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**UNITED STATES BANKRUPTCY COURT**
**NORTHERN DISTRICT OF CALIFORNIA**
**OAKLAND DIVISION**

| | |
|---|---|
| *In re*:<br>THE ROMAN CATHOLIC BISHOP OF OAKLAND, a California corporation sole,<br>Debtor. | Chapter 11 Case No. 23-40523-WJL<br>Adv. Pro. No. 23-04028-WJL<br>**UNITED STATE FIRE INSURANCE COMPANY'S JOINDER IN MOTION TO WITHDRAW REFERENCE** |
| THE ROMAN CATHOLIC BISHOP OF OAKLAND,<br>Plaintiff,<br>v.<br>PACIFIC INDEMNITY, a Delaware corporation; et. al.<br>Defendants. | |

Defendant United States Fire Insurance Company ("U.S. Fire") joins in the Motion to Withdraw Reference filed by Pacific Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company, Westchester Fire Insurance Company, Westport Insurance Corporation, formerly known as Employers Reinsurance Corporation, Travelers Insurance Company and California Insurance Guarantee Association at Docket Entry 188 on the bases set forth herein, and states separately as follows.

Various insurer defendants previously notified the Court of their intention to move to withdraw the reference. U.S. Fire contends that the Court should dispose of this matter based on the currently pending Motions to Dismiss. Nonetheless, the main coverage issue with respect to U.S. Fire, an alleged excess-only insurer, is whether any policy exists at all. Non-core state law questions for which disputed factual issues predominate that cannot be decided on motion require a jury. The "alleged policy" issue is just such a non-core issue. "[W]here, as here, non-core claims completely overwhelm claims that can be finally adjudicated in Bankruptcy Court, the matter is more likely to eventually come before [the District] Court and efficiency is best served by having the matter heard in the correct forum ***at the earliest possible opportunity."*** *In re Cachet Financial Servs.*, 2023 WL 4752048, *6 (C.D. Cal. July 24, 2023) (quoting *Everett v. Art Brand Studios, LLC*, 556 B.R. 437, 445 (N.D. Cal. 2016)) (emphasis added).[1] Therefore, for all of the reasons set forth in the pending Motion to Withdraw the Reference, withdrawal of the reference is equally appropriate with respect to U.S. Fire in the event that the Motion to Dismiss is not granted.

[1] Pursuant to United States Bankruptcy Court, Northern District of California Local Bankruptcy Rule 7012-1, U.S. Fire respectfully represents that it does not consent to the entry of a final order or judgment by the Bankruptcy Court and asserts its right to trial by jury on all issues. This filing does not constitute a waiver of any of U.S. Fire's rights, including the right to *de novo* review by a Federal district court (or, as applicable, appellate court) of any non-core rulings and/or the right to trial by jury in any proceeding as to any and all matters so triable.



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Dated: February 2, 2024

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