

May 22, 2024

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U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

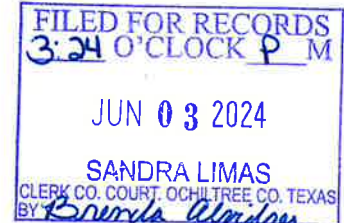


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The following constitutes the order of the Court.
Signed: May 21, 2024

William J. Lafferty, III
U.S. Bankruptcy Judge



*Attorneys for Debtor and Debtor in Possession,
Franciscan Friars California, Inc.*

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

In re:

**FRANCISCAN FRIARS OF
CALIFORNIA, INC.,**

Debtor.

Case No. 23-41723 WJL

Chapter 11

**ORDER ESTABLISHING DEADLINES FOR
FILING PROOFS OF CLAIM AND
APPROVING THE FORM AND MANNER
OF NOTICE THEREOF**

Judge: Hon. William J. Lafferty

Date: May 15, 2024

Time: 10:30 a.m. PT

Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

Upon the *Motion of the Debtor for an Order Establishing Deadlines for Filing Proofs of
Claim and Granting Related Relief* [Dkt. 235] (the "**Motion**")¹ of Franciscan Friars of California,

¹ Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

1 Inc., the debtor and debtor in possession (the “**Debtor**”) in the above-captioned chapter 11
2 bankruptcy case (the “**Chapter 11 Case**”), pursuant to Federal Rule of Bankruptcy Procedure
3 (“**Bankruptcy Rule**”) 3003(c)(3), fixing a deadline and establishing procedures for filing proofs
4 of claim and approving the form and manner of service thereof; and it appearing that the relief
5 granted by this Order is in the best interests of the Debtor, its estate and creditors; and a hearing
6 on the Motion having been held on May 15, 2024; and adequate notice of the Motion has been
7 given and that no further notice is necessary; and after due deliberation and good and sufficient
8 cause appearing therefor,

9 **IT IS HEREBY ORDERED THAT:**

10 1. The Motion is granted as set forth herein. All objections to the Motion are
11 overruled.

12 2. Except as otherwise provided herein, all persons and entities (including, without
13 limitation, individuals, partnerships, corporations, joint ventures, and trusts) that assert a claim
14 (including Sexual Abuse Claims), as defined in Section 101(5) of the Bankruptcy Code, against
15 the Debtor which arose prior to the date of the filing of the Chapter 11 petition on December 31,
16 2023 (the “**Petition Date**”), including any claims held by governmental units, shall file a proof of
17 such claim in accordance with the procedures set forth herein so that it is received on or before
18 **July 19, 2024 at 5:00 p.m. (prevailing Pacific Time)** (the “**General Bar Date**”).

19 3. Notwithstanding any other provision hereof, claimants affected by any amendments
20 or supplements to the Debtor’s schedules of assets and liabilities must file proofs of claim on or
21 before (i) the General Bar Date and (ii) 5:00 p.m. (prevailing Pacific Time) on a date that is no
22 later than thirty (30) days after the date on which the Debtor provides written notice of previously
23 unfiled schedules of assets and liabilities or an amendment or supplement to the schedules of assets
24 and liabilities (the “**Amended Schedules Bar Date**”).

25 4. Notwithstanding any other provision hereof, any person or entity that holds a claim
26 that arises from the rejection of an executory contract or unexpired lease must file a proof of claim
27 based on such rejection on or before *the later of* (i) the General Bar Date, and (ii) 5:00 p.m.
28

(prevailing Pacific Time) on a date that is no later than thirty (30) days after entry of the order authorizing such rejection (the "**Rejection Bar Date**"). For the avoidance of doubt, a counterparty to an executory contract or unexpired lease is permitted to file a single proof of claim on account of its claims arising under the applicable contract or unexpired lease agreement (including claims for prepetition defaults and rejection damages) provided that such contract or lease agreement was rejected prior to the General Bar Date.

5. The forms of the following documents attached to the Motion:

- (i) *Notice of Deadlines Requiring Filing of Proofs of Claim* (the "**General Bar Date Notice**"), attached to the Motion as **Exhibit 1**;
- (ii) *Notice of Deadline Requiring Filing of Proofs of Claim Arising Out of Sexual Abuse* (the "**Sexual Abuse Bar Date Notice**"), attached to the Motion as **Exhibit 2**;
- (iii) *Official Form 410 Proof of Claim* (the "**Official Proof of Claim Form**"), attached to the Motion as **Exhibit 3**;
- (iv) *Optional Supplement to Official Form 410 for Use by Sexual Abuse Claimants* (the "**Supplement**"), attached to the Motion as **Exhibit 4**;
- (v) Letter from the Committee (the "**Committee Letter**") to holders of Sexual Abuse Claims ("**Sexual Abuse Claimants**") and their claims being "**Sexual Abuse Claims**", attached to the Motion as **Exhibit 5**;
- (vi) *Authorized Party Confidentiality Agreement* attached to the Motion as **Exhibit 6**; and
- (vii) Notice of the General Bar Date to be published as required by this Order (the "**Publication Notice**"), attached to the Motion as **Exhibit 7**

are each approved in form and substance in all respects.

6. The manner of providing notice of the Bar Dates set forth herein is approved in all respects.

7. The following procedures for the filing of proofs of claim apply:

- (i) All creditors holding claims against the Debtor, ***including Sexual Abuse Claimants, must*** complete the Official Proof of Claim Form attached to the Motion as **Exhibit 3**.
- (ii) Sexual Abuse Claimants ***may*** complete the Supplement and attach it to the Official Proof of Claim Form when filing their claim.
- (iii) Proofs of claim must be filed:
 - (a) Electronically through the website for this Chapter 11 Case hosted by Donlin, Recano & Company, Inc. (the "**Claims Agent**") at:
 - (i) <https://www.donlinrecano.com/Clients/ffc/FileClaim> for General Claims, or

(ii) <https://www.donlinrecano.com/Clients/ffc/FileSurvivorClaim> for Sexual Abuse Claims, by following the instructions for filing proofs of claim electronically set forth on that website.

(b) By mail through the United States Postal Service to:

Donlin, Recano & Company, Inc.
Re: Franciscan Friars of California, Inc.
P.O. Box 2053
New York, NY 10272-2042

or

(c) By overnight mail or hand-delivery to the Claims Agent at the following address:

Donlin, Recano & Company, Inc.
C/O Equiniti
Re: Franciscan Friars of California, Inc.
48 Wall Street, 22nd Floor
New York, NY 10005

(iv) Proofs of claim will be deemed timely filed only when received by the Claims Agent on or before the applicable Bar Date.

(v) Proofs of claim must (a) be signed by the claimant or his or her counsel, (b) include supporting documentation (if available to claimant, and if such documentation is voluminous, attach a summary); and (3) be in the English language.

(vi) Proofs of claim sent by facsimile, telecopy or electronic mail transmission will **not** be accepted.

8. The following persons or entities need **not** file a proof of claim on or prior to the General Bar Date:

(i) any person or entity that already has filed a proof of claim against the Debtor in the form required by this Order;

(ii) any person or entity whose claim is listed on the Schedules filed by the Debtor, provided that (a) the claim is not scheduled as "disputed", "contingent", or "unliquidated" and (b) the claimant does not disagree with the amount, nature and priority of the claim as set forth in the Schedules;

(iii) any holder of a claim that heretofore has been allowed by Order of this Court;

(iv) any person or entity whose claim has been paid in full by the Debtor prior to the Bar Dates;

(v) any holder of a claim for which specific deadlines have previously been fixed by this Court;

(vi) any officer, director, employee, or independent contractor of the Debtor who held such position as of the Petition Date and has a claim against the

Debtor for indemnification, contribution, or reimbursement; *provided, however*, that any of the foregoing parties that wishes to assert a claim other than a claim arising from or relating to indemnification, contribution, or reimbursement will be required to file a proof of claim by the General Bar Date, unless another exception identified in this paragraph 8 applies; and

- (vii) the United States Trustee regarding a claim for quarterly fees under 28 U.S.C. § 1930(a)(6).

9. Nothing in this Order shall prejudice the right of the Debtor or any other party in interest to dispute or assert offsets or defenses to any claim filed in this Chapter 11 Case or reflected in the Schedules.

10. Pursuant to Bankruptcy Rule 3003(c)(2), all holders of claims that fail to comply with this Order by timely filing a proof of claim in appropriate form shall not be treated as a creditor with respect to such claim for the purposes of voting and distribution. For the avoidance of doubt, nothing contained in this Order shall preclude a claimant from seeking relief from this Court to file a late-filed claim in accordance with Bankruptcy Rule 9006.

11. Notwithstanding anything to the contrary in this Order and subject to Bankruptcy Rule 9006, a Sexual Abuse Claimant, that as of the General Bar Date has not discovered or should not reasonably have discovered that psychological injury or illness occurring after the age of majority was caused by Sexual Abuse, is not subject to the provisions of paragraph 2 of this Order. All rights of all parties with respect to such Sexual Abuse Claim(s), if any, are expressly reserved.

12. The filing of a proof of claim by a Sexual Abuse Claimant shall not constitute a waiver of the claimant's right to a jury trial, if any.

13. Due to the highly sensitive and confidential nature of Official Proof of Claim Forms and/or Supplements filed by, or on behalf of, Sexual Abuse Claimants, and the information contained therein, the following confidentiality protocol (the "**Confidentiality Protocol**") shall apply to Official Proof of Claim Forms and/or Supplements filed by, or on behalf of, Sexual Abuse Claimants regarding Sexual Abuse Claims.

- (i) **Intended Beneficiaries of the Confidentiality Protocol.** The Confidentiality Protocol and the Confidentiality Agreement (defined below) are for the sole and exclusive benefit and protection of Sexual Abuse Claimants.

1 (ii) Confidentiality Maintained by the Claims Agent. The Claims Agent shall assign to
2 each Sexual Abuse Claimant filing an Official Proof of Claim Form and/ or a
3 Supplement a unique identifier code and shall maintain a confidential list of the
4 identities of the Sexual Abuse Claimants, their corresponding identifier code and
5 their respective Official Proof of Claim Forms and/ or Supplement. The
6 confidential list of the identities of Sexual Abuse Claimants shall be provided only
7 to Authorized Parties (defined below) entitled to the personally identifying
8 information of Sexual Abuse Claimants pursuant to this Order.

Official Proof of Claim Forms and/ or Supplement filed by, or on behalf of, a Sexual
Abuse Claimant received by the Claim Agent, including any attachments thereto,
shall not be made publicly available on the Debtor's case website and shall be
redacted on the claims register.

9 (iii) Who May Receive Copies of Official Proof of Claim Forms and/or Supplements
10 Filed by, or on Behalf of, Sexual Abuse Claimants. Official Proof of Claim Forms
11 and/or the Supplement filed by, or on behalf of a Sexual Abuse Claimant, with the
Claims Agent shall be held and be treated as strictly confidential and will be made
available only to the following parties (the "Authorized Parties"):

12 (a) The Debtor, officers of the Debtor, and such other current or former
13 employees of the Debtor who are necessary to assist the Debtor in verifying
14 the facts contained in the Official Proof of Claim Form and/or the
15 Supplement filed by, or on behalf of a Sexual Abuse Claimant; *provided,*
16 *however,* that if the Debtor determines that the assistance of the alleged
17 abuser is necessary to verify the facts contained in the Official Proof of
18 Claim Form and/or the Supplement filed by, or on behalf of a Sexual Abuse
19 Claimant, the Debtor shall redact and not otherwise share the Sexual Abuse
20 Claimant's address, telephone number and any other personally identifiable
21 information other than is otherwise necessary to confirm the facts contained
22 in the Official Proof of Claim Form and/or the Supplement.

23 (b) Counsel to the Debtor and the Committee retained pursuant to an order of
24 this Court, including any experts retained by or on behalf of the Debtor and
25 the Committee under an order of this Court.

26 (c) Members of the Committee and their legal counsel (after the Official Proof
27 of Claim Form and/or the Supplement have been redacted to remove the
28 Sexual Abuse Claimant's name, physical address, email address, telephone
number(s), Social Security Number, jail or prison number (if applicable),
and month of birth (but not year of birth) (collectively "PII").

(d) Any insurance company that issued one or more liability insurance policies
to the Debtor which may offer coverage for Sexual Abuse Claims (each an
"Insurer"), together with their respective successors, regulators, reinsurers,
retrocessionaires, reinsurance intermediaries, administrators and legal
counsel, including counsel retained and paid by the Insurer to defend the
Debtor with respect to Sexual Abuse Claims, the "Insurer Authorized
Parties"; *provided, however,* that before the Insurer Authorized Parties may
receive the Official Proof of Claim Form and/or the Supplement filed by, or

on behalf of a Sexual Abuse Claimant, the Official Proof of Claim Form and/or the Supplement must be redacted to remove PII; *provided, further, however*, that all such PII shall be provided to the Insurer Authorized Parties by use of a separate key or other security mechanism mutually agreed upon by the Debtor, the Committee and the Insurers.

- (e) Experts (defined below) retained by, or on behalf of, an Insurer or by an Insurer on behalf of the Debtor who executes the Confidentiality Agreement (defined below) will be Authorized Parties and are entitled to receive the Official Proof of Claim Form and/or the Supplement filed by, or on behalf of a Sexual Abuse Claimant; *provided, however*, that before Experts may receive the Official Proof of Claim Form and/or the Supplement filed by, or on behalf of a Sexual Abuse Claimant, the Official Proof of Claim Form and/or the Supplement must be redacted to remove PII; *provided, further, however*, that all such PII shall be provided to Experts by use of a separate key or other security mechanism mutually agreed upon by the Debtor, the Committee and the Insurers.

“Expert” means an entity or person retained by, or on behalf of, an Insurer or by an Insurer-funded defense counsel on behalf of the Debtor, with specialized knowledge or experience in matters pertinent to the Sexual Abuse Claims.

The Insurance Services Office or any other claims database provided to third parties shall not be an “Expert” and shall not be an Authorized Party under this Confidentiality Protocol.

- (f) Any person appointed pursuant to an order of this Court to serve as a mediator, as a representative for unknown or future claimants, or as a special arbitrator/claims’ reviewer appointed to review and resolve Sexual Abuse Claims.
- (g) Any trustee, or functional equivalent thereof, appointed to administer payments to Sexual Abuse Claimants, including pursuant to a plan of reorganization.
- (h) Authorized representatives of a department of corrections, if a Sexual Abuse Claimant is incarcerated, but only with respect to any Official Proof of Claim Form and/or Supplement filed by such Sexual Abuse Claimant and only to the extent disclosure is required under applicable non-bankruptcy law.
- (i) Any other person upon express written consent of the affected Sexual Abuse Claimant, *provided, however*, that if the Sexual Abuse Claimant filed his or her Sexual Abuse Claim pro se, then consent of the Sexual Abuse Claimant and counsel to the Committee shall be obtained before disclosing such Sexual Abuse Claimant’s Official Proof of Claim Form and/ or the Supplement to any person.
- (j) Any other person upon express written consent of the Debtor and the Committee, upon 10 business days’ notice to the affected Sexual Abuse

1 Claimant(s) and their attorney, if known. A Sexual Abuse Claimant may
2 file an objection with this Court concerning the disclosure of the Sexual
3 Abuse Claimant's Official Proof of Claim Form and/ or the Supplement
4 within the notice period.

5 (k) Such other Persons as this Court may, pursuant to subsequent order,
6 authorize access to a Sexual Abuse Claimant's Official Proof of Claim Form
7 and/ or the Supplement; *provided, however*, that any such determination
8 shall be made on no less than 10 business days' notice to the affected Sexual
9 Abuse Claimant(s) and their counsel of record, the Committee and the
10 Debtor.

11 (l) Counsel of record to any Authorized Party upon execution of a
12 Confidentiality Agreement by such counsel.

13 (m) The Office of the United States Trustee.

14 (iv) Execution of Confidentiality Agreement Required. Notwithstanding the
15 designation of Authorized Parties above, no person or entity may obtain copies of
16 any Official Proof of Claim Form and/or Supplement filed by, or on behalf of, a
17 Sexual Abuse Claimant prior to the execution of the confidentiality agreement, in
18 the form attached to the Motion as Exhibit 6 (the "**Confidentiality Agreement**"),
19 and delivery of such Confidentiality Agreement to counsel for the Debtor and the
20 Committee; *provided however*, that the Office of the United States Trustee shall not
21 be required to execute such Confidentiality Agreement. Counsel to the Debtor, the
22 Committee, each Insurer and each Insurer Authorized Party shall only be required
23 to execute a single Confidentiality Agreement on behalf of those Persons and their
24 respective clients, which shall be deemed binding on their entire firm and their
25 respective clients. Access to the Official Proof of Claim Form and/or Supplement
26 filed by, or on behalf of a Sexual Abuse Claimant, for all other Authorized Parties
27 shall be restricted to the natural person who executes a Confidentiality Agreement
28 and a separate Confidentiality Agreement must be signed by each natural person
seeking access to the Official Proof of Claim Form and/or the Supplement filed by,
or on behalf of a Sexual Abuse Claimant, on behalf of an Authorized Party.
Confidentiality Agreements executed by an Insurer's Expert shall be maintained by
the Insurer and need not be provided to counsel for the Debtor or the Committee,
absent an order of the Court after a showing of good cause.

(v) Scope of Confidentiality Afforded Sexual Abuse Claimants' Official Proof of
Claim Form and/or the Supplement. Authorized Parties receiving a copy of a
Sexual Abuse Claimants' Official Proof of Claim Form and/or the Supplement shall
keep the Sexual Abuse Claimants' Official Proof of Claim Form and/or the
Supplement confidential and are only permitted to share the Sexual Abuse
Claimants' Official Proof of Claim Form and/or the Supplement with an
Authorized Party.

(vi) Scope of Confidentiality Afforded Information Contained in Sexual Abuse
Claimants' Official Proof of Claim Form and/or the Supplement. Authorized
Parties receiving a copy of a Sexual Abuse Claimants' Official Proof of Claim Form
and/or the Supplement shall keep Confidential Information (defined in the

Confidentiality Agreement) contained in the Sexual Abuse Claimants' Official Proof of Claim Form and/or the Supplement confidential and are only permitted to share the Confidential Information contained in a Sexual Abuse Claimants' Official Proof of Claim Form and/or the Supplement with an Authorized Party; *provided, however*, a Sexual Abuse Claimant may elect to disclose and/or disseminate information which is Confidential Information contained in his or her Official Proof of Claim Form and/or the Supplement (but not the Official Proof of Claim Form and/or the Supplement itself) and such disclosure or dissemination shall not constitute a waiver of confidentiality as to any information not disclosed or disseminated by the Sexual Abuse Claimant. Any Confidential Information publicly disclosed by a Sexual Abuse Claimant shall no longer be Confidential Information.

- (vii) Permitted Use. An Authorized Party may only use a Sexual Abuse Claimants' Official Proof of Claim Form and/or the Supplement and any information contained therein as set forth in the Confidentiality Agreement.
- (viii) Relief from Confidentiality Protocols. If an Authorized Party seeks to share a Sexual Abuse Claimants' Official Proof of Claim Form and/or the Supplement, or share the Confidential Information contained therein (after the Official Proof of Claim Form and/or the Supplement have been redacted to remove PII), with a non-Authorized Party, such Authorized Party must provide fourteen (14) days' notice (the "Notice Period") to: (i) the Sexual Abuse Claimant, through his or her counsel, if known; (ii) counsel for the Debtor; and (iii) counsel for the Committee. If an objection is made within the Notice Period, no disclosure of such information shall be made unless and until a decision is rendered by this Court.
- (ix) Mandatory Reporting. Notwithstanding the foregoing, information contained in an Official Proof of Claim Form and/ or the Supplement filed by, or on behalf of Sexual Abuse Claimant, may be required to be disclosed to governmental authorities under mandatory reporting laws in many jurisdictions. If any such disclosures to governmental authorities are required to be made, Sexual Abuse Claimants and their counsel (if known) will be notified at the time of such disclosure.

14. Within five (5) business days following entry of this Order, the Debtor shall serve by United States mail, first-class postage prepaid: (i) a copy of this Order (without exhibits or schedules), (ii) the General Bar Date Notice and (iii) the Official Proof of Claim Form (collectively, the "General Bar Dates Notice Package") on:

- (i) the United States Trustee;
- (ii) counsel to the Committee;
- (iii) all Persons that have requested notice of the proceedings in this Chapter 11 Case;
- (iv) all Persons that have filed claims;

- 1 (v) all creditors and other known holders of claims as of the date of this Order,
2 including all Persons listed in the Schedules as holding claims, *but not holders of*
3 *Sexual Abuse Claims*;
- 4 (vi) all parties to executory contracts and unexpired leases of the Debtor;
- 5 (vii) all parties to litigation with the Debtor *other than holders of Sexual Abuse Claims*;
- 6 (viii) the Internal Revenue Service for the district in which the case is pending; and
- 7 (ix) such additional Persons as deemed appropriate by the Debtor.

8 15. Within five (5) business days following entry of this Order, the Debtor shall serve
9 by United States mail, first-class postage prepaid: (i) a copy of this Order (without exhibits or
10 schedules), (ii) the Sexual Abuse Bar Date Notice, (iii) the Official Proof of Claim Form, (iv) the
11 Supplement and (v) the Committee Letter (collectively, the "**Sexual Abuse Claim Notice**
12 **Package**"), upon (1) the Office of the United States Trustee; (2) counsel to the Committee and (3)
13 each person who:

- 14 (i) is listed on that portion of the Debtor's Schedule F filed under seal;
- 15 (ii) is entitled to notice in the *In Re Northern California Clergy Cases* pending
16 in the Superior Court of the State of California for the County of Alameda,
JCCP 5108 and the *In re Southern California Clergy Cases* pending in the
17 Superior Court of the State of California for the County of Los Angeles,
JCCP 5101;
- 18 (iii) to the knowledge of the Debtor as determined after a review of the Debtor's
19 books and records has:
- 20 (a) filed, or threatened to file, a lawsuit against the Debtor alleging that
21 such Sexual Abuse Claimant was subjected to abuse by an
22 individual for whom the Debtor was allegedly responsible, to the
23 extent contact information for such person or his or her attorney is
24 included in the Debtor's books and records;
- 25 (b) otherwise contacted the Debtor to report that they were subjected to
26 abuse by an individual for whom the Debtor was allegedly
27 responsible, whether or not that individual's claim was considered
28 to be substantiated and whether or not the report was written or
verbal, to the extent contact information for such person or his or
her attorney is included in the Debtor's books and records; and
- (c) been identified to the Debtor as an individual who may have been
subjected to abuse by an individual for whom the Debtor was
allegedly responsible to the extent contact information for such
person or his or her attorney is included in the Debtor's books and
records.

1 If any individual required to be served under paragraph 15 of this Order is represented by counsel,
2 the Sexual Abuse Claim Notice Package shall be served solely on counsel to any such individual.
3 If any such individual is not represented by counsel, the Sexual Abuse Claim Notice Package shall
4 be served on such individual at their last known address. Notwithstanding the foregoing, the
5 Debtor shall not be required to send a Sexual Abuse Claim Notice Package to any person who has
6 previously entered into a settlement with the Debtor regarding a claim based on sexual abuse if the
7 Debtor has performed all of its obligations under the terms of such settlement.

8 16. The Claims Agent shall also mail a copy of the Sexual Abuse Claim Notice
9 Package, including a copy of the Publication Notice, to the following, with a request from the
10 Debtor that the party post the Publication Notice in a prominent place until the expiration of the
11 Bar Date: (a) the Attorneys General of the States of Arizona, California, Colorado, Nevada, New
12 Mexico, Oregon, Utah, and Washington and (b) for each of the following counties—in Arizona,
13 Maricopa and Pima; in California, Contra Costa, San Francisco, Santa Clara, Alameda,
14 Sacramento, Monterey, Fresno, San Luis Obispo, Los Angeles, Orange, Santa Barbara, San Diego,
15 and Riverside; in Colorado, San Miguel; in Nevada, Clark; in New Mexico, McKingley, Dona
16 Ana, and Bernalillo; in Oregon, Multnomah and Marion; in Utah, Utah; in Washington, King and
17 Spokane—the district attorney’s office, the sheriff’s office, any county government center, at least
18 one public health agency (if any), and at least one substance abuse agency or hospital (if any).

19 17. The Debtor shall file an affidavit of service certifying its compliance with its service
20 obligations under paragraphs 14, 15 and 16 of this Order within five business days of doing so.

21 18. Service of the General Bar Dates Notice Package and the Sexual Abuse Claim
22 Notice Package in the manner set forth in this Order is and shall be deemed to be good and
23 sufficient notice of the Bar Dates to all known claimants.

24 19. The Debtor shall take the following additional measures, and file a certification
25 with this Court attesting to taking such measure, within three (3) business days of doing so, to
26 disseminate information relating to the General Bar Date as soon as practicable following entry of
27 this Order:
28

- 1 (i) Beginning within five (5) business days of the entry of this Order and at
2 least through the General Bar Date, the Debtor will cause prominent, one-
3 click links to the Sexual Abuse Claim Notice Package to be posted on the
4 case management website maintained by the Claims Agent.
- 5 (ii) The Debtor will establish and maintain, or cause the Claims Agent to
6 establish and maintain, a telephone number which may be used by claimants
7 to ask questions or to request copies of the Sexual Abuse Claim Notice
8 Package, or parts thereof.
- 9 (iii) Beginning within five (5) business days of entry of this Order and at least
10 through the General Bar Date, the Debtor will cause, to the Debtor's
11 reasonable best efforts, links to the Sexual Abuse Claim Notice Package to
12 be posted on the website homepage of (a) the Debtor and (b) each sponsored
13 ministry, diocese, church, parish or other entity affiliated with the Debtor.
- 14 (iv) Beginning within five (5) business days of entry of this Order and until the
15 General Bar Date, the Debtor will cause, to the Debtor's reasonable best
16 efforts, the Sexual Abuse Claim Notice Package to be posted on a Facebook
17 or X (f/k/a Twitter) account maintained by each sponsored ministry,
18 diocese, church, parish or other entity affiliated with the Debtor in a pinned
19 posting and/or church bulletin.
- 20 (v) The Debtor will mail a copy of the Sexual Abuse Claim Notice Package to
21 each sponsored ministry, diocese, church, parish or other entity affiliated
22 with the Debtor with a request to display versions of the Sexual Abuse Bar
23 Date Notice written in English, Spanish, and Vietnamese in a prominent
24 place until expiration of the General Bar Date.
- 25 (vi) The Debtor will cause a copy of the Publication Notice to be published no
26 less than two times before June 15, 2024 in the:
- 27 • Wall Street Journal Western Edition
 - 28 • Seattle Times
 - Spokesman-Review
 - Oregonian
 - Statesman Journal
 - Contra Costa Times
 - San Francisco Chronicle
 - Mercury News
 - Alameda Times Star
 - Sacramento Bee
 - The Californian
 - Fresno Bee
 - San Luis Obispo Tribune

- Monterrey Herald
- Los Angeles Times
- Orange County Register
- Santa Barbara Independent
- San Diego Union Tribune
- Record Gazette
- Arizona Republic
- Arizona Daily Star
- Gallup Independent
- Las Cruces Sun News
- Albuquerque Journal
- Las Vegas Review Journal
- Pueblo Chieftain
- Daily Herald

20. The Debtor and the Claims Agent are authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate the terms of this Order.

21. The entry of this Order is without prejudice to the right of the Debtor to seek a further order of this Court fixing a date by which holders of claims or interests not subject to the Bar Dates established herein must file proofs of claim or be barred from doing so.

22. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

23. The Court has approved a process whereby information that is in many cases mandatory is being voluntarily provided. The Court reserves the right to monitor and possibly modify the claims allowance process, including, but not limited to, the information to be provided in the Supplement.

****END OF ORDER****

COURT SERVICE LIST

All ECF Recipients.

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14 *Attorneys for Debtor and Debtor in Possession,*
15 *Franciscan Friars California, Inc.*

16 **UNITED STATES BANKRUPTCY COURT**
17 **NORTHERN DISTRICT OF CALIFORNIA**
18 **OAKLAND DIVISION**

19 *In re:*

20 FRANCISCAN FRIARS OF CALIFORNIA,
21 INC.,

22 Debtor.

Case No. 23-41723 WJL

Chapter 11

**NOTICE OF DEADLINES REQUIRING
FILING OF PROOFS OF CLAIM**

Judge: Hon. William J. Lafferty

23 **TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST FRANCISCAN FRIARS**
24 **OF CALIFORNIA, INC. (THE “DEBTOR”):**

25 The General Bar Date. The United States Bankruptcy Court for the Northern District of
26 California, Oakland Division (the “Court”) has entered an order (the “Bar Date Order”)
27 establishing July 19, 2024 at 5:00 p.m., prevailing Pacific Time as the last date and time for each
28

1 person (including “**Governmental Units**,” as defined in section 101(27) of the Bankruptcy Code¹)
2 to file a proof of claim (such deadline, the “**General Bar Date**”) against the Debtor. The General
3 Bar Date and the procedures set forth below for filing proofs of claim apply to all claims against
4 the Debtor that arose before December 31, 2023 (the “**Petition Date**”), the date on which the
5 Debtor commenced its case under chapter 11 of the Bankruptcy Code, excluding claims held by
6 those listed in Section 4 below that are specifically excluded from the Bar Date filing requirement.

7 **The Rejection Damages Bar Date.** Counterparties to the Debtor’s executory contracts and
8 unexpired leases have until the later of (i) the General Bar Date and (ii) 5:00 p.m. (prevailing
9 Pacific Time) on the date that is thirty (30) days after entry of the order authorizing the rejection
10 of such contract or lease (the “**Rejection Damages Bar Date**”), to file proofs of claim for rejection
11 damages against the Debtor.

12 **The Amended Schedules Bar Date.** With respect to amendments or supplements to the
13 Debtor’s schedules of assets and liabilities (the “**Schedules**”), claimants affected by any
14 amendments or supplements to the Debtors schedules of assets and liabilities must file proofs of
15 claim on or before (i) the General Bar Date and (ii) 5:00 p.m. (prevailing Pacific Time) on the date
16 that is thirty (30) days from the date on which the Debtor provides notice of previously unfiled
17 Schedules (as defined herein) or an amendment or supplement to the Schedules (the “**Amended**
18 **Schedules Bar Date**” and together with the General Bar Date and the Rejection Damages Bar
19 Date, the “**Bar Dates**”), to file proofs of claim against the Debtor.

20 **1. WHO MUST FILE A PROOF OF CLAIM**

21 You MUST file a proof of claim to vote on a chapter 11 plan or to share in distributions
22 from the Debtor’s bankruptcy estate if you have a claim that arose before the Petition Date, and it
23 is not one of the types of claims described in Section 4 below. Claims based on acts or omissions
24 of the Debtor that occurred before the Petition Date must be filed on or before the Bar Dates, even
25

26
27 ¹ 11 U.S.C. § 101 *et seq.* shall be referred to herein as the “**Bankruptcy Code**.”
28

1 if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated
2 or certain before the Petition Date.

3 Under section 101(5) of the Bankruptcy Code and as used in this notice, the word “claim”
4 means (a) a right to payment, whether or not such right is reduced to judgment, liquidated,
5 unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable,
6 secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such
7 breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced
8 to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

9 **2. WHAT TO FILE FOR ALL CLAIMS**

10 Claimants must complete and file the *Official Form 410 Proof of Claim* (the “**Official**
11 **Proof of Claim Form**”). If your claim is listed on the Schedules, the proof of claim form also sets
12 forth the amount of your claim as listed on the Schedules, and whether the claim is scheduled as
13 “disputed,” “contingent,” or “unliquidated.” You will receive a different proof of claim form for
14 each claim listed in your name on the Schedules. Additional proof of claim forms and instructions
15 may be obtained at (a) the website established by the Debtor’s Court-approved claims and noticing
16 agent, Donlin Recano & Company, Inc. (the “**Claims Agent**”), located at
17 <https://www.donlinrecano.com/ffc> or (b) the Bankruptcy Court’s website located at
18 www.uscourts.gov/forms/bankruptcy-forms.

19 **THE COURT HAS APPROVED SEPARATE PROCEDURES—AND A SINGLE**
20 **DEADLINE BY WHICH CLAIMS MUST BE FILED—FOR CLAIMANTS ALLEGING**
21 **SEXUAL ABUSE CLAIMS AS SET FORTH IN MORE DETAIL IN THE BAR DATE ORDER**
22 **AND THE SEXUAL ABUSE CLAIM BAR DATE NOTICE AVAILABLE AT THE CLAIMS**
23 **AGENT’S WEBSITE. IF YOU BELIEVE YOU HOLD A CLAIM ARISING OUT OF SEXUAL**
24 **ABUSE FOR WHICH THE DEBTOR IS LIABLE, YOU SHOULD CONTACT COUNSEL FOR**
25 **THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, LOWENSTEIN**
26 **SANDLER LLP AND KELLER BENVENUTTI KIM LLP, BY SENDING AN EMAIL TO**
27 **BRENT WEISENBERG AT BWEISENBERG@LOWENSTEIN.COM OR GABRIELLE**
28

1 **ALBERT AT GALBERT@KBKLLP.COM.**

2 All proof of claim forms must be signed by the claimant or his or her counsel or, if the
3 claimant is not an individual, by an authorized agent of the claimant. It must be written in English
4 and be denominated in United States currency (using the exchange rate, if applicable, as of the
5 Petition Date). You also should attach to your completed proof of claim any documents on which
6 the claim is based (if voluminous, also attach a summary) or explanation as to why the documents
7 are not available.

8 Your proof of claim form must not contain complete social security numbers or taxpayer
9 identification numbers (only the last four (4) digits), a complete birth date (only the year), the name
10 of a minor (only the minor's initials), or a financial account number (only the last four (4) digits
11 of such account number).

12 **3. WHEN AND WHERE TO FILE**

13 All proofs of claim must be filed so as to be received on or before **July 19, 2024 at 5:00**
14 **p.m.** (prevailing Pacific Time) as follows:

15 (i) Electronically through the website for this Chapter 11 Case hosted by Donlin,
16 Recano & Company, Inc. (the "**Claims Agent**") at:

17 (i) <https://www.donlinrecano.com/Clients/ffc/FileClaim> for General
18 Claims, or

19 (ii) <https://www.donlinrecano.com/Clients/ffc/FileSurvivorClaim> for
20 Sexual Abuse Claims, by following the instructions for filing proofs
21 of claim electronically set forth on that website.

22 (ii) By mail through the United States Postal Service to:

23 Donlin, Recano & Company, Inc.
24 Re: Franciscan Friars of California, Inc.
25 P.O. Box 2053
26 New York, NY 10272-2042

27 (iii) By overnight mail or hand-delivery to the Claims Agent at the following address:

28 Donlin, Recano & Company, Inc.
c/o Equiniti
Re: Franciscan Friars of California, Inc.
48 Wall Street, 22nd Floor
New York, NY 10005

1 Proofs of claim will be deemed filed only when actually received at the addresses listed
2 above or via the electronic filing system on or before the applicable Bar Date. Proofs of claim
3 may not be delivered by facsimile, telecopy, or electronic mail transmission.

4 **4. CLAIMS FOR WHICH PROOFS OF CLAIM NEED NOT BE FILED**

5 The Bar Date Order further provides that the following entities, whose claims otherwise
6 would be subject to the General Bar Date, need not file proofs of claim:

- 7 (a) any person or entity that already has filed a proof of claim against the Debtor
8 in a form substantially similar to Official Bankruptcy Form No. 410;
- 9 (b) any person or entity whose claim is listed on the Schedules filed by the
10 Debtor, provided that (i) the claim is not scheduled as “disputed”,
11 “contingent”, or “unliquidated” and (ii) the claimant does not disagree with
12 the amount, nature and priority of the claim as set forth in the Schedules;
- 13 (c) any holder of a claim that heretofore has been allowed by Order of this
14 Court;
- 15 (d) any person or entity whose claim has been paid in full by the Debtor prior
16 to the Bar Dates;
- 17 (e) any holder of a claim for which specific deadlines have previously been
18 fixed by this Court;
- 19 (f) any officer, director, employee, or independent contractor of the Debtor
20 who held such position as of the Petition Date and has a claim against the
21 Debtor for indemnification, contribution, or reimbursement; provided,
22 however, that any of the foregoing parties that wishes to assert a claim other
23 than a claim arising from or relating to indemnification, contribution, or
24 reimbursement will be required to file a proof of claim by the General Bar
25 Date, unless another exception identified in this section 4 applies; and
- 26 (g) the United States Trustee regarding a claim for quarterly fees under 28
27 U.S.C. § 1930(a)(6).

21 This Notice is being sent to many persons and entities that have had some relationship with
22 or have done business with the Debtor but may not have an unpaid claim against the Debtor. The
23 fact that you have received this Notice does not mean that you have a claim or that the Debtor or
24 the Court believe that you have a claim against the Debtor.

25 **5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

26 If you have a claim arising out of the rejection of an executory contract or unexpired lease,
27 you must file your claim by the applicable Rejection Damages Bar Date (as defined herein).

1 **6. AMENDMENTS TO THE DEBTOR'S SCHEDULES**

2 If you have a claim arising out of any amendments that the Debtor files to its Schedules,
3 you must file it by the Amended Schedules Bar Date (as defined herein).

4 **7. CONSEQUENCES OF FAILURE TO FILE A CLAIM**

5 ANY HOLDER OF A CLAIM THAT IS NOT EXEMPTED FROM THE
6 REQUIREMENTS OF THIS NOTICE, AS SET FORTH IN SECTION 4 ABOVE, AND THAT
7 FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM SHALL NOT
8 BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR THE PURPOSES
9 OF VOTING ON ANY PLAN OF REORGANIZATION FILED IN THIS CASE AND
10 PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTOR'S CASES ON ACCOUNT OF
11 SUCH CLAIM.

12 **8. THE DEBTOR'S SCHEDULES AND ACCESS THERETO**

13 To determine if and how you are listed on the Schedules, please refer to the descriptions
14 set forth on the enclosed proof of claim form(s) regarding the nature, amount, and status of your
15 claim(s).

16 IF YOU RELY ON THE DEBTOR'S SCHEDULES OR THE ENCLOSED PROOF OF
17 CLAIM FORM(S), IT IS YOUR RESPONSIBILITY TO DETERMINE THAT THE CLAIM
18 ACCURATELY IS LISTED ON THE SCHEDULES.

19 As set forth above, if you agree with the nature, amount, and status of your claim as listed
20 in the Schedules, and if your claim is not described as "disputed," "contingent," or "unliquidated,"
21 you need not file a proof of claim. Otherwise, or if you decide to file a proof of claim, you must
22 do so before the applicable Bar Date, in accordance with the procedures set forth in this notice.

23 Copies of the Schedules are available for inspection on (a) the website established by the
24 Claims Agent at <https://donlinrecano.com/Clients/ffc/Static/SOALS> and (b) on the Bankruptcy
25 Court's website at <http://www.canb.uscourts.gov>. A login and password to the Court's Public
26 Access to Electronic Records ("**PACER**") are required to access this information on the Court's
27 website and can be obtained through the PACER Service Center at <http://www.pacer.gov>. Copies
28

1 of the Schedules also may be examined between the hours of 9:00 a.m. and 4:30 p.m., Monday
2 through Friday at the Office of the Clerk of the Bankruptcy Court, located at 1300 Clay Street,
3 Suite 300, Oakland, CA 94612. Copies of the Schedules also may be obtained by request to the
4 Claims Agent:

5 Donlin Recano & Company, Inc.
6 Re: Franciscan Friars of California, Inc.
7 P.O. Box 2053
New York, NY 10272-2042

8 **9. ADDITIONAL INFORMATION**

9 If you have any questions regarding the claims process and/or you wish to obtain a copy
10 of the proof of claim form, or related documents you may do so by: (i) calling Donlin Recano &
11 Company, Inc. at (888) 444-4055; (ii) visiting the Debtor's restructuring website at
12 <https://www.donlinrecano.com/ffc>; and/or (iii) emailing inquiries to ffcinfo@drc.equiniti.com.
13 Please note that the Claims Agent cannot offer legal advice or advise whether you should file a
14 proof of claim.

15 **A HOLDER OF A POSSIBLE CLAIM AGAINST THE DEBTOR SHOULD**
16 **CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS**
17 **NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A PROOF OF CLAIM.**

18 Dated: May 28, 2024

19 BINDER MALTER HARRIS & ROME-
20 BANKS LLP

21 By: /s/ Robert G. Harris
22 Robert G. Harris

23 *Attorneys for Debtor in Possession,*
24 *Franciscan Friars of California, Inc.*

Fill in this information to identify the case:

Debtor Franciscan Friars of California, Inc.

United States Bankruptcy Court for the Northern District of California

Case number 23-41723

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Name of the current creditor (the person or entity to be paid for this claim) _____

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☐ No

☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

Country _____

Contact phone _____

Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____

Where should payments to the creditor be sent? (if different)

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

Country _____

Contact phone _____

Contact email _____

4. Does this claim amend one already filed?

☐ No

☐ Yes. Claim number on court claims registry (if known) _____

Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☐ No

☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☐ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?

\$ _____

Does this amount include interest or other charges?

☐ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured?

☐ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☐ No

☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff?

☐ No

☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☐ Yes. Check all that apply:

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
MM / DD / YYYY

Signature _____

Print the name of the person who is completing and signing this claim:

Name

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Number

Street

City

State

ZIP Code

Country

Contact phone

Email

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.

18 U.S.C. §§ 152, 157 and 3571

How to fill out this form

■ Fill in all of the information about the claim as of the date the case was filed.

■ Fill in the caption at the top of the form.

■ If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.

■ Attach any supporting documents to this form.

Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).

■ Do not attach original documents because attachments may be destroyed after scanning.

■ If the claim is based on delivery health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:

IF BY U.S. POSTAL SERVICE MAIL

Donlin, Recano & Company, Inc.
Re: Franciscan Friars of California, Inc.
P.O. Box 2053
New York, NY 10272-2042

IF BY HAND DELIVERY OR OVERNIGHT DELIVERY:

Donlin, Recano & Company, Inc.
c/o Equiniti
Re: Franciscan Friars of California, Inc.
48 Wall Street, 22nd Floor
New York, NY 10005

Alternatively, your claim can be filed electronically at

- (i) <https://www.donlinrecano.com/Clients/ffc/FileClaim> for General Claims (defined in the *Order Establishing Deadlines For Filing Proofs Of Claim And Approving The Form And Manner Of Notice Thereof*), or
- (ii) <https://www.donlinrecano.com/Clients/ffc/FileSurvivorClaim> for Sexual Abuse Claims (defined in the *Order Establishing Deadlines For Filing Proofs Of Claim And Approving The Form And Manner Of Notice Thereof*).

■ A **Proof of Claim** form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.

■ For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form or you may view a list of filed claims in this case by visiting the Claims and Noticing and Agent's website at <https://www.donlinrecano.com/Clients/ffc/ClaimsSearch>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing that bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity to who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. §101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Do not file these instructions with your form.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.