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*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 SIXTH 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: [TBD]

Time: [TBD]

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

[Shortened Time Requested]

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 agreement for the Debtor’s use of facilities and
8 grounds in Oakland owned by the Catholic Cathedral Corporation of the East Bay (“CCCEB”), which
9 includes the Cathedral of Christ the Light and the Debtor’s Chancery offices. This sixth request is made
10 with the 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 Sixth 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 *Fifth 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 (the “CCCEB Stipulation”), and upon such oral and documentary evidence as may be presented at the
18 hearing on the Motion.

19 The Debtor is concurrently filed a request for hearing on shortened time.

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I.

INTRODUCTION

The Debtor seeks to extend the time in which it may assume or reject the unexpired lease (the “Cathedral 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 Property”). The Debtor’s objective in this Chapter 11 Case remains 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 the Debtor to stabilize its finances, continue its mission to serve the needs of the faithful within the Diocese of Oakland, and continue to provide services to underserved people and groups in the East Bay.

The Debtor has made significant progress toward reorganization, but the future of the case is currently uncertain. After hard-fought negotiations with certain of its historical insurance carriers (the “Insurers”), the Debtor has filed a confirmable plan of reorganization (the “Plan”), which provides a fair and equitable outcome for survivors of sexual abuse. The Debtor has obtained approval of its disclosure statement in support of the Plan (the “Disclosure Statement”). The Debtor continues to seek a consensual resolution of objections to the Plan raised by the Official Committee of Unsecured Creditors (the “Committee”), although it believes that confirmation of the Plan is in the best interests of the Debtor, the estate, and its creditors, even if a consensual resolution is not possible. The Plan is currently set for a status conference on confirmation scheduled for November 12, 2025. The Debtor further anticipates that the Debtor, Committee, and Insurers will return to mediation in early October 2025.

As stated in the Debtor’s prior motions to extend the deadline to assume or reject the Cathedral Lease, the Debtor believes that treatment of the Cathedral Lease should be addressed as a part of a chapter 11 plan. Indeed, the Debtor’s proposed Plan contemplates treatment of the Cathedral Lease and Cathedral Property. The Plan will not be confirmed prior to the current deadline, however, based on the Plan status conference set for November 12, 2025, as well as anticipated mediation in early October. A further extension of the deadline to assume or reject the Cathedral Lease is therefore needed while the Plan process is pending.

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 (the “Lease Assumption”).

1 Deadline”). Pursuant to section 365(d)(4)(B)(ii), subsequent extensions beyond an initial 90-day
2 extension may be granted with the consent of the lessor. CCCEB, the lessor of the Cathedral Lease, has
3 granted consent in the CCCEB Stipulation. For the reasons set forth below, cause exists for this extension.

4 By this Motion, the Debtor merely seeks to continue to preserve the status quo, pending a larger
5 resolution of the Chapter 11 Case. The relief sought would not prejudice the rights of any party, including
6 the Committee, regarding any future substantive relief related to the Cathedral Lease or Cathedral
7 Property. On this basis, the Debtor has received confirmation that the Committee does not oppose the
8 relief sought in the Motion, provided it is without prejudice to the rights, claims, causes of action and/ or
9 defenses the Committee may have regarding, arising out of or related to the Cathedral Lease.

10 II.

11 JURISDICTION AND VENUE

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

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

18 III.

19 BACKGROUND FACTS

20 A. General Background

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

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

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

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

8 After the initial period of the Chapter 11 case and resolution of its first day motions, the Debtor’s
9 efforts focused on the bar date and claims process, pursuing insurance coverage for sexual abuse claims
10 through the Insurance Coverage Litigation, and mediation with the Committee and Insurers toward
11 negotiated consensual plan terms. Since the last extension of the Lease Assumption Deadline, the Debtor’s
12 focus in this Chapter 11 Case has been on seeking confirmation of the Plan and addressing the
13 Committee’s scorched earth litigation tactics in response to the Plan.

14 The Debtor has engaged in extensive mediation with both the Insurers and the Committee.
15 Following the conclusion of a virtual mediation session on November 6, 2024, and immediately prior to
16 the filing of its original plan, the Debtor and Insurers reached agreement on the terms of an insurance
17 assignment, the creation of the Survivors’ Trust (as defined in the Plan) and a “Litigation Option” for
18 Trust Claimants (as defined in the Plan) to pursue recovery under the pertinent insurance policies, all as
19 embodied in the Plan. This agreement was no small feat. The Debtor and Insurers have been adversaries
20 throughout this Chapter 11 Case on numerous important issues. The Debtor has not reached agreement
21 with the Committee on any Plan terms, although multiple aspects of the Plan align with the Committee’s
22 stated requests, and the Debtor continues to hope for a consensual resolution.

23 On November 8, 2024, the Debtor filed *Debtor’s Plan of Reorganization* [Docket No. 1444] (the
24 “Original Plan”) and accompanying *Disclosure Statement for the Debtor’s Plan of Reorganization*
25 [Docket No. 1445] (the “Original Disclosure Statement”). On November 13, 2024, the Debtor filed
26 *Motion for Order (I) Approving Disclosure Statement; and (II) Establishing Procedures for Plan*
27 *Solicitation, Notice, and Balloting* [Docket No. 1453] (the “Approval Motion”). The Committee objected
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1 to approval of the Original Disclosure Statement and subsequent amended disclosure statements on
2 various bases, and has engaged in a barrage of litigation tactics.

3 Notwithstanding the challenges posed by the Committee's actions, the Debtor has continued to
4 work toward addressing the Committee's concerns to the extent possible and putting forth a confirmable
5 plan of reorganization. To that end, the Debtor most recently filed its *Third Amended Plan of*
6 *Reorganization* on March 17, 2025 [Docket No. 1830] (the "Third Amended Plan") and *Third Amended*
7 *Disclosure Statement* on April 3, 2025 [Docket No. 1874] (the "Third Amended Disclosure Statement").
8 On April 4, 2025, the Court entered an *Order Approving the Third Amended Disclosure Statement and*
9 *Establishing Procedures for Plan Solicitation* [Docket No. 1877].

10 In light of the escalating costs of litigation regarding the Plan, on July 16, 2025, the Debtor filed
11 its *Debtor's Motion to Continue Confirmation Hearing and to Reset Confirmation Schedule* [Docket No.
12 2147] (the "Motion to Continue Confirmation"), seeking a continuance of the Plan confirmation hearing.
13 Based on the Motion to Continue Confirmation, the court scheduled a status conference regarding
14 confirmation of the Third Amended Plan for November 12, 2025 [Docket No. 2162]. The Debtor remains
15 confident that the Plan can be confirmed and is in the best interest of all the Debtor's creditors and its
16 estate, but the costs of doing so may be prohibitive. The Debtor has therefore filed a motion to dismiss the
17 Chapter 11 Case (the "Motion to Dismiss"), but has not yet set the motion for hearing, and has also
18 committed to return to mediation with the Committee and Insurers. The Debtor remains hopeful that a
19 consensual resolution can be reached with the Committee. If that is not possible, the Debtor will evaluate
20 its options regarding the case, including moving forward with its Motion to Dismiss.

21 **C. The Cathedral Lease**

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

1 On August 15, 2023, the Debtor filed the *Debtor's Motion to Extend Deadline to Assume or Reject*
2 *Unexpired Leases of Nonresidential Real Property Pursuant to Section 365(d)(4) of the Bankruptcy Code*
3 [Docket No. 367], seeking an extension of time to assume or reject non-residential real property leases,
4 including the Cathedral Lease. At that time, the Lease Assumption Deadline was September 5, 2023, and
5 the Debtor sought an extension to December 4, 2023. There were no objections, and on September 1,
6 2023, the Court entered an order granting the motion [Docket No. 421] and extending the Lease
7 Assumption Deadline to December 4, 2023.

8 The Debtor has subsequently filed four further motions to extend the Lease Assumption deadline
9 [Docket Nos. 640, 924, 1328, and 1825]. There were no objections to these motions, and the Court entered
10 orders granting each [Docket Nos. 883, 1011, 1345, and 1871]. Most recently, on April 2, 2025, the Court
11 entered the *Fifth Order Extending Deadline to Assume or Reject Unexpired Leases of Nonresidential Real*
12 *Property Pursuant to Section 365(d)(4) Of The Bankruptcy Code* [Docket No. 1871] (the "Fifth Extension
13 Order").

14 Pursuant to section 365(d)(4) of the Bankruptcy Code and the Fifth Extension Order, the current
15 Lease Assumption Deadline is October 1, 2025. By the CCCEB Stipulation, the Debtor and CCCEB have
16 stipulated to an extension of the current Lease Assumption Deadline through and including April 1, 2026,
17 subject to an order granting this Motion. If the Cathedral Lease is not assumed or rejected on or prior to
18 April 1, 2026, the Cathedral Lease would be deemed rejected unless the Debtor receives, pursuant to
19 section 365(d)(4)(B) of the Bankruptcy Code, a further extension of time within which it may assume or
20 reject the Cathedral Lease.

21 The Plan contemplates treatment of the Cathedral Property and Cathedral Lease. Pursuant to the
22 Plan, the Cathedral Lease will be rejected, in connection with a settlement whereby the Cathedral Property
23 is to be transferred to the Debtor in satisfaction of outstanding loan obligations owed by CCCEB to the
24 Debtor (the "CCCEB Settlement"). The CCCEB Settlement is further described in the Third Amended
25 Disclosure Statement.

26 CCCEB, as the lessor of the Cathedral Lease, has consented in writing to the extension requested
27 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, 2026.

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.).

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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 so that treatment of the Cathedral Lease can be resolved through the Debtor’s Plan.

10 The Debtor has been working extensively with the Committee and Insurers to development the
11 terms of plan to emerge from chapter 11, including through the mediation. This led to agreement with the
12 Insurers on the terms of the assignment of insurance coverage reflected in the Plan. While the Debtor and
13 the Committee have not reached agreement on any specific terms of the Plan, much of the Plan reflects
14 what the Committee has requested, and the Debtor believes that the Plan is fair and equitable and should
15 be confirmed. The Debtor is currently making a final effort to reach a consensual resolution with the
16 Committee.

17 The Plan provides for resolution of issues related to the Cathedral Lease and Cathedral Property
18 through the CCCEB Settlement. Currently there is a status conference on Plan confirmation that is set for
19 November 12, 2025, well after the currently Lease Assumption Deadline. Because the Plan therefore will
20 be confirmed well after the current Lease Assumption Deadline, a further extension of the currently Lease
21 Assumption Deadline is necessary pending resolution of the Plan confirmation process.

22 Accordingly, cause exists to extend the Lease Assumption Deadline up to and including April 1,
23 2026.

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

25 Since the Petition Date, the Debtor has paid its post-petition expenses in the ordinary course of
26 business or as otherwise provided by court order, including for the Cathedral Lease. The Debtor is current
27 on all monetary obligations due and owing on the Cathedral Lease. The Debtor is committed to remaining
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1 current with respect to all undisputed post-petition obligations under the Cathedral Lease in compliance
2 with section 365(d)(3) of the Bankruptcy Code. As set forth in the *Debtor's Response to the Official*
3 *Committee of Unsecured Creditors' (I) Objection to Proposed Postpetition Payment to Catholic*
4 *Cathedral Corporation of the East Bay and (II) Request For an Emergency Hearing* [2144] (the "CCCEB
5 Payment Response"), payment of these obligations is necessary to the Debtor's operations, because
6 CCCEB does not otherwise have the funds to pay ongoing operating expenses of the Cathedral Property.

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

9 2. *The Debtor's Case Is Large and Complex*

10 As the Debtor described in detail in the Third Amended Disclosure Statement, this Chapter 11
11 Case is very complex for a number of reasons, including without limitation the large number of creditors,
12 the complex issues of insurance coverage to be litigated in the pending Insurance Coverage Litigation,
13 and the nature of the Debtor itself.

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

19 Adding to the complexity of this Chapter 11 Case is the covered litigation between the Debtor and
20 the Insurers (the "Insurance Coverage Litigation"). The Insurance Coverage Litigation has resulted in
21 significant assets becoming available to satisfy creditor claims through the assignment provisions of the
22 Plan.

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

While the Debtor has made significant good faith progress to move this Bankruptcy Case forward, it has taken significant time to reach the current stage, where the Debtor must either move forward with Plan confirmation or seek dismissal of the Bankruptcy Case. The Debtor needs additional time to allow for treatment of the Cathedral Lease and Cathedral Property through the Plan.

3. *The Debtor Needs Additional Time to Seek Confirmation of its Plan of Reorganization*

The Debtor has now filed a proposed Plan and has obtained approval of its Disclosure Statement. As noted above, however, the hearing on Plan confirmation has been continued to a date to be determined following a status conference on November 12, 2025. In addition, the Debtor anticipates a return to mediation including both the Committee and the Debtor's insurers in early October, in a final effort to reach agreement on a consensual Plan. The Debtor therefore needs additional time to in connection with the Plan Confirmation process. The future of the Cathedral Lease should be addressed as part of the Plan.

4. *Not Granting the Extension Would Significantly Disrupt the Debtor's Operations*

The deemed rejection of the Debtors' Cathedral Lease could adversely impact the Debtor's ongoing restructuring efforts and greatly disrupt its operations. For example, the Cathedral Lease grants the Debtor access to its central offices – the Chancery – and the most visible place of worship in the Diocese of Oakland, the Cathedral of Christ the Light, where daily Mass is held and where many Catholic faithful come to pray and to worship each day. The Debtor has proposed the CCCEB Settlement as part of the Plan, whereby the Cathedral Property will be transferred to the Debtor, so that the Debtor can continue to use the Cathedral Property uninterrupted. As set forth in the CCCEB Payment Response, ongoing payments of operating expenses for the Cathedral Property are essential to continue maintenance and operation of of the Cathedral Property. The Debtor is in no position at this stage of the case to relocate the operations and activities that occur at this site.

1 In sum, considering the Debtor's ongoing payment of its post-petition obligations under the
2 Cathedral Lease, the consent of the lessor, the size and complexity of this Chapter 11 Case, the time
3 needed to address confirmation of the Debtor's reorganization Plan, and the adverse effects of not granting
4 the extension for the Debtor, its lessor, and the Estate, cause exists for an extension of the Lease
5 Assumption Deadline to April 1, 2026, to be granted under section 365(d)(4)(B)(ii) of the Bankruptcy
6 Code.

7 VI.

8 RESERVATION OF RIGHTS

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

13 Nothing contained in this Motion is intended to be or shall be construed as a waiver of any of the
14 Debtor's rights under any applicable law, including, without limitation, the Code of Canon law, the First
15 Amendment of the United States Constitution, the Constitution of the State of California, California
16 Corporations Code §§ 10000-10015, the Religious Freedom Restoration Act of 1993 (42 U.S.C.
17 §§ 2000bb-2000bb-4), the church autonomy doctrine, charitable trust law, California trust law, or the
18 Debtor's rights under any insurance policies and to proceeds thereof, or the Debtor's rights to object to
19 disclosure of information and contend certain assets discussed in this Motion are not property of the estate.

20 VII.

21 NOTICE

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

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VIII.

CONCLUSION

WHEREFORE, the Debtor requests the Court enter an order, substantially in the form of the Proposed Order, extending the Lease Assumption Deadline up to and including April 1, 2026, and granting related relief.

DATED: September 18, 2025

FOLEY & LARDNER LLP

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Shane J. Moses
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Mark C. Moore

/s/ Shane J. Moses

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Exhibit A

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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

**[PROPOSED] SIXTH 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: [TBD]

Time: [TBD]

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

1 Upon the *Debtor's Sixth 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 17,
3 2025 [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. __] (the "CCCEB
11 Stipulation"); the Court having reviewed and considered the Motion, the Bongiovanni 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 2026, 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.

1 4. Any and all of the Debtor's rights, claims, and defenses with respect to the characterization
2 of leases or agreements under Bankruptcy Code sections 365(d)(3) and 365(d)(4) or otherwise are
3 reserved.

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

6 *** END OF ORDER ***
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COURT SERVICE LIST

All ECF Recipients.