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Proof of Claim form: Estate of John Doe 69

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Proof of Claim form: Estate of John Doe 69

Content Notice

This item is part of the Archdiocese of Santa Fe Institutional Abuse Collection, and it may contain descriptions of physical, emotional, sexual, and religious abuse, including abuse of minors. Other potentially sensitive topics within the collection include mental health conditions, substance abuse, and other forms of violence.

Resources are available if you or someone you know needs support for any reason.

For the National Sexual Assault Hotline, call 800-656-HOPE (4673) or go to <https://hotline.rainn.org/online>

For the 988 Suicide and Crisis Lifeline, call or text 988, or go to <https://chat.988lifeline.org/>

For the Substance Abuse and Mental Health Services Administration Helpline, call 1-800-662-4357

For crisis treatment in New Mexico: <https://www.nmhealth.org/contact/crisis/>

Survivors Network of those Abused by Priests resources: https://www.snapnetwork.org/resources_for_survivors

To report abuse:

- <https://archdiosf.org/report-abuse>
- <https://www.reportbishopabuse.org/>

To report child abuse:

- <https://www.childhelphotline.org/>

Keywords

child sexual abuse, church abuse, New Mexico, Archdiocese of Santa Fe

Disciplines

Catholic Studies | Ethics in Religion | Religion Law | United States History

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW MEXICO

In re:

ROMAN CATHOLIC CHURCH OF THE
ARCHDIOCESE OF SANTA FE, a New Mexico
corporation sole,

Debtor.

Chapter 11

Case No. 18-13027-t11

CORRECTED SEXUAL ABUSE PROOF OF CLAIM

This form has been corrected solely with respect to the address for hand delivery.

IMPORTANT:

**THIS FORM MUST BE RECEIVED NO LATER THAN
June 17, 2019 AT 5:00 P.M. (PREVAILING MOUNTAIN TIME)**

Carefully read Notice and Instructions that are included with this **CONFIDENTIAL PROOF OF CLAIM** and complete all applicable questions. Send together with one copy to: Clerk of the United States Bankruptcy Court, District of New Mexico at the following address: Office of the Clerk of Court-ATTN SEALED DOCUMENTS, U.S. Bankruptcy Court, District of New Mexico, Pete V. Domenici U.S. Courthouse, 333 Lomas Blvd. NW, Suite 360 Albuquerque, NM 87102. If you prefer to hand deliver the completed Confidential Proof of Claim form to the Clerk, the physical address for hand delivery is Clerk of the United States Bankruptcy Court, District of New Mexico, 333 Lomas Blvd. NW, Suite 360 Albuquerque, NM.

If you mail or deliver the Confidential Proof of Claim form it must be received by the Clerk no later than 5:00 p.m. (prevailing Mountain Time) on June 17, 2019.

YOU MAY WISH TO CONSULT AN ATTORNEY REGARDING THIS MATTER.

AND YOU MAY ALSO OBTAIN INFORMATION FROM THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS BY CALLING TOLL FREE AT 888-570-6217.

FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN YOUR INABILITY TO VOTE ON A PLAN OF REORGANIZATION AND RECEIVE A DISTRIBUTION FROM THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF SANTA FE, COMMONLY KNOWN AS THE ARCHDIOCESE OF SANTA FE (THE "ARCHDIOCESE").

UNLESS YOU INDICATE OTHERWISE IN PART 1 BELOW, YOUR IDENTITY WILL BE KEPT STRICTLY CONFIDENTIAL, UNDER SEAL, AND OUTSIDE THE PUBLIC RECORD OF THE BANKRUPTCY COURT. HOWEVER, THIS PROOF OF CLAIM AND THE INFORMATION IN THIS PROOF OF CLAIM WILL BE PROVIDED

PURSUANT TO COURT-APPROVED CONFIDENTIALITY GUIDELINES TO THE ARCHDIOCESE, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND TO SUCH OTHER PERSONS AS THE BANKRUPTCY COURT DETERMINES NEED THE INFORMATION IN ORDER TO EVALUATE THE CLAIM.

THIS PROOF OF CLAIM IS FOR SEXUAL ABUSE CLAIMANTS ONLY.

For the purposes of this Proof of Claim, a **Sexual Abuse Claim** is defined as any Claim (as defined in section 101(5) of the Bankruptcy Code) against the Archdiocese resulting or arising in whole or in part, directly or indirectly from any actual or alleged sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, pedophilia, ephebophilia, or sexually-related physical, psychological, or emotional harm, or contacts, or interactions of a sexual nature between a child and an adult, or a nonconsenting adult and another adult, sexual assault, sexual battery, sexual psychological or emotional abuse, humiliation, or intimidation, or any other sexual misconduct, and seeking monetary damages or any other relief, under any theory of liability, including vicarious liability, any negligence-based theory, contribution, indemnity, or any other theory based on any acts or failures to act by the Archdiocese or any other person or entity for whose acts or failures to act the Archdiocese is or was allegedly responsible.

For Purposes of this Proof of Claim, a **Sexual Abuse Claimant** is defined as the person asserting a Sexual Abuse Claim against the Archdiocese, or if a minor, then his parent or legal guardian.

TO BE VALID, THIS PROOF OF CLAIM MUST BE SIGNED BY YOU OR YOUR ATTORNEY. IF THE SEXUAL ABUSE CLAIMANT IS DECEASED OR INCAPACITATED, THE FORM MAY BE SIGNED BY THE SEXUAL ABUSE CLAIMANT'S REPRESENTATIVE, EXECUTOR OF THE ESTATE OR THE ATTORNEY FOR THE ESTATE. IF THE SEXUAL ABUSE CLAIMANT IS A MINOR, THE FORM MAY BE SIGNED BY THE SEXUAL ABUSE CLAIMANT'S PARENT OR LEGAL GUARDIAN, OR THE SEXUAL ABUSE CLAIMANT'S ATTORNEY.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

PART 1: CONFIDENTIALITY

THIS SEXUAL ABUSE PROOF OF CLAIM (ALONG WITH ANY ACCOMPANYING EXHIBITS AND ATTACHMENTS) WILL BE MAINTAINED AS CONFIDENTIAL PURSUANT TO COURT-APPROVED GUIDELINES UNLESS YOU EXPRESSLY REQUEST THAT IT BE PUBLICLY AVAILABLE BY CHECKING THE BOX AND SIGNING BELOW. ONLY THE SEXUAL ABUSE CLAIMANT MAY WAIVE CONFIDENTIALITY IN THIS PART 1.

- I do not want this Proof of Claim (along with any accompanying exhibits and attachments) to be kept confidential. Please verify this election by signing directly below.

Signature: _____

Print Name: _____

PART 2: IDENTIFYING INFORMATION

A. Sexual Abuse Claimant

_____ #1 _____ **(through his estate)**
First Name Middle Initial Last Name

_____ #2 _____
Mailing Address (If party is incapacitated, is a minor or is deceased, please provide the address of the individual submitting the claim. If you are in jail or prison, your current address).

_____ #2 _____
City State/Prov. Zip Code (Postal Code)

Telephone No(s):
Home: _____ #2 _____ Work: _____ Cell: _____

Email address: _____ #2 _____

Social Security Number: _____ #4 _____

If you are in jail or prison, your identification number: _____

May we leave voicemails for you regarding your claim? Yes No (Please contact my Attorneys)

May we send confidential information to your email: Yes No

Birth Date: _____ #2 _____ x Male Female
Month Day Year

Any other name, or names, by which the Sexual Abuse Claimant has been known:

B. Sexual Abuse Claimant's Attorney (if any):

Hall & Monagle, LLC
Law Firm Name

Brad D. Hall
Attorney's First Name Middle Initial Last Name

320 Gold Ave SW #1218
Street Address

Albuquerque, NM 87102
City State/ Prov. Zip Code (Postal Code)

(505) 255-6300 (505) 255-6323 brad@hallmonagle.com
Telephone No. Fax No. E-mail address

PART 3: NATURE OF COMPLAINT

(Attach additional separate sheets if necessary)

NOTE: IF YOU HAVE PREVIOUSLY FILED A LAWSUIT AGAINST THE ARCHDIOCESE IN STATE OR FEDERAL COURT, YOU MAY ATTACH THE COMPLAINT. IF YOU DID NOT FILE A LAWSUIT, OR IF THE COMPLAINT DOES NOT CONTAIN ALL OF THE INFORMATION REQUESTED BELOW, YOU MUST PROVIDE THE INFORMATION BELOW.

- a. Who committed the acts of sexual abuse or other wrongful conduct?

Fr. Wilfred Bombardier sexually abused claimant while within the supervisory control of the Archdiocese of Santa Fe, and the Parish of St Charles Borromeo as staffed and run by the Congregation of Blessed Sacrament Fathers, Province of St. Ann. The Parish and Congregation settled with claimant while in hospice care in late 2018 for a nominal amount.

- b. What is the position, title or relationship to you (if known) of the abuser or individual who committed these acts?

At the time of the sexual abuse Fr. Wilfred Bombardier was claimant's priest, and in a position of total control over the boys, including claimant.

- c. Where did the sexual abuse or other wrongful conduct take place? Please be specific and complete all relevant information that you know, including the City and State, name of the School (if applicable) and/or the name of any other location.

Some of the grooming and sexual abuse occurred at the Parish and in the sacristy in Albuquerque, New Mexico, and other sexual abuse occurred at a cabin east of Albuquerque in the Chilili area in the Sandia/Manzano Mountains, where Fr. Bombardier took his altar boys for overnight stays.

- d. When did the sexual abuse or other wrongful conduct take place?

1. If the sexual abuse or other wrongful conduct took place over a period of time (months or years), please state when it started, when it stopped, and how many times it occurred.

The sexual abuse started approximately 1954 and stopped about 1957.

2. Please also state your age(s) and your grade(s) in school (if applicable) at the time the abuse or other wrongful conduct took place.

Claimant was sexually abused between the ages of ten and thirteen, and recalls riding the bus in seventh grade because his dad was working at a nearby food processing plant at about the time the abuse ended.

- e. What happened (describe what happened):

As indicated in claimant's deposition, (excerpts from which can be supplied upon request), Fr. Bombardier would frequently hug, hold, and kiss him as if he was 'making out' with an adult sex partner. He would increasingly start to fondle claimant's genitalia while doing so, and guided claimant's hands to his crotch, where there was an erection. Sometimes he would squeeze claimant so tight he could barely breath and it was scary, and claimant remembers being scared. While squeezing me sometimes his eyes would roll back in his head and he would start moaning. Later in life when I was an adult I figured he was probably having an orgasm when did that, coming in his own clothes, so that in his mind he wasn't sexually abusing the claimant. As a child, claimant reports that h didn't know what was going on. See attached deposition pages. See also, a class photograph of just altar boys that I found from those days. I understand another victim came forward when the Archdiocese put Fr. Bombardier's name on their credibly accused list, who I remember, named #1, but who I called "#1" when I first found the photo and wrote names by each person. That is #1. That photograph of altar boys is attached. I named Bombardier "evil perpetrator" on the photo, which is not his real name, even if it was his real identity. Claimant also answered interrogatories, which can also be submitted upon request. However, Claimant's wife, #3, is signing this Proof of Claim form which is a synopsis of the sworn deposition and interrogatory answers.

- f. Did you tell anyone about the sexual abuse or other wrongful conduct and, if so, who did you tell and when (this would include parents; relatives; friends; the Archdiocese; attorneys; counselors; and law enforcement authorities)?

In 2017, claimant told his therapist, his attorneys, his wife, and then the defense counsel in a deposition June 20, 2018, and by answering interrogatories in 2018 as well.

- g. Identify any church or religious organization you have belonged to or have been affiliated with.

The Archdiocese of Santa Fe, St. Charles Parish, St. Charles Catholic School, on Coal and University NE in Albuquerque.

- h. State whether there were any witnesses to the abuse. If there were any witnesses, please list their name(s) and any contact information you have.

None.

PART 4: IMPACT OF COMPLAINT
(Attach additional separate sheets if necessary)

(If you are uncertain how to respond to this Part 4, you may leave this Part 4 blank, but you will be required to complete this Part 4 within thirty (30) days after a written request is made for the information requested in this Part 4)

1. What injuries (including physical, mental and/or emotional) have occurred to you because of the act or acts of sexual abuse or other wrongful conduct that resulted in the claim (for example, the effect on your education, employment, personal relationships, health, and any physical injuries)?

Claimant stated in sworn discovery answers in 2018, and from his hospice bed in late 2018, and through his wife, as follows:

I became a long distance runner while in the Marines and have run over 175,000 miles alone, because after the childhood sexual abuse I simply could not connect with people and form bonds. I have never been able to trust anyone. Ever since the sexual abuse, I completely separated myself from the Catholic faith, and all spiritual existence. My experience as a child caused me to renounce organized religion. My therapist even at this age in 2018, where I am now facing my mortality, recently diagnosed me with untreated PTSD stemming from the abuse. In November, 2018, I authorized a nominal settlement with the Congregation from my hospice care bed, for the purpose of getting the satisfaction of seeing someone acknowledge the abuse and my years of silent suffering, and seeing my wife get a small check. I also asked my attorneys for a proof of claim form for the Archdiocese bankruptcy from the internet, since the approved Ch 11 form was not out yet.

Mr. #1 's attorneys sent over a template form on January 4, 2019, but #1 died on January 3rd, so his wife signed it and returned it with the news of his passing.

2. Have you sought counseling or other treatment for your injuries? If so, with whom and when?

Claimant was in counseling regarding the priest abuse with #10 from 2017 until mi- 2018.

PART 5: ADDITIONAL INFORMATION

1. Prior Claims: Have you filed any claims in any other bankruptcy case relating to the sexual abuse described in this claim.

Yes No (If "Yes," you are required to attach a copy of any completed claim form.)

If "Yes," which case(s):

2. Settlements: Regardless of whether a complaint was ever filed against any party because of the sexual abuse or other wrongful conduct, have you settled any claim relating to the sexual abuse or other wrongful conduct described in this claim?

Yes No (If "Yes," please describe, including parties to the settlement. You are required to attach a copy of any settlement agreement.)

As described above, claimant authorized a nominal settlement from hospice care with the Congregation order that ran the school and parish, and that had staffed it with Fr. Bombardier, for the purpose of some small satisfaction from his death bed, so that he could give his wife a small amount. The agreement was not intended to reflect value of this claim or anyone else's claim, just value under circumstances where you know you are dying any day, and through counsel he asked the Defendant to make any offer at all. Claimant appreciated the small token offer from the Congregation, and that settlement served its

purpose. The Release Agreement is attached from late November, 2018. Claimant then passed on January 3, 2019.

3. Bankruptcy. Have you ever filed bankruptcy? Yes No (If "Yes," please provide the following information:

Name of Case: _____ Court: _____

Date filed: _____ Case No. _____

Chapter: 7 11 12 13 Name of Trustee: _____

4. State whether you have previously commenced any lawsuit seeking damages for the identified sexual abuse. If yes, please state: YES

- a. Where and when you commenced the lawsuit:

Bernalillo County District Court . 01/03/2018

- b. The parties to the lawsuit:

John Doe 69 v. Archdiocese of Santa Fe; St Charles Borromeo; and Congregation of Blessed Sacrament Fathers, Province of St. Ann

- c. The case number if any:

#6

- d. The result of the lawsuit:

The Archdiocese claims were stayed automatically by the filing of this Chapter 11, and Plaintiff settled with the Congregation, as indicated above, for the reasons stated.

Sign and print your name. If you are signing the claim on behalf of another person or an estate, print your title.

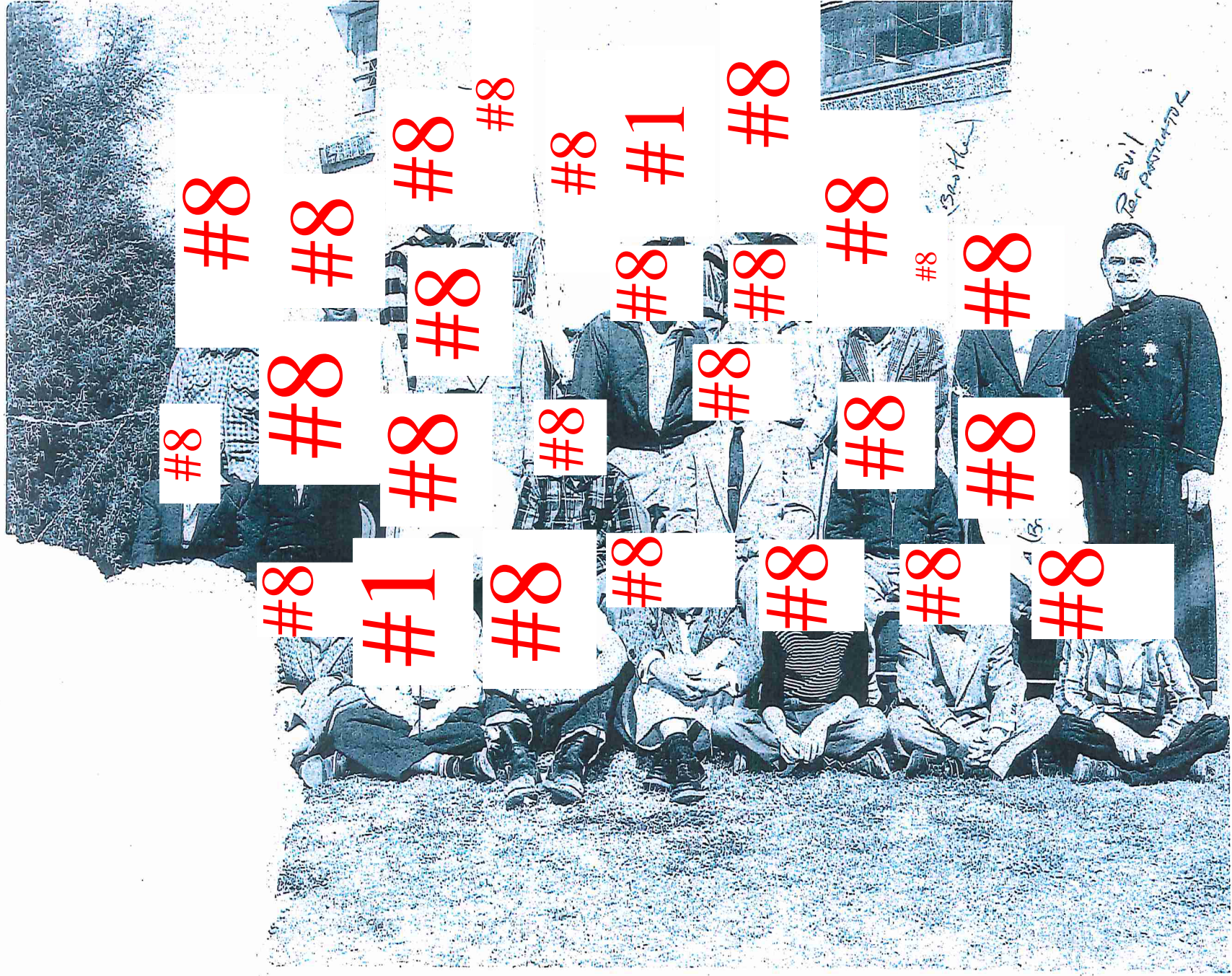
Under penalty of perjury, I declare the foregoing statements to be true and correct.

Date: May 8, 2019

Signature: #3

Print Name: #3

Relationship to Sexual Abuse Claimant: spouse and Executor/Personal Representative of the Estate of #1 (attached is the will of #1 appointing #3 the PR of his Estate)



#8

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Boyle

*Boyle
For President*

SETTLEMENT AGREEMENT AND RELEASE IN FULL

THIS AGREEMENT is made and entered into this 28th day of November 2018, by **#1**
#1 (hereinafter "Releasor") and the Congregation of the Blessed Sacrament, Province of St. Ann (hereinafter "Releasee").

WHEREAS, Releasor asserted claims related to his alleged sexual abuse by a Catholic priest and its attendant deleterious effects; and

WHEREAS, Releasor and Releasee understand and believe, after discussion with their respective counsel, that it is in their best interests to enter into this Agreement, the particulars of which have been fully explained to them;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein, it is hereby stipulated and agreed as follows:

As used herein, "Releasor" shall mean **#1**, personally and individually, and his heirs, successors, assigns, spouse, family, or anyone claiming through them or one of them by virtue of an intimate relationship with them or one of them, affiliated business entities, trustees, partners, insurers, guarantors, creditors, employees, agents, attorneys, and other representatives, executors, administrators, personal representatives, heirs at law, legatees, and all other persons claiming by or through Releasor (whether directly or derivatively).

As used herein, "Releasee" shall include the Congregation of the Blessed Sacrament, Province of St. Ann, itself and its affiliated business entities, subsidiaries, parent and sister corporations, successors, predecessors, agents, employees, designees, and assigns wherever found and in whatever incorporated, unincorporated, or governmental form it may be organized, and all other organizational units or forms, subsidiaries, divisions, and affiliates, as well as all directors, officers, employees, agents, priests, brothers, oblates, novices, and all other religious associates, insurers,

guarantors, attorneys, and other representatives, as well as their predecessors and successors, assigns, trustees, shareholders, partners, insurers, guarantors, and all directors, officers, employees, agents, attorneys, and other representatives of any of the foregoing.

Releasee shall pay to Releasor the amount of # 7 The amount of this settlement represents damages on account of personal injuries arising from occurrences within the meaning of Section 104(A)(2) of the Internal Revenue Code as amended. In consideration of the payment of the sum, Releasor hereby fully and forever releases and discharges Releasee from any and all claims, demands, damages, actions or causes of action of whatever kind or nature, known or unknown, anticipated or unanticipated, that Releasor has, or may hereafter acquire in the future, arising out of, in consequence of, on account of, or in any way related to his alleged sexual abuse. Releasor understands, represents, and agrees that he will not receive any further consideration from Releasee.

Releasor understands and agrees that the claims released herein specifically include, but are not limited to, all claims, causes of action, rights, suits, covenants, contracts, agreements, judgments, and demands of whatsoever kind or nature that were asserted or which could have been asserted against the Releasee in any pleading filed by or on behalf of Releasor in John Doe 69 v. Archdiocese of Santa Fe, et al., No #6 (Second Judicial District Court, County of Bernalillo, State of New Mexico). In consideration of the payment of the sum recited herein, Releasor agrees that he will cause the said action and all claims asserted therein on his behalf against Releasee to be dismissed with prejudice. Releasor shall forever forebear and refrain from filing any further action, claim, demand, or lawsuit of any kind whatsoever against the Releasee for anything related to or arising out of or in any way related to his alleged sexual abuse.

This Release is expressly limited to any and all claims against Releasee, and it is not the intent

of the Releasor or Releasee that any other persons, entities, or corporations benefit from the terms of this Release. It is expressly understood that any other claims or rights of the Releasor arising from his alleged sexual abuse against any other person, entity, or corporation (other than the Releasee) are expressly preserved. This Release shall in no way affect Releasor's claims or causes of action that he may have against any other defendant or potential defendant, except for Releasee.

Releasor further understands, promises, and stipulates to indemnify, defend, and hold harmless the Releasee against loss, including reasonable attorneys' fees, from any and every claim or demand of any kind and character, whether known or unknown, that might be asserted by or through the Releasor by reason of the aforesaid sexual abuse, and from injuries and/or damages or the effects or consequences thereof; including but not limited to all claims for: subrogation and/or reimbursement from any employer, workers compensation carrier, health insurance carrier or provider, health maintenance organization, hospital, and medical payments carrier or provider, Medicaid, Medicare, any governmental entity seeking reimbursement under the Medical Care Recovery Act or any other statute or law, or any other source of payment for any expenses and costs of medical treatment or examinations and related services, and workers' compensation, unemployment, welfare, or disability benefits. It is the express intent of the Releasor that this indemnity agreement shall include indemnification to the Releasee for any and all judgments, awards, settlements, costs, attorneys' fees, and expenses of whatsoever kind or nature because it is the express intent of the Releasor to completely and fully terminate any exposure or liability on part of the Releasee with respect to any claims that might be asserted by or through the Releasor by reason of the afore-mentioned sexual abuse.

Releasor further understands, promises, and stipulates to pay and/or satisfy any and all of Releasor's past, present or future expenses, costs and fees, including but not limited to his

attorneys' fees and medical or non-medical expenses in any way related to or arising out of the aforesaid sexual abuse. Releasor warrants, represents, and affirms that he is not aware of any claims by any third person asserting an interest in or other right to the claims released herein.

To the extent expressed in this Agreement, Releasor hereby satisfies and credits that fraction, portion, and percentage of the total amount of damages caused by the fault, if any, of Releasee, as may hereafter be determined or agreed to in any further legal action or proceeding, including arbitration and mediation, of these matters. Releasor agrees that Releasee is hereby discharged from all third-party liability, if any, for contribution, indemnity, or reapportionment pursuant to NMSA 1978, §§41-3-1 through -8. Releasor and Releasee hereby stipulate that Releasee is not a joint tortfeasor with any other party or entity. However, should a court determine that Releasee is jointly and severally liable for tortious acts or omissions with other defendants or non-parties, Releasor hereby reduces, to the extent of the pro rata share of Releasee, his total claim for damages recoverable against any other joint tortfeasors, thereby relieving Releasee from liability to make contribution to any such joint tortfeasor consistent with the terms of the Uniform Contribution Among Joint Tortfeasors Act, NMSA 1978, §§41-3-1 through -8.

Releasor agrees and stipulates that the payment of the consideration recited herein does not constitute an admission of liability by the Releasee, by whom liability is expressly denied, but rather that the payment represents a compromise settlement of a disputed claim for the purpose of avoiding additional costs and expenses and the possibility of an adverse verdict at trial. Releasor further agrees and stipulates that in making this settlement, the Releasor has not relied on statements or representations regarding his rights, claims for damages, and the nature and extent of his injuries by the Releasee. On the contrary, the Releasor has considered all of these matters himself and has relied on his own judgment and conscience and the advice of his attorneys.

Releasor further warrants and affirms that this settlement is reasonable and is not the product of duress, fraud, or collusion. Releasor further understands and agrees that this Agreement is not assignable and is binding upon and inures to the benefit of the parties hereto and their heirs, executors, administrators or other personal representatives, or successors in interest. Releasor further stipulates and certifies that he is not now nor has he been confined to a hospital within the last fifteen (15) days (as of the date of executing this Release), and that he has not been under the regular care of a legally licensed physician for injuries arising out of the aforesaid claim within the last fifteen (15) days (as of the date of executing this Release) pursuant to NMSA 1978, §41-1-1.

As further consideration and inducement for this Agreement, and at the request of the Releasor, Releasor and Releasee and their attorneys further stipulate and agree that this agreement is strictly confidential, and that they will not, nor will anyone else on their behalf, cause to be made public or release to any news media or to anyone else not a party to this Agreement the terms of this Agreement, including the amount of the sum being paid herein.

Releasor agrees and stipulates that the terms of this agreement are contractual and not mere recitals, and that if any court determines that any provision of this Release, or any part thereof, is invalid or unenforceable for any reason, such a determination will not affect the validity or enforceability of the remaining portions and provisions of this Release. This Release may be executed in multiple original and identical counterparts, each of which shall be deemed an original, and all of which shall constitute a single agreement. This agreement shall be governed by and construed in accordance with the law of the State of New Mexico.

This Agreement shall not be construed against either Releasor or Releasee on the grounds that such party drafted this Agreement. Instead, this Agreement shall be interpreted as though it

was drafted equally by both parties. This Agreement contains and sets forth all of the terms agreed to by the parties and sets forth the complete understanding and intentions of the parties. All discussions, negotiations, understandings and agreements of the parties are merged into this Agreement, and no discussion, negotiation, understanding or agreement which is not expressly set forth in this Agreement shall be binding upon any party. No amendment, modification or supplement to this Agreement shall be valid unless evidenced by a formal Modification Agreement signed by the parties hereto.

#1

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

ss.

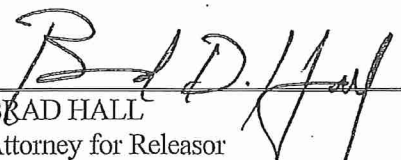
The foregoing instrument was acknowledged and attested to before me this 28th day of November, 2018 by #1


NOTARY PUBLIC

My Commission Expires:

02/27/2020

APPROVED:


BRAD HALL
Attorney for Releasor

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: Archdiocese of Santa Fe	Case Number: 18-13027-711	COURT USE ONLY
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): #1 (JOHN DOE 69)		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: c/o Law Offices of Brad D. Hall, LLC 320 Gold Ave SW #1218, Albuquerque, NM 87102 Telephone number: 505 255 6300 email: brad@bhallfirm.com		
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		
1. Amount of Claim as of Date Case Filed: \$ _____ # 7 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: childhood sexual abuse by priest (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)	Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(...).
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) (See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: _____ #1

Title: _____

Company: _____

Address and telephone number (if different from notice address above): _____

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

#1

1/4/19

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claims:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 5011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 5011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.