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10 **UNITED STATES BANKRUPTCY COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**

12 In re:

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

14 Debtor.
15

Chapter 11

Bankruptcy Case No. 23-40523 WJL

Date: March 20, 2026

Time: 8:00 a.m. Pacific Time

Place: U.S. Bankruptcy Court
1300 Clay Street, Courtroom 220
Oakland, California 94612

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20 **INSURERS' STATEMENT FOR RESUMED STATUS CONFERENCE RE PLAN**
21 **CONFIRMATION PROCEEDINGS**
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1 Continental Casualty Company (“CNA”) and London Market Insurers (“LMI”) are
2 significantly affected by the plan process here. First, as insurers who have executed the term sheet
3 underlying Debtor’s Fourth Amended Plan, CNA and LMI are significant sources of proposed
4 funding for that plan. Second, CNA was instrumental in negotiating the “insurance assignment”
5 terms of Debtor’s plan, which resulted in CNA, LMI, and other insurers supporting the previous
6 iterations of Debtor’s plan. Given their roles as supporters, the insurers did not object to Debtor’s
7 disclosure statements or plans and did not serve any discovery. Debtor has previously described
8 for the Court how CNA and other insurers came to its assistance when it was most needed.

9 The Committee’s plan, on the other hand, would upend these achievements.
10 Initially, the Committee plan proposes insurance-related provisions that are not acceptable to the
11 insurers. In addition, the Committee has made clear that it will not adopt the economic terms of
12 certain insurers’ settlements with Debtor but, rather, intends to commence fresh negotiations
13 about how much the settled insurers should pay.

14 The result of the Committee’s approach as set forth in its plan is that CNA, LMI,
15 and, perhaps, other insurers will likely want to object generally to the Committee’s plan and any
16 proposed executive summary (in lieu of a disclosure statement).¹ CNA, LMI, and, perhaps other
17 insurers may also wish to propound discovery in support of such objections. They also anticipate
18 submitting critiques of the Committee plan for transmission to voters with any solicitation
19 packages authorized by the Court.

20 Accordingly, CNA and other insurers should be included in any discussion during
21 tomorrow’s resumed status conference about how confirmation proceedings will advance,
22 including discussions regarding the schedule for confirmation discovery and objections, as well as
23 the confirmation hearing itself.

24 CNA, LMI, and several other insurers have invested considerable time and effort
25 to be constructive in this case, and look forward to continuing to do so. But because the
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27 ¹ CNA and LMI also reserve all rights to object that the Committee plan cannot be confirmed
28 without a full, proper disclosure statement and solicitation and balloting based thereon. CNA and
LMI further reserve all rights to object to Debtor’s plan should their status as settling insurers under
that plan change.

1 Committee's plan is prejudicial to the insurers' legitimate interests, the insurers must have a
2 participatory role going forward.²

3 Dated: March 19, 2025

Respectfully submitted,

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Attorneys for London Market Insurers³

26 ² This is not the proper time for airing of objections to the Committee's forthcoming executive
27 summary or its plan. But some of the issues CNA and LMI anticipate raising have been previously
28 explained to the Court. *See, e.g.*, Dkt. No. 1751 at 1-2, 4-9.

³ London Market Insurers are Certain Underwriters at Lloyd's, London, subscribing severally

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and not jointly to Slip Nos. CU 1001 and K 60034 issued to the Roman Catholic Bishop of San Francisco, and Nos. K 78318 and CU 3061 issued to the Roman Catholic Bishop of Oakland; Catalina Worthing Insurance Ltd f/k/a HFPI (as Part VII transferee of Excess Insurance Co. Ltd.); the Ocean Marine Insurance Company Limited (as Part VII transferee of the World Auxiliary Insurance Corporation Limited); River Thames Insurance Company Limited; Dominion Insurance Company Limited; and R&Q Gamma Company Limited (as Part VII transferee of Anglo French Ltd.).