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

In re:

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

Debtor.

Case No. 23-40523 WJL

Chapter 11

**DEBTOR'S FOURTH MOTION TO
EXTEND DEADLINE TO ASSUME OR
REJECT UNEXPIRED LEASES OF
NONRESIDENTIAL REAL PROPERTY
PURSUANT TO SECTION 365(d)(4) OF THE
BANKRUPTCY CODE**

Judge: Hon. William J. Lafferty

Date: September 25, 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 “Bankruptcy Case”), hereby files this motion (the “Motion”) pursuant to section 365(d)(4)
4 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 6006-1 of the Bankruptcy Local
5 Rules for the United States District Court for the Northern District of California (the “Local Rules”) for
6 entry of an order substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”) further
7 extending the time for the Debtor to assume or reject the lease for the Debtor’s use of facilities and grounds
8 in Oakland owned by the Catholic Cathedral Corporation of the East Bay (“CCCEB”), which includes the
9 Cathedral of Christ the Light and the Debtor’s Chancery offices. This fourth request is made with the
10 written consent of the lessor, pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

11 This Motion is based on the Memorandum of Points and Authorities set forth herein, the notice of
12 hearing on the Motion, the *Declaration of Attila Bardos in Support of Debtor’s Fourth Motion to Extend*
13 *Deadline to Assume or Reject Unexpired Leases of Nonresidential Real Property Pursuant to Section*
14 *365(d)(4) of the Bankruptcy Code* (the “Bardos Declaration”) filed concurrently herewith and incorporated
15 herein by reference, the *Third Stipulation Regarding Motion to Extend Deadline to Assume or Reject*
16 *Unexpired Leases of Nonresidential Real Property Pursuant to Section 365(d)(4) of the Bankruptcy Code*
17 [Docket No. 1326] (the “CCCEB Stipulation”), and upon such oral and documentary evidence as may be
18 presented at the hearing on the Motion.

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28 DEBTOR’S FOURTH MOTION TO EXTEND DEADLINE TO ASSUME OR REJECT UNEXPIRED LEASES

Table of Contents

I. INTRODUCTION 1

II. JURISDICTION AND VENUE..... 2

III. BACKGROUND FACTS..... 2

 A. GENERAL BACKGROUND..... 2

 B. THE DEBTOR’S POST-PETITION ACTIVITIES AND CASE PROGRESS 2

 C. THE CATHEDRAL LEASE 3

IV. RELIEF REQUESTED 5

V. BASIS FOR RELIEF 5

 A. THE COURT HAS BROAD DISCRETION TO EXTEND THE LEASE
 ASSUMPTION DEADLINE..... 5

 B. CAUSE EXISTS TO FURTHER EXTEND THE LEASE ASSUMPTION
 DEADLINE WITH RESPECT TO THE CATHEDRAL LEASE..... 7

 1. The Lessor Will Not Be Harmed by the Requested Extension and
 Has Consented 8

 2. The Debtor’s Case Is Large and Complex..... 8

 3. The Debtor Has Not Had Sufficient Time to Formulate a Plan of
 Reorganization 9

 4. Not Granting the Extension Would Significantly Disrupt the
 Debtor’s Operations 10

VI. RESERVATION OF RIGHTS 10

VII. NOTICE 11

VIII. CONCLUSION 11

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I.

INTRODUCTION

The Debtor seeks to extend the time in which it may assume or reject the unexpired lease for the Debtor's use of the property on which the Cathedral of Christ the Light, Bishop Michael C. Barber's residence, and the Debtor's Chancery offices are located (the "Cathedral Lease"). The Debtor has made significant progress toward a reorganization plan during the first 15 months of this complex and difficult Chapter 11 Case. Since the Court approved the Debtor's most recent request for an extension of the deadline to assume or reject unexpired leases of nonresidential real property, the Debtor's attention and efforts have been mainly focused on two things: (1) developing a plan of reorganization to present to this Court for confirmation, through continued mediation with the Official Committee of Unsecured Creditors (the "Committee") and, since June 2024, through commencing mediation with its historical insurance carriers (the "Insurers"); and (2) continuing to aggressively pursue recovery on its insurance assets through two adversary proceedings now pending in District Court (the "Insurance Coverage Litigation").

The Debtor is actively taking steps to develop a plan of reorganization with its constituents through mediation, evaluating how a plan can be structured, and preparing a proposed plan. Additional time is needed to address the potential effect of assumption, rejection, or modification of the Cathedral Lease as part of the overall plan process, and under the unique circumstances of this case. The Debtor believes that treatment of the Cathedral Lease should be addressed as a part of a chapter 11 plan. A further extension of the deadline to assume or reject the Cathedral Lease is therefore needed while the terms of a plan continue to form.

The Debtor therefore seeks a six-month extension of its current deadline to assume or reject the Cathedral Lease, pursuant to section 365(d)(4) of the Bankruptcy Code. Pursuant to section 365(d)(4)(B)(ii), subsequent extensions beyond an initial 90-day extension may be granted with the consent of the lessor. CCCEB, the lessor of the Cathedral Lease, has granted consent in the CCCEB Stipulation. For the reasons set forth below, cause exists for this extension.

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II.

JURISDICTION AND VENUE

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

The legal basis for the relief requested herein is section 365(d)(4) of the Bankruptcy Code.

III.

BACKGROUND FACTS

A. General Background

On May 8, 2023 (the "Petition Date"), the Debtor filed a voluntary petition for chapter 11 bankruptcy relief under the Bankruptcy Code. The Debtor continues to operate its ministry and manage its properties as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee has been appointed in this Chapter 11 Case.

On May 23, 2023, the U.S. Trustee appointed the Committee.

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

B. The Debtor's Post-Petition Activities and Case Progress

The Debtor's objective in this Chapter 11 Case is to achieve confirmation of a plan of reorganization that will (a) ensure a fair and equitable outcome for survivors of sexual abuse, and (b) allow

1 the Debtor to stabilize its finances, continue its mission to serve the needs of the faithful within the Diocese
2 of Oakland, and continue to provide services to underserved people and groups in the East Bay. It has
3 made substantial progress in setting the necessary groundwork for formulating, proposing, and confirming
4 a plan. The Debtor's post-petition activities are more fully set forth in its Status Conference Statements,
5 filed as Docket Numbers 320, 458, 520, 760 and 843, and the *Debtor's Fourth Motion for Order Extending*
6 *Exclusive Periods for the Debtor to File and Solicit Acceptance of a Chapter 11 Plan* (the "Exclusivity
7 Motion") [Docket No. 1273].

8 In furtherance of these efforts during the past five months, as the Debtor has described in detail in
9 the Exclusivity Motion, which the Court granted at a hearing held on August 21, 2024 (*see* [Docket No.
10 1306]), the Debtor has continued to provide extensive documentation and information to the Committee
11 in response to the Committee's priority diligence requests in support of mediation; begun mediation with
12 the Insurers including the submission of mediation statements and other documents to the insurance
13 mediators; litigated the most recent round of motions to dismiss and commenced discovery in the
14 Insurance Coverage Litigation; participated in multiple days of mediation with the Committee over a
15 number of months; and participated in one mediation meeting thus far with the Insurers, followed by
16 submittal of additional information and mediation statements to the insurance mediators. Mediation has
17 touched upon many issues relating to the Debtor's estate, including without limitation the Cathedral Lease.

18 **C. The Cathedral Lease**

19 As the debtor has previously explained, the Cathedral Lease is for the Debtor's use of facilities
20 and grounds in Oakland owned by CCCEB, which includes the Cathedral of Christ the Light and the
21 Debtor's Chancery offices. Although the primary purpose of the lease is nonresidential, the lease does
22 include Bishop Barber's residence and other residential spaces used from time to time by other priests of
23 the Diocese. The Debtor is the lessee under the Cathedral Lease.

24 On August 15, 2023, the Debtor filed the *Debtor's Motion to Extend Deadline to Assume or Reject*
25 *Unexpired Leases of Nonresidential Real Property Pursuant to Section 365(d)(4) of the Bankruptcy Code*
26 [Docket No. 367], seeking an extension of time to assume or reject non-residential real property leases,
27 including the Cathedral Lease. At that time, the deadline for the Debtor to assume or reject unexpired
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1 leases of nonresidential real property (the “Lease Assumption Deadline”) was September 5, 2023, and the
2 Debtor sought an extension to December 4, 2023. There were no objections, and on September 1, 2023,
3 the Court entered an order granting the motion [Docket No. 421] and extending the Lease Assumption
4 Deadline to December 4, 2023.

5 On November 28, 2023, the Debtor filed the *Debtor’s Second Motion to Extend Deadline to*
6 *Assume or Reject Unexpired Leases of Nonresidential Real Property Pursuant to Section 365(d)(4) of the*
7 *Bankruptcy Code* [Docket No. 640], seeking a further extension of the Lease Assumption Deadline, up to
8 and including April 2, 2024. There were no objections, and on December 18, 2023, the Court entered an
9 order granting the motion [Docket No. 703] (as corrected on February 15, 2024 [Docket No. 883]).

10 On March 6, 2023, the Debtor filed the *Debtor’s Third Motion to Extend Deadline to Assume or*
11 *Reject Unexpired Leases of Nonresidential Real Property Pursuant to Section 365(d)(4) of the Bankruptcy*
12 *Code* [Docket No. 924], seeking a further extension of the Lease Assumption Deadline, up to and
13 including October 1, 2024. There were no objections, and on March 26, 2024, the Court entered an order
14 granting the motion [Docket No. 1011] (the “Third Extension Order”).

15 Pursuant to section 365(d)(4) of the Bankruptcy Code and the Third Extension Order, the current
16 Lease Assumption Deadline is October 1, 2024. By the CCCEB Stipulation, the Debtor and CCCEB have
17 stipulated to an extension of the current Lease Assumption Deadline through and including April 1, 2025,
18 subject to an order granting this Motion. If the Cathedral Lease is not assumed or rejected on or prior to
19 April 1, 2025, the Cathedral Lease would be deemed rejected unless the Debtor receives, pursuant to
20 section 365(d)(4)(B) of the Bankruptcy Code, a further extension of time within which it may assume or
21 reject the Cathedral Lease.

22 CCCEB, as the lessor of the Cathedral Lease, has consented in writing to the extension requested
23 herein, as reflected in the CCCEB Stipulation.

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IV.

RELIEF REQUESTED

By this Motion, and pursuant to section 365(d)(4) of the Bankruptcy Code, the Debtor seeks to extend the current Lease Assumption Deadline by an additional six months, up to and including April 1, 2025.

V.

BASIS FOR RELIEF

A. The Court Has Broad Discretion to Extend the Lease Assumption Deadline

Section 365 of the Bankruptcy Code governs the Debtor’s ability to assume, assume and assign, and reject unexpired leases and executory contracts. Section 365(d)(4)(A) of the Bankruptcy Code provides:

an unexpired lease of nonresidential real property under which the debtor is the lessee shall be deemed rejected, and the trustee shall immediately surrender that nonresidential real property to the lessor, if the trustee does not assume or reject the unexpired lease by the earlier of—

- (i) the date that is 120 days after the date of the order for relief; or
- (ii) the date of the entry of an order confirming a plan.

11 U.S.C. § 365(d)(4)(A). Section 365(d)(4)(B)(i) provides the “court may extend the period determined under subparagraph (A), prior to the expiration of the 120-day period, for 90 days on the motion of the trustee or lessor for cause.” 11 U.S.C. § 365(d)(4)(B). Section 365(d)(4)(B)(ii) authorizes further extensions with the consent of the lessor, specifically providing that: “if the court grants an extension under clause (i), the court may grant a subsequent extension only upon prior written consent of the lessor in each instance.” 11 U.S.C. § 365(d)(4)(B)(ii).

The term “cause,” as used in section 365(d)(4)(B), is not defined in the Bankruptcy Code, nor does the Bankruptcy Code establish formal criteria for evaluating a request for an extension of the Lease Assumption Deadline. Instead, bankruptcy courts have a “great deal of discretion...to weigh all relevant factors related to the requested extension.” *BC Brickyard Assocs. v. Ernst Home Ctr., Inc. (In re Ernst Home Ctr., Inc.)*, 221 B.R. 243, 253 (B.A.P. 9th Cir. 1998) (concur.); see also *Willamette Water Front*,

1 *Ltd. v. Victoria Station, Inc. (In re Victoria Station, Inc.)*, 88 B.R. 231 (9th Cir. BAP 1988), *aff'd* 875 F.2d
2 1380 (9th Cir. 1989)).

3 In determining whether cause exists for an extension of the Lease Assumption Deadline, courts
4 have considered various factors, including (1) whether the lessor continues to receive rental payments;
5 (2) whether the case is exceptionally complex and involves a large number of leases; (3) whether the leases
6 are the primary assets of the debtor; and (4) whether the property remains vacant thereby affecting
7 neighboring tenants. *See In re Victoria Station Inc.*, 88 B.R. at 236 and n.7 (holding “cause” existed where
8 the “case involved numerous and complicated leases, the debtor continued to occupy the space and all
9 post-petition lease obligations were satisfied”).¹

10 Some courts have considered a more expansive list of factors, including: (1) whether the lease is
11 the primary asset of debtor; (2) whether the landlord has a reversionary interest in the building built by
12 debtor on landlord’s land; (3) whether the debtor has had sufficient time to assess its financial situation
13 and the potential value of its assets in terms of formulating a plan; (4) whether the lessor continues to
14 receive the rent as required by the lease; (5) whether the lessor will be damaged beyond the compensation
15 available under the Bankruptcy Code due to debtor’s continued occupation of the leased premises;
16 (6) whether the case is exceptionally complex and involves a large number of leases; (7) whether the need
17 exists for a judicial determination of whether the lease is disguised as a security interest; (8) whether the
18 debtor has failed or is unable to formulate a plan when it has had sufficient time to do so; and (9) any other
19 factors bearing on whether the debtor has had a reasonable amount of time in which to decide whether to
20 assume or reject the lease. *See In re Ernst Home Ctr.*, 221 B.R. at 253 (concur.); *see also, e.g., In re Serv.*
21 *Merch. Co., Inc.*, 256 B.R. 744, 748 (Bankr. M.D. Tenn. 2000) (applying *In re Ernst Home Ctr.* factors
22 and granting debtors extension of time); *In re Henry Mayo Newhall Mem’l Hosp.*, 282 B.R. 444, 456
23 (B.A.P. 9th Cir. 2002) (noting determination of “extensions of time to assume or reject leases under
24 § 365(d)(4)” is a “factor-driven analysis”) (citing *In re Ernst Home Ctr.*, 221 B.R. at 253) (concur.).

25
26 ¹ Although section 365(d)(4) was extensively amended by the Bankruptcy Abuse and Prevention and
27 Consumer Protection Act of 2005, Pub. L. 109-8, 119 Stat. 23 (2005) (“BAPCPA”), the discretionary
28 factors considered to determine whether cause exists for an extension articulated in the pre-BAPCPA
cases cited above continue to be applied by Bankruptcy Courts. *See, e.g., In re Hawker Beechcraft, Inc.*,
483 B.R. 424, 429 and n.7 (Bankr. S.D.N.Y. 2012).

1 “[T]he list of enumerated factors was not meant to be exclusive nor should a Court be required to
2 consider particular factors that have no application to the request for extension at issue.” *In re Ernst Home*
3 *Ctr., Inc.*, 209 B.R. 974, 980–81 (Bankr. W.D. Wash. 1997). Ultimately, whether to grant an extension
4 of time rests within the sound discretion of the bankruptcy court. *Id.*

5 **B. Cause Exists to Further Extend the Lease Assumption Deadline with Respect to the**
6 **Cathedral Lease.**

7 An evaluation of the relevant factors identified above demonstrates cause for the requested
8 extension of the Lease Assumption Deadline. The Debtor requires additional time beyond the current
9 deadline to make a reasoned determination regarding whether to assume or reject the Cathedral Lease.

10 The Debtor is current on all monetary obligations due and owing under the Cathedral Lease.
11 Consequently, its continued occupation of the leased premises will not damage CCCEB. Furthermore,
12 the Debtor continues to occupy the space it leases from CCCEB. It is therefore using its leased properties
13 and its estate is deriving benefits from the Cathedral Lease. The lessor also derives a benefit in the form
14 of regular quarterly payments under the Cathedral Lease and a steady tenant. Barring a lengthy, expensive
15 redevelopment, it is difficult to imagine anyone other than the Debtor as lessee under the Cathedral Lease.

16 As the Debtor described in detail in the Exclusivity Motion, this Chapter 11 Case is very complex.
17 The Debtor has been working expeditiously with the Committee and other key stakeholders to develop a
18 consensual plan to emerge from chapter 11, including through the mediation. Thus far, the Debtor believes
19 it has made progress on certain issues in mediation between the Debtor and Committee which will help to
20 develop a plan of reorganization, and has begun mediation with the Insurers regarding coverage issues.
21 However, the Debtor has not had a sufficient opportunity to adequately assess the potential value of the
22 Cathedral Lease in the context of its restructuring efforts, nor has the Committee had an opportunity to
23 express its view on that subject. This issue should be evaluated as part of the overall mediation and plan
24 formulation process. The evaluation will necessarily include an assessment of how the Cathedral Lease
25 fits into the long-term operation of the Debtor’s business and ministry, whether it could generate value by
26 reason of an assignment or sublease of any part, and whether any restructuring of the Cathedral Lease is

1 appropriate as part of the Debtor's reorganization. Accordingly, cause exists to extend the Lease
2 Assumption Deadline up to and including April 1, 2025.

3 1. The Lessor Will Not Be Harmed by the Requested Extension and Has Consented

4 Since the Petition Date, the Debtor has paid its post-petition expenses in the ordinary course of
5 business or as otherwise provided by court order, including for the Cathedral Lease. The Debtor is current
6 on all monetary obligations due and owing on the Cathedral Lease. The Debtor has the current financial
7 resources to continue to pay its bills as they come due and will continue to do so. The Debtor is committed
8 to remaining current with respect to all undisputed post-petition obligations under the Cathedral Lease in
9 compliance with section 365(d)(3) of the Bankruptcy Code. Moreover, forcing the Debtor to decide
10 prematurely whether to assume or reject the Cathedral Lease might prejudice the lessor if the lease were
11 rejected by operation of law. Consequently, granting the extension will not prejudice the Debtor's lessor.

12 As reflected in the CCCEB Stipulation, CCCEB expressly consents in writing to the requested
13 extension. As the lessor, CCCEB is the only non-debtor party directly affected by the relief requested.

14 2. The Debtor's Case Is Large and Complex

15 As the Debtor described in detail in the Exclusivity Motion, this Chapter 11 Case is very complex
16 for a number of reasons, including without limitation the large number of creditors, the complex issues of
17 insurance coverage to be litigated in the pending Insurance Coverage Litigation, and the nature of the
18 Debtor itself. (*See* Exclusivity Motion, V.C.1.)

19 The Debtor's Schedules list more than 570 creditors. Approximately 560 proofs of claim were
20 filed, including 421 claims asserting the Debtor is liable for damages relating to childhood sexual abuse.
21 Many of those claims are asserted to be of six-figure or seven-figure amounts, and many are listed as
22 having an unknown amount. The claims related to childhood sexual abuse present unique complexities
23 of confidentiality, valuation, procedure, and appropriate and equitable treatment of claims. (*Id.*)

24 Adding to the complexity of this Chapter 11 Case is the Insurance Coverage Litigation. The
25 Debtor expects the Insurance Coverage Litigation to result in significant assets becoming available to fund
26 the estate and satisfy creditor claims. The Insurance Coverage Litigation involves issues of insurance
27 coverage that the Debtor and its attorneys have studied for years. The Court has already addressed several
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1 of these issues in ruling on the Insurers' motions to dismiss. As set forth above, the District Court has
2 heard the Insurer Motions to Dismiss the Debtor's Third Amended Complaint, and a fourth amended
3 complaint is to be filed by September 12, 2024. (*Id.*)

4 Furthermore, the nature of the Debtor itself contributes to the complexity of the case. As described
5 in detail in the First Day Declaration, the Debtor is very different from typical chapter 11 corporate
6 debtors. The Debtor provides central services to churches serving 82 parishes and missions of the Diocese
7 of Oakland, and to the Non-Debtor Catholic Entities (as defined in the First Day Declaration). It must
8 adhere to Canon Law in addition to its civil law obligations. And it has a unique focus, including
9 celebration of the sacraments, provision of pastoral services, performance of works of mercy, and outreach
10 to and support of the faithful and the poor within the Diocese of Oakland. (*See id.*)

11 While the Debtor has made significant good faith progress to move this Bankruptcy Case forward,
12 its attention remains substantially devoted to prosecuting the Insurance Coverage Litigation to address
13 coverage issues, mediation with the Committee and the Insurers, and other pressing issues. The Debtor
14 needs additional time to assess the Cathedral Lease and its place within the Debtor's restructuring efforts.
15 The Debtor will continue evaluating the Cathedral Lease as expeditiously as practicable and will file
16 appropriate motions as soon as informed decisions are made.

17 3. *The Debtor Has Not Had Sufficient Time to Formulate a Plan of Reorganization*

18 As more fully stated in the Exclusivity Motion and noted above, the Debtor continues to work to
19 formulate and negotiate a chapter 11 plan. While it continues to make progress, based on the number of
20 creditors, the size and complexity of the Debtor's organization, the ongoing Insurance Coverage
21 Litigation, the Committee's ongoing document review and informal discovery requests, production of
22 documents to the Insurers, mediation with the Committee and the Insurers, and the course of the
23 reorganization to date (*see* Exclusivity Motion, Section III.B – E), the Debtor simply, and understandably,
24 needs additional time to negotiate with the Committee and other parties regarding formulation of a plan.
25 In particular, the mediation process remains ongoing. The future of the Cathedral Lease should be
26 addressed as part of the overall plan being negotiated.

1 Corporations Code §§ 10000-10015, the Religious Freedom Restoration Act of 1993 (42 U.S.C.
2 §§ 2000bb-2000bb-4), the church autonomy doctrine, charitable trust law, California trust law, or the
3 Debtor’s rights under any insurance policies and to proceeds thereof, or the Debtor’s rights to object to
4 disclosure of information and contend certain assets discussed in this Motion are not property of the estate.

5 **VII.**

6 **NOTICE**

7 Notice of this Motion is being provided to the Core Service List pursuant to the Court’s *Final*
8 *Order Authorizing and Approving Special Noticing and Confidentiality Procedures* [Docket No. 292] (the
9 “Noticing Order”), as well as CCCEB pursuant to Local Rule 6006-1. No further notice is required.

10
11 **VIII.**

12 **CONCLUSION**

13 WHEREFORE, the Debtor requests the Court enter an order, substantially in the form of the
14 Proposed Order, extending the Lease Assumption Deadline up to and including April 1, 2025, and granting
15 related relief.

16 DATED: September 4, 2024

FOLEY & LARDNER LLP

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18 Thomas F. Carlucci
19 Shane J. Moses
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21 Ann Marie Uetz
22 Matthew D. Lee

/s/ Shane J. Moses

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EXHIBIT A

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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 Debtor.

Case No. 23-40523 WJL

Chapter 11

**[PROPOSED] FOURTH ORDER
EXTENDING DEADLINE TO ASSUME OR
REJECT UNEXPIRED LEASES OF
NONRESIDENTIAL REAL PROPERTY
PURSUANT TO SECTION 365(d)(4) OF THE
BANKRUPTCY CODE**

Judge: Hon. William J. Lafferty

Date: September 25, 2024

Time: 10:30 a.m.

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

1 Upon the *Debtor's Fourth Motion to Extend Deadline to Assume or Reject Unexpired Leases of*
2 *Nonresidential Real Property Pursuant to Section 365(d)(4) of the Bankruptcy Code*, dated September 4,
3 2024 [Docket No. ____] (the "Motion"),¹ filed by the Roman Catholic Bishop of Oakland, a California
4 corporation sole, and the debtor and debtor in possession (the "Debtor") in the above-captioned chapter
5 11 bankruptcy case (the "Chapter 11 Case"), for entry of an order pursuant to section 365(d)(4) of title 11
6 of the United States Code (the "Bankruptcy Code") and Rule 6006-1 of the Bankruptcy Local Rules for
7 the United States Bankruptcy Court for the Northern District of California further extending the time for
8 the Debtor to assume or reject unexpired leases of nonresidential real property; the lessor of the affected
9 real property having consented to the requested relief as reflected in the Stipulation between the Debtor
10 and Catholic Cathedral Corporation of the East Bay ("CCCEB") as lessor [Docket No. 1326] (the
11 "CCCEB Stipulation"); the Court having reviewed and considered the Motion, the Bardos Declaration in
12 support thereof, the CCCEB Stipulation, and all other filings in support of the Motion; the Court finding
13 it has jurisdiction over this matter, venue in this Court is proper, and notice of the Motion was reasonable
14 and sufficient under the circumstances; and the Court finding the relief requested in the Motion is in the
15 best interests of the Debtor, its creditors, and other parties in interest; and after due deliberation and good
16 cause appearing therefor,

17 **IT IS HEREBY ORDERED:**

- 18 1. The Motion is granted as set forth herein.
- 19 2. The time period within which the Debtor may assume or reject the lease for the Debtor's
20 use of facilities and grounds in Oakland owned by CCCEB is extended through and including April 1,
21 2025, in accordance with section 365(d)(4) of the Bankruptcy Code.
- 22 3. The extension of time granted herein is without prejudice to the Debtor's rights to seek
23 further extensions of its time to assume or reject any unexpired nonresidential real estate lease as provided
24 in section 365(d)(4) of the Bankruptcy Code.
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28 ¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

COURT SERVICE LIST

All ECF Recipients.

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FOURTH ORDER EXTENDING DEADLINE TO ASSUME OR REJECT UNEXPIRED LEASES