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A Limited Liability Partnership
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Attorneys for The Roman Catholic Bishop of
Sacramento

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

In re
THE ROMAN CATHOLIC BISHOP OF
SACRAMENTO,

Debtor and
Debtor in Possession.

Case No. 24-21326
Chapter 11

**STIPULATED TOLLING AGREEMENT
BETWEEN THE ROMAN CATHOLIC
BISHOP OF SACRAMENTO, THE
OFFICIAL COMMITTEE OF UNSECURED
CREDITORS, AND CATHOLIC ENTITIES**

[No Hearing Required]

1 The Roman Catholic Bishop of Sacramento (“Debtor”), the Official Committee of
2 Unsecured Creditors of the Debtor (the “Committee”), and the potential recipients of transfers from
3 the Debtor identified in *Exhibit A* attached to the Exhibit List (the “Catholic Entities”) (the Debtor,
4 Committee, and Catholic Entities collectively, the “Parties” and each, individually, a “Party”), by
5 and through their counsel, hereby executed this *Stipulated Tolling Agreement Between the Roman*
6 *Catholic Bishop of Sacramento, the Official Committee of Unsecured Creditors, and Catholic*
7 *Entities* (this “Agreement”), and stipulate as follows:

8 **RECITALS**

9 A. On April 1, 2024 (the “Petition Date”), the Debtor filed a voluntary petition under
10 chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et. seq. (the “Bankruptcy
11 Code”).

12 B. The Debtor is operating its businesses and managing its property as debtor and
13 debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

14 C. On April 12, 2024, the Office of the United States Trustee appointed the Committee.

15 D. Prior to the Petition Date, the Debtor engaged in certain transactions with the
16 Catholic Entities, including the Catholic Entities that are signatories to this Agreement. The
17 Committee has requested additional time to review documents and information and to confer with
18 the Debtor and the Catholic Entities, relating to potential claims that the Debtor or its authorized
19 representative may have against the Catholic Entities under applicable state law, and/or one or
20 more of Bankruptcy Code sections 544, 547, 548 and 550 (any such claim, however asserted, an
21 “Avoidance Claim”).

22 E. The Debtor and the Committee desire to forestall the filing of an Avoidance Claim
23 by the Debtor or other authorized representative in order to allow time for additional research and
24 potential resolution of any potential disputes, and avoid any prejudice arising from the passage of
25 time in bringing a potential Avoidance Claim.

26 **NOW, THEREFORE**, the Parties hereby agree:

27 1. The foregoing recitals are incorporated by reference into this Agreement.

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1 2. The term of this Agreement shall be from January 1, 2026 (“Effective Date”) to and
2 including January 1, 2027. The term of this Agreement may be extended by mutual written
3 agreement among the parties.

4 3. During the term of this Agreement, all applicable statutes of limitations and other
5 legal or equitable defenses based upon the passage of time, as they existed on the Effective Date,
6 for any Avoidance Claims, shall be tolled with respect to any cause of action, claim, counter-claim
7 or cross-claim, however asserted, hereafter brought by any of the Parties or their authorized
8 representative(s).

9 4. For the avoidance of any doubt, the Parties intend that the limitations period
10 established by any applicable state law and/or section 546(a) of the Bankruptcy Code during which
11 the Debtor, any trustee, or any successor or authorized representative of the Debtor or trustee
12 (including, without limitation, the Committee to the extent the Committee might be granted standing
13 by the Bankruptcy Court to pursue any Avoidance Claims in the place of the Debtor or any trustee)
14 may bring an Avoidance Claim, is extended and tolled for not less than twelve (12) months after the
15 Effective Date.

16 5. The Parties further intend that any limitations period that requires a Catholic Entity
17 to file a claim under section 502(h) of the Bankruptcy Code is extended and tolled for not less than
18 thirty (30) days after any order or final resolution of an Avoidance Claim.

19 6. To the extent that an affiliate or insider of the Debtor is a recipient of a transfer prior
20 to the Petition Date, but is not listed in the attached Exhibit A, the Parties hereby agree: (i) to refrain
21 from objecting to the assertion of an Avoidance Claim against such an affiliate or insider on the
22 basis that they are not listed in Exhibit A, or on the basis that they are not a signatory to this
23 Agreement; and (ii) that this Agreement will otherwise apply to that affiliate or insider to the fullest
24 extent permitted by law.

25 7. On expiration of the term of this Agreement, all applicable statutes of limitations and
26 other defenses based on the passage of time shall again commence running; provided, however, that
27 in computing any period of time under such statute of limitations or other defenses, the tolling period
28 specified by the terms of this Agreement shall be excluded.

1 8. Nothing contained in this Agreement shall revive, in whole or in part, any claim that
2 had already expired or was already time-barred as of the Effective Date.

3 9. This Agreement is not intended, and shall not be construed, as an undertaking by any
4 of the Parties to refrain from suit against any other of the Parties, nor shall the execution of this
5 Agreement operate in any way as an admission of liability or responsibility, or of the existence or
6 non-existence of any Avoidance Claims.

7 10. Each person executing this Agreement represents that they have the requisite legal
8 authority to bind the party on whose behalf they are executing this Agreement.

9 11. The Parties explicitly stipulate and agree that section 546(a) of the Bankruptcy Code
10 is a statute of limitations, not a statute of repose, and that the limitations period established thereby
11 can be tolled through agreement by the Parties and is tolled by this Agreement. The Parties waive
12 any right to assert that section 546(a) of the Bankruptcy Code is a statute of repose.

13 12. The Parties acknowledge they have had the opportunity to consult with counsel
14 regarding the meaning and effect of this Agreement.

15 13. The Parties agree that any claim or dispute between them regarding the enforcement
16 or interpretation of this Agreement shall be resolved by the Bankruptcy Court. The Parties expressly
17 submit to the jurisdiction of the Bankruptcy Court for the purpose of litigating all such claims and
18 disputes and consent to entry of final judgment by the Bankruptcy Court with respect to this
19 Agreement.

20 14. This Agreement shall be governed, construed, and interpreted in accordance with the
21 laws of the State of California.

22 15. The Parties each agree that the exchange of promises in this Agreement including,
23 without limitation, their agreement to continue good-faith efforts to resolve their differences with
24 regard to the Avoidance Claim and in the Bankruptcy Case more generally, serves as sufficient
25 consideration for this Agreement. The Parties waive any argument or defense that this Agreement
26 is invalid or unenforceable due to a lack of consideration.

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1 16. This Agreement may be executed in counterparts, including by electronic mail,
2 facsimile or electronically delivered signatures (including DocuSign), each of which shall be
3 deemed an original, and all of which taken together shall constitute one and the same instrument.

4 **IT IS SO STIPULATED.**

5
6 Dated: December 9, 2025

THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS

7
8 By: /s/ Andrew J. Glasnovich
 Andrew J. Glasnovich
9 Stinson LLP
10 Attorneys for the Official Committee
 of Unsecured Creditors

11
12 Dated: January 12, 2026

FELDERSTEIN FITZGERALD
WILLOUGHBY PASCUZZI & RIOS

13
14 By: /s/ Paul J. Pascuzzi
 Paul J. Pascuzzi
15 Counsel for The Roman Catholic
 Archbishop of San Francisco

16
17 Dated: December 9, 2025

WOMBLE BOND DICKINSON (USA) LLP

18 By: /s/ Robert Charles
 Robert Charles
19 Counsel for Catholic Foundation of
20 the Diocese of Sacramento, Inc., The
21 ONE Campaign of the Diocese of
22 Sacramento, Inc.; The Parochial
23 Fund, Inc.; The Catholic Funeral and
 Cemetery Services of the Diocese of
 Sacramento, Inc.; St. Patrick's Fund
 for Children, Inc.

24 Dated: December 9, 2025

WILKE FLEURY LLP

25 By: /s/ Steve Williamson
 Steve Williamson
26 Counsel for Counsel for The Parishes
27 and Related Schools Listed on Exhibit
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Dated: January 5, 2026

DOWNEY BRAND LLP

By: /s/ Jamie P. Dreher
 Jamie P. Dreher
 Counsel for St. Francis Catholic High
 School of the Diocese of Sacramento,
 Inc.

Dated: December 12, 2025

BOUTIN JONES, INC.

By: /s/Thomas G. Mouzes
 Thomas G. Mouzes
 Counsel for St. Patrick-St. Vincent
 Catholic High School of the Diocese
 of Sacramento, Inc.

Dated: December 11, 2025

NUTI-HART LLP

By: /s/ Gregory C. Nuti
 Gregory C. Nuti
 Counsel for Sacramento Food Bank &
 Family Services

Dated: January 12, 2026

RUTAN TUCKER LLP

By: /s/ Roger F. Friedman
 Roger F. Friedman
 Counsel for Northern Valley Catholic
 Social Service, Inc.

Dated: December __, 2025

CATHOLIC CHARITIES OF
SACRAMENTO, INC.

By: _____
Its: _____

Dated: December __, 2025

CATHOLIC CHARITIES OF YOLO-
SOLANO, INC.

By: _____
Its: _____

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Dated: December __, 2025

NUTI-HART LLP

By: /s/
Gregory C. Nuti
Counsel for Sacramento Food Bank &
Family Services

Dated: December __, 2025

RUTAN TUCKER LLP

By: /s/
Roger F. Friedman
Counsel for Northern Valley Catholic
Social Service, Inc.

Dated: December __, 2025

CATHOLIC CHARITIES OF
SACRAMENTO, INC.

By: _____
Its: _____

Dated: December 31, 2025

CATHOLIC CHARITIES OF YOLO-
SOLANO, INC.

By: [Signature]
Its: John Wattins, Executive Director

Dated: December __, 2025

MOTHER TERESA MATERNITY HOME,
INC.

By: _____
Its: _____

Dated: December __, 2025

UPPER ROOM DINING HALL, INC.

By: _____
Its: _____

Dated: December __, 2025

RANCHO CORDOVA FOOD LOCKER,
INC.

By: _____
Its: _____

Dated: December __, 2025

CAMP RECREATION, INC.

By: _____
Its: _____

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Dated: December __, 2025

NUTI-HART LLP

By: /s/
Gregory C. Nuti
Counsel for Sacramento Food Bank &
Family Services

Dated: December __, 2025

RUTAN TUCKER LLP

By: /s/
Roger F. Friedman
Counsel for Northern Valley Catholic
Social Service, Inc.

Dated: December __, 2025

CATHOLIC CHARITIES OF
SACRAMENTO, INC.

By: _____
Its: _____

Dated: December __, 2025

CATHOLIC CHARITIES OF YOLO-
SOLANO, INC.

By: _____
Its: _____

January 6, 2026
Dated: ~~December~~ __, 2025

MOTHER TERESA MATERNITY HOME,
INC.

By: Karen Hota
Its: Brenda Chen

Dated: December __, 2025

UPPER ROOM DINING HALL, INC.

By: _____
Its: _____

Dated: December __, 2025

RANCHO CORDOVA FOOD LOCKER,
INC.

By: _____
Its: _____

Dated: December __, 2025

CAMP RECREATION, INC.

By: _____
Its: _____

Its: _____

Its: _____

1 Dated: December __, 2025

NUTI-HART LLP

2

By: /s/

3

Gregory C. Nuti

4

Counsel for Sacramento Food Bank &
Family Services

5 Dated: December __, 2025

RUTAN TUCKER LLP

6

By: /s/

7

Roger F. Friedman

8

Counsel for Northern Valley Catholic
Social Service, Inc.

9

10 Dated: December __, 2025

CATHOLIC CHARITIES OF
SACRAMENTO, INC.

11

By: _____

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Its: _____

13 Dated: December __, 2025

CATHOLIC CHARITIES OF YOLO-
SOLANO, INC.

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By: _____

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Its: _____

16 Dated: December __, 2025

MOTHER TERESA MATERNITY HOME,
INC.

17

By: _____

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Its: _____

20 Dated: December __, 2025

UPPER ROOM DINING HALL, INC.

21

By: _____

22

Its: _____

23 Dated: December __, 2025

RANCHO CORDOVA FOOD LOCKER,
INC.

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By: _____

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Its: _____

26 Dated: December ²²__, 2025

CAMP RECREATION, INC.

27

By: Carrie B. Dodd

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Its: camp director

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Dated: December 8, 2025

RADIO SANTISIMO SACRAMENTO,
INC.

By: Lorena Albarran 
Its: Director

Dated: December __, 2025

THE SAN JUAN DIEGO CENTER, INC.

By: _____
Its: _____

Dated: December __, 2025

THE SUCCEED ACADEMY OF THE
DIOCESE OF SACRAMENTO

By: _____
Its: _____

Dated: December __, 2025

CATHOLIC SCHOOLS ASSOCIATION OF
SACRAMENTO, INC.

By: _____
Its: _____

Dated: December __, 2025

CATHOLIC SCHOOLS OF THE
NORTHERN SACRAMENTO VALLEY,
INC.

By: _____
Its: _____

Dated: December __, 2025

CATHOLIC SCHOOLS OF SOLANO, INC.

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Dated: December __, 2025

RADIO SANTISIMO SACRAMENTO,
INC.

By: _____

Its: _____

Dated: December __, 2025

THE SAN JUAN DIEGO CENTER, INC.

By: DAVID Soto

Its: _____

Dated: December __, 2025

THE SUCCEED ACADEMY OF THE
DIOCESE OF SACRAMENTO

By: _____

Its: _____

Dated: December __, 2025

CATHOLIC SCHOOLS ASSOCIATION OF
SACRAMENTO, INC.

By: _____

Its: _____

Dated: December __, 2025

CATHOLIC SCHOOLS OF THE
NORTHERN SACRAMENTO VALLEY,
INC.

By: _____

Its: _____

Dated: December __, 2025

CATHOLIC SCHOOLS OF SOLANO, INC.

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Dated: December __, 2025

RADIO SANTISIMO SACRAMENTO,
INC.

By: _____
Its: _____

Dated: December __, 2025

THE SAN JUAN DIEGO CENTER, INC.

By: _____
Its: _____

Dated: December 8, 2025

THE SUCCEED ACADEMY OF THE
DIOCESE OF SACRAMENTO

By:  _____
Its: Board Chair

Dated: December 8, 2025

CATHOLIC SCHOOLS ASSOCIATION OF
SACRAMENTO, INC.

By:  _____
Its: Board Chair

Dated: December __, 2025

CATHOLIC SCHOOLS OF THE
NORTHERN SACRAMENTO VALLEY,
INC.

By: _____
Its: _____

Dated: December __, 2025

CATHOLIC SCHOOLS OF SOLANO, INC.

By: _____
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Dated: December __, 2025

RADIO SANTISIMO SACRAMENTO,
INC.

By: _____
Its: _____

Dated: December __, 2025

THE SAN JUAN DIEGO CENTER, INC.

By: _____
Its: _____

Dated: December __, 2025

THE SUCCEED ACADEMY OF THE
DIOCESE OF SACRAMENTO

By: _____
Its: _____

Dated: December __, 2025

CATHOLIC SCHOOLS ASSOCIATION OF
SACRAMENTO, INC.

By: _____
Its: _____

Dated: December 8, 2025

CATHOLIC SCHOOLS OF THE
NORTHERN SACRAMENTO VALLEY,
INC.

By: John S. Kennedy
Its: Board President

Dated: December __, 2025

CATHOLIC SCHOOLS OF SOLANO, INC.

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Its: _____

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Dated: December __, 2025

RADIO SANTISIMO SACRAMENTO,
INC.

By: _____
Its: _____

Dated: December __, 2025

THE SAN JUAN DIEGO CENTER, INC.

By: _____
Its: _____

Dated: December __, 2025

THE SUCCEED ACADEMY OF THE
DIOCESE OF SACRAMENTO

By: _____
Its: _____

Dated: December __, 2025

CATHOLIC SCHOOLS ASSOCIATION OF
SACRAMENTO, INC.

By: _____
Its: _____

Dated: December __, 2025

CATHOLIC SCHOOLS OF THE
NORTHERN SACRAMENTO VALLEY,
INC.

By: _____
Its: _____

Dated: December 9, 2025

CATHOLIC SCHOOLS OF SOLANO, INC.

By: Heidi Spiller
Its: Board Chair