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*Proposed Counsel for the Debtor
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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

In re:

THE ROMAN CATHOLIC BISHOP OF
OAKLAND, a California corporation sole,

Debtor.

Case No. 23-40523

Chapter 11

**DEBTOR'S APPLICATION FOR ENTRY OF
AN ORDER (I) AUTHORIZING AND
APPROVING THE APPOINTMENT OF
KURTZMAN CARSON CONSULTANTS
LLC AS CLAIMS AND NOTICING AGENT,
AND (II) GRANTING RELATED
RELIEF**

Judge: Hon. William J. Lafferty

Date: TBD

Time: TBD

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



1 The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor
2 in possession (the “Debtor” or “RCBO”) in the above-captioned chapter 11 bankruptcy case (the “Chapter
3 11 Case” or the “Bankruptcy Case”), hereby files this application (the “Application”) for the entry of an
4 order, pursuant to section 156(c) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the
5 “Bankruptcy Code”) and Rules 9013-1(a) and 5075-1(b) of the Federal Rules of Bankruptcy Procedure
6 (the “Bankruptcy Rules”): (a) appointing Kurtzman Carson Consultants LLC (“KCC”) as claims and
7 noticing agent (the “Claims and Noticing Agent”) for the Debtor in this Bankruptcy Case effective as of
8 the Petition Date (as defined herein) including assuming full responsibility for the distribution of notices
9 and the maintenance, processing, and docketing of proofs of claim filed in the Debtor’s Bankruptcy Case,
10 and (b) granting related relief. In support of this Application, the Debtor submits the Declaration of Robert
11 Jordan (the “Jordan Declaration”), filed concurrently herewith. The Debtor submits, based on all
12 engagement proposals obtained and reviewed, that KCC’s rates are competitive and reasonable given
13 KCC’s quality of services and expertise. The terms of KCC’s retention are set forth in the Services
14 Agreement attached to the proposed order as **Exhibit 1** (the “Services Agreement”).

15 By separate application, the Debtor will seek authorization to retain and employ KCC as
16 administrative advisor in the Bankruptcy Case pursuant to section 327(a) of the Bankruptcy Code because
17 the administration of this Bankruptcy Case will require KCC to perform duties outside the scope of 28
18 U.S.C. § 156(c).

19 By a separate application, the Debtor is requesting an order shortening time for notice and setting
20 a hearing on this matter and other first day motions on an expedited basis.

21 A proposed form of order granting the relief requested herein (the “Order”) is attached hereto as
22 **Exhibit A**. In further support of this Application, the Debtor submits the *Declaration of Charles Moore,*
23 *Managing Director of Alvarez & Marsal North America, LLC, Proposed Restructuring Advisor to the*
24 *Roman Catholic Bishop of Oakland, in Support of Chapter 11 Petition and First Day Pleadings* (the “First
25 Day Declaration”) filed concurrently herewith and fully incorporated herein by reference, and the
26 accompanying memorandum of points and authorities set forth below.

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28 APPLICATION TO APPOINT CLAIMS AND NOTICING AGENT

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**
3 **JURISDICTION**

4 1. The United States Bankruptcy Court for the Northern District of California (this “Court”) has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b), the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order No. 24 (N.D. Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California (the “Bankruptcy Local Rules”). Venue for this matter is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

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10 2. The legal bases for the relief requested herein are section 156(c) of the Bankruptcy Code and Bankruptcy Rules 9013-1(a) and 5075-1(b).

11 **II.**
12 **BACKGROUND**

13 3. On the date of this Motion (the “Petition Date”), the Debtor caused its attorneys to file a voluntary petition for chapter 11 bankruptcy relief under 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, examiner, or statutory committee has been appointed in this Chapter 11 Case.

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18 4. 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.

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21 5. Additional information regarding the Debtor, its mission, ministries, and operations, and the events and circumstances preceding the Petition Date is set forth in the First Day Declaration.

22 **III.**
23 **RELIEF REQUESTED**

24 6. By this Application, the Debtor seeks entry of an Order, substantially in the form attached hereto as **Exhibit A**, engaging and appointing KCC as the Debtor’s claims and noticing agent in this Chapter 11 Case effective as of the Petition Date. Among other things, KCC will be responsible for the

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28 APPLICATION TO APPOINT CLAIMS AND NOTICING AGENT

1 distribution of notices, the maintenance of a case website, the administration, maintenance, processing,
2 and docketing of proofs of claim in the Chapter 11 Case. The terms of KCC's retention are set forth in the
3 services agreement (the "Services Agreement"), which is attached as **Exhibit 1** to the proposed Order. For
4 the avoidance of doubt, KCC is seeking approval of its engagement based solely on the terms and
5 provisions as set forth in this Application and the proposed Order attached hereto.

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7 **IV.**
8 **QUALIFICATIONS**

9 7. KCC is a leading chapter 11 administrator. It is comprised of industry professionals with
10 significant experience in both the legal and administrative aspects of large, complex chapter 11 cases.
11 KCC has acted as the official claims and noticing agent in many large bankruptcy cases in this district and
12 in other districts nationwide. KCC's cases in this district and others include: *In re Mariner Health Central,*
13 *Inc., et al.*, Case No. 4:22-bk-41079-WJL (Bankr. N.D. Cal. Sept. 20, 2022); *In re Borrego Community*
14 *Health Foundation*, Case No. 22-02384-11 (Bankr. S.D. Cal. Sep. 27, 2022); *In re Verity Health Systems*
15 *of California, Inc., et al.*, Case No. 2:18-bk-20151-ER (Bankr. C.D. Cal. Sep. 10, 2018); *In re Standayne*
16 *LLC, et al.*, Case No. 23-10207 (JTD) (Bankr. D. Del. Feb. 22, 2023); *In re Tricida, Inc.*, Case No. 23-
17 10024 (JTD) (Bankr. D. Del. Jan. 13, 2023); *In re Carestream Health, Inc., et al.*, Case No. 22-10778
18 (JKS) (Bankr. D. Del. Aug. 26, 2022); *In re First Guaranty Mortgage Corp., et al.*, Case No. 22-10584
19 (CTG) (Bankr. D. Del. Jul. 1, 2022); *In re Zosano Pharma Corp.*, Case No. 22-10506 (JKS) (Bankr. D.
20 Del. Jun. 6, 2022). By appointing KCC as the Claims and Noticing Agent in this Chapter 11 Case, the
21 distribution of notices and the processing of claims will be expedited, and the Office of the Clerk of the
22 Bankruptcy Court (the "Clerk") will be relieved of the administrative burden of processing any such
23 claims.

24 **V.**
25 **SERVICES TO BE PROVIDED BY KCC**

26 8. This application pertains only to the work to be performed by KCC under the Clerk's
27 delegation of duties as permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any work to be
28 performed by KCC outside of this scope is not covered by this application or by any order of the Court

APPLICATION TO APPOINT CLAIMS AND NOTICING AGENT

1 granting approval hereof.¹ Subject to the Court’s approval, at the request of the Debtor, and to the extent
2 necessary, KCC will perform the following tasks in its role as the Claims and Noticing Agent in this
3 Chapter 11 Case (collectively, the “Claims and Noticing Services”), as well as all quality control relating
4 thereto:

- 5 • prepare and serve required notices and documents in this Chapter 11 Case in accordance
6 with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by
7 the Debtor or the Court, including, without limitation: (i) notice of the commencement of
8 this Chapter 11 Case and the initial meeting of creditors under section 341(a) of the
9 Bankruptcy Code; (ii) notice of any claims bar date; (iii) notices of transfers of claims;
10 (iv) notices of objections to claims and objections to transfers of claims; (v) notices of any
11 hearings on a disclosure statement and confirmation of the Debtor’s chapter 11 plan or
12 plans, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any
13 plan; and (vii) all other notices, orders, pleadings, publications, and other documents as the
14 Debtor or Court may deem necessary or appropriate for an orderly administration of this
15 Chapter 11 Case;
- 16 • maintain an official copy of the Debtor’s schedules of assets and liabilities and statements
17 of financial affairs (collectively, the “Schedules”), listing the Debtor’s known creditors and
18 the amounts owed thereto;
- 19 • maintain a: (i) list of all potential creditors, equity holders, and other parties in interest and
20 (ii) “core” service list consisting of all parties described in Bankruptcy Rule 2002(i), (j),
21 and (k), any parties directed to be included by the Court, and those parties that have filed a
22 notice of appearance pursuant to Bankruptcy Rule 9010 and update said lists and make said
23 lists available upon request by a party-in-interest or the Clerk;
- 24 • furnish a notice to all potential creditors of the last date for filing proofs of claim and a
25 form for filing a proof of claim, after such notice and form are approved by the Court, and
26 notify such potential creditors of the existence, amount and classification of their respective
27 claims as set forth in the Schedules, which may be effected by inclusion of such information
28 (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party)
on a customized proof of claim form provided to potential creditors;
- maintain a post office box or address for the purpose of receiving claims and returned mail,
and process all mail received;
- for all notices, motions, orders, or other pleadings or documents served, prepare and file,
or cause to be filed, with the Clerk an affidavit or certificate of service within seven (7)
business days of service which includes: (i) either a copy of the notice served or the docket
number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was served
(in alphabetical order) with their mailing or email addresses as appropriate; (iii) the manner
of service; and (iv) the date served;

¹ As noted above, the Debtor plans to seek authorization to retain and employ KCC as administrative advisor in this Chapter 11 Case by separate application pursuant to section 327(a) of the Bankruptcy Code because the administration of this Chapter 11 Case will require KCC to perform duties outside the scope of 28 U.S.C. § 156(c).

- 1 • process all proofs of claim received, including those received by the Clerk, check said
2 processing for accuracy, and maintain the original proofs of claim in a secure area;
provide an electronic interface for filing proofs of claim;
- 3 • maintain the official claims register for the Debtor (the “Claims Register”) on behalf of the
4 Clerk, and, upon the Clerk’s request, provide the Clerk with certified, duplicate unofficial
Claims Registers;
- 5 • subject to any order the Court enters requiring the confidentiality, sealing, or redaction of
6 such information, specify in the Claims Register the following information for each claim
7 docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address
8 of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v)
9 the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.); and (vi)
any disposition of the claim;
- 10 • implement necessary security measures to ensure the completeness and integrity of the
11 Claims Registers and the safekeeping of the original claims;
- 12 • record all transfers of claims and provide any notices of such transfers, as required by
13 Bankruptcy Rule 3001(e);
- 14 • relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the
15 offices of KCC, not less than weekly;
- 16 • upon completion of the docketing process for all claims received to date for each case, turn
17 over to the Clerk copies of the Claims Register for the Clerk’s review (upon the Clerk’s
18 request);
- 19 • monitor the Court’s docket for all notices of appearance, address changes, and
20 claims-related pleadings and orders filed and make necessary notations on or changes to
21 the Claims Register and any service or mailing lists, including to identify and eliminate
22 duplicative names and addresses from such lists;
- 23 • assist in the dissemination of information to the public and respond to requests for
24 administrative information regarding this Chapter 11 Case as directed by the Debtor or the
25 Court, including through the use of a case website or call center;
- 26 • if this Chapter 11 Case is converted to a case under chapter 7 of the Bankruptcy Code,
27 contact the Clerk’s office within three (3) days of KCC receiving notice to KCC of entry
28 of the order of conversion;
- thirty (30) days prior to the close of this Chapter 11 Case, to the extent practicable, request
that the Debtor submits to the Court a proposed order dismissing KCC as Claims and
Noticing Agent and terminating its services in such capacity upon completion of its duties
and responsibilities and upon the closing of this Chapter 11 Case;
- within seven (7) days of notice to KCC of entry of an order closing this Chapter 11 Case,
provide to the Court the final version of the Claims Register as of the date immediately
before the close of the Chapter 11 Case; and
- upon the close of this Chapter 11 Case: (i) box and transport all original documents, in
proper format, as provided by the Clerk, to (1) the Federal Archives Record
Administration, located at Central Plains Region, 200 Space Center Drive, Lee’s Summit,
MO 64064, or (2) any other location requested by the Clerk.

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**VI.
COMPENSATION**

9. The Debtor respectfully requests that the undisputed fees and expenses incurred by KCC in the performance of the Claims and Noticing Services in accordance with the terms of the Services Agreement be treated as administrative expenses of the Debtor's chapter 11 estate pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court.

10. KCC agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred. KCC further agrees to serve monthly invoices on the Debtor, the Office of the United States Trustee for the Northern District of California (the "U.S. Trustee"), counsel for the Debtor, counsel for any official committee monitoring the expenses of the Debtor, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or the monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If a resolution is not achieved, the parties may seek resolution of the matter from the Court.

11. Before the Petition Date, the Debtor provided KCC a retainer in the amount of \$25,000. KCC seeks to first apply the retainer to all prepetition invoices and, thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement.

12. Additionally, under the terms of the Services Agreement, the Debtor has agreed to indemnify, defend, and hold harmless KCC and its affiliates, members, directors, officers, employees, consultants, subcontractors, and agents under certain circumstances specified in the Services Agreement, except in circumstances resulting solely from KCC's gross negligence or willful misconduct or as otherwise provided in the Services Agreement or any order authorizing the employment and retention of KCC. The Debtor believes that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a claims and noticing agent of KCC's caliber in this Chapter 11 Case.

VII.
KCC'S DISINTERESTEDNESS

13. Although the Debtor does not propose to employ KCC under section 327 of the Bankruptcy Code pursuant to this application, KCC has nonetheless reviewed its conflicts system to determine whether it has any relationships with the creditors and parties in interest provided by the Debtor. KCC has informed the Debtor has been advised that, to the best of KCC's knowledge, information and belief, and except as disclosed in the Jordan Declaration, KCC neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed.

Moreover, in connection with its retention as Claims and Noticing Agent, KCC represents in the Jordan Declaration, among other things, that:

- KCC is not a creditor of the Debtor;
- KCC is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code;
- KCC will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in this Chapter 11 Case;
- by accepting employment in this Chapter 11 Case, KCC waives any rights to receive compensation from the United States government in connection with this Chapter 11 Case;
- in its capacity as the Claims and Noticing Agent in this Chapter 11 Case, KCC will not be an agent of the United States and will not act on behalf of the United States;
- KCC will not employ any past or present employees of the Debtor in connection with its work as the claims and noticing agent in this Chapter 11 Case;
- in its capacity as the Claims and Noticing Agent in this Chapter 11 Case, KCC will not intentionally misrepresent any fact to any person;
- KCC shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
- KCC will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- None of the services provided by KCC as the claims and noticing agent in this Chapter 11 Case shall be at the expense of the Clerk.

VIII.
BASIS FOR RELIEF REQUESTED

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3 14. Section 156(c) of title 28 of the United States Code, which governs the staffing and
4 expenses of the Court, authorizes the Court to use facilities other than those of the Clerk’s Office for the
5 administration of a bankruptcy case. Specifically, section 156(c) provides that:

6 Any court may utilize facilities or services, either on or off the court’s
7 premises, which pertain to the provision of notices, dockets, calendars, and
8 other administrative information to parties in cases filed under the
9 provisions of title 11, United States Code, where the costs of such facilities
or services are paid for out of the assets of the estate and are not charged to
the United States. The utilization of such facilities or services shall be
subject to such conditions and limitations as the pertinent circuit council
may prescribe

10 15. Section 105(a) of the Bankruptcy Code provides that “[t]he court may issue any order,
11 process, or judgment that is necessary or appropriate to carry out the provisions of this title.”

12 16. Thus, the Court is authorized to utilize outside agents or facilities for notice and claims
13 purposes, provided the Debtor’s estate pays the cost of such services. The Debtor anticipates that it will
14 have at least 1,800 parties-in-interest in this Chapter 11 Case. Given the number of anticipated claimants
15 and the complexity of the Debtor’s estate, the Debtor submits that the appointment of the Claims Agent
16 is in the best interests of the Debtor, its estate, its creditors, and all other parties in interest.

I.
IMMEDIATE ENTRY OF AN ORDER PURSUANT TO BANKRUPTCY RULE 6003

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19 17. Bankruptcy Rule 6003 provides that, to the extent relief is necessary to avoid immediate
20 and irreparable harm, a Bankruptcy Court may issue an order granting “an application under [Bankruptcy]
21 Rule 2014” before twenty-one (21) days after filing of the petition. As described herein and in the First
22 Day Declaration, the Debtor anticipates there will be at least 1800 parties in interest who must be noticed
23 regarding the commencement of this Chapter 11 Case and all relief requested therein. Given the size and
24 complexity of its business, the Debtor anticipates that a delay in hiring the Claims Agent will result in a
25 corresponding delay in the progress of this Chapter 11 Case, which will cause detriment and prejudice to
26 all creditors and other parties in interest. Accordingly, the Debtor has satisfied the requirements for
27 immediate entry of an order granting the relief requested herein pursuant to Bankruptcy Rule 6003.
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**IX.
NOTICE**

18. Notice of this Application has been provided by email, facsimile, or overnight courier to: (i) the Office of the U.S. Trustee for Region 17; (ii) the Debtor's 20 largest unsecured creditors; (iii) the Office of the California Attorney General; (iv) counsel for RCC; and (v) those persons who have formally appeared in this Chapter 11 Case and requested service pursuant to Bankruptcy Rule 2002. No prior request for the relief sought in this Application has been made by the Debtor to this or any other court.

WHEREFORE, the Debtor respectfully requests entry of the Order, substantially in the form attached hereto granting the relief requested herein and such other and further relief as the Court may deem just and proper.

DATED: May 8, 2023

FOLEY & LARDNER LLP

Jeffrey R. Blease
Thomas F. Carlucci
Shane J. Moses
Emil P. Khatchatourian
Ann Marie Uetz
Matthew D. Lee

/s/ Thomas F. Carlucci

THOMAS F. CARLUCCI

*Proposed Counsel for the Debtor
and Debtor in Possession*

Exhibit A

1 **FOLEY & LARDNER LLP**

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16 *Proposed Counsel for the Debtor
and Debtor in Possession*

17 **UNITED STATES BANKRUPTCY COURT**

18 **NORTHERN DISTRICT OF CALIFORNIA**

19 **OAKLAND DIVISION**

20 In re:

21 THE ROMAN CATHOLIC BISHOP OF
22 OAKLAND, a California corporation sole,

23 Debtor.

Case No. 23-40523

Chapter 11

**[PROPOSED] ORDER (I) AUTHORIZING
AND APPROVING THE APPOINTMENT
OF KURTZMAN CARSON CONSULTANTS
LLC AS CLAIMS AND NOTICING AGENT,
AND (II) GRANTING RELATED RELIEF**

Judge: Hon. William J. Lafferty

Date: TBD

Time: TBD

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

1 Upon the *Debtor's Application for Entry of an Order (I) Authorizing the Appointment of Kurtzman*
2 *Carson Consultants LLC as Claims and Noticing Agent, and (II) Granting Related Relief* filed May 8,
3 2023 (the "Application"), by the Roman Catholic Bishop of Oakland, a California corporation sole, and
4 the debtor and debtor in possession (the "Debtor" or "RCBO") in the above-captioned chapter 11
5 bankruptcy case (the "Chapter 11 Case" or the "Bankruptcy Case") for entry of an order appointing
6 Kurtzman Carson Consultants LLC ("KCC") as claims and noticing agent (the "Claims Agent") effective
7 as of the Petition Date, all as more fully set forth in the Application; ; the Court having reviewed and
8 considered the Application, the First Day Declaration, all other filings in support of any opposition to the
9 Application, and the arguments made at the hearing on the Application; the Court finding that it has
10 jurisdiction over this matter, that venue in this Court is proper, and that notice of the Application and the
11 hearing thereon was reasonable and sufficient under the circumstances for the granting of the requested
12 relief; the Court finding that there is good cause for entry of an immediate order pursuant to Fed. R. Bankr.
13 P. 6003, and that ample cause exists to grant a waiver of the 14-day stay imposed by Bankruptcy Rule
14 6004(h) for the entry of an order granting the Application; and the Court further finding that the relief
15 requested in the Application is in the best interests of the Debtor, its creditors, and other parties in interest;
16 and after due deliberation and good cause appearing,

17 **IT IS HEREBY ORDERED THAT:**

- 18 1. The Application is granted as provided herein.
- 19 2. The Services Agreement, attached hereto as Exhibit 1, is approved subject to the terms of
20 this Order.
- 21 3. The Debtor is authorized to retain the Claims Agent effective as of the Petition Date under
22 the terms of the Services Agreement, and the Claims Agent is authorized and directed to perform noticing
23 services, receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtor's
24 Bankruptcy Case, and provide such other administrative services—as required by the Debtor—that would
25 fall within the purview of services to be provided by the Clerk's Office, and (b) granting related relief, all
26 as more fully set forth in the Application; and upon the Jordan Declaration submitted in support of the
27 Application; and upon the First Day Declaration.

28 ORDER APPOINTING CLAIMS AND NOTICING AGENT

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2 4. The Claims Agent shall serve as the custodian of the court records and shall be designated
3 as the authorized repository for all proofs of claim filed in this Chapter 11 Case and is authorized and
4 directed to maintain official claims registers for the Debtor and to provide the Clerk with a certified
5 duplicate thereof upon the request of the Clerk.

6 5. The Claims Agent is authorized and directed to provide an electronic interface for filing
7 proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

8 6. The Claims Agent is authorized to take such other actions necessary to comply with all
9 duties set forth in the Application.

10 7. The Debtor is authorized to compensate the Claims Agent for the Claims Services in
11 accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices
12 setting forth the services provided by the Claims Agent and the rates charged for each, and to reimburse
13 the Claims Agent for all reasonable and necessary expenses it may incur, upon the presentation of
14 appropriate documentation, without the need for the Claims Agent to file fee applications or otherwise
15 seek Court approval for the compensation of its services and reimbursement of its expenses.

16 8. With respect to the Claims Services, the Claims Agent shall maintain records of all
17 services, showing dates, categories of services, fees charged, and expenses incurred, and shall serve
18 monthly invoices on the Debtor, the office of the United States Trustee, counsel for the Debtor, counsel
19 for any official committee, if any, monitoring the expenses of the Debtor, and any other party in interest
20 who specifically requests service of the monthly invoices. The parties shall meet and confer in an attempt
21 to resolve any dispute which may arise relating to the Services Agreement or monthly invoices for Claims
22 Services, and the parties may seek resolution from the Court if resolution is not achieved.

23 9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of the
24 Claims Agent under this Order that relate to the Claims Services shall be an administrative expense of the
25 Debtor's estate.

26 10. KCC is authorized to first apply its retainer to all prepetition invoices and, thereafter, to
27 have the retainer replenished to the original retainer amount and, thereafter, to hold the retainer under the
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1 Services Agreement during the cases as security for the payment of fees and expenses incurred under the
2 Services Agreement.

3 11. The Debtor shall indemnify the Claims Agent under the terms of the Services Agreement.

4 12. All requests by the Claims Agent for the payment of an indemnity claim as set forth in the
5 Services Agreement shall be made by means of an application to the Court and shall be subject to review
6 by the Court to ensure that payment of such indemnity conforms to the terms of the Services Agreement
7 and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is
8 sought, provided however, that in no event shall the Claims Agent be indemnified in the case of its own
9 bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.

10 13. In the event that the Claims Agent seeks reimbursement from the Debtor for attorneys' fees
11 and expenses in connection with the payment of an indemnity claim pursuant to the Services Agreement,
12 the invoices and supporting time records for the attorneys' fees and expenses shall be included in the
13 Claims Agent's own applications, both interim and final, but determined by this Court after notice and a
14 hearing.

15 14. In the event the Claims Agent is unable to provide the services set out in this Order, the
16 Claims Agent will immediately notify the Clerk and the Debtor's counsel, and cause all original proofs of
17 claim and computer information to be turned over to another claims and noticing agent with the advice
18 and consent of the Clerk and the Debtor's counsel.

19 15. The Claims Agent shall not cease providing the Claims Services during this Chapter 11
20 Case for any reason, including nonpayment, without an order of the Court.

21 16. In the event of any inconsistency between the Services Agreement, the Application, and
22 this Order, this Order shall govern.

23 17. Notice of the Application as provided therein shall be deemed good and sufficient notice
24 of such Application under the circumstances and such notice satisfies the notice requirements of
25 Bankruptcy Rule 2002 and the Bankruptcy Local Rules.

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EXHIBIT 1 TO ORDER

(Services Agreement)



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 6 day of April 2023, between Roman Catholic Bishop of Oakland (the "Company"),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, "KCC"). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "KCC Fee Structure"), a copy of which is attached hereto as Exhibit A.

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



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II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services at the rates and prices set by KCC that are in effect as of the date of this Agreement and in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. KCC reserves the right to reasonably increase its prices, charges and rates; provided, however, that if any such increase exceeds 15%, KCC will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay KCC's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be subject to the further negotiation of the parties.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. KCC's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and KCC reasonably believes it will not be paid, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred. Certain fees and charges may need to be adjusted due to availability related to the COVID-19 (novel coronavirus) global health issue.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable



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following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by KCC as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, KCC will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably



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believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.



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VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, KCC may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, KCC's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or



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express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

KCC will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

Roman Catholic Bishop of Oakland
2121 Harrison Street
Suite 100
Oakland, CA 94612
Attn: Paul Bongiovanni, CFO
Tel:
Fax:
Email: PBongiovanni@oakdiocese.org

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS



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Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

[SIGNATURE PAGE FOLLOWS]



KCC AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC

DocuSigned by:

Evan Gershbein

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BY: Evan Gershbein

DATE: 21-Apr-2023 | 3:09:31 PM EDT

TITLE: EVP, Corporate Restructuring Services

Company

Paul Bongiovanni

4/21/2023

BY: Paul Bongiovanni

DATE:

TITLE: Chief Financial Officer

Consulting Services & Rates ¹	
Position	Hourly Rate
Analyst	Waived
<p>The Analyst processes incoming mail, creditor mail, creditor correspondence and returned mail, and supports the case team with administrative tasks as required.</p>	
Technology/Programming Consultant ²	\$29.75 - \$80.75
<p>The Technology/Programming Consultant assists with complex system requests, including unique claim/ballot reporting and custom website updates.</p>	
Consultant/Senior Consultant/Director	\$55.25 - \$165.75
<p>The Consultant is the day-to-day contact for mailings, including the preparation and filing of affidavits of service (a critical due process component). He/she also responds to creditor and counsel inquiries, maintains the public access website, identifies actionable pleadings (i.e., claims objections, notices of transfer, withdrawals, etc.) and updates the official claims register. KCC's Consultants average over six years of experience.</p> <p>The Senior Consultant manages the various data collection processes required by the chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports. KCC's Senior Consultants average over seven years of experience.</p> <p>The Director is the primary contact for the company, counsel and other professionals and oversees and supports the entirety of an engagement. KCC's Directors average over twelve years of experience and are generally former practitioners.</p>	
Securities/Solicitation Consultant	\$174.25
<p>The Securities Director/Solicitation Consultant is the day-to-day contact and acts as advisor on transactions including balloting with treatment election, rights offers, exchange offers and complex plan distributions. This position handles service of related materials to banks, brokers and agents and manages tabulation and audit processes, preparing detailed reporting of results. In addition, the Solicitation Consultant provides support on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Securities Director/Solicitation Lead	\$182.75
<p>The Solicitation Lead/Securities Director oversees all activities of the group and provides counsel with respect to solicitation and noticing events ensuring that processes employed are effective and practical for securities depositories, bank, brokers, nominees and their agents. In addition, the Solicitation Lead provides counsel on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Weekend, holidays and overtime	Waived

¹ Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control. Certain fees and charges may need to be adjusted due to availability related to the COVID-19 (novel coronavirus) global health issue.

² Certain technology development fees may be applicable.

Printing Services & Noticing Services	
Printing	\$0.09 per image (volume discounts apply)
Document folding and inserting	Waived
Envelopes	Varies by size
E-mail noticing	Waived ³
Fax noticing	\$0.05 per page
Public Securities Events	Varies by Event
Claim Acknowledgement Card	Waived
Insert creditor information into customized documents	Waived
Newspaper and legal notice publishing	Quote prior to publishing

Claims Administration & Management Expenses	
License fee and data storage	\$0.10 per record per month
Database and system access (unlimited users)	Waived
Custom client reports	Waived
Access to KCC CaseView (secure, password protected)	Waived
<ul style="list-style-type: none"> • Proprietary, secured, password protected portal for unlimited users • Comprehensive case data, including extensive real time analytics on claim, solicitation and processing information • Functionality to run or request customized reports summarizing case analytics 	

KCC eServices	
Case website set up & hosting	Waived
Automated updates of case docket and claims register	Waived
Online claims filing (ePOC)	Waived

Document Management/Imaging	
Electronic imaging (scanning & bar coding)	\$0.10 per imaged page
Virtual Data Room	Quote prior to VDR set-up
CD-ROMS (mass document storage)	Varies upon requirements

³ A set-up fee for email services larger than 100 parties may apply. This set-up fee varies depending on the total number of parties.

Call Center Support Services	
Case-specific voice-mail box for creditors	Waived
Interactive Voice Response ("IVR")	Set-up and per minute fee waived
Monthly maintenance charge	Waived
Management of Call Center	Standard hourly rates

Fund and Distribution Services ⁴
150 Basis Points per annum <i>The accounts will be established with one of our collateralized and interest-bearing bank partners</i>

Fiduciary Administration Services ⁵	
Monthly Bank Fees	Waived
Wire/Transfer Fees	Waived
Unlimited Transactions	No Fees
No Minimum Balance	
No Withdrawal Penalty	

Check Disbursement	
Check Fee (Printing & Postage Only)	\$1.75/check

1099 Disbursement	
1099 Fee (Printing & Postage Only)	\$2.75/1099
1099 Tax Reporting	Pricing upon request

W-9 Mailing	
W-9 Fee (Printing & Postage Only)	\$2.75/W-9

⁴ Fees and charges are subject to increase based on market conditions, including the addition of bank fees. KCC will provide prior written notice of the effective date of any such increase or addition.

⁵ Fees and charges are subject to increase based on market conditions, including the addition of bank fees. KCC will provide prior written notice of the effective date of any such increase or addition.