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The following constitutes the order of the Court.

Signed: June 9, 2023

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

*Proposed 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

**FINAL ORDER AUTHORIZING THE
DEBTOR TO (I) CONTINUE EXISTING
INSURANCE COVERAGE AND SATISFY
OBLIGATIONS RELATED THERETO, AND
(II) RENEW, AMEND, SUPPLEMENT,
EXTEND OR PURCHASE INSURANCE
POLICIES IN THE ORDINARY COURSE
OF BUSINESS**

Judge: Hon. William J. Lafferty

Date: June 6, 2023

Time: 2:30 p.m.

Place: United States Bankruptcy Court

1300 Clay Street

Courtroom 220

Oakland, CA 94612

1 Upon the *Debtor's Motion For Interim and Final Orders Authorizing the Debtor to (I) Continue*
2 *Existing Insurance Coverage and Satisfy Obligations Related Thereto, and (II) Renew, Amend,*
3 *Supplement, Extend or Purchase Insurance Policies in the Ordinary Course of Business,* dated May 8,
4 2023 (the "Insurance Motion"),¹ filed by the Roman Catholic Bishop of Oakland, a California corporation
5 sole, and the debtor and debtor in possession (the "Debtor" or "RCBO") in the above-captioned chapter
6 11 bankruptcy case (the "Chapter 11 Case" or the "Bankruptcy Case") for entry of interim and final orders
7 authorizing the Debtor to (i) continue insurance coverage entered into prepetition; (ii) satisfy obligations
8 related thereto whether prepetition or postpetition; (iii) pay brokerage fees and related fees incurred in
9 connection with its insurance program; (iv) maintain its self-insurance program and pay costs related
10 thereto; and (v) renew, amend, supplement, extend, or purchase insurance policies and related agreements
11 as may be required in the ordinary course of business during this Bankruptcy Case; the Court having
12 reviewed and considered the Insurance Motion, the First Day Declaration, all other filings in support of
13 any opposition to the Insurance Motion, and the arguments made at the interim and final hearings on the
14 Insurance Motion; the Court finding that it has jurisdiction over this matter, that venue in this Court is
15 proper, and that notice of the Insurance Motion and the interim and final hearings thereon was reasonable
16 and sufficient under the circumstances for the granting of interim and final relief; the Court finding that
17 ample cause exists to grant a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h) for the entry
18 of an interim and final order granting the Insurance Motion; and the Court further finding that the relief
19 requested in the Insurance Motion is in the best interests of the Debtor, its creditors, and other parties in
20 interest; and after due deliberation and good cause appearing,

21 **IT IS HEREBY ORDERED THAT:**

- 22 1. The Insurance Motion is granted on a final basis.

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28 ¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Insurance Motion.

1 2. The Debtor is authorized, but not directed, to maintain and continue its Insurance Program,²
2 and, in its discretion and business judgment, pay and honor any and all Insurance Obligations³ in the
3 ordinary course of business, including without limitation any and all prepetition and postpetition amounts
4 that are or become due and owing on account of the Program Policies, the Premium Financing Agreement,
5 any SIR or Deductible costs, Self-Insured Coverages obligations, TPA Fees, and Brokerage Fees.

6 3. The Debtor is authorized, but not directed, to renew, amend, supplement, extend, replace,
7 modify, endorse, purchase and/or enter into new Program Policies, as may be required in the ordinary
8 course of business in the Debtor's sole discretion, and enter into new premium finance agreements in
9 connection with such Program Policies. The Debtor is further authorized, but not directed, to renew,
10 amend, supplement, extend, replace, modify, and/or enter into new agreements related to the Insurance
11 Program, including without limitation agreements with its Insurance Broker and other service providers
12 necessary to the Insurance Program, including the TPA Agreement and the Allocation Services
13 Agreement, as may be required in the ordinary course of business in the Debtor's discretion and business
14 judgment. Notwithstanding anything herein or in the Motion to the contrary, the Debtor shall provide
15 counsel to the Official Committee of Unsecured Creditors with no less than seven (7) days' notice of any
16 action the Debtor intends to take pursuant to the authority granted to it by this paragraph, unless strict
17 enforcement of this notice period would be impractical or otherwise jeopardize the Debtor's insurance
18 coverage, in which case the Debtor shall give the Committee such notice as is reasonable under the
19 circumstances.

20 4. The Debtor's banks and financial institutions are authorized and directed to honor all
21 checks, electronic payment requests, or other withdrawals for amounts representing payments or
22 reimbursements for Insurance Obligations, whether for prepetition or postpetition amounts accrued. Such
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24 ² For the avoidance of doubt, the term Insurance Program shall include all Program Policies, and the term Program Policies
25 shall, in turn, include all insurance policies issued or providing coverage at any time to the Debtor or its predecessors, whether
26 expired, current, or prospective, and any agreements or documents related thereto, whether or not identified on **Exhibit C** to
27 the Insurance Motion.

28 ³ For the avoidance of doubt, the term Insurance Obligations shall include, but is not limited to, all premiums (including
insurance premiums and audit premiums), all deductibles (including funded deductibles), expenses, assessments, surcharges,
service fees, broker fees and all other amounts (including any collateral) arising under or in connection with the Insurance
Program, whether arising prepetition or postpetition.

1 banks and financial institutions are authorized to rely on the Debtor's designation of any particular check
2 or other payment request as being authorized by this Final Order.

3 5. The Debtor is authorized to issue postpetition checks or electronic payments in replacement
4 of any checks or electronic payment requests for Insurance Obligations that are dishonored as a
5 consequence of this Bankruptcy Case.

6 6. Nothing in the Insurance Motion or this Final Order (a) alters or amends the terms and
7 conditions of the Insurance Program; (b) relieves the Debtor of any of its obligations under the Insurance
8 Program; (c) creates or permits a direct right of action against any Insurance Carrier⁴ that does not
9 otherwise exist; (d) precludes or limits, in any way, the rights of any Insurance Carrier to contest and/or
10 litigate the existence, primacy and/or scope of available coverage under the Insurance Program; or (e)
11 otherwise waives any rights of either the Debtor or any Insurance Carrier under the Insurance Program.

12 7. Nothing in this Final Order shall be construed as: (a) an admission regarding the validity
13 of any prepetition claim against the Debtor; (b) a promise or requirement to pay any prepetition claim; (c)
14 a request or authorization to assume any prepetition executory contract; (d) a waiver of the Debtor's, or
15 any estate representative's, right to dispute any claim on any grounds; (e) a modification, termination, or
16 waiver of the automatic stay; or (f) otherwise a waiver of the Debtor's rights under the Bankruptcy Code
17 or other applicable law.

18 8. This Final Order shall be immediately effective and enforceable upon entry.

19 9. The Debtor is authorized to take all actions necessary or appropriate to effectuate the relief
20 granted in this Final Order.

21 10. This Court shall retain jurisdiction with respect to all matters arising from or related to the
22 implementation of or interpretation of this Final Order.

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27 ⁴ For the avoidance of doubt, the term Insurance Carrier shall include all insurance carriers and third party administrators that
28 issued or entered into any Program Policies and any of their affiliates and successors, whether or not such insurance carriers,
third party administrators, affiliates and/or successors are identified on **Exhibit C** to the Insurance Motion.

1 **APPROVED AS TO FORM:**

2 OFFICE OF THE UNITED STATES TRUSTEE

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4 By: /s/ Jason Blumberg
5 Jason Blumberg
6 Trial Attorney

7 **APPROVED AS TO FORM:**

8 LOWENSTEIN SANDLER LLP

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10 By: /s/ Brent I. Weisenberg
11 Brent I. Weisenberg
12 Proposed Attorneys for the
13 Official Committee of Unsecured Creditors

14 *** END OF ORDER ***

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All ECF Recipients.