



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

The following constitutes the order of the Court.
Signed: May 11, 2023

William J. Lafferty, III
U.S. Bankruptcy Judge

9 *Proposed Counsel for the Debtor*
10 *and Debtor in Possession*

11 **UNITED STATES BANKRUPTCY COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**
13 **OAKLAND DIVISION**

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

Case No. 23-40523 WJL
Chapter 11

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

Judge: Hon. William J. Lafferty
Date: May 9, 2023
Time: 1:30 p.m.
Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA

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

17 **IT IS HEREBY ORDERED THAT:**

- 18 1. The Application is granted as provided herein.
- 19 2. The Services Agreement, submitted with the Application [Docket No. 5-1, pages 8-18], is
20 approved subject to the terms of this Order.
- 21 3. The Debtor is authorized to retain the Claims Agent effective as of the Petition Date under
22 the terms of the Services Agreement, and the Claims Agent is authorized and directed to perform noticing
23 services, receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtor's
24 Bankruptcy Case, and provide such other administrative services—as required by the Debtor—that would
25 fall within the purview of services to be provided by the Clerk's Office. Notwithstanding anything
26 contained in this Order or the Services Agreement to the contrary, the Debtor shall be required to employ
27 the Claims Agent under a separate application under 11 U.S.C. §327, and seek approval of fees and
28

1 reimbursement of expenses pursuant to 11 U.S.C. §§330 or 331, as applicable, for services that fall outside
2 the scope of 28 U.S.C. §156(c).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 18. Notwithstanding any term in the Services Agreement to the contrary, the Court shall retain
2 jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation,
3 and/or enforcement of this Order.

4 **APPROVED AS TO FORM:**

5 OFFICE OF THE UNITED STATES TRUSTEE

6
7 By: /s/ Jason Blumberg
8 Jason Blumberg
9 Trial Attorney

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

*** END OF ORDER ***

COURT SERVICE LIST

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

All ECF Recipients.