, Michael Drake, certify that the foregoing transcript is a true and accurate record of the proceedings.



/s/ MICHAEL DRAKE, CER-513, CET-513

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EXHIBIT 3

Jeff Anderson & Associates



Clergy Sexual Abuse in the:

Archdiocese of San Francisco
Diocese of Oakland
Diocese of San Jose

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"For many of us, those earlier stories happened someplace else, someplace away," the report said. "Now we know the truth: it happened everywhere."

~ Pennsylvania Grand Jury Report 2018

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Purpose & Background

In 2003, the California legislature opened a one year, retroactive window for survivors of child sexual abuse to file civil claims against their perpetrator and the institution that covered up the sexual abuse. As a result, the identities and histories of clerical sexual abusers were disclosed to the public. All three Bay Area Dioceses were named in multiple lawsuits and employed sexually abusive priests.

This report contains the names of clergy associated with the Archdiocese of San Francisco; the Diocese of Oakland; and the Diocese of San Jose who have been accused of sexual misconduct. While lawsuits were filed involving many of these alleged perpetrators, the vast majority of the claims against these individuals have been settled or have not been fully evaluated in a civil court. Accordingly, the allegations should be considered just allegations and should not be considered proved or substantiated in a court of law. All individuals should be considered innocent until proven guilty. In some situations, the statute of limitations has expired preventing the cases from being heard in a court of law.

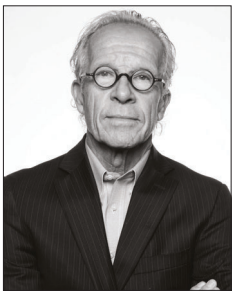
It is believed that the Bay Area Dioceses do not make available to the public the full history, knowledge and context of the sexually abusive clerics. This report is an attempt to compile information already available to the public from various sources in the public media; bishopaccountability.org; the Bay Area Dioceses' public statements; and other sources that have attempted to chronicle this information for public use. This report is intended to raise awareness about the important issue of clerical sexual abuse, provide the public with vital information including assignment histories, and provide awareness to survivors. Assignment histories are approximations and were compiled from *The Official Catholic Directory*, bishopaccountability.org and media reports.

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Jeff Anderson & Associates, P.A.

Supporting California Abuse Survivors for Decades

Jeff Anderson & Associates pioneered the use of civil litigation to seek justice for survivors of childhood sexual abuse. Through their work, Jeff Anderson & Associates seek to bring hope, healing, accountability and justice to survivors of child sexual abuse. The attorneys have advocated for survivor rights in California for years and represented hundreds of survivors when the California legislature opened a retroactive window for sexual abuse survivors to file claims. In addition to seeking legal accountability, they have supported survivors of abuse by bringing public awareness to the cause. Jeff Anderson & Associates use novel legal theories, including public nuisance, to help prevent child sexual abuse and bring awareness to clerical sexual abuse.



ATTORNEY JEFF ANDERSON

Jeff Anderson first sued enablers of clerical sexual abuse in California as early as 1993 for abuse perpetrated by Catholic clerics associated with the Archdiocese of Los Angeles, Diocese of San Bernardino, Diocese of San Diego and the Servite Order. Since then, his firm and the attorneys who work with him, have been associated with more cases than any other law firm in the country. For decades, the attorneys have sued nearly every Catholic diocese and archdiocese in California; the Lutheran Church; the Boy Scouts of America; American Youth Soccer Organization; multiple private schools; and numerous other individuals and institutions in California.



ATTORNEY MIKE FINNEGAN

Mike Finnegan has worked for over a decade with thousands of courageous survivors of childhood sexual abuse. In addition to an attorney of record in a federal lawsuit against the Vatican, Mike has sued numerous dioceses and religious institutions in California. Mike played an integral role in helping survivors in California and resolving hundreds of cases under the 2003 window legislation. Hailing from Minnesota, Mike played a pivotal role in forcing the Catholic bishops in Minnesota to release over 200 names of priest perpetrators to the public and thousands of pages of documents demonstrating the cover-up by top officials.



ATTORNEY MIKE RECK

Mike Reck's practice is the representation of survivors against the powerful institutions that covered up the sexual abuse of children. Mike is a Southern California native whose career against institutional abuse has included lawsuits against multiple dioceses and religious orders in California and throughout the country. Mike has been a courtroom figure with trial experience in Los Angeles and other courts for nearly two decades. Recently, Mike fought for accountability on behalf of survivors in the Archdiocese of Los Angeles; several dioceses in New York, including the Diocese of Buffalo and the Archdiocese of New York; the Archdiocese of Philadelphia and numerous other Catholic Dioceses.

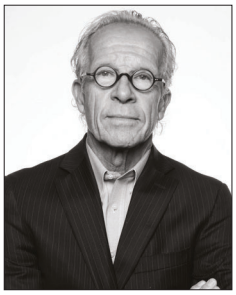
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Jeff Anderson & Associates

In most cases, childhood sexual abuse goes unreported or victims/survivors break their silence many years after the abuse occurs. While there are many legal barriers to prosecuting those responsible for the abuse, our firm has worked to overcome these barriers for more than 30 years. As pioneers of child protection through civil litigation, we are aggressively committed to this cause and capable of handling the most complex legal issues in courts across the United States.

We are smart, tough and relentless, but the virtue that ultimately sets us apart is our compassion. We are people who feel deeply and work tirelessly in response to an unjust world. We have a reputation for being the best at what we do and that begins and ends with our ability to support, protect and guide survivors along their journey toward justice and healing. As sexual abuse lawyers, we have represented thousands of survivors of child sexual abuse against individual offenders and the institutions that harbor these offenders. We are engaged with a national network of attorneys who share our mission, and when we take a case, we exhaust every imaginable resource in order to serve our clients' needs.



Jeff Anderson



Stacey Benson



Molly Burke



Mike Finnegan



Trusha Patel Goffe



Elin Lindstrom



Josh Peck



Mike Reck



Taylor Stippel

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History of the Bay Area Catholic Dioceses including San Francisco, Oakland, and San Jose

This report is intended to be a chronology and analysis of the rampant sexual abuse of children within the Bay Area Dioceses including a discussion of how the highest Church officials enabled the abusers and covered up the crimes.

The data reveals the scandalous scale of hundreds of priests assaulting thousands of minors from early history to the present in these Dioceses. The data collected suggests the patterns and practices of Church officials, including the orchestration of an institutional cover-up of an enormous magnitude. Perhaps most shocking among the discoveries is that some perpetrators were intentionally transferred and retained in trusted positions with direct access to children even when they were known to be abusers. Modern means of analysis and availability of data through the Internet and social media is exposing hundreds of perpetrators who operated in these Dioceses, but until full transparency and accountability exist, children remain in grave danger.

Historically, the Bay Area Dioceses, like many other dioceses and archdioceses, knew priests were perpetrators that posed a significant danger to children. The sexual abuse of children has long been a crime in California. However, Church officials chose and continue to keep the crimes hidden and allow its priests continued and unfettered access to children. During the 1980s and 1990s, occasional bits of information about clerical abuse would surface, but the Church's strict policy of secrecy kept most of the information and full extent of the problem hidden from the public. This has continued despite mandated reporting laws.

The civil window in 2003 subjected the Bay Area Dioceses to additional scrutiny that they had never faced. This window was one short year. During this time survivors brought claims against these Dioceses for abuse by clergy and lay employees of the Bay Area Dioceses. For the first time, a significant number of survivors became plaintiffs in civil lawsuits and their attorneys were able to pry open secret Church records using subpoenas and court orders.

Archdiocese of San Francisco

The Archdiocese of San Francisco was established by Pope Pius IX on July 29, 1853. Its present day boundaries include the counties of San Francisco, San Mateo, and Marin. Significantly, however, the lineage of the Roman Catholic Church's presence in the Bay Area predates the independence and creation of the Archdiocese as it is known today. The Roman Catholic Church's presence in the Bay Area originated as part of the Diocese of Sonora in Mexico and underwent a series of reorganizations before arriving at its present-day form as the Archdiocese of San Francisco, Diocese of Oakland and Diocese of San Jose. The Archdiocese is the Metropolitan seat with authority over several suffragan dioceses including Oakland, San Jose, Honolulu, and others. The current Archbishop is Salvatore Cordileone. Approximately 345 priests are currently active priests in the Archdiocese.

Diocese of Oakland

The Diocese of Oakland was established by Pope John XXIII on January 13, 1962. Its present day boundaries include the counties of Alameda and Contra Costa. The current bishop is Bishop Michael C. Barber, S.J. Approximately 347 priests are currently active priests in the Diocese.

Diocese of San Jose

The Diocese of San Jose, California, was established by Pope John Paul II on January 27, 1981, and is comprised of Santa Clara County. The Diocese of San Jose has approximately 323 priests. The current Bishop of San Jose is Patrick Joseph McGrath.

Cardinal William Levada: The Archbishop of San Francisco with More Knowledge of Child Sex Abuse than Any Priest in America

Cardinal William Levada was the Archbishop of San Francisco from 1995-2005. Earlier in his career, Cardinal Levada had lead the Diocese of Portland and was assigned to the Congregation for the Doctrine of the Faith ("CDF") at the Vatican. The CDF is the ultimate authority working directly with the Pope on child sexual abuse. When Cardinal Ratzinger became Pope Benedict, he left his position at the helm of the CDF and appointed Cardinal Levada to the organization. From 2005 until 2012, Cardinal Levada was the Prefect of the CDF and the highest ranking American priest in the Vatican. Cardinal Levada even presided over the case of the infamous sexual abuser Marcial Maciel of the Legionnaires of Christ. His primary task while running the CDF was handling the exploding child sex abuse scandal. Cardinal Levada is believed to be currently living in Menlo Park.

Failures by the Highest Archdiocesan Officials

Bishop Daniel Walsh became a priest in the Archdiocese of San Francisco in 1963. He served in several high ranking positions for the Archdiocese of San Francisco including Vicar General, Chancellor, and Auxiliary Bishop. He went on to become Bishop of Las Vegas and later Bishop of Santa Rosa. It is believed that in 1986, Bishop Walsh was tasked by the Papal Nuncio (representative of the Pope) with investigating the fitness of Bishop Joseph Ferrario of Honolulu, Hawaii who abused multiple children. The Nuncio introduced Bishop Walsh as "a friend of the Nuncio." In reality, Bishop Walsh had a long history with Bishop Ferrario and had even been his student. There is no public record of what Bishop Walsh uncovered regarding the acts of Bishop Ferrario. During his time with Diocese of Santa Rosa, Bishop Walsh was investigated by law enforcement for his failure to report child sex abuse allegations against a priest. It is believed that Bishop Walsh underwent counseling to avoid criminal prosecution.

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The Geographic Solution – Convicted Priest Fr. Stephen Kiesle Working in the Diocese of Oakland Offered Work in Neighboring Dioceses

Bishop John S. Cummings, when writing to the Pope, admitted that Father Stephen Kiesle "… should never have been ordained." But the situation is much worse. Father Kiesle was ordained in 1972. He was then arrested in 1978 for sexual acts with at least six boys between ages 11 and 13. Father Kiesle pleaded no contest to the charges. The Bishop of Oakland, then knowing Father Kiesle was on probation and in court-ordered therapy, "arranged with two neighboring bishops to provide employment in special assignments for him…" Not until 1981 did Bishop Cummings admit these mistakes and ask the Pope to remove Father Kiesle from the priesthood.

The Danger of Clerical Abuse in the Bay Area Dioceses Today

The danger of clerical sexual abuse in the Bay Area Dioceses is clearly a problem of today and not just the past. Lawsuits brought by survivors of sexual abuse have uncovered countless documents and other evidence of the danger posed by sexual offenders in these Dioceses during days past. The pressure being applied by survivors throughout California has forced new, additional and recent disclosures by several Dioceses in the state.

Just weeks ago, the Diocese of San Diego announced that Father Patrick Foley a roving preacher from Sacramento was subject to prior allegations of abuse. Father Foley ministered in Oakland in 2018. The Diocese of Oakland stated that is has no record of ever inquiring into Father Foley's fitness for ministry before allowing him to work with the public in Oakland. An investigation into the failure has been initiated by the Diocese of Oakland.

Dumping Ground for Deviant Priests – Diocese of San Jose

The publically available statistics suggests that the Bay Area Dioceses, acting in coordination and in concert, subjected its parishioners to a public safety nightmare. It is likely that additional disclosures by the Bay Area Dioceses will cause this statistic to rise. A similar dynamic has been seen in other Dioceses throughout the country that subject geographically remote or specific socio-economic communities to increased exposure to abusive priests.

Important Documents from the Bay Area Dioceses

Fr. Stephen Kiesle

DIOCESE OF OAKLAND

VOTUM EPISCOPI

Most Holy Father:

I wish to present the petition of Father Stephen Kiesle for laicization. He wishes to return to the lay state and to be relieved of all the obligations of the priesthood, including celibacy.

Father Kiesle was born on February 14, 1947 in Indianapolis, Indiana. He attended elementary school in Lakewood, California and San Lorenzo, California. He entered St. Joseph's High School Seminary in 1960. Upon graduation he entered St. Patrick's College Seminary in 1964 and began his theological studies at St. Patrick's Seminary in Menlo Park in 1968. Father Kiesle was ordained on May 19, 1972 at St. Francis de Sales Cathedral by the Most Reverend Floyd L. Begin, Bishop of Oakland.

It does seem clear, now, with hindsight, that quite probably Father Kiesle should never have been ordained.

He has experienced a variety of psychological, emotional, and sexual difficulties during his priesthood. In August of 1978 he was arrested by the police and charged with having taken sexual liberties with at least six young men ranging from eleven to thirteen years of age during the period of November 1977 through May 1978. When he appeared in court, Father Kiesle pleaded "nolo contendere" to the charges. He received a three year suspended sentence and was to remain on probation for three years. He was to meet regularly with his probation officer. He was not to be alone with any juvenile, nor was he to work with any juveniles without an adult being present. He was also required to register with the police department of any city in which he would be residing. It was during this period of time that Father Kiesle took an extended leave of absence.

Unfortunately, from the time of Father Kiesle's first court appearance there was a great deal of publicity surrounding his conduct. Lengthy news reports appeared in all of the major newspapers in the San Francisco Bay Area, as well as throughout California. Some of the publications also printed pictures of Father Kiesle. As a result, his case and alleged wrong-doings received maximum publicity exposure. Some of the newspaper accounts were able to obtain rather specific details of his conduct from the police report. Father Kiesle has been in psychiatric therapy since this difficult situation first became public in August of 1978. He still continues to see a therapist on a regular basis.

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Fr. Stephen Kiesle 2

I would credit Father Kiesle with great cooperation in seeking out psychiatric help when asked. On the other hand, his dealings with me as expressed in his own statement unearthed for me the problem he had with authority and obedience. I had arranged with two neighboring bishops to provide employment in special assignments for him outside of pastoral ministry during the months that he would be in thereapy. He adamantly refused to consider these although later, on his own, he took a temporary assignment in one of those same dioceses. I felt obliged to point out the inconsistency of his judgment.

I prevailed on one of our excellent young priests to provide him a home with some possibilities of limited work. That assignment carried on for many months but it was obvious that there was no development either in work or in any other interests. I feared the wasting of time was profoundly detrimental to a man of his age. At the time, therefore, that he did procure a job of reasonable support, I asked him to take a year away from the parish and assume responsibility for the managing of his own life. That decision, as hard as it was, seems to have been very beneficial to him. I believe it has contributed much toward his present resolution of his life.

Given all of the circumstances surrounding this case and Father Kiesle's irrevocable decision to leave the active ministry, it would seem to me most prudent that his petition be granted.

Therefore, since all of these things are attested to in the Acts of the case, it is our opinion that this case should be submitted to you with the petition that Father Stephen Kiesle be relieved of all of the obligations of the priesthood.

Given at the Chancery of the Diocese of Oakland this 19th day of June in the Year of Our Lord 1981.

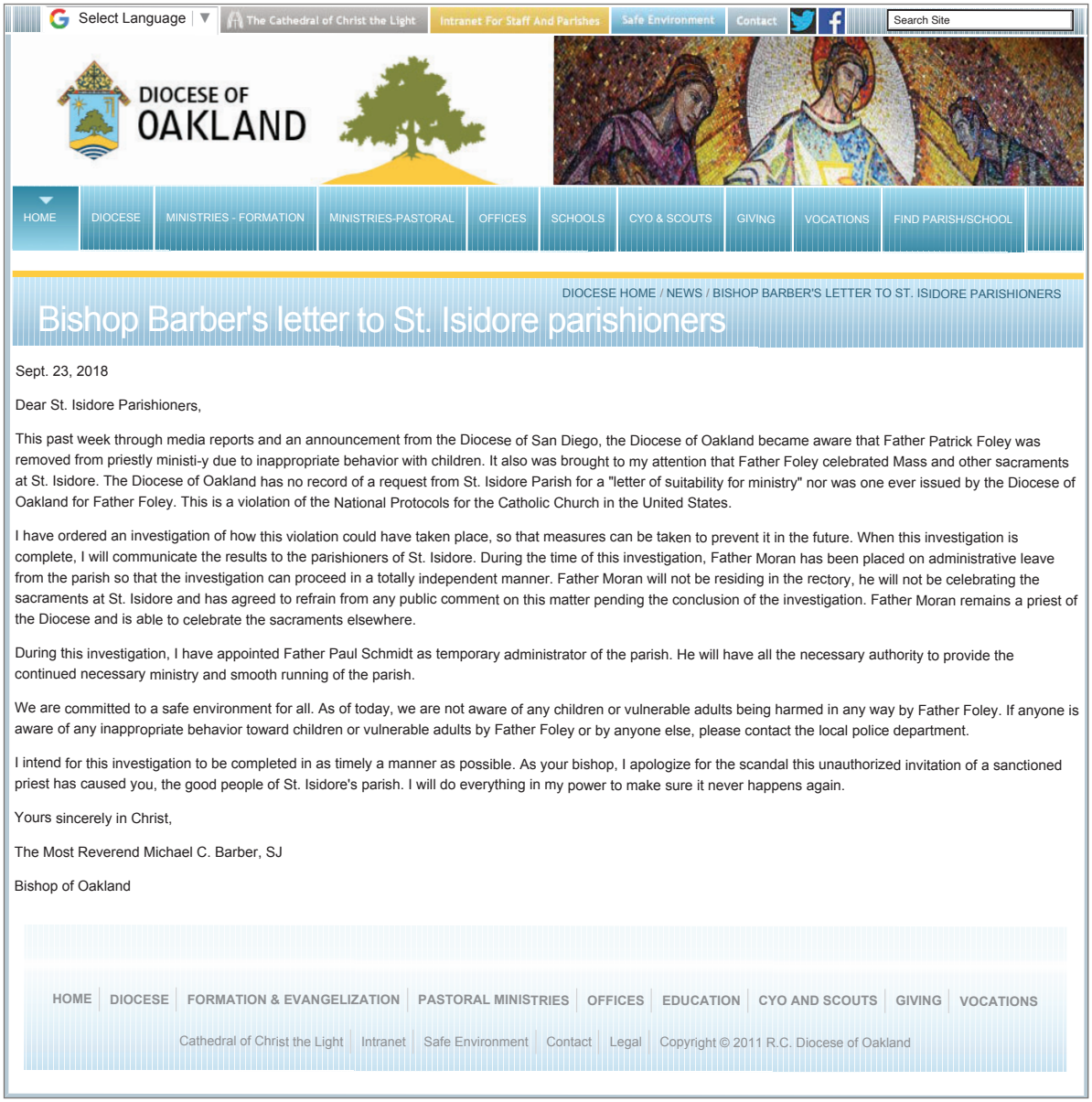
+ John S. Cummins

John S. Cummins
Bishop of Oakland

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Bishop Barber Letter



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DIOCESE HOME / NEWS / BISHOP BARBER'S LETTER TO ST. ISIDORE PARISHIONERS

Bishop Barber's letter to St. Isidore parishioners

Sept. 23, 2018

Dear St. Isidore Parishioners,

This past week through media reports and an announcement from the Diocese of San Diego, the Diocese of Oakland became aware that Father Patrick Foley was removed from priestly ministi-y due to inappropriate behavior with children. It also was brought to my attention that Father Foley celebrated Mass and other sacraments at St. Isidore. The Diocese of Oakland has no record of a request from St. Isidore Parish for a "letter of suitability for ministry" nor was one ever issued by the Diocese of Oakland for Father Foley. This is a violation of the National Protocols for the Catholic Church in the United States.

I have ordered an investigation of how this violation could have taken place, so that measures can be taken to prevent it in the future. When this investigation is complete, I will communicate the results to the parishioners of St. Isidore. During the time of this investigation, Father Moran has been placed on administrative leave from the parish so that the investigation can proceed in a totally independent manner. Father Moran will not be residing in the rectory, he will not be celebrating the sacraments at St. Isidore and has agreed to refrain from any public comment on this matter pending the conclusion of the investigation. Father Moran remains a priest of the Diocese and is able to celebrate the sacraments elsewhere.

During this investigation, I have appointed Father Paul Schmidt as temporary administrator of the parish. He will have all the necessary authority to provide the continued necessary ministry and smooth running of the parish.

We are committed to a safe environment for all. As of today, we are not aware of any children or vulnerable adults being harmed in any way by Father Foley. If anyone is aware of any inappropriate behavior toward children or vulnerable adults by Father Foley or by anyone else, please contact the local police department.

I intend for this investigation to be completed in as timely a manner as possible. As your bishop, I apologize for the scandal this unauthorized invitation of a sanctioned priest has caused you, the good people of St. Isidore's parish. I will do everything in my power to make sure it never happens again.

Yours sincerely in Christ,

The Most Reverend Michael C. Barber, SJ

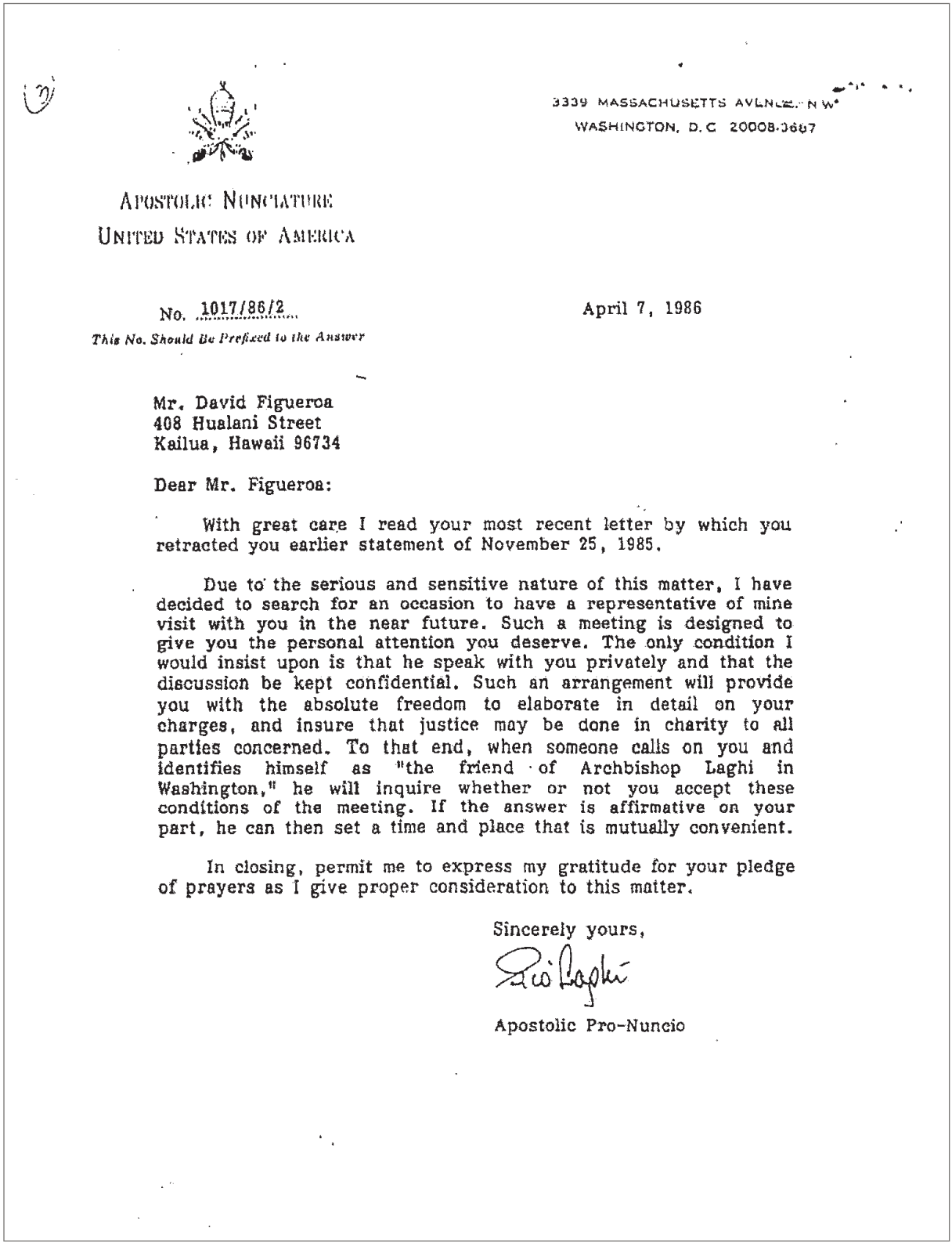
Bishop of Oakland

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David Figueroa



3339 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D.C. 20008-3687

APOSTOLIC NUNCIATURE
UNITED STATES OF AMERICA

No. 1017/86/2
This No. Should Be Prefixed to the Answer

April 7, 1986

Mr. David Figueroa
408 Hualani Street
Kailua, Hawaii 96734

Dear Mr. Figueroa:

With great care I read your most recent letter by which you retracted you earlier statement of November 25, 1985.

Due to the serious and sensitive nature of this matter, I have decided to search for an occasion to have a representative of mine visit with you in the near future. Such a meeting is designed to give you the personal attention you deserve. The only condition I would insist upon is that he speak with you privately and that the discussion be kept confidential. Such an arrangement will provide you with the absolute freedom to elaborate in detail on your charges, and insure that justice may be done in charity to all parties concerned. To that end, when someone calls on you and identifies himself as "the friend of Archbishop Laghi in Washington," he will inquire whether or not you accept these conditions of the meeting. If the answer is affirmative on your part, he can then set a time and place that is mutually convenient.

In closing, permit me to express my gratitude for your pledge of prayers as I give proper consideration to this matter.

Sincerely yours,

Pio Laghi

Apostolic Pro-Nuncio

Bishop Daniel Walsh

BishopAccountability.org

Officials Fault Bishop in Abuse Case
Law Requires Prompt Report; New Details of Sonoma Allegations

By Guy Kovner
The Press Democrat
June 22, 2006

http://www1.pressdemocrat.com/apps/pbcs.dll/article?AID=/20060622/NEWS/606220302/1033/NEWS01

[See below for a chronology of the case and a summary of the reporting law.]

Santa Rosa Bishop Daniel Walsh failed to file a timely report with authorities about possible child abuse by a priest who may have used the delay to flee the country, officials said Wednesday.

New details of serious sexual misconduct allegations against the Rev. Xavier Ochoa, 67, also emerged Wednesday, and authorities are expected to decide today whether to file charges against the priest.

Ochoa, who most recently was assistant pastor at St. Francis Solano Parish in Sonoma, is believed to be in Mexico.



The Rev. Xavier Ochoa, shown here at Windsor's Our Lady of Guadalupe Church in 1994, is believed to be in Mexico.
Photo by The Press Democrat

A chronology of the case shows Ochoa hastily left town between the time he admitted misconduct to Walsh and three other priests and the delivery three days later of the church attorney's report to civil authorities.

The failure to file a more immediate report appears to violate state law, as well as the diocese's well-publicized policy for quickly handling complaints of sexual abuse.

"I don't think it meets the requirements" of the law, said Carol Bauer, director of the county Family, Youth and Children's Services.

Walsh, who consistently has refused to discuss priest misconduct cases, could not be reached for comment Wednesday. He was attending a retreat with diocese priests this week, a church official said.

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Bishop Daniel Walsh 2

The District Attorney's Office is expected to decide today whether to file charges against Ochoa, a popular priest known for his service to the Latino community.

Court records showed Ochoa is suspected of molesting or engaging in misconduct with two teen-age boys and a 12-year-old boy, with the most recent case occurring in April.

In an earlier case, Ochoa allegedly showed gay pornographic videos to a 14-year-old boy and taught him how to masturbate at Ochoa's home in Cotati 13 years ago.

In all three cases the children came from Catholic families the priest had befriended.

A chronology of the investigation, provided by Sonoma County Sheriff's detectives and church officials, shows Ochoa admitted improprieties and was suspended by Walsh on April 28. But no report was made to authorities until May 1, three days later, and that report did not meet state standards.

Bauer said a telephone report should have been made within 24 hours to the county's Child Protective Services agency, which maintains a 24-hour hot line. The report should have been made by the priests who learned of Ochoa's alleged crimes, not by an attorney.

Clergy members are among the those required by law to report suspected child abuse or neglect.

By the time sheriff's detectives began looking for Ochoa, he was on his way to Mexico or already there, the court records show.

"We were three days behind and in that period he (Ochoa) was headed south," Sheriff's Sgt. Dennis O'Leary said.

Investigators would have appreciated a more timely report from the church, but O'Leary said he could not be sure it would have changed the current status of the case.

O'Leary said if charges are filed, investigators could ask Mexican authorities for help finding Ochoa, who was ordained as a Jesuit in Mexico in 1969 and became a diocesan priest when he arrived in Sonoma County in 1988.

"We've got a little more digging to do to find out if he's down there," O'Leary said.

On May 4, Ochoa called a fellow priest, the Rev. Frank Epperson, who also worked at St. Francis Solano Church, and left a message saying he was in a Tijuana hospital, according to court records.

Failure to comply with the mandated reporting law on child abuse is a misdemeanor punishable by up to six months in jail, a $1,000 fine or both.

Assistant District Attorney Larry Scoufos said prosecution for a tardy sex abuse report is "highly unlikely" because authorities don't want to discourage people from filing the reports.

Dan Galvin, the diocese attorney, said Walsh took immediate action in suspending Ochoa from all clerical duties. Galvin said he spoke by phone with Walsh on April 29, the day after the bishop and other clergymen met with Ochoa.

Galvin said he did not think the Child Protective Services office was open that day, a Saturday, and faxed the letter to the agency on Monday, May 1.

Then at the agency's direction, Galvin said, he faxed the letter to the Sheriff's Department on May 2. His letter was handed to detectives on May 3, and by that afternoon they interviewed one victim, the 12-year-old boy who allegedly stripped naked for Ochoa after a Sunday church service in April.

About 11:30 p.m. the same day, Ochoa called the Rev. Michael Kelly, pastor at St. Francis Solano Church, and said he was in San Diego, court records said. Ochoa said he was "tired and scared" and asked Kelly for advice.

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Kelly told Ochoa to "rest and return to Sonoma," the court record said.

Galvin defended the church's handling of the matter.

"We reacted as quickly as we could and did what we felt we needed to do," he said. "If it wasn't totally in compliance with the law, I guess we'll have to live with that mistake."

Walsh, who came to the sex abuse scandal-plagued Santa Rosa Diocese in 2000, has said appropriate policies for dealing with abuse allegations have been implemented, including training for all church employees and priests.

The diocese's standards, posted on its Web site, say that anyone who is required by law to report sexual abuse "immediately or as soon as is practicably possible by telephone."

Ochoa is the 17th priest from the diocese to be accused of molesting a total of 62 children. In all, the diocese has paid or promised to pay dozens of people nearly $20 million since 1990.

Cindy Vrooman of Sonoma, a Catholic member of Voice of the Faithful, a group of Catholics dedicated to changing the church, said she was unsettled by the Ochoa case.

"My question is did the lag time allow him to get away to Mexico? If he confessed to this and then after that left the country, that's a problem for me," she said.

Vrooman said she wrote a letter to Walsh that said: "You can't say that this is behind us.' "

A national sex abuse victims advocate said the Ochoa case showed Walsh and the Catholic Church have "learned nothing" about handling sexual misconduct by priests.

Walsh should have called police on April 27, rather than conduct his own inquiry, said David Clohessy, national director of the Survivors Network of those Abused by Priests, or SNAP. "He didn't and that's why the priest was able to flee. That's the real crime here."

American priests accused of sexual misconduct have fled to Third World countries, including Mexico, to escape prosecution, Clohessy said.

The Dallas Morning News reported in 2004 that dozens of priests who no longer are eligible to work in the United States have found sanctuary abroad and are working in settings that bring them into contact with children.

THE CASE

APRIL 27: Ochoa tells the Rev. Frank Epperson about "an instance of abuse." Epperson calls the Rev. Daniel Whelton at diocese office, who arranges meeting the next day that includes Ochoa, Epperson, Bishop Daniel Walsh and Msgr. James Pulskamp.

APRIL 28: At meeting, Ochoa admits sexual misconduct with 12-year-old boy. Walsh relieves Ochoa of his priestly duties.

MAY 1: Diocese attorney faxes letter to Sonoma County Child Protective Services regarding possible abuse. Ochoa puts personal property in a storage unit.

MAY 3: Detectives begin investigation and interview boy and his mother. About 11:30 p.m. Ochoa calls a priest and says he is in San Diego.

MAY 4: Detectives visit Ochoa's home, find his clothes gone. Ochoa leaves message on a priest's phone saying he is in a Tijuana hospital.

WHAT THE LAW SAYS

California's Child Abuse and Neglect Reporting Act requires priests, medical workers, child-care

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workers and certain other occupations to notify authorities when they know or reasonably suspect cases of child abuse or neglect.

"The mandated reporter shall make a report to the agency immediately or as soon as is practicably possible by telephone." Also, a written report is due with 36 hours.

Failure to report as required under the law is a misdemeanor punishable by up to six months in jail and/or a fine of $1,000.

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Fr. Marcial Maciel Degollado

The Vatican Press Office released the following communiqué today, May 19, 2006. This is an English translation of the Italian original.

COMMUNIQUE OF THE PRESS OFFICE OF THE HOLY SEE

In reference to news reports diffused concerning the person of the Founder of the Legionaries of Christ, the Reverend Fr. Marcial Maciel Degollado, the Press Office of the Holy See communicates the following:

Beginning in 1998, the Congregation for the Doctrine of the Faith received accusations, already in part made public, against the Reverend Fr. Marcial Maciel Degollado, founder of the Congregation of the Legionaries of Christ, for offenses reserved to the exclusive competence of the dicastery. In 2002, the Reverend Maciel published a declaration for denying the accusations and for expressing his displeasure at the offense provoked by some ex-members of the Legionaries of Christ. In 2005, for reasons of advanced age, the Reverend Maciel withdrew himself from the office of Superior General of the Congregation of the Legionaries of Christ.

All these elements were the object of mature examination on the part of the Congregation for the Doctrine of the Faith, and, in accordance with the *motu proprio* "*Sacramentorum sanctitatis tutela*" promulgated April 30, 2001, by the Servant of God John Paul II, the then-Prefect of the Congregation for the Doctrine of the Faith, His Eminence Cardinal Joseph Ratzinger, authorized an investigation of the accusations. In the meantime, the death of Pope John Paul II happened and the election of Cardinal Ratzinger as the new Pontiff.

After having submitted the results of the investigation to an attentive study, the Congregation for the Doctrine of the Faith, under the guide of its new Prefect, His Eminence Cardinal William Levada, decided – taking account of the advanced age of the Reverend Maciel and his delicate health – to renounce any canonical process and to invite the Father to a reserved life of prayer and penance, renouncing every public ministry. The Holy Father has approved these decisions.

Independently of the person of the Founder, the worthy apostolate of the Legionaries of Christ and the Regnum Christi Association is recognized with gratitude.

[Original Text: Italian]

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Clergy Accused of Sexual Abuse in the Diocese of Oakland

Fr. Jeffrey Acebo



Ordination: 1986

Notes: In approximately 1986, Fr. Jeffrey Acebo admitted to molesting a 16-year-old girl while he was working in St. John the Baptist in San Lorenzo, California. As a result, Fr. Acebo was sent to treatment in Connecticut, but subsequently returned to the Diocese of Oakland where he was allowed to work for the next 15 years in multiple parishes. As of 2008, Fr. Acebo was reportedly living in Pinole, California. Fr. Acebo has been named in at least one civil lawsuit. Fr. Acebo's current whereabouts and whether he has access to children are unknown.

Assignments:

1987-1988	St. John the Baptist, San Lorenzo, CA (OAK)
1989-1992	St. Joseph's, Pinole, CA
1993-1994	Holy Spirit, Freemont, CA
1994-1995	St. Leonard, Freemont, CA
1996-2001	St. Anthony's, Oakland CA
2002-2018	Unknown

Fr. Solamon (Soloman) Bandiho



Ordination: 1994

Notes: Fr. Solamon Bandiho was a priest from the Diocese of Bukoba in Tanzania who attended the Jesuit School of Theology of Santa Clara University in Berkeley, California for doctoral studies. As part of a work-study program, Fr. Bandiho was assigned to Holy Cross Parish in Mesa, Arizona, in July 2014. Approximately five months after his assignment to Holy Cross Parish, Fr. Bandiho was one of five arrested in an undercover child prostitution sting. Fr. Bandiho's current status as a priest, his whereabouts, and whether he has access to children are unknown.

Assignments:

1994-2014	Unknown
2014	Holy Cross Roman Catholic Parish, Mesa, AZ (PHX)
2015-2018	Unknown

Fr. Christopher Berbena, O.F.M.



Ordination: 1980

Notes: Fr. Christopher Berbena has been accused of sexually abusing at least one child. He was named in a lawsuit along with other alleged Franciscan abusers, and the case settled in 2006. The lawsuit accused Fr. Berbena of sexually abusing a child in approximately 1980 at St. Anthony Seminary in Santa Barbara. Fr. Berbena was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors. It is believed Fr. Berbena may be living in San Leandro, CA. Fr. Berbena's status as a priest and whether he has access to children are unknown.

Assignments:

1981	St. Anthony's Seminary, Santa Barbara, CA
1982-1991	Unknown
1992	St. Anthony's, Oakland, CA (OAK)
1993-1995	St. Joseph's, Pinole, CA
1996-2007	St. John Vianney Church, Walnut Creek, CA
2008-2018	Unknown

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Fr. Edward F. Beutner



Ordination: 1965

Assignments:

1966	Middle River Sanatorium, Superior, WI (SUP)
1966-1968	Cathedral of Christ the King, Superior, WI
1967-1969	Cathedral High School, Superior, WI
1968	Priest Senate, Superior, WI
1969-1970	Superior State College, Superior, WI
1969-1974	Vocations, Superior, WI
1971-1972	Unknown
1972-1979	Wisconsin Catholic Conference, Superior, WI
1973-1975	Priest Senate, Superior, WI; Newman Apostolate, Superior, WI
1973-1976	River Falls State University, River Falls, WI (Campus Minister) (Not indexed in 1975-1976)
1975-1978	Assumption of the B.V.M., Superior, WI
1976-1978	Deans and Deaneries, Superior, WI
1977-1978	Personnel Placement Board, Superior, WI
1978-1983	Priest Senate, Superior, WI
1979-1982	On Special Assignment, Office of Religious Education, Cameron, WI (SUP)
1983-1986	On Special Assignment, Christian Brothers Residence, Concord, CA
1987	On Special Assignment, Mont LaSalle, Napa, CA
1988	SS. Peter and Paul, Moquah, WI
1989-1991	On Duty Outside the Diocese; Campus Ministry, Santa Clara University, Santa Clara, CA
1992	Awaiting Assignment
1993	St. Anne, Somerset, WI
1994	On Duty Outside the Diocese; Christian Brothers Residence, Concord, CA
1995	Absent on Leave
1996-1999	On Leave
1999	St. Francis Assisi, Concord, CA (OAK)
2000-2001	John Vianney, Lake Tomahawk, WI; Our Lady Queen of the Universe, Woodruff, WI (SUP)
2002	St. Thomas Moore Newman Center, River Falls, WI; Newman Apostolate Center, Superior, WI
2003-2005	On Leave
2006-2007	Unknown
2008	Died

Br. Salvatore Billante, S.D.B.



Ordination: Unknown

Notes: Br. Salvatore Billante allegedly sexually abused as many as 25 children between 1969 and 1989. At some point during this time period, Br. Billante reportedly worked at Salesian High School in Richmond and Corpus Christi Church in San Francisco. Br. Billante pled guilty to child sexual abuse of one child. He was sentenced to eight years in prison. He was released in 1994 and registered as a sex offender. Br. Billante was arrested again in 2002 for child sexual abuse. Br. Billante was involved in at least one civil suit. Br. Salvatore Billante's status a brother, current whereabouts, and whether he has access to children are unknown.

Assignments:

1965-1989	Salesian High School, Richmond, CA; Corpus Christi Church, San Francisco, CA
1989-1994	Prison (inmate)
1994-2018	Unknown

Fr. Roberto Bravo



Ordination: 1998

Notes: Fr. Roberto Bravo was accused of sexually abusing six children in 1999. He was transferred to San Francisco and then to St. Albert's Seminary in 2002, along with other clerics accused of child sexual abuse. Fr. Bravo's status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1998-1999	Holy Rosary, Antioch, CA
1999-2000	Newman Center, Salt Lake City, UT
2000-2002	St. Dominic's, San Francisco, CA
2002-2005	St. Albert's Priory, Oakland, CA
2005-2018	Unknown

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Fr. Vincent Ignatius Breen



Ordination: 1936

Notes: Msgr. Vincent Breen worked in the Archdiocese of San Francisco and the Diocese of Oakland, and he has been accused of sexually abusing several children throughout his career as a priest. The allegations are related to his 29-year tenure at Holy Ghost in Fremont. According to police reports, one parishioner had been told not to leave her daughters around Msgr. Breen. Msgr. Breen allegedly took pictures of the girls and let the young girls jump on a trampoline in his room while he abused them. Many young girls told school officials about the abuse, but no steps were taken to stop or report the abuse. In 1976, Msgr. Breen was investigated, but the investigation was led by another alleged child molester. The results of the investigation were never made public. In 1981, police investigated Msgr. Breen in the wake of reports that he had sexually abused children. The investigation indicated that at least eight girls had been sexually abused by Msgr. Breen. No criminal charges were filed on the condition that Msgr. Breen retire, leave the area, and seek counseling. It is believed that he may have sexually abused as many as 100 young children. Msgr. Breen has been named in at least two civil lawsuits alleging child sexual abuse.

Assignments:

1936-1938	St. Mary's, Stockton, CA
1938-1942	Catholic University, Washington, DC
1942-1944	Nativity, San Francisco, CA
1944-1946	St. Joseph Military Academy, Belmont, CA
1944-1952	Serra High School for Boys, San Mateo, CA
1952-1953	St. Mary's, Walnut Creek, CA
1953-1982	Holy Ghost, Fremont, CA (SFR until 1961; OAK 1962 forward)
1982-1986	Retired
1986	Died

Fr. Donald Eugene Broderson



Ordination: 1968

Notes: Multiple survivors have accused Fr. Donald Eugene Broderson of child sexual abuse, from approximately 1972-1978, while he worked at various parishes in California. Among his victims are six brothers who accused Fr. Broderson of child sexual abuse, during 1972 to 1973, while he worked at St. Joachim Parish in Hayward, California. Fr. Broderson was reportedly then transferred to Most Precious Blood in Concord, California in 1973 where he continued to abuse children until 1975. As the allegations surfaced, Fr. Broderson was transferred between parishes and sent to treatment and/or counseling. In 1993, he was forced into retirement by the Church and banned from ministry. It is believed Fr. Broderson has not been laicized. Upon retirement, he allegedly moved back into his parents' home in Richmond, California and became a licensed marriage and family therapist. He has been named in multiple civil lawsuits and in 2005, he admitted to sexually abusing four sets of brothers during the 1970s. Fr. Broderson's whereabouts and whether he had access to children from 1987 until death in 2010 are unknown.

Assignments:

1969-1971	Santa Paula, Freemont, CA (OAK)
1971	Deaf, Diocesan Office, Oakland, CA; St. Joseph's Center for Deaf and Hard of Hearing, Oakland, CA; St. Joseph's School for Deaf and Hard of Hearing, Oakland, CA
1972	St. Philip Neri, Alameda, CA
1973	St. Joachim, Hayward, CA
1974-1975	Most Precious Blood, Concord, CA; Diablo Valley College, Pleasant Hill (Campus Ministry)
1976-1979	St. Leonard's, Freemont, CA
1980-1982	St. Raymond, Dublin, CA
1983-1987	Transfiguration, Castro Valley, CA
1988-1993	Unknown
1994-2002	Retired
2003-2010	Unknown
2010	Died

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Fr. Melvin (Mel) Bucher, O.F.M.



Ordination: 1961

Notes: Fr. Melvin Bucher was a Franciscan friar who worked in California, Oregon, and Washington. Multiple survivors have come forward alleging child sexual abuse by Fr. Bucher while he worked in various parishes on the west coast during the 1970s. In 1993, Fr. Bucher failed a lie detector test regarding having sex with minors and Fr. Bucher has reportedly admitted to sexually abusing minors in the 1960s. In 1994, Fr. Bucher was named in a lawsuit alleging child sexual abuse while he worked at St, Anthony's in Tigard. The lawsuit did not settle until right before trial in 2001, during which Fr. Bucher was allowed to remain at his post. Fr. Bucher has been named in multiple civil lawsuits. It is reported that in 1994 he left the Archdiocese of Portland and was living in Mission San Luis Rey Retreat Center in Oceanside in 1995. Fr. Bucher's current whereabouts, his status as a priest, and whether he has access to children are unknown.

Assignments:

1963-1964	St. Francis Seminary, Troutdale, OR
1964-1968	Serra Catholic High School, Salem, OR
1968-1970	St. Anthony's, Tigard, OR
1971-1972	Unknown
1972-1973	St. Anne's, Spokane, WA
1973-1976	St. Elizabeth's High School, Oakland, CA (OAK)
1976-1977	Franciscan Fathers Provincial House, Oakland, CA; Pre-Novitiate Formation, Hayward, CA
1977-1988	St. Francis of Assisi, Sacramento, CA
1988-1994	St. Anthony's, Tigard, OR
1995-2001	Mission San Luis Rey Retreat Center, San Luis Rey/ Oceanside, CA
1995-2005	Mission San Luis Rey, San Luis Rey/Oceanside, CA
2003-2005	Mission San Luis Rey Retreat Center, San Luis Rey/ Oceanside, CA
2005-2006	Mission San Luis Rey, Oceanside, CA; Mission San Luis Rey Retreat, Oceanside, CA
2006-2010	Mission San Luis Rey; Retired
2010-2017	Franciscan Friars of California
2018	Unknown

Fr. Kenneth J. Cabral



Ordination: 1950

Notes: Fr. Kenneth Cabral was ordained a priest of the Archdiocese of San Francisco and became a priest of the Diocese of Oakland when it was established in 1962. Diocese of Oakland Bishop Allen Vigneron publicly apologized to St. Catherine of Sienna Parish in Martinez for the sexual misconduct of Fr. Cabral on October 5, 2004. Fr. Kenneth Cabral is listed as a retired priest in the Official Catholic Directories for the years 1991 to 2000, but he is believed to have died in 1996.

Assignments:

1950-1953	St. Bernard's, Tracy, CA
1953-1954	St. Leo's, San Jose, CA (SFR)
1954-1963	St. Lawrence O'Toole's, Oakland, CA
1963-1965	St. Catherine of Sienna, Martinez, CA
1965-1967	St. Joseph the Worker, Berkeley, CA
1967-1970	St. Mary's, Walnut Creek, CA
1970-1971	St. Columba's, Oakland, CA
1971-1975	St. Perpetua's, Lafayette, CA
1975-1984	St. Margaret Mary's, Oakland, CA
1984-1986	St. Alphonsus Liguori, San Leandro, CA
1987	Unknown
1988-1991	Absent on sick leave
1991-2000	Retired

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Fr. Antonio Camacho



Ordination: Unknown

Notes: Antonio Camacho was an extern priest from Mexico who worked in both the Stockton Diocese and in the Diocese of Oakland at Our Lady of the Rosary in Union City and Holy Spirit in Fremont. Fr. Camacho was accused of abuse at St. Stanislaus in Modesto from approximately 1982 to 1984. He was removed from ministry and refused to leave the Diocese of Stockton. Fr. Camacho returned to Mexico after then-Bishop Roger Mahony ordered him to leave the diocese and called immigration. Fr. Camacho's status as a priest and whether he has access to children are unknown.

Fr. Mario Cimmarrusti, O.F.M.



Ordination: 1957

Notes: Allegations of sexual abuse arose against Fr. Cimmarrusti prior to his time spent at Servants of the Paraclete center in 1981 and 1982. In 1994, he was accused of sexual abuse at St. Anthony's Minor Seminary and was named in a civil lawsuit in 2003. In 2006, a settlement was reached in a case involving Fr. Cimmarrusti and seven other priests accused of sexually abusing students at St. Anthony's Seminary High School, the Santa Barbara Boys Choir and the Santa Barbara Mission. At least 12 survivors have come forward to the Archdiocese of Los Angeles alleging sexual abuse between 1962 and 1969. Fr. Cimmarrusti worked in the Dioceses of Stockton and Fresno. Fr. Cimmarrusti's last known address was San Damiano Retreat House in Danville, California in the Diocese of Oakland. His name was included on the Archdiocese of Los Angeles' 2004 list of priests accused of sexual misconduct involving minors. From approximately 1994 to his death in 2012, Fr. Cimmarrusti's whereabouts, his status as a priest and whether he had access to children are unknown.

Assignments:

1957-1958	Immaculate Conception (St. Mary's), Phoenix, AZ
1958-1965	St. Francis Minor Seminary, Troutdale, OR
1965-1970	St. Anthony's Minor Seminary, Santa Barbara, CA
1970-1981	Mexican Missions, Guaymas, Sonora, Mexico
1981	Hazelden Foundation, Center City, MN (Patient)
1981-1982	Servants of the Paraclete, St. Michael's, Therapeutic Comm., St. Louis, MO (Patient)
1982-1985	St. Mary of the Assumption, Stockton, CA
1985-1993	Our Lady of Guadalupe, Delano, CA (OAK)
1994-2012	Unknown
2013	Died

Fr. James A. Clark



Ordination: 1947

Notes: Fr. James A. Clark has been accused of sexually abusing at least four children from approximately 1968 to 1980, while he worked at Corpus Christi in Freemont, California. As well as being named in multiple civil lawsuits, Fr. Clark was arrested and convicted of oral copulation of a 19-year-old man in Santa Cruz, California in 1963. The judge ordered that Fr. Clark go to counseling, undergo psychiatric treatment, and that his bishop be notified of "his problem." Despite his felony, in 1965 Fr. Clark was assigned to Corpus Christi in Niles, California, where he allegedly sexually, mentally, and emotionally abused numerous children.

Assignments:

1948-1950	St. Louis Bertrand, Oakland, CA (SFR)
1951-1955	Nativity of Our Lord, Menlo Park, CA
1956-1959	St. Leo's, San Jose, CA
1960-1963	St. Michael's, Livermore, CA (1962- OAK)
1964-1965	St. Paschal's, Oakland, CA
1966-1984	Corpus Christi, Fremont, CA
1985-1989	St. Anne, Walnut Creek, CA
1989	Died (7/27/1989)

Fr. Edmond G. Cloutier



Ordination: 1946

Notes: Fr. Edmond G. Cloutier allegedly sexually abused at least four children at Star of the Sea in San Francisco. He was named in a civil lawsuit related to the alleged abuse. Fr. Cloutier's whereabouts and whether he had access to children between 1981 and his death in 2003 are unknown.

Assignments:

1946-1953	St. Andre's, Biddeford, ME
1953-1960	Star of the Sea, San Francisco, CA
1960-1963	Corpus Christi, Piedmont, CA (OAK)
1963-1965	St. Joseph's, Alameda, CA
1965-1981	St. Augustine's, Pleasanton, CA
1981-1985	Retired
1985-1986	Unknown
1986-1987	Retired (P.O. Box 1095, Salida, CA)
1987-1995	Retired
1995-1997	Bishop Begin Villa, Oakland, CA
1997-2000	Unknown
2000-2002	Retired
2002-2003	Unknown
4/9/2003	Died

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Fr. John V. Coffield



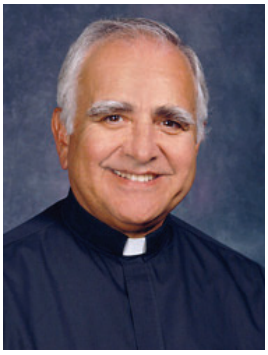
Ordination: 1941

Notes: In 2002, Fr. John V. Coffield was accused of sexually abusing a boy at Dolores Mission from 1960 to 1962. Fr. Coffield was named in a civil lawsuit in 2003. Fr. Coffield's alleged victim said that Fr. Coffield gained the trust of his parents and sexually abused him in multiple locations on and around the church grounds. After the first civil lawsuit was filed against him, a second accuser came forward. Fr. Coffield was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors. From approximately 1982 to his death in 2005, Fr. Coffield's whereabouts, his status as a priest, and whether he had access to children are unknown.

Assignments:

1942	Our Lady Help of Christians, Los Angeles, CA
1943-1954	Nativity Catholic Church, El Monte, CA
1955-1961	Dolores Mission, Los Angeles, CA
1962-1964	Ascension Catholic Church, Los Angeles
1965	St. Carthage Catholic Church, Chicago, IL
1966-1967	Unknown
1968	Lived at a private residence in El Monte
1969	St. Anne, Santa Ana, CA
1970-1974	Our Lady of Guadalupe Mission, Santa Ana, CA
1972-1973	Jesuit Theology Seminary, Berkeley, CA (OAK)
1975-1976	Retired, Sisters of St. Joseph of Orange
1977	Retired (San Louis Rey, CA)
1978-1980	Retired (San Marcos, CA)
1981	Administrator Emeritus at San Felipe de Jesus, Capistrano Beach, CA
1982-2004	Unknown
2005	Died

Fr. George E. Crespin



Ordination: 1962

Notes: At least one survivor has come forward alleging child sexual abuse by Fr. George E. Crespin, from approximately 1974 to 1975, while he worked at Our Lady of Rosary in Union City. Fr. Crespin worked as Chancellor and Vicar General of the Oakland diocese from 1979 to 1994. In 2005, during a clergy sexual abuse trial involving the Diocese of Oakland, Fr. Crespin testified that contacting law enforcement about allegations of child sexual abuse in the diocese was not their practice. Additionally, the Diocese of Oakland deemed there was insufficient evidence of child sexual abuse by Fr. Crespin and he was allowed to return to ministry where his privileges were restored as a retired priest. Fr. Crespin lived and worked at St. Joseph the Worker's in Berkeley, California from 1980 until 2011 when he was asked to leave. It is believed Fr. Crespin remains a priest of the diocese and may reside at St. Cornelius in Richmond. Whether he has access to children is unknown.

Assignments:

1963	Holy Ghost, Freemont, CA (OAK)
1964-1966	Cathedral of St. Francis De Sales, Oakland, CA
1967-1971	Corpus Christi, Piedmont, CA
1972-1979	Our Lady of Rosary, Union City, CA
1980-1983	Archivist, 2900 Lakeshore Ave., Oakland, CA
1982-2006	St. Joseph the Worker, Berkeley, CA
2001	St. Ambrose, Berkeley, CA
2007-2011	Retired, St. Joseph the Worker, Berkeley, CA
2012-2017	Retired, St. Cornelius, Richmond, CA
2018	Unknown

Fr. Sidney J. Custodio



Ordination: Unknown

Notes: At least one survivor has come forward alleging child sexual abuse by Fr. Sidney J. Custodio, from approximately 1960 to 1963, while he worked at St. Gregory in San Mateo, California. In addition to being assigned in the Archdiocese of San Francisco, he reportedly also worked in the Diocese of Oakland at St. Paschal Baylon in Oakland. Fr. Custodio has been named in at least one civil lawsuit. As of 2008, he was believed to be living in Menlo Park, California. Fr. Custodio's current whereabouts, status as a priest, and whether he has access to children are unknown.

Assignments:

1955	St. Raphael's, San Rafael, CA
1956-1957	Bishop O'Dowd High School, Oakland, CA
1958-1965	Serra High School for Boys, San Mateo, CA
1965	Immaculate Heart of Mary, Belmont, CA
1966-1967	St. Patrick's, San Jose, CA
1968	St. Thomas More, San Francisco, CA
1969	St. Peter, Pacifica, CA
1970-1973	St. Michael's, San Francisco, CA
1974	St. Anthony, Menlo Park, CA
1975-2018	Unknown

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Fr. Bernard Dabbene, S.D.B.



Ordination: 1966

Notes: Fr. Bernard Dabbene was suspended in 2000 after being arrested for sexually abusing a minor. He pleaded guilty to a misdemeanor charge of molesting a minor and was sentenced to three years' probation and community service. He was ordered to register as a sex offender. Fr. Dabbene was named in at least one civil lawsuit. Fr. Dabbene's whereabouts and access to children from 2000 until his death in 2010 are unknown.

Assignments:

Late 1950s	Salesian Seminary, Richmond, CA
1966-1968	St. Francis High School, Watsonville, CA
1968-1972	Don Bosco Technical High School, S. San Gabriel/Rosemead, CA
1972-1979	Salesian High School, Richmond, CA (OAK)
1979-1982	Don Bosco Technical Institute, Rosemead, CA
1982-1983	Unknown
1983-1984	Salesian Provincial Residence, San Francisco, CA
1984-1985	Salesian Community, Berkeley, CA
1985-1989	St. John Bosco High School, Bellflower, CA
1989-1993	Salesian Provincial Residence, San Francisco, CA
1993-1999	Corpus Christi, San Francisco, CA
1998-2000	Archdiocesan Vicar for Parishes and Archdiocese Board of Education, San Francisco, CA
1999-2000	Cathedral of St. Mary (Assumption), San Francisco, CA
2000-2010	Salesian Provincial Residence, San Francisco, CA
9/9/2010	Died

Fr. Stephen F. Dawber, S.J.



Ordination: Unknown

Notes: Fr. Dawber was one of three Jesuit priests who taught at Boston College High School in the 1970s who were accused of sexual abuse. It was alleged that Fr. Dawber regularly invited the victim and other students to his room at an off-campus residence, where they oftentimes drank alcohol. When the accusations surfaced in 2002, Boston College High School suspended Fr. Dawber and he was transferred to the Jesuit Urban Center and Immaculate Conception Community in Boston, Massachusetts.

Assignments:

1969-1977	Boston College High School, Dorchester, MA
1978-1983	Cheverus High School, Portland, ME
1984	The Jesuit Community, Berkeley, CA (OAK)
1985-1989	Bishop Connolly High School, Fall River, MA
1990-2001	Boston College High School and Jesuit Community, Dorchester, MA
2002-2004	Jesuit Urban Center and Immaculate Conception Community, Boston, MA
2004-2010	Campion Health Center, Inc., Weston, MA
2010	Died

Fr. Dominic De Domenico, O.P.



Ordination: 1966

Notes: Fr. De Domenico has been accused of sexually abusing a minor in Alaska in the mid-1970s. He previously worked at Holy Rosary in the Diocese of Oakland in the 1980s and as of 2009 was residing at St. Albert's Priory in Oakland. Since 1986, Fr. De Domenico's status as a priest and whether he has access to children are unknown.

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Fr. Pearse P. Donovan



Ordination: Unknown

Notes: At least one survivor has come forward alleging child sexual abuse by Fr. Pearse P. Donovan, from approximately 1978 to 1981, while he worked at St. Clement in Hayward, California. Fr. Donovan has been named in at least one civil lawsuit where he was also accused of "passing" the boy he had been abusing at St. Clement, on to an abusive Brother at Hayward's Moreau High School. From 1963 to 1972, Fr. Donovan was the superintendent of the schools in the Diocese of Oakland. In 1978, he was sent to two different treatment centers for alcoholism. Fr. Donovan's whereabouts and whether he had access to children from 1983 until his death in 1986 are unknown.

Assignments:

1944	St. Augustine's, Oakland, CA (SFR)
1945	St. Ambrose's, Berkeley, CA
1946	St. Gregory's, San Mateo, CA
1947-1952	Serra High School for Boys, San Mateo, CA
1953-1955	Marin Catholic High School, San Rafael, CA
1956-1964	Bishop O'Dowd High School, Oakland, CA (1962- OAK)
1963-1965	School Board; Schools, Oakland, CA
1963-1972	Catholic High Schools Federation; Catholic Parent Teacher Groups, Oakland, CA
1965-1978	Corpus Christi, Piedmont, CA
1966-1972	Building Committee; Education, Oakland, CA
1974-1976	Diocesan-Senate Consultors, Oakland, CA
1977-1978	Unknown
1979- 1980	St. Clement, Hayward, CA
1981-1982	St. Albert, Alameda, CA
1983-1985	Sick Leave
1986	Died

Br./Fr. Donald (Don) W. Eagleson



Ordination: 1985

Notes: Fr. Donald W. Eagleson was a Brother of the Holy Cross religious order prior to his ordination as a Diocesan priest in 1985. Abuse allegations against Fr. Eagleson allege that the abuse occurred in approximately 1971 at Moreau High School in Hayward, CA. Fr. Eagleson was a Brother of the Holy Cross at the time of the alleged abuse. In 2002, another allegation of abuse arose, that allegedly occurred in 1971 and Fr. Eagleson was placed on leave. Fr. Eagleson was named in one civil lawsuit in 2004. It is believed that Fr. Eagleson worked in least four high schools during his career as a religious Brother and priest.

Assignments:

Pre-1985	Unknown (Brother of the Holy Cross)
1986-1987	St. Vincent de Paul, Petaluma, CA
1988-1989	Unknown
1990	St. Bernard's Church, Eureka, CA
1991-2003	Sacred Heart Church, Eureka, CA
2004	Retired, Nazareth House, San Rafael, CA
2004	Died

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Fr. Milton Eggerling



Ordination: 1954

Assignments:

1955-1958	St. Joseph's Cathedral, Sioux Falls, SD
1959	Corpus Christi, St. Paul, MN; On Duty Outside the Diocese, College of St. Thomas, St. Paul, MN
1960	On Duty Outside the Diocese, Ryan High School, Minot, SD
1961	Newman Hall, University of Minnesota, Minneapolis, MN
1962	St. George's, Hartford, SD
1963-1965	St. Magdalen's, Lennox, SD
1966-1967	St. Agatha's, Howard, SD; Deans and Council of Vigilance, Sioux Falls, SD
1968-1970	Roncalli Central Catholic High School, Aberdeen, SD
1971	On Duty Outside the Diocese; St. Felicitas, San Leandro, Oakland, CA
1972-1973	Corpus Christi, Piedmont, Oakland, CA
1973-1974	St. Louis, Austin, TX
1975-1978	On duty outside diocese, Austin State Hospital, Austin, TX (Chaplain)
1979	School for the Deaf, Chaplains of Public Institutions, Austin, TX
1980-1983	Providence Hospital, Oakland, CA
1984	St. Augustine's, Oakland, CA
1985-1987	Our Lady of Rosary, Palo Alto, CA (SJ)
1985-1991	Special Assignment (OAK)
1990-2008	St. James the Apostle, Inc., Boston, MA; St. James the Apostle, Inc.
1992-1993	St. Patrick's, Rodeo, CA (OAK)
1993-2008	Retired (OAK)
1994-2008	St. Stephen, Boston, MA
2008	Died (2/29/2008)

Fr. Clifton Raymond Etienne, s.v.d.



Ordination: 1979

Assignments:

1979-1980	St. Patrick's (OAK)
1980-1988	St. Anthony's (SB)
1988-1998	Divine Word Seminary (SB)
1998	Died (5/22/88)

Fr. Joseph A. Ferreira



Ordination: 1959

Notes: At least two women have alleged child sexual abuse by Fr. Joseph A. Ferreira, from approximately 1970 to 1974, while he worked at Our Lady of Good Counsel in San Leandro, California. Fr. Ferreira has been named in at least two civil lawsuits. As of 2008, his last known location was in Oakland. From 1998 until his death in 2014, it is unknown whether he had access to children.

Assignments:

1959-1961	Bishop O'Dowd High School, Oakland, CA (SFR)
1962-1963	St. Leander, San Leandro, CA (OAK)
1964-1965	Queen of All Saints, Concord, CA
1966	St. Paschal's, Oakland, CA
1967-1972	St. Leonard, Fremont, CA
1973-1983	Our Lady of Good Counsel, San Leandro, CA
1984-1997	St. Alphonsus Liguori, San Leandro, CA
1998-2000	Unknown
2001-2014	Retired, Bishop Begin Villa, Oakland, CA
2014	Died (12/21/2014)

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Fr. J. Patrick Foley



Ordination: 1973

Notes: Fr. Patrick Foley was named in the Diocese of San Diego's list of priests with credible allegations of sexual abuse in September, 2018. In 2010, Fr. Foley was suspended from ministry after he was accused of sexually abusing two boys in the Sacramento area. A canonical trial was held and resulted in an "unclear" verdict. In 2012, his faculties were restored. In 2015, he was again removed from ministry. As of 2017, Fr. Foley was offering retreats and spiritual counsel. According to the Diocese of Oakland, Fr. Foley worked in parishes, campus ministry, and in high schools and colleges as a teacher. His status as a priest, current whereabouts and whether he has access to children are unknown.

Assignments:

1973-1974	St. Michael, San Diego, CA (SD)
1974	Our Lady of Grace, El Cajon, CA
1974-1977	University High School, San Diego, CA
1977	St. Therese, San Diego, CA
1977-1978	University of San Diego, San Diego, CA
1982-1983	Blessed Sacrament, San Diego, CA
1983-1984	St. Mary Magdalene, San Diego, CA
1984-1990	St. Francis Seminary, San Diego, CA
1990-1991	University of San Diego, San Diego, CA
1991	Leave of Absence (family and personal issues)
1991-1994	Christian Brothers High School, Sacramento, CA (SAC)
1998-1999	Santa Rosa Diocese, CA
2000-2009	Unknown
2010	Suspended from Ministry
2011	Unknown
2012	Faculties Restored, San Diego, CA
2013-2014	Unknown
2015	Faculties Restored
2015-2018	Unknown

Fr. Francis J. Ford



Ordination: 1951

Assignments:

1952-1953	St. Elizabeth's, Oakland, CA (SFR)
1954-1959	U.S. Air Force, Chaplain
1960	St. Anthony's, San Francisco, CA (SFR)
1961-1962	St. Elizabeth's, Oakland, CA (1962- OAK)
1963-1964	Ascension, Portland, OR
1965-1966	St. Paul of the Shipwreck, San Francisco, CA
1967-1968	St. Luke's, Woodburn, Oregon
1969	St. Apollinaris, Napa, CA
1970-1972	St. Rose's, Santa Rosa, CA
1973	St. John the Baptist, Napa, CA
1974-1976	Napa State Hospital, Napa, CA (Chaplain)
1977-1985	Unknown
1985	Died

Fr. George J. Francis



Ordination: Unknown

Notes: Fr. George Francis was named in two civil lawsuits alleging that he sexually abused minors. In 1990, a lawsuit alleged that he raped a seven-year-old girl in 1959; the lawsuit was settled in 1993. Another lawsuit was filed in 2002, alleging that he sexually abused a girl from approximately 1979 to 1982. In 2002, after both victims went public, the Diocese of Oakland admitted that Fr. Francis was an abuser. The Diocese of Oakland also admitted there were other child sex abuse victims of Fr. Francis and that they knew of at least nine other victims.

Assignments:

1938-1943	St. Patrick's, San Jose, CA (SFR)
1944-1949	St. Cyril's, Oakland, CA
1950-1956	Epiphany, San Francisco, CA
1957-1987	St. Bede, Hayward, CA (1962- OAK)
1988-1998	Retired, St. Bede, Hayward, CA
1998	Died (5/4/1998)

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Fr. Robert E. Freitas



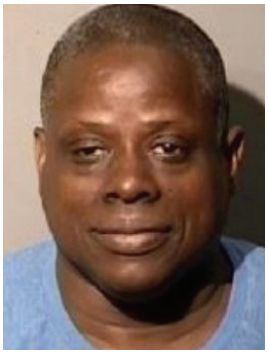
Ordination: 1972

Notes: Fr. Robert Freitas was accused in 2003 of having sexually abused an 11-year-old boy in approximately 1977 at All Saints in Hayward. In 2002, Fr. Freitas was arrested and charged with molesting a 15-year-old boy in 1979 at Santa Paula in Freemont. In 1985, Fr. Freitas was accused of molesting two teen boys at Our Lady of the Rosary in Union City. Fr. Freitas was finally removed from ministry for six months and sent to the House of Affirmation, a treatment center for clergy, in Massachusetts. In 2002, following his arrest and charges, Fr. Freitas pleaded guilty to sexually abusing a minor and was sentenced to six months in jail and five years of probation. It is believed that there are at least four more child sex abuse victims of Fr. Freitas who have not come forward yet. Fr. Freitas' current whereabouts, his status as a priest, and whether he has access to children are unknown.

Assignments:

1972-1976	All Saints, Hayward, CA
1976-1978	St. Felicitas, San Leandro, CA
1978-1979	St. Edward's, Newark, CA
1979-1982	Santa Paula, Fremont, CA
1982-1985	Our Lady of the Rosary, Union City, CA
1985-1987	St. Catherine of Sienna, Martinez, CA
1987-1990	Good Shepherd, Pittsburg, CA
1991	Unknown
1992	St. Anthony, Oakley, CA
1993	Unknown
1994-1997	St. Lawrence O'Toole, Oakland, CA
1995-2002	The AIDS Project, Oakland, CA
1995-2002	Sisters of the Holy Family Motherhouse, Fremont, CA
1997-2002	St. Alphonsus Liguori, San Leandro, CA
2002-2018	Unknown

Br./Fr. William S. Green, C.Ss.R



Ordination: Unknown

Notes: It is believed Fr. William Green was a member of the Redemptorist religious order prior to being ordained as a priest. Fr. Green was arrested in 1999 for sending sexually explicit messages and pornography to a 14-year-old boy. He later pleaded guilty to two counts of oral copulation of a minor and one charge of attempting to send harmful material to a minor. He was sentenced to two years in prison. It is believed Fr. Green may have resided in Antioch, CA. Fr. Green's current whereabouts, his status as a priest, and whether he has access to children are unknown.

Assignments:

1984-1995	Redemptorist-St. Clement's House, Berkeley, CA (OAK)
1996-2018	Unknown

Br. Joseph (Jesse) Gutierrez-Cervantes, C.M.F.



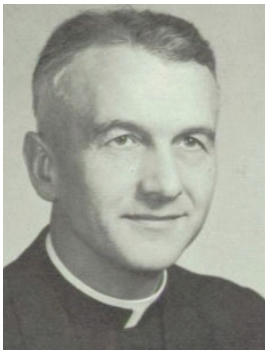
Notes: Br. Joseph Gutierrez-Cervantes was a member of the Brothers of the Christian School, Christian Brothers religious order. Br. Gutierrez-Cervantes was a teacher at De la Salle and a licensed therapist at St. Mary's College in Moraga. After allegedly leaving the order in the mid-1980s, he obtained a job as a contract psychologist at Hanna Boys' Center in Sonoma. He was fired after sexual misconduct allegations surfaced. Br. Gutierrez-Cervantes' victims said that they were sexually abused during therapy sessions. Br. Gutierrez was named in a civil lawsuit in 2003 that alleged he sexually abused a minor at De La Salle High School; the lawsuit was settled in 2004. According to a 1968 memo by Br. Gutierrez-Cervantes' provincial, Br. Gutierrez was transferred to Concord from Berkeley, "where he had relationships with students that had sexual overtones." Br. Gutierrez-Cervantes was last known to have a communication consulting company in Sonoma and was known as Jesse Gutierrez-Cervantes. Gutierrez-Cervantes' current whereabouts, his clerical status, and whether he has access to children are unknown.

Assignments:

1970	Christ the King, San Antonio, TX
1971- 1972	St. Peter Church, Lamitan, Philippines
1973-1974	Rt. 4, Box 105G, San Antonio, TX
1975-1980	Cordi Marian-Sisters/Villa, San Antonio, TX
1981-1984	St. Anthony Claret, Fresno, CA
1984-1986	Hanna Boys Center, Sonoma, CA

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Fr. Henry G. Hargreaves



Ordination: 1947

Notes: Fr. Henry Hargreaves had assignments in the Archdiocese of San Francisco and the Diocese of Oakland. In 2003, Fr. Henry Hargreaves was accused of making "inappropriate advances" towards a woman. Following the accusation, Fr. Hargreaves was placed on leave and sent to Regis Jesuit Community in Spokane, Washington, for evaluation and treatment. Fr. Hargreaves was also named in a 2009 lawsuit filed by 43 Alaskans against the Society of Jesus (a.k.a. the Jesuits). The lawsuit claims that Alaska villages became a worldwide dumping ground for clergy accused of sexual abuse. The lawsuit also accuses Fr. Hargreaves of sexually abusing two boys and raping a 6-year-old boy. The plaintiffs alleged that Jesuit superiors were aware of the sexual abuse but failed to act.

Assignments:

1947-1948	Alma College, Alma, CA (SFR)
1948-1949	Manresa Hall, Port Townsend, WA
1949-1951	Little Flower of Jesus, Hooper Bay, AK
1952	P.O. Box 1390, Fairbanks, AK
1953-1955	Little Flower of Jesus Christ, Hooper Bay, AK
1956-1964	Immaculate Conception, Bethel, AK
1965	St. Michael Church, St. Michael, AK
1966-1971	Our Lady of the Snows, Nulato, AK
1972-1974	St. Joseph Church, Kotlik, AK
1975	Jesuit Theologiate, Berkeley, CA (OAK)
1976-1979	St. Joseph Church, Kotlik, AK
1980-1986	Immaculate Conception Church, Bethel, AK
1987	Holy Family Church, Newtok, AK
1988-1994	Sacred Heart Church, Emmonak, AK
1988-1993	Sacred Heart, Emmonak, AK
1994-1997	Our Lady of Perpetual Help, Nightmute, AK
1994-1996	St. Peter the Fisherman, Toksook Bay, AK
1994-1997	St. Joseph's, Tununak, AK
1997-2003	Brother Joe Prince Jesuit Community, St. Mary's, AK
1998-2003	Immaculate Conception, Bethel, AK
2003	Unknown
2004-2013	Regis Jesuit Community, Spokane, WA
2013	Died

Fr. Jerome M. Henson, O.P.



Ordination: 1977

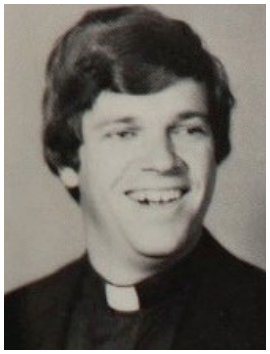
Notes: In 1981, four years after being ordained, Fr. Jerome Henson was caught in a compromising position in a graveyard with a 13-year-old boy by a patrolling policeman. The boy and his family did not wish to press charges, so no criminal action was pursued. Following the event, Fr. Henson was immediately transferred to Reno, where he stayed for a few years before being sent to Orange. It was not until two decades later, in 2002, that a suit was filed against Fr. Henson. Following the initial suit, two more men came forward accusing Fr. Henson of sexually abusing them as boys. Two of Fr. Henson's accusers would be included in a larger settlement including a total of 33 victims. He also worked in the Diocese of Oakland at St. Albert's Priory in Oakland. Since 2002, his status as a priest, his whereabouts and whether he has access to children are unknown.

Assignments:

1977-1981	St. Dominic's Church
1981-1982	St. Thomas Aquinas Cathedral
1982-1983	Military Reserve Chaplain
1983-1985	St. Raymond of Penyafort Priory
1985-1986	Television Department; St. Raymond of Penyafort Priory
1986-1987	St. Raymond of Penyafort House; Military Reserve Chaplain
1987-1988	St. Raymond of Penyafort House
1988-1989	St. Vincent Ferrer House (Dominicans); Military Reserve Chaplain
1989-1990	Television Department
1990-1992	St. Anthony Claret
1992-1996	St. Angela Merici
1996-2002	St. John the Baptist Church
2002-2003	Inactive Leave
2003-2011	Administrative Leave
2011-2014	Unknown
2014-2017	Administrative Leave

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Fr. Thomas J. Hidding



Ordination: 1986

Notes: In 2002, the Jesuit High School in New Orleans, Louisiana, acknowledged that a sexual abuse allegation against Hidding—at the time a Jesuit brother and not yet an ordained priest—was credible. The incident is alleged to have taken place in the early 1980s in Miami, Florida.

Assignments:

1986-1987	The Jesuit Community at the Jesuit School of Theology, Berkeley, CA (OAK)
1987-1992	Loyola University, New Orleans, LA
1992-1993	Unknown
1993-1997	University of Tampa, Tampa, FL
1993-1997	Sacred Heart, Tampa, FL
1997-1999	Immaculate Conception, New Orleans, LA
1999-2000	Jesuit Provincial Office, New Orleans, LA
2000-2002	Jesu Church, Miami, FL
2002-2005	Unknown
2005	Died

Fr. William B. Hold



Ordination: 1977

Notes: Fr. Hold worked for two decades in the Sacramento diocese, from 1977 to 1998. In 2002, Diocesan officials revealed that a complaint had been made against him three years prior. The alleged abuse was said to have taken place approximately 20 years ago while Fr. Hold was assigned to Holy Rosary in Woodland. No action was ever taken and Fr. Hold retired in good standing in 1999. He also worked in the Diocese of Oakland at St. Joseph in Pinole and St. Raymond in Dublin.

Assignments:

1977-1979	Holy Rosary Church
1979-1980	Our Lady of Lourdes Church
1980-1981	St. John Vianney Church
1981-1982	St. Patrick High School
1982-1983	Immaculate Conception
1983-1984	St. Joseph
1984-1985	Awaiting Assignment
1985-1987	California Correctional Center
1987-1988	Corcoran Correctional Facility
1988-1989	Immaculate Conception
1989-1992	St. Charles Borromeo
1992-1994	St. John the Evangelist Church (SAC); St. Joseph Church
1994-1998	St. Joseph Church, Pinole, CA (OAK)
1998-2003	Retired and in Senior Ministry
2003-2012	Retired
2012	Died

Fr. James E. Jacobson, S.J.



Ordination: 1959

Notes: A 2005 lawsuit alleged that Fr. James Jacobson sexually assaulted and impregnated two women in different Western Alaska villages, one in 1965 and the other in 1975. According to DNA testing, there is greater than a 99% chance he is the father of the two children. The lawsuit was settled in March 2007. Claims against Fr. Jacobson were also included in a 2007 settlement between the Society of Jesus (a.k.a. the Jesuits) and multiple survivors of clergy sexual abuse. Additionally, according to bankruptcy reorganization documents filed by the Diocese of Fairbanks in 2010, there have been at least two other claims of abuse implicating Fr. Jacobson.

Assignments:

1959-1960	Alma College, Los Gatos, CA (SFR)
1960-1961	Manresa Hall, Port Townsend, WA
1961-1962	Chefornak, AK
1962-1965	St. Joseph's, Nelson Island, AK
1962-1965	Nightmute, AK
1962-1965	Chefornak, AK
1965	St. Catherine Mission, Chefornak, AK
1965-1966	Nightmute, AK
1966-1967	St. Michael, St. Michael's, AK
1966-1967	Stebbins, AK
1966-1967	Unalakleet, AK
1967-1970	Holy Family, Glennallen, AK
1970-1976	Little Flower of Jesus, Hooper Bay, AK
1970-1976	Scammon Bay, AK
1970-1976	Cape Romanzof, AK
1976-1977	Berkeley, CA (OAK)
1977-1979	Oakland, CA (OAK)
1979-2005	Oregon State Penitentiary, Salem, OR
2005-2012	Regis Community, Spokane, WA
2013-2018	Unknown

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Fr. Stephen Kiesle



Ordination: 1972

Notes: Fr. Stephen Kiesle has been accused of sexually abusing at least 15 children from approximately 1972 to 1995. In 1978, Fr. Kiesle was arrested for sexually abusing two boys and as a result, he was put on three years' probation and received counseling. In 1981, Fr. Kiesle left the priesthood and the diocese of Oakland submitted papers to the Vatican requesting that Fr. Kiesle be defrocked, but the Vatican waited until 1987 to do so. During this time, he reportedly left the priesthood and moved to Pinole, California where he worked as a youth minister at St. Joseph's from 1985 until 1988. In 2002, he was arrested and charged on 13 counts of child sexual abuse that took place while he worked at Santa Paula during the 1960s and 1970s. However, all but two of the charges were dropped due to a U.S. Supreme Court ruling that changed the law surrounding the statutes of limitation. In 2004, he was accused of sexual abusing a 15-year-old girl and was sentenced to six years in prison. Fr. Kiesle was released on parole in 2009. After 7 months of being released, he violated his parole and had to go back to prison until 2010. Upon release, he became a registered sex offender and moved to Rossmoor, a senior community, in Walnut Creek, California. Fr. Kiesle has been named in numerous civil lawsuits. Fr. Kiesle's current whereabouts and whether he has access to children are unknown.

Assignments:

1972-1974	St. Joseph's
1974-1975	Newman Club – El Cerrito: Contra Costa Junior College (OAK); St. Joseph's
1975-1976	Our Lady of the Rosary
1976-1977	Pre-seminary Advisory Board; Our Lady of the Rosary
1977-1978	Our Lady of the Rosary
1978-1979	St. Columba's
1979-1981	Active Leave
1981	Left Priesthood
1981-1987	Unknown – not in directory
1987	Laicized

Fr. Robert S. Koerner, O.M.I.

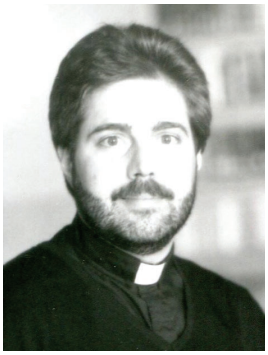


Ordination: 1937

Assignments:

1937-1940	Unknown
1941	Our Lady of Guadalupe, Mission, TX
1941	St. Anthony's, Penitas, TX
1941-1942	The Guardian Angel, San Fernando, CA
1942-1944	St. Ferdinand's (Old Mission), San Fernando Valley, CA
1942-1944	Our Lady of Perpetual Help, Newhall, CA
1944-1956	Guardian Angel, Pacoima, CA
1956-1963	Our Lady of Guadalupe, Billings, MT
1963-1990	St. Patrick's, Calipatria, CA
1991	Unknown
1992-1994	Mount Mary Immaculate, Center for Spiritual Growth, Lafayette, CA (OAK)
1995	Unknown
1996-1999	Oblate Madonna Residence, San Antonio, TX
1999	Died (6/25/1999)

Fr. Michael J. Kossak



Ordination: 1987

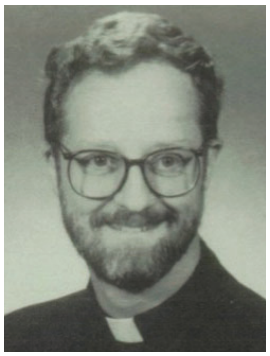
Notes: Fr. Michael J. Kossak was one of three Jesuit priests who taught at Boston College High School in the 1970s who were accused of sexual abuse. After one year at Boston College High School, following an investigation by the State Department of Social Services, Fr. Kossak left and went to Loyola House in Boston. Fr. Kossak's current status as a priest, his whereabouts, and whether he has access to children are unknown.

Assignments:

1987-1988	The Jesuit Community at the Jesuit School of Theology, Berkeley, CA (OAK)
1988-1989	Boston College High School, Boston, MA
1989-1991	St. Francis Xavier, Weymouth, MA
1991-1992	Unknown
1992-1993	Loyola House, Boston, MA
1993-1998	Gesu, Miami, FL
1998-1999	Sacred Heart, Tampa, FL
1999-2001	Loyola House, Boston, MA
2001-2018	Unknown

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Fr. James F. Kuntz, S.J.



Ordination: 1977

Assignments:

1977-1978	Jesuit School of Theology, Berkeley, CA (OAK)
1978	Provincialate, New York, NY
1979-1983	University of Santa Clara, Santa Clara, CA (SFR)
1984	Regis High School, New York City, NY
1985-1988	St. Peter's Preparatory School, Jersey City, NJ
1989	Jesuit Provincial's Office, New York City, NY
1990-1994	Regis High School, New York City, NY
1994-1995	St. Ignatius Loyola Residence, New York, NY
1996-1999	Loyola Jesuit College, Abuja, Nigeria (Founder/Principal)
1999-2000	St. Ignatius Loyola Residence, New York NY
2001-2002	Jesuit High School, Sacramento, CA (SAC)
2002	Jesuit High School Community of Sacramento, Carmichael, CA
2003	Jesuit Provincial Office, New York, NY
2004	Unknown
2005-2008	Jesuits of Saints Peter's College, Inc., Jersey City, NJ
2008	Jesuit Center, Jersey City, NJ
2009-2018	Unknown

Fr. Louis Ladenburger, O.M.F.



Ordination: 1963

Notes: Fr. Louis Ladenburger received a Doctor of Divinity from UC Berkeley and worked in the Diocese of Oakland according to various public news reports. In 2007, he was arrested for sexual battery of a teenage boy at a school for troubled boys where he was a counselor. The Franciscan order revealed he had two prior allegations of "inappropriate relationships" and had been sent to treatment after both allegations arose. He was laicized in 1996 and in May 2018, another allegations of abuse arose while he worked in the Stockton diocese in the early 1970s. As of 2012, it is believed Fr. Ladenburger was residing in Bakersfield, CA.

Assignments:

1963-1964	Unknown
1964-1965	St. Mary of the Assumption, Stockton, CA; St. Benedict the Moor Center, Stockton, CA
1965-1967	St. Mary's High School, Phoenix, CA
1967-1968	Salem Catholic High School, Salem, OR
1968-1971	Holy Cross Retreat House, Mesella Park, NM
1971-1972	Unknown
1972-1974	St. Mary of the Assumption, Stockton, CA; St. Benedict the Moor Center, Stockton, CA
1974-1975	Unknown
1975-1979	Mary Queen of Heaven, Sprague, WA
1979-1980	Unknown
1980-1984	St. George's, Seattle, WA
1984-1985	St. Francis of Assisi, Sacramento, CA
1985-1988	St. John's, Overton, NV
1988-1989	Christ the King, Reno, NV
1989-1990	Unknown
1990-1992	Franciscan Renewal Center, Scottsdale, AZ
1992-1993	St. Mary's Basilica, Phoenix, Arizona; St. Joan of Arc, Phoenix, AZ
1996	Laicized
2006-2007	Elk Mountain Academy, Clark Fork, ID
2008-2018	Unknown

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Fr. Ronald J. LaGasse



Ordination: 1969

Notes: Fr. Ronald J. LaGasse was arrested in 1984 on suspicion of sexually abusing a 17-year-old boy at St. Raymond in Dublin, CA. He was sent for treatment and placed on leave for one year, then reassigned. It is believed he worked as an abbot of an independent Benedictine Monastery in Hawaii. As of 2012, Fr. LaGasse was believed to be living in Phoenix, AZ. It is unknown whether he has access to children.

Assignments:

1970-1972	St. Joachim, Hayward, CA
1973	Santa Maria, Orinda, CA
1974-1976	St. Leonard Church, Fremont, CA
1977-1980	St. Mary Church, Walnut Creek, CA
1981	St. Catherine of Sienna, Martinez, CA
1982-1986	St. Raymond Church, Dublin, CA
1987	Absent on Sick Leave
1988	Unknown
1989-1990	St. Philip Neri Church, Alameda, CA
1991	Oakland Army Reserve, Oakland, CA
1992-2002	US Army Reserve, Schofield Army Base, HI
2003	Unknown
2004	Retired
2005-2018	Unknown

Fr. Tarcisio D. Lanuevo



Ordination: 1956

Notes: Fr. Tarcisio Lanuevo was accused of sexually abusing two girls at St. John the Baptist in San Lorenzo in 1979. The two girls filed a civil lawsuit, naming Fr. Lanuevo, in 1993. The victims claimed the reason they dropped the criminal charges in 1979 was because the Diocese promised that Fr. Lanuevo would receive treatment and would never again have access to children. Fr. Lanuevo allegedly sexually abused minors at St. Joachim in Hayward. Fr. Lanuevo remained working in the Oakland diocese until 1991. In 1993, Fr. Lanuevo was working at a VA Domiciliary in Oregon the Portland diocese. Fr. Lanuevo's current whereabouts, his status as a priest, and whether he has access to children are unknown.

Assignments:

1957-1976	Unknown
1977-1978	St. Catherine of Sienna, Martinez, CA (OAK)
1979-1980	St. John the Baptist, San Lorenzo, CA
1981	St. Paul, San Pablo, CA
1982-1984	St. Cornelius, Richmond, CA
1985-1986	Queen of All Saints, Concord, CA
1987-1989	Our Lady Queen of the World, Pittsburg, CA
1990	St. Joachim, Hayward, CA
1991	Unknown; Left the Diocese of Oakland
1992-1993	U.S. Veterans Domiciliary, White City, OR
1994-2000	Unknown
2001-2002	Retired
2003-2008	Unknown
2008-2018	Retired

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Fr. James R. Laudwein

Ordination: 1962

Notes: Fr. Laudwein was sued in 2005 for sexually abusing a 14-year-old girl in Alaska in 1980. The abuse is alleged to have occurred inside the confessional at St. Mary's School chapel. According to the suit, Fr. Laudwein is known to have fathered at least one child in Alaska. His priestly duties were restricted following the allegation. Claims involving Fr. Laudwein were included in the 2007 settlement made by the Jesuit Order. The bankruptcy documents for the Fairbanks Diocese, released in 2010, show one pending claim involving him. Fr. Laudwein's current status as a priest, his whereabouts, and whether he has access to children are unknown.

Assignments:

1963-1964	St. Stanislaus Novitiate, Cleveland, OH
1964-1968	Loyola Hall, Fairbanks, AK
1964-1968	University of Alaska Fairbanks, Fairbanks, AK
1968-1970	Little Flower of Jesus, Hooper Bay, AK
1969-1970	Cape Romanzof, AK
1970-1981	St. Mary's Mission, St. Mary, AK
1981-1982	Jesuit Theological Union, Berkeley, CA (OAK)
1982-1995	Alaska Jesuit House, Anchorage, AK
1982-1995	University of Alaska, Anchorage, AK
1995-1997	Jesuit Provincial Office, Portland, OR
1997-2001	Colombiere Community, Portland, OR
2001-2004	Jesuit Novitiate of St. Francis Xavier, Portland, OR
2004-2012	Colombiere Community, Portland, OR
2012-2018	Unknown

Fr. Cornelius Patrick (Pedraig) Leehan C.Ss.R.

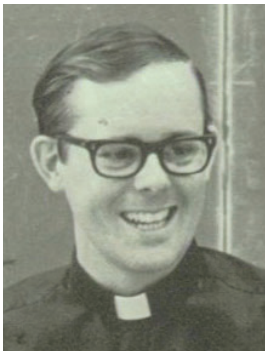
Ordination: 1948

Assignments:

1949-1950	St. Thomas, Coeur d'Alene, Idaho
1951-1954	St. Alphonsus', Fresno, CA
1955	Unknown
1956-1958	St. Alphonsus Ligouri, San Leandro, CA (SFR)
1959-1962	St. Gerard Majella, Great Falls, MT
1963-1964	307 E. Kearney Blvd., Fresno, CA
1965-1966	St. Alphonsus Ligouri. San Leandro, CA (OAK)
1967	St. Mary's of the Assumption, Whittier, CA
1968-1971	Sacred Heart of Jesus, Seattle, WA
1972- 1975	Holy Redeemer, Portland, OR (Patrick Leehan)
1976-1978	Retreat, Tucson, AZ (Patrick Leehan)
1979-1981	Picture Rocks Retreat House, Tucson, AZ (Patrick C. Leehan)
1982-1983	Center for Parish Missions, Oakland, CA (Patrick C. Leehan)
1984	Center for Parish Missions, Oakland, CA (Patrick Leehan)
1985-1986	House on the Way, Oakland, CA (Patrick Leehan)
1987	Center for Parish Missions, Oakland, CA (Patrick Leehan)
1988	Our Lady of Lourdes, San Francisco, CA (Patrick Leehan)
1989	Center for Parish Missions, Oakland, CA (Patrick Leehan)
1990-2000	Redemptorists, Oakland, CA (Patrick Leehan c.ss.r,)
2001-2018	Unknown

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Fr. Jerold W. Lindner, S.J.



Ordination: 1976

Notes: Fr. Jerold Lindner is a Jesuit priest with ties to the Archdiocese of San Francisco, Diocese of Oakland, and Diocese of San Jose. During his time at St. Ignatius College Prep in the Archdiocese of San Francisco, Fr. Lindner was accused of sexual abusing at least six children. In 1992, a parent of one of Fr. Linder's alleged victims reported the alleged victim's abuse to the principal of Loyola High School in Los Angeles. In response, Fr. Linder was placed on leave and sent to St. Luke Institute, an institution known for treating priests accused of child sexual abuse. In approximately 1998, Fr. Lindner was again sent to St. Luke Institute. The Jesuits found the allegations not credible and returned Fr. Lindner to ministry. A civil lawsuit settled in 1998 alleged that Fr. Lindner sexually abused two boys in 1975. The lawsuit accused Fr. Lindner of using threats to coerce the boys to remain silent about the abuse. Fr. Lindner was also named in a 2003 civil lawsuit, which alleged that he sexually abused two children. Fr. Lindner reportedly sexually abused at least 10 victims, including his own nieces and nephews. Fr. Linder was sent to live at Jesuit retreat centers in the Diocese of San Jose from approximately 1998 until at least 2012. In 2010, one of Fr. Lindner's alleged victims assaulted him. Fr. Lindner was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors. Fr. Lindner's status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1964-1966	Sacred Heart Novitiate, Los Gatos, CA (SFR) (seminarian)
1967	Unknown
1968	Loyola University, Los Angeles, CA (student/seminarian)
1968-1970	St. Louis University, St. Louis, MO (graduate student/seminarian)
1970-1973	St. Ignatius College Prep, San Francisco, CA (SFR) (teacher/seminarian)
1973-1976	Jesuit School of Theology, Berkeley, CA (OAK) (graduate student/seminarian)
1976-1982	St. Ignatius College Prep, San Francisco, CA (SFR)
1983-1997	Loyola High School, Los Angeles, CA
1998	St. Luke Institute, Silver Spring, MD; Loyola High School, Los Angeles, CA
1998-2002	Jesuit Retreat House, Los Altos, CA (SJ)
2002-2012	Sacred Heart Jesuit Center, Los Gatos, CA (SJ)
2012-2018	Unknown

Fr. Jorge Ortiz Lopez, O.F.M.



Ordination: Unknown

Notes: At least one survivor has come forward alleging child sexual abuse by Fr. Jorge Ortiz Lopez, a member of the Franciscans, in approximately 1975 at Sacred Heart in Prescott, Arizona. It is reported that Fr. Lopez admitted full responsibility for the sexual abuse and promised to pay for the survivor's counseling but neglected to actually do so. Fr. Lopez has been named in at least one civil lawsuit. Fr. Lopez also worked at St. Elizabeth's in the Diocese of Oakland. Fr. Lopez's current whereabouts, status as a priest, and access to children is unknown.

Fr. Ralph Luczak (Luzak) C.S.C.



Ordination: 1958

Notes: Fr. Ralph Luczak is accused of sexually abusing a 10-year-old girl at Lake Michigan in Indiana in 1969. The mother of the girl told a doctor and a police officer who both discouraged her from making a report. The mother of the survivor also reported the sexual abuse allegation to the parish where Fr. Luczak was working and Fr. Luczak was moved to a monastery in San Leandro. Fr. Luczak also taught at Moreau Catholic High School in Hayward where a school scholarship was established in his name.

Assignments:

1958-1965	Notre Dame High School
1965-1970	Christ the King, South Bend, IN
1970	Died

Fr. Gary M. Luiz, C.PP.S



Ordination: 1977

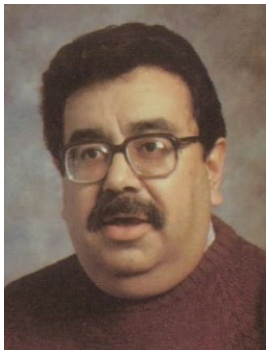
Notes: Fr. Gary Luiz was a member of the Society of the Precious Blood religious order. Fr. Luiz formerly belonged to the Newark Diocese. He was named in a civil lawsuit in 2003 which alleged that he sexually abused one youth at St. Edward Catholic Church from approximately 1980 to 1986. The Diocese of Oakland claims they did not learn about the allegations until 1990, after which he was immediately placed on leave. Fr. Luiz later earned a degree in Canon Law and worked in a missionary office, and was working at a Berkeley monastery as of 2005. Fr. Luiz's current whereabouts, his status as a priest, and whether he has access to children are unknown.

Assignments:

1978-1979	St. Barnabas, Alameda, CA (OAK)
1980-1986	St. Edward's, Newark, CA
1987-1991	St. Barnabas, Alameda, CA
1992-2008	Society of the Precious Blood, Berkeley, CA
2004	Adjutant Judicial Vicars and Canonical Consultant to the Bishop, Oakland, CA; Court of Second Instance, Oakland, CA
2004	Judges, Oakland, CA
2004-2010	Defenders of the Bond, Ripon, CA
2004-2017	Defenders of the Bond, Reno, NV
2005	Councilors, Oakland, CA
2014-2017	Promoter of Justice, Reno, NV
2018	Unknown

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Br. Ernest Martinez, S.D.B.



Ordination: Unknown

Notes: Br. Ernest Martinez is a member of the Salesian religious order who has been accused by at least one person of child sexual abuse. Br. Martinez was named in one civil lawsuit which alleged child sexual abuse occurring in approximately 1966 to 1967 while he was working at St. John Bosco High School in Bellflower. Br. Ernest Martinez was included in the Archdiocese of Los Angeles' list of clergy accused of sexual misconduct involving minors. After leaving Bishop Mora, his whereabouts are unknown. Br. Martinez also worked in the Diocese of Oakland at Salesian High School in Richmond. Br. Ernest Martinez is currently believed to be working at St. Peter & Paul Church in San Francisco. It is unknown whether he has access to children.

Assignments:

1985-1989:	Bishop Mora Salesian High School, Los Angeles, CA
1990-2018:	Unknown

Fr. Angus McDonald



Ordination: 1965

Notes: Fr. Angus McDonald was identified as a perpetrator in at least two claims of sexual abuse in bankruptcy reorganization documents for the Diocese of Fairbanks in January 2010. Fr. McDonald worked at St. Clement's Church in Hayward, California in the Diocese of Oakland in approximately 1977. From 1985 until his death his whereabouts, status as a priest and whether he had access to children are unknown.

Assignments:

1966	On Duty Outside the Diocese; Collegio Nepomunceno, Rome, Italy
1967-1972	St. Patrick Church, Barrow, AK
1973	Holy Family Cathedral, Anchorage, AK
1974-1975	St. Thomas Seminary, Kenmore, WA
1976	Saints Simon and Jude Cathedral, Phoenix, AZ
1977	St. Clement's Church, Hayward, CA (OAK)
1978	St. Thomas More Church, Portland, OR
1979-1980	Cathedral Basilica of Our Lady of Peace, Honolulu, HI
1981	Holy Family Church, Honolulu, HI
1982-1983	St. Elizabeth Church, Aiea, HI
1984	St. Cecilia Church, Beaverton, OR
1985	Unknown
1986	Retired
1987	Unknown
1988	Died

Fr. Martin McKeon, O.F.M.



Ordination: 1952

Assignments:

1945-1946	Novitiate, San Luis Rey, CA
1945-1949	Unknown
1949-1953	Mission Santa Barbara, Santa Barbara, CA
1953-1964	St. Anthony's Seraphic Seminary, Santa Barbara, CA
1964-1968	Provincial Office, Oakland, CA; St. Elizabeth's, Oakland, CA
1968-1969	San Luis Rey College, San Luis Rey, CA
1979	Camp Pendleton, Camp Pendleton, CA
1968-1986	Mission San Luis Rey, San Luis Rey, CA
1986	Died (2/26/86)

Fr. Gerard T. McMahon



Ordination: 1961

Notes: Fr. Gerard T. McMahon was a military chaplain from the Archdiocese of Boston who worked in the Diocese of Oakland in the mid-1970s. In May 2006, McMahon pleaded guilty to rape and indecent assault on a girl in Foxboro, MA in 1967-1970. He was sentenced to a lifetime of probation, which was to be served in Florida.

Assignments:

1961-1964	St. John the Baptist, Haverhill, MA (BO)
1965-1968	St. Mary's, Foxboro, MA
1969-1970	St. Raphael's, Medford, MA
1971-1972	El Toro, Santa Ana, CA
1973-1976	Military and V.A. Chaplain, U.S. Navy, Alameda, CA (OAK)
1977-1978	Chaplain, USMC
1979-1990	Military Chaplain
1991-1996	Awaiting Assignment
1995-2006	On Duty Outside the Diocese
2007-2013	Unknown
2013	Died (5/21/2013)

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Fr. James P. McSorley, O.M.I.

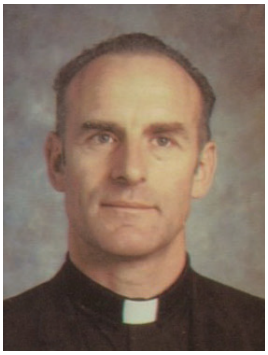


Ordination: 1946

Assignments:

1946-1948	Philippines
1948-1955	Kidapawan City, North Cotabato Mindanao, Philippines
1955-1961	Oblate Mission, Lagao, Cotabato Mindanao, Philippines
1961-1963	Oblate Mission House and Procure, Oakland, CA
1963-1967	St Ferdinand's, San Fernando, CA
1964-1965	St. Alice, Springfield, Oregon
1967-1969	Oblate Mission House and Procure, Oakland, CA
1969-1971	Unknown
1971-1972	Sacred Heart, Boise, ID
1972-1975	Our Lady of the Lake, McCall, Idaho; St. John, Cascade, Idaho; St. Jerome, Riggins, Idaho; St. Jude, Council, ID
1975-1977	Unknown
1977-1978	St. Joseph's, Pinole, CA
1979-1981	Holy Cross, Santa Cruz, CA
1981-1982	St. Mary's, Aberdeen, WA
1982-1983	Little Flower, Billings, MT
1983-1985	Nativity, Hollywood, FL
1984-1986	St. Thomas Center, Bothell, WA
1985-2005	Oblate Mission Home and Procure, Oakland, CA
2005	Died (5/27/05)

Fr. Albert (Alberto/Al) Mengon S.D.B



Ordination: 1966

Notes: Fr. Mengon, a member of the Salesian order, worked at many Salesian schools throughout his career as a priest. In 2006, he was identified in two depositions alleging he had sexually abused youth at a Salesian Camp.

Assignments:

1966-1967	Bishop Mora Salesian High School, Los Angeles, CA
1967-1976	Salesian High School, Richmond, CA (OAK)
1976-1979	St. Francis Junior High School, Watsonville, CA
1979-1984	Salesian High School, Richmond, CA
1984-1986	Bishop Mora Salesian High School, Los Angeles, CA
1986-1989	St. Francis Youth Center, Watsonville, CA
1989-1991	Salesian High School, Richmond, CA
1991-2008	Salesians of Don Bosco, Foreign Missions/St. Augustine's School, Lungi Sierra Leone, West Africa
2008-2011	St. Francis Youth Center, Watsonville, California; Our Lady Help of Christians, Watsonville, CA
2012-2013	St. Francis Central Coast Catholic High School; St. Francis Youth Center; Our Lady Help of Christians; Salesians of St. John Bosco Saint Francis Salesian Community; Vicars Forane; Presbyteral Council; Diocesan Consultors
2013-2014	Unknown
2014-2017	SS Peter and Paul
2018	Unknown

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Fr. Titian Jim Miani, S.D.B.



Ordination: 1955

Notes: Fr. Titian Miani is a Salesian priest who worked in four California dioceses—Los Angeles, Oakland, San Francisco, and Stockton. He has been accused of sexually abusing at least four children and has been named in at least three civil lawsuits alleging child sexual abuse. In 1947, while he was still in Italy, Fr. Miani was accused of assaulting a boy during a church retreat in Perdonone. After the abuse was reported, church officials allegedly sent him to do mission work with children in Brazil. Later, he worked at St. Mary's Home for Boys in Edmonton, Alberta, Canada, where he was accused of sexually abusing at least three students. Between 1959 and 1963, Fr. Miani was accused of abusing two high school-aged boys while working in the Archdiocese of Los Angeles. He went on to work at parishes and schools in the Archdiocese of San Francisco and the Diocese of Oakland. Fr. Miani left the Salesian order in 1974 and was incardinated into the Diocese of Stockton. In 1993, a woman reported to the Vicar for the Clergy's office in Los Angeles that she was sexually abused by Fr. Miani in approximately 1970 when she was in about sixth grade, and that Fr. Miani continued to sexually abuse her for several years. The Diocese of Stockton allegedly removed Fr. Miani from active ministry in 2002. In 2003, Fr. Miani was arrested and criminally charged with having sexually abused two girls in the 1960s in Bellflower. According to a 2008 lawsuit, Fr. Miani is believed to have abused more than 12 children in his two stints at St. John Bosco High School in Bellflower. Fr. Miani was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors. As part of its bankruptcy proceeding, the Diocese of Stockton included Fr. Miani in its list of claimed abusers. As of 2008, Fr, Miani was believed to be living in Stockton, California. Fr. Miani's current whereabouts and whether he has access to children are unknown.

Assignments:

1955-1957	St. Francis School, Watsonville, CA
1958-1959	St. John Bosco High School, Bellflower, CA
1959-1963	Bishop Mora Salesian High School, Los Angeles, CA
1964-1966	St. John Bosco High School, Bellflower, CA
1967-1968	Salesian High School, Richmond, CA (OAK)
1969-1972	Saints Peter and Paul, San Francisco, CA (SFR)
1972-1981	Holy Cross, Linden, CA
1981-1985	St. Patrick's, Angel's Camp, CA; St. Patrick's, Murphy, CA; Our Lady of the Sierra, Arnold, CA
1985-1993	St. Luke's, Stockton, CA
1993	Retired
1994-2018	Unknown

Fr. Eric R. Middlecamp, S.D.S.



Ordination: 1952

Assignments:

1953-1957	Salvatorian Seminary, St. Nazianz, WI
1958	1415 V St. NW, Washington D.C.,
1959	3315 Lowell Ave., Sioux City, IA
1960-1968	Salvatorian Seminary, St. Nazianz, WI
1969-1970	J.F. Kennedy Prep., St. Nazianz, WI
1971-1984	Salvatorian Center, New Holstein, WI
1985	Society of the Divine Savior, Oakland, CA (OAK)
1986-1994	St. Mark, Phoenix, AZ
1995-2004	Salvatorian- Jordan Hall, Milwaukee, WI
1996-2003	Salvatorian Foreign Missions
2005-2011	Retired, Salvatorian- Jordan Hall, Milwaukee, WI
2011	Died (3/6/2011)

Fr. Vincent Minh, C.Ss.R



Ordination: 1968

Assignments:

1969-1975	Unknown
1976-2000	Holy Redeemer, Portland, OR
1990-2000	Southeast Asian Vicariate, Portland, OR
2001	The Redemptorists/Denver Province, Denver, CO
2002-2004	Redemptorist Theology Residence, Chicago, IL
2005	Redemptorists, Oakland, CA (OAK)
2006-2018	Unknown

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Br. John Moriarty, F.S.C.



Ordination: 1951

Notes: Br. John Moriarty became a member of the Brothers of the Christian Schools (De la Salle Christian Brothers) in 1951. At least one survivor has alleged child sexual abuse by Br. Moriarty, from approximately 1975 to 1976, while he worked at St. Helena's retreat house. It is reported that he worked in California, Oregon, and East Africa throughout his career. Br. Moriarty has been named in at least one civil lawsuit. In 2005, it was reported that he was living at the Wounded Brothers Project in Missouri, a treatment center for troubled clergy. As of 2008, it was reported that he had been living at Monte La Salle in Napa, California. It is believed Fr. Moriarty died in 2013. From 1993 to his death in 2013, Br. Moriarty's whereabouts and whether he had access to children are unknown.

Assignments:

1952-1968	Unknown
1969-1973	LaSalle Manor, Plano, IL (JOL)
1974-1978	Christian Brothers' Retreat House, St. Helena, CA (SR)
1979-1983	Unknown
1984-1989	California State Polytechnic Institute, San Luis Obispo, CA; Cuesta College, San Luis Obispo, CA (MRY)
1990-1992	St. Mary's College, Moraga, CA (OAK)
1993-2018	Unknown

Fr. Joseph L. Murphy, S.J.



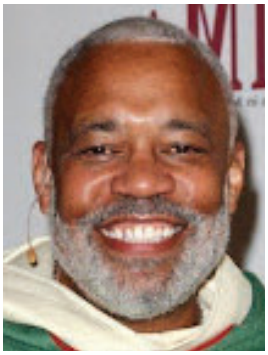
Ordination: 1936

Notes: According to the Archdiocese of Los Angeles, at least one survivor has come forward alleging child sexual abuse by Fr. Joseph L. Murphy, O.M.I., a member of the Oblates of Mary Immaculate Order, from approximately 1957 to 1960, while he worked at St. Ferdinand's in San Fernando. Fr. Murphy also worked in the Diocese of Oakland at St. Rose of Lima in Crockett. In 2013, his personnel file was released by the order, but did not include information on the alleged child sexual abuse. Fr. Murphy was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors.

Assignments:

1936-1956	Unknown
1957-1960	St. Ferdinand's, San Fernando, CA
1961	Oblates of Mary Immaculate, Mission House, San Fernando, CA
1962-1963	St. Ferdinand's, San Fernando, CA
1964-1974	Unknown
1975	Died

Fr. James Glenn Murray, O.M.I.



Ordination: 1979

Notes: Fr. James Glenn Murray was a Jesuit priest who worked at various parishes in California, North Carolina, Maryland, Ohio, and Washington D.C. In 2005, a report was made to the Province of the Society of Jesus that Fr. Murray sexually abused a student who was a minor in the early 1980s. The Jesuits claimed they informed the police who closed the case after the survivor wouldn't speak with the police. The Province deemed the allegation to not be credible and Fr. Murray was allowed to remain in ministry. In 2011, the Church revisited the case and based on new information, deemed the allegation to be credible and Fr. Murray was removed from active ministry. In 2011, it was reported that he was living in a monitored residence within the Jesuit Community. Fr. Murray's current whereabouts, his status as a priest, and whether he has access to children are unknown.

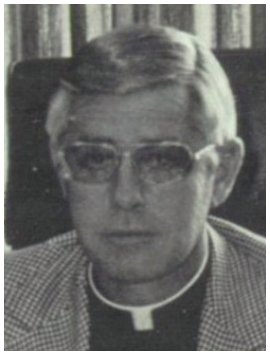
Assignments:

1979-1980	Jesuit School of Theology at Berkeley, Berkeley, California (OAK)
1980-1981	Holy Cross, Durham, NC; St. Bernadette's, Bunter, NC; Duke University, Durham, NC
1981-1988	St. Frances Academy, Baltimore, MD
1981-1982	Loyola College, Baltimore, MD
1982-1984	Jesuit Community at Loyola College, Baltimore, MD
1984-1991	All Saints, Baltimore, MD
1991-1992	Jesuit Community Corporation at St. Louis University, Jesuit Hall, St. Louis, MO
1988-2007	St. Henry's, Cleveland, OH
1989-2007	Office of Pastoral Liturgy, Cleveland, OH
2007-2011	St. Aloysius, Washington, D.C.
2011-2018	Unknown

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Fr. Thomas J. Naughton, S.J.



Ordination: 1965

Assignments:

1966	Bellarmine School of Theology of Loyola University, North Aurora, IL
1967	St. Stanislaus Novitiate, Cleveland, OH
1968	Jesuit High School, El Paso, TX
1969-1970	Jesuit High School, Tampa, FL
1971-1972	St. Louis University, St. Louis, MO
1973	Loyola University, New Orleans, LA
1974-1979	Jesuit College Prep. School, Dallas, TX
1980	The Jesuit School of Theology, Berkeley, CA (OAK)
1981-1982	Unknown
1983-1989	Manresa House of Retreats, Convent, CA
1990	Jesuit College Preparatory Inc., Houston, TX
1991	Immaculate Conception, New Orleans, LA
1992-1995	Montserrat Retreat House, Lake Dallas, TX
1996-2018	Unknown

Br. Mark O'Leary, O.P.

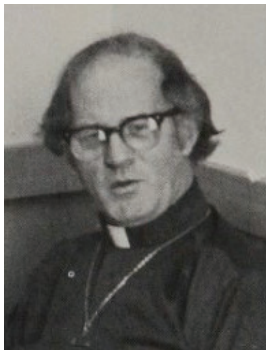


Ordination: Unknown

Assignments:

1965-1974	Daniel Murphy Catholic High School, Los Angeles, CA
1975	Dominican Fathers, Los Angeles, CA
1976-1979	Unknown
1980	St. Dominic, Los Angeles, CA
1981-1989	Unknown
1990-1992	Holy Rosary, Antioch, CA (OAK)
1993	Unknown
1994-1997	Dominican Order, Sienna House, Oakland, CA
1998	Unknown
1999-2002	St. Mary Magdalen, Berkley, CA
2003-2007	Unknown
2008-2017	Order of Preachers, Oakland, CA
2018	Unknown

Br. Lawrence O'Brien



Notes: Br. Lawrence O'Brien was a member of the Brothers of the Holy Cross religious order. Br. O'Brien's primary work was at homes for troubled youth. Br. O'Brien worked at Pius XII in Chester, NY; Boysville in Clinton, MI; and Rancho San Antonio in Chatsworth, CA. Br. O'Brien has been named in one civil lawsuit which alleged child sex abuse at Moreau High School in Hayward in approximately 1978 to 1981 in the Diocese of Oakland. Br. O'Brien died in August of 2000.

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Fr. Donald J. O'Shaughnessey (O'Shaughnessy)

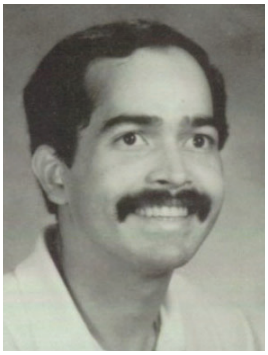


Ordination: 1955

Assignments:

1955-1956	West Baden College
1956-1957	St. Stanislaus Novitiate
1957-1958	Novitiate of the Sacred Heart
1958-1961	Loyola Academy (CHIC)
1961-1962	Loyola Academy
1962-1965	Loyola Academy
1965-1967	Brebeuf Preparatory School
1967-1980	Loyola Academy
1980-1981	The Jesuit School of Theology (OAK)
1981-1992	Loyola Academy
1992-1997	Colombiere Center
1997-2008	Faber Jesuit Community
2008-2010	Colombiere Center
2010-2013	Unknown
2013	Died (7/8/2013)

Br. Dan (Danilo) Pacheco, S.D.B.



Notes: Br. Dan Pacheco, a member of the Salesian religious order, was accused of sexual abuse at two different Catholic high schools in Southern California. Br. Pacheco also worked in the Diocese of Oakland for 21 years at Salesian High School in Richmond. It is believed that Br. Pacheco is deceased.

Fr. Alexander E. (A.E.) Pinter



Ordination: 1946

Assignments:

1946-1948	Unknown
1948-1959	St. Stephen's (TOL)
1959-1960	Irremovable Rector – St. Stephen's
1960-1961	Unknown
1961-1967	Absent of Leave
1967-1968	St. Leander (OAK)
1968-1970	Sick Leave; St. Leander (OAK)
1970-1971	Christ the King; Sick Leave (OAK)
1971-1975	Unknown
1975-1976	On Duty Outside Diocese St. Vincent de Paul
1976-1978	On Duty Outside Diocese St. Rita Church
1978	Died (11/15/78)

Fr. James W. Plamondon



Ordination: 1951

Notes: Fr. James W. Plamondon was ordained a priest of the Society of Jesus in 1951. Fr. Plamondon worked throughout the United States in Indiana, Washington, Alaska, Montana, California and Minnesota. In 1977, Fr. Plamondon left the priesthood to marry and reportedly moved to Worchester, Massachusetts. Fr. Plamondon's whereabouts and whether he had access to children from 1977 until his believed death in 1989 are unknown. In 2012, Fr. Plamondon's name appeared on the Diocese of Fairbanks' list of accused priests, religious, lay employees and volunteers against, whom a complaint of sexual abuse has been filed by one or more individuals.

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Fr. Robert Ponciroli



Ordination: 1969

Notes: Fr. Robert Ponciroli was accused of child sexual abuse in 2002 when a man reported to the police that he was sexually abused by Fr. Ponciroli at the Cathedral in approximately 1973 to 1974. In 1975, the parents of two boys at St. Cornelius, reported to the Bishop that Fr. Ponciroli had sexually abused their two sons. Other reports suggested to authorities that Fr. Ponciroli was "too free with boys, especially altar boys." In 2002, Fr. Ponciroli was named in a civil lawsuit alleging he sexually abused a boy in approximately 1980 while at St. Ignatius. Fr. Ponciroli was removed from ministry in 1995 after being named in a lawsuit alleging he sexually abused someone in the 1970s. Records in Fr. Ponciroli's priest file show that his superiors knew of sexual misconduct allegations as early as 1975. In 2003, Fr. Ponciroli was arrested and charged with molesting two altar boys in the 1980s, however the charges were dropped in 2003 after a California Supreme Court ruling. There are at least seven known child sex abuse victims of Fr. Ponciroli. It is believed Fr. Ponciroli died in approximately 2009 and was last known to be living in Florida. From 1999 until his alleged death in 2009, Fr. Ponciroli's status as a priest and whether he had access to children are unknown.

Assignments:

1969-1970	St. Leander, San Leandro, CA
1970-1974	Cathedral of St. Francis De Sales, Oakland, CA
1974-1975	St. Cornelius, Richmond, CA
1975	St. Jarlath's, Oakland, CA
1975-1979	Our Lady of Grace, Casto Valley, CA
1979-1983	St. Ignatius, Antioch, CA
1984	Unknown
1985	Sacred Heart, Oakland, CA
1986	Unknown
1987-1995	Immaculate Heart of Mary, Brentwood, CA
1987-1996	St. Anne, Byron, CA
1996-1999	St. Cyril, Oakland, CA
1999-2003	Retired – Florida
2003-2009	Unknown
2009	Died

Fr. James E. Poole, S.J.



Ordination: 1953

Assignments:

1953-1954	Alma College, Los Gatos, CA (SFR)
1954-1955	Seattle University, Seattle, WA
1955-1956	Manresa Hall, Port Townsend, WA
1956-1959	St. Lawrence, Mountain Village, AK; Pilot Station, AK (mission of St. Lawrence); Chakartulik, AK (mission of St. Lawrence); and Marshall, AK (mission of St. Lawrence)
1959-1964	St. Mary's Mission, St. Mary's, AK
1964-1965	Jesuit High School, Portland, OR
1965-1966	St. Patrick's, Barrow, AK
1966-1971	King Island Village, AK
1966-1979	St. Joseph's, Nome, AK; Little Diomede Island, AK (mission of St. Joseph's); and Teller, AK (mission of St. Joseph's)
1979-1980	Jesuit School of Theology, Berkeley, CA (OAK)
1980-1988	St. Joseph's, Nome, AK; Little Diomede Island, AK (mission of St. Joseph's); Teller, AK (mission of St. Joseph's); Unalakleet, AK (mission of St. Joseph's)
1988-1989	Bellarmine High School, Tacoma, WA (in residence); St. Joseph's Hospital and Health Care Center, Tacoma, WA (chaplain)
1990	Unknown
1991-2003	Bellarmine High School, Tacoma, WA (in residence); St. Joseph's Hospital and Health Care Center, Tacoma, WA (chaplain)
2003-2014	Retired (Regis Community, Spokane, WA)
2015-2018	Unknown

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Fr. James F.X. Pratt, S.J.



Ordination: 1986

Notes: In 2003, Fr. James Pratt, a Jesuit priest, was placed on leave from his assignment at Vanderbilt University in Nashville, Tennessee, because of an allegation of sexual abuse. The alleged abuse was said to have occurred 21 years previously, before Fr. Pratt was ordained to the priesthood. Following the accusation, Fr. Pratt was assigned to Society of Jesus New England Provincial Offices in Boston, Massachusetts. Fr. Pratt is believed to still be a priest, working at Loyola House in Boston, Massachusetts.

Assignments:

1986-1987	The Jesuit Community at Berkeley, Berkeley, CA (OAK)
1988-1990	Cathedral of the Incarnation, Nashville, TN
1990-1992	The Jesuit Community at Boston College, Chestnut Hill, MA
1992-1995	Jesuits of Holy Cross College, Worcester, MA
1994-1996	The Society of Jesus New England Provincial Offices, Boston, MA
1996-2001	Cathedral of the Incarnation, Nashville, TN
1996-2003	Vanderbilt University, Nashville, TN
1996-2003	Diocesan Coordinator of Campus Ministries, Nashville, TN
1998-2003	Diocesan Presbyteral Council and college of Consultors, Nashville, TN
2003-2004	Loyola House, Boston, MA
2004-2011	The Society of Jesus New England Provincial Offices, Boston, MA
2012-2016	Loyola House, Boston, MA

Fr. Richard Presenti, S.D.B.



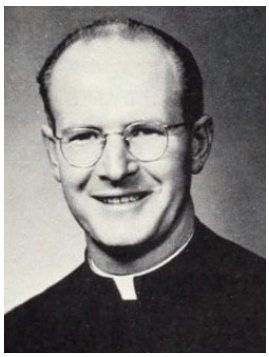
Ordination: 1968

Notes: Prior to his ordination, Fr. Richard Presenti was a Salesian brother and worked at Camp Salesian. Fr. Presenti has been named in at least four lawsuits alleging child sexual abuse. He is last known to have been living at the Salesian Provincial Residence in San Francisco. Fr. Presenti's status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1960s	Camp Salesian, Middletown, CA
1968-1974	Salesian High School, Richmond, CA (OAK)
1970s	Camp Salesian, Middletown, CA
1974-1980	St. John Bosco High School, Bellflower, CA
1980-1989	Salesian Provincial Residence, San Francisco, CA
1989-2000	St. John Bosco High School, Bellflower, CA
2000-2017	Salesian Provincial Residence, San Francisco, CA
2004-2006	St. Francis Central Coast Catholic High School, Watsonville, CA
2018	Unknown

Fr. James E. Prindeville



Ordination: Unknown

Notes: Fr. James Prindeville was named in a civil lawsuit in 2003, which alleged that he sexually abused a 16-year-old girl at Bishop O'Dowd High School between 1952 and 1953. Fr. Prindeville left the priesthood at some point after 1961 and married and is believed to have lived in San Jose until his death in 2004. After leaving the priesthood, he continued his association with the religious world by assisting former priests and religious with their resumes and job networking.

Assignments:

1949	Catholic University, Washington, D.C. (SFR)
1950-1951	St. Catherine of Sienna, Burlingame, CA (listed as James F. Prindeville in diocese pages)
1950-1951	Serra High School for Boys, San Mateo, CA (Not Indexed here, only in diocese pages)
1952-1953	St. Louis Bertrand, Oakland, CA
1952-1955	Bishop O'Dowd High School, Oakland, CA
1956-1961	Cathedral of St. Mary, San Francisco, CA; Sacred Heart School, San Francisco, CA
1958-1961	Director of Sodalities
1962-1973	St. Victor, San Jose, CA
1963-1974	Serra Club, San Jose, CA
1975-2004	Unknown
2004	Died

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Fr. Terrence Reilly, O.P.



Ordination: 1959

Notes: Fr. Terrence Reilly was a Dominican priest with ties to the Archdiocese of Los Angeles, Archdiocese of San Francisco, and Diocese of Oakland. He has been accused by at least three people of child sexual abuse. Fr. Reilly has been named in at least one civil lawsuit alleging child sexual abuse. In 2002, a victim reported child sexual abuse by Fr. Reilly while he was a student at Daniel Murphy High School in 1976. Fr. Reilly has also been accused of child sexual abuse at St. Agnes Catholic Church in Los Angeles. It is believed that Fr. Reilly was in residence for several years at Saint Dominic in San Francisco. It is also believed that Fr. Reilly was at St. Albert's Priory in Oakland for a period of time after 2003, a location where many accused priests have been housed. Fr. Reilly was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors. It is believed Fr. Reilly died in approximately 2016. Since 1980, Fr. Reilly's whereabouts, his status as a priest, and whether he had access to children are unknown.

Assignments:

1960-1969	Unknown
1970-1980	Daniel Murphy High School, Los Angeles, CA
1981-2018	Unknown

Fr. Arthur A. (Arturo) Ribeiro



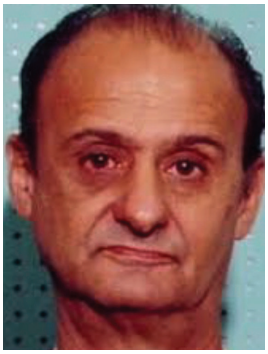
Ordination: 1950

Notes: Fr. Arthur Ribeiro has been named in at least five civil lawsuits alleging child sexual abuse. Fr. Ribeiro was named publicly as a sex offender by the Diocese of Oakland in July 2004. Fr. Ribeiro went on sick leave in 1982 and was confronted about his sexual misconduct by two priests in 1996. Fr. Ribeiro was removed from ministry shortly after the confrontation. Fr. Ribeiro has been accused by at least four people of child sexual abuse. It is believed that Fr. Ribeiro died in 2000. From 1981 until his death, his whereabouts, status as a priest, and whether he had access to children are unknown.

Assignments:

1951	St. Leander, San Leandro, CA (SFR)
1952	Five Wounds, San Jose, CA
1953-1957	Sacred Heart, Turlock, CA
1958-1961	St. Joseph of Cupertino, Cupertino, CA
1962-1964	All Saints, Concord, CA (OAK)
1965	St. Bede, Hayward, CA
1966	St. Joseph's, Berkeley, CA
1967	Our Lady of Grace, Castro Valley, CA
1968-1970	St. Columba, Oakland, CA
1971-1980	St. Perpetua, Lafayette, CA
1981-1992	Absent on Sick Leave
1993	Unknown
1994-2000	Retired
2000	Died (10/18/2000)

Fr. Edward Anthony Rodrigue



Ordination: Unknown

Notes: Fr. Rodrigue worked as a priest in the San Bernardino and San Diego dioceses for 22 years before retiring in 1983. He also worked in the Diocese of Oakland at St. Albert's Priory in Oakland. Fr. Rodrigue was routinely transferred from parish to parish due to his serial sexual abuse. Several boys reported Fr. Rodrigue's sexual abuse to clergy on many occasions, but either nothing was done, or Rodrigue was simply moved to a new parish. In 1979, Fr. Rodrigue pleaded no contest to a misdemeanor child molestation charge and was sentenced to probation, but was allowed to continue serving in the priesthood for another four years until his retirement. After further accusations surfaced, Fr. Rodrigue was laicized in 1992. According to a 1997 San Bernardino County Sheriff's report, Fr. Rodrigue admitted to sexually abusing four or five boys every year during his 22 years in the priesthood; it has been approximated that he has abused 150 victims. In 1998, he was sentenced to 10 years in prison for sexually abusing an 11-year-old mentally disabled student. Fr. Rodrigue's name was also included in San Diego and San Bernardino's list of priests credibly accused of sexual abuse released in 2007. It is believed Fr. Rodrigue was last known to be living in Reno, NV and may have died in 2009.

Assignments:

1962-1964	Mary Star of the Sea, La Jolla, CA (SD)
1964-1966	Our Lady of Perpetual Help, Lakeside, CA
1966-1967	St. John, Encinitas, CA
1967-1971	Our Lady of Guadalupe, Calexico, CA
1971-1972	Our Lady of Perpetual Help, Indio, CA
1972-1973	St. Joseph, Barstow, CA
1973-1974	St. Augustine, Eagle Mountain, CA
1974-1975	St. Michael, Poway, CA
1975-1977	Our Lady of Guadalupe, El Centro, CA
1977-1981	St. George, Ontario, CA
1981-1982	St. Joseph the Worker, Loma Linda, CA
1983	Retired
1984-2018	Unknown

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Fr. Norman J. Rogge, S.J.



Ordination: 1956

Notes: Fr. Norman J. Rogge was a Jesuit priest who worked in various parishes throughout Kansas, Connecticut, Texas, Florida, Alabama, California, and Louisiana. Fr. Rogge has been convicted twice for child sexual abuse in 1967 and 1985. In 1967, Fr. Rogge pleaded guilty to charges relating to child molestation and received three years' probation and was required to under psychiatric counseling. In 1985, Fr. Rogge pleaded no contest and reportedly received probation and was required to go to a Catholic treatment facility in New Mexico. For both convictions, his criminal record was wiped clean of the child molestation charges upon completing probation and after both convictions he was allowed to continue working as a priest. Additionally, numerous survivors have come forward alleging child sexual abuse by Fr. Rogge, with the earliest allegation in 1963. In 2002, a team of journalists exposed Fr. Rogge's sexually abusive past that resulted in him being sent to a Jesuit retirement community in New Orleans.

Assignments:

1956-1957	St. Mary's College, St. Mary's KS
1957-1958	St. Robert's Hall, Pomfret, CT
1958-1960	Jesuit High School of Dallas, Dallas, TX
1960-1979	Sacred Heart, Tampa, FL
1960-1979	Juvenile Detention Home, Tampa, FL
1979-1981	St. Ignatius, Mobile, AL
1981-1982	Jesuit Theological Union, Berkeley, CA (OAK)
1982-1985	Nativity of the Blessed Virgin Mary, Campti, LA; St. Joseph's, Trichel, LA; Our Lady of the Holy Rosary, Black Lake, LA; St. Patrick's, Montgomery, LA
1985-1988	Unknown
1988-1989	Ignatius Residence, New Orleans, LA
1989-2002	St. Charles College, Grand Coteau, LA
1998-2002	St. Charles Borromeo, Grand Coteau, LA; Christ the King, Bellevue, LA
2002-2009	Ignatius Residence, New Orleans, LA
2009	Died (2/4/09)

Br. Charles "Raimond" Rose



Notes: Brother Raimond Rose is an ordained member of Chicago's Christian Brothers of the Midwest and taught high school at Catholic schools in Minnesota, New York, North Dakota, Wisconsin and California for decades beginning in the 1960s. Reports of Brother Rose sexually assaulting students made their way to the Christian Brothers as early as 1966, and yet he continued to teach and travel with students on overnight retreats for years.

By 2009, at least 20 lawsuits had been filed against both Br. Rose and the Christian Brothers Order alleging Rose used his position as a teacher to sexually assault victims, and that the Order did nothing to protect students from future abuse after learning of his early attacks. Brother Rose was not removed from active ministry until 2002, nearly 40 years after the Christian Brothers first learned he had abused students. As of 2009, Brother Rose continued to live in a Christian Brothers Community in Chicago. It is believed Br. Rose is deceased.

Assignments:

Pre-1968	Unknown
1968-1972	Cretin-Derham Hall High School, St. Paul, MN (STP)
1972-1975	Unknown
1976-1980	Shanley High School, Fargo, ND
1981-2002	Unknown
2002	No longer in active ministry
2002	Chicago
2002-2018	Unknown

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Fr. Edmund K. Ryan, O.P.



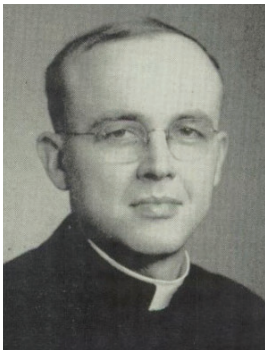
Ordination: 1965

Notes: Fr. Ryan was prohibited from public ministry in 2005 after the Dominican religious order found a sexual abuse allegation against him in Oregon, to be credible. Fr. Ryan's current status as a priest, his whereabouts, and whether he has access to children are unknown.

Assignments:

1965-1966	6172 Chabot Rd., Oakland, CA
1967-1968	241 S. Detroit St., Los Angeles, CA
1969-1972	St. Dominic's, Los Angeles, CA
1973-1974	St. Raymond's Dominican Retreat, Thousand Oaks, CA
1975-1976	Sienna House, Oakland, CA
1977	St. Dominic's, Los Angeles, CA
1978	Fathers of the Pious Schools, Los Angeles, CA
1979	Piarist Fathers, Los Angeles, CA
1980	Dominican Fathers and Brothers, Los Angeles, CA
1981-1982	University of Oregon, Eugene, OR
1983-1990	Holy Rosary, Portland, OR
1991-1992	Unknown
1993	Our Lady of Queen of the World Church, Pittsburg, CA
1994-2002	Star of the Sea Church, Brookings, OR
2003-2018	Unknown

Fr. Charles A. Saalfeld



Ordination: 1946

Assignments:

1946-1947	Alma College, Alma, CA (SFR)
1947-1948	Bellarmine Preparatory High School, Tacoma, WA
1948-1949	Manresa Hall, Port Townsend, WA
1949-1956	Marquette High School, Yakima, WA
1956-1957	St. Joseph's, Madison, WI
1957-1966	Monroe Catholic High School, Fairbanks, AK
1966-1973	St. Aloysius, Tanana, AK; Stations of St. Aloysius in Ruby, Galena, Bettles, Hughes, Huslia, Koyukuk, Manley Hot Springs, and Rampart, AK
1973-1974	Jesuit School of Theology, Berkeley, CA (OAK)
1974-1978	Our Lady of the Snows, Nulato, AK; Katlag, Koyukuk, AK (mission of Our Lady of the Snows)
1978	Died

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Fr. Anthony Slane, C.SS.R



Ordination: 1942

Notes: Fr. Anthony Slane was a member of the Redemptorist religious order. Fr. Slane was named in a civil lawsuit alleging that he sexually abused a child at St. Alphonsus Liguori in San Leandro. Fr. Slane also worked in the Archdiocese of Seattle and has been included on the Seattle archdiocese's 2016 list of clergy and religious with admitted, established or credible allegations against them of sexually abusing a minor. Fr. Slane died in 2010 while living at St. Clement Health Care Center in Liguori, Missouri.

Assignments:

1943	Immaculate Conception Seminary, Oconomowoc, WI
1944	Unknown
1945-1947	Holy Redeemer College, Oakland, CA (SFR)
1948- 1950	Villa San Clemente, Livermore, CA
1951-1953	St. Gerard Majella, Great Falls, MT
1954-1957	St. Alphonsus, Fresno, CA
1958-1960	Villa San Clemente, Livermore, CA
1961-1965	St. Alphonsus Liguori, San Leandro, CA (1962-OAK)
1966	Holy Redeemer, Portland, OR
1967 3696	Clay St., San Francisco, CA
1968-1981	Gerad Majella, Great Falls, MT
1982-1987	Our Lady of Good Help, Hoquiam, WA
1988-2002	Sacred Heart of Jesus, Seattle, WA
2003	Unknown
2004-2010	St. Clement Health Care Center, Ligouri, MO (STL)
2010	Died (4/4/10)

Fr. William J. Spine



Ordination: 1973

Notes: Fr. Spine was permanently removed from ministry in 2006 after the allegations of sexual abuse made against him were deemed credible. He has been accused of sexually abusing a teenaged boy under the age of 18 while serving in Peru in late 1970s. Fr. Spine's current status as a priest, his whereabouts, and whether he has access to children are unknown.

Assignments:

1973-1975	Jesuit School of Theology of Loyola University, Chicago, IL
1975-1981	Peru
1981-1983	St. Ignatius, Brooklyn, NY
1983-1986	St. Mary's, Moline, IL
1986-1989	Holy Family, Chicago, IL
1989-1990	Clark St. Jesuit Residence, Chicago, IL
1991-1991	Jesuit School of Theology, Berkeley, CA
1991-2001	Jesuit Community at Loyola University of Chicago, Chicago, IL
2001-2004	St. Paul's, Lexington, KY
2001-2006	Hispanic Ministry, Lexington, KY
2006-2007	Chicago Province of the Society of Jesus – Provincial Office, Chicago, IL
2007-2010	Unknown

Fr. Philip Steigerwald



Ordination: 1976

Notes: Fr. Philip Steigerwald has been named in at least one civil lawsuits alleging child sexual abuse. In 2002, a man alleged that he was abused by Fr. Steigerwald in 1978. The lawsuit claimed that the Church knew of the risk Fr. Steigerwald posed to young boys because they had previously been informed of his inappropriate conduct with a young boy before he was ordained while he was at Queen of Peace in Salem. It is believed that he worked at St. Raymond, in Dublin, California at some point during his career as a priest.

Assignments:

1977	Queen of Peace Church, Salem, OR
1978-1980	St. Paul Church, Eugene, OR
1981	Sacred Heart General Hospital an Oregon Charitable Corp., Eugene, OR
1982	Leave of Absence; Newton, Massachusetts
1983	Active Outside the Diocese; Our Lady of the Rosary, Union City, CA (OAK)
1984-1986	Absent on Leave
1987-1992	Unknown
1992	Died

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Fr. Gary B. Tollner



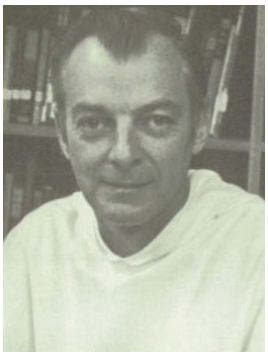
Ordination: 1961

Notes: Fr. Gary Tollner was accused in 1987 of sexually abusing an 11-year-old boy at St. Lawrence O'Toole beginning in 1966. In 1982, Fr. Tollner was accused of sexually abusing his 22-year-old developmentally disabled nephew; after this accusation was made, reports made by parishioners alleged that Fr. Tollner was engaging in suspicious behavior with young boys involving alcohol, drugs, and a hot tub. Fr. Tollner is believed to have sexually abused at least six minors. In 1985, Fr. Tollner was sent to St. Luke Institute, an institution know for treating priests accused of child sex abuse. Fr. Tollner was named publicly as a sex offender at the February 2004 Diocese of Oakland's apology service.

Assignments:

1961-1966	St. John the Baptist, El Cerrito, CA
1966-1971	St. Lawrence O'Toole, Oakland, CA
1971-1973	Santa Maria, Orinda, CA
1973-1985	St. Phillip Neri, Alameda, CA
1985-1995	St. Theresa of the Infant Jesus, Oakland, CA
1985-1999	Propogation of the Faith, Oakland, Ca
1988-1999	St. Peter the Apostle Society, Oakland, CA
1989-1999	Catholic Ladies' Aid Society, Oakland, CA
1999	Died

Fr. Leo Donald Tubbs, O.P.



Ordination: 1966

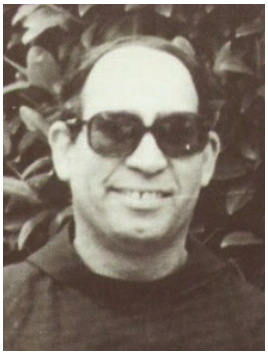
Notes: Fr. Donald Tubbs worked predominantly in Catholic schools for over three decades, after which he was moved to Oregon before being confined to a Dominican Order property in California. After his brief stay in Oregon, allegations were made that while there, Fr. Tubbs had "inappropriate contact with adult males" and "non-genital touching over clothing" with a 15-year-old. Afterwards, Fr. Edward Krasevac said Fr. Tubbs "had problems keeping his hands to himself." In 2004, Fr. Tubbs took an unauthorized trip alone to Bangkok to purportedly visit a friend. After this trip, Fr. Tubbs was put on "lockdown" within the Siena House in Oakland and had to be accompanied anytime he left the property. Fr. Tubbs was one of seven sex offenders living on a Dominican property in Oakland in 2004. The community was never made aware that the property was housing sex offenders. Fr. Tubbs' current whereabouts, his status as a priest and whether he has access to children are unknown.

Assignments:

1966-1968	St. Albert's College, Oakland, CA (OAK)
1969-1971	Daniel Murphy High School, Los Angeles, CA
1969-1970	Dominican Fathers, Los Angeles, CA
1972	University of San Diego High School, San Diego, CA
1973-1975	Dominican Fathers, Los Angeles, CA
1973-1974	Daniel Murphy High School, Los Angeles, CA
1975-1977	St. Raymond's Dominican Retreat, Thousand Oaks, CA
1978-1981	Daniel Murphy High School, Los Angeles, CA
1979-1981	Dominican Fathers and Brothers, Los Angeles, CA
1982-1983	Mater Dei High School, Santa Ana, CA
1982-1983	St. Raymond of Penyafort House, Santa Ana, CA
1984	St. Dominic's, Benicia, CA
1985	Holy Rosary, Antioch, CA (OAK)
1986	Dominican Order, Siena House, Oakland, CA
1987-1989	Holy Rosary, Antioch, CA
1990-1991	Holy Rosary Parish and Dominican Priory, Portland OR
1992	St. Benedict's Lodge, McKenzie Bridge, OR
1993	Dominican School of Philosophy and Theology, Berkeley, CA (OAK)
1993-2017	Dominican Order, Siena House, Oakland, CA (OAK)
2018	Unknown

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Fr. Robert M. Van Handel, O.F.M.



Ordination: 1975

Notes: Fr. Robert Van Handel was a Franciscan priest. He started a boys' choir in Berkeley, California and later moved to Santa Barbara, California, where he taught at St. Anthony's Seminary High School and founded the Santa Barbara Boys' Choir. At these locations, Fr. Van Handel allegedly abused at least 25 boys from 1975 to 1992, including his own nephew. Fr. Van Handel himself was allegedly sexually abused as a student at St. Anthony's in the 1960s. The first allegation of child sexual abuse against Fr. Van Handel came in 1992 and resulted in Fr. Van Handel being removed from active ministry and sent to treatment at St. Luke Institute, an institution known for treating priests accused of child sexual abuse. In 1994, Fr. Van Handel was criminally charged with abuse of students and sentenced to eight years in prison. He only served four years in prison and was on parole for four years. After his release in 1998, he moved to Santa Cruz, California, his last known location, where he is a registered sex offender. He was laicized in 1997. Fr. Van Handel was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors. As of 2013, Fr. Van Handel was believed to be residing in Gresham, Oregon. His current whereabouts and whether he has access to children are unknown.

Assignments:

1975-1991	St. Anthony Seminary, Santa Barbara, CA; Santa Barbara Mission, Santa Barbara, CA (LA)
1991-1992	Franciscan Friars Provincial House, Oakland, CA
1992	St. Luke Institute, Suiteland, MD
1993-2018	Unknown

Fr. Francis Verngren, F.S.C.



Ordination: 1936

Notes: Br. Francis Verngren was a member of the Brothers of the Christian Schools, Christian Brothers religious order. A man filed a civil lawsuit in 2003 alleging that Br. Verngren sexually abused the man when he was a minor from 1966 until 1970 while Br. Verngren was principal and head dorm resident at a Catholic school in Berkeley. The lawsuit was settled later in 2003.

Assignments:

1937-1939	Unknown
1940-1959	St. Peter's High School and Sacred Heart High School, San Francisco, CA (SFR)
1959-1969	St. Mary's College High School, Berkeley, CA (OAK)
1969-1984	St. Mary's College High School, Napa, CA
1984	Justin-Siena High School, Napa, CA
1985-1988	Unknown
1989	Began retirement- Holy Family Community, Napa, CA
1990-2001	Unknown
2002	Full retirement
2003	Died

Fr. John Vas

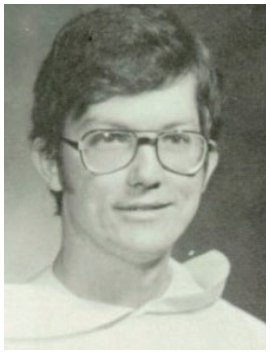


Ordination: Unknown

Notes: Br. John Vas was a member of the Salesians religious order who worked at Salesian High School in Richmond, CA in the 1950s and 1960s. Prior to the establishment of the Diocese of Oakland in 1962, Salesian High School was part of the Archdiocese of San Francisco. After 1962, the school became part of the Diocese of Oakland. In February 2008, a woman accused Br. Vas of sexually abusing her for nearly 7 years beginning in 1960s when she was 7 years old. Br. Vas, then a brother in the Salesian order, was the band instructor at Salesian High School, where her brother was a student. Br. Vas has reportedly been accused of sexually abusing at least one other person. As of 2008 Br. Vas was living in Florida with his wife of 38 years. It is unknown when the left the Salesian Order. Br. Vas' current whereabouts and whether he has access to children are unknown.

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Fr. Emmerich Vogt



Ordination: 1978

Notes: In February 2016, Fr. Vogt was accused of sexually abusing an altar boy for several years at Holy Rosary Church in Portland. The alleged abuse was said to have taken place over 20 years ago, in the mid-to late 1980s. The accuser claims to have told other priests about the abuse at the time; in response, they told him to obey Fr. Vogt. According to the 2017 Official Catholic Directory, Fr. Vogt is still working at Province of the Most Holy Name of Jesus – Western Dominican Province in Oakland, California.

Assignments:

1978-1979	St. Mary Magdalen, Berkeley, CA
1979-1980	St. Mary's College, Moraga, CA
1981-1984	St. Thomas Aquinas Priory Berkeley, CA
1984-1985	St. Mary's College, Moraga, CA
1986	St. Dominic Priory, San Francisco, CA
1987-1989	St. Mary's College, Moraga, CA
1990-1995	Holy Rosary Parish & Dominican Priory, Portland, OR
1995-1996	Unknown
1996-1999	Siena House Dominican Order, Oakland, CA
2000-2002	Holy Rosary Parish & Dominican Priory, Portland OR
2003-2006	St. Dominic Priory, San Francisco, CA
2004-2005	Oakland Western Dominican Province, Oakland, CA
2005-2008	Shrine of St. Jude Thaddeus, San Francisco, CA
2006-2011	Province of the Most Holy Name of Jesus – Western Dominican Province, Oakland, CA
2011-2012	Monastery of the Angels (Contemplative), Los Angeles, CA
2013-2015	St. Dominic, Los Angeles, CA
2016-2017	Province of the Most Holy Name of Jesus – Western Dominican Province, Oakland, CA

Fr. William J. Walsh



Ordination: 1954

Notes: In 1996, while on a foreign mission in China, five sisters accused their uncle, Fr. William J. Walsh, of sexually abusing them approximately 40 years earlier. Fr. Walsh was recalled from China and reassigned to Woodstock Jesuit Community at Georgetown University. Two years later, in 1998, the five sisters made their allegations public because the Jesuit order had not removed Fr. Walsh. The Order subsequently removed Fr. Walsh from active ministry. It was reported that the sisters had all been sexually abused individually and believed herself to be the only victim of Fr. Walsh. It was not until 40 years later that they reconciled their stories. One sister claimed Fr. Walsh had abused her up to 200 times. Fr. Walsh's whereabouts, his status as a priest, and whether he has access to children are unknown.

Assignments:

1954-1955	Woodstock College, Woodstock, MD
1955-1956	Jesuit Tertianship, Auriesville, NY
1956-1961	St. Ignatius, Baltimore, MD
1961-1965	Bishop's Latin School, Pittsburgh, PA
1965-1966	Unknown
1966-1967	Georgetown University, Washington, D.C.
1967-1973	Novitiate of St. Isaac Jogues, Wernersville, PA
1973-1975	Georgetown University, Washington, D.C.
1975-1979	Novitiate of St. Isaac Jogues, Wernersville, PA
1979-1980	Unknown
1980-1985	Jesuit Fathers and Brothers Maryland Provincial Curia, Baltimore, MD
1985-1986	Jesuit Community, Berkeley, CA (OAK)
1985-1991	St. Alphonsus House at St. Joseph University, Philadelphia, PA
1989-1991	Loyola Center at St. Joseph University, Philadelphia, PA
1991-1996	China
1996-1998	Woodstock Jesuit Community at Georgetown University, Washington, D.C.
1998-2010	Ferdinand Wheeler House, Baltimore, MD
2010-2012	Colombiere Jesuit Community, Baltimore, MD
2013-2018	Unknown

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Fr. Gerald ("Jerry") Wertz



Ordination: 1988

Notes: In 2011, Salesian priest Fr. Gerald Wertz was accused of sexually abusing a student at St. John Bosco High School in 1993 to 1994. As of 2018, Fr. Wertz is believed to be living at the Salesian Provincial Residence in San Francisco, California. His status as a priest and access to children are unknown.

Assignments:

1989-1993	St. John Bosco High School, Bellflower, CA (LA)
1994	Salesian Community, Berkeley, CA (OAK)
1995-1996	Salesian Provincial Residence, San Francisco, CA (SFR)
1997	Unknown
1998-2001	Salesian High School, Richmond CA (OAK)
2002-2005	Salesian Community, Berkeley, CA (OAK)
2006	Unknown
2007-2016	Salesian Provincial Residence, San Francisco, CA (SFR)
2017-2018	Unknown

Fr. Gordon Wilcox, C.S.C.



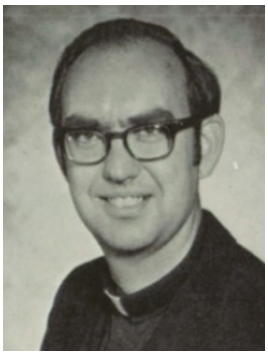
Ordination: Unknown

Notes: Fr. Gordon Wilcox was a member of the Congregation of the Holy Cross religious order. Fr. Wilcox has been named in at least one civil lawsuit alleging child sexual abuse. The abuse allegedly occurred in approximately 1971 at Moreau High School in Hayward. Fr. Wilcox sexually abused the victim along with Donald Eagleson, another known child sexual abuser.

Assignments:

1956-1960	St. George's College, Chile (FTW)
1961-1963	University of Portland, Portland, OR
1964-1970	Notre Dame High School, Niles, IL
1971-1978	Moreau High School, Hayward, CA (OAK)
1979-1981	Unknown
1982	University of Portland, Portland, OR
1983	Unknown
1984	Moreau Seminary, Notre Dame, IN
1984	Died

Fr. Stephen (Steve) Whelan S.D.B



Ordination: 1969

Notes: Fr. Stephen Whelan is a Salesian priest who worked in several California dioceses, including the Diocese of Oakland and Archdiocese of San Francisco. In a 2003 civil lawsuit, Fr. Whelan was accused of sexually abusing a child from 1970 to 1971 at St. John Bosco High School in Richmond, California. The jury returned a verdict in favor of the survivor. Following the verdict, Fr. Whelan was removed from ministry and sent to a provincial house in Berkeley, California, where he is believed to still reside.

Assignments:

1970	Salesian High School, Richmond, CA (OAK)
1971-1978	St. John Bosco High School, Bellflower, CA (LA)
1979-1980	St. Francis Junior High School, Watsonville, CA (MRY)
1981-1983	Unknown
1984-2005	SS. Peter and Paul, San Francisco, CA (SFR)
2006-2008	Salesian Provincial Residence, San Francisco, CA (SFR)
2009-2016	Berkeley Salesians of Don Bosco, Berkeley, CA (OAK)
2017-2018	Unknown

Fr. Terrence Wong



Ordination: Unknown

Notes: Fr. Terrence Wong was a member of the Marianist religious order. Fr. Wong was accused of child sexual abuse in a civil lawsuit, alleging that the abuse took place in approximately 1967 to 1970 at St. Joseph High School in Alameda. Fr. Wong died in 1997.

Br. Peter Yost, O.P.



Ordination: Unknown

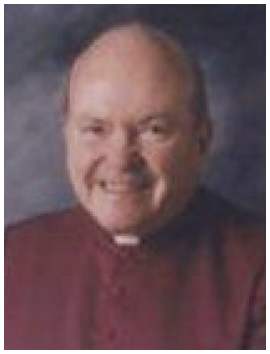
Notes: In 2005, Br. Peter Yost was accused of engaging in inappropriate physical contact with an 11-year-old boy in the early 1960s. Br. Yost was 75 years old at the time the allegations surfaced, and his therapist judged him to be no danger to children. Br. Yost was reportedly in charge of maintenance at St. Dominic's in San Francisco before arriving at St. Albert's Priory in Oakland. As of 2008, he was believed to be living at St. Albert's Priory in Oakland. His status as a priest, current whereabouts, and access to children are unknown.

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Clergy Accused of Sexual Misconduct in the Archdiocese of San Francisco

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Msgr. Peter Gomez Armstrong



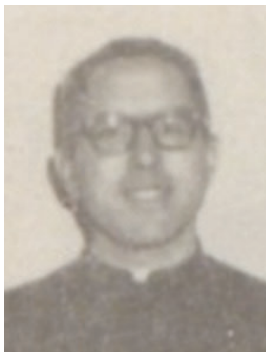
Ordination: 1954

Notes: Msgr. Peter Gomez Armstrong has been accused of sexually abusing at least one child. Msgr. Armstrong's whereabouts and whether he had access to children from 2001 to 2009 are unknown.

Assignments:

1954-1959	St. Pius, Redwood City, CA
1960-1996	Catholic Youth Organization, San Francisco, CA
1961-1963	St. Patrick's, San Francisco, CA
1963-1975	Boys' Home, San Francisco, CA
1975-1979	St. Vincent School for Boys, San Rafael, CA
1979-2001	St. Pius, Redwood City, CA
2001-2009	Retired
11/17/2009	Died

Fr. Rene Astruc



Ordination: 1954

Assignments:

1955-1957	Alma College, Los Gatos, CA (SFr)
1958-1963	St. Michael's Church, St. Michael, AK
1964-1965	Holy Cross Mission, Holy Cross, AK (Fbk)
1966-1970	St. Mary Church, St. Mary (Andreafsky), AK
1971-1975	Bishop's House and Sacred Heart Cathedral Rectory, Fairbanks, AK
1976-1978	Jesuit House, Anchorage, AK (ANC)
1979-1980	St. Joseph Church, Kotlik, AK (FBK)
1981-1982	Jesuit House, Anchorage, AK (ANC)
1983-1985	Jesuit Residences, Anchorage, AK
1986-1987	Jesuit Houses, Anchorage, AK
1998-2002	Brother Joe Prince Jesuit community, St. Mary's, AK (FBK)
2000-2001	St. Joseph Church, Kotlik, AK; St. Lawrence Church, Mountain Village, AK
2002	Died

Fr. James W. Aylward



Ordination: 1964

Notes: Fr. James Aylward was accused of sexually abusing a child in a civil lawsuit, which was subsequently settled by the Archdiocese of San Francisco. Fr. Aylward's current whereabouts and whether he has access to children are unknown.

Assignments:

1964-1965	St. Emydius, San Francisco, CA
1965-1967	St. Dunstan's, Millbrae, CA
1967-1970	St. Timothy's, San Mateo, CA
1970-1973	St. Bartholomew's, San Mateo, CA
1974	Catholic University, Washington D.C.
1975	Unknown
1976-1978	St. Gabriel's, San Francisco, CA
1978-1980	Most Holy Redeemer, San Francisco, CA
1981-1986	Good Shepherd, Pacifica, CA
1986-1990	St. Emydius, San Francisco, CA
1990-1995	St. Sylvester's San Rafael, CA
1995-1998	St. Catherine of Siena, Burlingame, CA
1998-2000	Our Lady of Mt. Carmel, Mill Valley, CA
2000-2005	Absent on leave
2005-2017	Retired
2018	Unknown

Fr. Theodore Baquedano-Pech



Ordination: Unknown

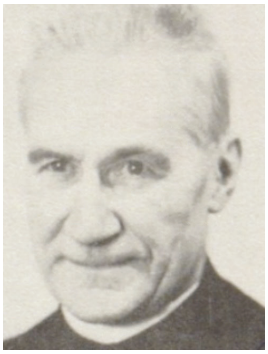
Notes: Fr. Theodore Baquedano-Pech was named in a civil child sexual abuse lawsuit, which was subsequently settled by the Archdiocese of San Francisco. The alleged abuse occurred in the 1960s and 1970s while Fr. Baquedano-Pech was working at a parish in San Francisco. He was removed from parish duties in connection with allegations of child sexual abuse in 2010. Fr. Baquedano-Pech's status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

Unknown	Church of the Epiphany, San Francisco, CA
Unknown	South Korea
2010	Removed from ministry in Yucatan, Mexico
2010-2018	Unknown

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Fr. John B. Baud, S.J.



Ordination: 1932

Assignments:

1919-1923	Jesuit Novitiate, Los Gatos, CA (SFr) (seminarian)
1923-1926	Mount St. Michael's, Spokane, WA (philosophical studies)
1927-1929	Yakima, WA (teacher)
1929-1930	Holy Cross Mission, Holy Cross, AK (prefect of boarding school for boys)
1930-1935	Weston College, Weston, MA
1936-1951	St. Peter Claver's Mission, Nulato, AK
1952-1962	Our Lady of the Snows Church, Nulato, AK
1963-1965	Holy Family Church, Glenallen, AK
1966	St. Mary Church, St. Mary (Andreafsky), AK
1967-1968	St. Mary's of Kodiak and the Islands, Kodiak, AK
1968	Died

Fr. Thomas Bettencourt



Ordination: Unknown

Notes: Fr. Thomas Bettencourt worked in the Archdiocese of San Francisco and the Diocese of San Jose. According to the Diocese of San Jose, Fr. Bettencourt engaged in sexual misconduct with a child while at St. Justin Parish in 1982. In 1997, the Diocese of San Jose received a report that Fr. Bettencourt sexually abused a child. The Diocese of San Jose included Fr. Bettencourt in its list of clergy with credible allegations of sexual abuse of children.

Assignments:

1974-1975	Mater Dolorosa Parish, South San Francisco, CA (SFR)
1975-1976	Santa Teresa Parish, San Jose, CA (SFR)
1976-1979	St. Lucy Parish, Campbell, CA (SFR)
1979-1981	O'Connor Hospital, San Jose, CA (1979-1980 SFR; 1981 SJ)
1981-1982	St. Justin Parish, Santa Clara, CA (SJ)
1982-1988	St. Mary of the Immaculate Conception, Los Gatos, CA (SJ)
1989	Unknown
1990	Died

Br. Salvatore Billante, S.D.B.



Ordination: Unknown

Notes: Br. Salvatore Billante allegedly sexually abused as many as 25 children between 1969 and 1989. At some point during this time period, Br. Billante reportedly worked at Salesian High School in Richmond and Corpus Christi Church in San Francisco. Br. Billante pled guilty to sexually abusing a child. He was sentenced to eight years in prison. He was released in 1994 and registered as a sex offender. Br. Billante was arrested again in 2002 for child sexual abuse. Br. Billante was involved in at least one civil suit. Br. Salvatore Billante's status a brother, current whereabouts, and whether he has access to children are unknown.

Fr. William Norbert Bischoff



Ordination: 1947

Assignments:

1948-1950	Alma College, Alma, CA (SFr)
1951-1952	Gonzaga University, Spokane, WA
1953	Manresa Hall, Port Townsend, WA
1954-1962	Gonzaga University, Spokane, WA
1963-1965	Unknown
1966	Indian Missions, MT
1967-1969	Jesuit Missions, Box 4408, Portland, OR
1970-1991	Seattle University, Seattle, WA
1991	Died

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Fr. John "Jack" A. Bradley, S.J.



Ordination: 1954

Assignments:

1955	Alma College, Los Gatos, CA (SFr)
1956-1957	St. Joseph, Seattle, WA
1958	Manresa Hall, Port Townsend, WA
1959	St. Mary's, Pendleton, OR
1960-1965	St. Aloysius, Spokane, WA
1966-1970	Our Lady of Angels, San Diego, CA
1971-2018	Unknown

Fr. James E. Braley



Ordination: 1975

Assignments:

1975	St. Charles', Woburn, MA
1975-1981	St. Peter's, Cambridge, MA
1981-1986	Archbishop Williams High School, Braintree, MA
1986-1990	St. James, Salem, MA
1990-1994	St. Mary's, Lynn, MA
1994	Our Lady Star of the Sea, Marblehead, MA
1994-2000	St. Catherine of Siena, Norwood, MA
2000-2001	Vatican II Institute, Menlo Park, CA
2001	Emergency Response Team, Boston, MA
2001-2012	Blessed Kateri Tekakwitha, Plymouth, MA
2012-2016	Administrative leave
2017-2018	Unknown

Fr. Roberto Bravo



Ordination: 1998

Notes: Fr. Roberto Bravo was accused of sexually abusing six children in 1999. He was transferred to San Francisco and then to St. Albert's Seminary in 2002, along with other clerics accused of child sexual abuse. Fr. Bravo's status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1998-1999	Holy Rosary, Antioch, CA
1999-2000	Newman Center, Salt Lake City, UT
2000-2002	St. Dominic's, San Francisco, CA
2002-2005	St. Albert's Priory, Oakland, CA
2005-2018	Unknown

Fr. Vincent Ignatius Breen



Ordination: 1936

Notes: Msgr. Vincent Breen worked in the Archdiocese of San Francisco and the Diocese of Oakland, and he has been accused of sexually abusing several children throughout his career as a priest. The allegations are related to his 29-year tenure at Holy Ghost in Fremont. According to police reports, one parishioner had been told not to leave her daughters around Msgr. Breen. Msgr. Breen allegedly took pictures of the girls and let the young girls jump on a trampoline in his room while he abused them. Many young girls told school officials about the abuse, but no steps were taken to stop or report the abuse. In 1976, Msgr. Breen was investigated, but the investigation was led by another alleged child molester. The results of the investigation were never made public. In 1981, police investigated Msgr. Breen in the wake of reports that he had sexually abused children. The investigation indicated that at least eight girls had been sexually abused by Msgr. Breen. No criminal charges were filed on the condition that Msgr. Breen retire, leave the area, and seek counseling. It is believed that he may have sexually abused as many as 100 young children. Msgr. Breen has been named in at least two civil lawsuits alleging child sexual abuse.

Assignments:

1936-1938	St. Mary's, Stockton, CA
1938-1942	Catholic University, Washington, DC
1942-1944	Nativity, San Francisco, CA
1944-1946	St. Joseph Military Academy, Belmont, CA
1944-1952	Serra High School for Boys, San Mateo, CA
1952-1953	St. Mary's, Walnut Creek, CA
1953-1982	Holy Ghost, Fremont, CA (SFR until 1961; OAK 1962 forward)
1982-1986	Retired
1986	Died

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Fr. John J. Brown, S.J.



Ordination: 1948

Assignments:

1949	Alma College, Alma, CA (SFr)
1950	Manresa Hall, Port Townsend, WA
1951-1957	Sacred Heart Church, De Smet, ID
1958	St. Ignatius Mission, St. Ignatius, MT
1959-1973	St. Charles Borromeo, Pryor, MT
1974-2018	Unknown

Fr. Edward Thomas Burke, S.J.



Ordination: 1956

Notes: Fr. Edward Thomas Burke was a Jesuit priest who worked in the Archdiocese of San Francisco, Diocese of San Jose, and Archdiocese of Los Angeles. While working at Sacred Heart Jesuit Center in the late 1990s, Fr. Burke admitted to a superior that he had repeatedly sexually abused a mentally disabled man. Following the admission, Fr. Burke's superiors elected not to notify authorities, and instead relocated Fr. Burke to Santa Clara University. Two years later, in 2002, the Santa Clara District Attorney's Office investigated allegations that several Jesuits at Sacred Heart Jesuit Center had subjected a mentally impaired men to repeated acts of sodomy, molestation, and false imprisonment. Among the accused was Fr. Burke. At 80 years old, Fr. Burke was criminally charged, pleaded guilty, and was sentenced to two years in state prison. The criminal charges were followed by a civil lawsuit which the Jesuits settled.

Assignments:

1956-1957	Alma College, Los Gatos, CA (SFR)
1957-1958	Manresa Hall, Port Townsend, WA
1958-1966	Brophy College Prep, Phoenix, AZ
1966-1967	Loyola High School, Los Angeles, CA
1967-1969	Sacred Heart Novitiate, Los Gatos, CA (SFR)
1969-1970	Bellarmine College Prep. High School, San Jose, CA (SFR)
1970-1977	Brophy College Prep. Phoenix, AZ
1977-1978	Loyola High School, Los Angeles, CA
1978-2000	Sacred Heart Jesuit Center, Los Gatos, CA (SJ)
2000-2002	Santa Clara University, Santa Clara, CA (SJ)
2002-2009	Sacred Heart Jesuit Center, Los Gatos, CA (SJ)
2009	Died

Fr. Francis Burris (Burrus) S.J.



Ordination: 1937

Assignments:

1937-1938	Alma College, Alma, CA (SFr)
1938-1939	Manresa Hall, Port Townsend, WA
1939-1940	St. Patrick's, Dockton, WA
1940-1942	Gonzaga University College and High School, Spokane, WA
1942-1946	St. Mary's Indian Mission, Omak, WA
1942-1946	St. Anthony's Chapel, Desautel, WA
1942-1944	East Omak, WA
1944-1946	St. Joseph's, East Omak, WA
1944-1946	Malott, WA
1946-1950	Gonzaga University, Spokane, WA
1950-2018	Unknown

Fr. Kenneth J. Cabral



Ordination: 1950

Assignments:

1950-1953	St. Bernard's, Tracy, CA (STO)
1953-1954	St. Leo's, San Jose, CA (SFr)
1954-1963	St. Lawrence O'Toole's, Oakland, CA (1954-1961: SFR; 1962-1964: OAK)
1963-1965	St. Catherine of Sienna, Martinez, CA
1965-1967	St. Joseph the Worker, Berkeley, CA
1967-1970	St. Mary's, Walnut Creek, CA
1970-1971	St. Columba's, Oakland, CA
1971-1975	St. Perpetua's, Lafayette, CA
1975-1984	St. Margaret Mary's, Oakland, CA
1984-1986	St. Alphonsus Liguori, San Leandro, CA
1987	Unknown
1988-1991	Absent on sick leave
1991-2000	Retired

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Fr. Francis W. Callan, S.J.



Ordination: 1946

Assignments:

1946-1947	Alma College, Alma, CA (SFr)
1947-1948	St. Aloysius, Spokane, WA
1948-1949	Unknown
1949-1951	St. Mary's Indian Mission, Omak, WA
1951-1956	St. Joseph's, Hardin, MT
1956-1957	St. Stanislaus, Lewiston, ID
1957-1958	St. Mary's, Pendleton, OR
1958-1959	Unknown
1959-1960	Mt. St. Michael's Scholasticate, Spokane, WA
1960-1962	Manresa Hall, Port Townsend, WA
1962-1965	Madre de Dios, Winslow, AZ
1965-1968	Brophy Preparatory High School, Phoenix, AZ
1968-1969	Unknown
1969-1970	St. Mary's, Shaw, OR
1970-1973	Unknown
1973-1991	Oregon State, Hospital, Salem, OR
1991	Died

Fr. Daniel E. Carter



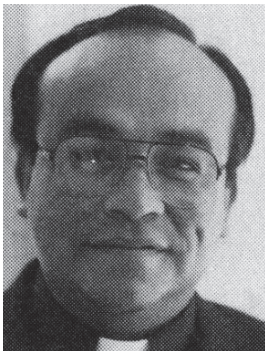
Ordination: 1979

Notes: In 2002, Fr. Daniel E. Carter was named in a civil child sexual abuse lawsuit. The Archdiocese of San Francisco placed Fr. Carter on leave, but ultimately determined that the allegations against him were inconclusive and returned him to ministry while the lawsuit was still pending. As of 2018, Fr. Carter was believed to be in ministry at Our Lady of Lourdes in San Francisco and St. Paul of the Shipwreck Parish in San Francisco.

Assignments:

1970s	Religious brother at Notre Dame des Victoires Parochial School, San Francisco, CA
1979-1989	All Hallows, San Francisco, CA
1985-1995	Our Lady of the Pillar, Half Moon Bay, CA
1985-1995	St. Anthony's, Pescadero, CA
1989-1990	Our Lady of Lourdes, Moss Beach, CA
1989-1995	Our Lady of Refuge, La Honda, CA
1994-1995	Mission Delores, San Francisco, CA
1995-2001	St. James, San Francisco, CA
1996-2002	Youth Guidance Center, San Francisco, CA
2001-2002	Immaculate Heart of Mary, Belmont, CA
2002-2003	Administrative leave
2003	Immaculate Heart of Mary, Belmont, CA
2003-2005	St. Kevin's, San Francisco, CA
2005-2011	Our Lady of Lourdes, San Francisco, CA
2005-2011	All Hallows Chapel, San Francisco, CA
2011-2018	Our Lady of Lourdes, San Francisco, CA
2018	St. Paul of the Shipwreck Parish, San Francisco, CA

Fr. Jose Chavarin



Ordination: Unknown

Notes: Fr. Jose Chavarin was a priest from Mexico. Fr. Chavarin was accused of child sexual abuse, from 1986 to 1991, while he worked for the Diocese of San Diego. In 2008, the Diocese of San Diego learned about the allegations of child sexual abuse by Fr. Chavarin and notified the Archdiocese of San Franciso, where Fr. Chavarin was working at the time. The Archdiocese of San Francisco placed Fr. Chavarin on administrative leave. He subsequently fled to his native country of Mexico. Fr. Chavarin's current whereabouts and whether he has access to children are unknown.

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Fr. Edmond G. Cloutier



Ordination: 1946

Notes: Fr. Edmond G. Cloutier allegedly sexually abused at least four children at Star of the Sea in San Francisco. He was named in a civil lawsuit related to the alleged abuse. Fr. Cloutier's whereabouts and whether he had access to children between 1981 and his death in 2003 are unknown.

Assignments:

1946-1953	St. Andre's, Biddeford, ME
1953-1960	Star of the Sea, San Francisco, CA (SFR)
1960-1963	Corpus Christi, Piedmont, CA (1960-1961: SFR; 1962-1963: OAK)
1963-1965	St. Joseph's, Alameda, CA
1965-1981	St. Augustine's, Pleasanton, CA
1981-1985	Retired
1985-1986	Unknown
1986-1987	Retired (P.O. Box 1095, Salida, CA)
1987-1995	Retired
1995-1997	Bishop Begin Villa, Oakland, CA
1997-2000	Unknown
2000-2002	Retired
2002-2003	Unknown
4/9/2003	Died

Fr. Jules M. Convert



Ordination: 1940

Assignments:

1940-1941	Alma College, Alma, CA (SFr)
1942-1943	Manresa Hall, Port Townsend, WA
1944-1945	St. Francis Xavier Mission, Kotzebue, AK
1944-1947	St. Theresa of the Child Jesus, Hooper Bay, AK
1948-1949	Sacred Heart, Chevak, AK
1950-1954	St. Michael, St. Michael, AK
1955-1956	Holy Cross Mission, Holy Cross, AK
1957-1967	Little Flower of Jesus, Kaltag, AK
1968-1969	St. Ann, Teller, AK
1970	Little Flower of Jesus, Kaltag, AK
1971-1973	St. Mary, St. Mary, AK
1974-1979	Church of the Nativity, St. Mary, AK
1980-1994	Unknown
1995	Died

Fr. Patrick J. Conway



Ordination: 1934

Assignments:

1934-1935	Alma College, Alma, CA (SFR)
1935-1937	St. Francis Xavier's, Missoula, MT
1937-1938	St. Stanislaus', Lewiston, ID
1938-1946	Bellarmine High School, Tacoma, WA
1946-1947	Gonzaga University High School, Spokane, WA
1947-1951	St. Francis Xavier Mission, Crow Native American Reservation, St. Xavier, MT; Our Lady of Loretto, Lodgegrass, MT; St. Anthony's, Wyola, MT; St. Denis, Crow Agency, MT
1952-2018	Unknown

Fr. Paul F. Corkery, S.J.



Ordination: 1923

Assignments:

1923-1930	St. Ignatius College, San Francisco, CA
1930-1931	Manresa Hall, Port Townsend, WA
1931-1940	Gonzaga University and High School, Spokane, WA
1940-1943	Bellarmine High School, Tacoma, WA
1943-1948	St. Joseph's, Yakima, WA
1943-1948	St. Mary's, Native American Reservation, Yakima County (Mission of St. Joseph's)
1948-1959	St. Mary's Indian Mission, Omak, WA
1948-1957	St. Anthony's, Chapel, Desautel, WA (Mission of St. Mary's)
1953-1958	St. Gertrude's, Monse, WA (Mission of St. Mary's)
1949-1959	St. Joseph's, East Omak, WA (Mission of St. Mary's)
1959	Died

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Fr. Robert F. Corrigal, S.J.

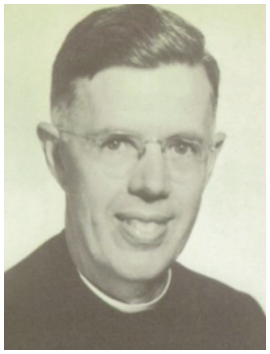


Ordination: 1959

Assignments:

1959-1960	Alma College, Alma, CA (SFR)
1961	Manresa Hall, Port Townsend, WA
1962-1963	St. Mary's Mission, St. Mary's Mission, AK
1964-1965	Pilot Station Mission, Pilot Station, AK
1966	St. Lawrence, Mountain Village, AK
1967-1968	Immaculate Conception, Bethel, AK
1969-1970	St. Theresa, Aniak, AK
1971-1972	University of Nevada, Las Vegas, NV
1973	Gonzaga University, Spokane, WA
1974-1978	Immaculate Conception, Fairbanks, AK
1979-1987	Unknown
1988	Died

Fr. John A. Coughlin, S.J.



Ordination: 1934

Assignments:

1934-1938	Alma College, Alma, CA (SFR)
1939	Unknown
1940-1943	Mt. St. Michael Scholasticate, Spokane, WA
1944-1948	Gonzaga University, Spokane, WA
1949-1950	St. Francis Xavier, Missoula, MT
1951	Gonzaga University, Spokane, WA
1952-1957	Seattle Prep High School, Seattle, WA
1958	Gonzaga University, Spokane, WA
1959-1963	Gonzaga Prep High School, Spokane, WA
1964	Bellarmine High School, Tacoma, WA
1965	Died

Fr. Arthur Manuel Cunha



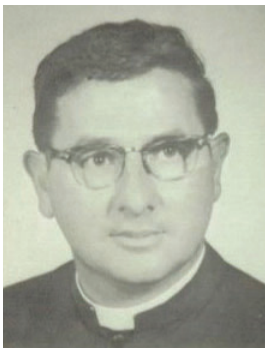
Ordination: 1984

Notes: Fr. Arthur Manuel Cunha was arrested in 1986, pleaded guilty, and was sentenced to 60 days in jail and four months of counseling in connection with sexually abusing two boys. Fr. Cunha has named in multiple civil child sexual abuse lawsuits. Fr. Cunha's status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1984-1986	Our Lady of Loretto, Novato, CA
1986-1987	Absent on sick leave
1987-1989	Unknown
1989-1991	Absent on leave
1991-2018	Unknown

Fr. Sidney J. Custodio



Ordination: Unknown

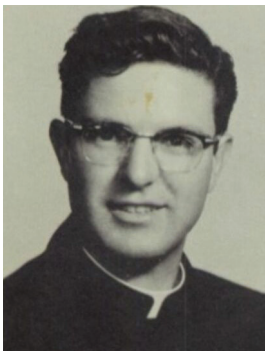
Notes: At least one survivor has come forward alleging child sexual abuse by Fr. Sidney J. Custodio, from approximately 1960 to 1963, while he worked at St. Gregory in San Mateo, California. In addition to being assigned in the Archdiocese of San Francisco, he reportedly also worked in the Diocese of Oakland at St. Paschal Baylon in Oakland. Fr. Custodio has been named in at least one civil lawsuit. As of 2008, he was believed to be living in Menlo Park, California. Fr. Custodio's current whereabouts, status as a priest, and whether he has access to children are unknown.

Assignments:

1955	St. Raphael's, San Rafael, CA (SFR)
1956-1957	Bishop O'Dowd High School, Oakland, CA (SFR)
1958-1965	Serra High School for Boys, San Mateo, CA (1958-1961: SFR; 1962-1965: OAK)
1965	Immaculate Heart of Mary, Belmont, CA
1966-1967	St. Patrick's, San Jose, CA
1968	St. Thomas More, San Francisco, CA
1969	St. Peter, Pacifica, CA
1970-1973	St. Michael's, San Francisco, CA
1974	St. Anthony, Menlo Park, CA
1975-2018	Unknown

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Fr. Bernard Dabbene, S.D.B.



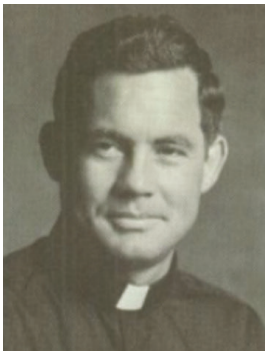
Ordination: 1966

Notes: Fr. Bernard Dabbene was suspended in 2000 after being arrested for sexually abusing a minor. He pleaded guilty to a misdemeanor charge of molesting a minor and was sentenced to three years' probation and community service. He was ordered to register as a sex offender. Fr. Dabbene was named in at least one civil lawsuit. Fr. Dabbene's whereabouts and access to children from 2000 until his death in 2010 are unknown.

Assignments:

Late 1950s	Salesian Seminary, Richmond, CA
1966-1968	St. Francis High School, Watsonville, CA
1968-1972	Don Bosco Technical High School, S. San Gabriel/Rosemead, CA
1972-1979	Salesian High School, Richmond, CA
1979-1982	Don Bosco Technical Institute, Rosemead, CA
1982-1983	Unknown
1983-1984	Salesian Provincial Residence, San Francisco, CA
1984-1985	Salesian Community, Berkeley, CA
1985-1989	St. John Bosco High School, Bellflower, CA
1989-1993	Salesian Provincial Residence, San Francisco, CA
1993-1999	Corpus Christi, San Francisco, CA
1998-2000	Archdiocesan Vicar for Parishes and Archdiocese Board of Education, San Francisco, CA
1999-2000	Cathedral of St. Mary (Assumption), San Francisco, CA
2000-2010	Salesian Provincial Residence, San Francisco, CA
9/9/2010	Died

Fr. Harold Danielson, S.D.B.



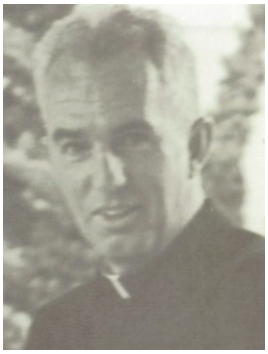
Ordination: 1966

Notes: Fr. Harold Danielson has been named in at least one civil child sexual abuse lawsuit. Fr. Danielson's status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1967-1971	St. Joseph Salesian Juniorate, S. San Gabriel/Rosemead, CA
1971-1978	St. John Bosco High School, Bellflower, CA
1978-1980	Unknown
1980-1984	De Sales Hall, Bellflower, CA
1984-1986	Unknown
1986-1993	Corpus Christi, San Francisco, CA
1993-1997	St. Dominic Savio, Bellflower, CA
1997-1998	Unknown
1998-2000	St. Francis Youth Center, Watsonville, CA
1999-2002	Our Lady Help of Christians, Watsonville, CA
2002-2003	San Luis Ray, Laredo, TX
2003-2014	SS Peter and Paul, San Francisco, CA
2014-2018	Unknown

Fr. Raymond A. Devlin, S.J.



Ordination: 1955

Assignments:

1955	Alma College, Los Gatos, CA (SFR)
1956-1957	Our Lady of Martyrs Tertianship, Auriesville, NY
1957-1965	St. Ignatius High School, San Francisco, CA (SFR)
1965-1972	Bellarmine College Prep. High School, San Jose, CA
1971-1976	Santa Clara County Boys' Ranch, Morgan Hill, CA
1977-1989	St. Mary's, Ogden, UT
1977-1989	Santa Maria, Ogden, UT (Mission of St. Mary's)
1977-1989	Saint Joseph High School, Ogden, UT
1990	Unknown
1991-1992	Sacred Heart Jesuit Center, Los Gatos, CA (SJ)
1993-1994	Unknown
1995-1997	Cathedral of the Annunciation, Stockton, CA (STO)
1993-2011	Sacred Heart Jesuit Center, Los Gatos, CA (SJ)
2011	Died

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Fr. Joseph Dondero, S.J.



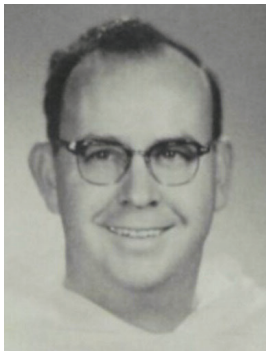
Ordination: Unknown

Notes: Fr. Joseph Dondero worked in the Archdiocese of San Francisco and the Diocese of San Jose. According to the Diocese of San Jose, Fr. Dondero engaged in sexual misconduct with a child at St. Joseph Parish in the 1960s. In 2002, the Diocese of San Jose received a report that Fr. Dondero sexually abused a child. The Diocese of San Jose included Fr. Dondero in its list of clergy with credible allegations of sexual abuse of children.

Assignments:

1949-1951	St. Joseph Parish, San Jose, CA (SFR)
1951-1952	Loyola Marymount University, Los Angeles, CA
1952-1963	Jesuit Retreat Center, Los Altos, CA (SFR)
1963-1973	St. Joseph Parish, San Jose, CA (SFR)
1973-1980	St. Thomas Canterbury Parish, Campbell, CA (SFR)
1980-1997	Sacred Heart Jesuit Center - Los Gatos, CA (1980 SFR; 1981-1997 SJ)
1997	Died

Fr. Martin (Mark) M. Donnelly (William), O.P.



Ordination: Unknown

Assignments:

1950-1955	Holy Rosary, Portland, OR
1955-1956	St. Dominic's, San Francisco, CA
1956-1960	St. John Vianney High School, Los Angeles, CA
1960-1961	Holy Rosary, Portland, OR
1961-1966	Blessed Sacrament, Seattle, WA
1966-1967	St. Dominic's, Benicia, CA
1967-1969	State Penitentiary, Salem, OR (Chaplain)
1970-2018	Unknown

Fr. Norman E. Donohue, S.J.



Ordination: 1939

Assignments:

1939-1940	Alma College, Alma, CA (SFR)
1940-1941	Manresa Hall, Port Townsend, WA
1941-1943	Holy Cross Mission, Holy Cross, AK
1943	St. Mary's, Akulurak, AK
1943-1946	Alaranak, Panreuvik, Kwiguk and other Alaskan Missions of St. Mary's
1943-1946	Over 50 Villages or hamlets of the Yukon Delta, AK
1946-1950	Chapel of St. Raphael and Mission Day School, Black River, AK
1950-1957	Immaculate Conception, Bethel, AK
1950-1957	Church of the Little Flower, Aniak, AK
1950-1952	St. Joseph's, Kalstag, AK
1950-1952	Villages between Bethel and McGrath, AK
1952-1957	Aniak, Kalstag, Nyac, and McGrath, AK Stations of the Immaculate Conception in Bethel, AK
1957-1964	Little Flower of Jesus, Hooper Bay, AK
1957-1964	Scammon Bay, AK
1964-1966	Holy Rosary, Dillingham, AK
1966-1967	Copper Valley School, Glenallen, AK
1967-1969	Little Flower of Jesus, Kaltag, AK
1969-1974	Our Lady of the Snows, Nulato, AK
1969-1972	Koyuku, AK
1974-1975	St. Joseph's, Tununak, AK
1975-1983	St. Catherine's, Chefornak, AK
1983	Died

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Fr. Dominic W. Doyle



Ordination: 1950

Assignments:

1950-1951	Alma College, Alma, CA (SFR)
1952	Manresa Hall, Port Townsend, WA
1953-1956	Mt. St. Michael Scholasticate, Spokane, WA
1957	Sacred Heart, De Smet, ID
1958	Loyola High School, Spokane, WA
1959-1960	Gonzaga Prep High School, Spokane, WA
1961-1962	Our Lady of Loretto, Lodge Grass, MT
1963-1965	Mt. St. Michael Scholasticate, Spokane, WA
1966-1987	Gonzaga Prep High School, Spokane, WA
1988	Unknown
1989-1992	Our Lady of Sorrows, Usk, WA
1993-1996	Sacred Heart, De Smet, ID
1997-2000	Unknown
2001-2003	Regis Community, Spokane, WA
2004	Unknown
2005	Died

Fr. Francis E. Duffy, S.J.



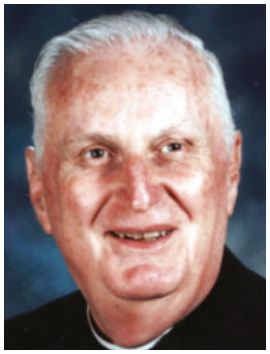
Ordination: 1943

Assignments:

1943-1944	Alma College, Alma, CA (SFR)
1945	Gonzaga University, Spokane, WA
1946	Manresa Hall, Port Townsend, WA
1947-1948	St. Paul Indian Mission, Hays, MT
1949-1954	Bellarmine High School, Tacoma, WA
1955	Gonzaga University, Spokane, WA
1956-1958	Novitiate of St. Francis Xavier, Sheridan, OR
1959	Jesuit Provincial Residence, Portland, OR
1960-1968	Jesuit High School, Portland, OR
1969-1970	St. Luke, Woodburn, OR
1971-1979	St. Joseph, Yakima, WA
1980-1989	St. Peter the Apostle Retreat Center, Cowiche, WA
1990	Unknown
1991	Jesuit High School, Portland, OR
1992	Gonzaga University, Spokane, WA
1992	Died

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Msgr. Charles J. Durkin



Ordination: 1955

Notes: At least one person has accused Msgr. Charles Durkin of child sexual abuse, from approximately 1994 to 1996 while he worked at Star of the Sea in San Francisco. Msgr. Durkin reportedly retired in 2002, a month after the San Francisco District Attorney's office requested 75 years' worth of church records related to abuse allegations. At the time of Msgr. Durkin's retirement, he was the subject of another child sexual abuse allegation. After his retirement, Msgr. Durkin may have received treatment at the Southdown Institute in Toronto, Canada. Prior to his death, Msgr. Durkin resided at the Nazareth House in San Rafael, California. Msgr. Durkin's whereabouts and whether he had access to children from 2003 until his death in 2006 are unknown.

Assignments:

1956-1961	Star of the Sea, San Francisco, CA
1962	St. Sebastian's, San Rafael, CA
1963-1968	St. Patrick's, San Francisco, CA
1964-1974	Young Christian Workers, Los Gatos, CA
1968-1974	San Francisco Fire Department
1969-1974	Epiphany, San Francisco, CA
1975-1986	All Souls, San Francisco, CA
1978-1982	Serra Club of El Camino Real, Daly City, CA
1979-1983	Deans, San Francisco, CA
1980-1983	Diocesan Consultants, San Francisco, CA
1987-1995	St. Elizabeth's, San Francisco, CA
1996-2003	Star of the Sea, San Francisco, CA
1998-2002	Italian Catholic Federation, San Francisco, CA
2003-2006	Retired
4/18/2006	Died

Br. Hal Ellis, S.J.



Notes: Br. Hal Ellis was accused of sexually abusing two mentally disabled men at the Sacred Heart Jesuit Center, a retirement home for priests in Los Gatos, California. Br. Ellis has been named in one civil lawsuit, which was eventually settled by the Jesuits. At the time of the settlement, Br. Ellis was ill and could no longer communicate. Br. Ellis' status as a priest, current whereabouts, and whether he has access to children are unknown.

Fr. Harold H. Ernsdorff, S.J.



Ordination: 1943

Assignments:

1943-1944	Alma College, Alma, CA (SFR)
1944-1945	Manresa Hall, Port Townsend, WA
1945-1954	St. Joseph's, Umatilla Reservation, WA
1948-1954	St. Andrew's Day School, Umatilla Reservation, WA
1954-1958	Seattle Preparatory High School, Seattle, WA
1958	Died

Fr. Mario Fabbri



Ordination: 1931

Assignments:

1931-1932	San Francisco, CA (teacher)
1932-1934	Richwood, CA (seminary teacher)
1934-1935	Tampa, FL (teacher)
1936-1948	Italy
1948-1953	St. John Gualbert, Johnstown, PA
1953-1955	Our Mother of Sorrows, Johnstown, PA
1955	Italy
1956-2018	Unknown

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Fr. Francis J. Fallert, S.J.



Ordination: 1952

Assignments:

1952-1953	Alma College, Los Gatos, CA (SFR)
1954-1956	St. Michael, St. Michael, AK
1957-1965	Copper Valley School, Glenallen, AK
1958-1965	Holy Family, Glenallen, AK
1966-1974	St. Joseph, Tununak, AK
1975	St. Catherine, Chefornak, AK
1975-1976	Sacred Heart, Chefornak, AK
1977-1982	Alaska Jesuit Superior's Residence, Fairbanks, AK
1983-1986	St. Lawrence, Mountain Village, AK
1987-1990	Holy Family, Newtok, AK
1988-1989	House of Prayer, Fairbanks, AK
1990	St. Joseph, Tunanak, AK
1990	Died

Fr. Arthur A. Falvey, S.J.



Ordination: 1930

Assignments:

1930-1931	Weston College, Weston, MA
1932	Bellarmine College Prep, San Jose, CA (SFR)
1933	Manresa Hall, Port Townsend, WA
1934-1940	Loyola High School, Los Angeles, CA
1941-1948	Loyola University, Los Angeles, CA
1949-1955	University of San Francisco, San Francisco, CA (SFR)
1956-1961	St. Ignatius, Sacramento, CA
1962-1964	University of Santa Clara, Santa Clara, CA (SFR)
1965	Jesuit High School, Sacramento, CA
1966	St. Gall, Gardnerville, NV
1966	Died

Br. William C. Farrington, S.J.



Ordination: Unknown

Notes: As of 2012, Br. Farrington has been accused of sexual abuse by at least six people. Two sexual abuse accusations come from his time at Bellarmine Prep in San Jose, California, and an additional four come from his time at Jesuit High School in Carmichael, California. Br. Farrington worked at Bellarmine Prep in the 1960s and at Jesuit High School in the 1980s. The presidents of both schools have written letters to alumni publicly apologizing for Br. Farrington's sexual misconduct. In 2002, Br. Farrington was officially removed from ministry and placed in the Sacred Heart Jesuit Center in Los Gatos, California, where he is believed to still be living. It is unknown whether he has access to children.

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Bp. Joseph A. Ferrario



Ordination: 1951

Notes: Bp. Joseph Ferrario's sexual escapades with both children and young men were widely known throughout his career and either ignored or allowed to flourish by his superiors. Bp. Ferrario began his career in the Archdiocese of San Francisco. By the 1960s, Bp. Ferrario had already abused multiple seminarians at St. Stephen's in Kaneohe. During Bp. Ferrario's subsequent assignments, he abused multiple boys and reports of abuse were made to the Diocese of Honolulu, but these reports were ignored by diocesan officials. In 1982, Bp. Ferrario was elevated to Bishop of Honolulu, despite multiple reports of inappropriate behavior with children and young men. It is believed that in 1986, the Papal Nuncio ordered an investigation of Bp. Ferrario's fitness. The results of the investigation have not been made public. In 1991, attorney Jeff Anderson filed a civil lawsuit on behalf of a survivor abused by Bp. Ferrario, but the lawsuit was dismissed due to the statute of limitations. He has been named in several other civil lawsuits related to child sexual abuse.

Assignments:

1952-1955	St. Joseph's College, Mountain View, CA (SFR)
1956	St. Mary's Seminary and University, Theological Dept., Baltimore, MD
1957	St. Joseph's College, Mountain View, CA (SFR)
1958-1966	St. Stephen's Minor Seminary, Kaneohe, Ohau, HI
1967	Our Lady of the Mount, Kalihi, HI
1968-1970	Cathedral of Our Lady of Peace, Honolulu, HI
1971-1973	St. Stephen's Seminary, Kaneohe, HI
1974-1975	Holy Trinity, Honolulu, HI
1976-1977	St. Anthony, Kailua, HI
1978-2003	Bishop of the Diocese of Honolulu, HI
1982-1984	St. Stephen's Seminary, Kaneohe, HI
1985-1989	The Augustine Educational Foundation, Honolulu, HI
1993-2003	Retired; remained Bishop Emeritus of Honolulu until 2003
2003	Died

Fr. Joseph A. Ferreira



Ordination: 1959

Notes: At least two women have alleged child sexual abuse by Fr. Joseph A. Ferreira, from approximately 1970 to 1974, while he worked at Our Lady of Good Counsel in San Leandro, California. Fr. Ferreira has been named in at least two civil lawsuits. As of 2008, his last known location was in Oakland. From 1998 until his death in 2014, it is unknown whether he had access to children.

Assignments:

1959-1961	Bishop O'Dowd High School, Oakland, CA (SFR)
1962-1963	St. Leander, San Leandro, CA (OAK)
1964-1965	Queen of All Saints, Concord, CA
1966	St. Paschal's, Oakland, CA
1967-1972	St. Leonard, Fremont, CA
1973-1983	Our Lady of Good Counsel, San Leandro, CA
1984-1997	St. Alphonsus Liguori, San Leandro, CA
1998-2000	Unknown
2001-2014	Retired, Bishop Begin Villa, Oakland, CA
2014	Died (12/21/2014)

Fr. William J. Fletcher



Ordination: Unknown

Assignments:

1944-1945	St. Joseph's College, Mountain View, CA (SFR)
1946	St. Mary's Seminary, Baltimore, MD
1947-1948	St. Joseph's College, Mountain View, CA (SFR)
1949-1951	St. Mary's Seminary, Baltimore, MD
1952-1953	St. Mary, Newington, CT
1954-1955	Sacred Heart, Bridgeport, CT
1956-1958	St. Joseph, Danbury, CT
1959-1963	St. Thomas, Fairfield, CT
1964-1968	St. Margaret Mary, Shelton, CT
1969-1972	Absent on sick leave
1973-1985	Sacred Heart University, Fairfield, CT
1986-1987	Unknown
1988	Sacred Heart University, Fairfield, CT
1988	Died

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Fr. Don D. Flickinger



Ordination: 1964

Notes: According to the Diocese of San Jose, Fr. Don Flickinger engaged in sexual misconduct with children at St. Frances Cabrini and Sacred Heart Saratoga Parish between the 1990s and early 2000s. The Diocese of San Jose received reports of child sexual abuse against Fr. Flickinger in 2002, 2005, and 2006. Fr. Flickinger also worked in the Archdiocese of San Francisco, and a civil lawsuit filed in 2011 accused Fr. Flickinger of sexually abusing a young boy at St. Paul Catholic Parish and School in the Archdiocese of San Francisco. According to the lawsuit, Fr. Flickinger had a history of sexual misconduct stretching back 40 years, and three dioceses—Fresno, San Jose, and San Francisco—were aware of Fr. Flickinger's misconduct but failed to take action. Two additional lawsuits related to child sexual abuse have named Fr. Flickinger. All three cases were settled in 2013. Fr. Flickinger is retired and, as of 2018, is reportedly residing in the Diocese of Fresno. The Diocese of San Jose included Fr. Flickinger on its list of clergy with credible allegations of sexual abuse of children.

Assignments:

1964-1965	Unknown
1965-1966	St. John Cathedral, Fresno, CA
1966-1968	San Joaquin Memorial High School, Fresno, CA
1968-1969	St. Helen, Fresno, CA
1969-1970	San Joaquin Memorial High School, Fresno, CA
1970-1972	St. Genevieve, Fresno, CA
1972-1973	On duty outside the diocese
1973-1978	University of Santa Clara, Santa Clara, CA (SFR)
1978-1980	2305 Golden Gate Avenue, San Francisco, CA (SFR)
1980-1981	Xavier Hall, University of San Francisco, San Francisco, CA (SFR)
1981-1983	Mt. LaSalle Novitiate, Napa, CA
1983-1984	Sacred Heart, San Francisco, CA (SFR)
1984-1987	San Francisco, CA
1987-1988	San Juan Bautista, CA
1988-1990	Our Lady Star of the Sea, Santa Cruz, CA
1990-1991	P.O. Box 1070, San Juan Bautista, CA; St. Paul, San Francisco, CA (SFR)
1991-1992	St. Paul, San Francisco, CA; Sacred Heart Church, Saratoga, CA (SFR and SJ)
1992-1995	Sacred Heart Church, Saratoga, CA (1993-1995 in residence) (SJ)
1993-1994	Archbishop Mitty High School, San Jose, CA (SJ)
1995-2008	St. Francis Cabrini Church, San Jose, CA (in residence) (SJ)
2008-2009	St. Paul, San Francisco, CA (SF)
2009-2017	Retired
2018	Unknown

Fr. Francis J. Ford, O.F.M.



Ordination: 1951

Assignments:

1952-1953	St. Elizabeth's, Oakland, CA (SFR)
1954-1959	U.S. Air Force, Chaplain
1960	St. Anthony's, San Francisco, CA (SFR)
1961-1962	St. Elizabeth's, Oakland, CA (1962- OAK)
1963-1964	Ascension, Portland, Oregon
1965-1966	St. Paul of the Shipwreck, San Francisco, CA
1967-1968	St. Luke's, Woodburn, Oregon
1969	St. Apollinaris, Napa, CA
1970-1972	St. Rose's, Santa Rosa, CA
1973	St. John the Baptist, Napa, CA
1974-1976	Napa State Hospital, Napa, CA (Chaplain)
1977-1985	Unknown
1985	Died

Fr. James H. Gandrau



Ordination: 1958

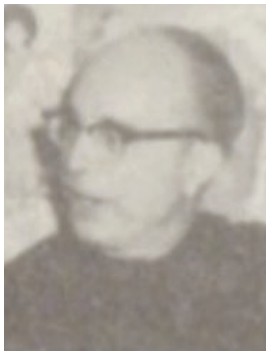
Assignments:

1958-1961	St. James the Cathedral, Seattle, WA
1961-1965	St. James the Cathedral, Seattle, WA (in residence)
1965-1976	St. Mark, Seattle, WA (in residence)
1977-1990	St. Monica, Mercer Island, WA
1990	Sabbatical, Menlo Park, CA (SFR)
1991	St. Joseph, Vancouver, WA
1991-1992	St. Alphonsus, Seattle, WA
1993-2018	Unknown
2002	Retired
2003-2018	Unknown

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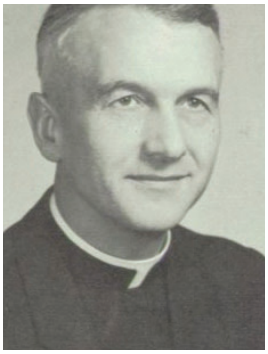


Ordination: 1940

Assignments:

1940-1941	Alma College, Alma, CA (SFR)
1942	Manresa Hall, Port Townsend, WA
1943-1946	U.S Army
1947-1948	Bellarmine High School, Tacoma, WA
1949-1952	Holy Cross Mission, Holy Cross, AK
1953-1967	Holy Rosary, Dillingham, AK
1968-1969	Holy Family/Copper Valley School, Glennallen, AK
1970-1983	St. Joseph, Nome, AK
1984-1991	Gonzaga University, Spokane, WA
1991	Died

Fr. Henry G. Hargreaves, S.J.



Ordination: 1947

Notes: Fr. Henry Hargreaves had assignments in the Archdiocese of San Francisco and the Diocese of Oakland. In 2003, Fr. Henry Hargreaves was accused of making "inappropriate advances" towards a woman. Following the accusation, Fr. Hargreaves was placed on leave and sent to Regis Jesuit Community in Spokane, Washington, for evaluation and treatment. Fr. Hargreaves was also named in a 2009 lawsuit filed by 43 Alaskans against the Society of Jesus (a.k.a. the Jesuits). The lawsuit claims that Alaska villages became a worldwide dumping ground for clergy accused of sexual abuse. The lawsuit also accuses Fr. Hargreaves of sexually abusing two boys and raping a 6-year-old boy. The plaintiffs alleged that Jesuit superiors were aware of the sexual abuse but failed to act.

Assignments:

1947-1948	Alma College, Alma, CA (SFR)
1948-1949	Manresa Hall, Port Townsend, WA
1949-1951	Little Flower of Jesus, Hooper Bay, AK
1952	P.O. Box 1390, Fairbanks, AK
1953-1955	Little Flower of Jesus Christ, Hooper Bay, AK
1956-1964	Immaculate Conception, Bethel, AK
1965	St. Michael Church, St. Michael, AK
1966-1971	Our Lady of the Snows, Nulato, AK
1972-1974	St. Joseph Church, Kotlik, AK
1975	Jesuit Theologiate, Berkeley, CA (OAK)
1976-1979	St. Joseph Church, Kotlik, AK
1980-1986	Immaculate Conception Church, Bethel, AK
1987	Holy Family Church, Newtok, AK
1988-1994	Sacred Heart Church, Emmonak, AK
1988-1993	Sacred Heart, Emmonak, AK
1994-1997	Our Lady of Perpetual Help, Nightmute, AK
1994-1996	St. Peter the Fisherman, Toksook Bay, AK
1994-1997	St. Joseph's, Tununak, AK
1997-2003	Brother Joe Prince Jesuit Community, St. Mary's, AK
1998-2003	Immaculate Conception, Bethel, AK
2003	Unknown
2004-2013	Regis Jesuit Community, Spokane, WA
2013	Died

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Fr. John Harrington, S.J.



Ordination: 1948

Assignments:

1948-1949	Alma College, Alma, CA (SFR)
1950	Manresa Hall, Port Townsend, WA
1951	St. Louis University, St. Louis, MO
1952-1967	Seattle University, Seattle, WA
1968-1976	Gonzaga University, Spokane, WA
1977-1994	St. Jude Thaddeus, Harve, MT
1995-2003	St. Francis Xavier, Missoula, MT
2004	Jesuit Regis Community, Spokane, WA
2004	Died

Fr. Arthur Harrison



Ordination: 1956

Notes: Fr. Arthur Harrison worked in the Archdiocese of San Francisco and the Diocese of San Jose. According to the Diocese of San Jose, Fr. Harrison engaged in sexual misconduct with a child at Our Lady of Loretto Parish in 1961, as well as sexual misconduct with children at St. Francis Cabrini Parish in 1974 to 1976. The Diocese of San Jose received reports of child sexual abuse against Fr. Harrison in 1988, 1990, and 2003. Fr. Harrison's ministry was restricted in 1989 and he was permanently banned from ministry in 2002. In 2003, Fr. Harrison was criminally charged with sexually abusing a 10-year-old girl more than 40 years prior while he was assigned to Our Lady of Loretto Catholic Church in Novato, California. The case was dismissed after a United States Supreme Court ruling changed the law surrounding statutes of limitation. A few years later, in 2005, Fr. Harrison was one of five priests included in a settlement made by the Archdiocese of San Francisco. The Diocese of San Jose included Fr. Harrison in its list of clergy with credible allegations of sexual abuse of children.

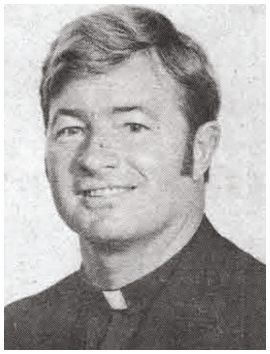
Assignments:

1956-1960	St. Thomas Aquinas Church, Palo Alto, CA (SFR)
1960-1964	Our Lady of Loretto, Novato, CA (SFR)
1964-1967	St. Frances Cabrini, Cambrian Park, CA (SFR)
1967-1976	St. Raphael's, San Rafael, CA; San Quentin Prison (chaplain) (SFR)
1976-1987	St. Elizabeth Church, Milpitas, CA (1976-1980 SFR; 1981-1987 SJ)
1987-1989	Church of the Ascension, Saratoga, CA (SJ)
1989-1990	Church of the Ascension, Saratoga, CA; Absent on leave; San Jose Serra Club, San Jose, CA (SJ)
1990-1992	Absent on leave; San Jose Serra Club, San Jose, CA (SJ)
1992-1995	Retired; San Jose Serra Club, San Jose CA (SJ)
1995-2006	Retired
2006	Died

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Msgr. John P. Heaney



Ordination: 1953

Notes: In 2002, two brothers came forward alleging child sexual abuse by Msgr. John P. Heaney starting in approximately 1961 in the San Francisco area. Msgr. Heaney spent more than 30 years working as the chaplain of San Francisco's Police Department where he is reported to have interacted with over 10,000 children. In 2002, Msgr. Heaney was placed on administrative leave due to the allegations and was later criminally charged with multiple felony counts relating to child sexual abuse. However, in 2003 the charges were dropped due to a U.S. Supreme Court ruling that changed the law surrounding statutes of limitation. Msgr. Heaney's whereabouts and whether he had access to children from 2003 until his death in 2010 are unknown.

Assignments:

1954-1960	St. Agnes, San Francisco, CA
1961	Archdiocesan Missionaries, San Francisco, CA
1961	St. Peter's, San Francisco, CA
1962-1965	Director of Sodalities, San Francisco, CA
1962-1968	Cathedral of St. Mary, San Francisco, CA; Sacred Heart High School, San Francisco, CA
1969-1970	On duty outside the Archdiocese; Notre Dame University, South Bend, IN
1971-1974	Marin Catholic High School, Kentfield, CA
1974-1979	St. Rita's, Fairfax, CA
1976-1977	Archdiocesan Consultors, San Francisco, CA
1976-2002	San Francisco Police Department Chaplain, San Francisco, CA
1977	Personnel Board
1980-1995	Apostleship of the Sea, San Francisco, CA
1999-2009	Retired
1/29/2010	Died

Fr. James P. Hurley, S.J.



Ordination: 1940

Assignments:

1940-1941	Alma College, Alma, CA (SFR)
1942	Seattle College and Seattle Prep High School, Seattle, WA
1943	Manresa Hall, Port Townsend, WA
1944-1947	Gonzaga University and High School, Spokane, WA
1948-1954	Gonzaga University, Spokane, WA
1955-1959	St. Joseph, Umatilla Reservation, OR
1960-1961	Gonzaga University, Spokane, WA
1962	Jesuit High School, Portland, OR
1963-1965	St. Paul's Indian Mission, Hays, MT
1965	St. Thomas, Lodge Pole, MT
1965	St. Joseph, Zortman, MT
1966-1967	St. Ignatius Mission, St. Ignatius, MT
1968-1969	Loyola High School, Missoula, MT
1970-1972	St. Michael's Scholasticate, Spokane, WA
1973	Loyola High School, Missoula, MT
1974-1985	St. Andrew's Indian Mission, Pendleton, OR
1986-1987	Unknown
1988	St. Anthony Hospital, Pendleton, OR
1989-1996	Sacred Heart, DeSmet, ID
1997-1998	Regis Jesuit Community, Spokane, WA
1998	Died

Fr. John F. Hurley, S.J.



Ordination: 1945

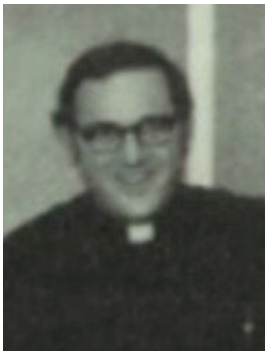
Assignments:

1945-1946	Alma College, Alma, CA (SFR)
1947	Our Lady of Martyrs, Auriesville, NY
1948-1993	Gonzaga Prep High School, Spokane, WA
1994-1998	Regis Jesuit Community, Spokane, WA
1998	Died

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Fr. Gregory G. Ingels



Ordination: 1974

Notes: Multiple survivors have come forward alleging child sexual abuse by Fr. Gregory Ingels from approximately 1972 to 1977, while he worked at Marin Catholic High School. The Archbishop of San Francisco was made aware of the allegations against Fr. Ingels in 1996, but Fr. Ingels was allowed to remain active in the ministry until 2002, when he was placed on leave. In 2002, Fr. Ingels was removed from public ministry but the Archbishop still allowed him to work as a canon lawyer. In 2003, Fr. Ingels was criminally charged with child sexual abuse. However, the charges were dropped later that year due to a U.S. Supreme Court ruling that changed the law surrounding statutes of limitation. Fr. Ingels has been named in at least one civil lawsuit. Fr. Ingels' status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1970-1982	Marin Catholic High School, Kentfield, CA
1973-1974	Blessed Sacrament, Santa Venetia, CA
1974	Ordained
1975-1976	St. Hillary's, Tiburon-Belvedere, CA
1982	St. Isabella, San Rafael, CA
1983-1984	St. Charles, San Carlos, CA
1985	Unknown
1986	Special assignment, studies in Rome
1986-1987	Judges
1987-1988	Associate Judicial Vicar, San Francisco, CA
1987-1988	Cathedral of St. Mary, San Francisco, CA
1989-1991	Judicial Vicar, San Francisco, CA
1989-1991	Interdiocesan Appellate Tribunal, San Francisco, CA
1989-1992	St. Thomas More Society, San Francisco, CA
1992-1996	Canonical Consultant to the Archbishop, San Francisco, CA
1994-1995	St. Mary's Cathedral, San Francisco, CA
1994-1995	St. Thomas More Society, San Francisco, CA
1994-1995	Judicial Vicar, San Francisco, CA
1996-1998	Adjutant Judicial Vicar, San Francisco, CA
1997-1998	Chancellor Pro Tempore, San Francisco, CA
1999-2000	Unknown
2001-2003	Director of Formation/Permanent Diaconate, Menlo Park, CA
2001-2003	Defenders of the Bond, San Francisco, CA
2004-2010	Absent on leave
2011-2018	Unknown

Fr. James E. Jacobson, S.J.



Ordination: 1959

Notes: A 2005 lawsuit alleged that Fr. James Jacobson sexually assaulted and impregnated two women in different Western Alaska villages, one in 1965 and the other in 1975. According to DNA testing, there is greater than a 99% chance he is the father of the two children. The lawsuit was settled in March 2007. Claims against Fr. Jacobson were also included in a 2007 settlement between the Jesuits and multiple survivors of clergy sexual abuse. Additionally, according to bankruptcy reorganization documents filed by the Diocese of Fairbanks in 2010, there have been at least two other claims of abuse implicating Fr. Jacobson.

Assignments:

1959-1960	Alma College, Los Gatos, CA (SFR)
1960-1961	Manresa Hall, Port Townsend, WA
1961-1962	Chefornak, AK
1962-1965	St. Joseph's, Nelson Island, AK
1962-1965	Nightmute, AK
1962-1965	Chefornak, AK
1965	St. Catherine Mission, Chefornak, AK
1965-1966	Nightmute, AK
1966-1967	St. Michael, St. Michael's, AK
1966-1967	Stebbins, AK
1966-1967	Unalakleet, AK
1967-1970	Holy Family, Glennallen, AK
1970-1976	Little Flower of Jesus, Hooper Bay, AK
1970-1976	Scammon Bay, AK
1970-1976	Cape Romanzof, AK
1976-1977	Berkeley, CA (OAK)
1977-1979	Oakland, CA (OAK)
1979-2005	Oregon State Penitentiary, Salem, OR
2005-2012	Regis Community, Spokane, WA
2013-2018	Unknown

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Fr. Austin Peter Keegan



Ordination: 1962

Notes: Fr. Austin Peter Keegan has been accused of sexually abusing at least 80 children and has been named in at least one civil lawsuit. The abuse allegedly started in the 1960s and continued for a 28-year period while he worked for the Archdiocese of San Francisco and Diocese of Santa Rosa. In 1982, Fr. Keegan was stripped of his priestly duties from the Archdiocese of San Francisco. Fr. Keegan reportedly fled Mexico, where he was working at a children's orphanage in 1994. In 2002, Fr. Keegan was indicted on 40 counts of child sexual abuse which caused him to flee back to Mexico from California. Fr. Keegan was arrested in 2003 in Puerto Vallarta, Mexico and was taken back to the United States. However, Fr. Keegan was shortly released from custody and the charges against him were dropped due to a U.S. Supreme Court ruling that changed the law surrounding statutes of limitation. In 1994, Fr. Keegan was reported to be an inactive priest with the Archdiocese of San Francisco. Fr. Keegan's status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1963-1967	St. Cecilia's, San Francisco, CA
1968-1969	Epiphany, San Francisco, CA
1970-1973	St. Vincent De Paul, San Francisco, CA
1973-1975	Mary's Help Hospital, Daly City, CA
1976	Unassigned
1977-1979	On duty outside the Archdiocese (Diocese of Santa Rosa)
1980-1981	On duty outside diocese (Cathedral of St. Eugene's, Santa Rosa, CA)
1982-2018	Unknown

Fr. Daniel T. Keohane



Ordination: 1978

Notes: At least one survivor has come forward alleging child sexual abuse by Fr. Daniel Keohane in the 1970s while he was working at Epiphany in San Francisco. The allegation reportedly was not discovered in Fr. Keohane's personnel file until 2011 and he was then placed on administrative leave. The Archdiocese of San Francisco deemed the allegation to be credible and in need of further investigation. Fr. Keohane's status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1979-1982	Epiphany, San Francisco, CA
1983	St. Catherine of Siena, Burlingame, CA
1984	Unknown
1985-1988	Immaculate Heart of Mary, Belmont, CA
1989-2005	St. Bartholomew, San Mateo, CA
2006-2009	St. Anthony of Padua, Novato, CA
2010-2011	St. Cecilia's, San Francisco, CA
2012-2015	Absent on leave
2016-2018	Unknown

Fr. Gordon L. Keys, S.J.

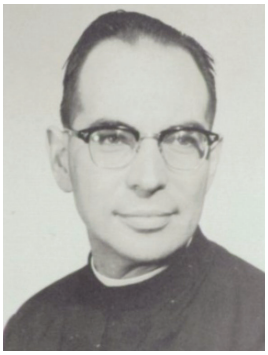


Ordination: 1955

Assignments:

1955-1956	Alma College, Los Gatos, CA (SFR)
1957	Manresa Hall, Port Townsend, WA
1958	Loyola Hall, Monroe High School, Fairbanks, AK
1959-1962	St. Mary's Indian Mission, Omak, WA
1959-1962	St. Joseph, East Omak, WA
1963-1965	Sacred Heart Mission, Nespelem, WA
1966-1968	Jesuit High School, Portland, OR
1969-1970	St. Luke, Woodburn, OR
1971-1980	Seattle University, Seattle, WA
1981-1987	St. Vincent Hospital, Portland, OR
1988-2000	Jesuit High School, Portland, OR
2001-2005	Jesuit Regis Community, Spokane, WA
2005	Died

Fr. David G. King, S.J.



Ordination: 1949

Assignments:

1943-1949	Marquette High School for Boys, Yakima, WA
1950	Alma College, Alma, CA (SFR)
1951-1952	Marquette High School for Boys, Yakima, WA
1953	Manresa Hall, Port Townsend, WA
1954-1955	Marquette High School for Boys, Yakima, WA
1956-1962	Seattle Prep High School, Seattle, WA
1963	Novitiate of St. Francis Xavier, Sheridan, OR
1964-1965	Bellarmine High School, Tacoma, WA
1966-1993	Jesuit High School, Portland, OR
1994-1997	Jesuit Provincial Office, Portland, OR
1998-2002	Colombiere Jesuit Community, Portland, OR
2002	Died

Fr. Leonard Kohlman, S.J.

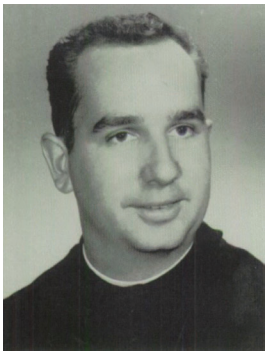


Ordination: 1953

Assignments:

1953-1954	Alma College, Los Gatos, CA (SFR)
1955	Jesuit Provincial Residence, Portland, OR
1956	Manresa Hall, Port Townsend, WA
1957-1962	St. Paul's Indian Mission, Hays, MT
1963-1966	St. Mary's Indian Mission, Omak, WA
1967	Sacred Heart, DeSmet, ID
1968-1972	St. Michael's Mission, Inchelium, WA
1972	Died

Fr. Leo (Gerald) Labbe, S.C.



Ordination: 1959

Assignments:

1960-1962	Sacred Heart Academy, Andover, MA
Unknown dates	St. Michael College, Winooski, VT (student)
1962-1971	Notre Dame High School, Fitchburg, MA
1965	Final Vows
1971-1973	Sacred Heart Preparatory School, Harrisville, RI
Unknown dates	Assumption College, Worcester, MA (student)
Unknown dates	University of San Francisco, San Francisco, CA (SFR)
1972-1973	Bishop Guertin High School, Manchester, NH
1974-1984	Mount St. Charles Academy, Woonsocket, RI
1985-1991	New England Province, Brothers of the Sacred Heart, RI (Provincial)
1991-2004	Bishop Guertin High School, Nashua, NH
2004-2008	St. Albans, England (Foreign Mission Development Director)
2008	Provincial House, Pascoag, RI
2009-2018	Unknown

Fr. Laurent Largente



Ordination: 1959

Notes: Fr. Laurent Largente worked in the Archdiocese of San Francisco and the Diocese of San Jose. According to the Diocese of San Jose, Fr. Largente engaged in sexual misconduct with a child while at St. Patrick Cathedral between 1980 and 1983. In 1994, the Diocese of San Jose received a report that Fr. Largente sexually abused a child. Fr. Largente was removed from ministry in 1994 and permanently banned from ministry in 2002. The Diocese of San Jose included Fr. Largente in its list of clergy with credible allegations of sexual abuse of children. His whereabouts and access to children from 2002 to his death in 2015 are unknown.

Assignments:

1959-1961	St. Michael Parish, San Francisco, CA (SFR)
1961-1964	St. Leo the Great Parish, San Jose, CA (SFR)
1964-1973	St. Patrick Parish, San Jose, CA (SFR)
1973-1976	Sacred Heart Parish, Saratoga, CA (SFR)
1976-1978	Catholic Women's Center, San Jose, CA (SFR)
1978-1987	St. Patrick Cathedral, San Jose, CA (1978-1980 SFR; 1981-1987 SJ)
1987	On leave
1987-1992	Church of the Ascension, Saratoga, CA (SJ)
1992-1993	St. Joseph Cathedral, San Jose, CA (SJ)
1994-2014	Unknown
2015	Died

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Fr. Alexander C. Larkin



Ordination: 1967

Notes: Msgr. Alexander C. Larkin was placed on administrative leave in December 2004 following allegations of child sexual abuse. At least three people have accused Msgr. Larkin of child sexual abuse. Two men allege that they were sexually abused as minors between 1975 and 1980 while they were altar boys at Our Lady of the Rosary in Palo Alto, and the Diocese of San Jose has acknowledged that Fr. Larkin engaged in sexual misconduct with children at that parish in the 1970s. Another individual said he was abused at St. William Church in 1981. Msgr. Larkin was named in a 2003 child sexual abuse lawsuit which settled in 2006. Msgr. Larkin's ministry was restricted in 2005 and he was permanently banned from ministry in 2009. The Diocese of San Jose included Msgr. Larkin on its list of clergy with credible allegations of sexual abuse of children. Msgr. Larkin was reportedly residing in San Jose, California in 2018 and it is unknown whether he has access to children.

Assignments:

1967-1968	St. Cecilia's, San Francisco, CA (SFR)
1968-1974	St. Pius X, Redwood City, CA
1969-1982	Newman Club College of Canada, Woodside, CA
1974-1981	Our Lady of the Rosary, Palo Alto, CA
1978-1979	Worship Commission, San Francisco, CA
1982-1984	Senate of Priests, San Francisco, CA
1981-1984	St. William, Los Altos, CA (SJ)
1982-1985	Personnel Board, San Jose, CA
1983-1985	Liturgical Commission, San Jose, CA
1985	Council of Priests, San Jose, CA
1986-1988	Continuing Clergy Education & Formation, San Jose, CA
1985-1987	St. John Vianney, San Jose, CA
1987	Ministry to Priests Program, San Jose, CA
1987	Stanford University Newman Center, Stanford, CA
1987-1992	St. Thomas Aquinas, Palo Alto, CA
1989-1996	St. Ann Chapel, Palo Alto, CA
1989-1990	Newman Center, San Jose State University, Palo Alto, CA
1991-1992	Newman Center, Stanford University, Palo Alto, CA
1993-1994	Vicar for Parish and Pastoral Ministry, San Jose, CA
1994-1996	Human Concern Commission, San Jose, CA
1994-1998	Diocesan Consultors, San Jose, CA
1995-1996	Special Assignment (Vicar for Parish and Pastoral Ministry, San Jose, CA)
1996-2006	Sacred Heart Church, Saratoga, CA
2000-2001	Diocesan Consultors, San Jose, CA
2002-2005	College of Consultors, San Jose, CA
2007	Unknown
2008-2017	Retired
2018	Unknown

Fr. Jerome ("Jerry") Leach



Ordination: 1976

Notes: Multiple survivors have come forward alleging child sexual abuse by Fr. Jerome Leach while he worked at All Souls in San Francisco and at St. Patrick's in Larkspur. In 1993, Fr. Leach was suspended from active ministry and in 2002 he was arrested and charged with child sexual abuse. However, the charges against him were dropped in 2003 due to a U.S. Supreme Court ruling that changed the law surrounding statutes of limitation. He is believed to have died in approximately 2017. Fr. Leach's whereabouts and access to children from 1994 until his alleged death in 2017 are unknown.

Assignments:

1976	All Souls, San Francisco, CA
1977-1979	St. Pius, Redwood City, CA
1980-1983	St. Patrick's, Larkspur, CA
1984-1986	St. Catherine of Siena, Burlingame, CA
1987	Absent on sick leave
1988-1989	St. Finn Barr, San Francisco, CA
1990	Unknown
1991	Our Lady of Mercy, Daly City, CA
1992-1993	All Souls, South San Francisco, CA
1994	Unknown
1995-2015	Absent on leave
2016-2018	Unknown

Fr. John P. "Jack" Leary, S.J.



Ordination: 1951

Assignments:

1951-1952	Alma College, Alma, CA (SFR)
1952-1954	Manresa Hall, Port Townsend, WA
1954-1955	Rome, Italy
1955-1969	Gonzaga University, Spokane, WA
1969	Cranwell Prep. School, Lenox, MA
1969-1970	Utah State University, Logan, UT
1970-1978	Santa Clara University, Santa Clara, CA (SFR)
1977	New York, NY
1979-1981	Unknown
1982-1985	Old College, Reno, NV
1985-1986	St. Joseph's, New York, NY
1987	Unknown
1988	Jesuit Seminary and Mission Bureau, Portland, OR
1988-1993	Jesuit Provincial Residence, Portland, OR
1994-2018	Unknown

Fr. Cornelius Patrick (Pedraig) Leehan C.Ss.R.



Ordination: 1948

Assignments:

1949-1950	St. Thomas, Coeur d'Alene, Idaho
1951-1954	St. Alphonsus', Fresno, CA
1955	Unknown
1956-1958	St. Alphonsus Ligouri, San Leandro, CA (SFR)
1959-1962	St. Gerard Majella, Great Falls, MT
1963-1964	307 E. Kearney Blvd., Fresno, CA
1965-1966	St. Alphonsus Ligouri. San Leandro, CA (OAK)
1967	St. Mary's of the Assumption, Whittier, CA
1968-1971	Sacred Heart of Jesus, Seattle, WA
1972- 1975	Holy Redeemer, Portland, OR (Patrick Leehan)
1976-1978	Retreat, Tucson, AZ (Patrick Leehan)
1979-1981	Picture Rocks Retreat House, Tucson, AZ (Patrick C. Leehan)
1982-1983	Center for Parish Missions, Oakland, CA (Patrick C. Leehan)
1984	Center for Parish Missions, Oakland, CA (Patrick Leehan)
1985-1986	House on the Way, Oakland, CA (Patrick Leehan)
1987	Center for Parish Missions, Oakland, CA (Patrick Leehan)
1988	Our Lady of Lourdes, San Francisco, CA (Patrick Leehan)
1989	Center for Parish Missions, Oakland, CA (Patrick Leehan)
1990-2000	Redemptorists, Oakland, CA (Patrick Leehan c.ss.r,)
2001-2018	Unknown

Fr. Frederick A. Lenczycki



Ordination: 1972

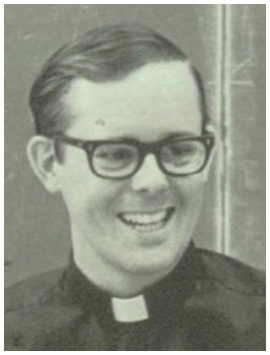
Assignments:

1972-1975	St. Peter and Paul, Naperville, IL
1975-1980	St. Charles, Borromeo, Romeoville, IL
1981-1983	Unknown
1984	House of Affirmation, Webster Grove, MO
1985	Our Lady of Lourdes, Columbia, MO
1985-1986	House of Affirmation, Montara, CA (SFR)
1986	Our Lady of Pillar, Half Moon Bay, CA (SFR)
1986-1991	St. Peter, Pacifica, CA (SFR)
1991-1992	Pastoral Center, Belleville, IL
1992	St. George, St. Louis, MO
1992-2002	De Paul Health Center, Bridgetown, MO
1993	The Church of North America Martyrs, Florissant, MO
1995	St. Blaise, Maryland Heights, MO
2002-2014	P.O. Box 5068, Wheaton, IL
2015-2018	Unknown

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Attorney Advertising

Fr. Jerold W. Lindner, S.J.



Ordination: 1976

Notes: Fr. Jerold Lindner is a Jesuit priest with ties to the Archdiocese of San Francisco, Diocese of Oakland, and Diocese of San Jose. During his time at St. Ignatius College Prep in the Archdiocese of San Francisco, Fr. Lindner was accused of sexual abusing at least six children. In 1992, a parent of one of Fr. Lindner's alleged victims reported the alleged victim's abuse to the principal of Loyola High School in Los Angeles. In response, Fr. Lindner was placed on leave and sent to St. Luke Institute, an institution known for treating priests accused of child sexual abuse. In approximately 1998, Fr. Lindner was again sent to St. Luke Institute. The Jesuits found the allegations not credible and returned Fr. Lindner to ministry. A civil lawsuit settled in 1998 alleged that Fr. Lindner sexually abused two boys in 1975. The lawsuit accused Fr. Lindner of using threats to coerce the boys to remain silent about the abuse. Fr. Lindner was also named in a 2003 civil lawsuit, which alleged that he sexually abused two children. Fr. Lindner reportedly sexually abused at least 10 victims, including his own nieces and nephews. Fr. Lindner was sent to live at Jesuit retreat centers in the Diocese of San Jose from approximately 1998 until at least 2012. In 2010, one of Fr. Lindner's alleged victims assaulted him. Fr. Lindner was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors. Fr. Lindner's status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1964-1966	Sacred Heart Novitiate, Los Gatos, CA (SFR) (seminarian)
1967	Unknown
1968	Loyola University, Los Angeles, CA (student/seminarian)
1968-1970	St. Louis University, St. Louis, MO (graduate student/seminarian)
1970-1973	St. Ignatius College Prep, San Francisco, CA (SFR) (teacher/seminarian)
1973-1976	Jesuit School of Theology, Berkeley, CA (OAK) (graduate student/seminarian)
1976-1982	St. Ignatius College Prep, San Francisco, CA (SFR)
1983-1997	Loyola High School, Los Angeles, CA
1998	St. Luke Institute, Silver Spring, MD; Loyola High School, Los Angeles, CA
1998-2002	Jesuit Retreat House, Los Altos, CA (SJ)
2002-2012	Sacred Heart Jesuit Center, Los Gatos, CA (SJ)
2012-2018	Unknown

Fr. Paul H. Linssen, S.J.



Ordination: 1950

Assignments:

1950-1951	Alma College, Alma, CA (SFR)
1952-1954	Holy Cross Mission, Holy Cross, AK
1955-1956	St. Marjorie, Hamilton, AK
1957-1960	St. Joseph, Tununak, AK
1960	Died

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Fr. Segundo Llorente, S.J.



Ordination: 1934

Assignments:

1934-1935	Alma College, Alma, CA (SFR)
1936-1938	St. Mary's Mission, Akulurak, AK
1939-1941	St. Francis Xavier, Kotzebue, AK
1942-1948	St. Mary's Mission, Akulurak, AK
1949-1950	Immaculate Conception, Bethel, AK
1951	St. Mary's Mission, Akulurak, AK
1952-1962	St. Ignatius Church, Alakanuk, AK
1963-1965	Bishop's House, Fairbanks, AK
1963-1965	Bishop's Counsil, Fairbanks, AK
1966-1967	Immaculate Conception, Fairbanks, AK
1968-1971	St. Joseph, Cardova, AK
1968-1971	Apostleship of the Sea, Cordova, AK
1972-1974	Holy Family Cathedral, Anchorage, AK
1975	Ministry to the Sick and Aged, Anchorage, AK
1976-1981	Our Lady of Fatima, Moses Lake, WA
1982	Unknown
1983-1987	St. Joseph, Pocatello, ID
1988	St. Joseph's Hospital, Lewiston, ID
1988	St. Stanislaus, Lewiston, ID
1989	Jesuit House Infirmary at Gonzaga University, Spokane, WA
1989	Died

Fr. Larry Lorenzoni, S.D.B.



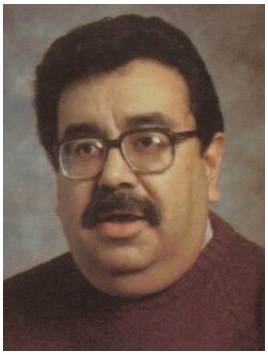
Ordination: 1951

Notes: Fr. Larry Lorenzoni was born in Italy in 1923 and became a Salesian priest. In 2002, he was accused of sexually abusing a former student in approximately 1957 to 1958. The accuser sued the Salesians in connection with the alleged abuse. Another former student of Fr. Lorenzoni accused him of sexual abuse dating back to 1959 to 1960, when the man attended seminary school in Watsonville, California. Fr. Lorenzoni reportedly worked at Southern Illinois University from 1966 to 1971. He is believed to have lived in Rome from 1985 to 1990. Fr. Lorenzoni reportedly resided in the Salesian Provincial House in the Archdiocese of San Francisco after returning from Rome. Fr. Lorenzoni was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors. His whereabouts from 1990 until his death in 2017 are unknown.Gratuitous.

Assignments:

1952-1956	Unknown
1957-1958	St. John Bosco High School, Bellflower, CA (LA)
1959-1960	Don Bosco Tech High School, San Gabriel, CA
1961-1962	Unknown
1963	Bishop Mora Salesian High School, Los Angeles, CA
1964-1966	Unknown
1967	Bishop Mora Salesian High School, Los Angeles, CA
1968-2016	Unknown
2017	Died

Br. Ernest Martinez, S.D.B.



Notes: Br. Ernest Martinez is a member of the Salesian religious order who has been accused by at least one person of child sexual abuse. Br. Martinez was named in one civil lawsuit which alleged child sexual abuse occurring in approximately 1966 to 1967 while he was working at St. John Bosco High School in Bellflower. Br. Ernest Martinez was included in the Archdiocese of Los Angeles' list of clergy accused of sexual misconduct involving minors. After leaving Bishop Mora, his whereabouts are unknown. Br. Martinez also worked in the Diocese of Oakland at Salesian High School in Richmond. Br. Ernest Martinez is currently believed to be working at St. Peter & Paul Church in San Francisco. It is unknown whether he has access to children.

Assignments:

1985-1989	Bishop Mora Salesian High School, Los Angeles, CA
1990-2018	Unknown

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Fr. John S. Maung



Ordination: 1963

Assignments:

1963-1969	St. Joseph Church, Mandalay, Burma
1970-1971	St. Emydius, San Francisco, CA
1972-1980	Epiphany, San Francisco, CA
1981	St. Lawrence, Indianapolis, IN
1982-1985	St. Gabriel, Connersville, IN
1986-1997	St. Joseph, Shelbyville, IN
1998-2009	Holy Spirit, Indianapolis, IN
2009	Retired
2010-2018	Unknown

Fr. Philip E. McCrillis



Ordination: 1961

Notes: According to the Diocese of San Jose, Fr. Philip McCrillis engaged in sexual misconduct with children while at St. Albert the Great Parish and St. Patrick Seminary between 1968 and 1969. In 2004, two sisters filed a civil lawsuit against Fr. Philip McCrillis alleging that he had sexually abused them when they were children in the 1960s. Fr. McCrillis was allegedly in a relationship with their mother when the alleged abuse began. In 2004, Fr. McCrillis was permanently banned from ministry. Fr. McCrillis' whereabouts and whether he had access to children from 2000 until his death in 2007 are unknown. The Diocese of San Jose included Fr. McCrillis on its list of clergy with credible allegations of sexual abuse of children.

Assignments:

1961-1965	St. Anne's, San Francisco, CA
1966-1969	St. Albert the Great, Palo Alto, CA
1969	St. Anthony Parish, Menlo Park, CA
1970-1972	St. Patrick Seminary, Menlo Park, CA
1973-1976	Newman Club, California State University, San Jose, CA
1973-1976	Newman Club, San Jose City College, San Jose, CA
1973-1976	St. Nicholas, Los Altos, CA
1977-1983	On leave
1983-1991	St. Nicholas, Los Altos, CA
1990	St. Tomas of Canterbury, San Jose, CA
1991	Special assignment
1991-1996	Holy Spirit, San Jose, CA
1996-2000	Special assignment (Vicar for Parish, San Jose, CA)
1998-1999	Evangelization Committee
1998-2000	Diocesan Clergy Personnel
1998-2000	Consultation Processes
2000	Long Range Planning
2001-2004	Absent on sick leave
2004-2007	Retired
2007	Died

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Fr. John W. McDonald, S.J.



Ordination: 1943

Assignments:

1943-1944	Alma College, Alma, CA (SFR)
1944-1945	St. Joseph's, Yakima, WA
1945-1947	Manresa Hall, Port Townsend, WA
1947-1948	Bellarmine Preparatory High School, Tacoma, WA
1948-1959	St. Mary's Indian Mission, Omak, WA
1948-1957	St. Anthony's Chapel, Desautel, WA; St. Joseph's, East Omak, WA; St. Gertrude's, Monse, WA
1959-1985	Bellarmine Preparatory High School, Tacoma, WA
1985	Died

Fr. Donald J. McGuire, S.J.



Ordination: 1961

Notes: Fr. Donald McGuire was a Jesuit priest accused of sexually abusing many children throughout his career. The Jesuits allegedly first received reports of Fr. McGuire's child sexual abuse in the late 1960s. Several reports regarding Fr. McGuire's sexually abusive behavior were made in the decades that followed. In the late 1970s and early 1980s, Fr. McGuire was assigned to the University of San Francisco in the Archdiocese of San Francisco. Fr. McGuire worked in the Archdiocese of Los Angeles in the early 1980s, until the Archdiocese permanently terminated his faculties as of January 1, 1985. During his time in the Archdiocese of Los Angeles, Fr. McGuire reportedly lived at Sacred Heart Retreat House in Alhambra. In 2006, Fr. McGuire was criminally convicted for sexually abusing two students of Loyola Academy in Wilmette, Illinois, in 1968 and 1969 during his time as a faculty member at the school. In 2008, he was criminally convicted for traveling to engage in sex acts with a teenager, who he took on trips to Minnesota, Switzerland, and Austria. Fr. McGuire has also been named as a defendant in multiple civil lawsuits brought by survivors who allege Fr. McGuire sexually abused them as children. He was listed on the Illinois Sex Offender Registry until his death in 2017.

Assignments:

1961-1962	Westphalia Jesuit Seminary, Germany
1962-1965	University of Innsbruck, Austria
1965-1972	Loyola University, Chicago, IL
1976-1981	University of San Francisco, San Francisco, CA (SFR)
1981-1989	Bellarmine Hall, Barrington, IL
1989-2002	Canisius House, Evanston, IL
2003-2005	Clark Street Residence, Chicago, IL
2006-2016	Unknown
2017	Died

Fr. William T. McIntyre, S.J.



Ordination: 1943

Assignments:

1943-1944	Alma College, Alma, CA (SFR)
1944-1945	Manresa Hall, Port Townsend, WA
1945-1946	Nativity of the B.V.M., Juneau, AK; St. Ann's Chapel, Juneau, AK; Bishop's Council; Marriage Tribunal
1946-1954	Holy Cross Mission, Holy Cross, AK
1954-1959	St. Francis Xavier's, Kotzebue, AK
1959-1962	St. Lawrence's, Mountain Village, AK
1962-1963	Immaculate Conception, Bethel, AK
1963-1968	St. Ignatius, Alakanuk, AK
1968-1970	Sacred Heart, Chevak, AK
1970-1980	St. Lawrence, Mountain Village, AK
1980-1981	Jesuit House, Anchorage, AK
1982	Unknown
1983	Died

Fr. John P. McManus, S.S.



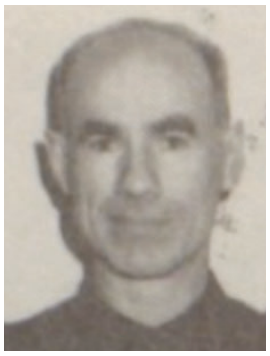
Ordination: 1940

Assignments:

1940-1943	St. Mary Seminary, Baltimore, MD
1943-1945	St. Joseph College, Mountain View, CA (SFR)
1945-1954	St. Edward Seminary Kenmore, WA
1954-1958	St. John Provincial Seminary, Plymouth, MI
1958-1968	St. Edward Seminary, Kenmore, WA
1968-1973	Sulpician Fathers' Residence, Baltimore, MD
1973-1978	Catholic University, Washington, D.C.
1978-1979	The Schools of the University, Washington, D.C.
1979-1983	St. John Mary Vianney, Kenmore, WA
1983-1986	St. Thomas Center, Bothell, WA
1986	Died

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Fr. Bernard (“Barney”) Francis McMeel, S.J.



Ordination: 1954

Assignments:

1954-1955	Alma College, Los Gatos, CA (SFR)
1955-1957	Immaculate Conception/Monroe High School, Fairbanks, AK
1957-1958	Manresa Hall, Port Townsend, WA
1958-1959	St. Patrick’s, Barrow, AK
1959-1965	Sacred Heart, Chevak, AK
1964-1968	Holy Cross, Holy Cross, AK
1966-1970	Council of Vigilance, Fairbanks, AK
1968-1973	Immaculate Conception, Fairbanks, AK; Superior Regular, Fairbanks, AK
1970-1971	Diocesan Building Commission, Fairbanks, AK
1969-1973	Pontifical Society for Propagation of the Faith, Fairbanks, AK
1973-1976	St. John Berchman, Galena, AK
1976-1977	St. Joseph’s, Tununak, AK
1978	St. Paul’s Indian Mission Church, Hays, MT
1979	Institute for Clergy Education, Notre Dame University, South Bend, IN
1979	St. Rose of Lima, Wrangell, AK
1979-1990	St. Paul Indian Mission, Fort Belknap Native American Reservation/Hays, MT
1991-1994	St. Thomas, Lodge Pole, MT; St. Joseph’s, Zortman, MT; Sacred Heart, Ft. Belknap Agency, MT
1994	Died

Fr. Gabriel L. Menager, S.J.



Ordination: Unknown

Assignments:

1927-1928	Jesuit Provincial Residence, Portland, OR
1927-1930	Nativity of the B.V.M., Juneau, AK; St. Ann’s Hospital, Juneau, AK; Chancery, Juneau, AK
1930-1933	St. Jude’s, Havra, MT
1933-1934	St. Joseph’s, Nome, AK; Holy Angels, Nome, AK
1935-1936	St. Jude’s, Havre, MT
1936-1939	St. Paul’s, St. Paul’s Mission, MT; St. Thomas, Lodge Pole, MT
1939-1945	St. Ignatius Mission, St. Ignatius, MT; Sacred Heart, Arlee, MT; St. John Berchman’s, Jocko, MT; St. Leonard’s, Dixon, MT
1945-1946	St. Paul’s Indian Mission, St. Paul, MT; St. Thomas, Lodge Pole, MT; St. Joseph’s, Zortman, MT
1946-1953	Loyola University, Los Angeles, CA
1953-1960	Loyola High School, Los Angeles, CA
1961-1962	San Francisco, CA (SFR)
1963	Los Angeles, CA
1964-1966	Sacred Heart Novitiate, Los Gatos, CA (SFR)
1966	Died

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Fr. Titian Jim Miani, S.D.B.



Ordination: 1955

Notes: Fr. Titian Miani is a Salesian priest who worked in four California dioceses—Los Angeles, Oakland, San Francisco, and Stockton. He has been accused of sexually abusing at least four children and has been named in at least three civil lawsuits alleging child sexual abuse. In 1947, while he was still in Italy, Fr. Miani was accused of assaulting a boy during a church retreat in Perdonone. After the abuse was reported, church officials allegedly sent him to do mission work with children in Brazil. Later, he worked at St. Mary's Home for Boys in Edmonton, Alberta, Canada, where he was accused of sexually abusing at least three students. Between 1959 and 1963, Fr. Miani was accused of abusing two high school-aged boys while working in the Archdiocese of Los Angeles. He went on to work at parishes and schools in the Archdiocese of San Francisco and the Diocese of Oakland. Fr. Miani left the Salesian order in 1974 and was incardinated into the Diocese of Stockton. In 1993, a woman reported to the Vicar for the Clergy's office in Los Angeles that she was sexually abused by Fr. Miani in approximately 1970 when she was in about sixth grade, and that Fr. Miani continued to sexually abuse her for several years. The Diocese of Stockton allegedly removed Fr. Miani from active ministry in 2002. In 2003, Fr. Miani was arrested and criminally charged with having sexually abused two girls in the 1960s in Bellflower. According to a 2008 lawsuit, Fr. Miani is believed to have abused more than 12 children in his two stints at St. John Bosco High School in Bellflower. Fr. Miani was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors. As part of its bankruptcy proceeding, the Diocese of Stockton included Fr. Miani in its list of claimed abusers. As of 2008, Fr, Miani was believed to be living in Stockton, California. Fr. Miani's current whereabouts and whether he has access to children are unknown.

Assignments:

1955-1957	St. Francis School, Watsonville, CA
1958-1959	St. John Bosco High School, Bellflower, CA
1959-1963	Bishop Mora Salesian High School, Los Angeles, CA
1964-1966	St. John Bosco High School, Bellflower, CA
1967-1968	Salesian High School, Richmond, CA (OAK)
1969-1972	Saints Peter and Paul, San Francisco, CA (SFR)
1972-1981	Holy Cross, Linden, CA
1981-1985	St. Patrick's, Angel's Camp, CA; St. Patrick's, Murphy, CA; Our Lady of the Sierra, Arnold, CA
1985-1993	St. Luke's, Stockton, CA
1993	Retired
1994-2018	Unknown

Fr. Robert Michele, C.S.P.



Ordination: 1955

Assignments:

1955-1958	St. Austin's, Austin, TX
1958-1963	St. Paul the Apostle, New York, NY
1963-1964	St. Vincent de Paul's, Mobile, AL
1964-1968	St. Philip Neri, Portland, OR
1968-1970	Holy Cross, Burnaby, British Columbia, Canada
1970-1972	Burnaby, British Columbia
1972-1973	St. Austin's, Austin, TX
1973-1979	St. Ann's, Boston, MA
1979-1981	Paulist Fathers Generalate, Scarsdale, NY
1981-1986	Old St. Mary's, San Francisco, CA (SFR)
1986-1989	Paulist Fathers Residence, Baltimore, MD
1989-1996	St. Austin's, Austin, TX
1996-2004	St. David's Hospital, Austin, TX
1996-2005	St. Austin's, Austin, TX; Paulist Generalate, Jamaica Estates, NY
2004-2007	Retired, St. Austin's, Austin, TX
2008-2018	Unknown

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Fr. James Thomas Monaghan, S.J.



Ordination: 1946

Assignments:

1946-1947	Alma College, Alma, CA (SFR)
1947-1948	Manresa hall, Port Townsend, WA
1948-1952	St. Ignatius High School, San Francisco, CA (SFR)
1952-1955	Bellarmine College Preparatory School, San Jose, CA (SFR)
1955-1962	Brophy College Preparatory School, Phoenix, AZ
1962-1963	St. Ignatius Parish, Sacramento, CA
1963-1971	St. Ignatius High School, San Francisco, CA (SFR)
1971-1975	St. Clare's, Santa Clara, CA (SFR)
1971-1972	Valley Medical Center, Santa Clara, CA (SFR)
1972-1975	Mission Convalescent Hospital, Santa Clara, CA (SFR)
1975-1991	St. Ignatius, Sacramento, CA
1992-2004	Sacred Heart Jesuit Center, Los Gatos, CA (SJ)
2004	Died

Fr. Gerald/Gerard A. Morin, S.J.



Ordination: 1942

Assignments:

1942-1943	Alma College, Alma, CA (SFR)
1943-1944	Bellarmine High School, Tacoma, WA
1944-1955	Manresa Hall, Port Townsend, WA
1945-1947	St. Ignatius', Portland, OR
1947-1948	St. Patrick's, Spokane, WA
1948-1951	Holy Name, Ketchikan, AK
1951-1983	St. Leo the Great, Tacoma, WA
1983-1991	Bellarmine High School, Tacoma, WA
1991-1992	Seattle University, Seattle, WA
1992	Died

Fr. John Joseph Morse, S.J.



Ordination: 1961

Assignments:

1961-1962	Alma College, Los Gatos, CA (SFR)
1962-1963	Manresa Hall, Point Townsend, WA
1963-1966	St. Joseph's, Yakima, WA
1966-1968	St. Mary's Mission, Omak, WA; St. Joseph's, East Omak, WA
1968-1972	Jesuit Missions, Portland, OR
1972-1973	St. Mary's Mission, Omak, WA; St. Joseph's, East Omak, WA
1973-1979	St. Joseph's, Yakima, WA
1979-1980	Our Lady of Mount Virgin, Seattle, WA
1980-1981	St. Stanislaus', Lewiston, ID
1981-1982	St. Patrick's, Granger, WA
1982-1993	St. Stanislaus', Lewiston, ID
1993-1995	Jesuit Provincial Office, Portland, OR
1994	St. Joseph's, Yakima, WA
1995-2006	Queen of All Saints, Warden, WA; Our Lady of Fatima, Moses Lake, WA
1998-2006	Presbyteral Council, Yakima, WA
2007	Unknown
2008-2015	Regis Jesuit Community, Spokane, WA
2015	Died

Fr. George Moss



Ordination: Unknown

Notes: According to the Diocese of San Jose, Fr. George Gross engaged in sexual misconduct with children while at St. Joseph Parish in Mountain View from 1963 to 1976. At the time, St. Joseph Parish was part of the Archdiocese of San Francisco. Fr. Gross reportedly retired in 1976. In 2002, 2004, and 2012, the Diocese of San Jose received reports that Fr. Gross sexually abused a child. The Diocese of San Jose included Fr. Moss in its list of clergy with credible allegations of sexual abuse of children. His whereabouts and access to children from his retirement in 1976 to his death in 1986 are unknown.

Assignments:

1963-1976	St. Joseph Parish, Mountain View, CA (SFR)
1977-1985	Unknown
1986	Died

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Fr. Guy Anthony Murnig



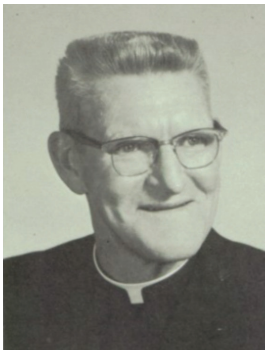
Ordination: Unknown

Notes: Multiple survivors have come forward alleging child sexual abuse by Fr. Guy Anthony Murnig in the 1970s while he worked at St. Marin Catholic High School in Kentfield. In 2002, Fr. Murnig was arrested and criminally charged with child sexual abuse. However, the charges were dropped due to a U.S. Supreme Court ruling that changed the law surrounding statutes of limitation. In 1978, Fr Murnig reportedly left the priesthood to marry a former student he met while he was a teacher at Marin Catholic High School. Fr. Murnig has been named in at least one civil lawsuit. Fr. Murnig's current whereabouts and whether he has access to children are unknown.

Assignments:

1971-1973	St. Sebastian's, Kentfield-Greenbrae, CA
1972-1978	Marin Catholic High School, Kentfield, CA
1973-1977	Serra Club of Marin County, San Rafael, CA
1979-2018	Unknown

Fr. Cornelius Patrick (Pedraig) Murphy, S.J



Ordination: 1945

Assignments:

1945-1946	Alma College, Alma, CA (SFR)
1946-1947	St. John the Baptist, Chico, CA; Stations of St. John the Baptist, Magalia, Paradise, and Sterling City, CA
1947-1950	St. Bernard's, Eureka, CA; St. Joseph's, Eureka, CA
1950-1961	Holy Cross, Tulelake, CA; Our Lady of Good Counsel, Dorris, CA
1950-1957	Station of Holy Cross, Tennant, CA
1961-1968	St. Patrick's, Placerville, CA; St. James, Georgetown, CA
1968-1972	St. Joseph's, Marysville, CA; Sacred Heart, Dobbins, CA; Marysville Deanery, Marysville, CA
1972-1989	Our Lady of the Assumption, Carmichael, CA
1989	Died

Fr. Stephen J. Muth



Ordination: 1982

Assignments:

1983-1985	St. Mary's, Sault Ste. Marie, Ontario, Canada
1986-1990	Unknown
1991-1992	Kansas Newman College, Wichita, KS
1991-1992	Sisters of the Immaculate Heart of Mary of Wichita, Wichita, KS
1992-1993	Blessed Sacrament, Wichita, KS
1993-1994	Immaculate Conception, San Francisco, CA (SFR)
1993-1994	St. Andrew the Apostle, Sacramento, CA
1993-1994	St. Volodymyr Ukrainian Catholic Center, Santa Clara, CA (SJ)
1995-2000	Unknown
2001-2002	St. Nicholas, Barberton, OH
2002-2010	St. Luke's Byzantine, Sugar Creek, MO
2002-2010	St. Cyril's, Sugar Creek, MO
2010	St. Basil the Great, Irving, TX
2010-2011	Assumption of the Blessed Virgin Mary, Whiting, IN
2012-2018	Unknown

Fr. William S. Myers



Ordination: 1988

Notes: In the mid- to late-1990s, Fr. William Myers took a leave of absence in order to receive treatment for sex addiction and "sexual identity issues." Fr. William Myers was removed from ministry by the Archdiocese of San Francisco in May 2011 after allegations of child sexual abuse surfaced against him. Fr. Myer's status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1988-1991	Our Lady of Fatima, Modesto, CA
1991-1994	St. Bernard's, Tracy, CA
1994-1995	St. Jude's, Ceres, CA
1995-2000	Absent on leave
2000-2001	St. Vincent de Paul, San Francisco, CA
2001-2005	St. Anne's, San Francisco, CA
2005-2007	St. Brendan's, San Francisco, CA
2007-2010	St. Raymond's, Menlo Park, CA
2010-2013	On duty outside the Archdiocese
2013-2018	Unknown

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Fr. Anthony Ngwumohaike



Ordination: 1969

Assignments:

1970-1981	Unknown
1982-1984	St. Anthony's, San Fernando, CA
1984-1986	Holy Spirit, Los Angeles, CA
1987-1988	St. Monica's, San Francisco, CA (SFR)
1989-2001	Unknown
2002-2005	Archdiocesan Pastoral Services (Nigerian Apostolate, Boston, MA)
2006-2018	Unknown

Fr. Leonel C. Noia



Ordination: 1972

Notes: Fr. Leonel C. Noia worked at parishes in the Archdiocese of San Francisco and Diocese of San Jose. According to the Diocese of San Jose, Fr. Noia engaged in sexual misconduct with children at St. Patrick Parish during the 1970s. Fr. Noia was criminally convicted of child sexual abuse in 1976 and was sentenced to six months in jail, five years of probation, and was ordered to get psychiatric treatment. Fr. Noia has been accused of child sexual abuse by two people and both victims filed a civil lawsuits related to the alleged abuse. Fr. Noia's victims claim that he often shared alcohol, marijuana, and pornography them and other boys at St. Patrick Parish in San Jose. Diocese of San Jose church allegedly knew of Fr. Noia's inappropriate behavior towards a number of other boys. Fr. Noia was permanently banned from ministry in 2002. The Diocese of San Jose included Fr. Noia on its list of clergy with credible allegations of sexual abuse of children.

Assignments:

1970-1971	St. Patrick Seminary, Menlo Park, CA (SFR)
1972-1973	St. Victor Parish, San Jose, CA (SFR)
1973-1975	St. Patrick Parish, San Jose, CA (SFR)
1975	St. Joseph Parish, Mountain View, CA (SFR)
1975-1978	Suspended faculties (incarcerated)
1978-1982	St. Julie Billiart Parish, San Jose, CA (1978-1980 SFR; 1981-1982 SJ)
1982-1986	St. Anthony Parish, San Jose, CA (SJ)
1986-2002	Five Wounds Parish, San Jose, CA (SJ)
2002-2005	Sabbatical and retirement
2005	Died

Fr. Joseph Obersinner, S.J.



Ordination: 1957

Assignments:

1957-1958	Alma College, Los Gatos, CA (SFR)
1958-1959	Manresa Hall, Port Townsend, WA
1959-1971	St. Mary Indian Mission, Omak, WA; St. Joseph, East Omak, WA
1971-1981	St. Ignatius Mission, St. Ignatius, MT; Sacred Heart, Arlee, MT; St. John Berchman, Jocko, MT; St. Leonard, Dixon, MT; Sacred Heart, Dixon, MT
1981-1982	Sabbatical (Loyola Renewal Center, Portland, OR)
1982-1984	St. Joseph, Omak, WA
1984	Jesuit Provincial Residence, Portland, OR
1984-1989	St. Luke, Woodburn, OR; St. Agnes/Mission San Lucas, Hubbard, OR
1989-1991	St. Francis Xavier, Missoula, MT
1992-1997	Sacred Heart, Tillamook, OR; St. Joseph, Cloverdale, OR
1997-1998	Sacred Heart, DeSmet, ID; Our Lady of Perpetual Help, Plummer, ID; St. Michael's, Worley, ID
1998-2015	Spokane Regis Community, Spokane, WA
2016-2018	Unknown

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Msgr. John O'Connor



Ordination: 1960

Notes: The Archdiocese of San Francisco placed Msgr. John O'Connor on leave in 2002 after it received an allegation of improper contact with a boy occurring more than 30 years ago. Msgr. O'Connor's status as a priest, his whereabouts, and whether he had access to children from 2002 until his death in 2013 are unknown.

Assignments:

1960-1961	St. Stephen's, San Francisco, CA
1961-1963	Catholic University, Washington, D.C.
1963-1964	Sacred Heart, San Francisco, CA
1963-1971	Social Services/Catholic Charities, San Francisco, CA
1964-1971	St. Isabella, San Rafael, CA
1967-1971	St. Patrick's Seminary, Menlo Park, CA
1971-1977	St. Kevin's, San Francisco, CA
1974-1979	Social Services/Catholic Charities, San Francisco, CA
1977-1981	Sacred Heart, San Francisco, CA
1979-1983	Catholic Charities, San Francisco, CA
1981-1983	St. Stephen's, San Francisco, CA
1983-1985	Archdiocesan Secretary of Social Ministry, San Francisco, CA
1983-1997	Mission Dolores Basilica, San Francisco, CA
1986-1993	Dean of San Francisco Mission Deanery, San Francisco, CA
1987-1993	Diocesan Counselor, San Francisco, CA
1997-1998	Dean of Deanery 3, San Francisco, CA
1997-2002	Cathedral of St. Mary (Assumption), San Francisco, CA
2000-2002	Dean of Deanery 3, San Francisco, CA
2003-2005	Unknown
2005-2013	Absent on leave
3/15/2013	Died

Fr. Thomas E. O'Rourke, S.J.

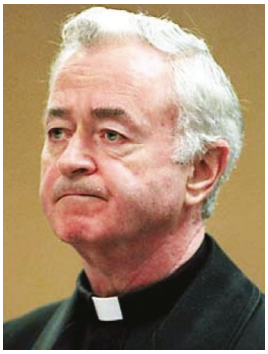


Ordination: Unknown

Assignments:

1943-1944	Alma College, Alma, CA (SFR)
1944-1945	Manresa Hall, Port Townsend, WA
1945-1949	Sacred Heart Novitiate, Los Gatos, CA (SFR)
1949-1956	Loyola University, Los Angeles, CA
1956-1961	St. Ignatius, San Francisco, CA (SFR)
1961-1969	Loyola High School, Los Angeles, CA
1969-1970	Sacred Heart Novitiate, Los Gatos, CA (SFR)
1970-1975	Jesuit Community at the University of San Francisco, San Francisco, CA (SFR)
1975-1993	Brophy College Preparatory School, Phoenix, AZ
1993	Died

Fr. Patrick O'Shea



Ordination: 1958

Notes: Fr. Patrick O'Shea was criminally charged with child sexual abuse, but the charges were dropped due to the statute of limitation. In the mid-1990s, Fr. O'Shea was named in multiple civil child sexual abuse lawsuits, both of which settled. The Archdiocese of San Francisco permanently stripped him of his faculties in 1995 and applied for his laicization. As of 2003, the application for laicization remained pending. Fr. O'Shea was convicted of grand theft and tax fraud in 2004 and put on probation. His whereabouts and whether he had access to children from 1994 to 2018 are unknown.

Assignments:

1958-1969	Mission Dolores Basilica, San Francisco, CA
1969-1970	On duty outside the Archdiocese
1970-1978	Most Holy Redeemer, San Francisco, CA
1970-1994	Holy Childhood Pontifical Association, San Francisco, CA
1972-1982	Assistant Director for Vocations, San Francisco, CA
1971-1982	San Francisco Society for the Propagation of the Faith, San Francisco, CA
1978-1990	Holy Name of Jesus, San Francisco, CA
1985-1994	San Francisco Society for the Propagation of the Faith, San Francisco, CA
1989-1992	Serra Club of West San Francisco Area (Golden Gate)
1990-1994	St. Cecilia, San Francisco, CA
1994-1995	Unknown
1995-2003	Absent on leave
2003-2018	Unknown

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Fr. Sylvester D. Penna, S.J.



Ordination: 1948

Assignments:

1948-1949	Alma College, Alma, CA (SFR)
1949-1950	Manresa Hall, Port Townsend, WA
1950-1952	Bellarmine High School, Seattle, WA
1952-1953	St. Patrick's, Spokane, WA
1953-1960	St. Jude Thaddeus', Havre, MT; St. John's, Cottonwood, MT
1960-1961	St. Stanislaus', Lewiston, ID
1961-1963	St. Patrick's, Spokane, WA
1963-1966	Gonzaga University, Spokane, WA
1966-1967	Loyola High School, Missoula, MT; St. Francis Xavier, Missoula, MT
1967-1968	St. Jude Thaddeus, Havre, MT; St. John's, Cottonwood, MT
1968-1972	St. Thomas the Apostle, Harlem, MT; St. Thomas, Hogeland, MT; Sacred Heart, Fort Belknap, MT
1972-1973	St. Katherine's, Enterprise, OR; St. Pius X, Wallowa, OR
1973-1974	St. Vincent de Paul, Salem, OR
1974	Died

Fr. James E. Poole, S.J.



Ordination: 1953

Assignments:

1953-1954	Alma College, Los Gatos, CA (SFR)
1954-1955	Seattle University, Seattle, WA
1955-1956	Manresa Hall, Port Townsend, WA
1956-1959	St. Lawrence, Mountain Village, AK; Pilot Station, AK (mission of St. Lawrence); Chakartulik, AK (mission of St. Lawrence); and Marshall, AK (mission of St. Lawrence)
1959-1964	St. Mary's Mission, St. Mary's, AK
1964-1965	Jesuit High School, Portland, OR
1965-1966	St. Patrick's, Barrow, AK
1966-1971	King Island Village, AK
1966-1979	St. Joseph's, Nome, AK; Little Diomede Island, AK (mission of St. Joseph's); and Teller, AK (mission of St. Joseph's)
1979-1980	Jesuit School of Theology, Berkeley, CA (OAK)
1980-1988	St. Joseph's, Nome, AK; Little Diomede Island, AK (mission of St. Joseph's); Teller, AK (mission of St. Joseph's); Unalakleet, AK (mission of St. Joseph's)
1988-1989	Bellarmine High School, Tacoma, WA (in residence); St. Joseph's Hospital and Health Care Center, Tacoma, WA (chaplain)
1990	Unknown
1991-2003	Bellarmine High School, Tacoma, WA (in residence); St. Joseph's Hospital and Health Care Center, Tacoma, WA (chaplain)
2003-2014	Retired (Regis Community, Spokane, WA)
2015-2018	Unknown

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Fr. Richard Presenti, S.D.B.



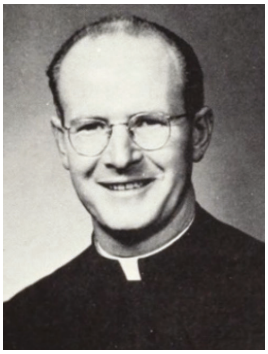
Ordination: 1968

Notes: Prior to his ordination, Fr. Richard Presenti was a Salesian brother and worked at Camp Salesian. Fr. Presenti has been named in at least four lawsuits alleging child sexual abuse. He is last known to have been living at the Salesian Provincial Residence in San Francisco. Fr. Presenti's status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1960s	Camp Salesian, Middletown, CA
1968-1974	Salesian High School, Richmond, CA
1970s	Camp Salesian, Middletown, CA
1974-1980	St. John Bosco High School, Bellflower, CA
1980-1989	Salesian Provincial Residence, San Francisco, CA
1989-2000	St. John Bosco High School, Bellflower, CA
2000-2017	Salesian Provincial Residence, San Francisco, CA
2004-2006	St. Francis Central Coast Catholic High School, Watsonville, CA
2018	Unknown

Fr. James E. Prindeville



Ordination: Unknown

Notes: Fr. James Prindeville was named in a civil lawsuit in 2003, which alleged that he sexually abused a 16-year-old girl at Bishop O'Dowd High School between 1952 and 1953. Fr. Prindeville left the priesthood at some point after 1961 and married and is believed to have lived in San Jose until his death in 2004. After leaving the priesthood, he continued his association with the religious world by assisting former priests and religious with their resumes and job networking.

Assignments:

1949	Catholic University, Washington, D.C. (SFR)
1950-1951	St. Catherine of Sienna, Burlingame, CA (listed as James F. Prindeville in diocese pages)
1950-1951	Serra High School for Boys, San Mateo, CA (Not Indexed here, only in diocese pages)
1952-1953	St. Louis Bertrand, Oakland, CA
1952-1955	Bishop O'Dowd High School, Oakland, CA
1956-1961	Cathedral of St. Mary, San Francisco, CA; Sacred Heart School, San Francisco, CA
1958-1961	Director of Sodalities
1962-1973	St. Victor, San Jose, CA
1963-1974	Serra Club, San Jose, CA
1975-2004	Unknown
2004	Died

Fr. Joseph T. Pritchard



Ordination: 1948

Notes: Fr. Joseph T. Pritchard worked in the Archdiocese of San Francisco and the Diocese of San Jose. He has been accused of sexually abusing at least 20 children, including his own nephew. In 2003, Fr. Pritchard's nephew reported that he had been sexually abused as a child by his uncle and that his mother reported the abuse to church officials in 1959. Several victims allege the abuse occurred in the Fr. Pritchard's living quarters in approximately the 1970s while Fr. Pritchard was serving at St. Martin's. The Diocese of San Jose acknowledged that Fr. Pritchard engaged in sexual misconduct with children while at St. Martin's in the 1970s. Since 2002, at least twenty civil lawsuits have been filed alleging that Fr. Pritchard sexually abused minors. The Archdiocese of San Francisco settled the vast majority of these lawsuits. The Diocese of San Jose included Fr. Pritchard on its list of clergy with credible allegations of sexual abuse of children.

Assignments:

1948-1953	St. Brendan's, San Francisco, CA (SFR)
1949-1953	Diocesan Commission on Church Music
1953-1956	Bishop O'Dowd High School, Oakland, CA (SFR)
1956-1970	Serra High School for Boys, San Mateo, CA (SFR)
1970-1971	St. Cyprian's, Sunnyvale, CA (SFR)
1971-1979	St. Martin's, San Jose, CA (SFR)
1979-1988	St. Nicholas, Los Altos, CA (1979-1980 SFR; 1981-1988 SJ)
1979-1988	Residential Park for the Aged, Seven Oaks, CA
1986-1988	Special Assistance Ministry Board Chairman
1988	Died

Fr. Celestine Quinlan, O.F.M. Cap.



Ordination: Unknown

Notes: Fr. Celestine Quinlan was a Capuchin priest. He has been accused of sexually abusing at least four children. Fr. Quinlan was named in four civil lawsuits alleging child sexual abuse that occurred from approximately 1957 to 1963 while Fr. Quinlan worked at St. Francis of Assisi in Los Angeles. After the mother of two of Fr. Quinlan's alleged victims reported the abuse to church officials, Fr. Quinlan was transferred to Willits, which was then under the jurisdiction of the Archdiocese of San Francisco. According to the attorney for multiple alleged victims of Fr. Quinlan, the Archdiocese of Los Angeles told his clients that Fr. Quinlan had been sent to a reservation in Arizona to pay penance for his sins. Fr. Quinlan was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors. From 1963 until his death, Fr. Quinlan's status as a priest, whereabouts, and whether he had access to children are unknown.

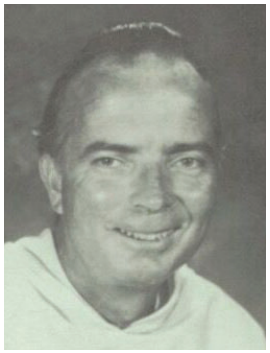
Assignments:

1958-1962	St. Francis of Assisi, Los Angeles, CA
1963-1969	Unknown
1970	Died

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Fr. Terrence Reilly, O.P.



Ordination: 1959

Notes: Fr. Terrence Reilly was a Dominican priest with ties to the Archdiocese of Los Angeles, Archdiocese of San Francisco, and Diocese of Oakland. He has been accused by at least three people of child sexual abuse. Fr. Reilly has been named in at least one civil lawsuit alleging child sexual abuse. In 2002, a victim reported child sexual abuse by Fr. Reilly while he was a student at Daniel Murphy High School in 1976. Fr. Reilly has also been accused of child sexual abuse at St. Agnes Catholic Church in Los Angeles. It is believed that Fr. Reilly was in residence for several years at Saint Dominic in San Francisco. It is also believed that Fr. Reilly was at St. Albert's Priory in Oakland for a period of time after 2003, a location where many accused priests have been housed. Fr. Reilly was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors. It is believed Fr. Reilly died in approximately 2016. Since 1980, Fr. Reilly's whereabouts, his status as a priest, and whether he had access to children are unknown.

Assignments:

1960-1969	Unknown
1970-1980	Daniel Murphy High School, Los Angeles, CA
1981-2018	Unknown

Fr. Arthur A. (Arturo) Ribeiro



Ordination: 1950

Notes: Fr. Arthur Ribeiro has been named in at least five civil lawsuits alleging child sexual abuse. Fr. Ribeiro was named publicly as a sex offender by the Diocese of Oakland in July 2004. Fr. Ribeiro went on sick leave in 1982 and was confronted about his sexual misconduct by two priests in 1996. Fr. Ribeiro was removed from ministry shortly after the confrontation. Fr. Ribeiro has been accused by at least four people of child sexual abuse. It is believed that Fr. Ribeiro died in 2000. From 1981 until his death, his whereabouts, status as a priest, and whether he had access to children are unknown.

Assignments:

1951	St. Leander, San Leandro, CA (SFR)
1952	Five Wounds, San Jose, CA
1953-1957	Sacred Heart, Turlock, CA
1958-1961	St. Joseph of Cupertino, Cupertino, CA
1962-1964	All Saints, Concord, CA (OAK)
1965	St. Bede, Hayward, CA
1966	St. Joseph's, Berkeley, CA
1967	Our Lady of Grace, Castro Valley, CA
1968-1970	St. Columba, Oakland, CA
1971-1980	St. Perpetua, Lafayette, CA
1981-1992	Absent on Sick Leave
1993	Unknown
1994-2000	Retired
2000	Died (10/18/2000)

Fr. Miles O'Brien Riley



Ordination: 1963

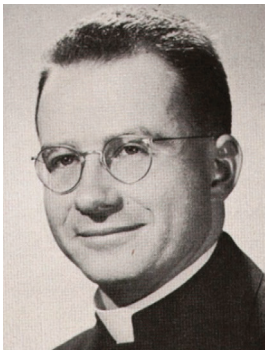
Notes: Fr. Miles O'Brien Riley was accused of sexually assaulting a child beginning when she was 16 years old. The Archdiocese of San Francisco reviewed the accusation in 2002 and permitted Fr. Riley to quietly retire. Fr. Riley's current whereabouts and whether he has access to children are unknown.

Assignments:

1963-1964	Unknown
1964-1968	St. Raphael's, San Rafael, CA; San Quentin State Prison, San Rafael, CA (chaplain)
1968-1970	St. Paul's, San Francisco, CA
1970-1982	Mission Dolores Basilica, San Francisco, CA
1982-1989	St. Gabriel, San Francisco, CA
1989-1991	Special assignment (Catholic Communications, San Francisco, CA)
1991-1995	St. Catherine of Siena, Burlingame, CA
1992-1994	Special assignment (Pastoral Commission, San Francisco, CA)
1995-2002	Special assignment (Communications, San Francisco, CA)
1995-2002	St. Mark's, Belmont, CA
2002-2003	Unknown
2003-2017	Retired
2018	Unknown

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Fr. Edmund J. Robinson, S.J.

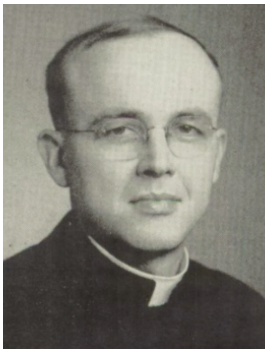


Ordination: 1955

Assignments:

1955	Alma Colllege, Los Gatos, CA (SFR)
1955-1958	St. Paul's Indian Mission, Hays, MT
1956-1958	St. Thomas, Lodge Pole, MT; St. Joseph's, Zortman, MT; Mission of St. Paul's Indian Mission at Beaver Creek, MT
1958-1959	Manresa Hall, Port Townsend, WA
1959-1962	St. Paul's Indian Mission, Hays, MT (stations include Beaver Creek, Landusky, and Cow Creek); St. Thomas', Lodge Pole, MT; St. Joseph's, Zortman, MT
1962-1964	St. Ignatius, MT; Sacred Heart, Arlee, MT; St. John Berchman's, Jocko, MT; St. Leonard's, Dixon, MT
1964-1966	St. Mary's Indian Mission, Omak, WA
1966-1968	St. Thomas', Lodge Pole, MT; St. Joseph's, Zortman, MT
1968-1972	St. Igantius', St. Ignatius, MT; St. John Berchman's, Jocko, MT; St. Leonard's, Dixon, MT
1970-1972	Sacred Heart, Arlee, MT
1972-1973	St. Joseph's, East Omak, WA; St. Mary's Mission, Omak, WA
1973-1981	St. Ignatius', St. Ignatius, MT; St. John Berchman's, Jocko, MT; Sacred Heart, Arlee, MT
1981-1984	Sacred Heart, DeSmet, ID; Our Lady of Perpetual Help, Plummer, ID; St. Michael's, Worley, ID
1985-1986	St. Luke's, Woodburn, OR; St. Agnes/Mission San Lucas, Hubbard, OR
1986-1988	St. Thomas the Apostle, Harlem, MT; St. Thomas Aquinas, Hogeland, MT; Sacred Heart, Belknap, MT
1988-1993	St. Stanislaus', Lewistown, ID; St. Joseph Regional Medical Center, Lewiston, ID
1993-2014	Regis Jesuit Community Center, Spokane, WA
2014	Died

Fr. Charles A. Saalfeld, S.J.



Ordination: 1946

Assignments:

1946-1947	Alma College, Alma, CA (SFR)
1947-1948	Bellarmine Preparatory High School, Tacoma, WA
1948-1949	Manresa Hall, Port Townsend, WA
1949-1956	Marquette High School, Yakima, WA
1956-1957	St. Joseph's, Madison, WI
1957-1966	Monroe Catholic High School, Fairbanks, AK
1966-1973	St. Aloysius, Tanana, AK; Stations of St. Aloysius in Ruby, Galena, Bettles, Hughes, Huslia, Koyukuk, Manley Hot Springs, and Rampart, AK
1973-1974	Jesuit School of Theology, Berkeley, CA (OAK)
1974-1978	Our Lady of the Snows, Nulato, AK; Katlag, Koyukuk, AK (mission of Our Lady of the Snows)
1978	Died

Fr. Carl Anthony Schipper



Ordination: 1968

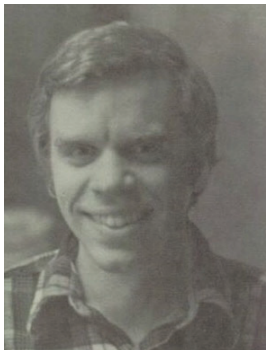
Notes: Fr. Carl Schipper was arrested in 2000 for sending harmful materials to minors over the Internet. Fr. Schipper pled no contest and was sentenced to 6 months in jail and 3 years' probation, and was registered as a sex offender. Fr. Schipper retired in 2003. His whereabouts and whether he had access to children since 2003 are unknown.

Assignments:

1968-1970	St. Raymond's, Menlo Park, CA
1970-1972	Immaculate Heart of Mary, Belmont, CA
1970-1979	Serra High School for Boys, San Mateo, CA
1978-1981	Archdiocesan Board of Education, San Francisco, CA
1978-1987	Department of [Catholic] Education, San Francisco, CA
1987-1992	St. Gabriel's, San Francisco, CA
1992-2000	St. Patrick's Seminary, Menlo Park, CA
2000-2003	Administrative leave
2003-2017	Retired
2018	Unknown

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Fr. John Schwartz, S.J.



Ordination: 1981

Assignments:

1981-1984	Jesuit High School, Beaverton, OR
1985-1987	Jesuit High School, Portland, OR
1988	Unknown
1989-1993	Williamette University, Salem, OR; St. Joseph's, Salem, OR
1994-2001	Unknown
2002-2004	St. Stephen's, San Francisco, CA (SFR)
2004-2005	St. Anselm's, Ross, CA (SFR)
2005-2006	Absent on leave
2007-2011	St. Anne's Home, San Francisco, CA (SFR)
2012-2018	Unknown

Fr. Noel Senevirante



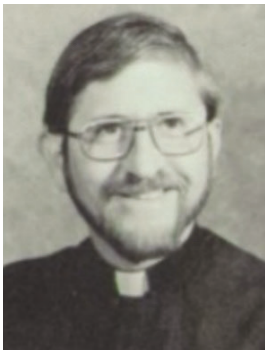
Ordination: Unknown

Notes: Fr. Noel Senevirante worked in the Archdiocese of San Francisco and Diocese of San Jose. He also reportedly had ties to the Diocese of Trincomalee-Batticaloa in Sri Lanka. According to the Diocese of San Jose, Fr. Senevirante engaged in sexual misconduct with a child while at St. Leo the Great School between 1971 and 1972. In 2002, the Diocese of San Jose received a report that Fr. Senevirante sexually abused a child. Fr. Senevirante was permanently banned from ministry in 2002. The Diocese of San Jose included Fr. Senevirante in its list of clergy with credible allegations of sexual abuse of children. His whereabouts and access to children from 1970 until his death in 2009 are unknown.

Assignments:

5/1970	St. Martin of Tours Parish, San Jose, CA (SFR)
7/1970	St. Leo the Great Parish, San Jose, CA (SFR)
10/1970	St. Maria Goretti Parish, San Jose, CA (SFR)
1970-2008	Unknown
2009	Died

Fr. John Alexander Sherlock



Ordination: 1966

Assignments:

1966-1968	St. Mary's, Mobile, AL
1967-1969	Bishop Toolen High School, AL
1968-1969	Little Flower Parish, Mobile, AL
1969-1970	St. Patrick's College, Mountain View, CA (SFR)
1970-1971	Marquette, WI
1970-1974	Marquette University, Marquette, WI
1974-1980	McGill Toolen High School, Mobile, AL; Cathedral of the Immaculate Conception, Mobile, AL
1980-1983	Holy Family, Mobile, AL
1983-1986	St. Thomas the Apostle, Chickasaw, AL
1986-1989	Our Lady of Lourdes, Mobile, AL
1989-1997	St. Pius X Church, Mobile, AL
1997-2003	St. Peter's, Montgomery, AL
2003-2018	Unknown

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Fr. Anthony Slane, C.SS.R



Ordination: 1942

Notes: Fr. Anthony Slane was a member of the Redemptorist religious order. Fr. Slane was named in a civil lawsuit alleging that he sexually abused a child at St. Alphonsus Liguori in San Leandro. Fr. Slane also worked in the Archdiocese of Seattle and has been included on the Seattle archdiocese's 2016 list of clergy and religious with admitted, established or credible allegations against them of sexually abusing a minor. Fr. Slane died in 2010 while living at St. Clement Health Care Center in Liguori, Missouri.

Assignments:

1943	Immaculate Conception Seminary, Oconomowoc, WI
1944	Unknown
1945-1947	Holy Redeemer College, Oakland, CA (SFR)
1948- 1950	Villa San Clemente, Livermore, CA
1951-1953	St. Gerard Majella, Great Falls, MT
1954-1957	St. Alphonsus, Fresno, CA
1958-1960	Villa San Clemente, Livermore, CA
1961-1965	St. Alphonsus Liguori, San Leandro, CA (1962-OAK)
1966	Holy Redeemer, Portland, OR
1967 3696	Clay St., San Francisco, CA
1968-1981	Gerad Majella, Great Falls, MT
1982-1987	Our Lady of Good Help, Hoquiam, WA
1988-2002	Sacred Heart of Jesus, Seattle, WA
2003	Unknown
2004-2010	St. Clement Health Care Center, Ligouri, MO (STL)
2010	Died (4/4/10)

Fr. Theodore J. St. Hilaire, S.J.



Ordination: 1967

Assignments:

1967-1968	Alma College, Los Gatos, CA (SFR)
1968-1969	Manresa Tertian House, Seattle, WA
1969-1972	St. Mary's Mission Church, Omak, WA; St. Joseph's, East Omak, WA
1972-1973	Gonzaga University, Spokane, WA
1973-1975	St. Mary's Mission Church, Omak, WA; St. Joseph's, East Omak, WA
1976-2018	Unknown

Br. Wellington Joseph (Stan) Stanislaus, S.J.



Ordination: Unknown

Notes: Br. Wellington Stanislaus moved from San Jose to Phoenix in approximately 1971 after being accused of child sexual abuse by at least one survivor. Br. Stanislaus was allowed to work with youth programs in Phoenix during the time of the accusation. Br. Stanislaus was arrested in 2003 in connection with child sexual abuse allegedly perpetrated in 1969 at a home for wayward boys in Los Gatos. The charges were later dismissed on statute of limitation grounds. Br. Stanislaus' status as a brother, current whereabouts, and whether he has access to children are unknown.

Fr. Thomas J. Sullivan, S.J.



Ordination: 1944

Notes: Fr. Thomas J. Sullivan was a Jesuit priest who worked in the Archdiocese of San Francisco and Archdiocese of Los Angeles. Fr. Sullivan was accused of sexually abusing a child from 1956 to 1958 at Loyola High School. At least one civil lawsuit was filed against Fr. Sullivan. Fr. Sullivan was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors.

Assignments:

1945	Unknown
1946-1947	Loyola University, Los Angeles, CA
1948-1955	Manresa Retreat House, Azusa, CA
1956-1960	Hiroshima Gakuin High School, Japan
1961-1963	University of Santa Clara, Santa Clara, CA (SFR)
1964-1966	University of San Francisco, San Francisco, CA (SFR)
1967-1968	Jesuit Curia, Rome
1969	University of San Francisco, San Francisco, CA (SFR)
1970-1978	Newman Center University of Hawaii, Honolulu, HI
1979-1989	Loyola Marymount University, Los Angeles, CA
1990-1991	Unknown
1992	Died

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Attorney Advertising

Fr. Jose Superiaso



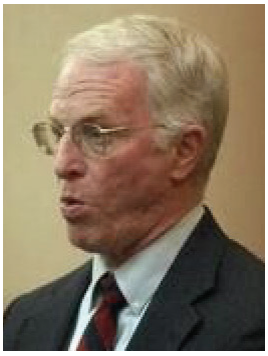
Ordination: 1985

Notes: Fr. Jose Superiaso was arrested in 2003 on child sexual abuse charges stemming from his time at a Native American reservation in the Archdiocese of Santa Fe. Fr. Superiaso pled guilty in 2005 and was sentenced 10 years in prison. He was released in January 2012 and his deportation to the Philippines is reportedly pending. Fr. Superiaso's status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1985-1991	Philippines
1991-1997	St. Andrew's, Daly City, CA
May 1997-July 1997	Our Lady of the Pillar, Half Moon Bay, CA
1997-1998	Immaculate Heart of Mary, Belmont, CA
Mid-1998-1999	St. Anne's, Santa Fe, NM
1999-2000	La Santisima Trinidad, Arroyo Seco, NM
1999-2000	San Antonio de Padua, Valdez, NM
1999-2000	Santo Nino de Atocha, Las Colonias, NM
1999-2000	San Cristobal, San Cristobal, NM
1999-2000	Nuestra Senora de Guadalupe, Taos, NM
1999-2000	St. Jerome's, Taos, NM
1999-2000	Taos Pueblo, NM
1999-2000	St. Theresa, El Prado, NM
1999-2000	Our Lady of Sorrows, Canon, NM
1999-2000	Immaculate Conception, Ranchitos, NM
1999-2000	San Antonio, La Loma, NM
2000-2003	Cathedral of San Francisco de Asis, Santa Fe, NM
2000-2003	Santa Clara Indian Pueblo, Rio Arriba Co.
2000-2003	San Ildefonso Indian Pueblo, Santa Fe Co.
2000-2003	Tesuque Indian Pueblo, Santa Fe Co.
2003-2012	Prison (inmate)
2012-2018	Unknown

Fr. Thomas H. Teczar



Ordination: 1967

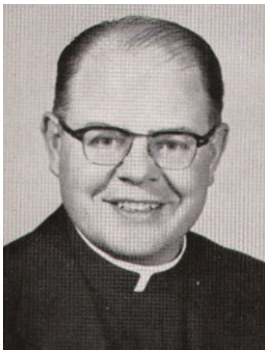
Notes: Fr. Teczar was convicted of child sexual abuse. He was accused of child sexual abuse before he became a priest, and similar accusations were made throughout his time in the priesthood. In total, according to prosecutors, Fr. Teczar has been accused of abusing at least 14 boys. The first accusations came in the mid-1960s before he was a priest. At the time, Fr. Teczar was working at the Nazareth Home for Boys and was fired after he was accused of bathing a 10-year-old boy and inappropriately touching another. Prior to Fr. Teczar's ordination, Diocese of Worcester Bishop Joseph Flanagan warned of his "predilection for intimate and rather exclusive companionship with young boys." Fr. Teczar was kicked out of seminary twice due to erratic behavior. A few years after being ordained, Fr. Teczar was assigned to St. Mary's in Uxbridge, Massachusetts, where he allegedly sexually abused at least five children. In 1985, Fr. Teczar was forced out of the Diocese of Worcester and was absent on leave for a few years following accusations of inappropriately touching a teenage boy. During this time, Fr. Teczar was sent to the House of Affirmation in Montara, California, within the Archdiocese of San Francisco. Fr. Teczar was arrested in 2002 and charged with the raping a 12-year-old boy from Ranger, Texas, in 1990. Fr. Teczar was convicted and sentenced to 50 years in prison. He was laicized in 2011. At least seven civil lawsuits involving Fr. Teczar have settled.

Assignments:

1967-1969	St. Joan of Arc, Worcester, MA
1970-1972	St. Mary's, Uxbridge, MA
1972-1975	St. Ann's, Leominster, MA
1975-1976	St. Aloysius, Gilbertville, MA
1977-1980	Immaculate Conception, Worcester, MA
1981-1983	Sacred Heart of Jesus, Gardner, MA
1983	St. Aloysius, Rochdale, MA
1984-1986	Absent on leave
1985	House of Affirmation, Montara, CA (SFr)
1987	Unknown
1988-1989	On duty outside the Archdiocese
1990-2002	Absent on leave
1990-1992	St. Rita Church, Ranger, TX
1990-1991	Cisco Junior College, Ranger, TX
1990-1991	Ranger Junior College, Ranger, TX
1991-1992	St. John's, Strawn, TX
2003-2007	Unknown
2007-2015	Prison
2011	Laicized
2012-2014	Unknown
2015	Died

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Fr. John R. Thatcher, S.J.



Ordination: 1947

Assignments:

1947-1948	Alma College, Alma, CA (SFR)
1948-1949	Manresa Hall, Port Townsend, WA
1949-1953	Bellarmine High School, Tacoma, WA
1953-1954	Gonzaga Preparatory School, Spokane, WA
1954-1973	St. Ignatius, Portland, OR
1973-1983	St. Aloysius, Spokane, WA
1983-1994	St. Ignatius, Portland, OR
1994-2003	Regis Jesuit Community, Spokane, WA
2003	Died
DATE	Location

Br. Tom Thing, O.F.M.



Ordination: Unknown

Notes: Br. Tom Thing was a member of the Franciscan Friars of California. Allegations of child sexual abuse by Br. Thing surfaced when he was a pre-novitiate candidate at St. Anthony's Seminary in Santa Barbara, California. Br. Thing was then transferred to the Diocese of Las Vegas where allegations of abuse again surfaced when Br. Thing worked at St. Christopher's Elementary School in North Las Vegas in the 1980s. At least one survivor has come forward with allegations of child sexual abuse during this time. In 2003, he returned to Old Mission San Luis Ray where he was paired with a guardian to monitor his behavior. In 2004, Br. Thing was officially released from the Order. From 2010 to 2011, it was reported that Br. Thing was the director of student life at Rosemead Buddhist University. While at Rosemead Buddhist University, Br. Thing allegedly had a relationship with a younger student. Br. Thing was named in civil lawsuits filed in 1995, 2004, and 2011. In 2017, it is believed Br. Thing was living in Whittier, California. Br. Thing's current whereabouts and whether he has access to children are unknown.

Assignments:

1974-1978	St. Anthony Seminary School, Santa Barbara, CA
1979-1981	Unknown
1982-1983	Invested/Simple Vows
1983	St. Paul of the Shipwreck, San Francisco, CA; pastoral and urban ministry, Las Vegas, NV
1984	Unknown
1985	7th Street Formation House (location unknown)
1986	Unknown
1987	Solemn Vows; San Damiano, Catechetical University
1988-1989	Unknown
1990	St. Francis, Provo, UT
1991-1993	Unknown
1994	Old Mission San Luis Rey, Oceanside, CA
1995	Leave of absence
1996-2001	University of San Diego, Campus Ministry, San Diego, CA
2001	Health sabbatical
2002	Unknown
2003	Old Mission San Luis Rey, Oceanside, CA
DATE	2004: Dispensed from solemn vows, departed Franciscan Friars
DATE	2005-2018: Unknown

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Fr. Joseph W. Thomas

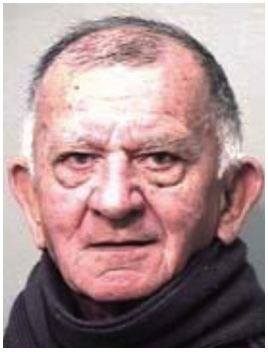


Ordination: 1955

Notes: In a secret 1994 memorandum from Msgr. William Lynn to Msgr. James Molloy regarding priests accused of sexual misconduct, Fr. Joseph W. Thomas was included in a list of priests with allegations of sexual misconduct with minors with no conclusive evidence. After the Archdiocese of Philadelphia revoked his priestly faculties in 1972, Fr. Thomas reportedly left the priesthood. His whereabouts from approximately 1977 until his believed death in 1996 are unknown.

1955-1957	St. Canicus, Mahanoy City, PA
1957-1958	Holy Guardian Angel, Hyde Park, PA
1958-1960	Our Lady of the Assumption, Strafford, PA
1960-1962	Ford and Rambo, Bridgeport sts, PA
1963-1966	St. Augustine, Bridgeport, PA
1963-1966	Padua Retreat House, Bridgeport, PA
1966	St. John the Baptist, Philadelphia, PA
1966-1970	Leave of absence
1966-1967	Eugenia Hospital, Whitemarsh, PA
1967-1970	Saint John Vianney Center, Downingtown, PA
1968	Nativity, Warminster, PA
1969	St. Patrick, Kennett Square, PA
1970-1971	Corpus Christi, Philadelphia, PA
1971-1972	Leave of absence
1971-1972	House of Saint Joseph, San Francisco, CA
1972-1976	The Henry Ohlhoff House, San Francisco, CA
1972	Left active ministry
1977-1995	Unknown
1996	Died

Fr. Hernan Toro



Ordination: Unknown

Notes: Fr. Hernan Toro worked in the Archdiocese of San Francisco and the Diocese of San Jose. He also reportedly had ties to the Archdiocese of Popayan in Colombia. According to the Diocese of San Jose, Fr. Toro engaged in sexual misconduct with a child while at Our Lady Star of the Sea Parish in 1983. In 1983, the Diocese of San Jose received a report that Fr. Toro sexually abused a child. Fr. Toro was criminally convicted and forced to register as a sex offender in California. He was permanently banned from ministry in 1990 and retired in April 1990. The Diocese of San Jose included Fr. Toro on its list of clergy with credible allegations of sexual abuse of children. As of 2018, Fr. Toro is registered as a sex offender in California and is reportedly residing in San Leandro, California.

Assignments:

1978-1979	Our Lady of Peace Parish, Santa Clara, CA (SFR)
1979-1983	Our Lady Star of the Sea Parish, Alviso, CA (1979-1980 SFR; 1981-1983 SJ)
1983-1984	St. Athanasius Parish, Mountain View, CA (SJ)
1984-1986	St. Catherine Parish, Morgan Hill, CA (SJ)
1986-1988	St. Aloysius Parish, Palo Alto, CA (SJ)
1988-1990	Detention ministry
1991-2018	Unknown

Fr. Henry Trainor



Ordination: 1973

Notes: Fr. Henry Trainor first left active ministry in 1993 after he was accused of sexually abusing a child. He was reinstated a few years later by Archdiocese of San Francisco's Archbishop Levada, but removed in 2002 when prosecutors were given information about the earlier accusation. Fr. Trainor's status as a priest, whereabouts, and whether he has access to children since 2002 are unknown.

Assignments:

1973-1975	Queen of Apostles, San Jose, CA
1975-1980	Holy Name of Jesus, San Francisco, CA
1980-1983	St. John the Evangelist, San Francisco, CA
1983-1985	Mater Dolorosa, South San Francisco, CA
1985-1992	St. Stephen's, San Francisco, CA
1992-1993	St. Finn Barr, San Francisco, CA
1993-1996	Absent on leave
1996-1997	Special assignment (Department of the Moderator of the Curia)
1996-2001	St. Patrick's, San Francisco, CA
2001-2002	St. Brendan's, San Francisco, CA
2002-2008	Absent on leave
2008-2017	Retired
2018	Unknown

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Fr. Kevin F. Tripp



Ordination: 1968

Notes: In 2002, the Bristol District Attorney's Office in Fall River, Massachusetts, released a list of priests under investigation for sexual abuse, which included Fr. Kevin F. Tripp. The list indicated that Fr. Tripp had two alleged victims. According to the 1993 Official Catholic Directory, Fr. Tripp was on special assignment at St. Mary's Hospital in the Archdiocese of San Francisco. A 2003 San Francisco Faith newsletter lists Fr. Tripp as executive director of the Marin Interfaith Council in San Rafael, California. His status as a priest, whereabouts, and whether he had access to children from 2003 to present are unknown.

1968-1970	St. Patrick's, Fall River, MA
1971	Unknown
1972	Leave of absence
1973	St. John Church, Attleboro, MA
1974-1982	St. James, New Bedford, MA
1983-1994	Special assignment (1993: St. Mary's Hospital, San Francisco, CA)
1995-1998	Absent on leave
1999-2018	Unknown

Br. John Vas, S.D.B.



Notes: Br. John Vas was a member of the Salesians religious order who worked at Salesian High School in Richmond, CA in the 1950s and 1960s. Prior to the establishment of the Diocese of Oakland in 1962, Salesian High School was part of the Archdiocese of San Francisco. After 1962, the school became part of the Diocese of Oakland. In February 2008, a woman accused Br. Vas of sexually abusing her for nearly 7 years beginning in 1960s when she was 7 years old. Br. Vas, then a brother in the Salesian order, was the band instructor at Salesian High School, where her brother was a student. Br. Vas has reportedly been accused of sexually abusing at least one other person. As of 2008 Br. Vas was living in Florida with his wife of 38 years. It is unknown when the left the Salesian Order. Br. Vas' current whereabouts and whether he has access to children are unknown.

Fr. Francis Verngren, F.S.C.



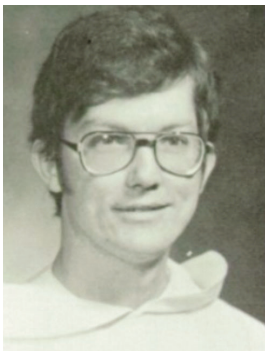
Ordination: 1936

Notes: Br. Francis Verngren was a member of the Brothers of the Christian Schools, Christian Brothers religious order. A man filed a civil lawsuit in 2003 alleging that Br. Verngren sexually abused the man when he was a minor from 1966 until 1970 while Br. Verngren was principal and head dorm resident at a Catholic school in Berkeley. The lawsuit was settled later in 2003.

Assignments:

1937-1939	Unknown
1940-1959	St. Peter's High School and Sacred Heart High School, San Francisco, CA (SFR)
1959-1969	St. Mary's College High School, Berkeley, CA (OAK)
1969-1984	St. Mary's College High School, Napa, CA
1984	Justin-Siena High School, Napa, CA
1985-1988	Unknown
1989	Began retirement- Holy Family Community, Napa, CA
1990-2001	Unknown
2002	Full retirement
2003	Died

Fr. Emmerich Vogt, O.P.



Ordination: 1978

Notes: Fr. Vogt is a Dominican priest who worked in the Diocese of Oakland, Archdiocese of San Francisco, and Archdiocese of Portland. In February 2016, Fr. Vogt was accused of sexually abusing an altar boy for several years at Holy Rosary Church in Portland. The alleged abuse was said to have taken place over 20 years ago, in the mid-to late 1980s. The accuser claims he told other priests about the abuse at the time; in response, they allegedly told him to obey Fr. Vogt. As of 2017, Fr. Vogt remained an active priest in Oakland, CA.

Assignments:

1978-1979	St. Mary Magdalen, Berkeley, CA (OAK)
1979-1980	St. Mary's College, Moraga, CA
1981-1984	St. Thomas Aquinas Priory, Berkeley, CA
1984-1985	St. Mary's College, Moraga, CA
1986	St. Dominic Priory, San Francisco, CA
1987-1989	St. Mary's College, Moraga, CA
1990-1995	Holy Rosary Parish & Dominican Priory, Portland, OR
1996-1999	Siena House Dominican Order, Oakland, CA
2000-2002	Holy Rosary Parish & Dominican Priory, Portland OR
2003-2006	St. Dominic Priory, San Francisco, CA (SFR)
2004-2005	Oakland Western Dominican Province, Oakland, CA
2005-2008	Shrine of St. Jude Thaddeus, San Francisco, CA
2006-2011	Province of the Most Holy Name of Jesus – Western Dominican Province, Oakland, CA
2011-2012	Monastery of the Angels (Contemplative), Los Angeles, CA
2013-2015	St. Dominic, Los Angeles, CA
2016-2017	Province of the Most Holy Name of Jesus – Western Dominican Province, Oakland, CA
2018	Unknown

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Fr. John H. Wadeson, S.V.D.



Ordination: 1969

Notes: Fr. John Wadeson has been accused of sexually abusing multiple children. At some point in the late 1990s, Fr. Wadeson was banned from working in the Archdiocese of Los Angeles. As of 2014, Fr. Wadeson was believed to be working in Guam in the Archdiocese of Agana. It is believed he had been working there since at least 2000. When news media reported that Fr. Wadeson was working in Guam in 2014, he was removed from the Archdiocese of Agana and it is believed that he returned to the United States and lived in San Francisco. Archbishop Apuron of the Archdiocese of Agana reportedly recommended Fr. Wadeson to the Archdiocese of San Francisco and Fr. Wadeson worked in the Archdiocese of San Francisco in approximately 2014. The Archdiocese of San Francisco removed Fr. Wadeson's faculties in summer 2014 in the wake of allegations of child sexual abuse. After his removal from the Archdiocese of San Francisco, the Archdiocese of Los Angeles reviewed the case at Fr. Wadeson's request and found that Fr. Wadeson was "a priest in good standing." After the Archdiocese of Los Angeles cleared Fr. Wadeson in 2015, he was reinstated to the Archdiocese of Agana. His current whereabouts and access to children are unknown.

Assignments:

1970 1419	Springwood Ave., Asbury Park, NJ
1971	Unknown
1972-1973	Verbum Dei High School, Los Angeles, CA (LA)
1974	St. John the Evangelist Catholic Church, Los Angeles, CA
1975	Notre Dame High School, Riverside, CA
1976-1978	Divine Word Seminary, Riverside, CA
1979	Unknown
1980-1981	Casa Guadalupe, Los Angeles, CA
1982-1983	St. John the Evangelist Catholic Church, Los Angeles, CA
1984-1985	Verbum Dei High School, Los Angeles, CA
1986-1994	St. Peter Claver Church, Asbury Park, NJ
1995-1999	Unknown
2000-2014	Guam
2014-2016	On duty outside the Archdiocese (Agana)
2014-2018	Unknown

Fr. Milton T. Walsh



Ordination: 1978

Notes: Fr. Milton Walsh worked at two different schools for two years prior to being sent to Rome for doctoral studies. On a break from his doctoral studies in 1984, Fr. Walsh returned to Novato where he allegedly sexually abused a boy whose family he had grown close to during his time working at Our Lady of Loretto. The boy's parents discovered the abuse and reported it to Archbishop Quinn of the Archdiocese of San Francisco. The Archbishop allegedly convinced the parents not to involve police and reassured them that Fr. Milton T. Walsh would receive treatment. However, a subsequent Archbishop of the Archdiocese, Archbishop Levada, allowed Fr. Walsh to remain in ministry even after the victim's aunt wrote a letter to the Archbishop imploring him "not to let this man fall through the cracks." By this time, Fr. Walsh had allegedly already admitted to Archbishop Levada that he had sexually abused the young boy. In 2002, Fr. Walsh was arrested on charges of sexual abuse and removed from active ministry. Although Fr. Walsh admitted to the abuse in a phone call between him and the victim which was secretly recorded by the Novato police, the charges were dropped due to the statute of limitations. Fr. Walsh's status as a priest, current whereabouts, and access to children are unknown.

Assignments:

1978-1980	Our Lady of Loretto, Novato, CA
1980-1982	St. Thomas the Apostle, San Francisco, CA
1982-1985	Special assignment, Rome, Italy
1985-1989	St. Patrick Seminary, Menlo Park, CA
1989-1997	Cathedral of St. Mary, San Francisco, CA
1996-2002	Knights of Malta
2002-2003	Unknown
2003-2014	Absent on leave, CA
2015-2018	Unknown

Fr. Gerald ("Jerry") Wertz, S.D.B.



Ordination: 1988

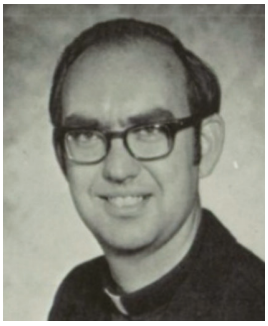
Notes: In 2011, Salesian priest Fr. Gerald Wertz was accused of sexually abusing a student at St. John Bosco High School in 1993 to 1994. As of 2018, Fr. Wertz is believed to be living at the Salesian Provincial Residence in San Francisco, California. His status as a priest and access to children are unknown.

Assignments:

1989-1993	St. John Bosco High School, Bellflower, CA (LA)
1994	Salesian Community, Berkeley, CA (OAK)
1995-1996	Salesian Provincial Residence, San Francisco, CA (SFR)
1997	Unknown
1998-2001	Salesian High School, Richmond CA (OAK)
2002-2005	Salesian Community, Berkeley, CA (OAK)
2006	Unknown
2007-2016	Salesian Provincial Residence, San Francisco, CA (SFR)
2017-2018	Unknown

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Fr. Stephen Whelan, S.D.B.



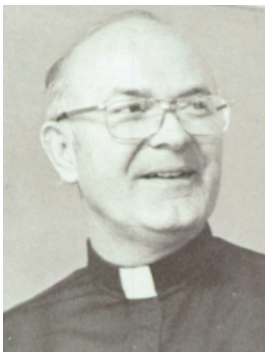
Ordination: 1969

Notes: Fr. Stephen Whelan is a Salesian priest who worked in several California dioceses, including the Diocese of Oakland and Archdiocese of San Francisco. In a 2003 civil lawsuit, Fr. Whelan was accused of sexually abusing a child from 1970 to 1971 at St. John Bosco High School in Richmond, California. The jury returned a verdict in favor of the survivor. Following the verdict, Fr. Whelan was removed from ministry and sent to a provincial house in Berkeley, California, where he is believed to still reside.

Assignments:

1970	Salesian High School, Richmond, CA (OAK)
1971-1978	St. John Bosco High School, Bellflower, CA (LA)
1979-1980	St. Francis Junior High School, Watsonville, CA (MRY)
1981-1983	Unknown
1984-2005	SS. Peter and Paul, San Francisco, CA (SFR)
2006-2008	Salesian Provincial Residence, San Francisco, CA (SFR)
2009-2016	Berkeley Salesians of Don Bosco, Berkeley, CA (OAK)
2017-2018	Unknown

Fr. Carleton E. Whitten, S.J.



Ordination: 1961

Notes: Fr. Carlton E. Whitten is a Jesuit priest who worked in several California dioceses, including the Archdiocese of San Francisco and the Diocese of San Jose. Fr. Whitten was placed on leave in 2007 while the order investigated an allegation of child sexual abuse. It was alleged Fr. Whitten sexually abused a 17-year-old boy while he worked at St. Joseph in White Salmon, Washington. Fr. Whitten was a visiting priest sent to temporarily work at St. Joseph. Fr. Whitten frequently worked along the west coast for priests on vacation or leave. Fr. Whitten was moved from his residence at Bellarmine College Preparatory in San Jose to Sacred Heart Jesuit Center in Los Gatos while the allegation was investigated. Fr. Whitten was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors. Fr. Whitten is believed to be living at the Sacred Heart Jesuit Center in Los Gatos, California. His status as a priest and whether he has access to children are unknown.

Assignments:

1961-1962	Alma College, Los Gatos, CA (SFR)
1962-1963	Manresa Hall, Port Townsend, WA
1963-1965	Jesuit High School, Sacramento, CA
1965-1972	Bellarmine College Prep., San Jose, CA (SFR)
1972-1977	Brophy College Prep., Phoenix, AZ
1977-1980	St. Ignatius Prep., San Francisco, CA (SFR)
1980-1987	Jesuit High School, Sacramento, CA
1987-1990	Loyola High School, Los Angeles, CA
1990-1992	Jesuit High School Community of Sacramento, Carmichael, CA
1992-1999	Jesuit High School, Sacramento, CA
1999-2001	San Luis Obispo, San Luis Obispo, CA
2002-2003	St. Agnes', San Francisco, CA (SFR)
2004-2007	St. Charles Borromeo, Peoria, AZ
2007	St. Joseph's, White Salmon, WA; Bellarmine College Prep., San Jose, CA (SJ)
2007-2016	Sacred Heart Jesuit Center, Los Gatos, CA (SJ)
2017-2018	Unknown

Fr. John J. ("Jack") Wood, S.J.



Ordination: 1950

Assignments:

1945-1947	Holy Cross Mission, Holy Cross, AK
1947-1951	Alma College, Los Gatos, CA (SFR)
1951-1952	Manresa Hall, Port Townsend, WA
1952-1954	Little Flower of Jesus, Hooper Bay, AK; Stations of Little Flower of Jesus at Scammon Bay, Chevak, Kashunak, Keylavik, AK
1954-1959	Sacred Heart, Chevak, AK; Sacred Heart station at Newtok, AK
1959-1962	Immaculate Conception, Bethel, AK
1962-1965	Seattle University, Seattle, WA
1965-1966	Immaculate Conception, Bethel, AK
1966-1971	St. Ignatius, Portland, OR
1971-1974	Seattle University, Seattle, WA
1974-1976	Holy Names Sisters, Spokane, WA
1976-1977	Maryville Nursing Home, Beaverton, OR
1977-1988	Mount St. Joseph Residence and Care Center, Portland, OR
1988-1997	St. Joseph Care Center, Spokane, WA
1997	Died

Br. Peter Yost, O.P.



Ordination: Unknown

Notes: In 2005, Br. Peter Yost was accused of engaging in inappropriate physical contact with an 11-year-old boy in the early 1960s. Br. Yost was 75 years old at the time the allegations surfaced, and his therapist judged him to be no danger to children. Br. Yost was reportedly in charge of maintenance at St. Dominic's in San Francisco before arriving at St. Albert's Priory in Oakland. As of 2008, he was believed to be living at St. Albert's Priory in Oakland. His status as a priest, current whereabouts, and access to children are unknown.

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Fr. Thomas Bettencourt



Ordination: Unknown

Notes: Fr. Thomas Bettencourt worked in the Archdiocese of San Francisco and the Diocese of San Jose. According to the Diocese of San Jose, Fr. Bettencourt engaged in sexual misconduct with a child while at St. Justin Parish in 1982. In 1997, the Diocese of San Jose received a report that Fr. Bettencourt sexually abused a child. The Diocese of San Jose included Fr. Bettencourt in its list of clergy with credible allegations of sexual abuse of children.

Assignments:

1974-1975	Mater Dolorosa Parish, South San Francisco, CA (SFR)
1975-1976	Santa Teresa Parish, San Jose, CA (SFR)
1976-1979	St. Lucy Parish, Campbell, CA (SFR)
1979-1981	O'Connor Hospital, San Jose, CA (1979-1980 SFR; 1981 SJ)
1981-1982	St. Justin Parish, Santa Clara, CA (SJ)
1982-1988	St. Mary of the Immaculate Conception, Los Gatos, CA (SJ)
1989	Unknown
1990	Died

Fr. Edward F. Beutner



Ordination: 1965

Assignments:

1966	Middle River Sanatorium, Superior, WI
1966-1968	Cathedral of Christ the King, Superior, WI
1967-1969	Cathedral High School, Superior, WI
1968	Priest Senate, Superior, WI
1969-1970	Superior State College, Superior, WI
1969-1974	Vocations, Superior, WI
1971-1972	Unknown
1972-1979	Wisconsin Catholic Conference, Superior, WI
1973-1975	Priest Senate, Superior, WI; Newman Apostolate, Superior, WI
1973-1976	River Falls State University, River Falls, WI (Campus Minister) (Not indexed in 1975-1976)
1975-1978	Assumption of the B.V.M., Superior, WI
1976-1978	Deans and Deaneries, Superior, WI
1977-1978	Personnel Placement Board, Superior, WI
1978-1983	Priest Senate, Superior, WI
1979-1982	On Special Assignment, Office of Religious Education, Cameron, WI
1983-1986	On Special Assignment, Christian Brothers Residence, Concord, CA
1987	On Special Assignment, Mont LaSalle, Napa, CA
1988	SS. Peter and Paul, Moquah, WI
1989-1991	On Duty Outside the Diocese; Campus Ministry, Santa Clara University, Santa Clara, CA
1992	Awaiting Assignment
1993	St. Anne, Somerset, WI
1994	On Duty Outside the Diocese; Christian Brothers Residence, Concord, CA
1995	Absent on Leave
1996-1999	On Leave
1999	St. Francis Assisi, Concord, CA (OAK)
2000-2001	John Vianney, Lake Tomahawk, WI; Our Lady Queen of the Universe, Woodruff, WI
2002	St. Thomas Moore Newman Center, River Falls, WI; Newman Apostolate Center, Superior, WI
2003-2005	On Leave
2006-2007	Unknown
2008	Died

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Fr. Edward Thomas Burke, S.J.



Ordination: 1956

Notes: Fr. Edward Thomas Burke was a Jesuit priest who worked in the Archdiocese of San Francisco, Diocese of San Jose, and Archdiocese of Los Angeles. While working at Sacred Heart Jesuit Center in the late 1990s, Fr. Burke admitted to a superior that he had repeatedly sexually abused a mentally disabled man. Following the admission, Fr. Burke's superiors elected not to notify authorities, and instead relocated Fr. Burke to Santa Clara University. Two years later, in 2002, the Santa Clara District Attorney's Office investigated allegations that four Jesuits at Sacred Heart Jesuit Center had subjected mentally impaired men to repeated acts of sodomy, molestation, and false imprisonment. Among the four accused was Fr. Burke. At 80 years old, Fr. Burke was criminally charged, pleaded guilty, and was sentenced to two years in state prison. The criminal charges were followed by a civil lawsuit which the Jesuits settled.

Assignments:

1956-1957	Alma College, Los Gatos, CA (SFR)
1957-1958	Manresa Hall, Port Townsend, WA
1958-1966	Brophy College Prep, Phoenix, AZ
1966-1967	Loyola High School, Los Angeles, CA
1967-1969	Sacred Heart Novitiate, Los Gatos, CA (SFR)
1969-1970	Bellarmine College Prep. High School, San Jose, CA (SFR)
1970-1977	Brophy College Prep. Phoenix, AZ
1977-1978	Loyola High School, Los Angeles, CA
1978-2000	Sacred Heart Jesuit Center, Los Gatos, CA (SJ)
2000-2002	Santa Clara University, Santa Clara, CA (SJ)
2002-2009	Sacred Heart Jesuit Center, Los Gatos, CA (SJ)
2009	Died

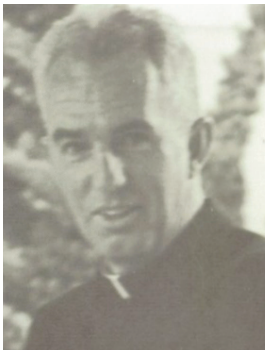
Br. Charles Leonard Connor, S.J.



Ordination: Unknown

Notes: Br. Charles Leonard Connor is one of several Jesuits accused of sexually abusing two mentally disabled men at Sacred Heart Jesuit Center in the mid- to late 1990s. Br. Connor admitted to his Jesuit superiors that he had inappropriately touched one of the mentally disabled men, but the superiors never notified police and allowed him to continue working. After Jesuit superiors learned that a police investigation was opened in 2000, Br. Connor was removed from the Jesuit center and transferred to Bellarmine College Preparatory in San Jose, California. Per Fr. Thomas H. Smolich, then-head of the Jesuit Province of California, the Jesuits "had to move quickly" and "it was the best place for [Br. Connor]." Bellarmine College Preparatory was not informed about the allegations against Br. Connor before Br. Connor arrived at the school. Br. Connor was criminally charged in 2001 and pled no contest, resulting in six months of house arrest. The Jesuits have since settled two separate civil cases involving Br. Connor, one of which was a wrongful death lawsuit involving another Jesuit priest who committed suicide after repeatedly telling superiors that Br. Connor had sexually abused him.

Fr. Raymond A. Devlin, S.J.



Ordination: 1955

Assignments:

1955	Alma College, Los Gatos, CA (SFr)
1956-1957	Our Lady of Martyrs Tertianship, Auriesville, NY
1957-1965	St. Ignatius High School, San Francisco, CA (SFr)
1965-1972	Bellarmine College Prep. High School, San Jose, CA
1971-1976	Santa Clara County Boys' Ranch, Morgan Hill, CA
1977-1989	St. Mary's, Ogden, UT (SLC)
1977-1989	Santa Maria, Ogden, UT (Mission of St. Mary's)
1977-1989	Saint Joseph High School, Ogden, UT
1990	Unknown
1991-1992	Sacred Heart Jesuit Center, Los Gatos, CA (SJ)
1993-1994	Unknown
1995-1997	Cathedral of the Annunciation, Stockton, CA (STO)
1993-2011	Sacred Heart Jesuit Center, Los Gatos, CA (SJ)
2011	Died

Fr. Joseph Dondero, S.J.



Ordination: Unknown

Notes: Fr. Joseph Dondero worked in the Archdiocese of San Francisco and the Diocese of San Jose. According to the Diocese of San Jose, Fr. Dondero engaged in sexual misconduct with a child at St. Joseph Parish in the 1960s. In 2002, the Diocese of San Jose received a report that Fr. Dondero sexually abused a child. The Diocese of San Jose included Fr. Dondero in its list of clergy with credible allegations of sexual abuse of children.

Assignments:

1949-1951	St. Joseph Parish, San Jose, CA (SFR)
1951-1952	Loyola Marymount University, Los Angeles, CA
1952-1963	Jesuit Retreat Center, Los Altos, CA (SFR)
1963-1973	St. Joseph Parish, San Jose, CA (SFR)
1973-1980	St. Thomas Canterbury Parish, Campbell, CA (SFR)
1980-1997	Sacred Heart Jesuit Center - Los Gatos, CA (1980 SFR; 1981-1997 SJ)
1997	Died

Fr. Milton Eggerling



Ordination: 1954

Assignments:

1955-1958	St. Joseph's Cathedral, Sioux Falls, SD
1959	Corpus Christi, St. Paul, MN; On Duty Outside the Diocese, College of St. Thomas, St. Paul, MN
1960	On Duty Outside the Diocese, Ryan High School, Minot, SD
1961	Newman Hall, University of Minnesota, Minneapolis, MN
1962	St. George's, Hartford, SD
1963-1965	St. Magdalen's, Lennox, SD
1966-1967	St. Agatha's, Howard, SD; Deans and Council of Vigilance, Sioux Falls, SD
1968-1970	Roncalli Central Catholic High School, Aberdeen, SD
1971	On Duty Outside the Diocese; St. Felicitas, San Leandro, Oakland, CA
1972-1973	Corpus Christi, Piedmont, Oakland, CA
1973-1974	St. Louis, Austin, TX
1975-1978	On duty outside diocese, Austin State Hospital, Austin, TX (Chaplain)
1979	School for the Deaf, Chaplains of Public Institutions, Austin, TX
1980-1983	Providence Hospital, Oakland, CA
1984	St. Augustine's, Oakland, CA
1985-1987	Our Lady of Rosary, Palo Alto, CA (SJ)
1985-1991	Special Assignment (OAK)
1990-2008	St. James the Apostle, Inc., Boston, MA; St. James the Apostle, Inc.
1992-1993	St. Patrick's, Rodeo, CA (OAK)
1993-2008	Retired (OAK)
1994-2008	St. Stephen, Boston, MA
2008	Died (2/29/2008)

Br. Hal Ellis, S.J.



Notes: Br. Hal Ellis was accused of sexually abusing two mentally disabled men at the Sacred Heart Jesuit Center, a retirement home for priests in Los Gatos, California. Br. Ellis has been named in one civil lawsuit, which was eventually settled by the Jesuits. At the time of the settlement, Br. Ellis was ill and could no longer communicate. Br. Ellis' status as a priest, current whereabouts, and whether he has access to children are unknown.

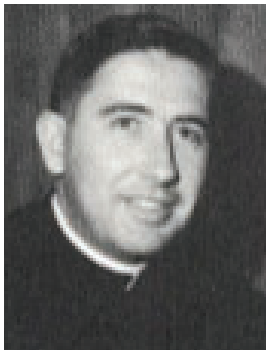
Br. William C. Farrington, S.J.



Notes: As of 2012, Br. Farrington has been accused of sexual abuse by at least six people. Two sexual abuse accusations come from his time at Bellarmine Prep in San Jose, California, and an additional four come from his time at Jesuit High School in Carmichael, California. Br. Farrington worked at Bellarmine Prep in the 1960s and at Jesuit High School in the 1980s. The presidents of both schools have written letters to alumni publicly apologizing for Br. Farrington's sexual misconduct. In 2002, Br. Farrington was officially removed from ministry and placed in the Sacred Heart Jesuit Center in Los Gatos, California, where he is believed to still be living. It is unknown whether he has access to children.

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Fr. Don D. Flickinger



Ordination: 1964

Notes: According to the Diocese of San Jose, Fr. Don Flickinger engaged in sexual misconduct with children at St. Frances Cabrini and Sacred Heart Saratoga Parish between the 1990s and early 2000s. The Diocese of San Jose received reports of child sexual abuse against Fr. Flickinger in 2002, 2005, and 2006. Fr. Flickinger also worked in the Archdiocese of San Francisco, and a civil lawsuit filed in 2011 accused Fr. Flickinger of sexually abusing a young boy at St. Paul Catholic Parish and School in the Archdiocese of San Francisco. According to the lawsuit, Fr. Flickinger had a history of sexual misconduct stretching back 40 years, and three dioceses—Fresno, San Jose, and San Francisco—were aware of Fr. Flickinger's misconduct but failed to take action. Two additional lawsuits related to child sexual abuse have named Fr. Flickinger. All three cases were settled in 2013. Fr. Flickinger is retired and, as of 2018, is reportedly residing in the Diocese of Fresno. The Diocese of San Jose included Fr. Flickinger on its list of clergy with credible allegations of sexual abuse of children.

Assignments:

1964-1965	Unknown
1965-1966	St. John Cathedral, Fresno, CA
1966-1968	San Joaquin Memorial High School, Fresno, CA
1968-1969	St. Helen, Fresno, CA
1969-1970	San Joaquin Memorial High School, Fresno, CA
1970-1972	St. Genevieve, Fresno, CA
1972-1973	On duty outside the diocese
1973-1978	University of Santa Clara, Santa Clara, CA (SFR)
1978-1980	2305 Golden Gate Avenue, San Francisco, CA (SFR)
1980-1981	Xavier Hall, University of San Francisco, San Francisco, CA (SFR)
1981-1983	Mt. LaSalle Novitiate, Napa, CA
1983-1984	Sacred Heart, San Francisco, CA (SFR)
1984-1987	San Francisco, CA
1987-1988	San Juan Bautista, CA
1988-1990	Our Lady Star of the Sea, Santa Cruz, CA
1990-1991	P.O. Box 1070, San Juan Bautista, CA; St. Paul, San Francisco, CA (SFR)
1991-1992	St. Paul, San Francisco, CA; Sacred Heart Church, Saratoga, CA (SFR and SJ)
1992-1995	Sacred Heart Church, Saratoga, CA (1993-1995 in residence) (SJ)
1993-1994	Archbishop Mitty High School, San Jose, CA (SJ)
1995-2008	St. Francis Cabrini Church, San Jose, CA (in residence) (SJ)
2008-2009	St. Paul, San Francisco, CA (SF)
2009-2017	Retired
2018	Unknown

Fr. John J. Gallen, S.J.



Ordination: 1963

Assignments:

1963-1964	Woodstock College, Woodstock, MD
1965	Unknown
1966-1967	St. Mattrais Abtei, Trier, Germany
1968-1970	College of the Sacred Heart, Woodstock, MD
1971-1977	Woodstock College, New York, NY
1978-1979	Notre Dame University, Notre Dame, IN
1980	5110 N. 32nd St., No. 403, Phoenix, AZ
1981-1987	St. Ignatius Loyola, New York, NY
1985	Franciscan Renewal Center, Scottsdale, AZ
1987-1991	Corpus Christi Center, Phoenix, AZ
1991	Bellarmine College Prep, San Jose, CA
1992	160 E. Virginia St., Suite 290, San Jose, CA
1993	1580 Vista Club Dr., Apt. 204, Santa Clara, CA
1994-1997	Unknown
1998-2007	Residence and publication office of the American Press, New York, NY
2008-2011	Murray-Weigel Hall, New York, NY
2011	Died

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Msgr. Robert A. Gray



According to the Diocese of San Jose, Msgr. Robert A. Gray engaged in sexual misconduct with children while at St. Justin Parish between 1991 and 1993. The Diocese received a report that a child had been sexually abused by Msgr. Gray and restricted Msgr. Gray's ministry in 1993. A criminal investigation was commenced and investigators found a number of other students who said Msgr. Gray had sexually abused them as well. Upon conclusion of the investigation, Msgr. Gray was criminally charged with sexually abusing a minor. He pleaded no contest and was sentenced to 160 days in jail and five years of probation. Following his release from jail, Msgr. Gray received psychiatric treatment before he was returned to work in 1995. He was permanently banned from ministry in 2002. Msgr. Gray was named in a 2003 lawsuit alleging he had sexually abused one of his karate students while he was working in the Diocese of San Jose. Msgr. As of 2018, Msgr. Gray is believed to be residing in Sunnyvale, California. It is unknown whether he has access to children. The Diocese of San Jose included Msgr. Gray on its list of clergy with credible allegations of sexual abuse of children.

Assignments:

1988-1991	St. Christopher, San Jose, CA
1991-1993	St. Justin Parish, San Jose, CA
1993-1995	Administrative leave
1995-2002	Administrative assignments (Five Wounds Portuguese National Church, San Jose, CA)
2002-2017	Leave of absence
2018	Unknown

Fr. Arthur Harrison



Ordination: 1956

Notes: Fr. Arthur Harrison worked in the Archdiocese of San Francisco and the Diocese of San Jose. According to the Diocese of San Jose, Fr. Harrison engaged in sexual misconduct with a child at Our Lady of Loretto Parish in 1961, as well as sexual misconduct with children at St. Francis Cabrini Parish in 1974 to 1976. The Diocese of San Jose received reports of child sexual abuse against Fr. Harrison in 1988, 1990, and 2003. Fr. Harrison's ministry was restricted in 1989 and he was permanently banned from ministry in 2002. In 2003, Fr. Harrison was criminally charged with sexually abusing a 10-year-old girl more than 40 years prior while he was assigned to Our Lady of Loretto Catholic Church in Novato, California. The case was dismissed after a United States Supreme Court ruling changed the law surrounding statutes of limitation. A few years later, in 2005, Fr. Harrison was one of five priests included in a settlement made by the Archdiocese of San Francisco. The Diocese of San Jose included Fr. Harrison in its list of clergy with credible allegations of sexual abuse of children.

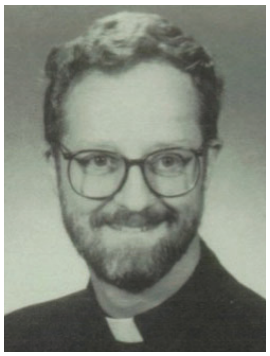
Assignments:

1956-1960	St. Thomas Aquinas Church, Palo Alto, CA (SFR)
1960-1964	Our Lady of Loretto, Novato, CA (SFR)
1964-1967	St. Frances Cabrini, Cambrian Park, CA (SFR)
1967-1976	St. Raphael's, San Rafael, CA; San Quentin Prison (chaplain) (SFR)
1976-1987	St. Elizabeth Church, Milpitas, CA (1976-1980 SFR; 1981-1987 SJ)
1987-1989	Church of the Ascension, Saratoga, CA (SJ)
1989-1990	Church of the Ascension, Saratoga, CA; Absent on leave; San Jose Serra Club, San Jose, CA (SJ)
1990-1992	Absent on leave; San Jose Serra Club, San Jose, CA (SJ)
1992-1995	Retired; San Jose Serra Club, San Jose CA (SJ)
1995-2006	Retired
2006	Died

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Fr. James F. Kuntz, S.J.



Ordination: 1977

Assignments:

1977-1978	Jesuit School of Theology, Berkeley, CA (OAK)
1978	Provincialate, New York, NY
1979-1983	University of Santa Clara, Santa Clara, CA (1979-1980: SFR; 1981-1983: SJ)
1984	Regis High School, New York City, NY
1985-1988	St. Peter's Preparatory School, Jersey City, NJ
1989	Jesuit Provincial's Office, New York City, NY
1990-1994	Regis High School, New York City, NY
1994-1995	St. Ignatius Loyola Residence, New York, NY
1996-1999	Loyola Jesuit College, Abuja, Nigeria (Founder/Principal)
1999-2000	St. Ignatius Loyola Residence, New York NY
2001-2002	Jesuit High School, Sacramento, CA (SAC)
2002	Jesuit High School Community of Sacramento, Carmichael, CA
2003	Jesuit Provincial Office, New York, NY
2004	Unknown
2005-2008	Jesuits of Saints Peter's College, Inc., Jersey City, NJ
2008	Jesuit Center, Jersey City, NJ
2009-2018	Unknown

Fr. Laurent Largente



Ordination: 1959

Notes: Fr. Laurent Largente worked in the Archdiocese of San Francisco and the Diocese of San Jose. According to the Diocese of San Jose, Fr. Largente engaged in sexual misconduct with a child while at St. Patrick Cathedral between 1980 and 1983. In 1994, the Diocese of San Jose received a report that Fr. Largente sexually abused a child. Fr. Largente was removed from ministry in 1994 and permanently banned from ministry in 2002. The Diocese of San Jose included Fr. Largente in its list of clergy with credible allegations of sexual abuse of children. His whereabouts and access to children from 2002 to his death in 2015 are unknown.

Assignments:

1959-1961	St. Michael Parish, San Francisco, CA (SFR)
1961-1964	St. Leo the Great Parish, San Jose, CA (SFR)
1964-1973	St. Patrick Parish, San Jose, CA (SFR)
1973-1976	Sacred Heart Parish, Saratoga, CA (SFR)
1976-1978	Catholic Women's Center, San Jose, CA (SFR)
1978-1987	St. Patrick Cathedral, San Jose, CA (1978-1980 SFR; 1981-1987 SJ)
1987	On leave
1987-1992	Church of the Ascension, Saratoga, CA (SJ)
1992-1993	St. Joseph Cathedral, San Jose, CA (SJ)
1994-2014	Unknown
2015	Died

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Fr. Alexander C. Larkin



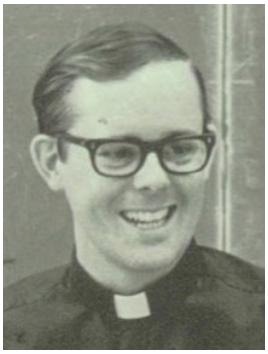
Ordination: 1967

Notes: Fr. Alexander C. Larkin was placed on administrative leave in December 2004 following allegations of child sexual abuse. At least three people have accused Fr. Larkin of child sexual abuse. Two men allege that they were sexually abused as minors between 1975 and 1980 while they were altar boys at Our Lady of the Rosary in Palo Alto, and the Diocese of San Jose has acknowledge that Fr. Larkin engaged in sexual misconduct with children at that parish in the 1970s. Another individual said he was abused at St. William Church in 1981. Fr. Larkin was named in a 2003 child sexual abuse lawsuit which settled in 2006. Fr. Larkin's ministry was restricted in 2005 and he was permanently banned from ministry in 2009. The Diocese of San Jose included Fr. Larkin on its list of clergy with credible allegations of sexual abuse of children. Fr. Larkin was reportedly residing in San Jose, California in 2018 and it is unknown whether he has access to children.

Assignments:

1967-1968	St. Cecilia's, San Francisco, CA (SFR)
1968-1974	St. Pius X, Redwood City, CA
1969-1982	Newman Club College of Canada, Woodside, CA
1974-1981	Our Lady of the Rosary, Palo Alto, CA
1978-1979	Worship Commission, San Francisco, CA
1982-1984	Senate of Priests, San Francisco, CA
1981-1984	St. William, Los Altos, CA (SJ)
1982-1985	Personnel Board, San Jose, CA
1983-1985	Liturgical Commission, San Jose, CA
1985	Council of Priests, San Jose, CA
1986-1988	Continuing Clergy Education & Formation, San Jose, CA
1985-1987	St. John Vianney, San Jose, CA
1987	Ministry to Priests Program, San Jose, CA
1987	Stanford University Newman Center, Stanford, CA
1987-1992	St. Thomas Aquinas, Palo Alto, CA
1989-1996	St. Ann Chapel, Palo Alto, CA
1989-1990	Newman Center, San Jose State University, Palo Alto, CA
1991-1992	Newman Center, Stanford University, Palo Alto, CA
1993-1994	Vicar for Parish and Pastoral Ministry, San Jose, CA
1994-1996	Human Concern Commission, San Jose, CA
1994-1998	Diocesan Consultors, San Jose, CA
1995-1996	Special Assignment (Vicar for Parish and Pastoral Ministry, San Jose, CA)
1996-2006	Sacred Heart Church, Saratoga, CA
2000-2001	Diocesan Consultors, San Jose, CA
2002-2005	College of Consultors, San Jose, CA
2007	Unknown
2008-2017	Retired
2018	Unknown

Fr. Jerold W. Lindner, S.J.



Ordination: 1976

Notes: Fr. Jerold Lindner is a Jesuit priest with ties to the Archdiocese of San Francisco, Diocese of Oakland, and Diocese of San Jose. During his time at St. Ignatius College Prep in the Archdiocese of San Francisco, Fr. Lindner was accused of sexual abusing at least six children. In 1992, a parent of one of Fr. Lindner's alleged victims reported the alleged victim's abuse to the principal of Loyola High School in Los Angeles. In response, Fr. Lindner was placed on leave and sent to St. Luke Institute, an institution known for treating priests accused of child sexual abuse. In approximately 1998, Fr. Lindner was again sent to St. Luke Institute. The Jesuits found the allegations not credible and returned Fr. Lindner to ministry. A civil lawsuit settled in 1998 alleged that Fr. Lindner sexually abused two boys in 1975. The lawsuit accused Fr. Lindner of using threats to coerce the boys to remain silent about the abuse. Fr. Lindner was also named in a 2003 civil lawsuit, which alleged that he sexually abused two children. Fr. Lindner reportedly sexually abused at least 10 victims, including his own nieces and nephews. Fr. Lindner was sent to live at Jesuit retreat centers in the Diocese of San Jose from approximately 1998 until at least 2012. In 2010, one of Fr. Lindner's alleged victims assaulted him. Fr. Lindner was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors. Fr. Lindner's status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1964-1966	Sacred Heart Novitiate, Los Gatos, CA (SFR) (seminarian)
1967	Unknown
1968	Loyola University, Los Angeles, CA (student/seminarian)
1968-1970	St. Louis University, St. Louis, MO (graduate student/seminarian)
1970-1973	St. Ignatius College Prep, San Francisco, CA (SFR) (teacher/seminarian)
1973-1976	Jesuit School of Theology, Berkeley, CA (OAK) (graduate student/seminarian)
1976-1982	St. Ignatius College Prep, San Francisco, CA (SFR)
1983-1997	Loyola High School, Los Angeles, CA
1998	St. Luke Institute, Silver Spring, MD; Loyola High School, Los Angeles, CA
1998-2002	Jesuit Retreat House, Los Altos, CA (SJ)
2002-2012	Sacred Heart Jesuit Center, Los Gatos, CA (SJ)
2012-2018	Unknown

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Fr. Angel Crisostomo Mariano, S.J.



Ordination: 1992

Notes: In 1998, Fr. Angel Crisostomo Mariano was criminally convicted of child sexual abuse after he sexually assaulted a teenage boy while posing as a 25-year-old woman. He was permanently banned him from ministry and served five months in jail. Jesuit leaders had reprimanded Fr. Mariano for sexual misconduct at least five years prior to the 1998 incident. After Fr. Mariano's release from prison in 1998, he was sent to a treatment center in Silver Spring, Maryland, where he spent six months. After his release from prison Mariano moved to the Jesuit community at Los Gatos; in 2002 he was accused of sexually abusing a mentally retarded man who washed dishes at the Los Gatos facility. In May 2002 Mariano was living in a Jesuit residence at Santa Clara University and he reportedly died the same year. The Diocese of San Jose included Fr. Mariano in its list of clergy with credible allegations of sexual abuse of children.

Fr. Philip E. McCrillis



Ordination: 1961

Notes: According to the Diocese of San Jose, Fr. Philip McCrillis engaged in sexual misconduct with children while at St. Albert the Great Parish and St. Patrick Seminary between 1968 and 1969. In 2004, two sisters filed a civil lawsuit against Fr. Philip McCrillis alleging that he had sexually abused them when they were children in the 1960s. Fr. McCrillis was allegedly in a relationship with their mother when the alleged abuse began. In 2004, Fr. McCrillis was permanently banned from ministry. Fr. McCrillis' whereabouts and whether he had access to children from 2000 until his death in 2007 are unknown. The Diocese of San Jose included Fr. McCrillis on its list of clergy with credible allegations of sexual abuse of children.

Assignments:

1961-1965	St. Anne's, San Francisco, CA
1966-1969	St. Albert the Great, Palo Alto, CA
1969	St. Anthony Parish, Menlo Park, CA
1970-1972	St. Patrick Seminary, Menlo Park, CA
1973-1976	Newman Club, California State University, San Jose, CA
1973-1976	Newman Club, San Jose City College, San Jose, CA
1973-1976	St. Nicholas, Los Altos, CA
1977-1983	On leave
1983-1991	St. Nicholas, Los Altos, CA
1990	St. Tomas of Canterbury, San Jose, CA
1991	Special assignment
1991-1996	Holy Spirit, San Jose, CA
1996-2000	Special assignment (Vicar for Parish, San Jose, CA)
1998-1999	Evangelization Committee
1998-2000	Diocesan Clergy Personnel
1998-2000	Consultation Processes
2000	Long Range Planning
2001-2004	Absent on sick leave
2004-2007	Retired
2007	Died

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Fr. Joseph Mikulich, O.F.M.



Ordination: 1922

Assignments:

1922-1961	Unknown
1962-1982	St. Stanislaus, North Portland, OR
1982	Retired
1983-1987	Unknown
1988-2000	Retired (in residence at Assumption of Mary, San Jose, CA)
2000	Died

Fr. James T. Monaghan, S.J.



Ordination: 1946

Assignments:

1946-1947	Alma College, Alma, CA (SFR)
1947-1948	Manresa hall, Port Townsend, WA
1948-1952	St. Ignatius High School, San Francisco, CA (SFR)
1952-1955	Bellarmine College Preparatory School, San Jose, CA (SFR)
1955-1962	Brophy College Preparatory School, Phoenix, AZ
1962-1963	St. Ignatius Parish, Sacramento, CA
1963-1971	St. Ignatius High School, San Francisco, CA (SFR)
1971-1975	St. Clare's, Santa Clara, CA (SFR)
1971-1972	Valley Medical Center, Santa Clara, CA (SFR)
1972-1975	Mission Convalescent Hospital, Santa Clara, CA (SFR)
1975-1991	St. Ignatius, Sacramento, CA
1992-2004	Sacred Heart Jesuit Center, Los Gatos, CA (SJ)
2004	Died

Br. John Rodrigues Moniz, S.J.



Notes: Br. John Rodgriguez Moniz was convicted in 1995 of lewd conduct with a four-year-old girl and sentenced to three years of probation. Br. Moniz' probation ended in 1998. At the time of the abuse Br. Moniz was living at Sacred Heart Retirement Center in Los Gatos, CA. Other priests convicted of child sexual abuse also lived there. Br. Moniz later moved to Vianney Renewal Center in Dittmer, MO, a facility run by the Paracletes and known for treating sexual abusive clerics. Br. Moniz is believed to have died in 2008.

Fr. George Moss



Ordination: Unknown

Notes: According to the Diocese of San Jose, Fr. George Gross engaged in sexual misconduct with children while at St. Joseph Parish in Mountain View from 1963 to 1976. At the time, St. Joseph Parish was part of the Archdiocese of San Francisco. Fr. Gross reportedly retired in 1976. In 2002, 2004, and 2012, the Diocese of San Jose received reports that Fr. Gross sexually abused a child. The Diocese of San Jose included Fr. Moss in its list of clergy with credible allegations of sexual abuse of children. His whereabouts and access to children from his retirement in 1976 to his death in 1986 are unknown.

Assignments:

1963-1976	St. Joseph Parish, Mountain View, CA (SFR)
1977-1985	Unknown
1986	Died

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Fr. Stephen J. Muth



Ordination: 1982

Assignments:

1983-1985	St. Mary's, Sault Ste. Marie, Ontario, Canada
1986-1990	Unknown
1991-1992	Kansas Newman College, Wichita, KS
1991-1992	Sisters of the Immaculate Heart of Mary of Wichita, Wichita, KS
1992-1993	Blessed Sacrament, Wichita, KS
1993-1994	Immaculate Conception, San Francisco, CA (SFR)
1993-1994	St. Andrew the Apostle, Sacramento, CA
1993-1994	St. Volodymyr Ukrainian Catholic Center, Santa Clara, CA (SJ)
1995-2000	Unknown
2001-2002	St. Nicholas, Barberton, OH
2002-2010	St. Luke's Byzantine, Sugar Creek, MO
2002-2010	St. Cyril's, Sugar Creek, MO
2010	St. Basil the Great, Irving, TX
2010-2011	Assumption of the Blessed Virgin Mary, Whiting, IN
2012-2018	Unknown

Fr. Leonel C. Noia



Ordination: 1972

Notes: Fr. Leonel C. Noia worked at parishes in the Archdiocese of San Francisco and Diocese of San Jose. According to the Diocese of San Jose, Fr. Noia engaged in sexual misconduct with children at St. Patrick Parish during the 1970s. Fr. Noia was criminally convicted of child sexual abuse in 1976 and was sentenced to six months in jail, five years of probation, and was ordered to get psychiatric treatment. Fr. Noia has been accused of child sexual abuse by two people and both victims filed a civil lawsuits related to the alleged abuse. Fr. Noia's victims claim that he often shared alcohol, marijuana, and pornography them and other boys at St. Patrick Parish in San Jose. Diocese of San Jose church allegedly knew of Fr. Noia's inappropriate behavior towards a number of other boys. Fr. Noia was permanently banned from ministry in 2002. The Diocese of San Jose included Fr. Noia on its list of clergy with credible allegations of sexual abuse of children.

Assignments:

1970-1971	St. Patrick Seminary, Menlo Park, CA (SFR)
1972-1973	St. Victor Parish, San Jose, CA (SFR)
1973-1975	St. Patrick Parish, San Jose, CA (SFR)
1975	St. Joseph Parish, Mountain View, CA (SFR)
1975-1978	Suspended faculties (incarcerated)
1978-1982	St. Julie Billiart Parish, San Jose, CA (1978-1980 SFR; 1981-1982 SJ)
1982-1986	St. Anthony Parish, San Jose, CA (SJ)
1986-2002	Five Wounds Parish, San Jose, CA (SJ)
2002-2005	Sabbatical and retirement
2005	Died

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Fr. Joseph T. Pritchard



Ordination: 1948

Notes: Fr. Joseph T. Pritchard worked in the Archdiocese of San Francisco and the Diocese of San Jose. He has been accused of sexually abusing at least 20 children, including his own nephew. In 2003, Fr. Pritchard's nephew reported that he had been sexually abused as a child by his uncle and that his mother reported the abuse to church officials in 1959. Several victims allege the abuse occurred in the Fr. Pritchard's living quarters in approximately the 1970s while Fr. Pritchard was serving at St. Martin's. The Diocese of San Jose acknowledged that Fr. Pritchard engaged in sexual misconduct with children while at St. Martin's in the 1970s. Since 2002, at least twenty civil lawsuits have been filed alleging that Fr. Pritchard sexually abused minors. The Archdiocese of San Francisco settled the vast majority of these lawsuits. The Diocese of San Jose included Fr. Pritchard on its list of clergy with credible allegations of sexual abuse of children.

Assignments:

1948-1953	St. Brendan's, San Francisco, CA (SFR)
1949-1953	Diocesan Commission on Church Music
1953-1956	Bishop O'Dowd High School, Oakland, CA (SFR)
1956-1970	Serra High School for Boys, San Mateo, CA (SFR)
1970-1971	St. Cyprian's, Sunnyvale, CA (SFR)
1971-1979	St. Martin's, San Jose, CA (SFR)
1979-1988	St. Nicholas, Los Altos, CA (1979-1980 SFR; 1981-1988 SJ)
1979-1988	Residential Park for the Aged, Seven Oaks, CA
1986-1988	Special Assistance Ministry Board Chairman
1988	Died

Fr. William J. Scanlan



Ordination: 1972

Assignments:

1972-1975	Our Lady of Mercy, Belmont, MA
1975-1983	St. Timothy, Norwood, MA
1983-1986	Pilgrim Center and T.A.R., Dorchester, MA
1983-1984	St. Ann, Dorchester, MA
1984-1986	T.A.R. St. Monica, South Boston, MA
1986-1988	Long Island Hospital
1988-1994	Southeast Correctional Institute, Bridgewater, MA
1988-1994	T.A.R. St. Monica, South Boston, MA
1994-1997	St. James, Stoughton, MA
1997	Health leave
1998	Emergency Response Group
1998	Department of Veteran Affairs, San Jose, CA
1999-2012	Unknown
2013	Died

Fr. Noel Senevirante



Ordination: Unknown

Notes: Fr. Noel Senevirante worked in the Archdiocese of San Francisco and Diocese of San Jose. He also reportedly had ties to the Diocese of Trincomalee-Batticaloa in Sri Lanka. According to the Diocese of San Jose, Fr. Senevirante engaged in sexual misconduct with a child while at St. Leo the Great School between 1971 and 1972. In 2002, the Diocese of San Jose received a report that Fr. Senevirante sexually abused a child. Fr. Senevirante was permanently banned from ministry in 2002. The Diocese of San Jose included Fr. Senevirante in its list of clergy with credible allegations of sexual abuse of children. His whereabouts and access to children from 1970 until his death in 2009 are unknown.

Assignments:

5/1970	St. Martin of Tours Parish, San Jose, CA (SFR)
7/1970	St. Leo the Great Parish, San Jose, CA (SFR)
10/1970	St. Maria Goretti Parish, San Jose, CA (SFR)
1970-2008	Unknown
2009	Died

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Fr. Stephen Emmett Speciale (Specialle), S.J.



Ordination: 1985

Notes: Fr. Stephen Speciale is a Jesuit priest who has been accused by at least one person of child sxual abuse. Fr. Speciale has been named in at least two civil lawsuits alleging child sexual abuse. The alleged abuse occurred in approximately 1985 to 1986. Fr. Speciale was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors. Fr. Speciale's status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1985	Our Lady of Sorrows, Santa Barbara, CA
1986-1988	Bellarmine College Preparatory, San Jose, CA
1989	St. Joseph, San Jose, CA
1990-2018	Unknown

Fr. Phil Sunseri S.J



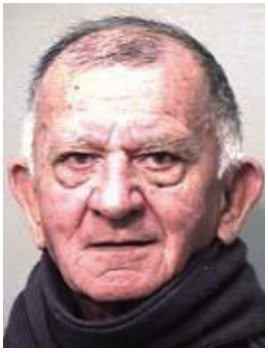
Ordination: Unknown

Notes: According to the Diocese of San Jose, Fr. Phil Sunseri engaged in sexual misconduct with children at St. Christopher Parish in 1986 and Holy Family Parish in 1987. In 1987 and 2018, the Diocese of San Jose received reports that Fr. Sunseri sexually abused a child. Fr. Sunseri was permanently banned from ministry in 1988. The Diocese of San Jose included Fr. Sunseri in its list of clergy with credible allegations of sexual abuse of children. He is believed to be residing in San Jose, California, and his access to children is unknown.

Assignments:

1987	Holy Family Parish, San Jose, CA (SJ)
1988-2018	Unknown

Fr. Hernan Toro



Ordination: Unknown

Notes: Fr. Hernan Toro worked in the Archdiocese of San Francisco and the Diocese of San Jose. He also reportedly had ties to the Archdiocese of Popayan in Colombia. According to the Diocese of San Jose, Fr. Toro engaged in sexual misconduct with a child while at Our Lady Star of the Sea Parish in 1983. In 1983, the Diocese of San Jose received a report that Fr. Toro sexually abused a child. Fr. Toro was criminally convicted and forced to register as a sex offender in California. He was permanently banned from ministry in 1990 and retired in April 1990. The Diocese of San Jose included Fr. Toro on its list of clergy with credible allegations of sexual abuse of children. As of 2018, Fr. Toro is registered as a sex offender in California and is reportedly residing in San Leandro, California.

Assignments:

1978-1979	Our Lady of Peace Parish, Santa Clara, CA (SFR)
1979-1983	Our Lady Star of the Sea Parish, Alviso, CA (1979-1980 SFR; 1981-1983 SJ)
1983-1984	St. Athanasius Parish, Mountain View, CA (SJ)
1984-1986	St. Catherine Parish, Morgan Hill, CA (SJ)
1986-1988	St. Aloysius Parish, Palo Alto, CA (SJ)
1988-1990	Detention ministry
1991-2018	Unknown

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Fr. Paul R. Valdez



Ordination: 1982

Notes: Fr. Paul R. Valdez worked in multiple California dioceses, including the Diocese of San Jose. In 1999, he reportedly inappropriately touched a sixth-grade girl at Sacred Heart School in Salinas. The girl did not tell anyone until months after the alleged touching took place when, at the end of the day when her class was scheduled to attend confession with Fr. Valdez, she began crying hysterically and told her teacher, Sister Lynne, she didn't want to go to confession with Fr. Valdez. Upon hearing this, Sister Lynne had her, as well as several other girls who said they didn't like to go to confession with Fr. Valdez, write their reasons anonymously. The girl wrote "Father Paul touches me where I don't want to be touched and touched my private parts and I don't like it." Sister Lynne recognized the girl's handwriting and, along with the principal of the school, berated the girl in front of the class for spreading rumors. As a mandated reporter, the principal did call CPS, but reportedly downplayed the event. Police conducted a 6-month investigation, but no charges were filed. The girl's parents sued the Diocese of Monterey and the case settled. Fr. Valdez who continued to serve for many years after the accusation and was reportedly an active priest in the Diocese of Monterey as of 2011. His status as a priest, current whereabouts, and whether he has access to children are unknown.

Assignments:

1983-1984	Sacred Heart, Salinas, CA; Christ the King, Salinas, CA
1985	Cathedral of San Carlos Borromeo, Monterey, CA; Annunciation, Stephen Place, CA; Monterey Peninsula, CA
1986-1987	St. Joseph's, Capitola, CA
1988-1989	US Military
1990	Sacred Heart, Hollister, CA; Immaculate Conception, Tres Pinos, CA
1990-1992	Holy Cross, Santa Cruz, CA
1993-1994	St. John the Baptist, King City, CA; St. Luke, San Lucas, CA
1995	St. Elizabeth Ann Seton, Los Osos, CA
1996-1999	Sacred Heart, Salinas, CA
2000-2005	St. Michael's, Boulder Creek, CA
2004	Christ Child, Los Gatos, CA (SJ)
2005-2011	St. Jude Parish Community, Marina, CA
2010	Defenders of the Bond; Finance Council, Insurance Committee, Safety Committee
2011	Priest's Pension Plan, Vicar for Retired Priests
2012-2018	Unknown

Fr. Ramon Varela, O.F.M.



Ordination: Unknown

Notes: Fr. Ramon Varela was a member of the Franciscan Friars of the Province of St. Barbara, part of what is formally known as the Order of Friars Minor. Fr. Varela was included in the Franciscan Friars Province of Santa Barbara's "*List of Franciscan Friars from the St. Barbara Province with Credibly (sic) Claims of Sexual Abuse of a Minor*" in the section, "*Deceased Former Province of St. Barbara Friars Who Have Been Credibly Accused*." According to this list, a report was made in 1994 alleging that Fr. Varela sexually abused minors from approximately 1949 to 1979. The list also states that Fr. Varela was living in New Mexico. His status as a priest and whether he had access to children from 1993 until his death are unknown.

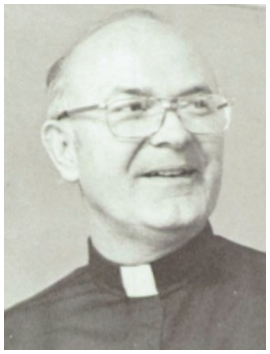
Assignments:

1949-1955	Native American Mission, AZ
1955-1960	St. Mary's, Stockton, CA (STO)
1960-1962	Mission San Miguel, San Miguel, CA (MRY)
1962-1963	St. Peter's, Bapchule, AZ (PHX)
1963-1967	Sacred Heart, Phoenix, AZ (PHX)
1967-1968	St. Elizabeth's, Oakland CA (OAK)
1968-1970	Our Lady of Mt. Carmel, Fresno, CA (FRS)
1970-1972	Our Lady of Guadalupe, San Jose, CA (SJ)
1972-1976	Ascension, Portland, OR (P)
1975-1978	Saints Simon and Jude, Huntington Beach, CA (ORG)
1978-1979	Our Lady of Guadalupe, Delano, CA (FRS)
1979	Sacred Heart, Phoenix, AZ (PHX)
1979-1993	St. Francis Home, Santa Ana, NM (ORG)
1993-2001	Elder Care Facilities, NM
2002	Died

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Fr. Carleton E. Whitten, S.J.



Ordination: 1961

Notes: Fr. Carlton E. Whitten is a Jesuit priest who worked in several California dioceses, including the Archdiocese of San Francisco and the Diocese of San Jose. Fr. Whitten was placed on leave in 2007 while the order investigated an allegation of child sexual abuse. It was alleged Fr. Whitten sexually abused a 17-year-old boy while he worked at St. Joseph in White Salmon, Washington. Fr. Whitten was a visiting priest sent to temporarily work at St. Joseph. Fr. Whitten frequently worked along the west coast for priests on vacation or leave. Fr. Whitten was moved from his residence at Bellarmine College Preparatory in San Jose to Sacred Heart Jesuit Center in Los Gatos while the allegation was investigated. Fr. Whitten was included in the Archdiocese of Los Angeles' list of priests accused of sexual misconduct involving minors. Fr. Whitten is believed to be living at the Sacred Heart Jesuit Center in Los Gatos, California. His status as a priest and whether he has access to children are unknown.

Assignments:

1961-1962	Alma College, Los Gatos, CA (SFR)
1962-1963	Manresa Hall, Port Townsend, WA
1963-1965	Jesuit High School, Sacramento, CA
1965-1972	Bellarmine College Prep., San Jose, CA (SFR)
1972-1977	Brophy College Prep., Phoenix, AZ
1977-1980	St. Ignatius Prep., San Francisco, CA (SFR)
1980-1987	Jesuit High School, Sacramento, CA
1987-1990	Loyola High School, Los Angeles, CA
1990-1992	Jesuit High School Community of Sacramento, Carmichael, CA
1992-1999	Jesuit High School, Sacramento, CA
1999-2001	San Luis Obispo, San Luis Obispo, CA
2002-2003	St. Agnes', San Francisco, CA (SFR)
2004-2007	St. Charles Borromeo, Peoria, AZ
2007	St. Joseph's, White Salmon, WA; Bellarmine College Prep., San Jose, CA (SJ)
2007-2016	Sacred Heart Jesuit Center, Los Gatos, CA (SJ)
2017-2018	Unknown

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EXHIBIT 4

New Lawsuit Alleges San Diego Catholic Diocese Fraudulently Transferred Real Estate Assets to Avoid Child Sexual Abuse Claims. Click Here for Complaint

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List of Accused Priests in the Diocese of Oakland

The Diocese of Oakland has many priests who have been credibly accused of sexual abuse. Many of those individuals deny the claims that have made against them, and because of older statute of limitations in California, the claims were difficult to prove.

Priests Accused of Sexual Abuse

Sexual abuse survivors sometimes don't come forward with their stories until much later in life because of the frustration and shame involved. Often that means the statute of limitations on such claims has long since expired, and because of that, the claim cannot be investigated by the authorities.

Proof, therefore, is a little hard to come by in these cases, but the fact remains that every priest on this list has had an sexual abuse accusation made against him, and where it was possible to do so, we included a summary of those accusations and a list of postings for that priest while he worked for the Catholic Church.

Let Us Help You Move Forward

If you know someone who was abused by a priest, we can help. Contact our childhood sexual abuse attorneys today.

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Speak to Our Attorneys Today

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Accused Priests

- Archdiocese of Los Angeles
- Archdiocese of San Francisco
- Diocese of Fresno
- Diocese of Monterey
- Diocese of Oakland
- Diocese of Orange
- Diocese of Sacramento
- Diocese of San Bernardino

Oakland Diocese Sexual Abuse

This list has been assembled from several different sources, but it's possible it isn't yet complete. There are still many survivors who haven't been able to come forward yet, but we can help. Contact us today to learn more about our work with survivors of priest sexual abuse.

Father Jeffrey N. Acebo | Father Thomas Duong Binh-Minh | Father Vincent Ignatius Breen | Father Donald Eugene Broderson | Father Kenneth J. Cabral | Father Alexander Q. Castillo | Father James A. Clark | Father Phillip Colloty | Father Hilary Cooper | Father Virendra Coutts | Father Sidney J. Custodio | Father Pearse P. Donovan | Father Dennis Duffy | Father Donald W. Eagleson | Father Joseph A. Ferreira | Father Patrick Finnegan | Father George J. Francis | Father Robert E. Freitas | Brother Adrian Furman | Father William S. Green | Brother Joseph (Jesse) Gutierrez-Cervantes | Father Stephen M. Kiesle | Father Ronald J. LaCasse | Father Tarcisio D. Lanuevo | Father Cornelius P. Leehan | Father Gary M. Luiz | Brother Bede McKinnon | Father Daniel McLeod | Father Hector David Mendoza Vela | Father Joaquin Moreno | Brother Lawrence O'Brien | Father William Odom-Green | Father Robert F. Ponciroli | Father James E. Prindeville | Father Arthur A. (Arturo) Ribeiro | Father Anthony Slane | Father Gary B. Tollner | Father Ramon Varela | Brother John Vas | Brother Francis Verngren | Father Stephen (Steve) Whelan | Father Gordon Wilcox | Brother Terrence Wong

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Father Jeffrey N. Acebo

- Ordained: 1986
- Status: Sued
- D/O: Diocesan

Sexual Abuse Allegation Notes:

As a newly ordained priest, Acebo confessed to Bishop Cummins in 1986 that he had molested a 16-year-old girl. He wanted to make the 'relationship' public but Bishop refused. He sent Acebo for treatment and reassigned him. Acebo served in four parishes over the next 15 years. Named in civil suit and apology service. On the diocese's list in 2019. It notes abuse 1986-88, and that he was removed in 4/02. Given a life of prayer and penance.

Source: "BISHOP ACCOUNTABILITY - News: San Jose Mercury News 03.31.08; Bay Area News Group 04.01.08; Contra Costa Times 04.01.08; Diocese of Oakland List 06.01.19 Assignments: Diocese of Oakland Assignment Record"

Father Thomas Duong Binh-Minh

- Ordained: 1987
- Status: Accused
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Named publicly as accused by the diocese on its list in 2019. It notes abuse in 1987. Removed from ministry in 4/02.

Source: "BISHOP ACCOUNTABILITY - News: Diocese of Oakland List 06.01.19 Assignments: Diocese of Oakland Assignment Record"

Father Vincent Ignatius Breen

- Ordained: 1936
- Status: Sued
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Forced at age 70 in 1982 to retire, seek treatment, and leave area to avoid prosecution for fondling eight girls over a 1 1/2 year period. May have been as many as 100 victims, 1950s-1980s. In 1967 one girl disclosed abuse by Breen to a nun, who was her school principal; the nun is believed to have informed the diocese. Vicar General Macchi stated in 1982 that he had first heard "rumors" about Msgr. Breen three years prior. Died 12/31/86. Civil suit filed in early 2000s. New suit filed 11/10 claiming abuse in 1980-81. On diocese's list in 2019. Another suit in 10/19.

Source: "BISHOP ACCOUNTABILITY - News: United Press International 01.11.82; San Jose Mercury News 12.31.87; San Jose Mercury News 05.23.04; Tri-Valley Herald 03.30.05; The Argus (Freemont, CA) 05.09.05; The Argus 05.10.05; The Argus 05.11.05; Pioneer News 05.19.05; San Jose Mercury News 03.30.08; San Jose Mercury News 03.31.08; Bay Area News Group 04.01.08; Contra Costa Times 04.01.08; Alameda County Superior Court Complaint 11.09.10; Contra Costa Times 11.09.10; Sacramento Bee 11.10.10; Diocese of Oakland List 06.01.19; Mercury News 10.16.19 Assignments: BA.org Assignment Record; Diocese of Oakland Assignment Record"

Father Donald Eugene Broderson

- Ordained: 1968
- Status: Sued
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Accused in a 4/03 lawsuit of molesting an altar boy many times in the 1970s. Broderson was "forced into retirement" in 1991 and officially retired later. Diocese knew of complaints against him in 1991. Became a marriage family therapist/licensed hypnotist in Richmond, CA. Settlements in 2003. Admitted to abuse. Laicized 3/21/05. Six brothers sued in 2007. Case dismissed then reinstated 2/09 by appeals court. CA Sup Court dismissed 3/29/12. Broderson died 9/19/10. On diocese's list in 2019.

Source: "BISHOP ACCOUNTABILITY - News: Diocese of Oakland Apology Services 2004; Contra Costa Times 04.03.03; Oakland Tribune 04.03.03; San Jose Mercury News 05.23.04; Alameda Times Star 09.09.04; Oakland Tribune 11.16.04; San Jose Mercury News 03.30.08; San Jose Mercury News 03.31.08; Bay Area News Group 04.01.08; Contra Costa Tim... 04.01.08; CBS 5 02.10.09; SF Chronicle 02.12.09; California Court Opinions 06.07.09; SF Chronicle 06.11.09; Contra Costa Times 09.27.10; Muscatine Journal 01.05.12; ABC ...

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01.06.12; The Leagel 03.20.12; Contra Costa Times 03.29.12; San Francisco Appeal 03.29.12; The Patch 03.29.12; Diocese of Oakland List 06.01.19 Assignments: Diocese of Oakland Assignment Record"

Father Kenneth J. Cabral

- Ordained: 1950
- Status: Accused
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Accused of abuse at St. Catherine of Siena in Martinez 1964-1965. Absent on sick leave 1987-1991. Removed from ministry/retired 6/30/91. Named publicly in 2004 at one of the diocese's apology services. Died 3/3/96. On diocese's list in 2019.

Source: "BISHOP ACCOUNTABILITY - News: Diocese of Oakland Apology Services 2004; Bay Area News Group 04.01.08; Contra Costa Times 04.01.08; Diocese of Oakland List 06.01.19 Assignments: BA.org Assignment Record; Diocese of Oakland Assignment Record"

Father Alexander Q. Castillo

- Ordained: 2011
- Status: Accused
- D/O: Diocesan

Sexual Abuse Allegation Notes:

From Costa Rica. Arrived in U.S. in 2008. Assignments included parishes in Oakley and Fremont. Teacher at St. Junipero Serra Catechetical Institute and academic dean of Escuela de Ministerios Pastorales. Director of Dept of Faith Formation and Evangelization and episcopal master of ceremonies. Castillo was informed on 1/30/19 that he had been placed on leave during an investigation of sexual misconduct toward a minor. Leave publicly announced in a 1/31/19 press release; police notified of the allegation 5 hours later. Fled the country. Diocese filed missing persons report 2/22/19.

Source: "BISHOP ACCOUNTABILITY - News: CBS SF 01.31.19; San Francisco Chronicle 01.31.19; Bay Area News Group 02.04.19; Mercury News 03.02.19; Newsweek 03.04.19; KPIX 5 04.16.19 Assignments: N/A"

Father James A. Clark

- Ordained: 1947
- Status: Sued
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Arrested and convicted in 1963 on felony charge of oral copulation with a 19-year-old man in Santa Cruz. Given probation. Transferred to Corpus Christi parish in Fremont in 1965, where he allegedly abused "numerous" children. Retired 4/29/84. Two brothers filed suit in 12/03 alleging abuse by Clark 1968-1972. Third plaintiff filed separate suit. Clark died 7/27/89. At least one claim included as part of a $56.4 million payout to 56 childhood sexual abuse survivors in 8/05.

Source: "BISHOP ACCOUNTABILITY - News: Alameda Times Star 12.12.03; Daily Review 12.26.03; Daily Review 03.21.04; Tri-Valley Herald 03.22.04; Tri-Valley Herald 04.02.04; San Jose Mercury News 05.23.04; Tri-Valley Herald 07.28.04; Oakland Tribune 02.24.05; The Argus 04.11.05; Inside Bay Area 11.22.05; San Jose Mercury News 03.30.08; San Jose Mercury News 03.31.08; Bay Area News Group 04.01.08; Contra Costa Times 04.01.08; Pacific Standard 10.26.18; Diocese of Oakland List 06.01.19 Assignments: Diocese of Oakland Assignment Record"

Father Phillip Colloty

- Status: Accused
- D/O: OFM Franciscan

Sexual Abuse Allegation Notes:

Named publicly as accused by the Santa Barbara Province Franciscans on their list 5/31/19. It notes sexual abuse of a minor in 1955, reported in 2010. Colloty died in 1976. On the Oakland diocese's list 6/1/19.

Source: "BISHOP ACCOUNTABILITY - News: Santa Barbara Province Francisans List 05.31.19; Diocese of Oakland List 06.01.19 Assignments: Santa Barbara Province Francisans List 05.31.19"

Father Hilary Cooper

- Ordained: 1965
- Status: Accused
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Named publicly as accused by the Oakland diocese on its list in 2019. Ordained for the Benedictines in Kansas City. Incardinated into the Oakland diocese 10/1/76. Abuse noted to have occurred in 1978. Removed from ministry in 1995. Given life of prayer and penance.

Connect with Us

Source: "BISHOP ACCOUNTABILITY - News: Diocese of Oakland List 06.01.19 Assignments: Diocese of Oakland Assignment Record"

Father Virendra Coutts

- Status: Accused
- D/O: Salesians of Don Bosco

Sexual Abuse Allegation Notes:

Named publicly as accused by the Oakland diocese on its list in 2019. Doesn't specify if priest or deacon.

Source: "BISHOP ACCOUNTABILITY - News: Mercury News 02.20.19; Diocese of Oakland List 06.01.19 Assignments: N/A"

Father Sidney J. Custodio

- Status: Sued
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Alleged in a lawsuit to have abused one girl at St. Gregory parish in San Mateo between 1960-1963. Last known address was in Menlo Park.

Source: "BISHOP ACCOUNTABILITY - News: Bay Area News Group 4.1.08; Contra Costa Times 4.1.08 Assignments: N/A"

Father Pearse P. Donovan

- Ordained: 1943
- Status: Sued
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Accused in a 2003 civil suit of molesting a boy beginning in 1978 at St. Clement, and of later passing him on to an abusive Holy Cross brother, Lawrence O'Brien. During this same time period, Donovan was being treated for alcoholism at two treatment centers. He served as Superintendent of Schools 1963-1972. Removed from ministry/retired 1983. Died 9/12/86. On the diocese's list in 2019. It notes abuse having occurred 1978-80. -Source

Source: "BISHOP ACCOUNTABILITY - News: San Jose Mercury News 03.30.08; Bay Area News Group 04.01.08; Contra Costa Times 04.01.08; Diocese of Oakland List 06.01.19 Assignments: Diocese of Oakland Assignment Record"

Father Dennis Duffy

- Status: Accused
- D/O: OFM Franciscan

Sexual Abuse Allegation Notes:

Named publicly as accused by the Santa Barbara Province Franciscans on its list in 5/31/19. Unclear if priest, brother, or deacon. First assignment in 1968. Allegations in 1990 of sexual abuse of minors in 1975. Removed from ministry, put on a safety plan. Also on the Oakland diocese's list in 2019.

Source: "BISHOP ACCOUNTABILITY - News: Santa Barbara Province Francisans List 05.31.19; Diocese of Oakland List 06.01.19 Assignments: Santa Barbara Province Franciscans List 05.31.19"

Father Donald W. Eagleson

- Ordained: 1985
- Status: Sued
- D/O: Holy Cross

Sexual Abuse Allegation Notes:

Accused in 2002 of abuse in 1971 when he was a Holy Cross brother teaching at Moreau High School in Hayward. Ordained for the Diocese of Santa Rosa in 1985. Suspended in 2002 on new allegation of 1971 abuse; not revealed to parishioners or public until 2006. Partial settlement of 2004 civil suit in 2005. Died 10/22/04. On Santa Rosa diocese's list 1/12/19. On the Oakland diocese's list in 2019.

Source: "BISHOP ACCOUNTABILITY - News: CBS 5 07.21.06; Press Democrat 07.21.06; Contra Costa Times 04.01.08; San Jose Mercury News 04.01.08; Diocese of Santa Rosa List 01.12.19; Diocese of Oakland List 06.01.19 Assignments: N/A"

Father Joseph A. Ferreira

- Ordained: 1959
- Status: Sued
- D/O: Diocesan

Sexual Abuse Allegation Notes:

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In a lawsuit filed in 11/06, a woman alleged she was molested by Ferreira at Our Lady of Good Counsel in San Leandro in 1973 and 1974 when she was in her teens. She also claimed that Ferreira continued to harass and stalk her throughout the years. Case later settled out of court. A second woman filed suit 6/09 alleging abuse by Ferreira 1970-1972 at Our Lady of Good Counsel in San Leandro. On diocese's list in 2019. It notes that Ferreira was removed from ministry/retired 12/28/98. Died 12/21/14.

Source: "BISHOP ACCOUNTABILITY - News: Inside Bay Area 11.14.06; Bay Area News Group 04.01.08; Contra Costa Times 04.01.08; Oakland Tribune 06.15.09; Diocese of Oakland List 06.01.19 Assignments: Diocese of Oakland Assignment Record"

Father Patrick Finnegan

- Ordained: 1952
- Status: Accused
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Named publicly as accused by the Oakland diocese on its list in 2019. It notes abuse in the 1960s and 1973. Removed from ministry 2/6/73. Died 9/28/80.

Source: "BISHOP ACCOUNTABILITY - News: Diocese of Oakland List 06.01.19 Assignments: Diocese of Oakland Assignment Record"

Father George J. Francis

- Ordained: 1937
- Status: Sued
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Accused of having raped a 7-year-old girl in 1959. His alleged victim filed a lawsuit in the early 1990s; settled in 1993. Officials denied any wrongdoing by Francis. Another suit filed 11/02 by a woman who alleged that Francis abused her 1979-1982, when she was ages 5-11. Settled in 1/04 for $3 million. Both victims went public in 2002; diocese admitted abuse and that there were other victims. At least nine known victims. On the diocese's list in 2019. It notes abuse occurring in the 1960s and 1972. Removed from ministry/retired 4/4/86. Died 5/4/98.

Source: "BISHOP ACCOUNTABILITY - News: Diocese of Oakland Apology Services 2004; Daily Review 11.15.02; Oakland Tribune 12.23.02; LA Times 01.24.04; SF Chronicle 01.26.04; Tri-Valley Herald 03.03.04; San Jose Mercury News 03.30.08; San Jose Mercury News 03.31.08; Bay Area News Group 04.01.08; Contra Costa Times 04.01.08; Diocese of Oakland List 06.01.19 Assignments: Diocese of Oakland Assignment Record"

Father Robert E. Freitas

- Ordained: 1972
- Status: Convicted
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Sent to treatment and placed on "restricted ministry" in 1985 after two boys alleged sex abuse. In 2002, a man told the diocese that Freitas molested him in 1979. Police notified. Accuser wore a wire during meeting; Freitas admitted abuse and was arrested. Accuser filed suit. Police believe there were at least four more victims from about the same time frame. Pled guilty 12/02; sentenced to six months jail and five years probation. Released 6/03 after US Supreme Court ruling. Settlement 11/03. On diocese's list 2/17/19. Laicized 2007. Died 11/14/11.

Source: "BISHOP ACCOUNTABILITY - News: Diocese of Oakland Apology Services 2004; Oakland Tribune 04.10.02; San Jose Mercury News 04.10.02; San Francisco Chronicle 04.11.02; San Francisco Chronicle 04.12.02; San Jose Mercury News 04.18.02; San Jose Mercury News 12.07.02; San Jose Mercury News 01.23.03; Tri-Valley Herald 02.02.03; Oakland Tribune 11.25.03; San Jose Mercury News 11.26.03; KGO 10.28.04; Tri-Valley Herald 03.30.05; San Jose Mercury News 03.30.08; San Jose Mercury News 03.31.08; Contra Costa Times 04.01.08; San Jose Mercury News 04.02.08; Diocese of Oakland List 02.17.19; Lamorinda Weekly 03.04.19 Assignments: Diocese of Oakland Assignment Record; BA.org Assignment Record"

Brother Adrian Furman

- Status: Accused
- D/O: OFM Franciscan

Sexual Abuse Allegation Notes:

Brother. Named publicly as accused by the Franciscans' Santa Barbara Province on its list 5/31/19. Allegations reported in 2002 and 2010, of sex abuse of minors 1959-1965. Furman died in 2003.

Source: "BISHOP ACCOUNTABILITY - News: Santa Barbara Province Franciscans List 05.31.19; Diocese of Oakland List 06.01.19 Assignments: Santa Barbara Province Franciscans List 05.31.19"

Father William S. Green

- Status: Convicted
- D/O: Redemptorist

Sexual Abuse Allegation Notes:

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Arrested 4/99 along with 5 other individuals for sending sexually explicit messages and pornography to a 14 yr old boy in chatroom on the Internet. Pleaded guilty 7/99 to two counts of oral copulation and one charge of attempting to send harmful material to a minor and was sentenced to two years in prison.

Source: "BISHOP ACCOUNTABILITY - News: San Fransicso Chronicle 04.14.99; San Francisco Chronicle 07.24.99 Assignments: N/A"

Brother Joseph (Jesse) Gutierrez-Cervantes

- Status: Settled
- D/O: FSC - Brothers of the Christian Schools

Sexual Abuse Allegation Notes:

Left the Order in 1985. Worked at the Hanna Boys Center in Sonoma as a counselor. Dismissed from there in 1986. Accused in a 2003 civil suit of abusing a boy who was a student at De La Salle High School. Plaintiff received $4M in settlement in late 2004. Gutierrez was working as a consultant in Sonoma in the 2000s, known as Jesse Gutierrez-Cervantes. New allegations of abuse in 1986 against Gutierrez surfaced in early 2019. On the Oakland diocese's list in 2019. Lawsuit filed in 10/19 by another De La Salle alumnus claiming he was drugged and abused by Gutierrez several times 1968-72.

Source: "BISHOP ACCOUNTABILITY - News: Contra Costa Times 01.23.05; Sonoma News 01.25.05; San Francisco Chronicle 01.28.05; Contra Costa Times 04.01.08; San Jose Mercury News 04.01.08; Press Democrat 04.17.19; Diocese of Oakland List 06.01.19; KRON 10.23.19 Assignments: N/A"

Father Stephen M. Kiesle

- Ordained: 1972
- Status: Convicted
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Left priesthood 1981. Laicized 1987. Convicted in 1978 of abuse of 2 boys. Got 3 years probation. Arrested 2002 after 3 women for assault of a male. Possibly up to 10 female victims. Kiesle said that if girls said abuse happened then he was sure it did. Charges dropped 7/03. Sentenced 2004 to 6 years prison for abuse in 1995. Released 2009. Civil suits filed. Registered sex offender, living in Walnut Creek, CA. Two more suits with 7 accusers 8/10. Accused in a 10/18 suit vs the Vatican of abuse 1972-74 of a girl, ages 11-13. On diocese's list in 2019.

Source: "BISHOP ACCOUNTABILITY - News: Diocese of Oakland Apology Services 2004; Cardinal Ratzinger letter re Laicization Request 10.31.85; LA Times 01.03.03; LA Times 06.29.03; Mercury News 01.04.04; Oakland Tribune 02.01.04; Oakland Tribune 07.16.04; San Jose Mercury News 03.30.08; San Jose Mercury News 03.31.08; Bay Area News Group 04.01.08; Contra Costa Times 04.01.08; San Jose Mercury News 04.02.08; In York 04.09.10; LA Times 04.09.10; LA Times 04.09.10; Mercury News 04.09.10; NY Times 04.09.10; Santa Cruz Sentinel 04.09.10; Oakland Tribune 08.18.10; News 10 02.12.13; Fresno Bee 01.15.17; California News Wire Services 10.25.18; Diocese of Oakland List 06.01.19 Assignments: Diocese of Oakland Assignment Record; BA.org Assignment Record"

Father Ronald J. LaGasse

- Ordained: 1969
- Status: Arrested
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Arrested in 1984 on suspicion of molesting a 17-year-old boy at St. Raymond in Dublin. Sent to treatment. Placed on leave for a year then reassigned. Later became a chaplain in the Army Reserve. Last known to be serving as abbot of an independent Benedictine monastery in Hawaii. On Oakland diocese's list 2/17/19. Excommunicated 6/14/08.

Source: "BISHOP ACCOUNTABILITY - News: San Jose Mercury News 03.31.08; Bay Area News Group 04.01.08; Contra Costa Times 04.01.08; Diocese of Oakland List 02.17.19; Lamorinda Weekly 03.04.19 Assignments: Diocese of Oakland Assignment Record"

Father Tarcisio D. Lanuevo

- Ordained: 1956
- Status: Accused
- D/O: Diocesan

Sexual Abuse Allegation Notes:

In 12/79, parents of two girls, ages 7 and 2, reported to police that Lanuevo had molested their daughters at St. John the Baptist in San Lorenzo. Incardinated into the Oakland diocese 4/2/85. Girls filed civil suit in 1993. Suit claimed that Lanuevo's pastor had promised their parents that he would receive treatment and never be around children if they dropped the criminal charges. Suit eventually settled. Lanuevo continued to work in diocese until 1991. Removed from ministry 7/29/92. In 1993 he was working at V.A. domiciliary in Portland, OR. On Oakland diocese's list in 2019.

Source: "BISHOP ACCOUNTABILITY - News: San Francisco Chronicle 02.26.93; San Jose Mercury News 03.31.08; Contra Costa Times 04.01.08; Diocese of Oakland List 06.01.19 Assignments: Diocese of Oakland Assignment Record"

Father Cornelius P. Leehan

- Ordained: 1948
- Status: Sued
- D/O: Redemptorists

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Sexual Abuse Allegation Notes:

Full name Cornelius Patrick or Pedraig Leehan. Accused in a 12/03 lawsuit of raping a 5-year-old boy at St. Alphonsus Liguori in San Leandro. Also allegedly fondled the boy 7 years later, after he was reassigned to the parish. Leehan's accuser said he told his father and that his father, a friend of Leehan, told him to tell no one and to never speak about a priest that way. Leehan died in 1996. On the Oakland diocese's list in 2019.

Source: "BISHOP ACCOUNTABILITY - News: Argus (CA) 08.31.04; Contra Costa Times 04.01.08; San Jose Mercury News 04.01.08; Diocese of Oakland List 06.01.19 Assignments: N/A"

Father Gary M. Luiz

- Ordained: 1977
- Status: Sued
- D/O: Society of Precious Blood

Sexual Abuse Allegation Notes:

Assignments included St. Barnabas in Alameda, CA and St. Edward's in Newark, NJ (1980-1985). Accused in a (2003?) civil suit of abusing a boy at St. Edward's 1980-86. The boy's parents said they complained to St. Edward's pastor in 1984, but Newark diocesan officials said they did not learn of the abuse until about 1990, and that they placed him immediately on leave. Luiz earned a canon law degree from Catholic University in DC in 1993. He was reportedly sent to a Berkeley, CA monastery by 1995. Per the 2017 Official Catholic Directory, Luiz was working as a canon lawyer in the Diocese of Reno. On the Oakland diocese's list in 2019.

Source: "BISHOP ACCOUNTABILITY - News: The Argus 04.24.05; The Argus 03.30.08; Contra Costa Times 04.01.08; Diocese of Oakland List 06.01.19 Assignments: N/A"

Brother Bede McKinnon

- Status: Accused
- D/O: OFM Franciscan

Sexual Abuse Allegation Notes:

Named publicly as accused by the Franciscans' Santa Barbara Province on its list 5/31/19. It notes an allegation reported in 2010 of the sexual abuse of a minor 1978-79. Assigned at the time of the alleged abuse to St. Elizabeth's in Oakland. Died 1998. On the Oakland diocese's list in 2019.

Source: "BISHOP ACCOUNTABILITY - News: Santa Barbara Province Francisans List 05.31.19; Diocese of Oakland List 06.01.19 Assignments: Santa Barbara Province Franciscans List 05.31.19"

Father Daniel McLeod

- Ordained: < 1970
- Status: Accused
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Named publicly as accused by the Oakland diocese on its list in 2019. Incardinated into the diocese 4/16/70. Abuse noted to have occurred in 1969. Removed from ministry/retired 1/18/87. Died 12/17/01.

Source: "BISHOP ACCOUNTABILITY - News: Diocese of Oakland List 06.01.19 Assignments: Diocese of Oakland Assignment Record"

Father Hector David Mendoza Vela

- Ordained: 2013
- Status: Convicted
- D/O: Diocesan

Sexual Abuse Allegation Notes:

From El Salvador. Arrived in the U.S. in 2008. Pastor of Corpus Christi in Fremont CA when arrested in 3/19. Accused of sexually abusing a boy, age 14 or 15, over 18 months in 2016-17. Placed on administrative leave. Pled not guilty in 7/19 to 30 criminal counts; pled no contest in 8/19 to 5 counts in a plea agreement. Sentenced 9/27/19 to 4 years, 8 months in prison. Canonical process initiated.

Source: "BISHOP ACCOUNTABILITY - News: San Francisco Chronicle 03.31.19; KRON 04.01.19; Bay Area News Group 08.21.19; Patch 08.23.19; Bay Area News Group 09.27.19 Assignments: N/A"

Father Joaquin Moreno

- Ordained: 1981
- Status: Accused
- D/O: OFM Franciscan

Sexual Abuse Allegation Notes:

Named publicly as accused by the Franciscans' Santa Barbara Province on its list 5/31/19. Allegation noted in 1996 of the sexual abused of a minor. Left the order in 2008. On the Oakland

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Source: "BISHOP ACCOUNTABILITY - News: Santa Barbara Province Francisans List 05.31.19; Diocese of Oakland List 06.01.19 Assignments: Santa Barbara Province Franciscans List 05.31.19"

Brother Lawrence O'Brien

- Status: Sued
- D/O: Holy Cross

Sexual Abuse Allegation Notes:

Accused in a 2003 civil suit. Abuse was said to have occurred in 1970s and 1980s, of at least one youth, at Hayward's Moreau High School. O'Brien is deceased.

Source: "BISHOP ACCOUNTABILITY - News: Albany Times Union 08.06.00; San Jose Mercury News 03.30.08; Bay Area News Group 04.01.08; Contra Costa Times 04.01.08; San Jose Mercury News 04.01.08; Diocese of Oakland List 06.01.19 Assignments: N/A"

Father William Odom-Green

- Ordained: 1991
- Status: Convicted
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Ordained for the Diocese of Owensboro, KY. Worked in the Oakland diocese 12/97-4/99. Faculties removed. Convicted of abusing in the Diocese of Oakland, sent to prison. Named publicly as accused by the Oakland diocese on its list 2/17/19. On Owensboro's list 4/12/19.

Source: "BISHOP ACCOUNTABILITY - News: Diocese of Oakland List 02.17.19; Diocese of Owensboro List 04.12.19 Assignments: N/A"

Father Robert F. Ponciroli

- Ordained: 1969
- Status: Arrested
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Removed from ministry 2/9/95 and sent to therapy due to an allegation. Accused in an 8/02 suit of sexually abusing a boy, age 11, in 1975 in Antioch, CA. Arrested 2/03 for abuse of two brothers. Charges dropped 6/03. They filed suit in 3/03. S2M verdict 4/05. At least 7 other known victims per plaintiff's attorney. Ponciroli admitted he was a sex addict. Laicized in 2005. Died 1/19/09. On the diocese's list in 2019.

Source: "BISHOP ACCOUNTABILITY - News: Contra Costa Times 08.09.02; San Jose Mercury News 08.09.02; Tri-Valley Herald 08.09.02; Contra Costa Times 02.27.03; SF Chronicle 02.27.03; West County Times 03.01.03; Contra Costa Times 03.06.03; Contra Costa Times 03.11.03; San Jose Mercury News 06.27.03; Oakland Tribune 03.06.05; Contra Costa Times 03.10.05; LA Times 03.22.05; Tri-Valley Herald 03.30.05; SF Chronicle 03.31.05; Alameda Times Star 04.05.05; SF Chronicle 04.06.05; KPIX 04.15.05; San Jose Mercury News 08.06.05; San Jose Mercury News 03.30.08; San Jose Mercury News 03.31.08; Diocese of Oakland List 06.01.19 Assignments: Diocese of Oakland Assignment Record; BA.org Assignment Record"

Father James E. Prindeville

- Status: Sued
- D/O: Diocesan

Sexual Abuse Allegation Notes:

Prindeville left the priesthood at some point after 1961 and married.He continued his association with the religious world, assisting former priests and religious in resume preparation and job networking. Per 2003 civil suit, Prindeville was accused of molesting a 16 yr old girl at Bishop O'Dowd High School between 1952-1953 (prior to creation of Diocese). Prindeville, who died in 2004 at age 85, denied the allegations prior to his death.

Source: "BISHOP ACCOUNTABILITY - News: Bay Area News Group 4.1.08; Contra Costa Times 4.1.08; Corpus.org 10.04.04; San Jose Mercury News 03.30.08 Assignments: N/A"

Father Arthur A. (Arturo) Ribeiro

- Ordained: 1950
- Status: Sued
- D/O: Diocesan

Sexual Abuse Allegation Notes:

On sick leave in 1982. Removed from ministry/retired 1/1/92. Confronted in 1996 by two priests about his sexual misconduct. As of 1/03, three men had filed suit alleging Ribeiro sexually abused them in 1960s at All Saints in Concord. Per 7/04 article, four plaintiffs in two lawsuits. One plaintiff said he told his pastor during confession within two weeks of abuse and that Ribeiro was then transferred and promoted. Died 10/18/00. On diocese's list 2/17/19.

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Source: "BISHOP ACCOUNTABILITY - News: Diocese of Oakland Apology Services 2004; Oakland Tribune 01.17.03; Contra Costa Times 01.18.03; Daily Review 07.16.04; San Francisco Chronicle 08.26.04; Tri-Valley Herald 09.03.04; San Jose Mercury News 03.30.08; Bay Area News Group 04.01.08; Contra Costa Times 04.01.08; Diocese of Oakland List 02.17.19; Lamorinda Weekly 03.04.19 Assignments: Diocese of Oakland Assignment Record"

Father Anthony Slane

- Ordained: 1942
- Status: Sued
- D/O: Redemptorist

Sexual Abuse Allegation Notes:

Named in lawsuit as having abused at St. Alphonsus Ligorui in San Leandro, CA. Also served in the Seattle archdiocese, including 1981-88 at Our Lady of Good Help in Hoquiam. and Sacred Heart in Seattle 1988-2002. Died 4/2010, age 94, at St. Clement Health Care Center in Liguori, MO. Name included on Seattle archdiocese's list 1/15/16. On the Oakland diocese's list in 2019.

Source: "BISHOP ACCOUNTABILITY - News: Redemptorists of Denver Website 4,5,19; Contra Costa Times 04.01.08; The Stranger 01.15.16; The Daily World 01.18.16; Diocese of Oakland List 06.01.19 Assignments: N/A"

Father Gary B. Tollner

- Ordained: 1961
- Status: Accused
- D/O: Diocesan

Sexual Abuse Allegation Notes:

In 1982, Tollner's sister accused him of molesting his special needs nephew, age 22, who had the mental age of 12. Parishioners told of "suspicious behavior" involving young boys, alcohol and drugs in the hot tub Tollner had installed on the rectory roof. Reportedly abused six children. One alleged victim is said to have become an addict by age 12 and died by suicide years later, citing abuse by Tollner in his suicide note. Removed from ministry 1995. In 2/04, Bishop Vigneron publicly apologized to the parish community of St. Philip Neri, Alameda. Tollner died 2/17/99. On diocese's list 2/17/19. Abuse noted 1960s, 1970s, 1980s.

Source: "BISHOP ACCOUNTABILITY - News: Diocese of Oakland Apology Services 2004; Tri-Valley Herald 03.30.05; San Jose Mercury News 03.30.08; San Jose Mercury News 03.31.08; Bay Area News Group 04.01.08; Contra Costa Times 04.01.08; Diocese of Oakland List 02.17.19; Lamorinda Weekly 03.04.19 Assignments: BA.org Assignment Record; Diocese of Oakland Assignment Record"

Father Ramon Varela

- Ordained: 1949
- Status: Accused
- D/O: OFM Franciscan

Sexual Abuse Allegation Notes:

Named publicly as accused by the Franciscans' Santa Barbara Province on its list 5/31/19. It notes allegations received in 1994 of the sexual abuse of minors 1949-79. Varela's first assignment was in 1949, in AZ. He died in 2002. On the Oakland diocese's list in 2019.

Source: "BISHOP ACCOUNTABILITY - News: Santa Barbara Province Francisans List 05.31.19; Diocese of Oakland List 06.01.19 Assignments: Santa Barbara Province Franciscans List 05.31.19"

Brother John Vas

- Status: Accused
- D/O: Salesian

Sexual Abuse Allegation Notes:

Woman came forward in 2/08 to accuse Vas of molesting her for nearly 7 years, beginning in 1960s when she was age 7. Vas, then a brother in the Salesian order, was the band instructor at Salesian High School, where her brother was a student. Vas is last known to have in Florida with his wife. Per a 2/28/08 article, this is second public accusation against Vas.

Source: "BISHOP ACCOUNTABILITY - News: City of Angels 09.25.07; San Jose Mercury News 02.28.08; Inside Bay Area 03.03.08; California Catholic Daily 03.04.08; Contra Costa Times 04.01.08; San Jose Mercury News 04.01.08; joeypiscatelli website 11.25.18 Assignments: N/A"

Brother Francis Verngren

- Status: Sued
- D/O: Brothers of Christian Schools

Sexual Abuse Allegation Notes:

A man filed suit in 5/03 alleging abuse by Verngren 1966-70, when Verngren was principal and head dorm resident at a Catholic school in Berkeley. The man said he told another staff member in 1969, that Verngren was temporarily removed, returning later to his position. Suit settled 9/03. Vergren died 12/12/03. On Santa Rosa diocese's list 1/12/19. Worked there at Mont LaSalle 1969-84 [illegible] 1984. Math tutor at St. Apollinaris 1990-2002. On Oakland diocese's list in 2019.

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Source: "BISHOP ACCOUNTABILITY - News: Napa Valley Register 05.13.03; Napa Valley Register 12.04.03; Napa Valley Register 01.06.04; Contra Costa Times 04.01.08; San Jose Mercury News 04.01.08; Diocese of Santa Rosa List 01.12.19; Diocese of Oakland List 06.01.19 Assignments: N/A"

Father Stephen (Steve) Whelan

- Ordained: 1969
- Status: Sued
- D/O: Salesian

Sexual Abuse Allegation Notes:

Editor of Salesian Bulletin in 1997. Civil suit filed 2003 by a man alleging abuse by Whelan when he was a student at Salesian High School 1969-early 1970s. Still active in 8/05. Civil trial started 7/7/06. On 7/19/06 jury awarded plaintiff $600K. Whelan was removed from his position after the verdict and resided at the provincial house. CA Appeals Court upheld verdict 8/08. Removed from ministry. On the Oakland diocese's list in 2019.

Source: "BISHOP ACCOUNTABILITY - News: ABC 7 03.23.05; San Francisco 09.22.05; SF Weekly 01.05.06; Contra Costa Times 07.08.06; West County Times 07.11.06; Contra Costa Times 07.12.06; ABC30 07.19.06; Contra Costa Times 07.24.06; Renew America 12.01.06; San Francisco Weekly 08.15.07; City of Angels 03.19.08; Contra Costa Times 04.01.08; San Jose Mercury News 04.01.08; Renew America 08.26.08; Huffington Post 11.04.10; Bay Citizen 04.23.11; Joey Piscitelli Blog 07.01.12; Bay Area News Group 10.11.18; KTVU 10.11.18; NBC Bay Area 10.11.18; Diocese of Oakland List 06.01.19; CNN via San Jose Mercury News 12.02.19 Assignments: N/A"

Father Gordon Wilcox

- Ordained: 1955
- Status: Sued
- D/O: Congregation of Holy Cross

Sexual Abuse Allegation Notes:

Named in a 2004 suit against Rev. Donald Eagleson, which was partially settled in 2005. Wilcox was named as an abuser of a male student in 1971 at Moreau High School in Hayward. Died 10/4/84. On the Oakland diocese's list in 2019. On the Congregation of Holy Cross list 6/12/19. It notes multiple allegations in 2003 and 2012 of abuse in CA in the 1970s. Suit filed in 11/19 by man claiming abuse in the 1970s as a Moreau Catholic High student, by both Wilcox and Rev. John Moriarty.

Source: "BISHOP ACCOUNTABILITY - News: Press Democrat 07.21.06; Contra Costa Times 04.01.08; San Jose Mercury News 04.01.08; Diocese of Oakland List 06.01.19; Mercury News 11.07.19 Assignments: N/A"

Brother Terrence Wong

- Status: Sued
- D/O: Marianist

Sexual Abuse Allegation Notes:

Accused in a civil suit of abuse at St. Joseph High School in Alameda 1967-70. Died 4/19/97. On the Oakland diocese's list in 2019.

Source: "BISHOP ACCOUNTABILITY - News: Contra Costa Times 04.01.08; Diocese of Oakland List 06.01.19 Assignments: N/A"

DISCLAIMER: *The individuals on this list have allegations of sexual abuse against them. Under U.S. law, an allegation, however, does not define guilt. Instead, a person accused of a crime is innocent until proven guilty during legal proceedings, whether criminal or civil. These list entries do not imply the individual on the list is criminally guilty or legally liable for civil claims of damage caused by sexual abuse. Instead, it represents those who have been publicly accused of abuse.*

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EXHIBIT 5

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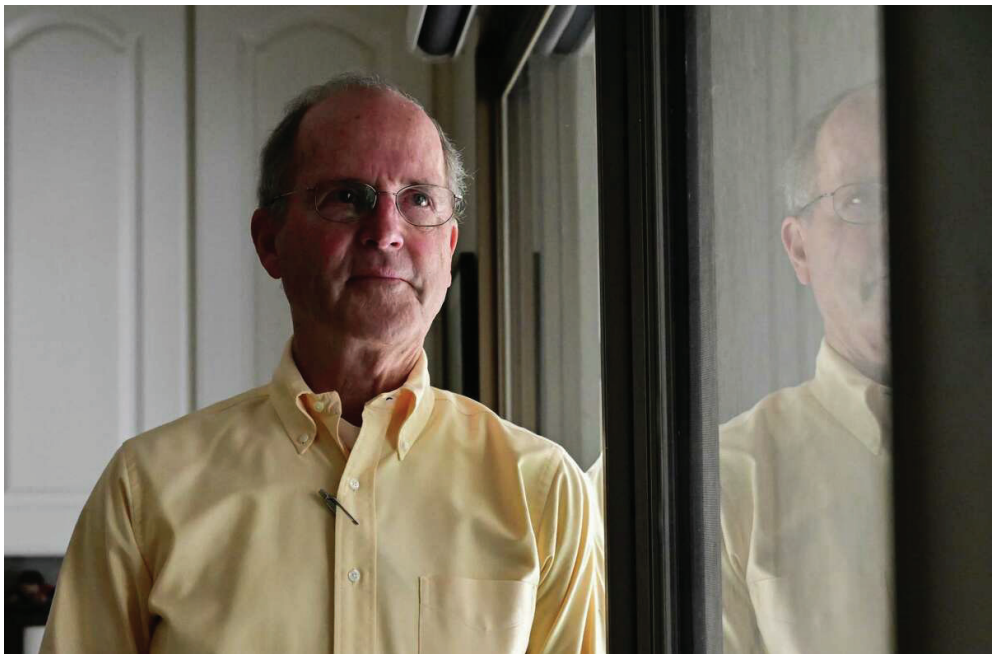
BAY AREA

He spent 17 years as a priest in exile. His final act: a scorching 'farewell letter' to the Catholic Church



Rachel Swan

Updated: July 26, 2022 12:23 p.m.



Tim Stier was defrocked as a priest in March after demonstrating for years against the Oakland Diocese.
Samantha Laurey/Special to The Chronicle

He spent 17 years as a priest in exile, railing against what he said were the misdeeds and cover-ups of the Roman Catholic Diocese of Oakland, until the Vatican finally cut him loose in March.

Months later, Tim Stier delivered his final salvo: a scorching "farewell letter" that condemned several bishops, criticized the Catholic clergy for retrograde attitudes toward gender equity and LGBTQ civil rights, and cited specific allegations of sexual abuse that Stier says the church ignored or tried to conceal.

His missive became a new flare-up for an institution grappling with public controversies over abortion and civil rights, and with the fallout from a painful history of abuse that has jolted parishes throughout the country.

“Dear No-Longer-Fellow Priests,” it began, “this will likely be my farewell letter to most of you, which may be glad tidings to those of you who did not enjoy hearing from me.”

In recent interviews with The Chronicle, Stier reflected on the blistering critique he wrote and distributed widely, an apogee to nearly two decades of protest, penned four months after his defrocking on March 19.

The ousted priest counts himself among a small community of early whistleblowers who have tried to persuade Catholic clergy to atone for past wrongs and to pull the church into modern times.

“If you speak out on these issues, you’re going to be crushed,” Stier said.

A spokesperson for the Oakland diocese did not respond to specific allegations in Stier’s letter, but sent a statement to The Chronicle about his ouster.

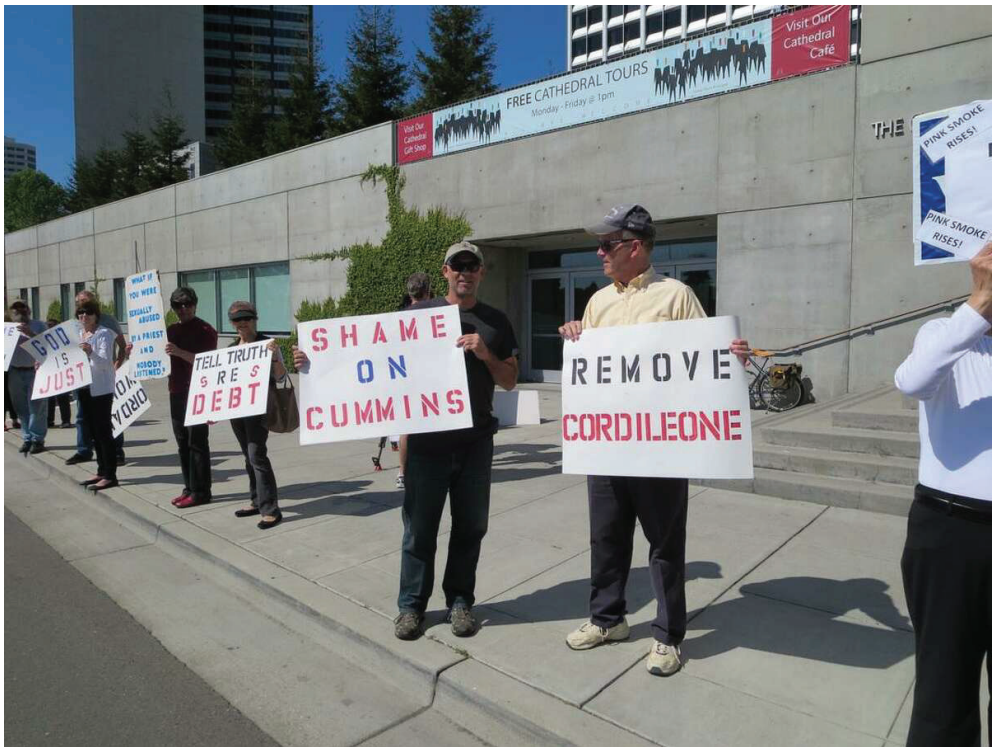
“We wish Mr. Stier all the best in this new chapter in his life,” the statement read. “The process by which the pope removes a man from the clerical state, which you reference as the ‘defrocking process,’ is extensive and thorough. Therefore, it can take considerable time.

“You’ll need to ask Mr. Stier why he made the decision to abandon his priestly vows and ministry many years ago.”

“The clergy are very efficient at giving directions, but it’s just not a democratic group,” Leonard said.

She became an ally of Stier during his two decades on the margins, after he became disillusioned with the church and refused a parish assignment from Bishop Allen Vigneron in 2005.

At the time, Stier said, he insisted that Vigneron publicly confront “three issues roiling the Church”: the sexual abuse of minors by clergy and bishops’ efforts to hide it; the refusal to ordain women and treat them equitably; and the cruel treatment of LGBTQ parishioners “based on an outdated theory of human sexuality.”



Tim Stier, former priest, protested the church for 11 years.
courtesy of Virginia Saenz McCarthy

The diocese “didn’t know what to do with me,” Stier said. “They were hoping I’d come back. I was a well-respected, competent pastor.”

What began as a standoff became a protracted stalemate. From 2010 to 2021, Stier stood on the sidewalk during each Sunday mass, holding his signs and hoping that Bishop Michael Barber would emerge from the cathedral to speak with him. And during all that time, the bishop never did, he said.

He surmised that Barber was embarrassed by the public crusade, and by Stier’s demand for Barber to “hold accountable” retired Bishop John Cummins, who had ordained Stier in 1979, but who Stier later accused of abetting sexual abuse of minors by moving predatory priests from one parish to another.

Representatives of the Archdiocese of Detroit, where Vigneron now serves as archbishop, declined to comment, deferring to their counterparts in Oakland. Attorneys for Cummins did not return phone calls, and a spokesperson for the Oakland diocese declined to comment on the retired bishop’s behalf.

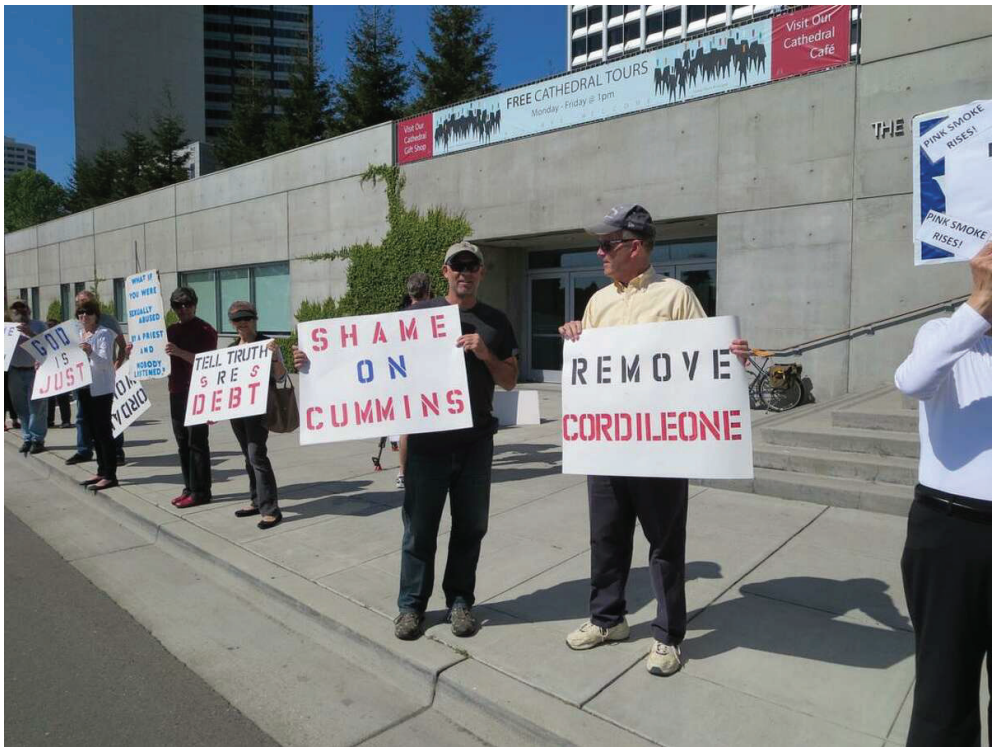
Stier cited several examples in his letter of priests who served during Cummins’ tenure and who the Oakland Diocese subsequently deemed “credibly accused of sexual abuse by a minor.” One of them, Stephen Kiesle, pleaded no contest to charges of lewd conduct in 1978, for allegedly tying up and molesting two boys at Our Lady of the Rosary Parish in Union City, where he was a priest and teacher.

Two years ago, one of Kiesle’s alleged victims sued him, the diocese and Cummins, claiming the retired bishop knew Kiesle was a danger to children but allowed him to work with them anyway. The suit is part of a coordinated action involving more than a hundred plaintiffs against

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various dioceses and other church entities, with the first case set to go to trial next year, said Kiesle's lawyer, Mark Mittelman.

Attorneys for Cummins and Kiesle have denied all of the allegations, according to court filings.

Separately, Kiesle was arrested this year on charges of killing a pedestrian while allegedly driving drunk in a Walnut Creek retirement community. He was freed on $250,000 bail in April and the case is pending.

Stier succeeded Kiesle at Our Lady of the Rosary in 1979, the year he was ordained. At the time, parishioners informed him of Kiesle's misconduct, he said, but he heard nothing from the pastor or the diocese.

"It was so secretive in those days," he told The Chronicle, noting that, before 1979, he had no inkling that priests had used their position to victimize others.

Tim Stier, who has been defrocked as a priest, had protested weekly outside the Cathedral of Christ the Light in Oakland.
Samantha Laurey/Special to The Chronicle

In interviews, Stier pointed to two factors that motivated him to write the letter. The first, he said, was a desire for closure. Second, he wanted to leave a record "of what I learned during my 17 years of voluntary exile from active priesthood," working with abuse survivors and other people he views as marginalized by the archdiocese.

Once he'd finished and signed the missive, he printed out copies and mailed them to 60 priests. Fifty-nine didn't respond; one sent a short, polite acknowledgment.

This month the letter appeared on BishopAccountability.org, a website and database that tracks alleged abuse by clergy.

The nonprofit Survivors Network of Those Abused by Priests, or SNAP, defended and praised Stier in a statement.

"It is ironic that a priest who showed integrity has been defrocked for taking a stand for what he believes is just," the statement read, "while priests who molested children were hidden, paid and never forced to leave the church."

Editor's note: This story was updated to clarify the details of who administered communion to Speaker Nancy Pelosi.

Rachel Swan is a San Francisco Chronicle staff writer. Email: rswan@sfchronicle.com Twitter: @rachelswan

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Written By
Rachel Swan

Reach Rachel on

Rachel Swan is a breaking news and enterprise reporter. She joined the Chronicle in 2015 after stints at several alt weekly newspapers. Born in Berkeley, she graduated from Cal with a degree in rhetoric and is now raising two daughters in El Cerrito.

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EXHIBIT 6

Former East Bay priest now at center of Vatican clergy abuse controversy

Contra Costa Times (California)

April 9, 2010 Friday

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Section: BREAKING; My Town; Crime; Contra Costa; News; Local

Length: 1458 words

Byline: By John Simerman Contra Costa Times

Body

A former East Bay priest with a long record of sexually abusing children remained in the clergy for years while then-Cardinal Joseph Ratzinger, now Pope Benedict XVI, bucked pleas from the Oakland diocese to defrock him in the 1980s, according to an Associated Press report citing church documents.

A 1985 letter signed by Ratzinger delayed a decision on the Rev. Stephen Kiesle, citing concerns for "the good of the Universal Church."

The correspondence, obtained by The Associated Press, is the strongest challenge yet to the Vatican's insistence that Pope Benedict played no role in blocking the removal of pedophile priests during his years as head of the Catholic Church's doctrinal watchdog office.

In the letter, Ratzinger directed Oakland Bishop John Cummins to provide Kiesle "as much paternal care as possible" while awaiting the Vatican ruling, according to a translation of the letter from Latin. That was a way of saying the bishop was responsible for ensuring Kiesle didn't reoffend, Vatican attorney Jeffrey Lena said.

Lena said there were no known cases of abuse by Kiesle between 1981, when the diocese first recommended he be laicized, and 1987, when Kiesle was removed from the priesthood.

The letter came five years after Kiesle himself requested removal from the priesthood, and the diocese recommended it to the Vatican, following Kiesle's no-contest plea in 1978 on a misdemeanor charge for tying up and molesting two preteen boys in the rectory of Our Lady of the Rosary Church in Union City.

Kiesle, now 63 and recently released from prison, lives in the Rossmoor senior community in Walnut Creek and wears a Global Positioning System anklet. He is on parole for a different sex crime against a child. A self-described "Pied Piper of the neighborhood," he is perhaps the most notorious among dozens of East Bay clergy accused of sex abuse over decades.

Numerous accusers have claimed he abused them as children at Our Lady of the Rosary, Santa Paula (now Our Lady of Guadalupe) in Fremont and Saint Joseph in Pinole, where he served in the mid-1970s, then returned in 1985 to volunteer as a youth minister.

The Associated Press report adds new fuel to a blaze of criticism from clergy abuse victims and others over Ratzinger's handling of sexual abuse claims while he headed the Catholic Church's doctrinal watchdog office, before rising to pope five years ago.

The Vatican has insisted Pope Benedict played no direct role in stopping the removal of pedophile priests. But, stained by reports that appear to implicate him, the church on Friday took a conciliatory tack.

The Rev. Federico Lombardi, a Vatican spokesman, acknowledged that the church had lost public trust and said Pope Benedict was ready to meet with more victims of abuse. The Vatican also urged Catholic dioceses around the world to cooperate with police in clergy sex abuse cases.

But Lombardi declined to address the 1985 letter directly, other than to confirm Ratzinger's signature.

"The press office doesn't believe it is necessary to respond to every single document taken out of context regarding particular legal situations," he said. "It is not strange that there are single documents which have Cardinal Ratzinger's signature."

In the letter, Ratzinger says the arguments for removing Kiesle are of "grave significance" but adds that such actions required very careful review and more time. Any decision to defrock Kiesle must take into account the "good of the Universal Church" and the "detriment that granting the dispensation can provoke within the community of Christ's faithful, particularly considering the young age of the petitioner." Kiesle was 38 at the time.

In his earliest letter to Ratzinger, Cummins warned that returning Kiesle to ministry would cause more of a scandal than stripping him of his priestly powers.

"It is my conviction that there would be no scandal if this petition were granted and that as a matter of fact, given the nature of the case, there might be greater scandal to the community if Father Kiesle were allowed to return to the active ministry," Cummins wrote in 1982.

California church officials wrote to Ratzinger at least three times to check on the status of Kiesle's case. At one point, a Vatican official wrote to say the file might have been lost and suggested resubmitting materials. Diocese officials considered writing Ratzinger again after they received his 1985 response to impress upon him that leaving Kiesle in the ministry would harm the church, the Rev. George Mockel wrote in a memo to the Oakland bishop.

"My own reading of this letter is that basically they are going to sit on it until Steve gets quite a bit older," the memo said. "Despite his young age, the particular and unique circumstances of this case would seem to make it a greater scandal if he were not laicized."

'Just furious'

Mike Brown, spokesman for the Oakland diocese, said Kiesle was removed from the active ministry in 1978 when the allegations arose from Our Lady of the Rosary. He ultimately was defrocked laicized, in church parlance in February 1987, but for more than a year continued working with children at the Pinole church, according to a complaint letter written in May 1988 by Maurine Behrend, who worked in the diocese's Office of Youth Ministry.

Behrend, of San Ramon, said she made three reports before Cummins did anything, including one noting that Kiesle had showed up at a diocese youth event in late 1987. Soon after, Cummins removed Kiesle from his position in Pinole.

"I was just furious," she said Friday. "I wasn't going to stop until somebody paid attention."

A secretary at the Pinole church said she could find no records that would indicate when Kiesle volunteered there. Brown, the diocese spokesman, said Friday he could not offer any other details about the case until next week.

"We're still dusting off the files and trying to understand how we handled things," he said.

In the summer of 2002, police searched outside Kiesle's vacation home in Truckee for clues in the 1988 disappearance of 7-year-old Amber Swartz, who vanished from her Pinole neighborhood. The excavation turned up no evidence, and Kiesle was never named as a suspect.

That same year, Kiesle was arrested and charged with 13 counts of child molestation, 11 of them stemming from his time at Our Lady of the Rosary, and before that at Saint Joseph in Pinole and Santa Paula in Fremont. All but

two of the charges were dismissed after the U.S. Supreme Court ruled unconstitutional a California law extending the statute of limitations in such cases.

The remaining charges were resolved two years later, when Kiesle was sentenced to six years in prison for molesting a young girl at his Truckee vacation home in 1995.

Kiesle was paroled a year ago. In October he violated his parole and returned to prison, then was released last month, said Gordon Hinkle, a spokesman for the state Department of Corrections and Rehabilitation.

Hinkle said he did not know the nature of the parole violation. Kiesle remains on parole and wears a GPS anklet, Hinkle said.

Sizable payouts

Clergy abuse cases involving Kiesle resulted in multimillion-dollar payouts by the Diocese of Oakland, said Rick Simons, a Hayward attorney who has represented numerous clergy abuse victims, including one he says Kiesle molested while at a seminary in Menlo Park.

Simons said he deposed Kiesle at Mule Creek State Prison.

"Of all the perpetrators I met, which were probably a couple dozen, he was the most evil, remorseless sociopath of them all, just a terrible human being," said Simons. "He was so clearly without any degree of connection or remorse to any of these kids he molested. And there were a lot of them."

No one answered the door at Kiesle's home Friday.

Martinez resident Joey Piscitelli, who heads the Northern California chapter of Survivors Network of those Abused by Priests, said he fielded several accusations of abuse by Kiesle from women who claimed he molested them when they were young girls. He placed blame squarely on Benedict.

"Ratzinger knew. It's Ratzinger who dropped the ball," he said.

Simons, the attorney, said the diocese "gets points" for pressing the diocese to laicize Kiesle after the 1985 letter called for more delay.

"Where they get criticized is letting him be a volunteer youth minister," said Simons. "It makes no sense at all."

Cummins, the now-retired bishop, told the AP during an interview at his Oakland home that he "didn't really care for" Kiesle, but he didn't recall writing to Ratzinger concerning the case.

"I wish I did write to Cardinal Ratzinger," said Cummins, now 82. "I don't think I was that smart."

The Associated Press, staff writer Roman Gokhman and Bay Area News Group correspondent Rob Dennis contributed to this story.

Graphic

Pope Benedict XVI greets the faithful during the weekly general audience in St. Peter's Square at the Vatican, Wednesday, April 7, 2010. (AP Photo/Pier Paolo Cito)

This May 17, 2002 law enforcement booking photo shows former priest Stephen Kiesle. A letter obtained by the Associated Press and bearing the signature of future Pope Benedict XVI shows then-Cardinal Joseph Ratzinger resisted defrocking Kiesle, who had a record of sexually molesting children, after his case had languished for four

years at the Vatican. The 1985 letter was typed in Latin and is part of years of correspondence between the Diocese of Oakland and the Vatican about the proposed defrocking of Rev. Kiesle. (AP Photo)

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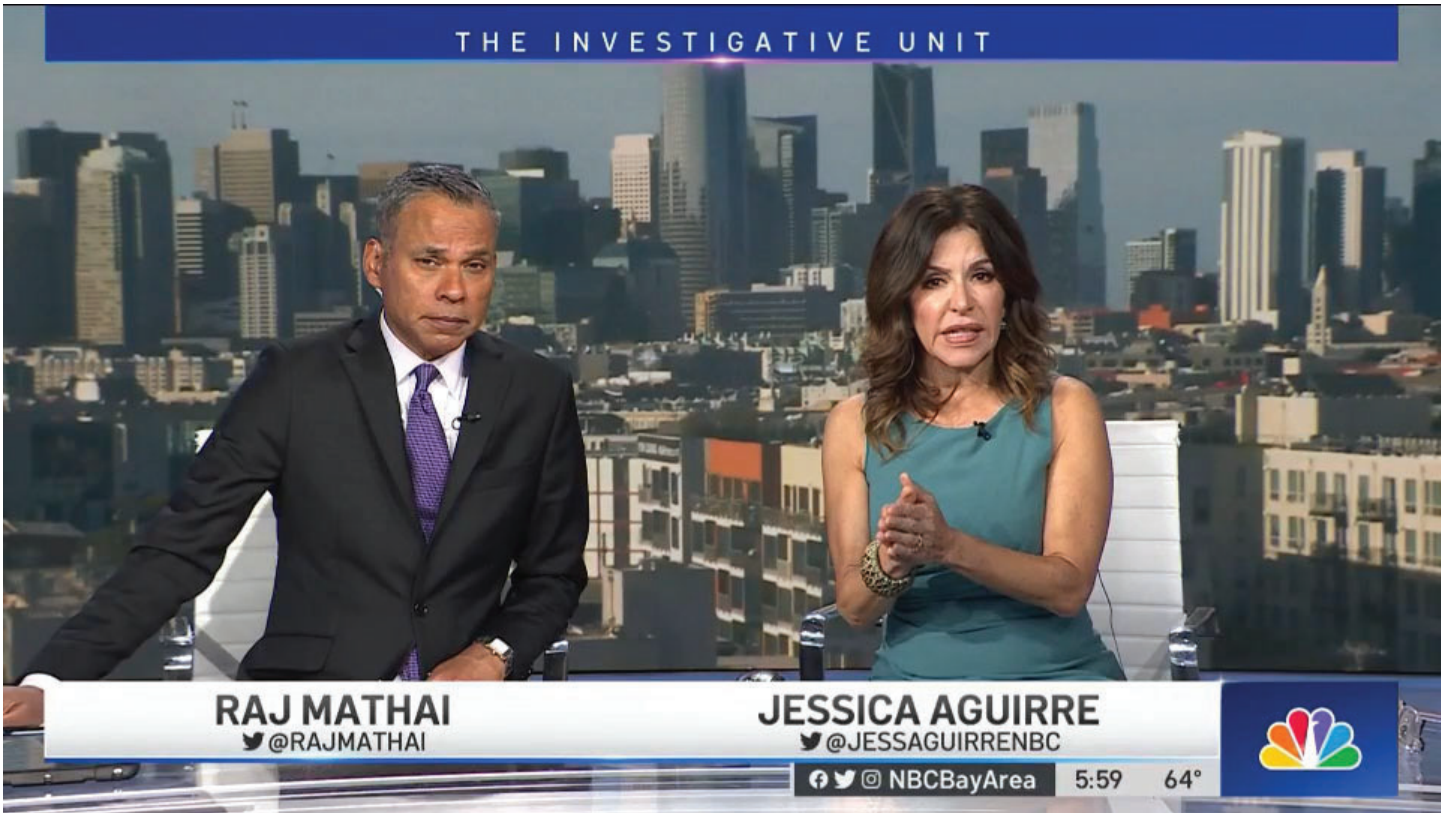
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OAKLAND DIOCESE

Diocese of Oakland Files for Bankruptcy in Wake of Hundreds of Sex Abuse Lawsuits

By Kiley Russell | Bay City News • Published May 8, 2023 • Updated on May 9, 2023 at 9:05 am



The Roman Catholic Bishop of Oakland filed for bankruptcy protection Monday in the face of 330 child sex abuse claims going back decades, church officials announced. Candice Nguyen reports.

The Roman Catholic Bishop of Oakland filed for bankruptcy protection Monday in the face of 330 child sex abuse claims going back decades, church officials announced.

The diocese filed for Chapter 11 bankruptcy in order to stave off individual lawsuits and consolidate the claims in a court-supervised process that will ultimately lead to settlements.

"After careful consideration of the various alternatives for providing just compensation to innocent people who were harmed, we believe this process is the best way to ensure a fair and equitable outcome for survivors," said Bishop Michael Barber.

"It will also allow RCBO to stabilize its finances and continue the sacred mission entrusted to us by Christ and the Church," Barber said in a news release Monday. "Given our current financial resources, RCBO could not shoulder the burden of litigating 330 cases filed under the recent California Assembly Bill 218."

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That law opened a three-year window allowing childhood sex abuse lawsuits to move forward despite statute of limitations rules that had prevented older claims.

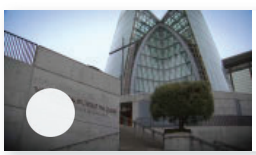
Church officials say most of the sex abuse claims it's facing involve allegations from 1960s, 1970s and 1980s by priests who are no longer active in the ministry or who have died.

In March, the diocese announced it was considering bankruptcy, just days after the Diocese of Santa Rosa filed for Chapter 11 for similar reasons.



MAR 16

Oakland Diocese Considers Filing for Bankruptcy



MAR 6

Oakland Cathedral Employee Arrested For Allegedly Possessing, Sharing Child Porn

Survivors' attorneys have criticized the tactic in part because it removes the cases from civil court, where victims are allowed to present evidence of alleged abuse.

Case: 23-04028 Doc# 191-13 Filed: 02/06/24 Entered: 02/06/24 13:25:44 Page 3 of 7

“The Diocese of Oakland's decision to declare bankruptcy is a calculated decision in hopes to silence and suppress survivors of abuse," said attorney Jeff Anderson, whose firm represents more than 75 people with claims against the diocese.

The bankruptcy process is more about finding a way for the diocese to stay afloat while meeting its potential financial obligations to survivors than it is about uncovering the facts behind their claims.

"It is, unfortunately, another stab at hiding information regarding perpetrators and the crimes committed by and through the church, as well as their assets and financial information, for the benefit of the church at the expense of those who have been seriously harmed as children," said attorney Jennifer Stein.

"Survivors, the parishioners of the Diocese of Oakland, and the public deserve to know the full truth," Stein said.

The filing won't impact the diocese's Catholic schools or the "mission and ministries" that serve roughly 550,000 parishioners in Alameda and Contra Costa counties, according to church officials.

To find out more information on the bankruptcy filing people can visit www.kccllc.net/RCBO.

2:19

Examining Oakland Diocese Filing for Bankruptcy

Investigative Reporter Candice Nguyen joins Raj Mathai to discuss the Oakland Diocese filing for bankruptcy.

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Posted August 20, 2010
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Courts - California 7 sue Diocese of Oakland over alleged sex abuse Church defrocked priest 3 years after he pled guilty to child molestation

By Juliana Barbassa

Associated Press Writer

OAKLAND, Calif. (AP) -- Six women and one man who alleged they were sexually abused by a Roman Catholic priest decades ago filed two separate lawsuits this week alleging the Diocese of Oakland was negligent in hiring the priest and failed to warn parents of potential abuse.

The lawsuits, filed in Alameda County Superior Court, call into question how the diocese handled the case of the Rev. Stephen Kiesle, a priest who pleaded no contest to misdemeanor child molestation in 1978.

After his criminal case, Kiesle asked the Vatican to laicize him in a petition that was supported by diocese officials.

The Associated Press in April obtained much of Kiesle's laicization file, including a letter that bears the signature of then-Cardinal Joseph Ratzinger, who is now Pope Benedict XVI. In the letter to diocese officials, Ratzinger said the arguments for removing Kiesle were of "grave significance," but added that such action required careful review and more time.

Jeff Anderson, an attorney representing the plaintiffs, said then-Oakland bishop John C. Cummins and other church officials knew there were multiple allegations of abuse against Kiesle, and did nothing to prevent the priest from continuing to access children.

"They chose to keep secret -- to not warn the parents of children, not tell police, not tell parishioners," said Anderson. "They were more concerned with saving face and protecting their reputation than with the well-being of these children."

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Mike Brown, spokesman for the diocese, said officials had not yet seen the lawsuits. He pointed out that after Kiesle pleaded no contest to the charges of abuse, the diocese did not allow him to function as a priest, offered him counseling, and eventually supported his laicization.

The Oakland diocese was among the earliest to develop programs to help those who came forward with charges of abuse, said Brown.

The lawsuits filed Wednesday do not name the Vatican as a defendant and address alleged abuse that happened, for the most part, before Kiesle's child molestation plea and subsequent petition to be defrocked.

One of the plaintiffs, Teresa Rosson, alleges that Kiesle molested her for years, starting in 1973 when she was 11. The lawsuit was filed because church officials had reason to believe Kiesle was a danger to children and did not stop him, the 48-year-old said.

"He could have been stopped in 1968, in 1973, in 1978, but it went on and on," she said with tears in her eyes, her voice breaking. "He continued his abuse with me and with others. I had no protection."

The Associated Press usually does not name alleged victims of sexual assault, but Rosson identified herself at a news conference Wednesday to announce the lawsuit.

Rosson's complaint seeks to circumvent a law limiting how long an alleged victim has to file a civil lawsuit. It cited a section of the state insurance code and applying it to sexual abuse injuries.

The code says when a defendant compensates or partially compensates an injured person, that defendant must name a deadline to file a lawsuit or the alleged victim will lose that right.

Plaintiff's attorneys in the current case say the insurance code applies because the church paid for the alleged victim to attend therapy sessions, but the archdiocese or its insurers never provided written notice involving a deadline.

Attorneys in Southern California recently filed similar lawsuits using the same legal theory, but a judge has yet to rule on its validity.

The diocese recommended removing Kiesle from the priesthood in 1981, the year Ratzinger was appointed to head the Vatican office that shared responsibility for disciplining abusive priests.

At the time, Kiesle had been sentenced to three years' probation after pleading no contest to misdemeanor charges of lewd conduct for tying up and molesting two young boys in a San Francisco Bay area church rectory. As his probation ended in 1981, the diocese submitted papers to Rome to defrock him.

Kiesle's bishop had warned that returning the priest to ministry would cause more of a scandal than stripping him of his priestly powers. Ratzinger replied four years later, saying he recognized the "grave significance" of the situation but suggested taking more time "for the good of the church" and cited Kiesle's young age. Kiesle was 38.

A number of priests left in the 1970s to marry and when John Paul assumed the papacy in 1978, he made it much harder for a priest to leave, particularly before age 40.

Kiesle's case came soon after those changes, and church officials have said that Ratzinger's letter needs to be viewed in that context. Vatican and diocese officials have denied that there was any cover-up by the Holy See in Kiesle's case.

New rules in 1980 also removed bishops' option of requesting laicizations of abusive priests without holding a church trial. Those rules were ultimately eased two decades later amid an explosion of abuse cases in the United States.

Kiesle was ultimately laicized on Feb. 13, 1987, though the documents do not indicate how or why. They also don't say what role -- if any -- Ratzinger had in the decision.

Associated Press Writer Gillian Flaccus in Los Angeles contributed to this report.

Published: Fri, Aug 20, 2010

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EXHIBIT 9

BishopAccountability.org

Abuse Claims Blame Church Officials
Response Ranges from Sympathy to Cynicism

By Brandon Bailey
Mercury News [California]
December 29, 2003

For more than 40 years, the man said, he struggled with the emotional aftermath of being sexually abused by an uncle who was a respected Roman Catholic priest. Then he read that a dozen younger men came forward last year to accuse the same priest of molesting them.

The priest's nephew said he felt both sadness and admiration for those who had the courage to reveal their secret pain. "We're now getting together and we're talking," he said. "We're finding some relief and comfort in doing that."

They are doing more than talking: This month, the 57-year-old nephew filed a lawsuit seeking damages and alleging that his mother told church authorities in 1959 that the Rev. Joseph Pritchard had molested her son -- nearly two decades before the priest allegedly abused dozens more children at St. Martin of Tours parish in San Jose.

In the past 12 months, attorneys said, about 100 men and women have filed lawsuits that lay the blame for childhood sexual abuse -- by Pritchard and other priests -- squarely at the feet of Catholic church officials in San Jose, Oakland and San Francisco.

Hundreds more claims have been filed around the state, under a California law that temporarily extended the right of molestation victims to seek damages from institutions that failed to protect them despite having "reason to know" an employee was a molester. The extension ends Wednesday.

The response from church officials has ranged from sympathy to cynicism. While some church leaders say they support efforts to close old wounds, an official at the Archdiocese of San Francisco suggested the law was simply a "full employment act" for attorneys hoping to cash in on the clergy sex-abuse scandal that swept the nation in 2002.

Settlements reached

Already this year, several lawsuits have led to financial settlements by Catholic institutions and their insurance carriers, including two in the East Bay and one in San Francisco for $1 million apiece.

Church officials say they can't predict the financial impact from the scores of additional pending cases. In some cases, they are feuding with insurance companies over who should pay. Still, they have downplayed comparisons to the Archdiocese of Boston, where officials mortgaged a cathedral to help pay a $90 million settlement with abuse victims.

As the claims move through the legal system, they are shedding new light on the stories of a handful of abusive priests and the institutions that employed them, and of those who say they suffered for years after being molested.

"All these Catholic kids who were molested in the church -- they grew up thinking they were the only ones," said Terrie Light, coordinator of a victims' support group. "This is helping to allow the truth of what happened to come out."

In the East Bay, for example, victims' attorneys have obtained records from 1975 that show then-Bishop Floyd Begin of Oakland met with parishioners who complained that the Rev. Robert Ponciroli touched their sons' genitals.

Ponciroli was eventually reassigned to other parishes in Alameda and Contra Costa counties -- where he was later accused of molesting several other boys before he was removed from ministry in 1995.

Hayward attorney Richard Simons contends the Oakland diocese repeatedly ignored warnings about abusive priests. Church representatives say complaints about abuse are handled much differently today.

"One thing to keep in mind when you are talking about these cases -- you're not talking about stuff that happened in the last 15 years," said Stephen McFeely, an attorney for the Oakland diocese.

Many recent lawsuits were brought by adults who were molested as children in the 1960s and 1970s. They have come forward now because the Legislature created a one-year exemption to a statute of limitations that usually requires such victims to sue before their 26th birthday.

Victims' advocates say it can take decades for people who were molested to confront what happened -- often after years of depression, anger, addictions and troubled relationships.

Without disputing that some abuse occurred, church attorney Paul Gaspari noted that many of the lawsuits "are concentrated on a few alleged perpetrators," who are not the majority of priests.

In the Pritchard case, 20 men and one woman have joined lawsuits alleging the San Jose priest molested them in the late 1970s when he was pastor at St. Martin of Tours parish. Pritchard died in 1988. The suits are filed against the Diocese of San Jose and the Archdiocese of San Francisco, which supervised San Jose parishes until 1981.

As in Oakland, victims suspect church officials ignored warnings about Pritchard.

"Every day, you just become more convinced that this whole thing could have been prevented," said John Salberg, a former student at the St. Martin parish school.

The allegations by Pritchard's nephew may bolster that argument, although parts are difficult to confirm.

Details of lawsuit

The nephew's lawsuit says he remembers at least two incidents in the late 1950s when the priest forced the boy to masturbate him. The boy was about 10, and Pritchard, in his early 30s, was teaching at a Catholic high school in San Mateo.

The abuse stopped in 1959, the nephew said, when he refused his uncle's invitation to spend the night in the priest's quarters and his mother asked why he was so upset. The nephew said he told his mother what happened, and she then questioned another son who described similar abuse.

"I remember she started crying. She was so shocked," said the man, who spoke on condition his name would not be printed. "She went the next day to Serra High School and told the principal that `One of your priests has molested two of my sons.' "

The man's parents and the principal are long dead. Attorneys say they have no record of the mother's complaint.

"I've seen no evidence to suggest that anyone at Serra knew or had any suspicions of any problems with Father Pritchard," Gaspari said. "He was there for 14 or 15 years and had what appears to be an exemplary career."

But attorney Michael Zimmer, who represents the nephew, contends the mother was "brushed off." Zimmer said he suspects Pritchard had earlier victims; he is hoping others will come forward.

Attorneys have gleaned other details about Pritchard.

The parents of one St. Martin student said they wrote a letter complaining about Pritchard molesting their son in the late 1970s. While church officials say they have no record of that, attorneys say they have learned Pritchard spent time at a Midwestern treatment center after he left St. Martin's in 1979.

Church officials said Pritchard went there because of a drinking problem, according to Robert Tobin, an attorney for several St. Martin victims. Tobin and others say it was not unusual in those days for church leaders to cite alcoholism as a cover for pedophilia.

Most of the St. Martin lawsuits have been filed by two groups of lawyers who are becoming known for suing the church in such cases.

Eleven former St. Martin students are represented by Simons and Larry and David Drivon of Stockton.

Another 10 former students are represented by Tobin and attorneys Jean Starcevich and Robert L. Mezzetti II.

Despite the financial toll of past settlements, the head of the Jesuit order in California said he tries to focus on the victims, not the lawsuits.

"People were hurt," said the Rev. Thomas Smolich. "I hope this is good for people, to come forward. It's important to have that process of healing and moving on."

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EXHIBIT 10

NEWS

Letter shows Pope Benedict blocked priest's defrocking in 1985

By THE SUN | thesun@dfmdev.com |
April 9, 2010 at 12:00 a.m.

LOS ANGELES – The future Pope Benedict XVI resisted pleas to defrock a California priest with a record of sexually molesting children, citing concerns including "the good of the universal church," according to a 1985 letter bearing his signature.

The correspondence, obtained by The Associated Press, is the strongest challenge yet to the Vatican's insistence that Benedict played no role in blocking the removal of pedophile priests during his years as head of the Catholic Church's doctrinal watchdog office.

The letter, signed by then-Cardinal Joseph Ratzinger, was typed in Latin and is part of years of correspondence between the diocese of Oakland and the Vatican about the proposed defrocking of the Rev. Stephen Kiesle, who pleaded no contest to misdemeanors involving child molestation in 1978.

The Vatican confirmed Friday that it was Ratzinger's signature and said it was a typical form letter used in laicization cases. Attorney Jeffrey Lena said the matter proceeded "expeditiously, not by modern standards, but by those standards at the time," and that the bishop was to guard against further abuse.

Another spokesman, the Rev. Ciro Benedettini, said the letter showed no attempt at a cover-up. "The then-Cardinal Ratzinger didn't cover up the case, but as the letter clearly shows, made clear the need to study the case with more attention, taking into account the good of all involved."

The diocese recommended removing Kiesle (KEEZ'-lee) from the priesthood in 1981, the year Ratzinger was appointed to head the Vatican office that shared responsibility for disciplining abusive priests.

The case then languished for four years at the Vatican before Ratzinger finally wrote to Oakland Bishop John Cummins. It was two more years before Kiesle was removed; during that time he continued to do volunteer work with children through the church.

In the November 1985 letter, Ratzinger says the arguments for removing Kiesle were of "grave significance" but added that such actions required very careful review and more time. He also urged the bishop to provide Kiesle with "as much paternal care as possible" while awaiting the decision, according to a translation for AP by Professor Thomas Habinek, chairman of the University of Southern California Classics Department.

Lena, the Vatican attorney, said "paternal care" was a way of telling the bishop he was responsible for keeping Kiesle out of trouble. Lena said Kiesle was not accused of any child abuse in the 5 years it took for the Vatican to act on the laicization.

The future pope also noted that any decision to defrock Kiesle must take into account the "good of the universal church" and the "detriment that granting the dispensation can provoke within the community of Christ's faithful, particularly considering the young age." Kiesle was 28 at the time.

Cummins, his bishop, told the Vatican that the priest took a leave of absence and met with a therapist and his probation officer during the three years. It's not clear from the file where Kiesle lived during those years, but Cummins mentions temporary assignments in neighboring dioceses that never worked out.

As his probation ended in 1981, Kiesle asked to leave the priesthood and the diocese submitted papers to Rome to defrock him.

In his earliest letter to Ratzinger, Cummins warned that returning Kiesle to ministry would cause more of a scandal than stripping him of his priestly powers.

"It is my conviction that there would be no scandal if this petition were granted and that as a matter of fact, given the nature of the case, there might be greater scandal to the community if Father Kiesle were allowed to return to the active ministry," Cummins wrote in 1982.

While papers obtained by the AP include only one letter with Ratzinger's signature, correspondence and internal memos from the diocese refer to a letter dated Nov. 17, 1981, from the then-cardinal to the bishop. Ratzinger was appointed to head the Vatican's Congregation for the Doctrine of the Faith a week later.

California church officials wrote to Ratzinger at least three times to check on the status of Kiesle's case and Cummins discussed the case with officials during a Vatican visit, according to correspondence. At one point, a Vatican official wrote to say the file may have been lost and suggested resubmitting materials.

Diocese officials considered writing Ratzinger again after they received his 1985 response to impress upon him that leaving Kiesle in the ministry would harm the church, Rev. George Mockel wrote in a memo to the Oakland bishop.

"My own reading of this letter is that basically they are going to sit on it until Steve gets quite a bit older," the memo said. "Despite his young age, the particular and unique circumstances of this case would seem to make it a greater scandal if he were not laicized."

As Kiesle's fate was being weighed in Rome, the priest returned to suburban Pinole to volunteer as a youth minister at St. Joseph Church, where he had been associate pastor from 1972-75.

Kiesle was ultimately laicized on Feb. 13, 1987, though the documents do not indicate how or why. They also don't say what role – if any – Ratzinger had in the decision.

Kiesle continued to volunteer with children, according to Maurine Behrend, who worked in the Oakland diocese's youth ministry office in the 1980s. After learning of his history, Behrend complained to church officials. When nothing was done she wrote a letter, which she showed to the AP.

"Obviously nothing has been done after EIGHT months of repeated notifications," she wrote. "How are we supposed to have confidence in the system when nothing is done? A simple phone call to the pastor from the bishop is all it would take."

She eventually confronted Cummins at a confirmation and Kiesle was gone a short time later, Behrend said.

Kiesle, who married after leaving the priesthood, was arrested and charged in 2002 with 13 counts of child molestation from the 1970s. All but two were thrown out after the U.S. Supreme Court struck down as unconstitutional a California law extending the statute of limitations.

He pleaded no contest in 2004 to a felony for molesting a young girl in his Truckee home in 1995 and was sentenced to six years in state prison.

Kiesle, now 63 and a registered sex offender, lives in a Walnut Creek gated community, according to his address listed on the Megan's Law sex registry. An AP reporter was turned away when attempting to reach him for comment.

William Gagen, an attorney who represented Kiesle in 2002, did not return a call for comment.

More than a half-dozen victims reached a settlement in 2005 with the Oakland diocese alleging Kiesle had molested them as young children.

"He admitted molesting many children and bragged that he was the Pied Piper and said he tried to molest every child that sat

Cummins, 82 and now retired, initially told the AP he did not recall writing to Ratzinger about Kiesle, but he remembered when shown the letter with his signature on Friday. He said things had changed over the past quarter-century.

"When he (Ratzinger) took over I think he was following what was the practice of the time, that Pope John Paul was slowing these things down. You didn't just walk out of the priesthood then," Cummins said.

"These things were slow and their idea of thoroughness was a little more than ours. We were in a situation that was hands-on, with personal reaction."

Documents obtained by the AP last week revealed similar instances of Vatican stalling in cases involving two Arizona clergy.

In one case, the future pope took over the abuse case of the Rev. Michael Teta of Tucson, Ariz., then let it languish at the Vatican for years despite repeated pleas from the bishop for the man to be removed from the priesthood.

In the second, the bishop called Msgr. Robert Trupia a "major risk factor" in a letter to Ratzinger. There is no indication in those files that Ratzinger responded.

The Vatican has called the accusations "absolutely groundless" and said the facts were being misrepresented.

—

Associated Press writers Brooke Donald in Oakland, Eric Gorski in Denver, John Mone in San Diego, Raquel Maria Dillon in Los Angeles and Victor L. Simpson in Rome contributed to this report.

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EXHIBIT 11

BishopAccountability.org

Ex-Priest Pleads Guilty to Sex Charge
Sentencing Next Month in Fremont Case

By Yomi S. Wronge
San Jose Mercury News
December 7, 2002

A former Fremont priest accused of molesting a teenage boy more than 20 years ago pleaded guilty Friday to one felony count of committing a sexual act with a minor.

Robert E. Freitas, 57, who was a priest at Santa Paula Church, must serve either six months in jail, wear an electronic monitoring device or be placed in a work furlough program. In addition he will receive five years' probation, submit to an HIV test and register wherever he lives as a sex offender, prosecutor Kevin Murphy said.

Freitas' attorney, William Gagen, said he believes it's likely that Freitas will be monitored via electronic device rather than serve jail time. The decision will probably be decided at Freitas' Jan. 22 sentencing hearing. Gagen also negotiated that no other criminal charges stemming from this investigation be brought against his client.

Murphy had said he was talking with two other possible victims of Freitas, all dating back at least 20 years.

Furthermore, Gagen reserved his client's right to appeal to have his conviction overturned in the event the U.S. Supreme Court rules that a recent California law is found unconstitutional. That law, which was used to prosecute Freitas, allows the statute of limitations to be abolished for certain crimes.

Standing before Alameda County Superior Court Judge Dennis McLaughlin, dressed in suit and tie, a sober-looking Freitas spoke clearly when asked his plea.

"Guilty, your honor," Freitas said, eliciting a low, collective sigh from the victim's family sitting three rows back.

Freitas showed no emotion when Murphy stated for the record how the former priest had engaged in oral sex with a 15-year-old boy between Nov. 1 and Dec. 31, 1979.

His victim, Mark Bogdanowicz, buried his face in his hands and took deep breaths while listening to the proceedings. Outside the courtroom, the 38-year-old man, now living with HIV, wept in his mother's arms.

'It's over, it's over," the mother and son said in unison, holding and rocking each other.

Speaking by phone later that day, Bogdanowicz said he was pleased with the outcome and is ready to put the ordeal behind him.

"I want to go and get some therapy and just move on with my life," he said.

Bogdanowicz came forward in March when he learned that Freitas was ministering at the Sisters of the Holy Family Motherhouse in Fremont, where his mother volunteers. Freitas was arrested April 8 after a monthlong investigation by Fremont police.

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On Friday, Bogdanowicz said he wanted to thank detective Theresa Martinez for cracking the case that eventually led to the arrest of another former Fremont priest, Stephen Kiesle, charged with molesting multiple victims.

Bogdanowicz has filed a civil lawsuit against the Oakland Diocese for allowing Freitas to remain in the ministry in the 1970s, even after it was known that he was a pedophile.

"No one should be treated the way I was," he said.

Through the diocese, Freitas received intensive therapy for sexual improprieties with two young boys between 1979 and 1983. One of those cases was settled out of court for $50,000, according to the diocese. The other victim decided not to pursue legal action. No criminal charges were filed.

Contact Yomi S. Wronge at ywronge@sjmercury.com

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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.	Chapter 11 Case No. 23-40523-WJL Adv. Pro. No. 23-04028-WJL **UNITED STATE FIRE INSURANCE COMPANY'S JOINDER IN MOTION TO WITHDRAW REFERENCE**
THE ROMAN CATHOLIC BISHOP OF OAKLAND, Plaintiff, v. PACIFIC INDEMNITY, a Delaware corporation; et. al. Defendants.	

Defendant United States Fire Insurance Company ("U.S. Fire") joins in the Motion to Withdraw Reference filed by Pacific Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company, Westchester Fire Insurance Company, Westport Insurance Corporation, formerly known as Employers Reinsurance Corporation, Travelers Insurance Company and California Insurance Guarantee Association at Docket Entry 188 on the bases set forth herein, and states separately as follows.

Various insurer defendants previously notified the Court of their intention to move to withdraw the reference. U.S. Fire contends that the Court should dispose of this matter based on the currently pending Motions to Dismiss. Nonetheless, the main coverage issue with respect to U.S. Fire, an alleged excess-only insurer, is whether any policy exists at all. Non-core state law questions for which disputed factual issues predominate that cannot be decided on motion require a jury. The "alleged policy" issue is just such a non-core issue. "[W]here, as here, non-core claims completely overwhelm claims that can be finally adjudicated in Bankruptcy Court, the matter is more likely to eventually come before [the District] Court and efficiency is best served by having the matter heard in the correct forum ***at the earliest possible opportunity."*** *In re Cachet Financial Servs.*, 2023 WL 4752048, *6 (C.D. Cal. July 24, 2023) (quoting *Everett v. Art Brand Studios, LLC*, 556 B.R. 437, 445 (N.D. Cal. 2016)) (emphasis added).[1] Therefore, for all of the reasons set forth in the pending Motion to Withdraw the Reference, withdrawal of the reference is equally appropriate with respect to U.S. Fire in the event that the Motion to Dismiss is not granted.

[1] Pursuant to United States Bankruptcy Court, Northern District of California Local Bankruptcy Rule 7012-1, U.S. Fire respectfully represents that it does not consent to the entry of a final order or judgment by the Bankruptcy Court and asserts its right to trial by jury on all issues. This filing does not constitute a waiver of any of U.S. Fire's rights, including the right to *de novo* review by a Federal district court (or, as applicable, appellate court) of any non-core rulings and/or the right to trial by jury in any proceeding as to any and all matters so triable.

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Dated: February 2, 2024

KENNEDYS CMK LLP

BY: _*/s/ Travis Wall*_____

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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.	CHAPTER 11 CASE NO: 23-40523 WJL HON. WILLIAM J. LAFFERTY **COMPLAINT FOR BREACH OF CONTRACT AND DECLARATORY JUDGMENT RELIEF**
THE ROMAN CATHOLIC BISHOP OF OAKLAND, PLAINTIFF, V. PACIFIC INDEMNITY, a Delaware corporation; INSURANCE COMPANY OF AMERICA, a Delaware corporation; AETNA INSURANCE COMPANY, a Delaware corporation; TRAVELERS INSURANCE COMPANY, a Delaware corporation; CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO SYNDICATES 2623 (AFB) AND 623 (AFB), a foreign organization; INSURANCE	ADVERSARY CASE NO.

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COMPANY OF NORTH AMERICA, a Delaware corporation; ACE LIMITED, a foreign organization; UNITED STATES FIRE INSURANCE, a Delaware corporation; EMPLOYERS REINSURANCE, a Delaware corporation; CNA INSURANCE COMPANY, a Delaware corporation; PACIFIC EMPLOYERS INSURANCE, a Delaware corporation; WESTCHESTER FIRE INSURANCE COMPANY, a Pennsylvania corporation; and the CALIFORNIA INSURANCE GUARANTEE ASSOCIATION, a state entity,

DEFENDANTS.

Plaintiff THE ROMAN CATHOLIC BISHOP OF OAKLAND, plaintiff in the above-captioned action, for its Complaint for Breach of Contract and Declaratory Judgment Relief against Defendants PACIFIC INDEMNITY, a Delaware corporation; INSURANCE COMPANY OF AMERICA, a Delaware corporation; AETNA INSURANCE COMPANY, a Delaware corporation; TRAVELERS INSURANCE COMPANY, a Delaware corporation; CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO SYNDICATES 2623 (AFB) AND 623 (AFB), a foreign organization; INSURANCE COMPANY OF NORTH AMERICA, a Delaware corporation; ACE LIMITED, foreign organization; UNITED STATES FIRE INSURANCE, a Delaware corporation; EMPLOYERS REINSURANCE, a Delaware corporation; CNA INSURANCE COMPANY, a Delaware corporation; PACIFIC EMPLOYERS INSURANCE, a Delaware corporation; WESTCHESTER FIRE INSURANCE COMPANY, a Pennsylvania corporation; and the CALIFORNIA INSURANCE GUARANTEE ASSOCIATION, a state entity (collectively, the "Defendants"), alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this adversary proceeding pursuant to sections 157 and 1334 of title 28 of the United States Code ("Title 28").

2. This proceeding is a core proceeding pursuant to sections 157(b) of Title 28.

3. Venue in this Court is proper pursuant to sections 1408 and 1409 of Title 28.

NATURE OF THE ACTION

4. This is an action for breach of contract and declaratory judgment.

THE PARTIES

5. Plaintiff THE ROMAN CATHOLIC BISHOP OF OAKLAND ("RCBO" or the "Debtor") is a California corporation sole with its principal place of business in Oakland, California.

6. Defendant PACIFIC INDEMNITY (Chubb) is, on information and belief, a Delaware corporation which conducted business in this District and issued written primary policies of insurance to RCBO under Policy No. LAC127792 for the period March 12, 1962 to October 25, 1963 and Policy No. LAC 155598 for the period October 25, 1963 to October 25, 1966 (herein "PACIFIC").

7. Defendant INSURANCE COMPANY OF AMERICA is, on information and belief, a Delaware corporation which conducted business in this District and issued written primary policies of

insurance to RCBO under Policy No. CP 25231 for the period October 25, 1966 to October 25, 1969 and Policy No. CP267867 for the period October 25, 1969 to October 26, 1970 (herein "ICA").

8. Defendant AETNA INSURANCE COMPANY is, on information and belief, a Delaware corporation which conducted business in this District (herein "AETNA").

9. Defendant TRAVELERS INSURANCE COMPANY is, on information and belief, a Delaware corporation which conducted business in this District (herein "TRAVELERS"). On information and belief RCBO alleges that TRAVELERS acquired AETNA and assumed all obligations under written policies of insurance issued by AETNA. AETNA/TRAVELERS issued written primary policies of insurance to RCBO under Policy No. 05 AL 802025 CMA for the period December 1, 1975 to December 1, 1978; Policy No. 05 SM90296 FCA for the period December 1, 1978 to December 1, 1979; Policy No. 05 SM 99094 FCA for the period December 1, 1979 to December 1, 1980; and Policy No. 05 SM 107459 FCA for the period December 1, 1980 to December 1, 1981 (herein "AETNA/TRAVELERS").

10. On information and belief, Commercial Union/Armour Insurance Company issued written policies of insurance to RCBO under Policy No. EF 9334-001 for the policy period October 25, 1970 to October 26, 1972; Policy No. EF 9334-003 for the policy period October 26, 1972 to October 26, 1973; and Policy No. EF 9334-008 for the policy period October 26, 1973 to December 1, 1975. Commercial Union/Armour Insurance accepted the defense of some of the underlying cases but then reported that they had become insolvent. RCBO is informed and believes and thereon alleges that defendant, the CALIFORNIA INSURANCE GUARANTEE ASSOCIATION ("CIGA"), assumed the responsibilities of Commercial Union/Armour Insurance regarding the above-identified policies.

11. PACIFIC, ICA, CIGA and AETNA/TRAVELERS will collectively be referred to herein as the "PRIMARY INSURER DEFENDANTS."

12. Defendant CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO SYNDICATES 2623 (AFB) AND 623 (AFB) is, on information and belief, a foreign organization which conducted business in this District. On information and belief RCBO alleges that CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO SYNDICATES 2623 (AFB) AND 623 (AFB) issued written excess policies of insurance to RCBO under Policy No. CU 1001 for the

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period March 12, 1962 to October 25, 1963 and Policy No. K 78138 for the period October 25, 1963 to October 25, 1966 (herein "LLOYD'S UNDERWRITERS").

13. Defendant INSURANCE COMPANY OF NORTH AMERICA (herein "INA") is, on information and belief, a Delaware corporation which conducted business in this District. On information and belief, RCBO alleges that ACE LIMITED acquired INA and assumed all obligations under written policies of insurance issued by INA. INA/ACE issued a written excess policy of insurance to RCBO under Policy No. XBC 24312 for the period October 25, 1966 to October 25, 1970 (herein "INA/ACE").

14. Defendant UNITED STATES FIRE INSURANCE is, on information and belief, a Delaware corporation which conducted business in this District. On information and belief, RCBO alleges that UNITED STATES FIRE INSURANCE issued a written policy of excess insurance to RCBO under Policy No. DCL 53 9820 for the period October 25, 1970 to October 25, 1971 (herein "US FIRE").

15. Defendant EMPLOYERS REINSURANCE is, on information and belief, a Delaware corporation which conducted business in this District. On information and belief, RCBO alleges that EMPLOYERS REINSURANCE issued a written policy of excess insurance to RCBO under Policy No. U10255 for the period October 26, 1971 to October 26, 1974 (herein "EMPLOYERS RE").

16. Defendant CNA INSURANCE COMPANY is, on information and belief, a Delaware corporation which conducted business in this District. On information and belief, RCBO alleges that CNA INSURANCE COMPANY issued written policies of excess insurance to RCBO under Policy No. RDU 146 74 50 for the period October 26, 1974 to December 1, 1977 and Policy No. UMB 006 46 71 53 for the period December 1, 1977 to December 1, 1980 (herein "CNA").

17. On information and belief, Industrial Indemnity issued a written policy of excess insurance to RCBO under Policy No. JU 8312510 for the period December 1, 1980 to December 1, 1981, and WESTCHESTER FIRE INSURANCE COMPANY assumed all the obligations under said policy (herein "WESTCHESTER").

18. LLOYD'S UNDERWRITERS, INA/ACE, US FIRE, EMPLOYERS RE, CNA, and WESTCHESTER will collectively be referred to herein as the "EXCESS INSURER DEFENDANTS."

19. Defendant LLOYD'S UNDERWRITERS is, on information and belief, a foreign organization which conducted business in this District. On information and belief RCBO alleges that LLOYD'S UNDERWRITERS issued written umbrella policies of insurance to RCBO under Policy No. K 66034 for the period March 12, 1962 to October 25, 1963 and Policy No. CU 3061 for the period October 25, 1963 to October 25, 1966 (herein "LLOYD'S UMBRELLA UNDERWRITERS").

20. Defendant EMPLOYERS RE is, on information and belief, a Delaware corporation which conducted business in this District. On information and belief RCBO alleges that EMPLOYERS RE issued a written umbrella policy of insurance to RCBO under Policy No. PLE20430 for the period October 16, 1974 to October 16, 1977 (herein "EMPLOYERS RE UMBRELLA").

21. Defendants AETNA/TRAVELERS are, on information and belief, Delaware corporations which conducted business in this District. On information and belief RCBO alleges that AETNA/TRAVELERS issued written umbrella polices of insurance to RCBO under Policy No. 05 XN 55 WCA for the period December 1, 1978 to December 1, 1981 and Policy No. 005 FF 1390 BCA for the period December 1, 1981 to December 1, 1987 (herein "AETNA/TRAVELERS UMBRELLA").

22. Defendant PACIFIC EMPLOYERS INSURANCE is, on information and belief, a Delaware corporation which conducted business in this District. On information and belief RCBO alleges that PACIFIC EMPLOYERS INSURANCE issued a written umbrella policy of insurance to RCBO under Policy No. XCC 01 2405 for the period March 13, 1985 to December 1, 1985 (herein "PACIFIC EMPLOYERS UMBRELLA").

23. LLOYD'S UMBRELLA UNDERWRITERS, EMPLOYERS RE UMBRELLA, AETNA/TRAVELERS UMBRELLA, and PACIFIC EMPLOYERS UMBRELLA will collectively be referred to herein as the "UMBRELLA INSURER DEFENDANTS."

FACTUAL BACKGROUND

24. On May 8, 2023 (the "Petition Date"), the Debtor caused its attorneys to file a voluntary petition for chapter 11 bankruptcy relief under the Bankruptcy Code. The Debtor continues to operate its ministry and manage its properties as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Chapter 11 Case.

25. On May 23, 2023, the Office of the United States Trustee for Region 17 (the "US

Trustee") appointed an official Committee of Unsecured Creditors (the "Committee") in this Chapter 11 Case.

26. The Debtor is a corporation sole organized under the laws of the State of California. The Debtor conducts its civil affairs under the laws of the State of California and the United States of America and in accordance with the Code of Canon Law, the ecclesiastical law of the Roman Catholic Church. Additional information regarding the Debtor, its mission, ministries, and operations, and the events and circumstances preceding the Petition Date, is set forth in the *Declaration of Charles Moore, Managing Director of Alvarez & Marsal North America, LLC, Proposed Restructuring Advisor to the Roman Catholic Bishop of Oakland, in Support of Chapter 11 Petition and First Day Pleadings* [Docket No. 19] (the "First Day Declaration").

27. RCBO has been named in more than 300 complaints primarily filed in the Alameda Superior Court seeking recovery for alleged negligent supervision and hiring of certain clerical and ministerial personnel over a period of decades. These suits have been filed as a result of California's passing of AB 218, which extended the statute of limitations for the filing of similar civil suits. A true and correct list of the pending suits of which RCBO has received notice or service from the courts in which they were filed as of the date of this complaint is attached as Exhibit "A" (the "Suits").

28. Although section 362 of the Bankruptcy Code provides for an automatic stay of the Suits and of additional lawsuits against the Debtor, RCBO is informed, and believes, that additional suits may be filed and/or served after the filing of this proceeding and RCBO will update the list to reflect all such cases as appropriate.

29. RCBO has maintained insurance coverage through a series of primary, excess and umbrella insurers from the early 1960's through the present time as alleged above.

30. RCBO has tendered through its broker both RCBO's defense and indemnity of the Suits under all applicable insurance policies to the associated Defendants that issued those policies and were not insolvent.

31. The PRIMARY INSURER DEFENDANTS received the tender on behalf of RCBO but have improperly denied or failed to confirm coverage and/or provide defense and/or indemnity to RCBO in the Suits.

32. The EXCESS INSURER DEFENDANTS received the tender on behalf of RCBO but have improperly denied or failed to confirm coverage (including, without limitation, failure to provide both defense and/or indemnity) including failure to recognize the exhaustion of underlying insurance through payment, liquidation or other means thereby requiring the excess insurance to drop down and provide defense and indemnity to RCBO for the Suits.

33. The UMBRELLA INSURER DEFENDANTS received the tender on behalf of RCBO but have improperly denied or failed to confirm coverage (including, without limitation, failure to provide both defense and/or indemnity) including failure to recognize the exhaustion of underlying primary and excess insurance through payment, liquidation or other means thereby requiring the umbrella insurance to drop down and provide defense and indemnity to RCBO for the Suits.

34. As a result of the conduct of the PRIMARY INSURER DEFENDANTS, EXCESS INSURER DEFENDANTS and UMBRELLA INSURER DEFENDANTS, RCBO has been harmed in that it has not been provided with the benefits of the insurance it purchased, having complied with all requirements thereunder. RCBO has been forced to defend itself against the Suits without being provided with the appropriate required defense and indemnity that was to be provided by the PRIMARY INSURER DEFENDANTS, EXCESS INSURER DEFENDANTS and UMBRELLA INSURER DEFENDANTS through their respective policies of insurance. Consequently, an actual and justiciable controversy exists between the parties of sufficient immediacy and reality to warrant issuance of a declaratory judgment.

FIRST CAUSE OF ACTION

(Declaratory Relief)

35. RCBO realleges and incorporates herein paragraphs 1 through 34 of this complaint as if said paragraphs were set forth in full.

36. An actual and justiciable controversy has arisen and now exists between the parties with respect to whether the Defendants, and each of them, are obligated to provide RCBO with defense and indemnity under their respective insurance policies regarding the Suits.

37. RCBO has fully performed under the Defendants' respective insurance policies.

38. The PRIMARY INSURER DEFENDANTS have received tenders on behalf of RCBO

regarding the Suits but have improperly denied and/or have failed to confirm coverage for the Suits and have further failed to provide RCBO with either defense and/or indemnity regarding the Suits as required under the respective policies.

39. The EXCESS INSURER DEFENDANTS have received tenders on behalf of RCBO regarding the Suits but have improperly denied and/or have failed to confirm coverage for the Suits and have further failed to confirm that any underlying insurance has been exhausted whether by payment, liquidation or otherwise and contrary to the coverages promised to RCBO and thus have failed to provide RCBO with either defense and/or indemnity regarding the Suits as required under the respective policies.

40. The UMBRELLA INSURER DEFENDANTS have received tenders on behalf of RCBO regarding the Suits but have improperly denied and/or have failed to confirm coverage for the Suits and have further failed to confirm that any underlying insurance has been exhausted whether by payment, liquidation or otherwise and contrary to the coverages promised to RCBO and thus have failed to provide RCBO with either defense and/or indemnity regarding the Suits as required under the respective policies.

41. In the meantime, the Suits are pending, resulting in loss and damages to RCBO including, without limitation, defense fees and costs and indemnity funds (whether via judgment or settlement or other means).

42. RCBO is entitled to a judgment declaring that the Defendants have issued insurance policies to RCBO and that RCBO is entitled to both defense and indemnity regarding Suits under the respective policies of insurance issued by the Defendants including, without limitation, a declaration of exhaustion as to certain underlying policies and the requirement that the EXCESS INSURER DEFENDANTS and/or UMBRELLA INSURER DEFENDANTS drop down to provide defense and indemnity to RCBO regarding the Suits.

SECOND CAUSE OF ACTION

(Breach of Contract)

43. RCBO realleges and incorporates herein paragraphs 1 through 42 of this complaint as if said paragraphs were set forth in full.

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44. The Defendants' failure to provide defense and indemnity to RCBO regarding the Suits is contrary to the coverages and benefits promised RCBO under the respective policies and constitutes a breach of those policies.

45. As a result of the Defendants' breaches of their respective insurance policies, RCBO has incurred significant fees and costs in defending itself in the Suits and has not been provided with the required coverage for indemnity (including any settlement amounts), all to the injury and damage of RCBO.

46. RCBO has fully performed under the Defendants' respective insurance policies and the Defendants, and each of them, are not excused from performance.

47. As a direct and proximate result of the Defendants' breaches, RCBO has been damaged according to proof at trial.

PRAYER FOR RELIEF

WHEREFORE, RCBO prays for relief as follows:

a. For a declaration in RCBO's favor as to the obligation of the Defendants, and each of them, that the Defendants issued effective policies of insurance to RCBO and a further declaration that the Defendants were obligated to provide defense and indemnity to RCBO regarding the claims made in the Suits;

b. For an award in RCBO's favor as a result of the Defendants' breach of their respective policies;

c. For an order awarding RCBO its costs, expenses, and reasonable attorneys' fees as provided by law; and

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

DATED: JUNE 22, 2023

FOLEY & LARDNER LLP
Eileen R. Ridley
Ann Marie Uetz
Thomas F. Carlucci
Matthew D. Lee

/S/ Thomas F. Carlucci
THOMAS F. CARLUCCI

COUNSEL FOR THE DEBTOR
THE ROMAN CATHOLIC BISHOP OF OAKLAND

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EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
RG19041044	Superior Court of California, County of Alameda
RG19041044	Superior Court of California, County of Alameda
21CV000055	Superior Court of California, County of Alameda
HG20053989	Superior Court of California, County of Alameda
HG20053983	Superior Court of California, County of Alameda
RG20055438	Superior Court of California, County of Alameda
RG20075233	Superior Court of California, County of Alameda
RG20075233	Superior Court of California, County of Alameda
22CV004880	Superior Court of California, County of Alameda
RG20056654	Superior Court of California, County of Alameda
RG20078903	Superior Court of California, County of Alameda
22CV019949	Superior Court of California, County of Alameda
22CV020101	Superior Court of California, County of Alameda
HG20053992	Superior Court of California, County of Alameda
HG20053951	Superior Court of California, County of Alameda
RG20053984	Superior Court of California, County of Alameda
RG20057425	Superior Court of California, County of Alameda
HG19048685	Superior Court of California, County of Alameda
HG20053924	Superior Court of California, County of Alameda
RG20057493	Superior Court of California, County of Alameda
HG20055763	Superior Court of California, County of Alameda
HG19042086	Superior Court of California, County of Alameda
RG20048852	Superior Court of California, County of Alameda
RG19039073	Superior Court of California, County of Alameda
RG19039073	Superior Court of California, County of Alameda

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California Superior Court Suits

Case Number	Name of Court
RG19039073	Superior Court of California, County of Alameda
C19-02227	Superior Court of California, County of Contra Costa
HG19048691	Superior Court of California, County of Alameda
RG20061260	Superior Court of California, County of Alameda
RG20064221	Superior Court of California, County of Alameda
RG20056258	Superior Court of California, County of Alameda
RG20056258	Superior Court of California, County of Alameda
RG20056258	Superior Court of California, County of Alameda
RG20066518	Superior Court of California, County of Alameda
RG20067225	Superior Court of California, County of Alameda
RG20065425	Superior Court of California, County of Alameda
RG20065264	Superior Court of California, County of Alameda
RG20061429	Superior Court of California, County of Alameda
RG20065437	Superior Court of California, County of Alameda
RG20065435	Superior Court of California, County of Alameda
RG20064084	Superior Court of California, County of Alameda
RG20067602	Superior Court of California, County of Alameda
RG20064685	Superior Court of California, County of Alameda
RG20064759	Superior Court of California, County of Alameda
RG20049371	Superior Court of California, County of Alameda
RG20073791	Superior Court of California, County of Alameda
RG20079359	Superior Court of California, County of Alameda
RG20075700	Superior Court of California, County of Alameda
RG21087706	Superior Court of California, County of Alameda
RG20074690	Superior Court of California, County of Alameda

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California Superior Court Suits

Case Number	Name of Court
RG20068095	Superior Court of California, County of Alameda
RG20085048	Superior Court of California, County of Alameda
RG20068867	Superior Court of California, County of Alameda
RG20075018	Superior Court of California, County of Alameda
RG21086498	Superior Court of California, County of Alameda
RG21096482	Superior Court of California, County of Alameda
MSC21-01242	Superior Court of California, County of Contra Costa
RG21105426	Superior Court of California, County of Alameda
RG21105583	Superior Court of California, County of Alameda
RG21110490	Superior Court of California, County of Alameda
RG20069692	Superior Court of California, County of Alameda
CGC-20-584124	Superior Court of California, County of San Francisco
21CV002646	Superior Court of California, County of Alameda
21CV003945	Superior Court of California, County of Alameda
21CV002553	Superior Court of California, County of Alameda
21CV003362	Superior Court of California, County of Alameda
C22-00044	Superior Court of California, County of Contra Costa
22CV006696	Superior Court of California, County of Alameda
22CV006473	Superior Court of California, County of Alameda
22CV006519	Superior Court of California, County of Alameda
22CV006624	Superior Court of California, County of Alameda
22CV008082	Superior Court of California, County of Alameda
21CV002261	Superior Court of California, County of Alameda
21CV003446	Superior Court of California, County of Alameda
22CV010527	Superior Court of California, County of Alameda

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Case Number	Name of Court
21CV000053	Superior Court of California, County of Alameda
22CV011957	Superior Court of California, County of Alameda
22CV012253	Superior Court of California, County of Alameda
22CV019472	Superior Court of California, County of Alameda
22CV021898	Superior Court of California, County of Alameda
22CV015043	Superior Court of California, County of Alameda
22CV018533	Superior Court of California, County of Alameda
22CV015210	Superior Court of California, County of Alameda
22CV017826	Superior Court of California, County of Alameda
22CV023336	Superior Court of California, County of Alameda
22CV015938	Superior Court of California, County of Alameda
22CV022518	Superior Court of California, County of Alameda
22CV022476	Superior Court of California, County of Alameda
22CV022809	Superior Court of California, County of Alameda
22CV023917	Superior Court of California, County of Alameda
22CV023363	Superior Court of California, County of Alameda
22CV022633	Superior Court of California, County of Alameda
22CV022056	Superior Court of California, County of Alameda
22CV016748	Superior Court of California, County of Alameda
22CV022502	Superior Court of California, County of Alameda
22CV022456	Superior Court of California, County of Alameda
22CV022547	Superior Court of California, County of Alameda
22CV023118	Superior Court of California, County of Alameda
22CV020631	Superior Court of California, County of Alameda
22CV018880	Superior Court of California, County of Alameda

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California Superior Court Suits

Case Number	Name of Court
22CV018875	Superior Court of California, County of Alameda
22CV017872	Superior Court of California, County of Alameda
22CV020696	Superior Court of California, County of Alameda
22CV019943	Superior Court of California, County of Alameda
22CV018172	Superior Court of California, County of Alameda
22CV019944	Superior Court of California, County of Alameda
22CV019889	Superior Court of California, County of Alameda
22CV019890	Superior Court of California, County of Alameda
22CV019888	Superior Court of California, County of Alameda
22CV020197	Superior Court of California, County of Alameda
22CV023109	Superior Court of California, County of Alameda
22CV020519	Superior Court of California, County of Alameda
22CV020661	Superior Court of California, County of Alameda
22CV020654	Superior Court of California, County of Alameda
22CV020808	Superior Court of California, County of Alameda
22CV020602	Superior Court of California, County of Alameda
22CV020491	Superior Court of California, County of Alameda
22CV020636	Superior Court of California, County of Alameda
22CV019871	Superior Court of California, County of Alameda
22CV024211	Superior Court of California, County of Alameda
22CV020607	Superior Court of California, County of Alameda
22CV022358	Superior Court of California, County of Alameda
22CV020323	Superior Court of California, County of Alameda
22CV017850	Superior Court of California, County of Alameda
22CV018167	Superior Court of California, County of Alameda

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California Superior Court Suits

Case Number	Name of Court
RG21108531	Superior Court of California, County of Alameda
22CV020455	Superior Court of California, County of Alameda
22CV020287	Superior Court of California, County of Alameda
22CV020136	Superior Court of California, County of Alameda
22CV020135	Superior Court of California, County of Alameda
22CV020082	Superior Court of California, County of Alameda
22CV020085	Superior Court of California, County of Alameda
22CV020075	Superior Court of California, County of Alameda
22CV020073	Superior Court of California, County of Alameda
22CV020347	Superior Court of California, County of Alameda
22CV020434	Superior Court of California, County of Alameda
22CV020349	Superior Court of California, County of Alameda
22CV020432	Superior Court of California, County of Alameda
22CV020438	Superior Court of California, County of Alameda
22CV020478	Superior Court of California, County of Alameda
22CV020348	Superior Court of California, County of Alameda
22CV020369	Superior Court of California, County of Alameda
22CV020333	Superior Court of California, County of Alameda
22CV020487	Superior Court of California, County of Alameda
22CV021638	Superior Court of California, County of Alameda
22CV020431	Superior Court of California, County of Alameda
22CV020378	Superior Court of California, County of Alameda
22CV020436	Superior Court of California, County of Alameda
22CV020382	Superior Court of California, County of Alameda
22CV020474	Superior Court of California, County of Alameda

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California Superior Court Suits

Case Number	Name of Court
22CV020374	Superior Court of California, County of Alameda
22CV020437	Superior Court of California, County of Alameda
22CV020388	Superior Court of California, County of Alameda
22CV020322	Superior Court of California, County of Alameda
22CV020473	Superior Court of California, County of Alameda
22CV020375	Superior Court of California, County of Alameda
22CV020325	Superior Court of California, County of Alameda
22CV020485	Superior Court of California, County of Alameda
22CV020343	Superior Court of California, County of Alameda
22CV020435	Superior Court of California, County of Alameda
22CV022806	Superior Court of California, County of Alameda
22CV022956	Superior Court of California, County of Alameda
22CV020164	Superior Court of California, County of Alameda
22CV020298	Superior Court of California, County of Alameda
22CV020321	Superior Court of California, County of Alameda
22CV021712	Superior Court of California, County of Alameda
22CV018198	Superior Court of California, County of Alameda
22CV017382	Superior Court of California, County of Alameda
22CV020795	Superior Court of California, County of Alameda
22CV020423	Superior Court of California, County of Alameda
22CV020389	Superior Court of California, County of Alameda
22CV020391	Superior Court of California, County of Alameda
22CV020393	Superior Court of California, County of Alameda
22CV020398	Superior Court of California, County of Alameda
22CV020399	Superior Court of California, County of Alameda

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California Superior Court Suits

Case Number	Name of Court
22CV019910	Superior Court of California, County of Alameda
22CV019900	Superior Court of California, County of Alameda
22CV020396	Superior Court of California, County of Alameda
22CV020000	Superior Court of California, County of Alameda
22CV019887	Superior Court of California, County of Alameda
22CV019923	Superior Court of California, County of Alameda
22CV019926	Superior Court of California, County of Alameda
22CV019941	Superior Court of California, County of Alameda
22CV019921	Superior Court of California, County of Alameda
22CV019884	Superior Court of California, County of Alameda
22CV019959	Superior Court of California, County of Alameda
22CV019961	Superior Court of California, County of Alameda
22CV019903	Superior Court of California, County of Alameda
22CV019960	Superior Court of California, County of Alameda
22CV019899	Superior Court of California, County of Alameda
22CV019892	Superior Court of California, County of Alameda
22CV019893	Superior Court of California, County of Alameda
22CV019898	Superior Court of California, County of Alameda
22CV019896	Superior Court of California, County of Alameda
22CV019902	Superior Court of California, County of Alameda
22CV017963	Superior Court of California, County of Alameda
22CV023198	Superior Court of California, County of Alameda
22CV015576	Superior Court of California, County of Alameda
22CV021944	Superior Court of California, County of Alameda
22CV021136	Superior Court of California, County of Alameda

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California Superior Court Suits

Case Number	Name of Court
22CV020490	Superior Court of California, County of Alameda
22CV020161	Superior Court of California, County of Alameda
C22-02006	Superior Court of California, County of Contra Costa
22CV015393	Superior Court of California, County of Alameda
22CV013310	Superior Court of California, County of Alameda
22CV023397	Superior Court of California, County of Alameda
22CV013335	Superior Court of California, County of Alameda
22CV017318	Superior Court of California, County of Alameda
C22-01820	Superior Court of California, County of Contra Costa
22CV04375	Superior Court of California, County of Santa Barbara
22CV024896	Superior Court of California, County of Alameda
22CV021229	Superior Court of California, County of Alameda
22CV020746	Superior Court of California, County of Alameda
22CV014047	Superior Court of California, County of Alameda
22CV023763	Superior Court of California, County of Alameda
22CV017002	Superior Court of California, County of Alameda
22CV020632	Superior Court of California, County of Alameda
22CV021959	Superior Court of California, County of Alameda
22CV020524	Superior Court of California, County of Alameda
22CV021619	Superior Court of California, County of Alameda
22CV022330	Superior Court of California, County of Alameda
22CV021958	Superior Court of California, County of Alameda
22CV021982	Superior Court of California, County of Alameda
22CV021962	Superior Court of California, County of Alameda
22CV023092	Superior Court of California, County of Alameda

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California Superior Court Suits

Case Number	Name of Court
22CV023077	Superior Court of California, County of Alameda
22CV017854	Superior Court of California, County of Alameda
22CV023536	Superior Court of California, County of Alameda
22CV021953	Superior Court of California, County of Alameda
22CV022583	Superior Court of California, County of Alameda
22CV024069	Superior Court of California, County of Alameda
22CV023062	Superior Court of California, County of Alameda
22CV021736	Superior Court of California, County of Alameda
22CV024183	Superior Court of California, County of Alameda
22CV023960	Superior Court of California, County of Alameda
22CV022787	Superior Court of California, County of Alameda
22CV020837	Superior Court of California, County of Alameda
22CV021909	Superior Court of California, County of Alameda
22CV023239	Superior Court of California, County of Alameda
22CV024880	Superior Court of California, County of Alameda
22CV023669	Superior Court of California, County of Alameda
22CV018558	Superior Court of California, County of Alameda
22CV023416	Superior Court of California, County of Alameda
22CV024635	Superior Court of California, County of Alameda
22CV023091	Superior Court of California, County of Alameda
22CV022037	Superior Court of California, County of Alameda
22CV023242	Superior Court of California, County of Alameda
22CV021591	Superior Court of California, County of Alameda
22CV023423	Superior Court of California, County of Alameda
22CV020822	Superior Court of California, County of Alameda

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California Superior Court Suits

Case Number	Name of Court
C22-02698	Superior Court of California, County of Contra Costa
22CV021946	Superior Court of California, County of Alameda
22CV023400	Superior Court of California, County of Alameda
23CV025256	Superior Court of California, County of Alameda
22CV023623	Superior Court of California, County of Alameda
22CV023968	Superior Court of California, County of Alameda
22CV022911	Superior Court of California, County of Alameda
22CV023764	Superior Court of California, County of Alameda
22CV024846	Superior Court of California, County of Alameda
22CV022326	Superior Court of California, County of Alameda
22CV021947	Superior Court of California, County of Alameda
22CV023068	Superior Court of California, County of Alameda
22CV024587	Superior Court of California, County of Alameda
22CV024532	Superior Court of California, County of Alameda
22CV023756	Superior Court of California, County of Alameda
22CV024471	Superior Court of California, County of Alameda
22CV024838	Superior Court of California, County of Alameda
22CV024931	Superior Court of California, County of Alameda
22CV020672	Superior Court of California, County of Alameda
22CV023538	Superior Court of California, County of Alameda
22CV024139	Superior Court of California, County of Alameda
22CV024839	Superior Court of California, County of Alameda
22CV022009	Superior Court of California, County of Alameda
22CV022825	Superior Court of California, County of Alameda
22CV024898	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
22CV024592	Superior Court of California, County of Alameda
22CV023513	Superior Court of California, County of Alameda
22CV024582	Superior Court of California, County of Alameda
22CV024022	Superior Court of California, County of Alameda
22CV024942	Superior Court of California, County of Alameda
22CV024472	Superior Court of California, County of Alameda
22CV023950	Superior Court of California, County of Alameda
22CV023240	Superior Court of California, County of Alameda
22CV024988	Superior Court of California, County of Alameda
RG20062996	Superior Court of California, County of Alameda
RG19008221	Superior Court of California, County of Alameda
22CV024200	Superior Court of California, County of Alameda
22CV022534	Superior Court of California, County of Alameda
22CV022803	Superior Court of California, County of Alameda
22CV024385	Superior Court of California, County of Alameda
22CV023501	Superior Court of California, County of Alameda
22CV023996	Superior Court of California, County of Alameda
22CV024749	Superior Court of California, County of Alameda
22CV023766	Superior Court of California, County of Alameda
22CV022760	Superior Court of California, County of Alameda
22CV023502	Superior Court of California, County of Alameda
22CV017158	Superior Court of California, County of Alameda
22CV024465	Superior Court of California, County of Alameda
22CV024087	Superior Court of California, County of Alameda
22CV022604	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
22CV023676	Superior Court of California, County of Alameda
22CV024630	Superior Court of California, County of Alameda
22CV017589	Superior Court of California, County of Alameda
22CV024556	Superior Court of California, County of Alameda
22CV024730	Superior Court of California, County of Alameda
22CV024031	Superior Court of California, County of Alameda
22CV024157	Superior Court of California, County of Alameda
22CV023759	Superior Court of California, County of Alameda
22CV024400	Superior Court of California, County of Alameda
22CV024195	Superior Court of California, County of Alameda
22CV024892	Superior Court of California, County of Alameda
22CV024154	Superior Court of California, County of Alameda
22CV024859	Superior Court of California, County of Alameda
22CV024091	Superior Court of California, County of Alameda
22CV023329	Superior Court of California, County of Alameda
22CV021441	Superior Court of California, County of Alameda
22CV023509	Superior Court of California, County of Alameda
22CV024003	Superior Court of California, County of Alameda
22CV021226	Superior Court of California, County of Alameda
22CV023663	Superior Court of California, County of Alameda
22CV018715	Superior Court of California, County of Alameda
22CV024019	Superior Court of California, County of Alameda
22CV024008	Superior Court of California, County of Alameda
22CV024007	Superior Court of California, County of Alameda
22CV023710	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
22CV023195	Superior Court of California, County of Alameda
22CV018779	Superior Court of California, County of Alameda

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ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	ADVERSARY PROCEEDING NUMBER (Court Use Only)

PLAINTIFFS	DEFENDANTS
The Roman Catholic Bishop of Oakland, a California corporation sole	PACIFIC INDEMNITY, a Delaware corporation, et al. Additional defendants listed on Attachment 1 hereto.
ATTORNEYS (Firm Name, Address, and Telephone No.) Foley & Lardner LLP 555 California St., Ste. 1700 San Francisco, CA 94104 Thomas F. Carlucci; 415-984-9824; tcarlucci@foley.com Eileen R. Ridley; 415-438-6469; eridley@foley.com Ann Marie Uetz; 313-234-7114; auetz@foley.com Matthew D. Lee; 608-258-4203; mdlee@foley.com Jeffrey R. Blease; 617-226-3155; jblease@foley.com	**ATTORNEYS** (If Known)
PARTY (Check One Box Only) ☒ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☐ Trustee	**PARTY** (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☒ Other ☐ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)
This is an action for breach of contract and declaratory judgment.

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(1) – Recovery of Money/Property
- ☐ 11-Recovery of money/property - §542 turnover of property
- ☐ 12-Recovery of money/property - §547 preference
- ☐ 13-Recovery of money/property - §548 fraudulent transfer
- ☐ 14-Recovery of money/property - other

FRBP 7001(2) – Validity, Priority or Extent of Lien
- ☐ 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) – Objection/Revocation of Discharge
- ☐ 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
- ☐ 51-Revocation of confirmation

FRBP 7001(6) – Dischargeability
- ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(6) – Dischargeability (continued)
- ☐ 61-Dischargeability - §523(a)(5), domestic support
- ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury
- ☐ 63-Dischargeability - §523(a)(8), student loan
- ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
- ☐ 65-Dischargeability - other

FRBP 7001(7) – Injunctive Relief
- ☐ 71-Injunctive relief – imposition of stay
- ☐ 72-Injunctive relief – other

FRBP 7001(8) Subordination of Claim or Interest
- ☐ 81-Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
- ☒ 1 91-Declaratory judgment

FRBP 7001(10) Determination of Removed Action
- ☐ 01-Determination of removed claim or cause

Other
- ☐ SS-SIPA Case – 15 U.S.C. §§78aaa *et.seq.*
- ☒ 2 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

☐ Check if this case involves a substantive issue of state law	☐ Check if this is asserted to be a class action under FRCP 23
☐ Check if a jury trial is demanded in complaint	Demand $

Other Relief Sought
Breach of Contract

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR The Roman Catholic Bishop of Oakland	BANKRUPTCY CASE NO. 23-40523 WJL	
DISTRICT IN WHICH CASE IS PENDING Northern District of California	DIVISION OFFICE Oakland	NAME OF JUDGE William J. Lafferty
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) /s/ Thomas F. Carlucci		
DATE 6/22/2023	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Thomas F. Carlucci	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and **Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

ATTACHMENT NO. 1

DEFENDANTS, cont.

1. PACIFIC INDEMNITY, a Delaware corporation
2. INSURANCE COMPANY OF AMERICA, a Delaware corporation
3. AETNA INSURANCE COMPANY, a Delaware corporation
4. TRAVELERS INSURANCE COMPANY, a Delaware corporation
5. CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO SYNDICATES 2623 (AFB) AND 623 (AFB), a foreign organization
6. INSURANCE COMPANY OF NORTH AMERICA, a Delaware corporation
7. ACE LIMITED, foreign organization
8. UNITED STATES FIRE INSURANCE, a Delaware corporation
9. EMPLOYERS REINSURANCE, a Delaware corporation
10. CNA INSURANCE COMPANY, a Delaware corporation
11. PACIFIC EMPLOYERS INSURANCE, a Delaware corporation
12. WESTCHESTER FIRE INSURANCE COMPANY, a Pennsylvania corporation
13. CALIFORNIA INSURANCE GUARANTEE ASSOCIATION, a state entity

Form NTCTWAP

UNITED STATES BANKRUPTCY COURT
California Northern Bankruptcy Court

In Re: The Roman Catholic Bishop of Oakland Debtor(s)	Bankruptcy Case No.: 23−40523 Chapter: 11
The Roman Catholic Bishop of Oakland Plaintiff(s) vs. Pacific Indemnity Defendant(s)	Adversary No. 23−04028

TRANSMITTAL OF DOCUMENTS: WITHDRAW OF REFERENCE

Pursuant to Bankruptcy Local Rule 5011−2(a), copies of the following documents are hereby transmitted to the District Court for the above referenced adversary proceeding:

- ☑ Motion to Withdraw the Reference
- ☑ Memorandum in Support of Motion to Withdraw the Reference
- ☑ Declaration in Support of Motion to Withdraw the Reference
- ☐ Bankruptcy Docket Sheet
- ☐ Recommendation of Bankruptcy Judge pursuant to B.L.R. 5011−2(b)
- ☐ Certification pursuant to B.L.R. 9015−2(b) − Jury trial demand
- ☐ Certification pursuant to B.L.R. 9015−2(d) − Personal injury tort/wrongful death claim
- ☑ Adversary Proceeding Complaint

☑ Other: Adversary Proceeding Docket Sheet
Exhibits 1−11

Please acknowledge receipt of this Transmittal by returning a copy to the Bankruptcy Court showing the District Court case number.

Dated: 2/6/24

Edward J. Emmons
Clerk of Court
United States Bankruptcy Court

By: Phyllis L. Wright
Deputy Clerk

For District Court Use Only

DISTRICT COURT CASE NUMBER: _____

Date: _____

By: _____