IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

IN RE:	§	
	§	**CASE NO. 26-30311-CGB**
CATHOLIC DIOCESE OF EL PASO,	§	
	§	**CHAPTER 11**
DEBTOR[1]	§	

DIOCESE'S *EMERGENCY* APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT OF STRETTO, INC. AS CLAIMS, BALLOTING, AND NOTICING AGENT

TO THE HONORABLE CHRISTOPHER G. BRADLEY,
UNITED STATES BANKRUPTCY JUDGE:

The Catholic Diocese of El Paso (the "**Diocese**"), as debtor-in-possession, through the undersigned counsel files this motion (the "**Claims Agent Application**" or "**Application**") pursuant to sections 105, 327, 328(a), 1107, and 1108 of Title 11 of the United States Code (the "**Bankruptcy Code**"). The Diocese seeks entry of an order on a final basis in substantially the form attached hereto as Exhibit C (the "**Order**"), authorizing the employment of Stretto, Inc. ("**Stretto**") as claims, balloting and noticing agent (the "**Agent**") for the Diocese according to the terms and conditions set forth in that certain services agreement, dated on or about March 4, 2026 (the "**Engagement Agreement**"), a copy of which is attached as Exhibit A. In support of this Application, the Diocese relies on the *Declaration of Bishop Mark J. Seitz Regarding the Diocese's History, Charitable Mission, and Purpose in Seeking Chapter 11 Relief* (the "**Seitz Declaration**") and the *Declaration of Gregory J. Watters in Support of First Day Motions* (the "**Watters Declaration**," together with the Seitz Declaration, the "**First Day Declarations**"), which are incorporated by reference, and shows as follows:

[1] The Diocese's address is 499 St. Matthews Street, El Paso, TX 79907. The last four digits of the Diocese's federal tax identification number are 0751.

Jurisdiction and Venue

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief requested herein are sections 105(a) 327, and 328(a) of the Bankruptcy Code and Federal Rules of Bankruptcy 6003 and 6004.

Background

4. On March 6, 2026 (the "**Petition Date**"), the Diocese filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Diocese continues to operate its business and manage its property as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed, and no committees have been appointed or designated in this Chapter 11 case.

5. With the filing of the petition, the Diocese filed the First Day Declarations. Please refer to the First Day Declarations for a summary of the Diocese in the above-referenced Chapter 11 case, including an overview of the Diocese's history, mission, ministries, financial position, the circumstances giving rise to the commencement of the Chapter 11 case, and the Diocese's goal in filing this Chapter 11 case.

6. Given its financial challenges and the need to reorganize, the Diocese filed this Chapter 11 case to preserve its ability to continue its religious and charitable mission while addressing its obligations to creditors in an equitable and orderly manner.

7. To enable the Diocese to maintain its operations during this Chapter 11 case and minimize disruption to the communities it serves, the Diocese has filed various "first day" motions seeking relief necessary for an orderly transition into bankruptcy. This Application seeks to appoint a noticing agent to assist in orderly proof of claims administration.

RELIEF REQUESTED

1. The Diocese requests entry of an order appointing Stretto as the Claims, Balloting, and Noticing Agent for the Diocese and its Chapter 11 case, including assuming responsibility for the distribution of notices, the maintenance, processing and docketing of proofs of claim filed in the Diocese's Chapter 11 case, assisting with solicitation, balloting, and tabulation, and facilitating of other administrative aspects of bankruptcy cases. The Diocese submits that Stretto's rates are competitive and reasonable given Stretto's quality of services and expertise.

BASIS FOR RELIEF

2. Section 156(c) of title 28 of the United States Code provides that:

> Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11 of the 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 counsel may prescribe. 28 U.S.C. § 156(c).

Accordingly, section 156(c) empowers the Court to utilize outside agents for notice purposes, provided that the Diocese's estate pays the cost of such services.

3. In view of the anticipated number of parties-in-interest and the process and related administrative burdens that will arise during this case, the Diocese submits that Stretto's appointment: (i) will relieve the Diocese, the Court, and the Office of the Clerk of the Bankruptcy Court (the "**Clerk**") of substantial administrative burdens and/or related costs; (ii) expedite the service of notices and pleadings to parties-in-interest in this case; and (iii) otherwise promote the efficient administration of the Chapter 11 case. The Diocese submits that the retention and

employment of Stretto to act as the Agent in this case is appropriate under the circumstances and in the best interest of the Diocese's estate.

A. Necessity and Qualifications.

4. Stretto is a chapter 11 administrator comprising leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Stretto's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Stretto's professionals have acted as official claims and noticing agents in many large bankruptcy cases in districts nationwide. Stretto has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Some of Stretto's active and former cases include: *In re The Roman Catholic Diocese of Burlington, Vermont*, Case No. 24-10205 (HZC) (Bankr. D. Vt. Nov. 26, 2024) [Dkt. No. 91]; *In re The Roman Catholic Diocese of Ogdensburg, New York*, Case No. 23-60507 (PGR) (Bankr. N.D.N.Y. Dec. 15, 2023) [Dkt. No. 302]; *In re The Roman Catholic Diocese of Syracuse, New York*, Case No. 20-30663 (MCR) (Bankr. N.D.N.Y. Sept. 18, 2020) [Dkt. No. 115]; *In re The Diocese of Buffalo, N.Y.*, Case No. 20-10322 (CLB) (Bankr. W.D.N.Y. Apr. 21, 2020) [Dkt. No. 254]; *In re The Diocese of Rochester*, Case No. 19-20905 (PRW) (Bankr. W.D.N.Y. Jan. 8, 2020) [Dkt. No. 349]; *In re PrimaLend Capital Partners, LP*, Case No. 25-90013 (MXM) (Bankr. N.D. Tex. Oct. 27, 2025) [Dkt. No. 87]; *In re Anthology Inc.*, Case No. 25-90498 (ARP) (Bankr. S.D. Tex. Sept. 30, 2025) [Dkt. No. 32]; *In re Del Monte Foods Corp. II Inc.*, Case No. 25-16984 (MBK) (Bankr. D. N.J. July 3, 2025)

[Dkt. No. 70]; and *In re BLH TopCo LLC*, Case No. 25-10576 (Bankr. D. Del. Mar. 29, 2025) [Dkt. No. 41].

B. Stretto's Necessary Role in Implementing and Maintaining Confidentiality Protocols.

5. Stretto's retention and employment will relieve the Clerk of the administrative burden associated with claims processing and the confidentiality requirements of this Chapter 11 case.

6. Many of the unsecured creditors in this case are individuals alleging that the Diocese or persons affiliated with the Diocese are liable for his or her injuries arising from sexual abuse of a minor (the "**Putative Abuse Survivors**"). The Diocese is committed to protecting the privacy and anonymity of these individuals and of those accused of abuse (the "**Accused Individuals**").[2] Additionally, the Diocese may be required to list current and former employees, workers' compensation claimants, and minors in certain bankruptcy filings, which may contain sensitive information. The Diocese seeks to protect the identities of these individuals by safeguarding not only personally identifiable information, but also any information that could reasonably be used to identify either a Putative Abuse Survivor, an Accused Individual, current and former employees, workers' compensation claimants, or minors (the "**Protected Information**").[3]

7. Engaging Stretto as the Agent is necessary to establish a secure mechanism for the filing of proofs of claim containing Protected Information. This relief is also essential to

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[2] Accused Individuals whose identities will be subject to the confidentiality protocols do not include those already disclosed by the Diocese in the Names of Clergy credibly accused of sexual abuse of a minor, which may be accessed at https://www.diocesealex.org/diocese-releases-names-of-clergy/, and which may be supplemented from time to time.

[3] As used herein, the term "personally identifiable information," shall have the same meaning ascribed to it in 11 U.S.C. § 101(41A). For the avoidance of doubt, however, "Protected Information" is not limited to personally identifiable information; it includes any information sufficient to identify a Putative Abuse Survivor, an Accused Individual, current or former employees, or minors.

streamlining notice to parties-in-interest through the Core Service List[4] which shall be maintained by Stretto, who will ensure that all Protected Information remains confidential. The Diocese will be filing its *Motion for an Order Authorizing and Approving Special Noticing and Confidentiality Procedures* ("**Confidentiality Protocol Motion**"), which details procedures for maintaining the confidentiality of Protected Information—including, but not limited to, the confidential submission of claims by Putative Abuse Survivors to Stretto and Stretto's maintenance of a Core Service List to ensure all core parties-in-interest whose identities comprise the Protected Information are served without disclosure of their identities to the filer.

8. The Diocese submits that employing Stretto to provide these services is necessary. If the Diocese is unable to retain Stretto as its Agent, the Diocese, Putative Abuse Survivors, and other parties in interest will be prejudiced, as the Diocese will be unable to adequately and efficiently maintain these confidentiality protocols, absent the expertise and knowledge from professionals best suited to address the unique needs of this Chapter 11 case.

C. Services to Be Provided.

9. This Application pertains to the work to be performed by Stretto under section 327(a) of the Bankruptcy Code and under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c). Stretto will perform the following tasks in its role as Agent, as well as all quality control relating thereto:

a. assist the Diocese with the preparation and distribution of all required notices and documents in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Diocese and/or the Court, including: (i) notice of the commencement of this chapter 11 case and the initial

[4] "Core Service List" means the service list created by the Diocese comprised of the core parties-in-interest in the Chapter 11 case who would be entitled to receive service of all filings, including (i) the Office of the United States Trustee for Region 7; (ii) the Diocese ; (iii) the attorneys for the Diocese; (iv) the attorneys for the Committee once that committee has been appointed, and until then, (a) the Plaintiffs in abuse lawsuits against the Diocese through their counsel and (b) the Diocese's twenty (20) largest unsecured trade creditors; (v) those persons who have formally appeared by filing a Notice of Appearance, a Request for Notice, or a similar document and requested notice in this case under Bankruptcy Rule 2002; (vi) the Texas Attorney General's Office; and (vii) known counsel to the foregoing.

meeting of creditors under Bankruptcy Code section 341(a); (ii) notice of any claims bar date; (iii) notice of any proposed sale of the Diocese's assets; (iv) notices of objections to claims and objections to transfers of claims; (v) notices of any hearings on a disclosure statement and confirmation of any plan or plans of reorganization, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any plan; and (vii) all other notices, orders, pleadings, publications and other documents as the Diocese, Court, or Clerk may deem necessary or appropriate for an orderly administration of this chapter 11 case;

b. maintain an official copy of the Diocese's Schedules, listing the Diocese's known creditors and the amounts owed thereto;

c. maintain (i) a list of all potential creditors, equity holders and other parties-in-interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and update and make said lists available upon request by a party-in-interest or the Clerk;

d. to the extent applicable, furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (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;

e. maintain a post office box or address for receiving claims and returned mail, and process all mail received;

f. 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 5 days of service that 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 mailed (in alphabetical order) with their addresses; (iii) the manner of service; and (iv) the date served;

g. receive and process all proofs of claim, including those received by the Clerk, check said processing for accuracy and maintain the original proofs of claim in a secure area;

h. provide an electronic interface for filing proofs of claim;

i. maintain the official claims register for the Diocese (the "**Claims Register**") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Register; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) address for payment, if different from the notice address; (v) the amount asserted; (vi) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.); (vii) the Diocese; and (viii) any disposition of the claim;

j. provide public access to the Claims Register, including complete public proofs of claim with attachments, if any, without charge;

k. record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

l. implement reasonable security measures designed to ensure the completeness and integrity of the Claims Register and the safekeeping of any proofs of claim;

m. relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Stretto;

n. monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;

o. identify and correct any incomplete or incorrect addresses in any mailing or service lists (to the extent such information is available);

p. assist in the dissemination of information to the public and respond to requests for administrative information regarding this chapter 11 case as directed by the Diocese or the Court, including through the use of a case website and/or call center;

q. provide docket updates via email to parties who subscribe for such service on the Diocese's case website;

r. comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements in connection with the Services;

s. 30 days prior to the close of this chapter 11 case, to the extent practicable, request that the Diocese submit to the Court a proposed order dismissing Stretto as claims, noticing, and solicitation agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of this chapter 11 case;

t. within 7 days of notice to Stretto of entry of an order closing this chapter 11 case, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the case;

u. at the close of this chapter 11 case: (i) box and transport all original documents, in proper format, as provided by the Clerk, to (A) the Philadelphia Federal

Records Center, 14700 Townsend Road, Philadelphia, PA 19154, or (B) any other location requested by the Clerk; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims;

v. assist the Diocese with, among other things, plan-solicitation services including: (i) balloting; (ii) distribution of applicable solicitation materials; (iii) tabulation and calculation of votes; (iv) determining with respect to each ballot cast, its timeliness and its compliance with the Bankruptcy Code, Bankruptcy Rules, and procedures ordered by this Court; (v) preparing an official ballot certification and testifying, if necessary, in support of the ballot tabulation results; and (vi) in connection with the foregoing services, process requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices and institutional holders;

w. if requested, assist with the preparation of the Diocese's Schedules and gather data in conjunction therewith;

x. coordinate publication of certain notices in periodicals and other media;

y. manage and coordinate any distributions pursuant to a chapter 11 plan; and

z. provide such other claims, noticing, processing, solicitation, and balloting, services that may be requested from time to time by the Diocese, the Court, or the Clerk.

D. No Duplication of Services.

10. The Diocese intends that Stretto's services will complement, and not duplicate, the services being rendered by other professionals retained in the Chapter 11 Case. Stretto understands that the Diocese has retained and may retain additional professionals during the term of the engagement, and Stretto will work cooperatively with such professionals to integrate any work conducted by such professionals on behalf of the Diocese.

E. No Adverse Interest, Disinterestedness, and Disclosure of Connections.

11. Stretto has reviewed its conflicts system to determine whether it has any relationships with the Diocese's creditors and parties-in-interest. Except as disclosed in the *Declaration of Sheryl Betance in Support of the Diocese's Emergency Application for Entry of an Order Authorizing the Employment of Stretto, Inc. as Claims, Balloting, and Noticing Agent*,

attached hereto and incorporated herein as Exhibit B, Stretto represents that it neither holds nor represents any interest materially adverse to the Diocese's estate in connection with any matter on which it would be employed. To the best of the Diocese's knowledge, Stretto 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. Stretto agrees that it will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

F. Terms of Retention.

12. The Diocese respectfully requests that the undisputed fees and expenses incurred by Stretto in the performance of the above services be treated as administrative expenses of the Diocese's chapter 11 estate under 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. Stretto agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Diocese, the Office of the United States Trustee, counsel for the Diocese, counsel for any official committee monitoring the expenses of the Diocese and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties must meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

13. Prior to the Petition Date, the Diocese provided Stretto an advance in the amount of $10,000. Stretto seeks to first apply the advance to all prepetition invoices, and thereafter, to have the advance replenished to the original advance amount, and thereafter, to hold the advance under the Engagement Agreement during this chapter 11 case as security for the payment of fees and expenses incurred under the Engagement Agreement.

G. Indemnification.

14. In addition, under the terms of the Engagement Agreement, the Diocese has agreed to indemnify, defend, and hold harmless Stretto and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting from Stretto's own acts of negligence, gross negligence, willful misconduct, or as otherwise provided in the Order. The Diocese believes that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Agent in this Chapter 11 Case.

NOTICE

15. The Diocese will provide notice of this Motion to: (i) the Office of the United States for Trustee for Region 7; (ii) the attorneys for the Committee once the committee has been appointed, and until then, (a) the Plaintiffs in abuse lawsuits against the Diocese through their counsel and (b) the Diocese's twenty (20) largest unsecured trade creditors; (iii) those persons who have formally appeared by filing a Notice of Appearance, a Request for Notice, or a similar document and requested notice in this case under Bankruptcy Rule 2002; (iv) the Texas Attorney General's Office; (v) the secured creditor, WestStar Bank through its counsel; (vi) the ad hoc group of abuse survivors through its counsel, Drew J. Glasnovich; and (vii) to the extent applicable, known counsel to the foregoing. A copy of this Motion and any orders approving it will also be made available on the Diocese's Case Information Website located at https://cases.stretto.com/dioceseofelpaso. The Diocese submits that, in light of the nature of the relief requested, no other or further notice need be given.

CONCLUSION

WHEREFORE, the Diocese respectfully requests that the Court enter the order, substantially in the form attached as Exhibit C granting the relief requested herein, and such other and further relief as the Court deems appropriate under the circumstances.

Dated: March 6, 2026

Respectfully submitted,

HUSCH BLACKWELL LLP

/s/ Lynn Hamilton Butler
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PROPOSED ATTORNEYS FOR THE DEBTOR AND DEBTOR IN POSSESSION, CATHOLIC DIOCESE OF EL PASO

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 6, 2026, a true and correct copy of the forgoing document, together with all exhibits and attachments hereto, was filed with the Court and served to the parties on the attached service via the method indicated.

/s/ Lynn Hamilton Butler
Lynn Hamilton Butler

Secured Creditor
WestStar Bank
c/o James Brewer
KEMP SMITH LAW
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El Paso TX 79901
Via Email: jim.brewer@kempsmith.com

Ad Hoc Committee
c/o Drew J. Glasnovich
STINSON LLP
50 South Sixth Street, Suite 2600
Minneapolis MN 55402
Via Email: drew.glasnovich@stinson.com

U.S. Trustee
Aubrey Thomas
Assistant United States Trustee
UNITED STATES TRUSTEE-REGION 7
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Via Fax: 210-472-4649

Texas Attorney General
Texas Office of the Attorney General
Bankruptcy & Collections Division
P.O. Box 12548
Austin TX 78711-2548
Via U.S. Mail

Top 20 Unsecured Creditors

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Attn: Steve Puteki
15763 Collections Center Drive
Chicago IL 60693
Via Email: GB-AR-Mail@gbtpa.com

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John Doe 209; John Doe 211;
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Jane Doe 4; Jane Doe 5
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John Doe 1; John Doe 2;
Leigh Messerer as Personal
Representative of John Doe 3
c/o Taylor E. Smith
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John Doe 210;
c/o Levi A. Monagle
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EXHIBIT A

SERVICE AGREEMENT

Services Agreement

This Services Agreement (this "**Agreement**") is entered into as of March 4, 2026 between Stretto, Inc. ("**Stretto**") and The Diocese of El Paso (together with its affiliates and subsidiaries, the "**Company**").[1]

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

(a) Stretto agrees to provide the Company with consulting services regarding (i) legal noticing, maintenance of claims registers, creditor mailing matrices, an electronic platform for filing proofs of claim, plan solicitation, balloting, tabulation of votes, and disbursements ("**Claims Administration, Noticing, and Solicitation Services**"); and (ii) claims analysis and reconciliation, preference analysis and recovery, depository management, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement), and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations, or court rules or orders (all such services collectively, the "**Services**").

(b) The Company acknowledges and agrees that Stretto will often take direction from the Company's officers, and/or professionals (collectively, the "**Company Parties**") with respect to providing Services hereunder. The parties agree that Stretto 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.

(c) The Company agrees and understands that Stretto shall not provide the Company or any other party with legal advice.

2. Rates, Expenses and Payment

(a) Stretto will provide the Services on an as-needed basis and upon request or agreement of the Company. Stretto's charges for Services through the effective date of a chapter 11 plan shall be at the rates attached hereto as **<u>Exhibit C</u>** (the "**Preferred Rate Structure**"). The Company agrees that the Preferred Rate Structure shall also be applicable to Services provided to the entity or entities (including the Company) responsible for implementing a confirmed and effective chapter 11 plan and that such Services. The Company agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder. Any out of pocket expense greater than $5,000 must be approved by a Company Party prior to incurring the same.

(b) Stretto will bill the Company no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed $10,000 (e.g., publication notice), Stretto may require advance or direct payment from

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[1] The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any chapter 11 case.

the Company before the performance of Services hereunder. If any amount is unpaid as of 30 days after delivery of an invoice, the Company agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

(c) In the case of a dispute with respect to an invoice amount, the Company shall provide a detailed written notice of such dispute to Stretto within 10 days of receipt of the invoice.

(d) The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.

(e) The Company shall pay any fees and expenses for Services relating to, arising out of, or resulting from any error or omission made by the Company or the Company Parties.

(f) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Stretto or paid by Stretto to a taxing authority.

(g) Upon execution of this Agreement, the Company shall pay Stretto an advance of $10,000. Stretto may use such advance against unpaid fees and expenses hereunder. Stretto may use the advance against all prepetition or postpetition fees and expenses, as applicable. Company shall upon Stretto's request, which request may take the form of an invoice, replenish the advance to the original advance amount. Stretto may also, at its option hold such advance to apply against unpaid fees and expenses hereunder.

(h) Stretto reserves the right to make reasonable increases to the Preferred Rate Structure on a periodic basis. If any such increase represents an increase greater than 10% from the previously effective level, Stretto shall provide 30 days' notice to the Company of such increase.

(i) Payments to Stretto under the terms of this Agreement for services rendered, may be remitted by Company using either (or both) of the following methods:

<u>Wire Transmission</u>
Bank Name – Banc of California
Bank Address – 110 West A Street, Suite 100, San Diego, CA 92101
ABA – 122238200
Account Number – 1000681781
Account Name – Stretto, Inc.

<u>Check</u>
Stretto, Inc.
Attn: Accounts Receivable
410 Exchange, Suite 100
Irvine, CA 92602

3. Retention in Bankruptcy Case

(a) If the Company commences a case pursuant to title 11 of the United States Code (the "**Bankruptcy Code**"), the Company promptly shall file any necessary application with the Bankruptcy Court to retain Stretto to provide the Services. The form and substance of such applications and any order approving them shall be reasonably acceptable to Stretto.

(b) If the Company seeks authorization in a chapter 11 case to obtain postpetition financing, including debtor-in-possession loans or use of cash collateral, the Company shall include Stretto's fees and expenses incurred hereunder in any professional compensation carve-out.

(c) If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Stretto will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

4. Confidentiality

(a) The Company and Stretto agree to keep confidential all non-public records, systems, procedures, software, and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the receiving party's possession or known to it, independently developed by the receiving party, lawfully obtained by the receiving party from a third party, or required to be disclosed by law, then the receiving party shall bear no responsibility for publicly disclosing such information.

(b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, (i) such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time, if possible, to seek any remedy available under applicable law to prevent disclosure of the information; and (ii) such party will limit such disclosure to the extent such party's counsel in good faith determines such disclosure can be limited.

5. Property Rights

Stretto reserves to itself and its agents all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation, and any other information or property (collectively, "**Property**") furnished by Stretto for itself or for use by the Company hereunder. The foregoing definition of Property shall include any and all data, from any source, downloaded, stored, and maintained by Stretto's technology infrastructure. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Stretto hereunder.

6. [Intentionally Omitted]

7. Term and Termination

(a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) gross negligence or willful misconduct of Stretto that causes material harm to the Company's restructuring under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Stretto invoices for more than 60 days from the date of invoice or (iii) the accrual of invoices or unpaid Services where Stretto reasonably believes it likely will not be paid.

(b) If this Agreement is terminated after Stretto is retained pursuant to Bankruptcy Court order, the Company promptly shall seek entry of a Bankruptcy Court order discharging Stretto of its duties under such retention, which order shall be in form and substance reasonably acceptable to Stretto.

(c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Stretto hereunder.

(d) If this Agreement is terminated, Stretto 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 Stretto shall provide the necessary staff, services, and assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Preferred Rate Structure.

8. No Representations or Warranties

Stretto makes no representations or warranties, express or implied, regarding the services and products sold or licensed to the Company hereunder or otherwise with respect to this Agreement, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness, or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

9. Indemnification

(a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Stretto and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents (collectively, the “Indemnified Parties”) from and against any and all losses, claims, damages, judgments, liabilities, and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, “Losses”) resulting from, arising out of, or related to Stretto's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.

(b) Stretto and the Company shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation, or proceeding that either party becomes aware of with respect to the Services provided hereunder.

(c) The Company’s indemnification of Stretto hereunder shall exclude Losses resulting from Stretto's negligence, gross negligence, or willful misconduct.

(d) The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

10. Limitations of Liability

Except as expressly provided herein, Stretto's liability to the Company and Company’s liability to Stretto for any Losses, unless due to either parties gross negligence or willful misconduct, shall be limited to the total amount paid by the Company to Stretto for the portion of the particular work that gave rise to the alleged Loss. In no event shall Stretto or Company 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 hereunder.

11. Company Data

(a) The Company is responsible for, and Stretto does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Stretto and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, "**SOFAs and Schedules**"). Stretto bears no responsibility for the accuracy and content of SOFAs and Schedules, and the Company is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.

(b) The Company agrees, represents, and warrants to Stretto that before delivery of any information to Stretto: (i) the Company has full authority to deliver such information to Stretto; (ii) it has complied with all applicable data protection laws in the collection and retention of personal data (including providing any required notices and/or disclosures to data subjects, consumers, or other necessary parties); and (iii) Stretto is authorized to use such information to perform Services hereunder and as otherwise set forth in this Agreement.

(c) The Company also agrees and represents that, before delivery of any information to Stretto that is personal data subject to the GDPR or other data protection laws, Company shall notify Stretto of the impending delivery and request any modification to this Agreement that Company believes may be required by the applicable data protection laws with respect to that personal data. For the avoidance of doubt, Stretto shall not be required to comply with data protection laws and regulations unless and until they take effect during the term of the Agreement and are applicable to the information Company delivers to Stretto. Personal data shall have the meaning assigned to the terms "personal data" and/or "personal information" under the applicable data protection laws.

(d) If Company notifies Stretto of the applicability of the GDPR to personal data delivered pursuant to this Agreement, the parties agree that the Agreement shall be subject to the terms set forth in the GDPR Addendum attached hereto as **Exhibit A** and incorporated herein in its entirety by reference.

(e) Attached hereto as **Exhibit B** and incorporated herein in its entirety by reference are notification procedures in the event of a Data Security Incident (as defined therein).

(f) Any data, storage media, programs or other materials furnished to Stretto by the Company may be retained by Stretto until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Stretto under this Agreement as a result of data, storage media or other materials maintained, stored, or disposed of by Stretto. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the Company has not utilized Stretto's Services for a period of 90 days or more, Stretto may dispose of any such materials in a manner to be determined in Stretto's sole reasonable discretion, and be reimbursed by the Company for the expense of such disposition, after giving the Company 30 days' notice. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data, or information provided by the Company to Stretto.

(g) Notwithstanding the foregoing, if Stretto is retained pursuant to Bankruptcy Court order, disposal of any Company data, storage media, or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

12. California Consumer Privacy Act.

(a) Definitions. In this Section 12,

(i) "**CCPA**" means the California Consumer Privacy Act of 2018, including amendments and final regulations;

(ii) "**Personal Information**" has the same meaning given to such term under section 1798.140 of the CCPA and is limited to Personal Information contained in any Company data provided to Stretto by the Company in order for Stretto to provide Services under this Agreement; and

(iii) "**Commercial Purposes**", "**Sell**", "**Share**", "**Business**", and "**Service Provider**" have the same meanings assigned to them in section 1798.140 of the CCPA.

(b) Relationship Between the Parties. To the extent the Company is considered a Business under the CCPA, and subject to the terms of this Section 12, Stretto will act solely as Company's Service Provider with respect to Personal Information.

(c) Restrictions. Stretto will not: (i) Sell or Share Personal Information, (ii) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Services specified in this Agreement, including retaining, using, or disclosing Personal Information for any Commercial Purpose other than providing the Services specified in this Agreement unless otherwise permitted under the CCPA; (iii) retain, use, or disclose the Personal Information outside the direct business relationship between Stretto and the Company; or (iv) combine the Personal Information that Stretto receives from, or on behalf of, the Company with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a consumer, except as permitted by CCPA.

13. Non-Solicitation

The Company agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ, or otherwise retain as employees, consultants, or otherwise, any employees of Stretto during the term of this Agreement and for a period of 12 months after termination thereof unless Stretto provides prior written consent to such solicitation or retention.

14. Force Majeure

Whenever performance by Stretto of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Stretto's reasonable control, then such performance shall be excused.

15. Choice of Law

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

16. Arbitration

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be one arbitrator named in accordance with such rules. The arbitrator shall be a licensed attorney in either California or Texas and have arbitrated at least 5 commercial contract arbitrations. The arbitration shall be conducted with the American Arbitration Association in the English language in Irvine, California in accordance with the United States Arbitration Act. Notwithstanding the foregoing, upon commencement of any chapter 11 case(s) by the Company, any disputes related to this Agreement shall be decided by the bankruptcy court assigned to such chapter 11 case(s).

17. Integration: Severability; Modifications: Assignment

(a) 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, agreements, and communications between the parties relating to the subject matter hereof.

(b) 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.

(c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Company and an officer of Stretto.

(d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Stretto may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent.

18. Electronic Signatures; Effectiveness of Counterparts

This Agreement may be executed with electronic signatures using DocuSign or a similar service that provides a complete, automated history of the sending and signing, including key event timestamps. If the Parties execute this Agreement electronically, they agree that their electronic signatures are the legally binding equivalent to their handwritten signatures. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

19. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Stretto:

Stretto
410 Exchange, Ste. 100
Irvine, CA 92602
Attn: Sheryl Betance
Tel: 714.716.1872
Email: sheryl.betance@stretto.com

If to the Company: Most Rev. Mark J. Seitz
499 St. Matthews
El Paso, Texas 79907

With a copy to:

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

STRETTO, INC.

DocuSigned by:
Sheryl Betance
32B6AEF623E0448...

By: Sheryl Betance

Title: Senior Managing Director

The Diocese of El Paso

Signed by:
Mark J. Seitz
A8BD116426054BB...

By: Most Rev. Mark J. Seitz

Title: Bishop of El Paso

Exhibit A

GDPR Addendum

This GDPR Addendum is a part of the Services Agreement (the "**Agreement**") by and between Stretto (the "**Processor**") and the Company (together, the "**Parties**") only if Company notifies Processor in advance of processing relevant data that such data is subject to the GDPR pursuant to Paragraphs 11(c) and 11(d) of the Agreement[2].

RECITALS

WHEREAS,

(A) The Processor and the Company have agreed to the following terms regarding the Processing of Company Personal Data.

(B) The Company acts as a Controller of the Company Personal Data.

(C) The Company wishes to subcontract certain Services, pursuant to the Agreement, which imply and require the processing of personal data, to the Processor.

(D) The Company instructs the Processor to process Company Personal Data.

(E) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or "**GDPR**").

NOW THEREFORE, the Company and the Processor agree as follows:

1. **Definitions.** The parties agree that the following terms, when used in this GDPR Addendum, shall have the following meanings.

(a) "**Addendum**" shall mean this GDPR Addendum;

(b) "**Company Personal Data**" means any Personal Data Processed by the Processor or a Subprocessor on behalf of the Company pursuant to or in connection with the Agreement, and may include, for example, Personal Data of Company's employees, clients, customers, creditors, equity interest holders, or counter-parties;

(c) "**Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

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[2] Capitalized terms utilized but not defined in the GDPR Addendum have the meanings ascribed to them in the Agreement.

(d) "**Services**" means the services the Processor provides to the Company pursuant to the Agreement;

(e) "**Subprocessor**" means any person appointed by or on behalf the Processor to process Personal Data on behalf of the Company in connection with the Agreement;

(f) "**Technical and organizational security measures**" means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

(g) The terms "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processor**", "**Processing**", "**Special Categories of Personal Data**", and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their derivative terms shall be construed accordingly.

2. **Obligations of the Company.** The Company agrees and warrants:

(a) that the Processing, including the transfer itself, of the Company Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the applicable Data Protection Laws (and, where applicable, has been notified to the relevant authorities of the Member State);

(b) that it has instructed and throughout the duration of the Services will instruct the Processor to process the Company Personal Data transferred only on the Company's behalf and in accordance with the applicable Data Protection Laws, the Agreement, and this Addendum;

(c) that the Company Personal Data transferred to Processor does not include or involve any special categories of data, as defined by Article 9 of the GDPR.

3. **Obligations of the Processor.** The Processor agrees and warrants:

(a) to comply with the Data Protection Laws;

(b) to process the Company Personal Data only on behalf of the Company and in compliance with the Company's instructions and this Addendum unless required to do so by Data Protection Laws to which Processor is subject; in such a case, the Processor shall inform the Company of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; if Processor cannot comply with the Company's instructions, it agrees to inform promptly the Company of its inability to comply with such instructions, in which case the Parties shall work together in good faith to resolve Processor's inability to process Personal Data pursuant to the Company's instructions for no less than thirty (30) days, and failing resolution, Company is entitled to suspend the processing of Personal Data and/or terminate the Agreement;

(c) that it has implemented reasonable and appropriate technical and organizational security measures before processing the Company Personal Data;

(d) that it will promptly notify the Company about:

(i) any legally binding request for disclosure of the Company Personal Data required by law, subpoena, warrant, court order, government agency, or law enforcement unless otherwise prohibited by law, subpoena, warrant, court order, government agency, or law enforcement;

(ii) any Personal Data Breach ; and

(iii) any request received directly from any Data Subject and shall not otherwise respond to such request, unless required by Data Protection Laws;

(e) to respond promptly to reasonable inquiries from the Company relating to Processor's processing of the Company Personal Data and to abide by the advice of the supervisory authority with regard to the Processing of the Company Personal Data;

(f) to treat all confidential information and/or Company Personal Data received by Company in accordance with the confidentiality provisions in the Agreement. Any Subprocessor authorized by Processor or the Company shall contractually agree to maintain the confidentiality of such information or be under an appropriate statutory obligation of confidentiality; and

(g) that it shall have the Company's authorization to use Sub-processors from an agreed list and shall specifically inform the Company in writing of any intended changes to that list through the addition or replacement of Sub-processors at least thirty (30) days in advance, thereby giving Company sufficient time to be able to object to such changes prior to the engagement of the Sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

4. **Obligations after Termination of Personal Data Processing Services.**

(a) The Parties agree that within 10 business days of the termination of the Agreement or provision of Services, the Processor and any Subprocessor shall, at the choice of the Company, return all Company Personal Data and the copies thereof to the Company or shall destroy all the Company Personal Data and notify the Company that it has done so, unless prohibited by applicable law, subpoena, warrant, court order, government agency, or law enforcement. In that case, the Processor will abide by the confidentiality provisions in the Agreement and will not further process the Company Personal Data.

(b) The Processor and any Subprocessor warrant that upon request of the Company and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the technical and organizational security measures.

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5. **Notices.**

(a) All notices and communications given under this Addendum must be delivered as provided for by the Agreement.

Remainder of page is intentionally blank.

Exhibit B

Data Security Incident Notification Procedures

1. The following definitions shall apply to these data security incident notification procedures:

   (a) "**Covered Data**" means, in any form, format, or media, nonpublic information (i.e., information that is not posted on a public website maintained by Stretto in accordance with the Bankruptcy Code, the Bankruptcy Rules, or applicable bankruptcy case procedures or local rules, or filed on a non-confidential basis with the court-sponsored PACER or other docket filing system) provided or transferred to Stretto by Company or by an individual creditor, shareholder, or other third party for the purposes of Stretto's performance under this Agreement.

   (b) "**Data Security Incident**" means the unauthorized or accidental access to, or use, disclosure, alteration, loss, or destruction of, Covered Data.

   (c) "**Determine**" means Stretto has actual knowledge or reasonable certainty that a Data Security Incident has occurred.

   (d) "**Discover**" means Stretto reasonably believes that a Data Security Incident has occurred.

2. When Stretto Discovers a potential Data Security Incident, Stretto shall begin an investigation into the nature and scope of the potential Data Security Incident at the direction of Stretto's Chief Information Security Officer and/or incident response team.

3. As soon as practicable, but not later than seventy-two (72) hours after Stretto Determines that a Data Security Incident has occurred, Stretto will provide confidential written notification of the Data Security Incident to the Company and the attorney of record for the Company (collectively, the "**Company Notice Parties**"). Stretto may, in its discretion, provide confidential written or oral notification of the Data Security Incident to (a) the Bankruptcy Court, (b) the Clerk of the Bankruptcy Court, (c) the appropriate representative of the Office of the United States Trustee, and (d) all official committees of the Court (collectively, the "**Court Notice Parties**", and with the Company Notice Parties, the "**Notice Parties**") and, if Stretto provides such additional notice, Stretto shall contemporaneously (or sooner) notify the Company and its attorney of record that Stretto has provided such additional notice.

4. The notification described in Section 3 (the "**Preliminary Notification**") shall include the following information, to the extent known by Stretto at the time of the Preliminary Notification:

   (a) a brief description of the nature of the Data Security Incident, including how it occurred, when it occurred, and the date that Stretto Discovered the Data Security Incident;

   (b) a description of the Covered Data potentially impacted;

   (c) where appropriate, a description of what steps Stretto has taken or is taking to investigate and mitigate the effects of the Data Security Incident; and

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(d) where appropriate, any corrective measures Stretto has taken or will take to reduce the likelihood of similar incident.

5. If requested, Company shall reasonably assist Stretto with Stretto's investigation of, and response to, a potential or actual Data Security Incident. After providing the Preliminary Notification, Stretto and the Notice Parties who have received notification will confer to determine, if necessary, an appropriate method to notify (a "**Supplemental Notification**") (a) creditors or claimants whose Covered Data may have been impacted by the Data Security Incident, and (b) any state, federal, or international governmental authorities or regulators, in accordance with applicable law.

6. If a law enforcement official informs Stretto that providing notification to third parties regarding the Data Security Incident would impede a criminal investigation or cause damage to national security, Stretto may delay any Preliminary Notification or Supplemental Notification for the time period specified by the law enforcement official.

7. Unless otherwise required by law, regulation, or court order, in providing any Preliminary Notification or Supplemental Notification, Stretto shall not be required to disclose (a) confidential or privileged information, (b) information that a law enforcement official has directed to remain confidential, (c) information regarding any other Stretto clients, or (d) the identities of any Stretto employees.

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8. Notwithstanding any provisions to the contrary in this Agreement, in Stretto's discretion, Stretto may make public statements regarding a Data Security Incident, whether by posting on its website, in a statement to the media, or in a public filing. Stretto will endeavor to provide Company notice of the content of any such statement prior to publicly releasing such statement.

Remainder of page is intentionally blank.

Exhibit C

Preferred Rate Structure

OUR PRICING

Preferred Rate Structure

CONSULTING SERVICES & RATES	
Analyst The Analyst processes incoming mail, creditor correspondence and returned mail, and supports the case team with administrative tasks as required.	Waived
Consultant (Associate/Senior Associate) The Associate manages the various data collection processes required by the Chapter 11 process.This includes, among other things, compiling the creditor matrix, completing Schedules/SOFA form and generating drafts of same for counsel and advisors, reviewing and processing claims and ballots, and coordinating all physical and electronic noticing. The Senior Associate oversees projects for compilation of the Schedules & SOFA forms, the creditor matrix and noticing. In addition, they oversee quality control and generate custom claim and ballot reports. Senior Associates average over seven years of experience.	\$70-\$200
Director / Managing Director The Director is the primary contact for the company, counsel and other professionals and oversees and supports all aspects of the administration for the entirety of an engagement. The Managing Director provides industry and/or project specific expertise to support complex matters. Professionals, including Stretto's executive management team will serve in this role when appropriate. Stretto's Directors and Managing Directors have over fifteen years of experience and are typically former restructuring professionals.	\$210-\$250
Solicitation Director The Solicitation Associate reviews, tabulates and audits ballots, and executes plan solicitation and other public securities mailings. The Solicitation Associate also prepares customized reports relating to voting and other corporate events, including exchange offers and rights subscriptions. The Solicitation Associate also interfaces with banks, brokers, nominees, depositories and their agents regarding solicitations and related communications.	\$275
Executive Management Our Executive Management team oversees Stretto's Corporate Restructuring group and will provide consulting support to this matter at no charge.	Waived

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CALL CENTER AND COMMUNICATION SUPPORT SERVICES	
Tier 1 Support Automated IVR telephone support	Waived
Tier 2 Support AI-Enhanced client support including real-time online chat and document summarization	$15
Tier 3 Live Support Dedicated, live communications team support including telephone and email communication	$65-$95

PRINTING & NOTICING SERVICES	
Printing	$0.12 (per image)[1]
Postage/Overnight Delivery	Preferred Rates
ECF Email Noticing	Waived
Email Document Service	Pricing Available on Request
Fax Noticing	$0.10 (per page)
Envelopes	Varies by Size
Coordinate and Publish Legal Notices	Pricing Available on Request
Public Securities Events	Varies by Event

ELECTRONIC SERVICES	
Case Homepage Set-Up and Hosting	Waived
Robotic Process Automation[2]	Starting at $0.48 (per process)
Encrypted HTTPS Bandwidth (volume discount applies)	Starting at $0.125 (per MB)
Online Monthly Operating Report Platform Subscription	Waived
AI-Enhanced Communications Platform (monthly)	Starting at $500 per month[3]

[1] Print Surcharge of $0.05 may apply to mailings requested outside carrier hours (8am – 6pm ET, Monday – Friday)

[2] Includes ECF docket automation, subscription-based docket notifications, USPS bulk mail operations, address validation, e-filing transactions, cloud computing charges, and related activities

[3] Monthly rate based on size of creditor matrix

CLAIMS ADMINISTRATION & MANAGEMENT EXPENSES	
License Fee and System Maintenance	$0.10 (per creditor per month)
Database and System Access (Unlimited Users)	Waived
Online Claims Filing Portal	Waived
Online Ballots Filing Portal	Waived
Preference Analysis (Initial Preference Review)	Standard Hourly Rates

DOCUMENT MANAGEMENT SERVICES	
Electronic Imaging (Per Imaged Page)	$0.10
FedRAMP Compliant File Retention (volume discount applies)	Starting at $0.125 (per MB)
Virtual Data Room	Available Upon Request

CALL CENTER AND COMMUNICATION SUPPORT SERVICES	
Case-Specific Toll-Free Number and Voice-Mail Box	Waived
Interactive Voice Response (Per Minute)	Waived
Monthly Maintenance Charge	Waived

DISBURSEMENT SERVICES	
Check Issuance	Available on Request
Account Opening Fee	Available on Request
W-9 Mailing and Maintenance of TIN Database	Standard Hourly Rates
Disbursements - Record to Transfer Agent	Quoted at Time of Request

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EXHIBIT B

BETANCE DECLARATION

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

IN RE:	§	
	§	**CASE NO. 26-30311-CGB**
CATHOLIC DIOCESE OF EL PASO,	§	
	§	**CHAPTER 11**
DEBTOR[1]	§	

SHERYL BETANCE'S DECLARATION
IN SUPPORT OF DIOCESE'S *EMERGENCY*
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
THE EMPLOYMENT OF STRETTO, INC. AS CLAIMS AND NOTICING AGENT

Pursuant to 28 U.S.C. § 1746, I, Sheryl Betance, under penalty of perjury, declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Senior Managing Director of Corporate Restructuring at Stretto, Inc. ("**Agent**" or "**Stretto**"), a chapter 11 administrative services firm with offices located at 410 Exchange, Ste. 100, Irvine, California 92602. Except as otherwise noted in this declaration (this "**Declaration**"), I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this Declaration in support of the above-captioned Debtor's (the "**Diocese**") *Diocese's Emergency Application for Entry of an Order Authorizing the Employment of Stretto, Inc. as Claims and Noticing Agent* (the "**Application**").[2]

QUALIFICATIONS

3. Stretto is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter

[1] The Diocese 's address is 499 St. Matthews Street, El Paso, TX 79907. The last four digits of the Diocese 's federal tax identification number are 0751.
[2] Capitalized terms used herein but not otherwise defined shall have the meanings ascribed in the Application.

11 cases. Stretto's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Stretto's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Stretto has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Stretto's active and former cases include: *In re The Roman Catholic Diocese of Burlington, Vermont*, Case No. 24-10205 (HZC) (Bankr. D. Vt. Nov. 26, 2024) [Dkt. No. 91]; *In re The Roman Catholic Diocese of Ogdensburg, New York*, Case No. 23-60507 (PGR) (Bankr. N.D.N.Y. Dec. 15, 2023) [Dkt. No. 302]; *In re The Roman Catholic Diocese of Syracuse, New York*, Case No. 20-30663 (MCR) (Bankr. N.D.N.Y. Sept. 18, 2020) [Dkt. No. 115]; *In re The Diocese of Buffalo, N.Y.*, Case No. 20-10322 (CLB) (Bankr. W.D.N.Y. Apr. 21, 2020) [Dkt. No. 254]; *In re The Diocese of Rochester*, Case No. 19-20905 (PRW) (Bankr. W.D.N.Y. Jan. 8, 2020) [Dkt. No. 349]; *In re PrimaLend Capital Partners, LP*, Case No. 25-90013 (MXM) (Bankr. N.D. Tex. Oct. 27, 2025) [Dkt. No. 87]; *In re Anthology Inc.*, Case No. 25-90498 (ARP) (Bankr. S.D. Tex. Sept. 30, 2025) [Dkt. No. 32]; *In re Del Monte Foods Corp. II Inc.*, Case No. 25-16984 (MBK) (Bankr. D. N.J. July 3, 2025) [Dkt. No. 70]; and *In re BLH TopCo LLC*, Case No. 25-10576 (Bankr. D. Del. Mar. 29, 2025) [Dkt. No. 41].[3]

[3] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Declaration. Copies of these cited orders are available upon request to the Diocese's proposed counsel.

SERVICES TO BE RENDERED

4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Stretto will perform, at the request of the Office of the Clerk of this Court (the "**Clerk**") the services specified in paragraph 16 of the Application. In performing such services, Stretto will charge the Diocese the rates set forth in the Engagement Agreement, which is attached as **Exhibit A** to the Application.

5. Stretto represents, among other things, the following:

(a) Stretto is not a creditor of the Diocese;

(b) Stretto will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Agent in this chapter 11 case;

(c) By accepting employment in this chapter 11 case, Stretto waives any rights to receive compensation from the United States government in connection with this chapter 11 case;

(d) In its capacity as the Agent in this chapter 11 case, Stretto will not be an agent of the United States and will not act on behalf of the United States;

(e) Stretto will not employ any past or present employees of the Diocese in connection with its work as the Agent in this chapter 11 case;

(f) Stretto is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;

(g) In its capacity as Agent in this chapter 11 case, Stretto will not intentionally misrepresent any fact to any person;

(h) Stretto shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;

(i) Stretto 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);

(j) None of the services provided by Stretto as Agent in this chapter 11 case shall be at the expense of the Clerk; and

(k) Stretto will at all times maintain the confidentiality of any and all information ordered by the Court to be kept confidential and maintained under seal and will not disclose such information to any person or entity except in accordance with an order of the Court providing for such disclosure.

6. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the "**Potential Parties in Interest**") in this chapter 11 case. The list of Potential Parties in Interest was provided by the Diocese and included, among other parties, the Diocese, directors and officers of the Diocese, the Diocese's creditors, the United States Trustee and persons employed in the office of the United States Trustee, and other parties. The Potential Parties in Interest list was compared to an internal database that includes, among others, Stretto's parent entities, affiliates, and subsidiaries. Stretto's internal database also includes Stone Point Capital LLC ("**Stone Point**"), its funds, and each such fund's respective portfolio companies as set forth in the list most recently provided to Stretto by Stone Point's internal compliance department (the "**Stone Point Searched Parties**"). The results of the conflict check were compiled and reviewed by Stretto professionals under my supervision. At this time, and as set forth in further detail herein, Stretto is not aware of any connection that would present a disqualifying conflict of interest. Should Stretto discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Stretto will use reasonable efforts to promptly file a supplemental declaration.

7. To the best of my knowledge, and based solely upon information provided to me by the Diocese, and except as provided herein, neither Stretto, nor any of its professionals, has any materially adverse connection to the Diocese, their creditors, or other relevant parties. Stretto has and will continue to represent clients in matters unrelated to this chapter 11 case. In addition, in matters unrelated to this chapter 11 case, Stretto and its personnel have and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Diocese's chapter 11

case. Stretto may also provide professional services to entities or persons that may be creditors or parties in interest in this chapter 11 case, which services do not directly relate to, or have any direct connection with, this chapter 11 case or the Diocese. To the best of my knowledge, Stretto does not provide professional services to any entities or persons that have been identified as Potential Parties in Interest.

8. To the best of my knowledge, none of Stretto's employees are related to bankruptcy judges in the Western District of Texas, the United States Trustee for Region 7, or any attorney known by Stretto to be employed in the Office of the United States Trustee serving the Western District of Texas.

9. Certain of Stretto's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties in interest in this case. Except as may be disclosed herein, these professionals did not work on any matters involving the Diocese while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when this chapter 11 case were filed. To the best of my knowledge, none of Stretto's professionals were partners of, or formerly employed within the last three years by firms that are Potential Parties in Interest or that have filed a notice of appearance in this chapter 11 case.

10. Stretto and its personnel in their individual capacities regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms engaged by Stretto or its personnel may appear in chapter 11 cases representing the Diocese or parties in interest. To the best of my knowledge, Stretto does not currently utilize the services of any law firms, investment banking and advisory firms, accounting firms, or financial advisors who have been identified as Potential Parties in Interest or who have filed a notice of appearance in this chapter 11 case.

11. At the request of the Diocese and as provided in the Engagement Agreement, Stretto or its affiliate may provide services other than the services described in the Application to the Diocese that they may require in the ordinary course of business, including establishing one or more accounts with financial institutions in the name of and as agent for the Diocese to facilitate depository management and other treasury services, for which Stretto or its affiliate may be compensated by the applicable financial institution.

12. In April 2017, Stretto was acquired by the Trident VI Funds managed by private equity firm Stone Point. Stone Point is a financial services-focused private equity firm based in Greenwich, Connecticut. The firm has raised and managed ten private equity funds—the Trident Funds—with aggregate committed capital of approximately $65 billion. Stone Point targets investments in the global financial services industry, and related sectors.

13. The following disclosure is made out of an abundance of caution in an effort to comply with the Bankruptcy Code and Bankruptcy Rules. Stretto has searched the names of the Diocese and the names of the Potential Parties in Interest against the Stone Point Searched Parties.

14. Based solely on the foregoing search, Stretto has determined that neither the Trident VI Funds, Stone Point nor the Stone Point Searched Parties have been identified on the parties in interest list in this chapter 11 case as of the date hereof and to the best of its knowledge, that there are no material connections that require disclosure. To the extent Stretto learns of any material connections between Stone Point's funds or investments included in the above-described conflicts search and the Diocese, Stretto will promptly file a supplemental disclosure. Stretto may have had, may currently have, or may in the future have business relationships unrelated to the Diocese with one or more Stone Point entities including, among others, portfolio companies of Stone Point.

15. To the best of my knowledge, Stretto (a) does not hold or represent an interest adverse to the Diocese's estate; (b) is a "disinterested person" that (i) is not a creditor, an equity security holder, or an insider, (ii) is not and was not, within two years before the Petition Date, a director, officer, or employee of any of the Diocese, and (iii) does not have an interest materially adverse to the interest of the Diocese's estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason; and (c) has disclosed all of Stretto's connections with the Diocese, its creditors, any other party in interest, its respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: March 6, 2026

/s/ Sheryl Betance

Sheryl Betance
Senior Managing Director
Stretto, Inc.
410 Exchange, St. 100
Irvine, CA 92602

EXHIBIT C

PROPOSED ORDER

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

IN RE:	§	
	§	**CASE NO. 26-30311-CGB**
CATHOLIC DIOCESE OF EL PASO,	§	
	§	**CHAPTER 11**
DEBTOR[1]	§	

ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF
STRETTO, INC. AS CLAIMS, BALLOTING, AND NOTICING AGENT

Considering the *Diocese's Emergency Application for Entry of an Order Authorizing the Employment of Stretto, Inc. as Claims, Balloting, and Noticing Agent* (the "**Application**") filed by the Diocese of El Paso, as debtor and debtor in possession (the "**Diocese**"), and the *Declaration of Sheryl Betance in Support of the Application for Employment of Stretto, Inc. as Claims, Balloting,*

[1] The Diocese's address is 499 St. Matthews Street, El Paso, TX 79907. The last four digits of the Diocese's federal tax identification number are 0751.

and Noticing Agent (the "**Betance Declaration**"), and all other supporting declarations and pleadings filed in connection therewith; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and this being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of the Application having been given under the circumstances; and the Court having found that the opportunity for hearing on the Application was adequate under the circumstances and no other notice need be provided; and the Court having found and determined that the relief sought in the Application is in the best interests of the Diocese, its estate, its creditors, and all parties in interest, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

IT IS HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.

2. Subject to the provisions of this Order, the Diocese is authorized to retain Stretto as the \ Agent effective as of the Petition Date under the terms of the Application as modified by this Order, and Stretto is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in the Chapter 11 case, and all related tasks, all as described in the Application. The Diocese is authorized to retain and appoint Stretto as Claims and Noticing Agent as set forth in this Order, and Stretto is authorized and directed to perform noticing and balloting services and to receive, maintain, record, and otherwise administer the proofs of claim filed in this Chapter 11 case, and other related tasks as described in the Application and this Order. The Clerk shall provide Stretto with ECF credentials that allow Stretto to receive ECF notifications and file certificates of service.

3. Stretto shall serve as custodian of court records and, as such, is designated as the authorized repository for all proofs of claim filed in this Chapter 11 case and is authorized and directed to maintain the official claims register for the Diocese and to take such other action as may be necessary to comply with all duties set forth in the Application.

4. Stretto is authorized to take such other action to comply with all duties set forth in the Application authorized by this Order.

5. Notwithstanding sections 330 and 331 of the Bankruptcy Code and Bankruptcy Rule 2016, the Diocese is authorized to compensate Stretto in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Stretto and the rates charged for each, and to reimburse Stretto for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Stretto to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

6. Stretto shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and serve monthly invoices on the Diocese, counsel for the Diocese, and, upon request, counsel to any official committee appointed in this Chapter 11 case.

7. The parties are directed to meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices; provided that the parties may seek resolution of the matter from the Court if resolution is not achieved.

8. Without further order of the Court, pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Stretto under this Order shall be administrative expenses of the Diocese's estate.

9. Stretto may apply its advance to all prepetition invoices, which advance may be replenished to the original advance amount, and thereafter, Stretto may hold its advance under the Engagement Agreement during this Chapter 11 case as security for the payment of fees and expenses incurred under the Engagement Agreement.

10. The Diocese is authorized to indemnify Stretto for only actions caused by the Diocese, not actions caused by Stretto's own act of negligence, as pursuant to this Order.

11. The Indemnified Parties shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement or for any acts caused in whole or party by Stretto, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court.

12. Notwithstanding anything to the contrary in the Engagement Agreement, the Diocese shall have no obligation to indemnify the Indemnified Parties, or provide contribution or reimbursement to the Indemnified Parties, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen from the Indemnified Parties' own negligence, gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (if any) as provided in this Order; (b) for a contractual dispute in which the Diocese alleges the breach of the Indemnified Parties' contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (c) of any type for which the Court determines that indemnification, contribution, or reimbursement would not be permissible; or (d) settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for

which the Indemnified Parties should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

13. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in this Chapter 11 case (that order having become a final order no longer subject to appeal), or (b) the entry of an order closing this Chapter 11 Case, the Indemnified Parties believe that they are entitled to the payment of any amounts by the Diocese on account of the Diocese's indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, the Indemnified Parties must file an application in this Court, and the Diocese may not pay any such amounts to the Indemnified Parties before the entry of an order by this Court approving the payment. If the Indemnified Parties seek reimbursement from the Diocese for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in the Indemnified Parties' own applications, but determined by this Court after notice and a hearing. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by the Indemnified Parties for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Diocese's obligation to indemnify the Indemnified Parties. All parties in interest shall retain the right to object to any demand by the Indemnified Parties for indemnification, contribution, or reimbursement.

14. In the event Stretto is unable to provide the services set out in this Order, Stretto will immediately notify the Clerk and the Diocese's attorney and, upon approval of the Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Diocese's attorney.

15. After entry of an order terminating Stretto's services, upon the closing of this Chapter 11 case, or for any other reason, Stretto shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, and shall be compensated by the Diocese in connection therewith.

16. The Diocese and Stretto are authorized to take all actions necessary to effectuate the relief granted by this Order in accordance with the Application.

17. Stretto may not cease providing claims processing services during the Chapter 11 Case for any reason, including nonpayment, without an order of the Court.

18. In the event of any inconsistency between the Engagement Agreement, the Application and this Order, this Order will govern.

19. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

20. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application under the circumstances and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

21. The Dioceses are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

22. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. The scope of Stretto's services may be altered only on separate motion and further order of this Court.

23. Notice of this Order shall be provided to the core service list pursuant to the Court's *Order Approving the Diocese's Emergency Motion for an Order Authorizing and Approving Special Noticing and Confidentiality Procedures* [Dkt. No. ●].

24. Notwithstanding the terms of the Services Agreement attached to the Application, the Application is granted solely as set forth in this Order and solely with respect to the Services set forth in the services schedule attached to the Services Agreement.

# # #

Submitted by and Entry Requested by:

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PROPOSED ATTORNEYS FOR THE DEBTOR
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