UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

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In Re:	) Case No. 23-40523
	) Chapter 11
THE ROMAN CATHOLIC BISHOP OF OAKLAND	)
	) Oakland, California
	) Friday, July 18, 2025
Debtor.	) 2:30 PM
_____	)
	MOTION TO CONTINUE HEARING ON CONFIRMATION AND TO RESET CONFIRMATION SCHEDULE (DOC 2147)
	ADV#: 24-04051 THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF THE ROMAN CATHOLIC BISHOP OF OAKLAND v. THE ROMAN CATHOLIC BISHOP OF OAKLAND, ET AL.
	STATUS CONFERENCE

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE WILLIAM J. LAFFERTY
UNITED STATES BANKRUPTCY JUDGE

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Proceedings recorded by electronic sound recording; transcript provided by transcription service.

OAKLAND, CALIFORNIA, FRIDAY, JULY 18, 2025, 2:30 PM

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(Call to order of the Court.)

THE CLERK: Roman Catholic Bishop of Oakland, case number 23-40523. Transferring over parties now, Your Honor.

THE COURT: Okay. You can start. How's that?

MR. MOSES: I wasn't expecting to be the only person here, but since I am --

THE COURT: Okay.

MR. MOSES: Shane Moses, with Foley & Lardner, for the debtor, Your Honor.

THE COURT: Okay.

MS. UETZ: Good afternoon, Your Honor. Ann Marie Uetz, of Foley & Lardner, for the debtor.

THE COURT: Okay. Anybody else?

MS. UETZ: Not for the debtor, Your Honor.

THE COURT: Okay. Then let's go ahead and have other folks make their appearances.

MS. ALBERT: Good afternoon, Your Honor. Gabrielle Albert, Keller Benvenutti Kim, on behalf of the creditors' committee.

MR. KAPLAN: Good afternoon, Your Honor. Michael Kaplan, along with my partner, Brent Weisenberg, from Lowenstein Sandler, on behalf of the committee.

THE COURT: Okay. Thank you.

MR. JACOBS: Good afternoon, Your Honor. Todd Jacobs on behalf of Westport Insurance Corporation. I'm here with my co-counsel, Blaise Curet.

THE COURT: Okay. Thank you very much.

MS. DANIELS: Good morning, Your Honor. Justine Daniels for the Pacific insurers.

THE COURT: Okay. Thank you very much.

Is that everybody? I think so, right?

THE CLERK: All parties with their hand raised have been admitted, Your Honor.

THE COURT: Okay. Well, I sort of bet on myself, in the sense that I said I bet I have some questions, and I do. But why don't we begin with any updates, if there are any, of people who have been talking, and there's anything that you want to let me know that has transpired between now and the last time we were together.

MS. UETZ: Thank you, Your Honor. Ann Marie Uetz, of Foley & Lardner, on behalf of the debtor.

I have no updates since Wednesday, except that we resolved the withdrawal of each of the objections to professional fees.

THE COURT: Okay.

MS. UETZ: So based on what happened Wednesday, we were able to resolve that.

THE COURT: Okay.

MS. UETZ: Beyond the motion for the extension and the adversary proceeding scheduling conference that is set for today -- I think it's a scheduling conference or status.

THE COURT: That's what I understand.

MS. UETZ: I'm not quite sure the exact name of it.

THE COURT: Yeah.

MS. UETZ: Beyond those two things, the debtor has thought about, especially, this Court's questions, at various times on Wednesday, of the parties regarding how to break the logjam. We have some ideas about that. I think it may be best if I might raise those with you at the foot of the hearing --

THE COURT: Fine.

MS. UETZ: -- rather than lead with it.

THE COURT: Fine.

MS. UETZ: But I just wanted to mention that. So that's all I have to say before we proceed.

THE COURT: Okay. Well, let me then open the floor to anybody else. The motion, I take it -- I think I remember that the motion had had some discussion before it was filed on Wednesday morning. But if anybody, having looked at the motion a little more carefully, or having otherwise just thought about it, or thought about the timing, if anybody wants to give me their thoughts, other than the debtor, before I ask a question or two, I will welcome that. So if anybody on the committee wants to give me any further insights or thoughts, have at it.

MR. KAPLAN: Thank you, Your Honor. Thank you, sir. Michael Kaplan from Lowenstein Sandler.

I think, Your Honor, our position really can be succinctly stated as this. Our view is that, if the debtor is intending on moving forward with or continuing with this plan, we find it difficult to understand why more time on this plan, when we're already three-quarters of the way down the road, makes sense.

And I say that, sir, not because there can't be another solution, but the notion of just stopping everything for sixty days, or ninety days, or something like that, this plan is still going to be this plan. The vote is still going to be complete and is this vote. The fact discovery is basically complete. We're, I would say, I think, hopefully agree on halfway through expert reports and about to get to depositions. Then all that's really left is to come before you and try it on the merits.

So if the intention is to proceed with this plan, stopping everything for sixty or ninety days doesn't make a lot of sense. That is not to say that, if the debtor is going with a completely different route or plan, we're not -- we don't have an opinion on that yet because it hasn't happened. It doesn't mean that there can't be another avenue, if Your Honor is contemplating putting that off. We certainly also have some thoughts on creative solutions. But at the very outset, I

think it's important for us to just -- we're not trying to obstruct for the sake of obstructing. But if this is the path we're going, we'd like to finish it. I think that's how we would state our position.

THE COURT: Fair enough. And by the way, you're kind of hitting the nail on the head for one of the questions I had, too, which is to make sure I understand the reason why we would be pausing. I'll put it that way. Okay? But I'll come back to my question.

Anybody else want to be heard? Do the insurers want to be heard?

No. All good? Okay.

Ms. Daniels, yes.

MS. DANIELS: I just -- last night the Pacific insurers filed a brief response to the motion, and I just wanted to make sure that --

THE COURT: I had not seen that. I was busy this morning, and I didn't realize that I was going to -- I apologize. Do you want me to take a break and go look at it?

MS. DANIELS: It's only two pages, Your Honor.

THE COURT: Okay.

MS. DANIELS: And to be clear, we do not take a position on whether or not the continuance should occur. The filing is more directed towards the unblocking of the logjam issues that you raised at the prior hearing.

THE COURT: Okay.

MS. UETZ: Your Honor, from the debtor's perspective, I would support taking -- it's two pages, but I do think it would help to inform the Court as it considers the issues before it today.

THE COURT: All right. So is this a good time?

MS. UETZ: It is.

THE COURT: I'll take about maybe five minutes, okay? All right. Thank you.

MS. UETZ: Thank you.

THE COURT: Thank you, Ms. Daniels, I appreciate it. Okay. Thanks.

MS. DANIELS: Thank you, Your Honor.

THE COURT: All right.

(Recess from 2:37 p.m., until 2:42 p.m.)

THE CLERK: Court is back in session.

THE COURT: Come to attention. Okay. Thank you. I read it. I would like to just get a couple of ideas out there and get folks' reaction to them. And then we can circle back to what's on Ms. Daniels' mind, and maybe the debtors as well.

So in looking over the motion, I had the following reactions. And don't worry about the reactions as much as the question that's going to come at the end of it. The debtor has been concerned about administrative insolvency and the ability to pay ongoing claims of the professionals for some time.

That having been said, I'll just say something we all know, that the Knudsen order is a tool, and when it's available, it's a great thing. The fact that it may not be available doesn't mean that anything changes about the case, necessarily, one way or the other.

So I was a little bit -- I have sort of two related concepts, and at the end of that there is a question, which is, if the thesis of the motion is that we're not sure we're going to be able to pay, on a current basis, some professional fees, so therefore we need to put off confirmation, that did not exactly follow for me, in the sense that I don't want to applaud the fact, but it is a fact that, in Chapter 11, sometimes professionals, for some time, may not be paid currently, and there may be some concern about that. Everybody here has told me, and I believe them, that they will do their duty, and they will vigorously represent their clients, one way or the other, no matter payment or not. That's great.

But what I'm struggling with now is two things. Why would the possibility of not immediate payment to professionals dictate, change the timing of a confirmation hearing, necessarily? And number two, it's not so clear to me what the timing is of taking steps to mitigate that. I'm not sure exactly how fast assets really could be sold as a practical matter. And I, again, may just have some doubts about that.

But my fundamental question that I'm going to come

back to, and it's really going to drive this -- the concerns are the concerns; I'm not sure I'm going to make a decision based on those today. But it goes back to something that was in Mr. Kaplan's presentation, which is, I guess I'm wondering whether, in the debtor's mind, we're simply delaying this sixty days, or more, or whether what we're really doing is pulling a plan because we're likely to be doing something else.

And let me see to what extent I can get an answer to that question. I mean, certainly if the debtor's position is we want to amend the plan, it's their plan. They're the proponent. They can, at any time, tell me we're not going forward with this plan. And I guess, within that, would be the question of, if the debtor is going to liquidate some assets, does that mean the plan has to be modified in some way, or that the disclosure has to be dealt with in some way that it hasn't been? Maybe the answer is no, but I think those are things we should sort of get on the table and talk about.

So Ms. Uetz, let me just pose the most fundamental question to you, which is, in your mind, does this schedule contemplate making modifications to the plan, or not necessarily?

MS. UETZ: It does not, Your Honor.

THE COURT: Okay. Then this is really just a question of timing and convenience.

MS. UETZ: It's a question of timing and the debtor's

belief that it has a fiduciary duty to the estate including its administrative creditors. And I appreciate what Your Honor said about the Knudsen order, but the fact is, right now, we are subject to the interim compensation order which is in place in this case.

THE COURT: Yeah.

MS. UETZ: And so that's where we find ourselves.

THE COURT: Well, I appreciate that. And I'm not trying to be harsh; you certainly know how to ask me to amend that.

MS. UETZ: I do, Your Honor.

THE COURT: Okay. Anybody else want to want to offer their thoughts before I give you some more of my own?

MS. UETZ: I'll stand ready to answer --

THE COURT: Well --

MS. UETZ: -- your questions, Your Honor. I think in terms of the motion --

THE COURT: Yeah.

MS. UETZ: -- I think we've made our position clear, but I am --

THE COURT: Okay.

MS. UETZ: I'm here to answer your questions.

THE COURT: Okay.

MS. UETZ: And like I said, I've got some other things at the foot, perhaps --

THE COURT: Yeah, yeah.

MS. UETZ: -- but I thought it would be most -- it would be best to answer your questions. Okay.

THE COURT: Well, certainly, if the gestalt here were we're going to have to change the plan, even if it were to take account of the sale of these assets, that is entirely within the debtor's prerogative. And they can pull this plan at any time, as far as I'm concerned. And then we're just on a different schedule.

The idea that we think we're not doing that presents the question slightly differently. But again, the debtor is driving this bus. It is their plan. They spent a lot of time and a lot of good-faith effort listening to me, and listening to a whole bunch of other parties, about concerns with the disclosure statement, concerns with the plan. I have enormous respect for that process and for the debtor's efforts there and for the modifications that were achieved. I think that deserves enormous respect.

I'm not unmindful of the committee's concern that, having spent all this time and being almost ready to go, we ought to finish the job. But to me, I would look more for something that looked and sounded like actual prejudice to delay. And I don't think there is any here as far as I can tell.

If anything, there may be arguments that, in light of

what I've done so far, with respect to the relief from stay and some other issues concerning broader views of getting unstuck, it may be that, for whatever reason, it is a good thing to take the pressure off of August and give ourselves -- even if, at the end of the day, whether we do really modify the plan or not, it seems to me I really have to defer largely to the debtor's view of how this process needs to be shaped and pursued, and absent something that really were prejudicial on the other side, largely to default to that.

Now, maybe if, for example, a whole bunch of witnesses weren't going to be available after August 25, okay, we'd have to be worried about that. If there was something else that was going to really impact how this goes forward, if something were expiring otherwise that that needed to be dealt with, I would hear it. I don't think we're in that world.

So I'm going to with -- having raised some concerns, and indicated why this wasn't exactly sequitur for me in every way, that notwithstanding, I'm going to defer to the debtor. And I'm going to let the debtor -- having said that, again, I hope that the debtor's estimate of the time necessary to get certain things accomplished is accurate. If it isn't, I guess we'll all be talking about something else.

But for now, if the request is to take the trial date commencing August 25 off calendar, and to leave some flexibility for next steps, I'm perfectly okay with having a

status conference further into the fall. If anybody thinks the debtor's suggested timing on that is not optimum, they can tell me. But for now -- I mean, I would hear arguments about that now, if anybody has any. If people want to think this through, and talk further, and see what the other possibilities are, that's fine too. We don't have to resolve that now. So with me --

MR. KAPLAN: Your Honor --

THE COURT: -- having expressed those thoughts, I -- yeah, let me just defer to anybody else who wants to talk.

MR. KAPLAN: Thank you, Your Honor. I didn't want to cut off the debtor if they were -- they're obviously first and prominent. But I just want to clarify, Your Honor, we certainly -- listen, we understand Your Honor's ruling, and we understand the debtor's position. But the concern that I would express to you is, is I'm not going to make an argument about prejudice, per se.

THE COURT: Yeah.

MR. KAPLAN: I certainly think that the sale of property, or sale of property, depending on what property is that sold, might raise feasibility questions or other questions, based on the --

THE COURT: That's why I asked. And you're reserving all of those arguments. You can tell me this ain't the plan anymore, okay?

MR. KAPLAN: Fair.

THE COURT: Yep.

MR. KAPLAN: But the one question I do have, Your Honor, because I would like to end the week on a productive note, if possible, if we could, is it doesn't -- because this is still the plan, in the committee's view, there is still progress that can be made on -- obviously, we can amend the schedule for experts, and slow that down, and the depositions, and otherwise.

But there are -- already, for instance, Your Honor, there are certainly some motions in limine that were going to be coming your way based on some of the work we've done already. There are some fundamental questions about the First Amendment, which we argued back and forth about amongst the parties, with the Court's view, in the disclosure statement.

There are normal discovery type issues that, at least from the committee's perspective, we would like to -- and of course, I have a different view completely on the adversary proceeding, which I'd certainly like the opportunity to talk about, but at least with respect to plan confirmation. So there are still issues that we think could be brought before the Court on a normal little bit more sane motion schedule, or otherwise, and presented to you on a fully-briefed nonexpedited basis. And we had some dates already reserved in August to come before you.

Those are very fundamental questions, Your Honor, in our mind, some of them that will apply to this plan or any plan in a bankruptcy. And so I'm not sure what the debtor's position on that is, per se, but from our mind, we would just ask Your Honor not to order a complete standstill of sorts. We'd like to continue to make progress, understanding Your Honor's ruling on the trial dates, which we understand, and we think that that will -- the rulings on some of these motions will impact what confirmation may look like. So --

THE COURT: Okay. Well, why don't I --

MS. UETZ: Your Honor?

THE COURT: Yeah, I was going to ask for your response, so go ahead.

MS. UETZ: Thank you. A couple of comments to that. The relief that we seek in the motion is to pause just the confirmation proceedings, not the entire case, to be clear. And the timing that we selected for the return to court, of mid-November --

THE COURT: Yeah.

MS. UETZ: -- is tied to what the debtor believes is needed to sell the real estate, as stated in the motion.

The adversary proceeding -- now that the Court has denied or dismissed the subcon (ph.) adversary proceeding, the remaining adversary proceeding refers to restricted assets --

THE COURT: Right.

MS. UETZ: -- some thirty-eight million dollars. And what we hear the committee saying -- they've said it more than once -- is it's important to get that decided so that everyone knows what the estate is, how much money there is.

THE COURT: Yeah.

MS. UETZ: And the debtor in this motion -- and the debtor does not intend to file another motion. It is the debtor's position that that adversary proceeding should proceed with discovery and the like. And thankfully, the debtor thinks much of the discovery related to that adversary proceeding -- certainly not all of it -- we've got a pretty good head start from discovery that's taken place in connection with confirmation --

THE COURT: Yeah.

MS. UETZ: -- concerning restricted assets.

So what I want to express to the Court -- because I think the two things are related. What I want to express to the Court is the debtor's position that the adversary proceeding, and discovery on it, should certainly proceed.

THE COURT: Okay.

MS. UETZ: However, when we turn to the confirmation schedule, the debtor did not just seek to adjourn the confirmation trial, but really to adjourn all of the dates. And I will say, Your Honor, in a perfect world -- maybe I get one piece of perfection this week; I'm not sure. But in a

perfect world, we would return November 15th, in the debtor's view, and we would not be taking discovery between now and then.

However, in a slightly imperfect world, but one the debtor could live with, would be that perhaps, in light of Your Honor's ruling, making clear that at least the confirmation date is pushed out. And in light of whatever Your Honor sets in terms of a schedule for the adversary proceeding, perhaps the parties, in light of those directions from Your Honor, confer about the larger schedule --

THE COURT: Yeah.

MS. UETZ: -- see if there isn't something we can agree to.

THE COURT: Yeah.

MS. UETZ: And perhaps we return to this Court for a status --

THE COURT: Yeah.

MS. UETZ: -- use that late August date that we have for trial, and return to the Court for status then, because I think that the debtor and the committee both agree that resolving that thirty-eight-million dollar issue would be helpful to the overall case.

THE COURT: Right.

MS. UETZ: And my hunch is, once we get aligned and we're marching toward that conclusion, it may make our

discussions about the schedule for discovery -- relative to the confirmation hearing, it may make those discussions a little easier.

So what I would request, Your Honor, to be very specific, is that, for purposes of today, the Court suspend all of the dates, or adjourn all of the dates in the confirmation scheduling order, the Court order the parties to confer about that schedule and return in August. And in the meantime, presumably, Your Honor will issue a scheduling order with respect to the adversary proceeding, and that will give the parties plenty to do --

THE COURT: Yeah.

MS. UETZ: -- on that.

THE COURT: Okay. Can I give you a couple of reactions to that? I mean, it's moments like this I wish I were in Article 3 and I had a magistrate or a special master who could sort of help you guys through some of the logistics of this. But I'm thinking -- I was thinking largely in line with what Ms. Uetz was saying, that there probably was really a utility to running the 051 issues to ground as much as we can.

Has anybody given me a proposed scheduling order on that yet?

MR. KAPLAN: We have not yet.

MS. UETZ: Not that I'm aware of.

THE COURT: Are there discussions underway that would

result in an agreed-upon schedule for that?

MS. UETZ: Perhaps, in light of today, Your Honor, we could have that discussion with the committee --

THE COURT: Yeah.

MS. UETZ: -- and return next week. I hadn't even thought of that. But I think that we also could reach agreement on the schedule --

THE COURT: Okay. The --

MS. UETZ: -- for the adversary proceeding. It's a good idea.

THE COURT: Okay. I don't think there's anything wrong with, as a step one, pausing everything in connection with confirmation. What I was going to offer you was I'll be the -- for lack of a better phrase, I'll be the special master here. And we could have status conferences as often as you guys like. If it turns out that there's a reason why somebody thinks, well, we really ought to be able to get X done without breaking the bank, or it's almost -- you know, let's do that.

I think that we should start from the premise that everything is paused. But we could consider, from time to time, requests that certain discrete things be completed, go forward, whatever, either because they're almost done, or they're not very expensive, or you've got to do A before B, whatever it would be.

I mean, I would be willing to have almost weekly

status conferences with you guys so you can informally tell me where we are on those kinds of questions. If you think that's overkill, that's fine. But I'm happy to do it. And you can --

MS. UETZ: Your Honor --

THE COURT: -- you can think about that, and we can solidify that today or soon hereafter.

Go ahead, Ms. Uetz.

MS. UETZ: I appreciate that, and I apologize for interrupting. I think that that is certainly something we should talk with the committee about.

THE COURT: Okay.

MS. UETZ: I think my North Star here -- besides Your Honor's rulings and orders, my North Star here is moving forward on the adversary proceeding, but really only spending estate resources and burning professional fees on that --

THE COURT: Okay.

MS. UETZ: -- as opposed to confirmation.

THE COURT: Okay.

MS. UETZ: I still have a couple of things at the end I'd like to --

THE COURT: No, no, sure, sure, sure.

MS. UETZ: -- address the Court on, but --

THE COURT: Sure. Okay.

MS. UETZ: -- that's the debtor's position.

THE COURT: Well, okay, Mr. Kaplan, were you going to

tell me something, or do you want me to --

MR. KAPLAN: I was, Your Honor. I was prepared to largely agree with everything Ms. Uetz said about the utility of a meet-and-confer and the fact that I think also we can meet and confer on the schedule and give you one.

I did want to just sort of bookmark it for the Court, something we'd like to potentially raise at a status conference, if we can't agree. We do feel very passionately that the First Amendment issue, that was discussed at length during the disclosure statement, which is a purely legal issue, is a very important one that we'd like to have the opportunity to brief. I'm sure the debtor would. And also give Your Honor time to issue the same type of thoughtful decision that you did on the adversary proceedings, without the normal we come in on Thursday afternoon and are staring at you, hopefully, that you're going to give us an answer because it will change everything we're going to do for the weekend.

And that's a purely legal question, in our mind, that's going to require some briefing. It's going to require some argument. It's going to be in existence no matter what we do, so long as it is this debtor in bankruptcy. But again, I don't want to ask you to rule on it today. And in all fairness, I haven't talked to Ms. Uetz or anyone on her team about that yet. But I did just want to float that out there. That is one of the areas where the committee feels strongly.

But we are in agreement on the adversary proceeding and the fact that we can likely work out an amicable schedule. We would also welcome status conferences. And we'll discuss with the debtor what the appropriate schedule for that is.

THE COURT: Okay. Ms. Uetz --

MS. UETZ: And Your Honor?

THE COURT: -- if you want to give me a thought, I'll give you my reaction after you're done. You go ahead.

MS. UETZ: I was going to defer really commenting about what Mr. Kaplan raised concerning the First Amendment issue. I would much prefer talking with him about that and then returning to the Court with the debtor's view on that. We do have some views on it, but I do think that the whole process would benefit from me and Mr. Kaplan first discussing that, or our teams discussing that, and then returning to you to engage on that issue and how it might be presented and when. And so I would much prefer to hold that until we speak with Mr. Kaplan about it.

THE COURT: Okay. Then let me give you -- let me just formalize a couple of things. I'm prepared to grant the motion. And as part of granting the motion, we will vacate the trial date of August 25th that's set. And we will expect to gather again. If November 15th is agreeable to everybody -- I don't know that that -- well, that's actually a Saturday. If the 12th is agreeable, we can put a marker in the ground for

November 12th as a status conference. That is obviously about as movable as anything you could imagine. So if it needs to be moved, it can be. But just for structure we-don't-lose-it purposes, November 12th will be a status conference.

I understand I'm not going to dictate to the debtor, in any sense, nor would I, how they accomplish what they want to accomplish, in terms of identifying and disposing of assets that are identifiable and disposable, to achieve a little more liquidity here for the benefit of the admin claims.

And for now, the pause will include all activities related to the confirmation hearing, subject to further discussion of that, as the parties may either agree as to discrete matters that they agree should be brought to the Court, either between now and November, or on some other schedule that they can agree to with respect to the confirmation issues. Or what I think I just heard a version of, if the parties are not in agreement, I would let anybody who wants to propose to me, on a status conference basis, that X should go forward in the following manner and allow folks to react to that.

And I don't know -- who's going to do the order on this? Ms. Uetz, it's your team? Mr. Moses?

MS. UETZ: Yes, you're looking at him.

THE COURT: Is this reasonably clear enough for now, or is there something that you want to nail down a bit more?

MR. MOSES: I believe I can put that --

THE COURT: Okay. As long as we're on the subject, Mr. Kaplan, do you have a sense of what the format is of the First Amendment motion?

MR. KAPLAN: Yeah, I think, Your Honor, it in essence, in our mind, is basically a -- you could call it a motion in limine. You could potentially -- to be completely honest, Your Honor, which I always try to be with the Court and others, is it could be a motion in limine. It could almost be styled as a motion for judgment as a matter of law type piece.

But it is not, in any way, shape, or form requiring the consideration of any fact. And just so that everyone's happy to be fully transparent, it is focused on the same issue regarding the liquidation analysis that we briefed and talked about during the disclosure statement hearing. And I think there are differing views on what the liquidation analysis needs to have and what it doesn't have. And so I guess it would be a motion in limine of sorts. But I haven't completely styled it, Your Honor.

THE COURT: All right. Well, but in your mind --

MS. UETZ: And Your Honor --

THE COURT: In your mind, it doesn't require an AP?

MR. KAPLAN: It does not, Your Honor.

MS. UETZ: And --

MR. KAPLAN: Solely to do with this, yeah.

THE COURT: Okay. Ms. Uetz, I'm sorry. Go ahead.

MS. UETZ: What Your Honor just raised is a very pointed issue that we need to discuss with Mr. Kaplan.

THE COURT: Okay.

MS. UETZ: The parties may have different views on that.

THE COURT: Yeah. Okay. It doesn't surprise me. Okay. Until we segue to our more broader what-to-do-next topic, anything else for the good of the order on what we're talking about here?

MR. KAPLAN: Your Honor, I apologize. Mr. Weisenberg -- he and I are unfortunately not in the same location today, but I believe he had one issue that he wanted to raise on behalf of --

THE COURT: Okay. Go ahead, Mr. Weisenberg. Thanks.

MR. WEISENBERG: Thank you, Mr. Kaplan. Thank you, Your Honor. I wanted to just raise two points. One, a point of clarification. Second, I understand that we will speak with debtor's counsel about the First Amendment issue, but I'm sure you'll recall that there was some spirited discussion about that in the context of the disclosure statement. And we view that as a gating issue to plan confirmation, because it's an issue that, bound up in it is hundreds of millions of dollars, because it dictates whether the real estate is in or outside of the liquidation analysis which, in and of itself, is a feature

of the plan.

THE COURT: Right.

MR. WEISENBERG: And it is one and the same as whether the plan could be confirmed.

THE COURT: Okay.

MR. WEISENBERG: With respect to the point of clarification, we respect Your Honor's ruling, and we will do whatever we can to work cooperatively in order to move this case forward. We think there may be ways in which we can do that, that are not necessarily in connection with the plan, but there may be -- we have an insurance adversary proceeding that's out there that has stagnated and is not moving. And it may be that we believe that that should not be on pause for four months. Remember, the debtor filed a motion to pause that in light of the fact that it was promulgating its plan. Well, now it's not going to be doing so for the next four months, and we think it might be the right time to get that moving again.

THE COURT: Well, just. So I understand, that's a Judge Corley issue?

MS. UETZ: Yes, Your Honor.

MR. WEISENBERG: We brought the standing motion before Your Honor.

THE COURT: Okay. But I'm not remembering you as well as you. That's not the first time that's happened. But if there's to be a question about pausing something -- that's in

front of Judge Corley, right? I mean, is that a question for her or for me, or for both of us somehow?

MR. WEISENBERG: It is before Judge Corley. But if you'll recall, Your Honor, the committee filed a motion for standing in order to prosecute that litigation.

THE COURT: Okay.

MR. WEISENBERG: And our position is that Your Honor did have jurisdiction because it emanated from this Court's power to authorize who may or may not prosecute estate causes of action. And that's an issue that comes from Your Honor not the district court.

MS. UETZ: Your Honor?

THE COURT: Yes.

MS. UETZ: We have views on this, and I would like to discuss it --

THE COURT: No, I --

MS. UETZ: -- with the committee.

THE COURT: Yeah.

MS. UETZ: So I would ask that we not --

THE COURT: Yeah.

MS. UETZ: -- talk on the record today --

THE COURT: That's fine.

MS. UETZ: -- about something that's not before the Court.

THE COURT: That's fine. I'm trying to remember what

I was thinking about at the time, just for my own benefit, in terms of who's doing what here, once the reference has been withdrawn and has gone back to where from which it emanates, right? I mean, this jurisdiction is all the district court's in the first place. So I --

MS. UETZ: I would ask that --

THE COURT: I am an adjunct of them.

MS. UETZ: And I would reiterate that I don't think it's appropriate to be talking on the record about the issue that Mr. Weisenberg just raised.

THE COURT: I'm just giving you my thoughts about --

MS. UETZ: Oh, I don't mean you, Your Honor.

THE COURT: Yeah.

MS. UETZ: I mean the parties.

THE COURT: Yeah.

MS. UETZ: I don't want to respond to it.

THE COURT: Yeah.

MS. UETZ: And I will have my insurance partner, and we will confer --

THE COURT: All right.

MS. UETZ: -- would be my suggestion.

THE COURT: I will look forward to that. Okay. Thank you.

MS. UETZ: Thank you.

THE COURT: Mr. Weisenberg, thanks for raising it. I

mean, if somebody thinks there's a credible way to get me to be involved in that issue, the sooner I know about it the better. Even if Ms. Uetz sees it differently, and I may ultimately see it differently, the sooner we know those things, the better. So thank you, as always. Okay?

MR. WEISENBERG: Appreciate it.

MS. UETZ: We will include discussion of that with the committee, Your Honor.

THE COURT: Okay.

MS. UETZ: And I think, in light of your ruling on the motion before you, as we said, we would confer with the committee on the schedule for the adversary proceeding as well as the larger schedule.

THE COURT: Okay.

MS. UETZ: I guess the question is when do we return to Your Honor on that?

THE COURT: Well, I will leave it to you. I'm technically out the next two weeks, but I'm out in a way that allows for -- I'll be here at the end of the week, both next week and the week after. So --

MS. UETZ: Your Honor?

THE COURT: Go ahead.

MS. UETZ: I was going to suggest that you give us a couple of weeks to talk through these issues --

THE COURT: Yeah, okay.

MS. UETZ: -- with the committee, and we return, perhaps, in early August. In the meantime, at least we're on the same page with respect to discovery moving forward on the adversary proceeding. So I think that we can make some progress even if we don't get back before Your Honor for a few weeks.

THE COURT: That's fine. I mean, I could accommodate you on August 1, et seq. Okay? So you guys tell me.

MS. UETZ: Something the week of August 4th would be good for the debtor, Your Honor.

THE COURT: Okay.

MS. UETZ: And the only day I can't do is Friday the 8th, because I just scheduled a wedding dress fitting for my daughter's wedding, and I would like to be at that.

THE COURT: Okay.

MS. UETZ: Except for that, which I just scheduled before this hearing started --

THE COURT: Are we all invited now?

MS. UETZ: You may as well be, given the number of people that are invited to this wedding.

THE COURT: Well, for what it's worth, Ms. Uetz, I don't eat much, okay? Okay. Very good.

MR. KAPLAN: I do.

THE COURT: Okay.

MR. KAPLAN: But we're fine, Your Honor. You tell us

what day that week, and we can make it work.

THE COURT: Well, I have the 4th as sort of block -- is the 4th a holiday, Mr. Singh?

THE CLERK: August 4th is available, Your Honor.

THE COURT: Well, look, the 4th and the 5th are certainly available. Do you want to choose a day now?

MS. UETZ: Either is good with the debtor, Your Honor.

THE COURT: All right. How about the 4th?

MR. KAPLAN: That works for the committee.

THE COURT: All right. Is the morning better or the afternoon? I mean, assuming we're Zooming this kind of thing, right?

MS. UETZ: Yes. And I have no preference on time of day.

THE COURT: All right. Mr. Moses, if you're the one who's actually physically coming here, do you have any preference?

MR. MOSES: I do not. I'm wide open that day.

THE COURT: All right. How about 10 o'clock on the 4th. Is that okay? And again, there's nothing more movable than this kind of thing, okay? So we'll say 10 o'clock on the 4th for now.

MS. UETZ: Thanks, Your Honor.

THE COURT: Okay. All right. So do we want to get into a more philosophical discussion here?

MS. UETZ: I would like to make a couple of comments to the Court for everyone's consideration, if I may.

THE COURT: Right. Right.

MS. UETZ: Your Honor, one is -- there's really two things I want to comment on. And maybe one is more outside the box than the other, but I'll borrow Mr. Weisenberg's word; creative solutions is what he always talks about.

So one is something that was submitted to the Court in the Pacific insurer's response last night, and I want to comment on that. Your Honor, several cases are reportedly resolved in this world of diocese cases. Rockville Center reached a resolution, and New Orleans, very recently. And in both of those cases, professional fee payments were suspended, which folks involved in those cases have commented to me that that was instrumental in resolving the case sooner than later.

The Camden case, the Lowenstein firm was subject to fee objections that lasted a long time before the Court resolved them, sort of imposing a suspension, if you will. I remember when we first started this case, that was something that was related to me by the Lowenstein attorneys. And we've seen that in the record in that case.

And again, folks involved in that case, you can sort of connect some dots to professionals not being paid and cases resolving sooner. And for now, I just want to say that that is obviously something that is in this Court's power to dictate.

The debtor is not requesting that at this time, but because the other day you asked questions about how to break logjams, and in light of the Pacific insurer's filing, I thought it was appropriate to comment on it. So that's one thing that I wanted to say.

The second thing that I wanted to say, and this has to do with plan confirmation, Your Honor, the debtor believes its plan is fair and equitable. If it didn't, it would not be pursuing confirmation of it. And of course, as I always am with this Court, I was honest and candid in answering your question about whether the debtor intends an amendment. The debtor does not, again, because the debtor believes its plan is fair and equitable, is feasible, and is appropriate for confirmation, even more so, I think, Your Honor, in light of part of the resolution that we've seen in New Orleans concerning the insurance assignment. And I'll leave it at that for now.

But on the subject of breaking a logjam, and coming up with a creative solution, and responding to some of the back and forth that occurred with this Court and some counsel on Wednesday, the Court might also consider having the parties submit confidential last and final offers to Your Honor, and have you review them, and have you meet with the parties, how you see fit, and tell us what you think. That is one idea to break the logjam.

And I'm not expecting anyone to react to it during this hearing, but I wanted to put it out there. This cannot be a case that lasts four or five years. It just can't. And so that creative suggestion, I think, is worthy of folks giving it consideration, including my client giving it consideration, by the way. I just want to put that out there --

THE COURT: Well --

MS. UETZ: -- because we are trying to think of everything we can. And I'm not saying that's the solution, but in the category of put it all out there and think of different things to talk about that might work, I just wanted to raise that. And those are the two things I wanted to say, Your Honor.

THE COURT: All right. Realizing that -- and appreciating every caveat you just gave me about it, can I ask a question about what you would have in mind?

MS. UETZ: Always.

THE COURT: Is it what people sometimes call -- would the concept be it's baseball; you pick one, and the parties agree that one of the two is going to get picked? Or is it a little more nuanced than that?

MS. UETZ: It's much more nuanced than that.

THE COURT: Okay.

MS. UETZ: Yeah. And I would almost call that baseball a bit of a gamble. That's not what I'm suggesting.

THE COURT: Okay.

MS. UETZ: But something for just folks --

THE COURT: But you can --

MS. UETZ: -- to think about and talk about.

THE COURT: I mean, if the logjam here is -- I mean, obviously the logjam is very complicated. One aspect of it is how much, but it's not the only aspect of it.

MS. UETZ: Correct, Your Honor. And that's one of the reasons I mentioned --

THE COURT: Yeah.

MS. UETZ: -- even the New Orleans resolution.

THE COURT: Right. Right. Right. Right. Okay.

MS. UETZ: And I just think it's worthy of consideration by the committee, by the insurers, and as I said, by my client.

THE COURT: Okay.

MS. UETZ: But I just --

THE COURT: Okay.

MS. UETZ: We're trying to think of everything we can here.

THE COURT: Okay. Well, I mean, this is not an answer; it's an observation, okay? On one occasion, I acted as a mediator. And to the extent this has any resonance to what you're suggesting, I'll tell you what I did, just for -- and it may have no resonance at all. It was a very difficult case, up

in Eureka, involving a big fight, that had been going on for ten years, between somebody who was either a nice old guy with a bunch of real estate or the worst slumlord the city had ever seen, one or the other.

And it tumbles into bankruptcy. And there was a motion to appoint a trustee. And there was enormous discovery. We were ready to go to trial. The morning of the trial, because some evidence that I had not excluded was going to come in and be very embarrassing to a number of people, the debtor's lawyer stood up and said, I don't want to -- we would rather talk with Your Honor about ways to resolve this that are past the question of whether there's going to be a trustee or not. But there's an awful lot of nuance into what that trustee does, maybe, and how you do it, and what the debtor's continuing involvement could be, because we continue to think this is a highly solvent estate, and it's not just sell everything and give me whatever is left over. You may not have to sell everything.

So I did that, having joked two hearings before that maybe I would do it; they took me up on it. I did it in the context of -- the merits were done. We weren't arguing about whether it was going to be somebody. It was a question of how -- it was purely logistics, how is this going to work. With everybody's agreement, I was relatively comfortable with that. The U.S. Trustee was not happy about it at all, for a

bunch of reasons.

And I'm not going to say no to that now. But if you guys are thinking about it, we would have to discuss that at some length to figure out what the limits ought to be, what people are comfortable with, and what they're not. And if anybody isn't comfortable with it, that will be difficult to overcome. Okay?

MS. UETZ: Understood, Your Honor.

THE COURT: If that helps --

MS. UETZ: That does help, Your Honor. And I'll say one last thing on it, unless the Court has additional questions for me.

THE COURT: No, I'm happy to hear -- I'm delighted to hear your last thought.

MS. UETZ: My thought is just to clarify, what I was thinking is, the last and best -- the proposals get submitted to the Court by each party.

THE COURT: Yeah.

MS. UETZ: You look at them, and you tell each party what you think, because that could inform some positions.

THE COURT: Okay.

MS. UETZ: So that's just one idea.

THE COURT: Okay. I appreciate it okay. Thank you.

MS. UETZ: Thank you for indulging me.

THE COURT: No. No problem. Okay.

MS. UETZ: Thank you for your time.

THE COURT: Okay. Ms. Daniels, do you want to contextualize anything that you put into your pleading?

MS. DANIELS: I think the pleading speaks for itself. I'm happy to answer any questions that you have. Your Honor asked for ideas vis-a-vis unsticking the jam during the last hearing. So we went back and we looked at the files and made our recommendations.

THE COURT: Okay. Well, just so I -- what I'm going to ask you is way more ham-fisted than you're pleading. So forgive me in advance, okay? I mean, I understand there's some sense that the relief from stay aspect is unlikely to be helpful. Is that a fair reading?

MS. DANIELS: That is a fair reading, Your Honor.

THE COURT: Is it a request that I reconsider that, or are you telegraphing that you might be doing that?

MS. DANIELS: We are not seeking reconsideration.

THE COURT: Okay. I appreciate it. All right. But I will take it in the broader much more elegant way you put it, okay?

MS. DANIELS: Thank you, Your Honor.

THE COURT: I appreciate it.

All right. Anything else for today?

MR. KAPLAN: Your Honor, I apologize, but I do feel compelled to respond to at least some of what was out there. I

don't -- we were doing such a great job on the productive agreeing front here.

And I just want to highlight one point Your Honor said, when you began earlier, which is -- well, a couple of points. One is the debtor knows how to ask if they want to make a motion to change something with respect to fees. And the debtor made this point previously, which is, when they thought we were going to ask for adjourned confirmation, they said we should make a motion. They should make a motion.

But I just want to make one sort of broader point, because it's a suggestion that's been out there a little bit in some of the pleadings. We are going to advocate for our clients at the same zealous way in which we are doing now, irrespective of when and if we are paid.

The recitation of what you heard in Camden I, respectfully, disagree with. That is not in any way, shape, or form what happened. In fact, what happened was that, despite the objections, we continued some of the most zealous litigation that I've likely ever been involved in. And it was that zealous litigation that led to a settlement with the debtor.

The notion that the fee objections were there, I don't agree with. And the notion that the fee objections, where that type of route here is going to change our advocacy, is simply just not true. We take great issue, Your Honor, with the

notion that the plan is fair and equitable and otherwise. And we look forward to the time in which we can present that to you as to why it is not. You heard some of it the other day about votes from the bishop, and you'll hear about votes from churches that don't exist and parishes that don't exist, and otherwise. You're going to get to hear all of that stuff.

So Your Honor, I really wish we would -- again, it's a common theme I saw in some pleadings and arguments this week, which is attack the committee and attack committee counsel. If that's the strategy, we should just reset confirmation for August 25th, because it's not going to change our advocacy on behalf of the client.

We're happy to discuss any issue regarding mediation. Obviously, Your Honor raised one very notable issue, which is you are about to call the sort of baseball reference balls and strikes on the merits. And so serving as a mediator, and also the ultimate arbiter at this stage of the case, may be something the committee is not comfortable with, but we're happy to discuss it.

But that said, Your Honor, I'd like to -- hopefully we can we can move past the attacks on committee counsel, and the selective recitation of fees, and all these other things. It's not going to change what we do on behalf of our clients, and our clients aren't going to be swayed by it.

THE COURT: Can I give you one reaction to that?

MR. KAPLAN: Sure, Your Honor.

THE COURT: I have been so impressed by all of you, in not just the legal arguments that I get, but the almost universally respectful way you've dealt with each other. Every now and then somebody says something that I know rubs somebody else the wrong way. But in a case of this passion, it happens so infrequently, and I'm so delighted that that's the case.

And without meaning to be flip, I want you to understand that I never interrupt either a person who's making a point, or one who's seeking to refute it, because I know how important it is to you. I want you to know I do everything in my power to avoid forming conclusions from some of the things you tell me because I just don't know enough about them. And I don't mean that to be flip.

You guys are in these cases up one side of the country and down the other. I respect your knowledge incredibly. I respect your experience incredibly. I try very hard not to form a hard and fast conclusion about something that, without meaning to be flip, is a little bit anecdotal. But I never interrupt you because I know it's important to you. So if you can take my involvement here in that spirit, I'd be grateful. I'm thankful, again, I have all of you folks to come here and give me your good ideas. All right.

MS. UETZ: Thank you, Your Honor. That's a wonderful note to end on for the week. Thank you.

THE COURT: All right. So I'll see you guys August 4?

MS. UETZ: Yes.

MR. KAPLAN: Yes.

THE COURT: All right. Thank you very much. I'll say hi to everybody at the Ninth Circuit Conference.

MS. UETZ: Indeed.

THE COURT: Okay. Very good. Thanks.

(Whereupon these proceedings were concluded at 3:29 PM)

I N D E X

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Motion to continue hearing on confirmation and to reset confirmation schedule is granted.	24	21

C E R T I F I C A T I O N

I, Sharona Shapiro, certify that the foregoing transcript is a true and accurate record of the proceedings.



/s/ SHARONA SHAPIRO, CET-492

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Date: July 22, 2025

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Form TRANSAP

UNITED STATES BANKRUPTCY COURT
California Northern Bankruptcy Court

In Re: The Roman Catholic Bishop of Oakland Debtor(s)	Case No.: 23−40523 Chapter: 11
Plaintiff(s) The Official Committee of Unsecured Creditors of the Roman Catholic Bishop of Oakland vs. The Roman Catholic Bishop of Oakland Defendant(s)	Adversary Proceeding No. 24−04051

NOTICE OF FILING OF TRANSCRIPT AND OF DEADLINES RELATED TO RESTRICTION AND REDACTION

A transcript of the proceeding held on July 18, 2025 at 2:30 PM was filed on Tuesday, July 22, 2025. The following deadlines apply:

The parties have Tuesday, July 29, 2025 to file with the court a Notice of Intent to Request Redaction of this transcript. The deadline for filing a request for redaction is Tuesday, August 12, 2025.

If a request for redaction is filed, the redacted transcript is due Friday, August 22, 2025.

If no such notice is filed, the transcript may be made available for remote electronic access upon expiration of the restriction period, which is Monday, October 20, 2025, unless extended by court order.

To review the transcript for redaction purposes, you may purchase a copy from the transcriber,

Jason Gottlieb
Attn: Jason Gottlieb, Dir. of Tran. Ops.
7227 N 16th St. #207
Phoenix, AZ 85020

or you may view the document at the clerk's office public terminal.

Dated: 7/28/25

For the Court:

Edward J. Emmons
Clerk of Court
United States Bankruptcy Court

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