UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

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In Re:	) Case No. 4:23-Bk-40523
	) Chapter 13
THE ROMAN CATHOLIC BISHOP OF OAKLAND	)
	) Oakland, California
	) Wednesday, November 8, 2023
Debtor.	) 10:30 AM

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ADV#: 23-04028
THE ROMAN CATHOLIC BISHOP OF OAKLAND, ET AL. v. PACIFIC INDEMNITY, ET AL.

1. MOTION TO DISMISS PARTY FILED BY CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (DOC. 106)

2. MOTION REQUEST FOR JUDICIAL NOTICE FILED BY CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (DOC. 107)

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

APPEARANCES:

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

OAKLAND, CALIFORNIA, WEDNESDAY, NOVEMBER 8, 2023, 3:37 PM

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(Call to order of the Court.)

THE CLERK: That leaves line item number 5 --

THE COURT: Yep.

THE CLERK: -- for the Roman Catholic Bishop of Oakland, et al. v. --

THE COURT: Yep. Yep, yep, yep. Yeah.

THE CLERK: -- Pacific Indemnity, et al. --

THE COURT: Okay.

THE CLERK: -- case number 23-04028, and I'm moving the parties over now, Your Honor.

THE COURT: Okay.

(Pause.)

THE CLERK: And we have all the parties, Your Honor.

THE COURT: Okay. Let's go ahead and get appearances. Let's start in the courtroom, please.

MS. RIDLEY: Good morning, Your Honor. Eileen Ridley, Foley & Lardner, on behalf of the debtor in the adversary proceeding. I'd like to introduce my very new colleague, Jack Doty (phonetic). He's not technically working on the case, but we thought it would be good to see a court in action while he's just joined us.

THE COURT: Okay. I'll look forward to seeing your name at fee app. Okay.

All right. On the screen, we have a number of parties -- a number of counsel, I should say, not necessarily a number of parties. Go ahead.

MR. HALL: Good morning, Your Honor. Frederick Hall, on behalf of the defendant the California Insurance Guaranty Association.

THE COURT: Okay.

MS. UETZ: Hi, Your Honor. It's Ann Marie Uetz of Foley for the debtor. Rest assured, that name will not be on the fee application.

THE COURT: I couldn't resist. And don't take it the wrong way. It's lovely to see you. Are you from ND Cal or --

MR. DOTY: San Diego, actually.

THE COURT: Okay. Well, welcome to the Northern District. Okay.

MR. DOTY: Thank you.

THE COURT: Yeah, you're welcome.

MS. UETZ: Thanks, Your Honor.

THE COURT: Okay. Other appearances.

MS. ALBERT: Good morning. Good morning, Your Honor. Gabrielle Albert, Keller Benvenutti Kim, on behalf of the unsecured creditors committee. And with me today --

THE COURT: Okay.

MS. ALBERT: -- is Brent Weisenberg from Lowenstein Sandler.

THE COURT: Okay. Very good.

MR. WEISENBERG: Good afternoon, Your Honor. Thank you for allowing me to appear by Zoom.

THE COURT: Okay.

MR. BAIR: Your Honor, and --

MS. RIDLEY: I'll let Jesse go ahead.

Mr. Bair, go ahead.

MR. BAIR: Good Honor, Your (sic) afternoon. Jesse Bair from Burns Bair, special insurance counsel for the committee. And I, too, appreciate being able to participate by Zoom today. Thank you.

THE COURT: Okay. Others.

MS. SUGAYAN: I guess it's still morning there, Your Honor. This is Cathy Sugayan from Clyde & Co. Chicago. I'm here on behalf of the defendants in the adversary Certain Underwriters at Lloyd's, subscribing to slip numbers CU101, K66034, K78138, and CU3061. And for the future, I'll just refer to us as certain underwriters.

THE COURT: Okay.

MR. CURET: Good morning, Your Honor.

THE COURT: All right.

MR. CURET: Blaise Curet on behalf of Westport Insurance Corporation.

THE COURT: Okay. I had thought that I would give you my views about the matter that was argued two or three weeks

ago, but I don't see some of the counsel who I would have expected to see. So I can hold -- are we going to be gathering on the 14th? I think we've reserved that that day for you folks, and I thought there were one or two things on. So --

MS. RIDLEY: There are, Your Honor. And they're --

THE COURT: Okay. Would it be better to have the more fulsome crowd on the 14th?

MS. RIDLEY: It would seem only fair. Can we?

THE COURT: I think so. I mean, I'm not looking -- without removing all dramatic irony, it will be -- there'll be some things to discuss. Can I leave it at that?

MS. RIDLEY: Yeah.

THE COURT: And how we go forward. Okay.

MS. RIDLEY: I will tell you, and I will follow the seventy-two hour --

THE COURT: Yeah. Okay.

MS. RIDLEY: -- requirement. I have to be in New York, but I will be --

THE COURT: Okay.

MS. RIDLEY: -- remotely appearing.

THE COURT: Okay.

MS. RIDLEY: So I will not be able to be here --

THE COURT: Okay.

MS. RIDLEY: -- physically.

THE COURT: Okay. I will, just without going into the

detail -- I would if we had all the other participants here -- I am still looking at this the way I think I was trying to telegraph that I was the other day, which is that sort of a functional/rhetorical sense of, well, what what's the purpose of a complaint here. And my disposition of this will try to take account both of the fact that part of the -- part of the reason for a complaint here is just to, for lack of a better way, memorialize and give us a vehicle for dealing with some issues that we all know are there. And that's one level. That's one strata on which this occurs.

But another is to the extent that it is a complaint and it necessarily calls forth a response, does it need to be adjusted in a way that might better provoke a response. And I think the answer to the second question is is a version of yes, but how we sort of get there, I think, is the point of the conversation I'll look forward to having when I see all of you. Okay.

MS. RIDLEY: I believe I --

THE COURT: Make sense?

MS. RIDLEY: -- understand, and --

THE COURT: Yeah.

MS. RIDLEY: -- it makes sense.

THE COURT: I doubt I'm shocking anybody. Okay. And by the way, I don't mean to -- I could do this at every hearing, and I probably shouldn't. But I'm aware that

obviously versions of this kind of litigation are at play in various dioceses cases, and it seems as if they are performing different functions in different cases. They're certainly getting different responses in different cases. So I try to not so much make a decision based on that, but it does help me educate myself about some context. But otherwise, I always think the Court is better served if it has. So let me just leave it at that. I won't read anything more into that.

Okay. Then can we otherwise go forward today with the motion that is on? Okay. All right. Well, let me continue with the jurisdictional discussion that I had had with other counsel earlier on and turn to the moving party here. There were some suggestions at least in the initial pleading that there might be either a jurisdictional or a judicial power question here with respect to your client's view --

MR. HALL: Yes, Your Honor.

THE COURT: -- of this litigation?

MR. HALL: Certainly, we were just --

THE COURT: Well, let me just ask you, is there a jurisdictional issue, or is there a judicial power issue?

MR. HALL: Your Honor, there is, I think, both. Our issue, certainly at this point, we were just putting forth that we won't consent to the Court's hearing or make final determinations --

THE COURT: Well --

UNIDENTIFIED SPEAKER: -- to this matter because we believe it's a noncore matter.

THE COURT: Well, let me stop you there. One, that's not jurisdictional, right? We can all agree on that?

MR. HALL: That's correct. It's judicial power.

THE COURT: Correct? Okay. So the difference between jurisdiction and judicial power is difference between here and here and determined, right? If I have no jurisdiction, I don't do anything. We all go home, right? Okay.

MR. HALL: Correct.

THE COURT: All right. But if I arguably lack judicial power, then at different times, I may or may not do certain things that would resolve matters in front of me, right?

MR. HALL: Correct.

THE COURT: Okay. And the place where the rubber really meets the road on that constitutionally is where I might be deciding disputed questions of fact, correct?

MR. HALL: Correct.

THE COURT: Okay. So are we kind of backing into the position that for 12(b)(6) purposes, we don't have to beat this to death today; is that fair?

MR. HALL: Yes, that's correct, Your Honor.

THE COURT: Okay. So if the complaint survives your robust argument today, we will take as we go what I do and what

my role is in all this, right?

MR. HALL: Yes.

THE COURT: Okay. Got it. All right. You may proceed.

MR. HALL: Okay. Your Honor, of course, the California Insurance Guaranty Association is a statutory entity that has very limited powers as to the claims that it can, in fact, honor. And that, the problem with the complaint that we had in this case was that the complaint is drafted clearly to address or to assert claims against private insurers. The California Insurance Guaranty Association is a statutory entity, and the thing that the complaint lacked is any basis that there was, in fact, a what is called a covered claim under the CIGA statute that would raise any obligations on the part of the California Insurance Guaranty Association.

In the opposition that was filed by the debtor, we see that what the debtor has admitted is that the second cause of action for breach of contract clearly is not appropriate as to CIGA. And so the motion to dismiss must be granted as to the second cause of action.

THE COURT: Well, let me stop you there. They certainly suggest that there is a way to restate that in a way that they believe would be legally relevant to CIGA. Do you agree with that?

MR. HALL: Yes, Your Honor. They are --

THE COURT: Okay.

MR. HALL: -- proposing to amend the complaint to assert --

THE COURT: Yeah.

MR. HALL: -- a different cause of action, which is --

THE COURT: And one that would take account of your argument, which I think they agree is reasonably well taken, up to a point, at least, that that this needs to be presented differently with respect to CIGA.

MR. HALL: Correct. That's right.

THE COURT: Okay. So everybody respects that. So all right. So that's a given. So go ahead.

MR. HALL: Okay. As to the remaining cause of action for declaratory relief, what we have now is essentially, as I pointed out in our motion, there is no allegations that the claim was timely in this case as required under the California Insurance Code Section 1063.1. And in response, the debtor has put forth a series of what we call proofs of claim, which are the form that is filed with the liquidator to establish a particular claim in the liquidation proceeding of the insolvent carrier.

The problem we have is that these proofs of claim that were attached as exhibits to the opposition do not actually refer to the claims that are the subject of the adversary complaint. They are actually claims for attorney's fees, and

that's all they are. The forms that are filed are not very long forms. They're forms that are used by the liquidator. They don't ask for a lot of information, but they do ask for a statement of what the claim is about. They asked for information about the claim. They asked for whether there's a lawsuit involved in the claim and the particulars of any lawsuit that involved that claim.

And if we look at those claims, and there are twenty-four proofs of claim, all of them, the claim forms are all essentially the same. They refer to essentially a debt of attorney's fees, and they attach nothing other than attorney fee bills, one-page bills with no real description and just an amount. And the total of all the bills that are attached to each of the proof of claims is what is noted in the proof of claim as the amount of the claim. So the claim is clearly for the attorney bills. The description is the same in all the proofs of claim, and it does not refer to any clergy abuse claims as are alleged in the complaint.

THE COURT: Can I ask you a question?

MR. HALL: Sure.

THE COURT: You know these claims better than I do. Let me ask if this is analogous to a proof of claim in the bankruptcy context, which may freely be amended as long as the facts are set forth with some particularity and the basis of the claim is also set forth, as in the amount, it sounds kind

of odd to say that's sort of the least of our worries, if you will. To what extent is that the rule in the insurance world or not?

MR. HALL: Your Honor, the proof of claim in the liquidation proceeding is governed by the law of the liquidation domiciliary state, so in this case, Pennsylvania. So and the problem is here, normally a proof of claim cannot be "amended". It can be supplemented at different times to provide additional information as to the progress of the claim and so forth. But here, the problem that I see is that in all these proofs of claim, there is no real mention of any claim related to these clergy abuse claims. They are only -- the statements in the proof of claim form do not refer to any claim for liability, for clergy behavior, or actions. There's nothing like that in the proof of claim form at all.

And in fact, the proof of claim form itself asks if there was any lawsuit involved in the claim. And it denies that and in fact leaves the rest of the proof of claim blank because it says there, it says, no, there is no lawsuit filed relating to this claim. Obviously, if this proof of claim or these proof of claims were intended to provide a or to present as claims the clergy abuse claims, which are all subject to various lawsuits, the answer to that question on the proof claim form would have been yes. And the information that requested on the proof of claim form would have been filled out

as to the particular lawsuit.

If that was done, and then of course, subsequently, the debtor wanted to supplement that proof of claim, file additional information with the liquidator, provide additional documents, it could do that. But here, you have a proof of claim that relates solely to essentially legal bills. There are no indication of any other type of claim that is being asserted. And in the liquidation proceedings, there is a deadline, a bar date. And if it's not filed by that bar date, you cannot assert that claim later. You cannot supplement a proof of claim so as to essentially present a different claim.

THE COURT: Okay. Well, let me give you a hypothetical. Okay. And this is something -- this is very relevant in the bankruptcy world. Somebody is aware of the possibility of a claim under the regimen you're describing. They file a claim for an amount unknown because it has not yet been liquidated. Is that amendable?

MR. HALL: Yes. Not amendable, but it's what we call a contingent and undetermined claim. And in that case, the proof of claim would simply indicate that. It would indicate the nature of the claim, indicate that it is unliquidated --

THE COURT: Uh-huh.

MR. HALL: -- and then --

THE COURT: Okay.

MR. HALL: -- provide any information relating to the

claim and sort of the status of the claim. And then, of course, that could be supplemented as the claim progressed in whatever court it was proceeding under.

THE COURT: Okay. Thank you. Okay. Are you pausing for --

MR. HALL: Oh, I'm sorry, Your Honor. I didn't know whether you were saying thank you to that's all you wanted to hear from me.

THE COURT: Yeah. Yes.

MR. HALL: So in essence, the California Insurance Guaranty Association's position is here, these claims, the claims that are the subject of the adversarial complaint, have not been timely presented to the liquidator, and therefore they cannot qualify as covered claims under --

THE COURT: Well --

MR. HALL: -- (indiscernible).

THE COURT: -- let me ask kind of a silly pleading question, but I think it gets to a lot of -- the tension here between the merits and pleadings. Okay. What if this complaint said we did all these things because we said so. Thank you very much. And there were no detail at all, but they said we've satisfied every aspect of this and it's A, B, C, and D and we've done it.

From a pleading standpoint, that would be sufficient, wouldn't it?

MR. HALL: If they made those allegations, yes --
THE COURT: Okay.
MR. HALL: -- I would say we'd have to take --
THE COURT: All right.
MR. HALL: -- the allegations as stated.
THE COURT: Okay. All right. But you're saying that the allegations not having been made, this is 12(b)(6) time.
MR. HALL: Correct. And --
THE COURT: Okay. Okay.
MR. HALL: -- our first position was that it wasn't made, and therefore, at best, the complaint has to be amended so that the appropriate allegations can be placed in the complaint.
THE COURT: Um-hum.
MR. HALL: What happened was in opposition, the debtor has in fact produced the actual proofs of claim, and now we can see that they cannot allege what is not in the proofs of claim.
THE COURT: Um-hum. Okay. Well, okay, let me pause for a moment, and let me turn to Ms. Ridley. Why don't you go ahead and start. And I have some obvious questions, but --
MS. RIDLEY: I'm assuming. Yeah.
THE COURT: Yeah, go ahead.
MS. RIDLEY: Yeah.
THE COURT: I concentrate better. I appreciate it. Thank you.

MS. RIDLEY: Candidly, so do I so --
THE COURT: Yeah.
MS. RIDLEY: I'm happy to address the breach of contract, but I think we're in violent agreement that we believe that that should be amended would be --
THE COURT: I agree.
MS. RIDLEY: -- more out of a duty under statute. So I'll --
THE COURT: I agree. And I don't see why you shouldn't have -- you have leave to do that, as far as I'm concerned. Okay. I mean, look, there'll be other arguments about why that's not wonderful either, but okay, that's fine.
MS. RIDLEY: I understand that. But getting to sort of what I think is --
THE COURT: I think you're right.
MS. RIDLEY: -- the meat of the coconut --
THE COURT: I think you're right. Okay. Thank you.
MS. RIDLEY: Originally, the motion brought by CIGA was that there was no -- there were no proofs of claim. There was nothing submitted on time --
THE COURT: Yeah.
MS. RIDLEY: -- at all.
THE COURT: Yeah.
MS. RIDLEY: The reason we presented what we presented is because in fact we did file and in fact had CIGA looked at

its own files, it would know we had filed --

THE COURT: Yeah.

MS. RIDLEY: -- and it would also acknowledge they had assigned an adjuster --

THE COURT: Um-hum.

MS. RIDLEY: -- and the adjuster had contacted us --

THE COURT: Um-hum.

MS. RIDLEY: -- and had confirmed we had appropriately filed and understood these were abuse claims. There are reason there are defense fees was that was the only amount presently known while the cases were continuing because the insurers that were involved, Commercial Union/Armour, had accepted defense. They had received the complaint and accepted defense.

THE COURT: Um-hum.

MS. RIDLEY: That's why there are attorney's fees there.

THE COURT: Um-hum.

MS. RIDLEY: So they absolutely understood that these were related to complaints. They absolutely understood these had to do with abuse claims. And notwithstanding, in the middle of having agreed to defend, they then went into liquidation. We then submitted what fee bills were there at that time, given the dates provided. We can allege all of that.

And so our contention is not only have we timely

filed, CIGA knows that. Had it looked at its own files, it actually acted and conducted itself knowing that we had submitted appropriate claims, understanding the nature of the underlying claims. If they would like to see that in a pleading, we can put that in there without really much effort.

THE COURT: Um-hum. Okay. I mean, otherwise, we're getting kind of close to Rule 56 stuff here.

MS. RIDLEY: A hundred percent.

THE COURT: I think, and I mean, and that's not the critique anybody. If that's how this gets resolved, that's fine.

May I pause for a moment and bring up a matter of -- well, let me put it to you this way. I don't know that my bankruptcy judge colleagues around the country have necessarily believe -- and this is a rare moment of modesty among the federal bench. Okay. I don't know. I mean, you're making wonderful arguments about things you guys understand and deal with every day, Mr. Hall and yourself. I am not -- I mean, it's not that it would be beyond me.

But is there a point at which some of these matters are better litigated in a state court as opposed to the bankruptcy court? And that's just an open question because I think, and I'm not trying to be arch when I say it, part of what's going on here is teeing things up so that if and when we get to the happy day when we get to a mediation, there's at

least an ask and a get, which I suspect, if nothing else, is a mechanism to have that proceed with some expedition. Okay. Whether you've resolved anything or not, it's out there, there are positions, and people can react to that. Okay.

So I don't know that that necessarily leads to bankruptcy judges making wonderfully astute decisions about insurance law that they don't deal with. And I say this -- I'm not trying to be funny. I mean, you guys know this stuff. I can learn it. But is there a sense that ultimately this should be determined here? And maybe that's a partial answer to the judicial power question.

MS. RIDLEY: I think it might actually be. And my contention would be, yes, it should be decided here because the fact of the bankruptcy is a key context with regard to this --

THE COURT: Yeah. Uh-huh.

MS. RIDLEY: -- particular asset, which happens to be insurance.

THE COURT: Okay. Well, I mean, I'm raising it because I think it's a question that's been dealt with in different ways in different courts. And I don't know that I'm -- I mean, I'm certainly open to arguments as to what might be related to at best and what I do about that.

MS. RIDLEY: And I imagine you would be. But for example --

THE COURT: Yeah.

MS. RIDLEY: -- with the Diocese of Buffalo, that's one of the things the court grappled with.

THE COURT: Yeah. Yeah. Well, and other insurers have certainly reserved the right to move to withdraw the reference, which will not be my call. I mean, if someone wants to withdraw the reference, they tell the -- I mean, I'm allowed under our Local Rules to weigh in on that. And there are times when I have a lot to say about that, and there are times when I don't. So I mean, if we get to that point, Mr. Hall can raise it. And ultimately, the district court will tell us one way or the other that it's just better there for all purposes.

MS. RIDLEY: Understood. And --

THE COURT: Yeah.

MS. RIDLEY: -- while we can have academic discussions with regard to insurance --

THE COURT: Yeah.

MS. RIDLEY: -- I think the reality, though, is insurance is a practical tool for entities. And --

THE COURT: Yeah.

MS. RIDLEY: -- knowing the context, particularly for example, in bankruptcy --

THE COURT: Uh-huh.

MS. RIDLEY: -- I think is very important.

THE COURT: Yeah. Yeah. Well, then take it as a rare moment of judicial modesty. Okay.

MS. RIDLEY: Okay.

THE COURT: All right. Thank you.

All right. Anything else, Mr. Hall?

MR. HALL: Yes, Your Honor. I just wanted to say that I actually differ with Ms. Ridley about the comment the Court just made. I think that this is particularly an issue that should be resolved by the state courts because --

THE COURT: Okay.

MR. HALL: -- CIGA is a statutory --

THE COURT: Okay. Yeah.

MR. HALL: -- entity existing solely under state law.

THE COURT: Okay.

MR. HALL: And although the debtor is --

THE COURT: Well --

MR. HALL: -- in bankruptcy, that is the only real connection here to --

THE COURT: -- we take that as a fairly relevant one, as connections go. Okay.

MR. HALL: I understand.

THE COURT: It kind of animates what I do most of the day, but there you go. There you go.

MR. HALL: Absolutely.

THE COURT: All right. Well, look, and I don't know what the vehicle would be. I mean, I don't know if there's a way to get this to a district court and have the district court

consider whether it should abstain -- I mean, that's maybe not even the right word. But I mean, was there an action pending in state court between these parties with respect to the coverage issues when the case was filed?

MR. HALL: Not with the --

MS. RIDLEY: No.

MR. HALL: -- the California Insurance Guarantee Association.

THE COURT: Okay. So abstention is not -- from my limited perspective basis, abstention is not the doctrine we would look at.

MS. RIDLEY: I think that's correct.

THE COURT: Okay. All right. I got it. All right. But certainly hearing Mr. Hall that he believes this might be better done in state court, and I don't have an opinion about that. It was more, am I going to hear that, because I think it's not a crazy position, believe me. Okay.

All right. Anything else?

MS. RIDLEY: Not from me, Your Honor. Thank you.

THE COURT: All right. Mr. Hall.

MR. HALL: Not from me, Your Honor.

THE COURT: All right. Okay. I think I'm going to grant the motion to the extent that there is an agreement that the second cause of action needs to be restated more properly to make relevant allegations with respect to the insurance

guaranty entity that is here, which is not an insurance company per se. So I think that makes absolute sense. And I think that -- and this is not to say that you won't have another wonderful 12(b)(6) motion if you see something in that amended pleading that you think is inappropriate, Mr. Hall. But I think I'd let the debtor take a whack at that. Okay.

So with respect to the first cause of action, I am similarly inclined to allow the debtor to amend to state more comprehensively what would be the predicates for setting forth the extent and the character of the dispute between the plaintiff and the defendant here. And I think this is getting somewhat into the facts in a way that arguably 12(b)(6) wouldn't necessarily have to take us. It's probably going to be much more efficient if we do that because at that point we can have a much more particularized response if there's going to be an answer. If there's another legal issue here to be determined, Mr. Hall can raise it and I can decide it.

But I think the closer we get to something that that is actually an ask and a get, for lack of a better way of putting it, the more sense this is going to make. And what I had said before, Mr. Hall, and I think this presents differently because your client is not an insurance company. It's a little bit different. But I think there's still a sense in which this litigation is two things. I mean, one of it is sort of a big discovery tool. Where are we with different

assets and aspects of this. And that might have been done through 2004 exams here.

But to the extent you would want to turn that into the debtor asking that something be done or alleging that something needed to be done that wasn't done, obviously a complaint is the vehicle, but then the debtor needs to be fairly particularized about what those duties were and why they haven't been met and why there is a controversy. So I think it's appropriate. I'm going to grant your motion, but with the understanding that I'm looking to the debtor to give us -- to sort of recharacterize things on the second claim and for lack of a better word, put a little meat on the bones with respect to the first one, and then we'll see where we are.

Do you have a sense of how long you want to take to do that, Ms. Ridley?

MS. RIDLEY: If I could have two weeks.

THE COURT: Any problem with giving them two weeks to amend, Mr. Hall?

MR. HALL: No, Your Honor.

THE COURT: Okay. Let's do that. And then I forget if there's necessarily a time that is suggested for Mr. Hall's response that's other than the normal twenty-eight days.

MS. RIDLEY: There isn't. The one thing I would note. Maybe if we were to amend the complaint and depending what the Court informs us of on the 14th --

THE COURT: Yeah.

MS. RIDLEY: -- maybe it might be two weeks from the 14th because it's one complaint, and I can do it all in one --

THE COURT: That makes some sense, and there's going to be some overlap, let's put it that way. Okay.

MS. RIDLEY: Okay. So I'm just if it's two weeks from the 14th, that way I can make it a whole package.

THE COURT: Let's do that. Okay.

MS. RIDLEY: Okay.

THE COURT: All right. Thank you all for your very good arguments. I really appreciate it. I mean, I really mean it when I say it with you folks. I learn something every time I see you. I mean, there is always something that I have never seen before. And I'm very, very grateful for your good arguments and the spirit with which you bring them to the Court.

MS. RIDLEY: Well, I would say I appreciate a judicial officer who is interested in insurance. Not always the case.

THE COURT: I'm interested in many things about which I know not nearly enough so that's a good (indiscernible) for me to be interested. Okay.

All right. Anything else for today?

MR. HALL: No, Your Honor.

MS. RIDLEY: No. Thank you, Your Honor.

THE COURT: All right.

MR. HALL: Thank you, Your Honor.

THE COURT: All right. Thank you very much. I'll see everybody next week, and we'll talk about the other motions to dismiss. Okay. All right.

(Whereupon these proceedings were concluded at 4:06 PM)

I N D E X

RULINGS:	PAGE	LINE
CIGA's motion to dismiss party is granted	24	22

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Date: November 17, 2023

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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 Roman Catholic Bishop of Oakland vs. Pacific Indemnity et al. Defendant(s)	Adversary Proceeding No. 23−04028

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

A transcript of the proceeding held on November 8, 2023 was filed on Friday, November 17, 2023. The following deadlines apply:

The parties have Monday, November 27, 2023 to file with the court a Notice of Intent to Request Redaction of this transcript. The deadline for filing a request for redaction is Friday, December 8, 2023.

If a request for redaction is filed, the redacted transcript is due Monday, December 18, 2023.

If no such notice is filed, the transcript may be made available for remote electronic access upon expiration of the restriction period, which is Thursday, February 15, 2024, 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: 11/20/23

For the Court:

Edward J. Emmons
Clerk of Court
United States Bankruptcy Court

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