

**FOLEY & LARDNER LLP**

Jeffrey R. Blease (CA Bar. No. 134933)  
Tel: (617) 226-3155; [jblease@foley.com](mailto:jblease@foley.com)  
Thomas F. Carlucci (CA Bar No. 135767)  
Tel: (415) 984-9824; [tcarlucchi@foley.com](mailto:tcarlucchi@foley.com)  
Shane J. Moses (CA Bar No. 250533)  
Tel: (415) 438-6404; [smoses@foley.com](mailto:smoses@foley.com)  
Emil P. Khatchatourian (CA Bar No. 265290)  
Tel: (312) 832-5156; [ekhatchatourian@foley.com](mailto:ekhatchatourian@foley.com)  
Ann Marie Uetz (admitted *pro hac vice*)  
Tel: (313) 234-7114; [auetz@foley.com](mailto:auetz@foley.com)  
Matthew D. Lee (admitted *pro hac vice*)  
Tel: (608) 258-4203; [mdlee@foley.com](mailto:mdlee@foley.com)  
555 California Street, Suite 1700  
San Francisco, CA 94104-1520

*Counsel for the Debtor  
and Debtor in Possession*

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

In re:  
  
THE ROMAN CATHOLIC BISHOP OF  
OAKLAND, a California corporation sole,  
  
Debtor.

Case No. 23-40523 WJL

Chapter 11

**DEBTOR'S FOURTH MOTION FOR  
ORDER EXTENDING EXCLUSIVE  
PERIODS FOR THE DEBTOR TO FILE  
AND SOLICIT ACCEPTANCE OF A  
CHAPTER 11 PLAN**

Judge: Hon. William J. Lafferty

Date: August 21, 2024

Time: 10:30 a.m.

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



1 The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor  
2 in possession (the “Debtor” or “RCBO”) in the above-captioned chapter 11 bankruptcy case (the “Chapter  
3 11 Case” or the “Chapter 11 Case”), hereby files this fourth motion (the “Motion”) for entry of an order  
4 further extending the exclusive periods under sections 1121(b) and (c)(3) of the Bankruptcy Code by two  
5 months to allow the Debtor until November 8, 2024 (the “Exclusive Filing Period”), to file a chapter 11  
6 plan, and until January 8, 2025, to solicit acceptances of its plan (the “Exclusive Solicitation Period,” and  
7 together with the Exclusive Filing Period, the “Exclusivity Periods”).

8 This Motion is based on the Memorandum of Points and Authorities set forth herein, the notice of  
9 hearing on the Motion, the *Declaration of Attila Bardos in Support of Debtor’s Fourth Motion for Order*  
10 *Extending Exclusive Periods For The Debtor To File and Solicit Acceptance of a Chapter 11 Plan* (the  
11 “Bardos Declaration”) filed concurrently herewith and incorporated herein by reference, and upon such  
12 oral and documentary evidence as may be presented at the hearing on the Motion.

13 The Debtor’s proposed form of order is attached hereto as **Exhibit A** (the “Proposed Order”).

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28 FOURTH MOTION TO EXTEND EXCLUSIVITY

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1 I.

2 INTRODUCTION

3 The Debtor requests a fourth and final extension of the time in which it has the exclusive right to  
4 file and solicit votes on a Chapter 11 plan. This would extend the Debtor's exclusivity period a modest  
5 but much-needed two months.

6 The Debtor believes it has made significant progress toward a reorganization plan during the first  
7 15 months of this complex and difficult Chapter 11 Case. Since the Court approved the Debtor's most  
8 recent request for an extension of exclusivity, the Debtor's attention and efforts have been mainly focused  
9 on two things: (1) developing a plan of reorganization to present to this Court for confirmation, through  
10 continued mediation with the Official Committee of Unsecured Creditors (the "Committee") and, since  
11 June 2024 through commencing mediation with its historical insurance carriers (the "Insurers"); and (2)  
12 continuing to aggressively pursue recovery on its insurance assets through two adversary proceedings now  
13 pending in District Court (the "Insurance Coverage Litigation"). In furtherance of these efforts during the  
14 past four months, the Debtor has continued to provide extensive documentation and information to the  
15 Committee in response to the Committee's priority diligence requests in support of mediation; begun  
16 mediation with the Insurers including the submission of mediation statements and other documents to the  
17 insurance mediators; litigated the most recent round of motions to dismiss and commenced discovery in  
18 the Insurance Coverage Litigation; and participated in multiple days of mediation with the Committee and  
19 one mediation meeting thus far with the Insurers.

20 The Debtor believes it will continue to make progress toward a Chapter 11 plan. Thus far, the  
21 Debtor believes it has made progress on certain issues in mediation between the Debtor and Committee  
22 which will help to develop a plan of reorganization, and has begun mediation with the insurers regarding  
23 coverage issues. After separate meetings between the court-approved mediators (Judge Sontchi, Judge  
24 Newsome and Tim Gallagher) and each of the Debtor and Committee, the Debtor held joint two-day  
25 mediation sessions with Judge Sontchi and the Committee in March, April, May, and June. Weekly one-  
26 hour sessions were held in July, and further mediation sessions between the Debtor and Committee are  
27 scheduled for August and September 2024. After independent meetings with Judge Newsome and Tim  
28 Gallagher, the first joint mediation session with them and the Insurers was held on June 18, 2024. The

1 parties have subsequently submitted confidential mediation statements and additional information to the  
2 insurance mediators, and the Debtor anticipates that further mediation sessions will be scheduled in the  
3 coming months.

4 The Debtor needs additional time to continue mediation as described above, evaluate how a plan  
5 can be structured, and prepare a proposed plan. It remains the Debtor's objective to reach a resolution,  
6 through mediation, which will result in a consensual plan of reorganization to be proposed by the Debtor  
7 being confirmed by this Court, without competing plans on file. Even if not fully consensual, the Debtor  
8 anticipates proposing a plan of reorganization on or by November 8<sup>th</sup>. The Bankruptcy Code contemplates  
9 that a diligent debtor should have the opportunity to take these actions and without material opposition  
10 negotiate plan terms free of the distractions of competing plans. Under the circumstances presented here,  
11 the Debtor's request for a fourth extension of the Exclusivity Periods should be granted.

12 The Debtor therefore seeks a two-month extension of the Exclusivity Periods provided in section  
13 1121 of the Bankruptcy Code, extending the Debtor's exclusive period for filing a plan to November 8,  
14 2024, and its exclusive period for soliticiting votes on a plan to January 8, 2025. For the reasons set forth  
15 below, cause exists for these extensions.

## 16 II.

### 17 JURISDICTION

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

23 The legal basis for the relief requested herein is section 1121 of the Bankruptcy Code.

## 24 III.

### 25 BACKGROUND FACTS

#### 26 A. General Background

27 On May 8, 2023 (the "Petition Date"), the Debtor filed a voluntary petition for chapter 11  
28 bankruptcy relief under the Bankruptcy Code. The Debtor continues to operate its ministry and manage

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1 its properties as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No  
2 trustee has been appointed in this Chapter 11 Case.

3 On May 23, 2023, the Office of the United States Trustee for Region 17 (the “U.S. Trustee”)  
4 appointed the Committee.

5 The Debtor is a corporation sole organized under the laws of the State of California. The Debtor  
6 conducts its civil affairs under the laws of the State of California and the United States of America and in  
7 accordance with the Code of Canon Law, the ecclesiastical law of the Roman Catholic Church. Additional  
8 information regarding the Debtor, its mission, ministries, and operations, and the events and circumstances  
9 preceding the Petition Date, is set forth in the *Declaration of Charles Moore, Managing Director of*  
10 *Alvarez & Marsal North America, LLC, Proposed Restructuring Advisor to the Roman Catholic Bishop*  
11 *of Oakland, in Support of Chapter 11 Petition and First Day Pleadings* [Docket No. 19], which is  
12 incorporated herein by reference.

13 **B. The Debtor’s Post-Petition Activities and Case Progress**

14 All in all, this Chapter 11 case has been marked by efficient administration, collaboration, and  
15 minimal need for the Court’s intervention. The Debtor focused on a smooth transition into Chapter 11  
16 and obtained essential first day and other relief. After filing its first day motions (collectively, the “First  
17 Day Motions”), the Debtor worked constructively with the US Trustee, and, after its appointment, the  
18 Committee, to resolve disputes and issues regarding those motions. As a result of these efforts, the Debtor  
19 was able to obtain consensual final orders on all but one of the First Day Motions, and substantially narrow  
20 the issues prior to obtaining a Court ruling on the one First Day Motion not consensually resolved.

21 The Debtor timely filed, and later amended, its Schedules of Assets and Liabilities (as amended,  
22 the “Schedules”) and Statement of Financial Affairs on May 22, 2023 [Docket Nos. 82, 137 and 169].

23 The Debtor also obtained approval for employment of its bankruptcy professionals and for  
24 employment of ordinary course professionals, complied with the US Trustee’s reporting requirements in  
25 connection with the Initial Debtor Interview and 341 meeting, and filed and obtained approval of  
26 numerous other administrative motions in furtherance of the case. In particular, the Debtor filed a motion  
27 to set a bar date and obtain approval of claims procedures. After extensive negotiation, the Debtor and  
28



1 the Committee were able to reach an agreed bar date and claims procedures order, which was entered by  
2 the Court on July 25, 2023 (the “Bar Date Order”).

3 In addition to the foregoing, during the first 15 months of this Chapter 11 Case the Debtor and its  
4 professionals have, among other things:

- 5 • Established a constructive relationship with the U.S. Trustee and the Committee, allowing  
6 the consensual resolution of numerous matters, including most recently the Debtor’s  
7 second motion seeking approval of a premium financing agreement to allow the Debtor to  
8 pay its insurance premiums.
- 9 • Filed a motion to authorize retention of ordinary course professionals, which was granted  
10 by an order entered on July 20, 2023.
- 11 • Timely filed all Monthly Operating Reports, pursuant to the Court’s *Order (1) Pursuant to*  
12 *L.B.R. 2015-2(e) Extending Time to File Monthly Operating Reports, and (2) Modifying*  
13 *Order for Payment of State and Federal Taxes* [Docket No. 165].
- 14 • Provided extensive reporting to the US Trustee in advance of the Initial Debtor Interview,  
15 in response to the US Trustee’s *Chapter 11 Initial Reporting Requirements and Document*  
16 *Requests*, and attended the Initial Debtor Interview, which was conducted and concluded  
17 on June 9, 2023. The Debtor also provided additional information requested by the US  
18 Trustee following the Initial Debtor Interview. The Debtor has responded to all  
19 information requests from the U.S. Trustee.
- 20 • Attended the Section 341 Meeting of Creditors, which was held and concluded on June 21,  
21 2023. Bishop Michael Barber, Paul Bongiovanni (the Debtor’s CFO at the time), and  
22 Charles Moore of Alvarez & Marsal North America, LLC (the Debtor’s restructuring  
23 advisor) testified at the meeting.
- 24 • Filed a motion for rejection of an executory contract, to reduce administrative costs.
- 25 • Filed two adversary complaints seeking declaratory and breach of contract relief regarding  
26 insurance coverage for abuse claims, titled *Roman Catholic Bishop of Oakland v. Pacific*  
27 *Indemnity, et. al.*, Adversary Proceeding No. 23-04028 (the “Insurance Adversary  
28 Proceeding”), and *Roman Catholic Bishop of Oakland v. American Home Assurance Co.*  
*et al.*, Adversary Proceeding No. 23-04037 (the “Additional Insurance Adversary  
Proceeding”). These adversary proceedings (collectively, the “Insurance Coverage  
Litigation”) seeking to liquidate the Debtor’s claims against numerous of its historical  
insurance carriers.
- Following extensive discussions with the Committee, secured approval of a motion to set  
September 11, 2023, as the bar date and to approve claims procedures and proof of claim  
forms [Docket No. 181] (the “Bar Date Motion”). The Court entered the Bar Date Order,  
on July 25, 2023 [Docket No. 293].
- Following the general claims bar date of September 11, 2023, pursuant to the Bar Date  
order, reviewed and analyzed hundreds of proofs of claim, including 421 proofs of claim  
alleging claims related to sexual abuse.
- Negotiated and reached agreement with the Committee on the terms of a confidentiality  
agreement and protective order filed with the Court on July 21, 2023, and addressed  
numerous additional issues raised by the Insurers, leading to a modified confidentiality and

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1 protective order approved by the Court on January 30, 2024 (the “Confidentiality and  
2 Protective Order”), governing the Debtor providing the Committee and Insurers with  
confidential documents and information requested in this Chapter 11 Case.

- 3 • Produced thousands of documents to the Committee and to the Insurers, as discussed  
4 further below.
- 5 • Obtained multiple extensions of the statutory deadlines for assumption and rejection of  
6 non-residential real property leases, and for removal of state court actions to the bankruptcy  
7 court, to allow the Debtor to analyze these issues in connection with its overall approach  
8 to the case. In particular, the Debtor most recently obtained a further extension of time,  
9 through October 1, 2024, the Debtor’s time to assume or reject its lease agreement with  
10 Catholic Cathedral Corporation of the East Bay for use of the Oakland Cathedral and the  
11 RCBO chancery offices.
- 12 • After extensive negotiations with the Committee, filed a joint motion seeking approval for  
13 mediation and appointment of mediators, ultimately leading to entry, on January 22, 2024,  
14 of an order approving mediation and appointing mediators both between the Debtor and  
15 the Committee regarding formulation of a consensual plan, and between the Debtor and its  
16 Insurers regarding the issues raised in the Insurance Adversary Proceedings.
- 17 • Obtained approval for modifications to the cap on payment of Ordinary Court  
18 Professionals, and retained additional Ordinary Course Professionals, in order to address  
19 the developing needs of the Debtor.
- 20 • Participated in multiple rounds of in-person mediation with the Committee and participated  
21 in an initial mediation session with the Insurers, both as described in more detail herein.
- 22 • Defended multiple rounds of motions to dismiss the Insurance Coverage Litigation, most  
23 recently in the District Court, and begun discovery in the Insurance Coverage Litigation,  
24 as further described below.
- 25 • Timely paid all amounts owed to the U.S. Trustee under 28 U.S.C. § 1930(a)(6).

18 After the initial period of the case and resolution of the First Day Motions, the Debtor’s efforts  
19 focused on the bar date and claims process, litigating the Insurance Adversary Proceedings, and setting  
20 up a process for mediation with the Committee and Insurers toward a negotiated resolution of issues in  
21 the case and a consensual plan. Since the last extension of exclusivity, the Debtor’s focus in this Chapter  
22 11 Case has been on the two tracks of mediation and the Insurance Coverage Litigation. Each of these  
23 areas is discussed in more detail below.

### 24 **C. Progress in the Insurance Adversary Proceedings**

25 The insurance policies providing coverage for sexual abuse claims, maintained by the Debtor over  
26 a period of several decades, are an essential asset of the estate. This coverage will be a critical part of any  
27 plan of reorganization. On June 22, 2023, the Debtor filed its adversary proceeding complaint for  
28

1 declaratory relief and breach of contract, seeking to liquidate the Debtor’s claims against numerous of its  
2 historical Insurers [AP 23-04028, Docket No. 2]. On August 30, 2023, the Debtor filed an additional  
3 adversary proceeding complaint, seeking declaratory relief and alleging breach of contract against two  
4 additional Insurers [AP 23-04037, Docket No. 1].<sup>1</sup> Any proceeds the Debtor wins in a judgment in this  
5 Insurance Coverage Litigation, or obtains through a negotiated resolution, will infuse the estate with  
6 unrestricted cash assets, which can be used to, among other things, contribute to unsecured creditor  
7 recoveries.

8 Following an initial round of motions to dismiss in late 2023, on December 18, 2023, the Debtor  
9 filed its second amended complaint [AP 23-04028, Docket No. 161]. On January 12, 2024, the Debtor  
10 filed its third amended complaint [AP 23-04028, Docket No. 163] (the “Third Amended Complaint”).

11 The defendant Insurers filed motions to withdraw the reference as to the Insurance Coverage  
12 Litigation, on February 2 and February 6, 2024 [AP 23-04028, Docket Nos. 188, 190]. In order to avoid  
13 unnecessary delay and additional cost to the estate, the Debtor filed statements of non-opposition to those  
14 motions, and on March 18, 2024, the District Court ordered withdrawal of the reference as to the Insurance  
15 Coverage Litigation.<sup>2</sup> In response to the Third Amended Complaint, the defendant Insurers variously  
16 filed two motions to dismiss [AP 23-04028, Docket Nos. 173, 175], a motion to dismiss and/or for more  
17 definite statement [AP 23-04028, Docket No. 171] (collectively, the “Motions to Dismiss”), and two  
18 answers [AP 23-04028, Docket Nos. 164, 165].

19 The Motions to Dismiss were heard by the District Court on July 11, 2024. The District Court  
20 granted the Motions to Dismiss with leave to amend, but in doing so made it clear that the action would  
21 be moving forward. In fact, the District Court ordered that discovery in the cases continue even while the  
22 Debtor prepares the amendment directed by the District Court, emphasizing that “discovery is open now.”  
23 [Dist. Ct. Case No. 3:24-cv-00709-JSC, Docket No. 103, Transcript of July 11, 2024, Hearing, at p. 36:22].  
24 In response to a request from certain Insurer defendants that discovery not go forward pending an amended  
25 complaint, the District Court stated that: “You know what your reservation of rights are, what your  
26

27 <sup>1</sup> One of these Insurers has since been voluntarily dismissed without prejudice.

28 <sup>2</sup> The remaining defendant Insurer in the second Insurance Coverage Litigation action also moved for  
withdrawal of the reference on March 21, 2024, and that motion was subsequently granted. Both  
Insurance Coverage Litigation matters are consolidated in front of Judge Corley in the District Court.

1 potential defenses are, so you know what discovery you need to do. I don't -- we're not slowing this down  
2 for the pleading. Not going to do that.” [*Id.*, p. 37:17 -p38:8]. The Debtor’s further amended complaint is  
3 due on September 12, 2024, following a court-ordered meet and confer regarding the sufficiency of  
4 allegations. A further case management conference in the District Court is set for August 29, 2024, and  
5 the parties were directed to meet and confer regarding discovery and file a joint statement with a discovery  
6 plan prior to the conference.

7 The Debtor is optimistic the Insurance Coverage Litigation will proceed swiftly. At the case  
8 management conference held April 18, 2024, the District Court allowed discovery to commence, directed  
9 the parties to complete initial disclosures, and authorized the Debtor to proceed with a motion for partial  
10 summary judgment regarding the implications of the prior Clergy III settlements. The Debtor issued  
11 written discovery requests to the Insurer defendants on May 24, 2024, and is reviewing the responses  
12 received. The Debtor is also working to respond to discovery requests served by the Insurers.

13 On May 29, 2024, the Debtor sent separate supplemental tender letters to the Insurer defendants  
14 in the Insurance Coverage Litigation, demanding they provide a defense for certain additional claims  
15 covered by various policies issued to RCBO. Additionally, on May 30, 2024, the Debtor served separate  
16 policy limits demand letters on behalf of RCBO to all the Insurer defendants (except the California  
17 Insurance Guarantee Association (“CIGA”). These letters demanded that each Insurer indemnify RCBO  
18 in the amount of the policy limits for each applicable insurance policy, and that each Insurer respond  
19 within 30 days confirming it would do so. The Debtor has received responses, although none included  
20 agreement to indemnify the Debtor as requested and as required by the insurance policies.

21 **D. Production of Documents to the Committee and Insurers in Support of Mediation**

22 The Debtor and the Committee have continued to engage constructively with each other regarding  
23 the exchange of information and production of documents. Counsel for the Debtor, the Debtor’s financial  
24 consultants Alvarez & Marsal North America, LLC and VeraCruz Advisory, LLC, counsel for the  
25 Committee, and the Committee’s financial consultant Berkeley Research Group have had continuous  
26 discussions regarding document production by the Debtor in response to the Committee’s diligence efforts  
27 and extensive information requests. The Committee has made multiple statements to the Court  
28 acknowledging the Debtor’s cooperation in sharing information and documents.

1 The Debtor’s production of documents to the Committee has been ongoing, in response to more  
2 than 180 specific requests. The Debtor has prioritized requests that the Committee professionals have  
3 identified as most important for furtherance of mediation. The Debtor also helped facilitate the  
4 Committee’s informal discovery requests to certain non-debtor Catholic entities within the Diocese. This  
5 enabled the exchange of information and documents without the need for additional Rule 2004 motions  
6 or subpoenas to non-debtors. The Committee has indicated it needs time to value the Debtors’ assets  
7 including real estate.

8 Counsel for the Debtor has also worked with counsel for the Insurers, as well as special insurance  
9 counsel for the Committee, for the purpose of moving the Chapter 11 Case forward in a constructive  
10 direction with regard to insurance coverage for sexual abuse claims. The Debtor has now produced to  
11 every Insurer documents related to abuse claims that were previously produced to the Committee.  
12 Likewise, the Debtor has provided the proofs of claim to every Insurer that has complied with the relevant  
13 confidentiality provisions of the Bar Date Order.

14 **E. Mediation with the Committee and Insurers**

15 The Debtor’s objective in this Chapter 11 Case is to achieve confirmation of a plan of  
16 reorganization that will (a) ensure a fair and equitable outcome for survivors of sexual abuse, and (b) allow  
17 the Debtor to stabilize its finances, continue its mission to serve the needs of the faithful within the Diocese  
18 of Oakland, and continue to provide services to underserved people and groups in the East Bay. As set  
19 forth herein, the Debtor believes it has made substantial progress toward achieving all of these goals,  
20 although mediation remains ongoing and more time is needed.

21 On December 19, 2023, the Debtor and the Committee jointly filed the *Joint Motion for Entry of*  
22 *an Order Referring Parties to Mediation, Appointing Mediators and Granting Related Relief* [Docket No.  
23 705] (the “Mediation Motion”). On January 22, 2024, the Court entered an order referring the parties to  
24 mediation, appointing the mediators agreed by the parties, and identifying the matters for mediation, both  
25 as between the Debtor and the Committee, and between the Debtor and its Insurers [Docket No. 810] (the  
26 “Mediation Order”). The matters for mediation and the specifics of the mediation process are more fully  
27 set forth in the Mediation Order.  
28

1 The Committee and the Debtor each met individually with mediators Judge Sontchi and Jeff  
2 Krivis, exchanged initial proposals, and participated in the first round of mediation on March 18 and 19,  
3 2024. Additional mediation sessions were held on multiple dates in April, May, and June, and counsel  
4 for the Debtor and Committee held virtual one-hour meetings each week in July. The Debtor is committed  
5 to the mediation process and is optimistic about its outcome. However, there are many complex and  
6 difficult issues to work through, and the parties need more time. Further mediation sessions with the  
7 Committee are scheduled for August, September and October 2024. Although the Debtor cannot disclose  
8 specifics, the Debtor believes that progress is being made, although there is still a great deal of work  
9 remaining in order to file a plan with this Court.

10 The Debtor commenced mediation with the Insurers in June 2024. Debtor's counsel met  
11 independently with mediators Judge Newsome and Tim Gallagher in March to prepare for the mediation  
12 related to the Insurance Coverage Litigation. The first mediation session with both the Committee and  
13 Insurers was held in-person on June 18. All Insurers were represented at that mediation session. The  
14 parties expressed their respective positions and expectations and established a preliminary schedule for  
15 written submissions to the mediators. The Debtor and Insurers have since submitted additional  
16 information and mediation statements to the insurance mediators and anticipate that further mediation  
17 sessions will be set.

18 The mediation process between the Debtor and Committee, and between the Debtor, Committee  
19 and the Insurers, is a critical step toward the Debtor's goal of achieving confirmation of a plan of  
20 reorganization. It is crucial that the Debtor be given time to continue to engage in this process in the  
21 coming months without the interference, distraction and added cost to the estate of potentially competing  
22 Chapter 11 plans.

#### 23 IV.

#### 24 RELIEF REQUESTED

25 By this Motion, the Debtor requests this Court enter an order, substantially in the form of the  
26 Proposed Order attached hereto as Exhibit A, to extend the exclusivity periods under section 1121(b) and  
27 (c)(3) of the Bankruptcy Code for a final two months, extending the Exclusive Filing Period under  
28

1 1121(b) to and including Friday, November 8, 2024, and extending the Exclusive Solicitation Period  
2 under section 1121(c)(2) to and including Wednesday, January 8, 2025.

3 V.

4 **BASIS FOR RELIEF**

5 **A. 11 U.S.C. § 1121(d) Permits This Court to Extend the Debtor’s Exclusivity Period**

6 To facilitate effective reorganization in chapter 11 cases, the Bankruptcy Code grants a debtor-  
7 in-possession the initial exclusive right to file a plan and allows the Court to extend that exclusive right  
8 for cause. 11 U.S.C. § 1121. The debtor has the exclusive right to file a plan until 120 days after the date  
9 of the petition. 11 U.S.C. § 1121(b), (c)(2). If the debtor files a plan within the 120-day period, the  
10 debtor’s right to exclusivity continues to 180 days after the petition to allow the debtor time to seek  
11 acceptance and confirmation of its proposed plan. 11 U.S.C. § 1121(c)(3).

12 These 120-day and 180-day exclusive periods to file and to seek acceptance of a plan may be  
13 extended on the request of any party in interest. 11 U.S.C. § 1121(d). The operative portion of  
14 section 1121(d) reads: “. . . on request of a party in interest made within the respective periods specified .  
15 . . and after notice and a hearing, the court may for cause reduce or increase the 120-day period or the 180-  
16 day period referred to in this section.” 11 U.S.C. § 1121(d). The Court has discretion to extend the time  
17 in which the Debtor has the exclusive right to file and to seek acceptance of a plan. *See In re Henry Mayo*  
18 *Newhall Mem’l Hosp.*, 282 B.R. 444, 452 (B.A.P. 9<sup>th</sup> Cir. 2002).

19 Although section 1121 provides the exclusivity period may be extended “for cause,” the  
20 Bankruptcy Code does not define “cause” or provide any specific standard. The legislative history of  
21 section 1121(d), however, reflects a Congressional intent to allow a debtor to remain in control of the  
22 bankruptcy process, while recognizing the legitimate interest of creditors in the debtor’s case. *See* H.R.  
23 Rep. No. 95-595, 406 (1977); S. Rep. No. 95-989, 118 (1978). Courts have further interpreted the “cause”  
24 standard of section 1121(d) as a broad standard that allows the Court “maximum flexibility to suit various  
25 types of reorganization proceedings.” *In re Public Service Co. of New Hampshire*, 88 B.R. 521, 534  
26 (Bankr. D.N.H. 1988); *see Gaines v. Perkins (In re Perkins)*, 71 B.R. 294, 297 (W.D. Tenn. 1987) (“[t]he  
27 hallmark of [§ 1121(d)] is flexibility”); *In re Borders Grp., Inc.*, 460 B.R. 818, 821–22 (Bankr. S.D.N.Y.

1 2011) (“The determination of cause under section 1121(d) is a fact-specific inquiry and the court has broad  
2 discretion in extending or terminating exclusivity.”).

3 In exercising its broad discretion, the bankruptcy court may consider a variety of factors to assess  
4 the totality of circumstances in each case. *See In re Henry Mayo Newhall*, 282 B.R. at 452; *In re Dow*  
5 *Corning Corp.*, 208 B.R. 661, 664 (Bankr. E.D. Mich. 1997); *In re Express One Int’l, Inc.*, 194 B.R. 98  
6 (Bankr. E.D. Tex. 1996). The factors which can be considered in evaluating whether to extend the  
7 exclusivity period include: (1) the size and complexity of the case; (2) the amount of time elapsed in the  
8 case; (3) the existence of good faith progress; (4) whether the debtor is paying its bills as they become  
9 due; (5) whether the debtor has demonstrated reasonable prospects of filing a viable plan; (6) the necessity  
10 of sufficient time for the debtor to negotiate a plan; (7) whether the debtor has made progress in  
11 negotiation with its creditors; (8) whether the debtor is seeking an extension in order to pressure creditors  
12 to submit to the debtor’s reorganization demands; and (9) whether an unresolved contingency exists. *In*  
13 *re Dow Corning Corp.*, 208 B.R. 661, 664-65 (Bankr. E.D. Mich. 1997); *see also In re Express One*, 194  
14 B.R. at 100; *In re New Meatco Provisions, LLC*, No. 2:13-BK-22155-PC, 2014 WL 917335, at \*3 (Bankr.  
15 C.D. Cal. Mar. 10, 2014); *In re Catholic Bishop of N. Alaska*, No. F08-00110-DMD, 2009 WL 8412171,  
16 at \*1 (Bankr. D. Alaska Sept. 11, 2009); *In re Adelpia Commc’ns Corp.*, 352 B.R. 578, 587 (Bankr.  
17 S.D.N.Y. 2006) (noting the nine factors listed above are “objective factors which courts historically have  
18 considered in making determinations of this character”). The Ninth Circuit Bankruptcy Appellate Panel  
19 has held the one “transcendent” consideration is whether an extension of the exclusivity period will  
20 facilitate moving the case toward a fair and equitable resolution. *In re Henry Mayo Newhall*, 282 B.R.  
21 at 444, 453.

22 **B. The Requested Relief Falls Within the Statutory Time Limits**

23 The Debtor filed its petition on May 8, 2023. The Debtor’s original Exclusive Filing Period ended  
24 on September 5, 2023, and its original Exclusive Solicitation Period ended on November 4, 2023.  
25 Pursuant to the Court’s most recent order extending the Exclusivity Periods, entered on April 24, 2024  
26 [Docket No. 1088], the Debtor’s Exclusivity Filing Period runs through September 6, 2024, and its  
27 Exclusivity Solicitation Period runs through November 5, 2024.



1 The Bankruptcy Code limits extensions of the exclusivity period to 18 months from the petition  
2 date for the Exclusive Filing Period, and 20 months for the Exclusive Solicitation Period. *See* 11 U.S.C.  
3 § 1121(d)(2). These outside dates are therefore November 8, 2024, for the Exclusive Filing Period, and  
4 January 8, 2025, for the Exclusive Solicitation Period. The current dates are approximately two months  
5 short of these limits. By this Motion, the Debtor seeks a final extension to the outside dates permitted by  
6 Section 1121(d).

7 **C. Good Cause Exists to Extend the Debtor’s Exclusivity Period**

8 An evaluation of the factors identified above demonstrates cause for a fourth and final extension  
9 of the Exclusivity Periods. In *Henry Mayo Newhall*, exclusivity was extended in a situation involving  
10 “(1) a first extension; (2) in a complicated case; (3) that had not been pending for a long time, relative to  
11 its size and complexity; (4) in which the debtor did not appear to be proceeding in bad faith; (5) had  
12 improved operating revenues so that it was paying current expenses; (6) had shown a reasonable prospect  
13 for filing a viable plan; (7) was making satisfactory progress negotiating with key creditors; (8) did not  
14 appear to be seeking an extension of exclusivity to pressure creditors; and (9) was not depriving the  
15 Committee of material or relevant information.” *In re Henry Mayo Newhall*, 282 B.R. at 452, 453 (holding  
16 the Bankruptcy Court was correct in finding cause to extend exclusivity). While this motion requests a  
17 fourth extension, there is likewise cause here.

18 *1. Size and Complexity of the Case*

19 It is well-established that the size and complexity of a debtor’s case alone may constitute cause to  
20 extend the Exclusivity Periods. Courts have recognized “[t]he large size of a debtor and the consequent  
21 difficulty in formulating a plan . . . for a huge debtor with a complex financial structure are important  
22 factors which generally constitute cause for extending the exclusivity periods.” *In re Texaco Inc.*, 76 B.R.  
23 322, 326 (Bankr. S.D.N.Y. 1987). Of course, a colossal bankruptcy estate is not a prerequisite to justify  
24 an extension of the exclusivity periods based on size and complexity. *See In re United Press Int’l.*, 60  
25 B.R. 265, 270 (Bankr. D.D.C. 1986) (granting an extension of the exclusivity period for a \$40 million  
26 company); *Gaines v. Perkins (In re Perkins)*, 71 B.R. 294, 296 (W.D. Tenn. 1987) (finding a case was  
27 sufficiently large to justify an extension where there were approximately 100 creditors holding 225 claims  
28 against the estate).

1 The size and complexity of this case continues to support an extension of exclusivity. The Debtor's  
2 Schedules list more than 570 creditors. Approximately 560 proofs of claim were filed, including 421  
3 claims asserting the Debtor is liable for damages relating to childhood sexual abuse. Many of those claims  
4 are asserted to be of six-figure or seven-figure amounts, and many are listed as having an unknown  
5 amount. The claims related to childhood sexual abuse present unique complexities of confidentiality,  
6 valuation, procedure, and appropriate and equitable treatment of claims. Further extension of the  
7 Exclusivity Periods will allow additional time for the Debtor to continue to evaluate and value those claims  
8 with the assistance of Foley and A&M, negotiate protocols and values with the Committee in mediation,  
9 and craft a plan for satisfying all valid claims.

10 Adding to the complexity of this Chapter 11 Case is the Insurance Coverage Litigation. The  
11 Debtor expects the Insurance Coverage Litigation to result in significant assets becoming available to fund  
12 the estate and satisfy creditor claims. The Insurance Coverage Litigation involves issues of insurance  
13 coverage that the Debtor and its attorneys have studied for years. The Court has already addressed several  
14 of these issues in ruling on the Insurers' motions to dismiss. As set forth above, the District Court has  
15 heard the Insurer Motions to Dismiss the Debtor's Third Amended Complaint, and a fourth amended  
16 complaint is to be filed by September 12, 2024. A further case management conference has been set by  
17 the District Court for August 29, 2024. These dates are, respectively, the week after and a week before  
18 the current expiration of exclusivity. As of this filing, the District Court has not entered a scheduling  
19 order. The timing for the resolution of the Insurance Coverage Litigation is therefore unknown. While it  
20 will not be possible to resolve the Insurance Coverage Litigation through litigation before expiration of  
21 exclusivity, the Debtor believes continued progress will substantially further the likelihood of a mediated  
22 resolution and the Debtor's ability to file a successful (and hopefully consensual) plan.

23 The Debtor has also held a first mediation session with the Committee and Insurers and submitted  
24 confidential written deliverables to the mediators according to the schedule established at that session. It  
25 expects further mediation with the Insurers to be scheduled soon. An extension of the Exclusivity Periods  
26 is necessary to allow coverage issues to be further litigated or resolved through mediation without the  
27 added pressure of needing to file a chapter 11 plan.

1 Furthermore, the nature of the Debtor, as distinct from a corporate chapter 11 debtor, contributes  
2 to the complexity of the case and resultant need for additional time to propose a plan. As described in  
3 detail in the First Day Declaration, the Debtor provides central services to the Churches serving the 82  
4 parishes within the Diocese of Oakland, and also to the Non-Debtor Catholic Entities (as defined in the  
5 First Day Declaration) within the Diocese of Oakland. The Debtor must adhere to Canon Law in addition  
6 to its civil law obligations, a consideration secular, corporate debtors do not have. Finally, the Debtor's  
7 mission is unique in its focus: celebration of the sacraments, provision of pastoral services, performance  
8 of works of mercy, and outreach to and support of the faithful and the poor within the Diocese. These  
9 ministries are the Debtor's foundation. The Debtor requires additional time to evaluate the impact of  
10 potential plan options on these elements of its mission.

11 2. Amount of Time Elapsed in the Case

12 This is the Debtor's fourth request for an extension of exclusivity, following three prior extensions  
13 of four months each. The requested relief would extend the Exclusivity Periods to the 18-month and 20-  
14 month maximums provided by the Bankruptcy Code. See 11 U.S.C. § 1121(d)(2)(B). In light of the size  
15 and complexity of this Chapter 11 Case, and the significant ongoing progress toward a consensual plan,  
16 including the relatively recent start of mediation with the Committee, extension of the Exclusivity Periods  
17 as allowed by the Bankruptcy Code is appropriate. This is especially true given that the requested  
18 extension is only two additional months.

19 3. Existence of Good Faith Progress

20 The substantial steps the Debtor has taken to date to move this Chapter 11 Case forward are  
21 summarized in sections III.B – III.E, above. The Debtor's demonstrable good faith progress toward a  
22 confirmable plan supports an extension of the Exclusivity Periods.

23 4. The Debtor is Paying its Post-Petition Bills as They Become Due

24 Since the Petition Date, the Debtor has paid its employees, vendors, utilities providers, the U.S.  
25 Trustee, and other post-petition expenses in the ordinary course of business or as otherwise provided by  
26 Court order. The Debtor has paid the administrative expenses for professional fees in the Chapter 11 Case  
27 pursuant to the interim compensation procedures order, and the orders approving two rounds of interim  
28

1 fee applications. The Debtor has sufficient financial resources to continue to pay its bills as they come  
2 due and will continue to do so. This factor is satisfied.

3 5. The Debtor Has Reasonable Prospects of Filing a Viable Plan

4 The Debtor continues to have the means and ability to propose a viable plan. The Debtor is  
5 committed to proposing a plan that is both fair and equitable to survivors of sexual abuse and allows the  
6 Debtor to continue its mission. The Debtor has retained the necessary skilled professionals and has  
7 actively engaged with the Committee. The Debtor's assets, set forth in its Schedules, support the ability  
8 of the Debtor to propose a plan that meets these objectives. Further, the Debtor filed the Insurance  
9 Coverage Litigation to obtain the benefit of the substantial insurance coverage it purchased over many  
10 decades, which is an important asset to further the Debtor's goals of compensating abuse survivors through  
11 a plan. While the Debtor is aggressively litigating the Insurance Coverage Litigation, now in District  
12 Court, and has made progress in the insurance mediation process, it will take time to either negotiate an  
13 acceptable resolution or to litigate the Insurance Coverage Litigation to judgment. Although it will in all  
14 likelihood not be possible to litigate the Insurance Coverage Litigation to judgment within the Exclusivity  
15 Periods, continued progress in that litigation will further support confirmation of a fair and equitable plan.

16 It remains too early to identify the terms of a plan, which are the subject of ongoing mediation.  
17 The Debtor is working to develop the structure of a plan. Given the ongoing and confidential nature of the  
18 mediation process the Debtor cannot provide any details on the anticipated structure. Nevertheless, there  
19 is no reason to doubt a confirmable plan can be filed. The ongoing mediation only supports the likelihood  
20 of filing a viable plan. This factor supports extension of the Exclusivity Periods. *See In re Express One*,  
21 194 B.R. at 100 (the issue for this factor is whether there is reasonable prospect of filing viable plan).

22 6. The Necessity of Sufficient Time for the Debtor to Negotiate a Plan

23 The Debtor must work through a substantial number of issues, including the economic and non-  
24 economic terms of a plan, asset analysis and valuation, claims analysis and valuation, and administrative  
25 matters. Ideas are shared, vetted, debated, and adopted or withdrawn. This process takes time.

26 The Debtor therefore needs additional time to evaluate options and negotiate a plan through the  
27 mediation process. Given the complexity and difficulty of the issues to be addressed in mediation, the  
28

1 Debtor needs the additional time requested herein to engage in the ongoing mediation with the Committee  
2 without the specter of competing plans.

3 Additionally, the Insurance Coverage Litigation is an important potential source for creditor  
4 recoveries but still remains in the pleading stages despite the Debtor's diligent efforts to press forward.  
5 Extending the Exclusivity Periods will allow the Insurance Coverage Litigation to extend past the pleading  
6 stage and move closer to its ultimate conclusion before a plan must be filed, increasing the likelihood of  
7 a negotiated resolution with the Insurers.

8 The Debtor is actively pursuing both the Insurance Coverage Litigation and mediation with the  
9 Committee and Insurers. However, it is not realistic to expect either a settlement or judgment to occur  
10 during the current Exclusive Filing Period. The Debtor needs and should receive additional time to  
11 negotiate with the Committee and Insurers regarding formulation of a plan.

12 7. *The Debtor Has Made Progress in Negotiations with its Creditors*

13 Since the Committee was appointed and retained counsel, the Debtor and its advisors have been  
14 in regular contact with Committee counsel on all material matters. Significantly, the Debtor and the  
15 Committee negotiated an agreement on the issues presented in the Bar Date Motion and jointly supported  
16 the entry of the order approving that motion and the establishment of the Bar Date. This allowed for a  
17 Bar Date of approximately four months after the Petition Date, which materially advanced the progress of  
18 this Chapter 11 Case.

19 The Debtor's and Committee's respective professionals have also been working collaboratively  
20 on discovery matters. In connection with entry of the Stipulated Protective Order, the Debtor has produced  
21 thousands of documents to the Committee. As a direct result of the level of cooperation provided by the  
22 Debtor, the Committee withdrew its Rule 2004 motion for examination of the Debtor, and has repeatedly  
23 recognized and lauded the cooperation it has received from the Debtor.

24 On the essential issue of progress in negotiation regarding terms of a plan, the Debtor has made  
25 substantial steps in negotiating certain issues with the Committee. The Debtor and Committee agreed on  
26 the selection of two mediators to jointly mediate matters between the Debtor and the Committee as they  
27 work toward a consensual plan of reorganization, and as described above are actively engaging in that  
28 mediation process, having held multiple mediation sessions. While the details of the mediation are

1 confidential, the Debtor believes progress has been made. This supports an extension of the Debtor's  
2 exclusivity. *See In re Dow Corning Corp.*, 208 B.R. at 665 (active involvement in negotiation supports  
3 extending exclusivity).

4 8. *The Debtor is Not Seeking an Extension to Pressure Creditors*

5 There cannot be any reasonable contention the Debtor's request for an extension is for the purpose  
6 of pressuring creditors. There have been no major disputes with creditors in the Chapter 11 Case, and the  
7 Debtor has cooperated with the Committee on numerous issues throughout the case to date. Further, the  
8 Debtor is actively participating in mediation with the Committee. The Debtor is not abusing the  
9 exclusivity period and should be permitted to maintain exclusivity as contemplated by the Bankruptcy  
10 Code. The Debtor believes the Committee supports this Motion.

11 9. *Unresolved Contingencies*

12 Generally speaking, the types of unresolved contingencies in question are external to a bankruptcy  
13 case. *See In re Dow Corning Corp.*, 208 B.R. at 666. Here, the Debtor's key assets essential to a plan  
14 include is its portfolio of insurance policies from which it will pursue coverage to help compensate abuse  
15 survivors. The Debtor has maintained insurance coverage through a series of primary, excess, and  
16 umbrella insurers from the early 1960s through the present and has worked to identify and preserve  
17 insurance policies in effect when clergy sexual abuse allegedly occurred. To address coverage issues  
18 regarding abuse claims, the Debtor filed the Insurance Coverage Litigation. Resolution of the issues raised  
19 in the Insurance Coverage Litigation is a significant contingency affecting proposal of a plan. The Debtor  
20 is diligently pursuing resolution of the Insurance Coverage Litigation through a dual-track approach of  
21 litigation and mediation, although progress in the litigation has been substantially delayed by the insurers'  
22 motions to dismiss. This factor also supports the extension of exclusivity.

23 **D. The Requested Extension Will Facilitate Moving the Case Forward**

24 The factors discussed above all relate to the "transcendent consideration" of whether extending  
25 exclusivity will facilitate moving the case forward toward a fair and equitable resolution. *See In re Henry*  
26 *Mayo*, 282 B.R. at 453. Here, there is no question that extending the Exclusivity Periods will do that. The  
27 Debtor has set the groundwork for proposing a plan of reorganization. It is in mediation with the  
28 Committee regarding the terms of a plan and with its Insurers regarding the Insurance Mediation Matters

1 as described in the order appointing the mediators. The relief requested will allow the Debtor reasonable  
2 time to continue to progress toward filing a plan of reorganization (hopefully, consensual) while remaining  
3 protected from the pressure of a plan-filing deadline or the risk of interference of competing plans, as  
4 contemplated by the Bankruptcy Code. *See In re Homestead Partners, Ltd.*, 197 B.R. 706, 719 (Bankr.  
5 N.D. Ga., 1996) (“[t]he debtor’s exclusive opportunity at plan formulation is a key element in the delicate  
6 balance struck by Congress to encourage the consensual development of reorganization plans.”).

7 While the Debtor could simply formulate and present a plan on its own, it is highly preferable to  
8 first seek consensus with other parties, as has been the Debtor’s position throughout this Chapter 11 Case.  
9 This requires additional time for negotiation, and in particular for the pending mediations to play out,  
10 before filing a plan. The Debtor does not believe it is productive or appropriate for other parties to file  
11 competing plans before it has had a reasonable opportunity to see out the mediation process and develop  
12 and propose its own plan, hopefully through on consensual basis as a result of mediation.

13 There is every reason to believe extending the Exclusivity Periods to allow for negotiation and  
14 mediation among the major parties will move the case toward a positive conclusion in which the Debtor  
15 can reorganize and provide meaningful relief to its creditors. The requested extension of exclusivity is  
16 therefore consistent with the purpose of section 1121. *See In re Lionel Corp.*, 722 F.2d at 1071;  
17 *Homestead Partners, Ltd.*, 197 B.R. at 719.

## 18 VI.

### 19 RESERVATION OF RIGHTS

20 Nothing contained in this Motion is intended to be or shall be construed as (i) an admission as to  
21 the validity of any claim against the Debtor, (ii) a waiver of the Debtor’s or any appropriate party in  
22 interest’s rights to dispute any claim, or (iii) an approval or assumption of any agreement, contract,  
23 program, policy, or lease under section 365 of the Bankruptcy Code.

24 Nothing contained in this Motion is intended to be or shall be construed as a waiver of any of the  
25 Debtor's rights under any applicable law, including, without limitation, the Code of Canon law, the First  
26 Amendment of the United States Constitution, the Constitution of the State of California, California  
27 Corporations Code §§ 10000-10015, the Religious Freedom Restoration Act of 1993 (42 U.S.C. §§  
28 2000bb-2000bb-4), the church autonomy doctrine, charitable trust law, California trust law, and the

FOURTH MOTION TO EXTEND EXCLUSIVITY

1 Debtor's rights under any insurance policies and to proceeds thereof, and to object to disclosure of  
2 information and contend certain assets discussed in this Motion are not property of the estate.

3 **VII.**

4 **NOTICE**

5 Notice of this Motion is being provided to the Core Service List pursuant to the Court's *Final*  
6 *Order Authorizing and Approving Special Noticing and Confidentiality Procedures* [Docket No. 292] (the  
7 "Noticing Order"). Pursuant to the Noticing Order, no further notice is required.

8 **VIII.**

9 **CONCLUSION**

10 WHEREFORE, the Debtor requests the Court enter an order, substantially in the form of the  
11 Proposed Order, extending the Exclusivity Periods and granting related relief.

12 DATED: July 31, 2024

13 **FOLEY & LARDNER LLP**

14 Jeffrey R. Blease  
15 Thomas F. Carlucci  
16 Shane J. Moses  
17 Emil P. Khatchatourian  
18 Ann Marie Uetz  
19 Matthew D. Lee

20 /s/ Shane J. Moses

21 Shane J. Moses

22 *Counsel for the Debtor*  
23 *and Debtor in Possession*



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FOURTH MOTION TO EXTEND EXCLUSIVITY

# EXHIBIT A

1 **FOLEY & LARDNER LLP**

2 Jeffrey R. Blease (CA Bar. No. 134933)  
3 Tel: (617) 226-3155; [jblease@foley.com](mailto:jblease@foley.com)  
4 Thomas F. Carlucci (CA Bar No. 135767)  
5 Tel: (415) 984-9824; [tcarlucchi@foley.com](mailto:tcarlucchi@foley.com)  
6 Shane J. Moses (CA Bar No. 250533)  
7 Tel: (415) 438-6404; [smoses@foley.com](mailto:smoses@foley.com)  
8 Emil P. Khatchatourian (CA Bar No. 265290)  
9 Tel: (312) 832-5156; [ekhatchatourian@foley.com](mailto:ekhatchatourian@foley.com)  
10 Ann Marie Uetz (admitted *pro hac vice*)  
11 Tel: (313) 234-7114; [auetz@foley.com](mailto:auetz@foley.com)  
12 Matthew D. Lee (admitted *pro hac vice*)  
13 Tel: (608) 258-4203; [mdlee@foley.com](mailto:mdlee@foley.com)  
14 555 California Street, Suite 1700  
15 San Francisco, CA 94104-1520

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

18 **UNITED STATES BANKRUPTCY COURT**  
19 **NORTHERN DISTRICT OF CALIFORNIA**  
20 **OAKLAND DIVISION**

21 In re:  
22 THE ROMAN CATHOLIC BISHOP OF  
23 OAKLAND, a California corporation sole,  
24  
25 Debtor.

Case No. 23-40523 WJL

Chapter 11

**[PROPOSED] FOURTH ORDER  
EXTENDING EXCLUSIVE PERIODS FOR  
THE DEBTOR TO FILE AND SOLICIT  
ACCEPTANCE OF A CHAPTER 11 PLAN**

Judge: Hon. William J. Lafferty

26 Upon the *Debtor's Fourth Motion for Order Extending Exclusive Periods For The Debtor To File*  
27 *and Solicit Acceptance of a Chapter 11 Plan*, dated July 31, 2024 [Docket No. \_\_\_\_] (the "Motion"),<sup>1</sup>  
28 filed by the Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor  
in possession (the "Debtor") in the above-captioned chapter 11 bankruptcy case (the "Chapter 11 Case"),  
for entry of an order pursuant to section 1121(d) of the Bankruptcy Code extending the exclusive periods  
during which only the Debtor may file and solicit acceptance of a chapter 11 plan as provided in sections

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

1 1121(b) and (c)(3) of the Bankruptcy Code; the Court having reviewed and considered the Motion, the  
2 Bardos Declaration in support thereof, and all other filings in support of or opposition to the Motion; the  
3 Court finding it has jurisdiction over this matter, venue in this Court is proper, and notice of the Motion  
4 was reasonable and is sufficient under the circumstances; and the Court finding the relief requested in the  
5 Motion is in the best interests of the Debtor, its creditors, and other parties in interest; and after due  
6 deliberation and good cause appearing therefor,

7 **IT IS HEREBY ORDERED:**

8 1. The Motion is granted as set forth herein.

9 2. Pursuant to 11 U.S.C. § 1121(d), the Exclusive Filing Period during which the Debtor has  
10 the exclusive right to file a chapter 11 plan, as provided in 11 U.S.C. § 1121(b) and (c)(2), is hereby  
11 extended to November 8, 2024.

12 3. Pursuant to 11 U.S.C. § 1121(d), the Exclusive Solicitation Period during which the Debtor  
13 has the exclusive right to solicit acceptance of a chapter 11 plan, as provided in 11 U.S.C. § 1121(c)(3),  
14 is hereby extended to January 8, 2025.

15 4. This Court shall retain jurisdiction with respect to all matters arising from or related to the  
16 implementation of or interpretation of this Order.

17 \*\*\* END OF ORDER \*\*\*

**COURT SERVICE LIST**

All ECF Recipients.

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