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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

In re:

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

Debtor.

Bankruptcy Case No.: 23-40523 WJL

Hon. William J. Lafferty

Chapter 11

SUPPLEMENTAL OBJECTION TO THE DISCLOSURE STATEMENT FOR THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' PLAN OF REORGANIZATION DATED MARCH 27, 2026

Date: April 10, 2026
Time: 8:00 a.m.
Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

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LMI[1] object to the *Disclosure Statement for the Official Committee of Unsecured Creditors' Plan of Reorganization Dated March 27, 2026* (Docket No. 2753) ("Disclosure Statement", filed by the Official Committee of Unsecured Creditors ("Committee")). In support, LMI respectfully state as follows.

I. PRELIMINARY STATEMENT

The Disclosure Statement does not merit approval. The Committee's Plan of Reorganization dated March 27, 2026 ("Committee Plan") is patently unconfirmable and should not proceed to confirmation. Moreover, the Disclosure Statement does not contain adequate information. It is confusing, ambiguous, and fails to explain contradictory language and fully disclose how the Committee Plan will operate if confirmed.

The Committee Plan is patently unconfirmable because it

i. seeks findings concerning bad faith claims that the Bankruptcy Court has no jurisdiction over;

ii. requests that the Bankruptcy Court enter a final order—without any Constitutional authority—regarding the insurance policies of LMI;

iii. improperly appoints the Survivors' Trustee in violation of Section 1123(b)(3)(B);

iv. improperly delegates claims allowance and disallowance to the Survivors' Trustee; and

v. improperly limits parties in interest from objecting to claims in violation of *Truck Ins. Exchange v. Kaiser Gypsum*, 602 U.S. 268 (2024).

The Disclosure Statement does not merit approval, due to its provision of inadequate and misleading information, because it:

i. fails to properly distinguish prior diocesan bankruptcy settlements;

ii. fails to disclose whether any insurance assignment is subject to the terms and conditions of the insurance policies;

[1] LMI are Certain Underwriters at Lloyd's, London, subscribing severally 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; Companhia de Seguros Fidelidade-Mundial f/k/a Fidelidade Insurance Company of Lisbon; and R&Q Gamma Company Limited (as Part VII transferee of Anglo French Ltd.).

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iii. incorrectly describes the post-judgment recovery provision under the Committee Plan, misstating that the provision requires a determination under an insurance coverage action;

iv. fails to fully explain the definition of Channeled Claims under the Committee Plan;

v. fails to clarify whether the Committee Plan binds insurers;

vi. contains confusing and ambiguous language regarding the contributions made under the Committee Plan;

vii. misleadingly asserts that the Roman Catholic Bishop of Oakland ("Debtor") did not adequately monetize the insurance policies; and

viii. fails to warn creditors of the risk of the Committee Plan being overturned on appeal, which could diminish or eliminate recovery.

Accordingly, based on the foregoing, LMI respectfully request that the Court deny approval of the Disclosure Statement.

II. RELEVANT FACTS

A. The LMI Policies

LMI may have subscribed to Excess Umbrella Policies on behalf of The Roman Catholic Bishop of Oakland effective for periods from March 12, 1962 to October 25, 1966 (collectively, the "LMI Policies").[2] These Excess Umbrella Policies are excess indemnity policies. The Debtor's primary insurer(s) is responsible for the defense of any potentially covered claim until final resolution of the litigation.[3]

B. The Bankruptcy and Adversary Proceedings

On May 8, 2023, the Debtor filed a voluntary petition under title 11 of the United States Code ("Bankruptcy Code"). On June 22, 2023, the Debtor sued various defendant insurers and later amended the complaint on or about January 24, 2023 to add LMI as defendants (collectively,

[2] *See* RCBO-CC-0000001_0034 to RCBO-CC-0000001_0076. The Debtor designated these policies as confidential.

[3] *Diamond Heights Homeowners Assn. v. Nat'l Am. Ins. Co.*, 227 Cal. App. 3d 563, 577 (1991) (holding that policy language similar to the Assistance and Co-operation Condition of the Umbrella Policies requires "the primary insurer ordinarily remains responsible for the defense until final resolution of the litigation").

"Insurers," and together with Debtor, "Parties"), in this Court ("Adversary Proceeding").[4] This Adversary Proceeding is now before the District Court.[5]

III. ARGUMENT

A. The Disclosure Statement Does Not Merit Approval Because the Committee Plan is Patently Unconfirmable.

A bankruptcy court should not approve a disclosure statement if it describes a plan that is patently unconfirmable.[6]

"A plan is patently unconfirmable where (1) confirmation 'defects [cannot] be overcome by creditor voting results' and (2) those defects 'concern matters upon which all material facts are not in dispute or have been fully developed at the disclosure statement hearing.'"[7] If "the plan could not be confirmed, then the Court will not subject the estate to the expense of soliciting votes and seeking confirmation."[8] "If it appears there is a defect that makes a plan inherently or patently unconfirmable, the court may consider and resolve that issue at the disclosure stage before requiring the parties to proceed with solicitation of acceptances and rejections and a contested confirmation hearing."[9] "It is now well accepted that a court may disapprove of a disclosure statement, even if it provides adequate information about a proposed plan, if the plan could not possibly be confirmed."[10]

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[4] *See The Roman Catholic Bishop of Oakland v. Pacific Indemnity, et al.,* Adversary Proceeding No. 23-04028, Doc. 1 (Bankr. N.D. Cal. 2023). Before any defendant responded, Debtor filed a first amended complaint. *Id.*, Doc. 2.

[5] *See The Roman Catholic Bishop of Oakland v. Pacific Indemnity et al.*, Nos. 24-00709, 24-00711, Doc. 125 (N.D. Cal. 2024).

[6] *In re Arnold*, 471 B.R. 578, 586 (Bankr. C.D. Cal. 2012) citing *In re Silberkraus*, 253 B.R. 890, 899 (Bankr. C.D. Cal. 2000) and 7 Alan N. Resnick & Henry J. Sommer, Collier on Bankruptcy, 1125.03[4] at 1125-23 (16th ed. 2011) ("most courts will not approve a disclosure statement if the underlying plan is clearly unconfirmable on its face").

[7] *In re Am. Capital Equip., LLC*, 688 F.3d 145, 155 (3d Cir. 2012).

[8] *Arnold*, 471 B.R. at 586.

[9] *Am. Capital Equip.,* 688 F.3d at 154 (quoting *In re Larsen,* 2011 WL 1671538 at *2, n.7 (Bankr. D. Idaho May 3, 2011)).

[10] *In re Main Street AC, Inc.*, 234 B.R. 771, 775 (Bankr. N.D. Cal. 1999).

1. The Bankruptcy Court Lacks Jurisdiction Over Bad Faith Claims

The Committee Plan is patently unconfirmable because it seeks the following findings regarding potential "bad faith" claims against the insurers:

- " 'Insurance Claims' means all Claims, causes of action and enforceable rights against a Non-Settling Insurer whether sounding in contract, tort, or otherwise, including bad faith…"[11]
- "To preserve coverage under any Non-Settling Insurer's Abuse Insurance Policies and potential bad faith rights…"[12]
- "[A]ny such Abuse Claimant is not barred by this Section 5.14 from seeking extracontractual damages under the holding of *Hand v. Farmers Ins. Exchange*, 23 Cal. App. 4th 1847 (1994)…"[13]

The Disclosure Statement does not clearly explain the basis for the bad faith claims, but such claims appear to be based on coverage issues governed by state law, not bankruptcy law. Moreover, the Committee Plan is attempting to manufacture bad faith claims against the insurers by delaying the Debtor's discharge.[14] Bad faith claims are irrelevant and have nothing to do with plan confirmation and its requirements. If after confirmation, such facts arise, then the state court will address that in the normal course of business. The inclusion of bad faith claims in the Committee Plan renders it patently unconfirmable, since the Bankruptcy Court has no jurisdiction over such claims.

a. Statutes Define a Bankruptcy Court's Jurisdiction

"The jurisdiction of the bankruptcy courts, like that of other federal courts, is grounded in, and limited by, statute."[15] "Two statutes govern jurisdiction over bankruptcy proceedings, 28 U.S.C.

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[11] Committee Plan, § 1.1.90.

[12] *Id.*, § 4.4.4.

[13] *Id.*, § 5.14.

[14] Committee Plan, § 13.3.

[15] *Celotex Corp. v. Edwards*, 514 U.S. 300, 307 (1995).

§§ 157 and 1334 ."[16] Federal bankruptcy jurisdiction over claims "is defined by 28 U.S.C. § 1334 [.]"[17] That statute "provides that 'the district courts shall have original but not exclusive jurisdiction of all civil proceedings arising under title 11, or arising in or related to cases under title 11…."[18]

Section 157(a) of Title 28 divides jurisdiction into "core" and "non-core" matters.[19] The "core/non-core distinction is a critical one with respect to a bankruptcy court's adjudicative authority" and is "relevant to the scope of the bankruptcy court's powers upon referral: in core proceedings, the bankruptcy judge may issue final orders and judgments."[20] In contrast, in "non-core proceedings, the bankruptcy court's powers are more circumscribed: it must submit 'proposed findings of fact and conclusions of law' to the district court, which enters an order only after conducting de novo review."[21]

"Cases under title 11, proceedings arising under title 11, and proceedings arising in a case under title 11 are referred to as 'core' proceedings; whereas proceedings 'related to' a case under title 11 are referred to as 'non-core' proceedings."[22] Thus, "bankruptcy court jurisdiction potentially extends to four types of title 11 matters: (1) cases under title 11, (2) proceeding[s] ***arising under*** title 11, (3) proceedings ***arising in*** a case under title 11, and (4) proceedings ***related to*** a case under title 11."[23]

"The first of these categories, cases under Title 11, 'refers merely to the bankruptcy petition itself.'"[24] Clearly, bad faith claims are not bankruptcy cases, so the first category of bankruptcy court

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[16] *Ed. Credit Mgmt. Corp. v. Kirkland* (*In re Kirkland)*, 600 F.3d 310, 315 (4th Cir. 2010).

[17] *Zinchiak v. CIT Small Bus. Lending Corp. (In re Zinchiak)*, 406 F.3d 214, 225 (3d Cir. 2005).

[18] *Celotex*, 514 U.S. at 307.

[19] 28 U.S.C. § 157(b) -(c).

[20] *Mullarkey v. Tamboer (In re Mullarkey)*, 536 F.3d 215, 221 (3d Cir. 2008) .

[21] *Id.*

[22] *In re Combustion Eng'g.*, 391 F.3d 190, 225 (3d Cir. 2004).

[23] *Zinchiak*, 406 F.3d at 226 (emphasis added).

[24] *In re Marcus Hook Dev. Park, Inc.*, 943 F.2d 261, 264 (3d Cir. 1991) citing *Wood v. Wood (In re Wood)*, 825 F.2d 90, 92 (5th Cir. 1987).

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jurisdiction does not apply. For the reasons explained below, the Bankruptcy Court does not have jurisdiction over bad faith claims, so inclusion in the Committee Plan is improper.

b. No "Arising Under" Jurisdiction

The Bankruptcy Court does not have "arising under" jurisdiction over bad faith claims. Bankruptcy courts have "original but not exclusive" jurisdiction over claims "arising under title 11[.]"[25] "A claim 'aris[es] under Title 11' if it is a cause of action created by the Bankruptcy Code, and which lacks existence outside the context of bankruptcy."[26]

Bad faith claims are not causes of action created by the Code, nor do they lack existence outside the context of bankruptcy. To the contrary, bad faith claims are state law claims. The first basis of *core* jurisdiction is thus absent.

c. No "Arising In" Jurisdiction

The Bankruptcy Court does not have "arising in" jurisdiction over the bad faith claims. Bankruptcy courts have core jurisdiction over matters that can ***only*** arise in cases under Title 11.[27] "Proceedings 'arising in' Title 11 are those proceedings that are not based on any right expressly created by Title 11, but nevertheless, would have no existence outside of the bankruptcy."[28] A matter does not satisfy "arising in" jurisdiction if it "would have existed whether or not the Debtor filed

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[25] 28 U.S.C. § 1334(b).

[26] *Kirkland* , 600 F.3d at 316.

[27] 28 U.S.C. § 1334(b).

[28] *A.H. Robins Co. v. Dalkon Shield Claimants Trust (In re A.H. Robins Co.)*, 86 F.3d 364, 372 (4th Cir. 1996).

bankruptcy."[29] "In other words, a controversy arises in Title 11 when it would have no practical existence but for the bankruptcy."[30]

Hence, bad faith claims exist outside of bankruptcy under applicable state law and are not claims that could only arise in a bankruptcy case. The second and final basis for *core* jurisdiction is also absent.

d. No "Related to" Jurisdiction

Bankruptcy courts may exercise jurisdiction over claims "related to cases under title 11."[31] The scope of "related to" jurisdiction "cannot be limitless."[32] Bankruptcy courts may not hear civil proceedings "that have no effect on the estate of the debtor."[33]

The Third Circuit, in *Pacor, Inc. v. Higgins,* articulated the test for determining 'related to' jurisdiction.[34] While *Pacor* has been overruled on other grounds, the test under *Pacor* "clearly remains good law."[35] The Ninth Circuit has adopted the *Pacor* test.[36]

"Under *Pacor*, bankruptcy courts have jurisdiction to hear a proceeding if 'the outcome could conceivably have any effect on the estate being administered in bankruptcy.'"[37] Conceivability is a "key word."[38] "An action is 'related to' a bankruptcy proceeding 'if [1] the outcome could alter the

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[29] *Valley Historic Ltd. P'ship v. Bank of NY*, 486 F.3d 831, 836 (4th Cir. 2007).

[30] *Grausz v. Englander*, 321 F.3d 467, 471 (4th Cir. 2003) (citation and internal quotation marks omitted).

[31] 28 U.S.C. § 1334(b).

[32] *Celotex Corp.*, 514 U.S. at 308.

[33] *Id*. at 308, n. 6.

[34] *See Pacor, Inc. v. Higgins*, 743 F.2d 984, 994 (3d Cir. 1984).

[35] *Stoe v. Flaherty*, 436 F.3d 209, 216 (3d Cir. 2006) citing *In re Federal-Mogul Global, Inc.*, 300 F.3d 368, 381 (3d Cir. 2002).

[36] *Fietz v. Great Western Savings (In re Fietz)*, 852 F.2d 455 (9th Cir. 1988).

[37] *Resorts Int'l Fin., Inc. v. Price Waterhouse & Co. (In re Resorts Int'l Inc.)*, 372 F.3d 154, 164 (3d Cir. 2004).

[38] *Id*.

debtor's rights, liabilities, options, or freedom of action (either positively or negatively) and [2] which in any way impacts upon the handling and administration of the bankrupt estate.'"[39] The two components of the *Pacor* "related to" test are not satisfied here, as discussed below.

(1) The Outcome of Bad Faith Claims Will Not Affect the Debtor's Rights, Liabilities, Options, or Freedom of Action

Bad faith claims are not related to the Debtor's bankruptcy case, because the outcome of such claims would have no impact on the Debtor's rights, liabilities, options, or freedom of action.

The Debtor would be unaffected because it would not be a party to bad faith claims for two reasons.[40] First, bad faith claims have not arisen as a matter of law because the Committee is purporting to assign the Debtor's rights under the policies,[41] which are contractual rights—bad faith claims are not contractual rights. Second, the Committee contends that Litigation Claimants "may be able to assert potential direct bad faith claims" against the insurers, citing to *Hand v. Farmers Ins. Exch.*, 23 Cal. App. 4th 1847 (1994).[42] LMI dispute the Committee's contention that an assignment of rights under insurance includes "potential future bad faith claims. In any event, under both scenarios, the Debtor is not a party, so such claims have no conceivable effect on a debtor in bankruptcy.

(2) The Outcome of Bad Faith Claims Will Not Impact the Administration and Handling of the Debtor's Estate

Even if a claim, *arguendo*, would affect a debtor's rights, liabilities, options, or freedom of action, such claim can "relate to" a bankruptcy case only if its outcome impacts the estate's

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[39] *Id.*

[40] *Pacor*, 743 F.2d at 985-95; *Hansberry v. Lee*, 311 U.S. 32, 40 (1940) ("[O]ne is not bound by a judgment *in personam* in a litigation in which he is not designated as a party or to which he has not been made a party by service of process.").

[41] LMI dispute the Committee's contention that an assignment of rights under insurance includes "potential future bad faith claims." Disclosure Statement, 36.

[42] *See* Disclosure Statement, 36.

administration and handling.[43] Specifically, only claims that affect the arrangement, standing, or priorities of the Debtor's *creditors* can affect the administration and handling of the estate.[44] The bad faith claims could have no such effect.

In *Pacor* , "[a]ny judgment obtained would thus have no effect on the arrangement, standing, or priorities of [the debtor's] creditors."[45] The Third Circuit held "[t]here would therefore be no effect on administration of the estate."[46] In *Zale* , the Fifth Circuit held that bankruptcy court could not enjoin bad faith claims by third parties (like the Litigation Claimants here) against the insurers, because the bankruptcy court did not have jurisdiction over the bad faith claims.[47] Here, the bad faith claims will not impact the arrangement, standing, or priorities of the Litigation Claimants so there is no conceivable effect on the Debtor's bankruptcy case. Accordingly, because the outcome of the bad faith claims (1) will not affect the Debtor's rights, liabilities, options or freedoms of action and (2) will not impact the handling and administration of the Debtor's bankruptcy estate, the Bankruptcy Court has no related to jurisdiction over the claims. The Committee Plan's language referencing bad faith claims is thus patently unconfirmable.

2. The Bankruptcy Court Lacks Constitutional Authority to Enter Final Orders Regarding the Insurers

The Committee Plan is patently unconfirmable because the Bankruptcy Court cannot enter a final order regarding the LMI Policies. Under the Committee Plan, "any judgment obtained by an Abuse Claimant…s***hall be fully enforceable solely against, and paid by, any Non-Settling Insurer***

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[43] *See Pacor*, 743 F.2d at 995-96 ; *Valley Historic*, 486 F.3d at 836 ; *Celotex Corp.*, 514 U.S. at 307 n. 5.

[44] *Pacor*, 743 F.2d at 995-96.

[45] *Id.* at 995-96.

[46] *Id.* at 996.

[47] *In re Zale Corp.*, 62 F.3d 746, 755-56 (5th Cir. 1995).

under the terms of that Non-Settling Insurer's Insurance Policy and applicable law."[48] This language renders the Committee Plan patently unconfirmable.

Bankruptcy courts have limited constitutional authority. Article I of the Constitution authorizes Congress to establish bankruptcy laws and courts.[49] Therefore, a bankruptcy court's powers are wholly derived from statute.[50] Conversely, Article III courts derive their authority directly from the Constitution.[51] Article I courts cannot exercise the judicial power afforded to district court by Article III of the Constitution.[52]

In *Northern Pipeline Constr. Co. v. Marathon Pipe Line Co.*, the Supreme Court held that an assignment of jurisdiction to adjudicate state law claims to non-Article III bankruptcy judges was unconstitutional.[53] The Supreme Court concluded that adjudication of state law contract claims involve private rights, not public rights subject to resolution by non-Article III tribunals.[54] The Supreme Court rejected the argument that bankruptcy courts function merely as "adjuncts" to district courts such that delegating adjudicative authority to them would be consistent with Article III.[55] *Northern Pipeline* reflects a long-standing Constitutional principle– well established for decades–that bankruptcy courts only exercise the authority that is narrowly prescribed by statute and the Constitution. The "restructuring of debtor-creditor relations, which is at the core of the federal

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[48] Committee Plan, § 8.2.4 at 51.

[49] *See Caldwell v. Unified Capital Corp. (In re Rainbow Magazine, Inc.)*, 77 F.3d 278, 283-84 (9th Cir. 1996).

[50] *Kiviti v. Bhatt*, 80 F.4th 520, 533 (4th Cir. 2023); *In re Rainbow Magazine, Inc.*, 77 F.3d at 283-84; *see also Minn. Pollution Control Agency v. Gouveia (In re Globe Bldg. Materials, Inc.)*, 345 B.R. 619, 638 (Bankr. W.D. Ind. 2006).

[51] *In re Rainbow Magazine, Inc.*, 77 F.3d at 283-84.

[52] *Kiviti*, 80 F.4th at 532; *N. Pipeline Constr. Co. v. Marathon Pipe Line Co.*, 458 U.S. 50, 76-77 (1982).

[53] *N. Pipeline*, 458 U.S. at 87-89.

[54] *Id.* at 70-76.

[55] *Id.* at 76-77, 86.

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bankruptcy power, must be distinguished from the adjudication of state-created private rights[.]"[56] Bankruptcy courts may not adjudicate private rights.[57]

The Bankruptcy Court does not have constitutional authority to enter a final order concerning the LMI Policies. As explained in *N. Pipeline* [58] and *Stern v. Marshall*,[59] bankruptcy courts are not constitutionally vested with jurisdiction to enter final orders over private rights. A private right is defined as "the liability of one individual to another under the law as defined."[60] Disputes over contracts—the LMI Policies are certainly contracts—are private rights. A right to "recover contract damages…is 'one of private right…'"[61] "Wholly private tort, contract, and property cases…are not at all implicated [as public rights]."[62] Here, because the LMI Policies implicate private rights, the Bankruptcy Court does not have constitutional authority to enter a final order. Hence, the Committee Plan is patently unconfirmable.

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[56] *Id*. at 71.

[57] *Brott v. U.S.*, 858 F.3d 425, 434 (6th Cir. 2017) (citing *Stern v. Marshall*, 564 U.S. 462, 494 (2011); *N. Pipeline*, 458 U.S. at 70; *In re Apex Exp. Corp*., 190 F.3d 624, 632 (4th Cir. 1999) ; *Granfinanciera, S.A. v. Nordberg*, 492 U.S. 33, 53, 56, 61 (1989).

[58] *N. Pipeline*, 458 U.S. at 77 ("[T]he power to adjudicate 'private rights' must be vested in an Art. III court…").

[59] *See generally*, *Stern*, 564 U.S. at 503 ("Article III of the Constitution provides that the judicial power of the United States may be vested only in courts whose judges enjoy the protections set forth in that Article.").

[60] *Granfinanciera*, 492 U.S. at 51 n. 8, citing *Crowell v. Benson*, 285 U.S. 22, 51 (1932).

[61] *N. Pipeline*, 485 U.S. at 71.

[62] *Granfinanciera*, 492 U.S. at 51, citing *Atlas Roofing Co., Inc. v. Occupational Safety & Health Review Comm'n*, 430 U.S. 442, 458 (1977).

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3. The Committee Plan Improperly Appoints a Trustee

The Committee Plan is patently unconfirmable because it seeks to appoint a trustee the Bankruptcy Code does not authorize.[63]

The Committee Plan appoints a "Survivors' Trustee" to preside over the "Survivors' Trust".[64] The Survivors' Trust would be funded by cash contributions from the Debtor and a Non-Debtor Affiliate (the Roman Catholic Welfare Corporation of Oakland), along with proceeds from the Debtor's insurance policies and the Debtor's assigned insurance interests.[65] The Survivors' Trustee would only have a fiduciary duty only to abuse claimants and the administration of the Survivors' Trust.[66] This appointment cannot be abided.

First, the Bankruptcy Code does not permit a bankruptcy court to appoint a trustee for claimants to pursue claims against the estate. Section 1123(b)(3)(B) provides that a plan may, "provide for – the retention and enforcement by the debtor, by the trustee, or by a representative of the estate appointed for such purpose, of any such claim or interest". Stated differently, Section 1123(b)(3)(B) only authorizes a plan trustee, like the Survivors' Trustee here, to retain or enforce claims or interests that belong to a bankruptcy estate. This section does not permit the appointment of a representative that can authorize claims *against* a debtor's estate.

Second the Survivors' Trustee would also have conflicting interests under the Committee Plan. The Bankruptcy Court cannot appoint a trustee that would be a fiduciary for the claimants, and subsequently delegate the Debtor's duties and rights under insurance policies to that trustee because the trustee would be fundamentally conflicted.[67] A debtor's insurance policies are property of that debtor's estate.[68] Any appointed representative of that debtor's estate then owes fiduciary duties to insurers as the assured. The Committee Plan seeks to appoint a trustee that would be necessarily

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[63] Doc. 2752 at §§ 9.1, 9.2.

[64] *Id*.

[65] *Id*. at § 9.3.

[66] *Id*. at §§ 9.1.1, 9.2.1.

[67] Committee Plan, §§ 9.1, 9.2.

[68] *In re Endoscopy Ctr. of S. Nevada, LLC*, 451 B.R. 527, 542–43 (Bankr. D. Nev. 2011); *In re Minoco Group of Companies, Ltd.*, 799 F.2d 517, 518–19, 520 n.3 (9th Cir. 1986).

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conflicted because said trustee would have a duty to act in the best interests of two different parties with different interests – the claimants seeking to recover as much as possible from all parties, and the insurers whose expect and have a right that their policies be honored as they were intended. Therefore, the Committee Plan is patently unconfirmable because it seeks to appoint a trustee that is unauthorized by the Code and would be fundamentally conflicted.

4. The Committee Plan Improperly Delegates Claims Allowance and Disallowance to the Survivors' Trustee

A trustee cannot "allow" or "disallow" claims. Before a claim can be allowed, it must either be filed,[69] or scheduled as undisputed, liquidated and non-contingent.[70] Federal Rule of Bankruptcy Procedure ("Rule") 3002 requires unsecured creditors, like holders of Abuse Claims, to file a proof of claim for the claim to be allowed.[71] Further, a claim "is deemed allowed, unless a party in interest…objects."[72]

The Committee Plan does not meet Section 1129(a)(3)'s requirements, because the Plan impermissibly delegates the Court's function of allowing and disallowing claims to the Survivors' Trustee. Section 157 of Title 28 of the United States Code specifies that only this Court, and no other entity, can allow or disallow claims. "The process of allowing and disallowing claims is an essential part of the bankruptcy process and, as such, is within the bankruptcy court's constitutional authority

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[69] 11 U.S.C. §§ 501; 521(1); Fed. R. Bankr. P. 3003(b)(1) and (2); *In re Dennis*, 230 B.R. 244, 247 (Bankr. D. N.J. 1999) ("The Code clearly requires a proof of claim to be filed for a claim to be allowed.").

[70] Fed. R. Bankr. P. 3003(c)(2); *see In re Dynamic Brokers, Inc.*, 293 B.R. 489, 495 (B.A.P. 9th Cir. 2003) (Under § 1111(a), which is unique to chapter 11 cases, a claim listed on the debtor's schedules is "deemed filed" if it is not designated as disputed, contingent, or unliquidated, a rule implemented by Fed. R. Bankr. P. 3003(b)(1), which provides that a creditor need not file a proof of claim in such cases.)

[71] *In re Kinney*, 123 B.R. 889, 890 (Bankr. D. Nev. 1991) ("Any creditor or equity security holder whose claim or interest is not scheduled or scheduled as disputed, contingent, or unliquidated shall file a proof of claim or interest within the time prescribed by subdivision (c)(3) of this rule; *any creditor who fails to do so shall not be treated as a creditor with respect to such claim for the purposes of voting and distribution.*")

[72] 11 U.S.C. § 502(a).

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to decide."[73] Moreover, "[t]he duty to examine and pass on proofs of claim is that of the bankruptcy court alone, and cannot be delegated."[74]

Contrary to this black-letter law, the Committee Plan purports to delegate allowance—a judicial function—to the Survivors' Trustee. The Committee Plan defines an "Allowed" claim as follows: "Notwithstanding the foregoing, pursuant to the Survivors' Trust Distribution Procedures, the Survivors' Trustee shall have the ***sole authority*** to deem any untimely Abuse Claim Allowed even if such Claim was not filed by the Bar Date."[75] Conversely, the Committee Plan defines a "Disallowed" claim as: "Any Claim or portion of a Claim not Disallowed shall be either Allowed or Disputed as provided in the Plan."[76] By granting the Survivors' Trustee unilateral authority to deem untimely Abuse Claims "Allowed," the Committee Plan improperly delegates a judicial function to a non-judicial officer. The Bankruptcy Code does not authorize this power to be delegated. The Committee Plan's attempt to grant the Survivors' Trustee power to "allow" claims is improper and renders the Committee Plan patently unconfirmable.

5. The Committee Plan Improperly Limits Parties in Interest from Objecting to Claims

The Committee Plan is patently unconfirmable because it impermissibly restricts the rights of parties in interest to object to Abuse Claims. This restriction contravenes Section 1109(b) and controlling Supreme Court precedent. In *Truck Insurance Exchange v. Kaiser Gypsum Co.*, the Supreme Court held that an insurer with financial responsibility for claims is a "party in interest" because it may be "directly and adversely affected by the reorganization plan," and is therefore entitled to raise and be heard on any issue in the case.[77] The Court further explained that the term "party in

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[73] 4 Alan N. Resnick & Henry J. Sommer, Collier on Bankruptcy ¶ 502.01 (16th ed. 2026).

[74] *In re Mastercraft Record Plating, Inc.*, 32 B.R. 106, 110 (Bankr. S.D.N.Y. 1983); *see also In re Sun OK Kim*, 89 B.R. 116, 118 (D. Haw. 1987) ("If the trustee is formally notified and refuses to make an objection, either the debtor or the creditor may then ask the bankruptcy court to disallow the claim.")

[75] Committee Plan, § 1.1.14 (emphasis added).

[76] Committee Plan, § 1.1.56.

[77] *Truck Ins. Exch. v. Kaiser Gypsum Co., Inc.*, 602 U.S. 268, 269 (2024).

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interest" encompasses entities "potentially concerned with or affected by a proceeding," and emphasized that Congress intended to promote broad participation in reorganization cases to ensure fairness and transparency.[78]

The Committee Plan provisions improperly cage parties in interest. First, Section 1.1.39 provides that "Non-Settling Insurers shall only assert objections and defenses to an Abuse Claim in the appropriate non-bankruptcy forum following the election of the Holder of such Abuse Claim of the Litigation Option…", thereby precluding such insurers from participating in the claims allowance process in this Court. Second, Section 5.2.2 states that "[f]rom and after the Effective Date, only the Survivors' Trustee may object to Abuse Claims and solely in accordance with the Survivors' Trust Documents…", effectively stripping all other parties in interest of their statutory right to object. These provisions are inconsistent with Section 1109(b) and *Kaiser Gypsum* by improperly excluding insurers and other parties in interest from the claims allowance process notwithstanding their direct financial stake in the outcome. Because the Committee Plan seeks to override these fundamental participation rights, it is patently unconfirmable.

B. The Disclosure Statement Provides Inadequate and Misleading Information.

The Disclosure Statement does not merit approval because it contains inadequate and misleading information.

To merit approval, a disclosure statement must contain "adequate information"[79] that describes a confirmable plan.[80] The term "adequate information" is statutorily defined to mean:

> ... information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, that would enable a hypothetical reasonable investor typical of holders of claims or interests of the

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[78] *Id.*

[79] 11 U.S.C. § 1125(a)(1) (stating "Adequate Information" means: "information of a kind, and in sufficient detail. . . that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan, . . . in determining whether a disclosure statement provides adequate information, the court shall consider the complexity of the case, the benefit of additional information to creditors and other parties in interest, and the cost of providing additional information…"); *see also Momentum Mfg. Corp. v. Employee Creditors Comm. (In re Momentum Mfg. Corp.)*, 25 F.3d 1132, 1136 (2d Cir. 1994).

[80] 11 U.S.C. § 1125; *see also In re Quiqley Co.*, 377 B.R. 110, 115 (Bankr. S.D.N.Y. 2007).

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relevant class to make an informed judgment about the plan.[81]

While the concept of adequate disclosure is flexible, "there nevertheless is an irreducible minimum."[82] "An informed judgment cannot be made without information about the plan and about how the provisions of the plan will be put into effect."[83] Similarly, "every disclosure statement needs an explanation of why the proposed means of implementation will be adequate to the task."[84] The disclosure statement must inform the average creditor what it will receive and when and what contingencies might intervene.[85]

1. The Disclosure Statement is Misleading Because It Fails to Properly Distinguish Prior Diocesan Bankruptcy Settlements

The Committee Disclosure Statement is misleading where it states that the Debtor's plan, "[i]gnores precedents that do not support its narrative, including two California diocesan bankruptcy settlements: Diocese of San Diego and Diocese of Stockton"[86] because it does not fully provide context for these cases.

First, the Committee's statement has nothing to do with the Committee Plan and is irrelevant.[87] More importantly, this language is misleading as it pertains to the Roman Catholic Bishop of San Diego ("RCBSD") settlement.[88] The RCBSD bankruptcy case was dismissed and any payments to

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[81] 11 U.S.C. § 1125(a)(1) (emphasis in original).

[82] *In re Michelson*, 141 B.R. 715, 718–19 (Bankr. E.D. Cal. 1992).

[83] *Id*.

[84] *Id*.

[85] *In re Ferretti*, 128 B.R. 16, 19 (Bankr. D.N.H. 1991).

[86] Doc. 2753 at 8.

[87] *Id*.

[88] The Committee does not specify to which Diocese of San Diego bankruptcy it is referring. The Diocese of San Diego filed for Chapter 11 relief initially in 2007 and this case was also dismissed in 2007. *The Roman Catholic Bishop of San Diego*, 3:07-bk-00939. The Diocese of San Diego also filed for Chapter 11 relief in 2023 and that case is ongoing and has no full settlement with the class of abuse claimants. *The Roman Catholic Bishop of San Diego*, 24-02202. Because the Diocese of San Diego's 2023 bankruptcy case has not yet reached full settlement, so far the Diocese has only settled with 41 claimants out of around 450 claimants, we assume the Committee was referring to the dismissed bankruptcy proceeding. *The Roman Catholic Bishop of San Diego*, 24-02202, *Declaration of Rodrigo Valdivia in Support of First Day Motions*, Dkt. No. 14; and *Debtor's Rule 9019 Motion for Settlement*,

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survivors would have been substantially higher due to that debtor's bad acts, *i.e.* having hundreds of undisclosed accounts, and the timing of the settlements, "on the eve of the bankruptcy judge sending numerous cases back to state court for trial."[89] The settlements reached in RCBSD are therefore inapposite here where the Debtor has not been accused of bad acts in its filing process.[90]

The Committee's statement is also misleading as it pertains to the Roman Catholic Bishop of Stockton ("RCBST") settlement because there were only four remaining abuse claims by the time of the Stockton bankruptcy filing.[91] The settlement reached in the RCBST is distinguishable because there are hundreds of abuse claims here.[92] The Committee's statement that the Debtor ignored the applicability of the settlements in San Diego and Stockton is misleading because these cases are easily distinguishable and do not support the Committee's statement.[93]

2. The Disclosure Statement is Misleading Because it is Not Clear that any Insurance Assignment is Subject to the Terms and Conditions of the Insurance Policies

The Disclosure Statement is misleading when it described its Insurance Assignment as, "…allow[ing] Abuse Claimants to immediately pursue additional recoveries against Non-Settling Insurers through litigation in state court and the Survivors' Trust to continue litigating the Coverage

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Dkt. No. 1645. Further, the 2023 bankruptcy case would be inapplicable to the Committee's statement because in that case, no settlement has been reached with the entire abuse claimant class.

[89] *The Roman Catholic Bishop of San Diego*, 3:07-bk-00939; Irwin Zalkin, *BishopAccountability*, (February 22, 2023), https://www.bishop-accountability.org/2023/02/new-lawsuit-alleges-san-diego-catholic-diocese-fraudulently-transferred-real-estate-assets-to-parishes-to-avoid-child-sexual-abuse-claims/.

[90] *See id*.

[91] Doc. 2753 at 8; *The Roman Catholic Bishop of Stockton*, 2:14-bk-20371, *Declaration of Douglas Adel Regarding Description of Debtor and Pre-Filing History*, Dkt. No. 8 at 6.

[92] Doc. 19 at ¶ 84.

[93] Doc. 2753 at 8; *The Roman Catholic Bishop of San Diego*, 3:07-bk-00939; Irwin Zalkin, *BishopAccountability*, (February 22, 2023), https://www.bishop-accountability.org/2023/02/new-lawsuit-alleges-san-diego-catholic-diocese-fraudulently-transferred-real-estate-assets-to-parishes-to-avoid-child-sexual-abuse-claims/; *The Roman Catholic Bishop of Stockton*, 2:14-bk-20371, *Declaration of Douglas Adel Regarding Description of Debtor and Pre-Filing History*, Dkt. No. 8 at 6.

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Action" because it is not clear that the assignment is subject to the terms and conditions of the insurance policies.[94]

The Debtor's insurance policies stem from insurance contracts negotiated and entered into outside of bankruptcy. No confirmed plan or approved disclosure statement can alter the terms and conditions of the insurance policies themselves. It is therefore misleading to assert that claimants would immediately be able to pursue recovery against Non-Settling Insurers because that may not comport with the terms and conditions of those insurance policies. Hence, this language should not be included in the Disclosure Statement.

3. The Disclosure Statement is Misleading Because it Does Not Clarify the Contradiction Involving the Post-Judgment Recovery Provision in the Committee Plan

The Disclosure Statement is misleading when it states that, "[A] Non-Settling Insurer may not be liable for an Abuse Claim post-confirmation unless (i) a judgment is obtained in the underlying State Court Action against the Debtor or other co-insured parties; and (ii) coverage is then established for that judgment through an insurance coverage lawsuit" because it contradicts language in the Committee Plan.[95]

Under the Committee Plan, claimants who secure judgments can enforce such judgments against the insurers.[96] The Committee Plan states that, "[A]ny judgment obtained by an Abuse Claimant in respect of any Litigation Claim may not be enforced against (a) any of the Released Parties, (b) any of the non-insurance property or assets of the Released Parties; or (c) any Settling Insurers or the assets or property of the foregoing. Rather, any judgment obtained by an Abuse Claimant…shall be paid under the Plan and the Survivors' Trust Distribution Plan and shall be fully enforceable solely against, and paid by, any Non-Settling Insurer under the terms of that Non-Settling Insurer's Insurance Policy and applicable law."[97] However, the Committee Plan language does not

[94] Doc. 2753 at 18.

[95] Doc. 2753 at 19.

[96] Doc. 2752 at § 8.2.4.

[97] *Id.*

include the same coverage action requirement that the disclosure statement includes.[98] This omission is misleading and provides the reader with inadequate information as to how to properly proceed after obtaining a judgment.

The Disclosure Statement is also misleading because it imprecisely describes the contents of the Committee Plan; presently there is no coverage action requirement for recovery based on the Committee Plan itself.[99] The Disclosure Statement should be amended to comport with the Committee Plan language.

4. The Disclosure Statement's Description of Channeled Claims is Misleading

The Disclosure Statement misrepresents the scope of "Channeled Claims" in the Channeling Injunction. While it references the enjoinment of Abuse Claims under the Channeling Injunction,[100] it does not disclose the Committee Plan's broader definition.[101]

The Committee Plan defines "Channeled Claims" broadly, encompassing the following three categories:

(1) Abuse Claims against Persons personally committed acts of abuse, which significantly expands the range of claims subject to the Channeling Injunction;

(2) Claims held by a Non-Settling Insurer against any Released Party other than the Debtor or the Reorganized Debtor, a distinction not clearly addressed in the Disclosure Statement; and

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[98] Doc. 2753 at 19; Doc. 2752 at § 8.2.4.

[99] Doc. 2753 at 19; Doc. 2752 at § 8.2.4.

[100] Disclosure Statement, Art. III, § 7(v) ("The Committee Plan provides for a Channeling Injunction through which Abuse Claims against the Debtor and certain other parties will be enjoined from being asserted against them, but those claims may only be pursued against the Survivors' Trust. It is intended that the channeling of the Channeled Claims will inure to the benefit of the Released Parties and the Settling Insurers. The Channeling Injunction does not bar claims against any Non-Settling Insurer except to the extent a Non-Settling Insurer becomes a Settling Insurer.")

[101] Committee Plan, § 1.1.31.

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(3) Claims for which a Release Party is covered or allegedly covered nu a Non-Settling Insurer Policy, which further complicates the scope of the Injunction.[102]

The Committee Plan definition of "Channeled Claim" is far more expansive than the Disclosure Statement suggests, particularly with respect to claims involving Non-Settling Insurers. This omission creates a misleading impression of the Channeling Injunction's reach. Hence, the Disclosure Statement should be amended to provide more information about the definition of "Channeled Claims."

5. The Disclosure Statement Does Not Clearly Describe Whether the Committee Plan Binds Insurers

The Disclosure Statement is confusing because it fails to clearly describe the Committee Plan provisions that are internally inconsistent regarding the treatment of insurers. On the one hand, Section 13.1 of the Committee Plan provides that it is binding on the Debtor, the Estate, Holders of Claims, and "all other Persons or Entities," without specifically identifying insurers, thereby creating ambiguity as to whether insurers are intended to be bound. On the other hand, Section 8.5 imposes express limitations on Non-Settling Insurers, providing that "…as against the Survivors' Trust (as successor to the Debtor), a Non-Settling Insurer may only assert any such Contribution Claim for the payment of a deductible or self-insured retention." This provision purports to restrict Non-Settling Insurers' contribution rights – including as against Settling Insurers – despite the uncertainty as to whether such insurers are bound by the Committee Plan in the first instance.

Similarly, Section 8.3.13 states that "[a]ll positions and arguments with respect to available coverage under such Abuse Insurance Policies shall be fully preserved for assertion by the Non-Settling Insurers, the Abuse Claimants, and/or the Survivors' Trust in any litigation of coverage issues." Although this provision ostensibly preserves insurers' coverage defenses, it simultaneously authorizes Abuse Claimants and the Survivors' Trust to assert coverage positions, creating further ambiguity as to the scope of insurers' rights and the extent to which those rights may be affected or diluted under the Committee Plan.

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[102] *Id.*

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To address these deficiencies, the Disclosure Statement should be amended to clearly and consistently disclose whether, and to what extent, the Committee Plan purports to bind Non-Settling Insurers, limit their rights, or authorize third parties to assert coverage positions, and should reconcile or explain these conflicting provisions so that parties in interest can meaningfully evaluate the Committee Plan.

6. The Disclosure Statement is Confusing Regarding the Payment to the Survivors' Trust

The Disclosure Statement states that "the Committee Plan proposes the Debtor pay $195.2 million to a Survivors' Trust for the benefit of Survivors in three installments with the last payment due no later than September 2029 and offers a release of all claims against the Roman Catholic Welfare Corporation of Oakland ("RCWC") if it agrees to pay $118.9 million to the Survivors' Trust over the same period."[103] However, it fails to clarify whether the $118.9 million is included within the $195.2 million total or constitutes a separate, additional payment. This ambiguity leaves parties in interest unable to determine the total funding contemplated by the Committee Plan or the consideration supporting the proposed release of RCWC. The Disclosure Statement should clearly specify whether the $118.9 million is included in, or in addition to, the $195.2 million contribution.

7. The Disclosure Statement Misleadingly Claims that the Debtor Failed to Monetize Insurance Policies

The Disclosure Statement asserts that the Debtor (i) failed to appropriately monetize the policies of the five settling insurers and (ii) impaired the value of the insurance assignment by permitting recovery solely against the three remaining non-settling insurers.[104] This assertion is unsupported and lacks any articulated factual basis. Although it suggests that the Debtor failed to maximize the value of its insurance assets, the Disclosure Statement provides no analysis, data, or other evidence to substantiate that claim. Nor does it demonstrate that the settlements with the five insurers undervalue the policies or materially limit future recoveries. Because the Debtor has now

[103] Disclosure Statement, p. 2.

[104] Disclosure Statement, p. 5.

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decided to no longer move forward with its proposed insurer settlements, references to these settlements should be removed from the Disclosure Statement.

8. The Disclosure Statement Fails to Disclose that the Committee Plan Has Provisions that Render it Patently Unconfirmable

The Disclosure Statement is incomplete because it fails to adequately disclose that the Committee Plan has provisions that render it patently unconfirmable, which could lead to reversal on appeal. These defects include, among other things, provisions affecting claim allowance, impairing parties in interest from exercising their rights, improperly expanding the Bankruptcy Court's jurisdiction, and altering insurers' contractual and statutory rights. Each of these issues directly implicate confirmation requirements under the Bankruptcy Code and governing law. Instead, the Disclosure Statement simply states that "if the Debtor and/or Non-Settling Insurers prevail on their appeal, the Effective Date will not occur."[105] This language is buried at the end of the Committee Plan. By using the term "Effective Date," a layperson without bankruptcy knowledge may not understand the consequences of reversal of an order confirming the Committee Plan. The Disclosure Statement should provide this information for parties to make informed decisions.

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[105] Committee Plan at 37, ¶ 7.

IV. CONCLUSION

Based on the foregoing, LMI respectfully request the Court not enter an order approving the Disclosure Statement.

Dated: April 7, 2026

By: /s/ *Jeff D. Kahane*

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