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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

In re:

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

Debtor.

Case No.:_____

Bankruptcy Case No.: 23-40523 WJL

THE ROMAN CATHOLIC BISHOP OF OAKLAND,

Plaintiffs,

vs.

PACIFIC INDEMNITY, a Delaware corporation; INSURANCE COMPANY OF AMERICA, a Delaware corporation; AETNA INSURANCE COMPANY, a Delaware corporation; TRAVELERS INSURANCE COMPANY, a Delaware corporation; CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO SYNDICATES 2623 (AFB) AND 623 (AFB), a foreign organization; INSURANCE COMPANY OF NORTH AMERICA, a Delaware corporation; ACE LIMITED, a foreign organization; UNITED STATES FIRE INSURANCE, a Delaware corporation; EMPLOYERS REINSURANCE, a Delaware

Adv. Proc. No.: 23-04028 WJL

Chapter 11

CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, SUBSCRIBING SEVERALLY AND NOT JOINTLY TO SLIP NOS. CU 1001 AND K 66034 ISSUED TO THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, AND NOS. K 78138 AND CU 3061'S MOTION TO WITHDRAW THE REFERENCE

corporation; CNA INSURANCE COMPANY, a Delaware corporation; PACIFIC EMPLOYERS INSURANCE, a Delaware corporation; WESTCHESTER FIRE INSURANCE COMPANY, a Pennsylvania corporation; and the CALIFORNIA INSURANCE GUARANTEE ASSOCIATION, a state entity

Defendants.

MOTION TO WITHDRAW THE REFERENCE

Defendants Certain Underwriters at Lloyd's, London, subscribing severally and not jointly to Slip Nos. CU 1001 and K 66034 issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 issued to the Roman Catholic Bishop of Oakland ("Underwriters"), by and through their undersigned attorneys, hereby move ("Motion") to withdraw the reference of this adversary proceeding ("Adversary Proceeding") to the United States District Court for the Northern District of California ("Court").

Underwriters timely request that the Court withdraw the reference of the Adversary Proceeding because the United States Bankruptcy Court for the Northern District of California ("Bankruptcy Court") cannot (i) adjudicate the private rights asserted in the "Claims" (as defined in the Motion);[1] (ii) enter a final order on the Claims, because the Claims are only within the Bankruptcy Court's non-core jurisdiction; or (iii) hold a jury trial on disputed factual issues, and no exception applies.

Title 28 ("Judicial Code") specifies that to grant the Motion, the Court must find that there is "cause".[2] In the Ninth Circuit, courts must weigh the "*Security Farms* factors" to determine whether a movant has shown cause to grant withdrawal of the reference.[3] Here, all of the *Security Farms* factors weigh in favor of granting the Motion.[4]

The Motion is also based on the Notice, Memorandum of Points and Authorities in support, the papers and pleadings on file in this case, and such other evidence that may be presented to the Court at the hearing, if any.

WHEREFORE, Underwriters respectfully request the Court enter an order withdrawing the reference and granting other such further relief as is just and proper.

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[1] *Northern Pipeline Constr. Co. v. Marathon Pipe Line Co.,* 458 U.S. 50, 58 (1982) (plurality opinion).

[2] 28 U.S.C. § 157(d).

[3] *See Security Farms v. Int'l Bhd. of Teamsters, Chauffers, Warehousemen & Helpers*, 124 F.3d 999, 1008 (9th Cir. 1997) (citing *In re Orion Pictures Corp.*, 4 F.3d 1095, 1101 (2nd Cir. 1993)).

[4] *See* Memorandum of Points and Authorities filed concurrently herewith.

Dated: February 2, 2024

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EMPLOYERS REINSURANCE, a Delaware corporation; CNA INSURANCE COMPANY, a Delaware corporation; PACIFIC EMPLOYERS INSURANCE, a Delaware corporation; WESTCHESTER FIRE INSURANCE COMPANY, a Pennsylvania corporation; and the CALIFORNIA INSURANCE GUARANTEE ASSOCIATION, a state entity

Defendants.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Roman Catholic Bishop of Oakland ("Plaintiff") seeks declaratory relief against numerous insurers, including Underwriters[1] (collectively, "Defendants"), for the insurers' alleged "failure to affirm coverage" for defense of Plaintiff's state court actions ("State Actions"). The underlying State Actions allege negligent supervision and negligent hiring of certain clerical and ministerial staff who purportedly perpetrated sexual abuse against certain claimants.

Underwriters timely request that the Court withdraw the reference of the Adversary Proceeding.

The reference must be withdrawn because the United States Bankruptcy Court for the Northern District of California ("Bankruptcy Court") cannot (i) adjudicate the private rights asserted in the "Claims" (as defined below);[2] (ii) enter a final order on the Claims, because the Claims are only within the Bankruptcy Court's non-core jurisdiction; or (iii) hold a jury trial on disputed factual issues, and no exception applies.

Title 28 ("Judicial Code") specifies that to grant the Motion, the Court must find that there is "cause".[3] "Cause" is not defined either in the Judicial Code or in Title 11 ("Bankruptcy Code").[4] In the Ninth Circuit, courts must weigh the "*Security Farms* factors" to determine whether a movant has shown cause to grant withdrawal of the reference.[5] Here, all of the *Security Farms* factors weigh in favor of granting the Motion.

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[1] *Certain Underwriters at Lloyd's, London, subscribing severally and not jointly to Slip Nos. CU 1001 and K 66034 issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061.*

[2] *Northern Pipeline Constr. Co. v. Marathon Pipe Line Co.,* 458 U.S. 50, 58 (1982) (plurality opinion).

[3] 28 U.S.C. § 157(d).

[4] *In re Richter*, 525 B.R. 735, 758 (Bankr. C.D. Cal. 2015) (citing *Christensen v. Tucson Estates, Inc. (In re Christensen)*, 912 F.2d 1162, 1166 (9th Cir. 1990)).

[5] *See Security Farms v. Int'l Bhd. of Teamsters, Chauffers, Warehousemen & Helpers*, 124 F.3d 999, 1008 (9th Cir. 1997) (citing *In re Orion Pictures Corp.*, 4 F.3d 1095, 1101 (2nd Cir. 1993)); *see also Vacation Vill., Inc. v. Clark County*, 497 F.3d 902, 914 (9th Cir. 2007); *In re Tamalpais Bancorp*, 451 B.R. 6, 10 (N.D. Cal. 2011) (traditional contract dispute was non-core, making withdraw of the reference appropriate); *Envisage Dev. Partners, LLC v. Patch of Land Lending, LLC*, 2017 WL

- First, the Claims arise under state law and only exist within the Bankruptcy Court's non-core jurisdiction.
- Second, the Claims are legal claims.
- Third, because the Claims only exist within the Bankruptcy Court's non-core jurisdiction, which does not permit the Bankruptcy Court to issue final orders on the Claims, withdrawing the reference conserves judicial resources by not requiring repeated, duplicative adjudication of the Claims in different forums.
- Fourth, federal law affords Underwriters the right to a jury trial on all disputed factual issues, which cannot occur in the Bankruptcy Court without Underwriters' consent. Underwriters have demanded a jury trial on all issues so triable, and do not and will not consent to a jury trial in the Bankruptcy Court.
- Fifth, forum shopping is not at issue, because Underwriters filed this Motion early in this case. Withdrawal to this Court, now, which must ultimately decide the Claims, mitigates against any finding of forum shopping.
- Sixth, withdrawal of the reference, at this time, conserves all of the parties' resources by avoiding the relitigation of insurance coverage issues in different courts, which would require the parties to draft and file briefs in two courts. It also conserves the Court's resources by avoiding duplicative proceedings.
- Seventh, the uniformity of the bankruptcy administration is not affected, because the Claims arise under state law.

Hence, two District Courts in the Southern District of New York, when presented with similar motions by insurers in the *Diocese of Rockville Centre* bankruptcy case, granted such motions and immediately withdrew the reference.[6]

4551575, at *4 (N.D. Cal. Oct. 11, 2017); *In re ComUnity Lending, Inc.,* 2008 WL 11410087, at *2 (N.D. Cal. June 5, 2008).

[6] *See Roman Catholic Diocese of Rockville Ctr. v. Arrowood Indem. Co.*, 2021 WL 1978560 (S.D.N.Y. May 17, 2021) (granting a motion to withdraw a non-core insurance coverage dispute and stating that when a bankruptcy court must submit proposed findings of fact and conclusions of law, it is "inefficient to allow the proceedings to go forward, knowing that they will have to be substantially repeated") (citation omitted); *Roman Catholic Diocese of Rockville Ctr. v. Certain Underwriters at Lloyds, London et al.*, No. 21-00071, Doc. No. 50 (S.D.N.Y. Sept. 3, 2021) (granting

Therefore, there is cause to withdraw the reference, at this time, hence Underwriters respectfully request that the Court grant the Motion.

II. FACTUAL BACKGROUND

In the London insurance market, Underwriters chose to subscribe, severally and not for the other, as their interests may appear, certain insurance policies presented to them by the Plaintiff's insurance agent or broker. Underwriters allegedly subscribed certain insurance policies (a) on which the Roman Catholic Archbishop of San Francisco is a Named Assured and certain Diocese-related entities were also Assureds, that were effective for periods from March 12, 1962, to October 25, 1963, and (b) on which the Roman Catholic Bishop of Oakland is a Named Assured and certain Diocese-related entities were also Assureds, that were effective for periods from October 25, 1963, to October 25, 1966, (collectively, "Underwriters' Policies").

On May 8, 2023, Plaintiff filed a voluntary chapter 11 petition for relief under Title 11 of the Bankruptcy Code, in the Bankruptcy Court.[7]

On June 22, 2023, Plaintiff initiated the Adversary Proceeding against the "Defendants".[8] On June 26, 2023, Plaintiff amended the Complaint ("First Amended Complaint" or "FAC").[9] On June 30, 2023, the Official Committee of Unsecured Creditors ("Committee") filed a motion to intervene ("Motion to Intervene") in the Adversary Proceeding.[10] On August 1, 2023, Underwriters objected to the Motion to Intervene and expressly preserved their "right to move to withdraw the reference."[11] At oral ruling, on August 22, 2023, the Bankruptcy Court granted the Motion to Intervene, and

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the same to London Market Insurers because the alleged claims were non-core, based on contracts entered decades before bankruptcy, and London Market Insurers demanded a jury trial).

[7] *In re the Roman Catholic Bishop of Oakland*, No. 23-40523, Doc. No. 1 (filed May 8, 2023).

[8] The "Defendants" are Pacific Indemnity, Insurance Company of America, Aetna Insurance Company, Travelers Insurance Company, Underwriters, Insurance Company of America, Ace Limited, United States Fire Insurance, Employers Resinurance, CNA Insurance Company, Pacific Employers Insurance Company, Westchester Fire Insurance Company, and the California Insurance Guarantee Association. Adv. No. 1 ("Complaint").

[9] Adv. No. 2 ("FAC").

[10] Adv. No. 15.

[11] Adv. No. 44.

recognized Underwriters' preservation of their right to file the Motion.[12]

On August 31, 2023, Underwriters filed a jury demand on all issues so triable.[13] On the same date, Defendants, including Underwriters, filed a motion to dismiss the FAC ("Motion to Dismiss").[14] On November 8, 2023, the Court granted the Motion to Dismiss with leave to amend the first and second causes of action.[15] On December 18, 2023, Plaintiff filed a Second Amended Complaint ("SAC") naming all Defendants, except Underwriters.[16] On January 9, 2024, at a Chapter 11 Status Conference, Plaintiff informed the Court that it had made a clerical error in omitting Underwriters from the SAC and would file a third amended complaint.[17]

On January 12, 2024, Plaintiff filed the Third Amended Complaint ("TAC"), which is now the operative Complaint.[18] The first cause of action in the TAC seeks a declaration that certain Defendants, including Underwriters, must provide coverage to Plaintiff for its defense of the State Actions under certain insurance policies, including the Underwriters' Policies ("First Claim").[19] The second cause of action alleges breach of contract for Defendants' failure to provide coverage, resulting in damages ("Second Claim" and together with the First Claim, "Claims").[20]

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[12] Adv. No. 64 at 27:9-15 (stating "The oppositions filed by the insurance companies indicated that they were of course reserving their rights to move to withdraw the reference as to some or all of the matters set forth in the [Adversary Proceeding] and if not to do that now, perhaps do that at some future date. As I indicated, I am eminently respectful of all of those reservations and all potential arguments that will be made if and when we get responses here and go forward.")

[13] Adv. No. 71.

[14] Adv. No. 69.

[15] Adv. No. 147.

[16] Adv. No. 161.

[17] Dkt. No. 766.

[18] Adv. No. 163.

[19] *Id.*, ¶¶ 33-46.

[20] *Id.*, ¶¶ 47-55. The third cause of action for breach of statutory duty is only alleged against the California Insurance Guarantee Association. *Id.*, ¶ ¶ 56-62.

On January 26, 2024, Underwriters, including some Defendants, filed a motion to dismiss the TAC.[21]

III. ARGUMENT

A. The Motion Is Timely Filed

"The Judicial Code provides no bright line rule regarding time for filing a motion to withdraw a reference."[22] It "is timely if it was made as promptly as possible in light of the developments in the bankruptcy proceeding."[23] "[C]ourts have judged the timeliness of such motions by looking at when the movant first became aware of the facts or circumstances making withdrawal possible under § 157(d)."[24]

Further, a motion to withdraw is timely if filed at the "first reasonable opportunity."[25] A determination of whether a party has invoked 28 U.S.C. § 157(d) "as promptly as possible" or "at the first reasonable opportunity" must be made upon the particular facts of each case.[26] Even much later filings can be reasonable, especially when no prejudice to other parties will occur.[27]

Underwriters are moving to withdraw the reference after moving to dismiss the TAC. On the

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[21] Adv. No. 69.

[22] *Transcon. Refrigerated Lines, Inc. v. New Prime, Inc.*, 2013 WL 5937963, *3 (M.D. Pa. Nov. 5, 2013).

[23] *Security Farms*, 124 F.3d at 1007 n. 3.

[24] *In re Allegheny Health Education and Research Foundation*, 2006 WL 3843572, *2 (W.D. Pa. Dec. 19, 2006) (citing *In re Mahlmann*, 149 B.R. 866, 869 (N.D. Ill. 1993)).

[25] *Stratton v. Vita Bella Grp. Homes, Inc.*, 2007 WL 1531860, at *2 (E.D. Cal. May 25, 2007); *see also Security Farms*, 124 F.3d at 1007, n.3.

[26] *Id.* (holding that a motion to withdraw, which was filed seven weeks after the trustee provided notice of grounds for withdrawal, to be timely) (citing *In re Chateaugay Corp.*, 104 B.R. 622, 623-24 (S.D.N.Y. 1989)).

[27] *See, e.g., Burger King Corp. v. B-K of Kansas, Inc.*, 64 B.R. 728, 730-31 (D. Kan. 1986) (although parties seeking withdrawal based upon federal law implicated by their own counterclaims waited for ten months after the counterclaims were filed before filing motion to withdraw, the motion was nonetheless timely where there was no prejudice to other party); *Interconnect Telephone Services, Inc. v. Farren*, 59 B.R. 397, 402 (S.D.N.Y. 1986) (in the absence of prejudice, defendants' motion to withdraw the reference was timely filed despite occurring more than one year after the complaint and after defendants already pursued an unsuccessful motion to dismiss).

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same day, certain Defendants[28] moved to withdraw the reference, including several Defendants who filed an Answer to the Adversary Proceeding[29] because it was their first reasonable opportunity to do so. While Underwriters understand that if the Bankruptcy Court grants the motion to dismiss the TAC, there will be no reference to withdraw, Underwriters nevertheless move to withdraw the reference early and concurrently with other certain Defendants requesting the same relief.

Further, as this case is in its infancy, there is no factual expertise of the Bankruptcy Court, and no factual deference afforded because no fact-finding has occurred. Hence, the Motion is timely and there is no prejudice to Plaintiff.

B. The Bankruptcy Court Cannot Adjudicate Private Rights

The Bankruptcy Court cannot adjudicate the Claims, because the Claims are matters of private right, and bankruptcy courts do not have the constitutional authority to adjudicate such matters.

Article III constitutes "an inseparable element of the constitutional system of checks and balances" that must "be jealously guarded."[30] It "serves both to protect 'the role of the independent judiciary within the constitutional scheme of tripartite government' and to safeguard litigants' 'right to have claims decided before judges who are free from potential domination by other branches of government.'"[31] "In sum, our Constitution unambiguously enunciates a fundamental principle—that the 'judicial Power of the United States' must be reposed in an independent Judiciary."[32]

State-created private right disputes, such as the Claims, lie at the center of Article III

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[28] Pacific Indemnity, Insurance Company of America, Pacific Employers Insurance Company, Westchester Fire Insurance Company, Westport Insurance Corporation, Travelers Casualty & Surety Company f/k/a Aetna Casualty & Surety Company, United States Fire Insurance, and California Insurance Guarantee Association.

[29] Adv. Nos. 164, 165.

[30] *Northern Pipeline,* 458 U.S. at 58. Article III of the United States Constitution provides: "The judicial power of the United States shall be vested in one Supreme Court, and in such inferior courts as the Congress may from time to time ordain and establish. The judges, both of the supreme and inferior courts, shall hold their offices during good behavior, and shall, at stated times, receive for their services, a compensation, which shall not be diminished during their continuance in office." U.S. Const. Art. III, § 1.

[31] *Commodity Futures Trading Comm'n v. Schor*, 478 U.S. 833, 848 (1986) (citations omitted).

[32] *Northern Pipeline*, 458 U.S. at 60.

adjudication and "may not be removed from the jurisdiction of Article III courts".[33] Contract disputes, such as insurance coverage cases, are private right disputes.[34]

By contrast, a non-Article III tribunal, such as the Bankruptcy Court, may resolve a right closely integrated into a public regulatory scheme.[35] The filing of a bankruptcy case itself, in contrast to the Claims, is this type of public right. "[T]he restructuring of debtor-creditor relations, which is at the core of the federal bankruptcy power, must be distinguished from the adjudication of state-created private rights, such as the right to recover contract damages[.]"[36] "[T]here is no doubt that the bankruptcy judges … are not Art. III judges."[37] They lack the constitutional authority to adjudicate state law claims. *Stern v. Marshall*, 564 U.S. 462, 469 (2011). "Under *Stern*, Article III … determines the bankruptcy court's adjudicative authority. Thus, a district court . . . must first determine whether or not the bankruptcy court has constitutional authority to enter final judgment on the claim . . . . To the extent the core/non-core distinction held a privileged position among the *Orion* factors before *Stern*, this is no longer the case."[38] The core/non-core distinction thus no longer holds a "privileged position" because there are some core matters over which the Bankruptcy Court *does not* have final adjudicative authority.[39]

Consistent with this principle, there are three instances when a bankruptcy court may adjudicate a claim finally: (1) if the claim involves a public right; (2) if the process of adjudicating

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[33] *Exec. Benefits Ins. Agency v. Arkison*, 573 U.S. 25, 32 (2014).

[34] *Northern Pipeline*, 458 U.S. at 71; *see In re SRC Holding Corp.,* 545 F.3d 661, 666 (8th Cir. 2008).

[35] *Thomas v. Union Carbide Agr. Prod. Co.*, 473 U.S. 568, 594 (1985).

[36] *Northern Pipeline*, 458 U.S. at 71.

[37] *Id.* at 61.

[38] *In re Lyondell Chem. Co.*, 467 B.R. 712, 719 (S.D.N.Y. 2012); *see also Security Investor Protection Corp. v. Bernard L. Madoff Inv. Security LLC*, 486 B.R. 579, 582 n.1 (S.D.N.Y. Feb. 6, 2013) (quoting *Dynegy Danskammer, L.L.C. v. Peabody Coaltrade Int'l Ltd.*, 905 F. Supp. 2d 526 (S.D.N.Y. 2012)).

[39] *See, e.g., Stern*, 564 U.S. at 484; *Granfinanciera, S.A. v. Nordberg*, 492 U.S. 33, 56 (1989).

the creditor's proof of claim would necessarily resolve a counterclaim; or (3) if the parties consent to final adjudication by the Bankruptcy Court.[40] Here, none of the three instances applies.

First, the Claims do not implicate public rights.[41] If a right "neither belongs to nor exists against the Federal Government, then it must be adjudicated by an Article III court."[42] The Claims raise state law insurance coverage issues of contractual breach and interpretation, which are matters of private right.[43] The Bankruptcy Court may not adjudicate such matters.

Second, Underwriters are not creditors of Plaintiff. Underwriters have not filed a proof of claim. Hence, there is no counterclaim for the Bankruptcy Court to resolve.

Third, Underwriters do not consent to adjudication of the Claims by the Bankruptcy Court. Absent knowing and voluntary consent by the parties, an Article III Court must decide the Claims.[44]

Hence, the Bankruptcy Court cannot adjudicate the Claims.

C. <u>There Is Cause to Withdraw the Reference</u>

1. Security Farms Factor (1)—The Claims Are Within the Bankruptcy Court's Non-Core Jurisdiction

The Claims raise only non-core issues.

Two statutes are relevant to this analysis. Section 1334 of the Judicial Code confers "jurisdiction of all civil proceedings arising under title 11, or arising in or related to cases under title 11,"[45] on district courts. Section 157 of the Judicial Code allows district courts to refer such proceedings to a bankruptcy court.[46]

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[40] *Stern,* 564 U.S. at 478-82, 488-99; *accord, Lyondell*, 467 B.R. at 720 (applying these three considerations in deciding motion to withdraw bankruptcy reference).

[41] *See, e.g., Stern,* 564 U.S. at 484; *Beacon Theatres v. Westover*, 359 U.S. 500, 506 (1959).

[42] *Stanbrough v. Valle (In re Valle)*, 469 B.R. 35, 40 (Bankr. D. Idaho 2012).

[43] *Northern Pipeline*, 458 U.S. at 71.

[44] *Wellness Int'l Network, Ltd. v. Sharif*, 135 S. Ct. 1932, 1939 (2015).

[45] *Battle Ground Plaza, LLC v. Ray (In re Ray)*, 624 F.3d 1124, 1130 (9th Cir. 2010) (citing 28 U.S.C. § 1334(b)).

[46] *Id.*

"[C]haracterization of the claims as core or non-core [under 28 U.S.C. § 157(b)] is useful before considering the [other *Security Farms*] factors."[47] The provisions of 28 U.S.C. § 157(b)(2) must be read narrowly so as to avoid "constitutional problems arising from having Article I judges issue final orders in cases requiring an Article III judge, without a party's consent."[48] "[T]he collateral consequences of state law actions do not necessarily make those actions core."[49]

a. The Claims Are Not Within the Bankruptcy Court's Core Jurisdiction

Section 157 of the Judicial Code determines the nature of the jurisdiction that a bankruptcy court has over a matter.

"[A] core proceeding is one that 'invokes a substantive right provided by title 11 or . . . a proceeding that, by its nature, could arise only in the context of a bankruptcy case.'"[50] "A matter 'arises under' the Bankruptcy Code if its existence depends on a substantive provision of bankruptcy law, that is, if it involves a cause of action created or determined by a statutory provision of the Bankruptcy Code."[51] A proceeding 'arises in' a case under the Bankruptcy Code if it is an administrative matter unique to the bankruptcy process that has no independent existence outside of bankruptcy and could not be brought in another forum, but whose cause of action is not expressly rooted in the Bankruptcy Code."[52]

The Claims are not core: (i) they arise under state law, outside of bankruptcy law; and (ii) they

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[47] *Hawaiian Airlines, Inc. v. Mesa Air Group, Inc.*, 355 B.R. 214, 223 (D. Haw. 2006).

[48] *Dunmore v. United States*, 358 F.3d 1107, 1115 (9th Cir. 2004); *see also In re Castlerock Properties*, 781 F.2d 159, 162 (9th Cir. 1986) ("[A] court should avoid characterizing a proceeding as 'core' if to do so would raise constitutional problems."); *Union Carbide*, 473 U.S. at 584 ("Congress may not vest in a non-Article III court the power to adjudicate, render final judgment, and issue binding orders in a traditional contract action arising under state law...") (characterizing the holding of *Northern Pipeline*, 458 U.S. 50 (1982)).

[49] *Drennen v. Certain Underwriters at Lloyd's of London (In re Residential Capital, LLC)*, 2015 WL 9302834, *4 (S.D.N.Y. Dec. 21, 2015) (citing *Orion*, 4 F.3d at 1101).

[50] *Id.* at 1131 (citing *Gruntz v. County of L.A. (In re Gruntz)*, 202 F.3d 1074, 1081 (9th Cir. 2000)).

[51] *Id.* at 1131; *Harris v. Wittman (In re Harris)*, 590 F.3d 730, 737 (9th Cir. 2009).

[52] *Id.* at 1131 (citing *In re Marshall*, 600 F.3d 1037, 1054 (9th Cir. 2010)).

are not administrative matters unique to bankruptcy cases.

b. *Security Farms* Factor (1)—The Claims Are Within the Bankruptcy Court's Non-Core Jurisdiction

Claims that arise under state law are within a bankruptcy court's non-core jurisdiction.

A bankruptcy court has "non-core" or "related-to" jurisdiction over matters related-to cases under Title 11. 28 U.S.C. § 157(b)(1). This jurisdiction includes any proceeding satisfying both of the following elements: "the outcome of the proceeding could conceivably … alter the debtor's rights, liabilities, options, or freedom of action . . . ***and*** … impacts upon the handling and administration of the … estate".[53] "Actions that do not depend on bankruptcy laws for their existence and that could proceed in another court are considered 'non-core'"[54] so long as both elements are satisfied.[55] Thus, while a claim for breach of contract against a trustee arising from a post-petition contract is a core proceeding because a claim against a trustee could only exist in a bankruptcy case, a claim arising from a pre-petition or post-petition contract against a debtor is a non-core proceeding.[56]

Insurance coverage claims arise under state law.[57] Here, the Claims only seek a determination of Plaintiff's and Underwriters' state law rights and obligations under the Underwriters' Policies, requiring an interpretation of pre-petition contracts. While the Claims are not within the Bankruptcy Court's core jurisdiction, they are within its related-to, non-core jurisdiction.

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[53] *Fietz v. Great W. Savings (In re Fietz)*, 852 F.2d 455, 457 (9th Cir. 1988).

[54] *Security Farms*, 124 F.3d at 1008 (citing *Castlerock*, 781 F.2d at 162).

[55] Actions that are not core, and also do not satisfy both elements are wholly outside of the Bankruptcy Court's jurisdiction.

[56] *Compare Harris*, 590 F.3d at 740 with *Ray*, 624 F.3d at 1131-33.

[57] *See, e.g., In re Lehman Bros. Holdings Inc.*, 502 B.R. 376, 382-383 (Bankr. S.D.N.Y. 2013) (holding that a breach of contract claim arising under New York law was considered a non-core matter); *Castlerock,* 781 F.2d at 162 ("State law contract claims that arguably fall within these catch-all provisions [*i.e.*, 28 U.S.C. § 157(A) and (O)] have been held to be 'noncore' 'related proceedings' under § 157(c).") (citation omitted)); *Longview Power, LLC v. First Am. Title Ins. Co. (In re Longview Power, LLC)*, 515 B.R. 107, 115 (Bankr. D. Del. 2014) (concluding coverage dispute was non-core, stating "[t]he bottom line is that the coverage dispute implicates state law rights and defenses."); *Ashland Inc. v. G-I Holdings Inc. (In re G-I Holdings, Inc.)*, 564 B.R. 217, 251 (Bankr. D.N.J. 2016); *see also In re John A. Rocco Co.*, 2015 WL 1727474, at *8 (Bankr. D.N.J. April 13, 2015) ("The question of coverage under the policies is entirely one of state law, and whatever rights the Debtor may have to coverage under the policies arose independent of and antecedent to the bankruptcy.").

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Thus, the first *Security Farm* factor weighs in favor of granting the Motion.

2. *Security Farms* Factor (2)—The Claims Are Legal Claims

There are two Claims. Each is a legal claim.

The first Claim is a request for declaratory relief. A request for declaratory relief "may be legal or equitable depending on the 'basic nature of the underlying issues.'"[58] An action for declaratory relief seeking a ruling as to the parties' respective rights under a contract is inherently legal.[59] This includes claims seeking a declaration as to insurance coverage under an insurance policy.[60] Hence, the first Claim is a legal claim.

The second Claim for breach of contract, is inherently a legal claim.[61]

Thus, the second *Security Farms* factor weighs in favor of granting the Motion.

3. *Security Farms* Factor (3)—Federal Law Affords Underwriters Jury Trial Rights

Because the Claims are legal claims, Underwriters have the right to have a jury as the finder of fact.

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[58] *Mile High Indus. v. Cohen*, 222 F.3d 845, 856 (10th Cir. 2000) (quoting *Fischer Imaging Corp. v. GE*, 187 F.3d 1165, 1168 (10th Cir. 1999)).

[59] *Beacon Theatres v. Westover*, 79 S.Ct. 948, 953 (1959).

[60] *AstenJohnson, Inc. v. Columbia Cas. Co.*, 562 F.3d 213, 226 (3d Cir. 2009)); *see also Fischer Imaging*, 187 F.3d at 1171 (finding, in a declaratory judgment action based on an insurance policy, in which the plaintiff had not yet suffered injury, "absent declaratory judgment procedures," the plaintiff's claim would have "come to the court" in a suit on the contract); *Am. Safety Equip. Corp. v. J.P. Maguire & Co.*, 391 F.2d 821, 824 (2d Cir. 1968) (same); *see also Tennessee Elec. Power Co.* v. *TVA*, 306 U. S. 118, 137-138 (1939) (identifying a right arising out of a contract as a legal right); *Rockville Ctr.*, 2021 WL 1978560; *Rockville Ctr.*, No. 21-00071, Doc. No. 50; *Archdiocese of Milwaukee et al. v. Stonewall Insurance Company et al.*, No. 13-00060, Doc. No. 9 (Feb. 22, 2013); *Simler v. Conner*, 372 U.S. 221, 223 (1963).

[61] *Beacon Theatres*, 79 S.Ct. 948, 953 (1959).

"[T]he right to a jury trial in the federal courts is to be determined as a matter of federal law…."[62] This is true even when a claim arises under state law,[63] and "even when a state statute or state constitution would preclude a jury trial in state court."[64]

Federal law preserves the right to a jury trial in a declaratory relief action.[65] Similarly, federal law entitles litigants to a jury trial on all legal claims with disputed facts.[66] The Supreme Court has "consistently interpreted the phrase 'Suits at common law' to refer to 'suits in which *legal* rights were to be ascertained and determined, in contradistinction to those where equitable rights alone were recognized, and equitable remedies were administered.'"[67] Thus, the Seventh Amendment guarantees the absolute right to a jury trial on legal claims wherever asserted, including in bankruptcy court.[68]

While courts interpret contracts as a matter of law, the question of contractual breach, and any contract interpretation that depends upon the credibility of extrinsic evidence, is a matter for the jury.[69] However, the Bankruptcy Court cannot conduct a jury trial without consent. 28 U.S.C. § 157(e).[70]

The Claims are contractual disputes. Underwriters demanded a jury trial on all matters so

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[62] *Simler*, 372 U.S. at 222 (*per curiam*).

[63] *GTFM, LLC v. TKN Sales, Inc.*, 257 F.3d 235, 240 (2d Cir. 2001).

[64] *Gipson v. KAS Snacktime Co.*, 83 F.3d 225, 230 (8th Cir. 1996) (citations omitted).

[65] *Beacon*, 359 U.S. at 508.

[66] U.S. Const. Amend. VII (stating, "In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved….").

[67] *Granfinanciera v. Nordberg*, 492 U.S. 33, 41 (1989) (citing *Parsons* v. *Bedford*, 3 Pet. 433, 447 (1830)) (original emphasis).

[68] *Id.* at 55; *see also Midway Venture, LLC v. Gladstone (In re Pacers, Inc.)*, 2012 U.S. Dist. 2012 WL 947956, at *4 (S.D. Cal. Mar. 20, 2012) ("Moreover, even where the 'resolution of a party's legal claims aris[e] from a bankruptcy proceeding,' but will have only 'a negligible impact on the claims-allowance process, the right to a jury trial is preserved.'") (quoting *In re Crown Vantage, Inc.*, 2002 WL 32872440, at *3 (N.D. Cal. Dec. 16, 2002)).

[69] *Welles v. Turner Entm't Co.*, 503 F.3d 728, 737 (9th Cir. 2007).

[70] *See also Orion*, 4 F.3d at 1101; *In re Cinematronics, Inc.*, 916 F.2d 1444, 1451 (9th Cir. 1990).

triable.[71] Given that the Claims raise the issue of breach and/or whether extrinsic evidence is relevant, factual determinations are necessary to the result. Thus, federal law and procedure afford Underwriters a jury trial on the Claims, which must be conducted by the Court, not the Bankruptcy Court.

Therefore, the third *Security Farms* factor weighs in favor of granting the Motion.

4. *Security Farms* Factor (4)—Judicial Economy Favors Immediate Withdrawal of the Reference

The efficient use of judicial resources favors withdrawal of the reference of the Claims now.

When a district court must enter a final judgment on claims subject to a motion to withdraw the reference, judicial economy favors immediate withdrawal.[72] Withdrawal prevents the duplication of the use of judicial resources. "This extra layer of review can be avoided if the matter is withdrawn to the district court."[73]

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[71] *See* Adv. No. 84.

[72] *In re Sullivan Int'l Grp., Inc.*, 2019 WL 5648671, at *4 (S.D. Cal. Oct. 31, 2019) (observing in an insurance coverage matter that "the efficient use of judicial resources favors the withdrawal of the reference"); *Dynegy*, 905 F. Supp. 2d at 533 (stating "district courts should consider the most efficient use of judicial resources…. because if a district court must review recommendations *de novo*, 'it would be inefficient to allow the [] proceedings to go forward, knowing that they will have to be substantially repeated'") (citation omitted); *see also, e.g., Vacation Vill., Inc. v. Clark County*, 497 F.3d 902, 914 (9th Cir. 2007) (Final judgment afforded the efficient use of "judicial resources and minimized further delay and costs"); *see also In re Addison*, 240 B.R. 47, 50 (C.D. Cal. 1999) ("[I]f withdrawal is denied, this Court may be forced to revisit this very motion in the form of the findings of fact and conclusions of law of the bankruptcy judge. Therefore, the interest of judicial economy dictates that this Court should exercise permissive withdrawal and adjudicate this matter now, rather than awaiting the determination of the bankruptcy court.")

[73] *Envisage Dev. Partners, LLC v. Patch of Land Lending, LLC*, 2017 WL 4551575, *4 (N.D. Cal. Oct. 11, 2017) (stating "the issue of rights and liabilities under the loan agreement is conceptually distinct from the issue of how [plaintiff's] liabilities should be discharged in bankruptcy. … Accordingly, judicial efficiency would be best served by withdrawing the reference"); *see also Security Farms,* 124 F.3d at 1008 (finding that efficiency was enhanced by withdrawal where non-core issues predominate the claim); *Gens v. Colonial Sav., F.A.*, 2012 WL 993713, at *3 (N.D. Cal. Mar. 23, 2012) ("In sum, because plaintiff's claims are non-core proceedings that must ultimately be resolved by this court, the court finds it appropriate to withdraw the reference now."); *In re Parlor Bellevue LLC*, 2019 WL 1403264, at *2 (W.D. Wash. Mar. 28, 2019) ("Where non-core issues predominate, withdrawal may promote efficiency because a single proceeding in the district court could avoid unnecessary costs implicated by the district court's *de novo* review of non-core bankruptcy determinations."); *In re Cachet Financial Servs.,* 2023 WL 4752048 at *4 (judicial efficiency is served by withdrawing the reference in insurance coverage action that does not involve any core claims).

In a similar suit by a diocese facing abuse-related claims in the Southern District of New York, the district court concluded judicial efficiency required withdraw of the reference of a non-core insurance coverage dispute *immediately*.[74] The district court determined that it would be inefficient to have the bankruptcy court handle pre-trial matters where, as here, the bankruptcy court was not yet intimately familiar with the insurance coverage dispute, and where the claims "arise under contract law, not bankruptcy law," as contract issues were "the bread and butter of district courts[.]"[75] Further, it found that the district court overseeing ***all related pre-trial matters***, would promote judicial economy and expediency.[76]

Underwriters have a jury trial right in this case. "Due to the fact that a District Court Judge must eventually preside over the jury trial in this matter, it would constitute a tremendous waste of judicial resources to permit the bankruptcy judge to continue to maintain jurisdiction over the [claims in this Adversary Proceeding]".[77] Further, both Claims arise under state law, not the Bankruptcy Code, and neither involves bankruptcy issues. There is no doubt that this Court must issue final rulings on the Claims.[78] This Court should also control discovery and motions of dispositive issues to avoid inefficient and costly administration of this case.[79]

Thus, the fourth *Security Farms* factor weighs in favor of immediate withdrawal of the reference.

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[74] *Rockville Ctr.*, 2021 WL 1978560, at *8-11.

[75] *Id.*, at *22.

[76] *Id.*

[77] *Gumport v. Growth Fin. Corp. (In re Transcon Lines)*, 121 Bankr. 837, 838 (C.D. Cal. 1990); *see also Official Comm. of Asbestos Claimants v. G-I Holdings, Inc. (In re G-I Holdings, Inc.)*, 295 B.R. 211, 217 (D.N.J. 2003) (quoting *In re General Teamsters, Warehousemen and Helpers Union Local 890*, 124 F.3d 999, 1008 (9th Cir. 1997)).

[78] *See* Motion, *supra*, III(B) and III(C)(1)(a-b).

[79] *In re Cachet Fin. Servs.*, 652 B.R. 341, 350 (C.D. Cal. 2023) ("However, where, 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 this Court and efficiency is best served by having the matter heard in the correct forum *at the earliest possible opportunity*.") (original emphasis).

5. *Security Farms* Factor (5)—Withdrawal of the Reference Does Not Constitute Forum Shopping

Forum shopping exists where parties "exert inordinate effort for the purpose of seeking not merely a fair trial but a forum they consider more receptive to their cause, and [it] requires courts to squander public resources in adjudicating the propriety of manipulative efforts to gain access to the forum considered most hospitable to the litigants' interests."[80] Accordingly, a motion to withdraw the reference that follows an adverse decision may constitute forum shopping. Rather than causing the Courts in the Northern District of California to squander resources, Underwriters seek a more efficient resolution of the Adversary Proceeding. Further, as mentioned above, the Motion is timely, reducing the likelihood of forum shopping.[81]

The Motion does not promote forum shopping because the Bankruptcy Court cannot enter final judgment on the Claims. [82] Indeed, because each Claim is outside the Bankruptcy Court's core jurisdiction, ***proceeding in the Court will reduce forum shopping***.[83] It is in the best interest of all parties for the adjudication of the Claims to be done by a court "that is well-practiced in evaluating common law and statutory causes of action arising under non-bankruptcy law."[84] There have been

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[80] *Cummings v. U.S.*, 648 F.2d 289, 290 (5th Cir. 1981).

[81] *See Burdette v. Emerald Partners LLC*, 2015 WL 4394859, *3 (W.D. Wash. July 16, 2015).

[82] *See In re Bill Johnson's Rests., Inc*., 2017 WL 25288, *4 (D. Ariz. 2016) (no forum shopping when a right to a jury trial exists); *Flemmer v. Newell (In re Vill. Concepts, Inc.)*, 2014 WL 1266205, *3 (E.D. Cal. Mar. 23, 2014) (no forum shopping when only the district court has a right to enter a final order); *Brown Publ. Co. Liquidating Trust v. Brown*, 2017 WL 455418, *5 (E.D.N.Y. Feb. 1, 2017) ("Because the Bankruptcy Court cannot enter final judgment on the fraudulent conveyance claims, withdrawal does not promote forum shopping."); *In re The VWE Grp., Inc.*, 359 B.R. 441, 451 (S.D.N.Y. 2007) ("[W]ithdrawing the reference will not result in forum-shopping because, due to [the] defendants' demand for a jury trial on this non-core claim, the parties have no choice but to try the case in this court."); *Kirschenbaum v. Fed. Ins. Co. (In re Ems Fin. Servs., LLC)*, 491 B.R. 196, 206 (E.D.N.Y. 2013) ("[T]here is no evidence [of] forum shopping. Quite the contrary: . . . given that the claims at issue are all non-core, this case involves a non-core proceeding that could have and probably should have been brought in a district court originally.").

[83] *Pelullo v. National Union Fire Ins. Co. (In re Pelullo)*, 1997 WL 535166 (E.D. Pa. 1997) (citations omitted).

[84] *See Kohn v. Haymount Ltd. P'ship (In re Int'l Benefits Group, Inc.)*, 2006 WL 2417297, *4 (D.N.J. Aug. 21, 2006).

no adverse decisions against Underwriters and by seeking withdrawal of the reference, Underwriters are seeking only to adjudicate the Claims in a forum that can hold a jury trial and issue a final order.

Hence, the fifth *Security Farms* factor favors granting the Motion.

6. *Security Farms* Factor (6)—Withdrawal of the Reference Preserves the Parties' Resources

Granting the Motion economizes resources of the estate and non-debtors.[85] Where, as here, "non-core issues predominate (*i.e.*, claims the bankruptcy court cannot finally determine), withdrawal may promote efficiency because a single proceeding in the district court could avoid unnecessary costs implicated by the district court's de novo review of non-core bankruptcy determinations".[86]

Withdrawal will prevent delay and added costs to the parties by eliminating the duplicative litigation in this Court if the Court were to deny the Motion,

Hence, the sixth *Security Farms* factor weighs in favor of granting the Motion.

7. *Security Farms* Factor (7)—Withdrawal Does Not Affect the Uniformity of Bankruptcy Administration

Withdrawal to this Court cannot affect the uniformity of bankruptcy administration "because there are no core claims" in the TAC.[87]

The Claims arise under state law, and do not concern substantive bankruptcy law, hence keeping the Claims in the Bankruptcy Court affords no benefit to the uniformity of bankruptcy administration.[88]

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[85] *Everett v. Art Brand Studios*, LLC, 556 B.R. 437, 445 (N.D. Cal. 2016) ("In this case, 'withdrawal will prevent delay and added costs to the parties by placing the non-core claims in this Court, which can render final judgment.'") (citation omitted); *see also Baxter*, 579 B.R. at 714 ("[U]nnecessary costs could be avoided by a single proceeding in the district court.") (citation omitted).

[86] *In re Hoku Corp.*, 2015 WL 7295445, at *2 (D. Idaho Nov. 18, 2015); *Facebook, Inc. v. Vachani*, 577 B.R. 838, 846-47 (N.D. Cal. 2017); *Everett*, 556 B.R. at 444 ("If the claims sought to be withdrawn are non-core and the Bankruptcy Court cannot enter final judgment, then efficiency generally favors withdrawing the reference.").

[87] *Harris*, 2017 WL 2972079, *2; *see also Flemmer*, 2014 WL 1266205, *3 (same).

[88] *See, e.g.*, *Dynegy,* 905 F. Supp. 2d at 533 ("Courts routinely have found no benefit [to uniformity of bankruptcy administration] where claims are based on state law."); *Hamilton v. Willms*, No. 02-6583, Doc. No. 892 at 2 (E.D. Cal. Apr. 5, 2016) ("The … claims in this case are based in California state law and are completely independent of bankruptcy law; they are non-core."); *Residential Funding Co., LLC v. UBS Real Estate Secs., Inc*., 2015 WL 1062264, *5 (S.D.N.Y. Mar. 6, 2015)

Therefore, the seventh *Security Farms* factor weighs in favor of withdrawing the reference.

IV. CONCLUSION

WHEREFORE, because the Motion is timely, the Bankruptcy Court cannot finally determine the Claims, and each of the *Security Farms* factors favors granting the Motion, Underwriters respectfully request that the Court grant the Motion and withdraw the reference of this Adversary Proceeding.

Dated: February 2, 2024

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Attorneys for Defendants, *Certain Underwriters at Lloyd's, London, subscribing severally and not jointly to Slip Nos. CU 1001 and K 66034 issued to the Roman Catholic Archbishop of*

(stating that "the contract claims are based in New York state law and do not concern substantive bankruptcy law… weigh[ing] in favor of withdrawing the reference."); *Dev. Specialists, Inc. v. Akin Gump Strauss Hauer & Feld LLP*, 462 B.R. 457, 473 (S.D.N.Y. 2011) ("Their resolution will at most have the effect of augmenting the bankruptcy estate; it will have no impact that would require uniform, coordinated adjudication before the Bankruptcy Court."); *M Fabrikant & Sons, Inc. v. Long's Jewelers Ltd.*, 2008 WL 2596322, *4 (S.D.N.Y. June 26, 2008) ("Withdrawing the reference would not hamper uniform administration of the bankruptcy code because this case is a 'non-core' proceeding.").

San Francisco, and Nos. K 78138 and CU 3061 issued to the Roman Catholic Bishop of Oakland

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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

In re: THE ROMAN CATHOLIC BISHOP OF OAKLAND, a California corporation sole, Debtor.	CHAPTER 11 CASE NO: 23-40523 WJL HON. WILLIAM J. LAFFERTY **COMPLAINT FOR BREACH OF CONTRACT AND DECLARATORY JUDGMENT RELIEF**
THE ROMAN CATHOLIC BISHOP OF OAKLAND, PLAINTIFF, V. PACIFIC INDEMNITY, a Delaware corporation; INSURANCE COMPANY OF AMERICA, a Delaware corporation; AETNA INSURANCE COMPANY, a Delaware corporation; TRAVELERS INSURANCE COMPANY, a Delaware corporation; CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO SYNDICATES 2623 (AFB) AND 623 (AFB), a foreign organization; INSURANCE	ADVERSARY CASE NO.

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COMPANY OF NORTH AMERICA, a Delaware corporation; ACE LIMITED, a foreign organization; UNITED STATES FIRE INSURANCE, a Delaware corporation; EMPLOYERS REINSURANCE, a Delaware corporation; CNA INSURANCE COMPANY, a Delaware corporation; PACIFIC EMPLOYERS INSURANCE, a Delaware corporation; WESTCHESTER FIRE INSURANCE COMPANY, a Pennsylvania corporation; and the CALIFORNIA INSURANCE GUARANTEE ASSOCIATION, a state entity,

DEFENDANTS.

Plaintiff THE ROMAN CATHOLIC BISHOP OF OAKLAND, plaintiff in the above-captioned action, for its Complaint for Breach of Contract and Declaratory Judgment Relief against Defendants PACIFIC INDEMNITY, a Delaware corporation; INSURANCE COMPANY OF AMERICA, a Delaware corporation; AETNA INSURANCE COMPANY, a Delaware corporation; TRAVELERS INSURANCE COMPANY, a Delaware corporation; CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO SYNDICATES 2623 (AFB) AND 623 (AFB), a foreign organization; INSURANCE COMPANY OF NORTH AMERICA, a Delaware corporation; ACE LIMITED, foreign organization; UNITED STATES FIRE INSURANCE, a Delaware corporation; EMPLOYERS REINSURANCE, a Delaware corporation; CNA INSURANCE COMPANY, a Delaware corporation; PACIFIC EMPLOYERS INSURANCE, a Delaware corporation; WESTCHESTER FIRE INSURANCE COMPANY, a Pennsylvania corporation; and the CALIFORNIA INSURANCE GUARANTEE ASSOCIATION, a state entity (collectively, the "Defendants"), alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this adversary proceeding pursuant to sections 157 and 1334 of title 28 of the United States Code ("Title 28").

2. This proceeding is a core proceeding pursuant to sections 157(b) of Title 28.

3. Venue in this Court is proper pursuant to sections 1408 and 1409 of Title 28.

NATURE OF THE ACTION

4. This is an action for breach of contract and declaratory judgment.

THE PARTIES

5. Plaintiff THE ROMAN CATHOLIC BISHOP OF OAKLAND ("RCBO" or the "Debtor") is a California corporation sole with its principal place of business in Oakland, California.

6. Defendant PACIFIC INDEMNITY (Chubb) is, on information and belief, a Delaware corporation which conducted business in this District and issued written primary policies of insurance to RCBO under Policy No. LAC127792 for the period March 12, 1962 to October 25, 1963 and Policy No. LAC 155598 for the period October 25, 1963 to October 25, 1966 (herein "PACIFIC").

7. Defendant INSURANCE COMPANY OF AMERICA is, on information and belief, a Delaware corporation which conducted business in this District and issued written primary policies of

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insurance to RCBO under Policy No. CP 25231 for the period October 25, 1966 to October 25, 1969 and Policy No. CP267867 for the period October 25, 1969 to October 26, 1970 (herein "ICA").

8. Defendant AETNA INSURANCE COMPANY is, on information and belief, a Delaware corporation which conducted business in this District (herein "AETNA").

9. Defendant TRAVELERS INSURANCE COMPANY is, on information and belief, a Delaware corporation which conducted business in this District (herein "TRAVELERS"). On information and belief RCBO alleges that TRAVELERS acquired AETNA and assumed all obligations under written policies of insurance issued by AETNA. AETNA/TRAVELERS issued written primary policies of insurance to RCBO under Policy No. 05 AL 802025 CMA for the period December 1, 1975 to December 1, 1978; Policy No. 05 SM90296 FCA for the period December 1, 1978 to December 1, 1979; Policy No. 05 SM 99094 FCA for the period December 1, 1979 to December 1, 1980; and Policy No. 05 SM 107459 FCA for the period December 1, 1980 to December 1, 1981 (herein "AETNA/TRAVELERS").

10. On information and belief, Commercial Union/Armour Insurance Company issued written policies of insurance to RCBO under Policy No. EF 9334-001 for the policy period October 25, 1970 to October 26, 1972; Policy No. EF 9334-003 for the policy period October 26, 1972 to October 26, 1973; and Policy No. EF 9334-008 for the policy period October 26, 1973 to December 1, 1975. Commercial Union/Armour Insurance accepted the defense of some of the underlying cases but then reported that they had become insolvent. RCBO is informed and believes and thereon alleges that defendant, the CALIFORNIA INSURANCE GUARANTEE ASSOCIATION ("CIGA"), assumed the responsibilities of Commercial Union/Armour Insurance regarding the above-identified policies.

11. PACIFIC, ICA, CIGA and AETNA/TRAVELERS will collectively be referred to herein as the "PRIMARY INSURER DEFENDANTS."

12. Defendant CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO SYNDICATES 2623 (AFB) AND 623 (AFB) is, on information and belief, a foreign organization which conducted business in this District. On information and belief RCBO alleges that CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO SYNDICATES 2623 (AFB) AND 623 (AFB) issued written excess policies of insurance to RCBO under Policy No. CU 1001 for the

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period March 12, 1962 to October 25, 1963 and Policy No. K 78138 for the period October 25, 1963 to October 25, 1966 (herein "LLOYD'S UNDERWRITERS").

13. Defendant INSURANCE COMPANY OF NORTH AMERICA (herein "INA") is, on information and belief, a Delaware corporation which conducted business in this District. On information and belief, RCBO alleges that ACE LIMITED acquired INA and assumed all obligations under written policies of insurance issued by INA. INA/ACE issued a written excess policy of insurance to RCBO under Policy No. XBC 24312 for the period October 25, 1966 to October 25, 1970 (herein "INA/ACE").

14. Defendant UNITED STATES FIRE INSURANCE is, on information and belief, a Delaware corporation which conducted business in this District. On information and belief, RCBO alleges that UNITED STATES FIRE INSURANCE issued a written policy of excess insurance to RCBO under Policy No. DCL 53 9820 for the period October 25, 1970 to October 25, 1971 (herein "US FIRE").

15. Defendant EMPLOYERS REINSURANCE is, on information and belief, a Delaware corporation which conducted business in this District. On information and belief, RCBO alleges that EMPLOYERS REINSURANCE issued a written policy of excess insurance to RCBO under Policy No. U10255 for the period October 26, 1971 to October 26, 1974 (herein "EMPLOYERS RE").

16. Defendant CNA INSURANCE COMPANY is, on information and belief, a Delaware corporation which conducted business in this District. On information and belief, RCBO alleges that CNA INSURANCE COMPANY issued written policies of excess insurance to RCBO under Policy No. RDU 146 74 50 for the period October 26, 1974 to December 1, 1977 and Policy No. UMB 006 46 71 53 for the period December 1, 1977 to December 1, 1980 (herein "CNA").

17. On information and belief, Industrial Indemnity issued a written policy of excess insurance to RCBO under Policy No. JU 8312510 for the period December 1, 1980 to December 1, 1981, and WESTCHESTER FIRE INSURANCE COMPANY assumed all the obligations under said policy (herein "WESTCHESTER").

18. LLOYD'S UNDERWRITERS, INA/ACE, US FIRE, EMPLOYERS RE, CNA, and WESTCHESTER will collectively be referred to herein as the "EXCESS INSURER DEFENDANTS."

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19. Defendant LLOYD'S UNDERWRITERS is, on information and belief, a foreign organization which conducted business in this District. On information and belief RCBO alleges that LLOYD'S UNDERWRITERS issued written umbrella policies of insurance to RCBO under Policy No. K 66034 for the period March 12, 1962 to October 25, 1963 and Policy No. CU 3061 for the period October 25, 1963 to October 25, 1966 (herein "LLOYD'S UMBRELLA UNDERWRITERS").

20. Defendant EMPLOYERS RE is, on information and belief, a Delaware corporation which conducted business in this District. On information and belief RCBO alleges that EMPLOYERS RE issued a written umbrella policy of insurance to RCBO under Policy No. PLE20430 for the period October 16, 1974 to October 16, 1977 (herein "EMPLOYERS RE UMBRELLA").

21. Defendants AETNA/TRAVELERS are, on information and belief, Delaware corporations which conducted business in this District. On information and belief RCBO alleges that AETNA/TRAVELERS issued written umbrella polices of insurance to RCBO under Policy No. 05 XN 55 WCA for the period December 1, 1978 to December 1, 1981 and Policy No. 005 FF 1390 BCA for the period December 1, 1981 to December 1, 1987 (herein "AETNA/TRAVELERS UMBRELLA").

22. Defendant PACIFIC EMPLOYERS INSURANCE is, on information and belief, a Delaware corporation which conducted business in this District. On information and belief RCBO alleges that PACIFIC EMPLOYERS INSURANCE issued a written umbrella policy of insurance to RCBO under Policy No. XCC 01 2405 for the period March 13, 1985 to December 1, 1985 (herein "PACIFIC EMPLOYERS UMBRELLA").

23. LLOYD'S UMBRELLA UNDERWRITERS, EMPLOYERS RE UMBRELLA, AETNA/TRAVELERS UMBRELLA, and PACIFIC EMPLOYERS UMBRELLA will collectively be referred to herein as the "UMBRELLA INSURER DEFENDANTS."

FACTUAL BACKGROUND

24. On May 8, 2023 (the "Petition Date"), the Debtor caused its attorneys to file a voluntary petition for chapter 11 bankruptcy relief under the Bankruptcy Code. The Debtor continues to operate its ministry and manage its properties as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Chapter 11 Case.

25. On May 23, 2023, the Office of the United States Trustee for Region 17 (the "US

Trustee") appointed an official Committee of Unsecured Creditors (the "Committee") in this Chapter 11 Case.

26. The Debtor is a corporation sole organized under the laws of the State of California. The Debtor conducts its civil affairs under the laws of the State of California and the United States of America and in accordance with the Code of Canon Law, the ecclesiastical law of the Roman Catholic Church. Additional information regarding the Debtor, its mission, ministries, and operations, and the events and circumstances preceding the Petition Date, is set forth in the *Declaration of Charles Moore, Managing Director of Alvarez & Marsal North America, LLC, Proposed Restructuring Advisor to the Roman Catholic Bishop of Oakland, in Support of Chapter 11 Petition and First Day Pleadings* [Docket No. 19] (the "First Day Declaration").

27. RCBO has been named in more than 300 complaints primarily filed in the Alameda Superior Court seeking recovery for alleged negligent supervision and hiring of certain clerical and ministerial personnel over a period of decades. These suits have been filed as a result of California's passing of AB 218, which extended the statute of limitations for the filing of similar civil suits. A true and correct list of the pending suits of which RCBO has received notice or service from the courts in which they were filed as of the date of this complaint is attached as Exhibit "A" (the "Suits").

28. Although section 362 of the Bankruptcy Code provides for an automatic stay of the Suits and of additional lawsuits against the Debtor, RCBO is informed, and believes, that additional suits may be filed and/or served after the filing of this proceeding and RCBO will update the list to reflect all such cases as appropriate.

29. RCBO has maintained insurance coverage through a series of primary, excess and umbrella insurers from the early 1960's through the present time as alleged above.

30. RCBO has tendered through its broker both RCBO's defense and indemnity of the Suits under all applicable insurance policies to the associated Defendants that issued those policies and were not insolvent.

31. The PRIMARY INSURER DEFENDANTS received the tender on behalf of RCBO but have improperly denied or failed to confirm coverage and/or provide defense and/or indemnity to RCBO in the Suits.

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32. The EXCESS INSURER DEFENDANTS received the tender on behalf of RCBO but have improperly denied or failed to confirm coverage (including, without limitation, failure to provide both defense and/or indemnity) including failure to recognize the exhaustion of underlying insurance through payment, liquidation or other means thereby requiring the excess insurance to drop down and provide defense and indemnity to RCBO for the Suits.

33. The UMBRELLA INSURER DEFENDANTS received the tender on behalf of RCBO but have improperly denied or failed to confirm coverage (including, without limitation, failure to provide both defense and/or indemnity) including failure to recognize the exhaustion of underlying primary and excess insurance through payment, liquidation or other means thereby requiring the umbrella insurance to drop down and provide defense and indemnity to RCBO for the Suits.

34. As a result of the conduct of the PRIMARY INSURER DEFENDANTS, EXCESS INSURER DEFENDANTS and UMBRELLA INSURER DEFENDANTS, RCBO has been harmed in that it has not been provided with the benefits of the insurance it purchased, having complied with all requirements thereunder. RCBO has been forced to defend itself against the Suits without being provided with the appropriate required defense and indemnity that was to be provided by the PRIMARY INSURER DEFENDANTS, EXCESS INSURER DEFENDANTS and UMBRELLA INSURER DEFENDANTS through their respective policies of insurance. Consequently, an actual and justiciable controversy exists between the parties of sufficient immediacy and reality to warrant issuance of a declaratory judgment.

FIRST CAUSE OF ACTION

(Declaratory Relief)

35. RCBO realleges and incorporates herein paragraphs 1 through 34 of this complaint as if said paragraphs were set forth in full.

36. An actual and justiciable controversy has arisen and now exists between the parties with respect to whether the Defendants, and each of them, are obligated to provide RCBO with defense and indemnity under their respective insurance policies regarding the Suits.

37. RCBO has fully performed under the Defendants' respective insurance policies.

38. The PRIMARY INSURER DEFENDANTS have received tenders on behalf of RCBO

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regarding the Suits but have improperly denied and/or have failed to confirm coverage for the Suits and have further failed to provide RCBO with either defense and/or indemnity regarding the Suits as required under the respective policies.

39. The EXCESS INSURER DEFENDANTS have received tenders on behalf of RCBO regarding the Suits but have improperly denied and/or have failed to confirm coverage for the Suits and have further failed to confirm that any underlying insurance has been exhausted whether by payment, liquidation or otherwise and contrary to the coverages promised to RCBO and thus have failed to provide RCBO with either defense and/or indemnity regarding the Suits as required under the respective policies.

40. The UMBRELLA INSURER DEFENDANTS have received tenders on behalf of RCBO regarding the Suits but have improperly denied and/or have failed to confirm coverage for the Suits and have further failed to confirm that any underlying insurance has been exhausted whether by payment, liquidation or otherwise and contrary to the coverages promised to RCBO and thus have failed to provide RCBO with either defense and/or indemnity regarding the Suits as required under the respective policies.

41. In the meantime, the Suits are pending, resulting in loss and damages to RCBO including, without limitation, defense fees and costs and indemnity funds (whether via judgment or settlement or other means).

42. RCBO is entitled to a judgment declaring that the Defendants have issued insurance policies to RCBO and that RCBO is entitled to both defense and indemnity regarding Suits under the respective policies of insurance issued by the Defendants including, without limitation, a declaration of exhaustion as to certain underlying policies and the requirement that the EXCESS INSURER DEFENDANTS and/or UMBRELLA INSURER DEFENDANTS drop down to provide defense and indemnity to RCBO regarding the Suits.

SECOND CAUSE OF ACTION

(Breach of Contract)

43. RCBO realleges and incorporates herein paragraphs 1 through 42 of this complaint as if said paragraphs were set forth in full.

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44. The Defendants' failure to provide defense and indemnity to RCBO regarding the Suits is contrary to the coverages and benefits promised RCBO under the respective policies and constitutes a breach of those policies.

45. As a result of the Defendants' breaches of their respective insurance policies, RCBO has incurred significant fees and costs in defending itself in the Suits and has not been provided with the required coverage for indemnity (including any settlement amounts), all to the injury and damage of RCBO.

46. RCBO has fully performed under the Defendants' respective insurance policies and the Defendants, and each of them, are not excused from performance.

47. As a direct and proximate result of the Defendants' breaches, RCBO has been damaged according to proof at trial.

PRAYER FOR RELIEF

WHEREFORE, RCBO prays for relief as follows:

a. For a declaration in RCBO's favor as to the obligation of the Defendants, and each of them, that the Defendants issued effective policies of insurance to RCBO and a further declaration that the Defendants were obligated to provide defense and indemnity to RCBO regarding the claims made in the Suits;

b. For an award in RCBO's favor as a result of the Defendants' breach of their respective policies;

c. For an order awarding RCBO its costs, expenses, and reasonable attorneys' fees as provided by law; and

d. For such other and further relief as the Court deems just and proper.

DATED: JUNE 22, 2023

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THOMAS F. CARLUCCI

COUNSEL FOR THE DEBTOR
THE ROMAN CATHOLIC BISHOP OF OAKLAND

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
RG19041044	Superior Court of California, County of Alameda
RG19041044	Superior Court of California, County of Alameda
21CV000055	Superior Court of California, County of Alameda
HG20053989	Superior Court of California, County of Alameda
HG20053983	Superior Court of California, County of Alameda
RG20055438	Superior Court of California, County of Alameda
RG20075233	Superior Court of California, County of Alameda
RG20075233	Superior Court of California, County of Alameda
22CV004880	Superior Court of California, County of Alameda
RG20056654	Superior Court of California, County of Alameda
RG20078903	Superior Court of California, County of Alameda
22CV019949	Superior Court of California, County of Alameda
22CV020101	Superior Court of California, County of Alameda
HG20053992	Superior Court of California, County of Alameda
HG20053951	Superior Court of California, County of Alameda
RG20053984	Superior Court of California, County of Alameda
RG20057425	Superior Court of California, County of Alameda
HG19048685	Superior Court of California, County of Alameda
HG20053924	Superior Court of California, County of Alameda
RG20057493	Superior Court of California, County of Alameda
HG20055763	Superior Court of California, County of Alameda
HG19042086	Superior Court of California, County of Alameda
RG20048852	Superior Court of California, County of Alameda
RG19039073	Superior Court of California, County of Alameda
RG19039073	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
RG19039073	Superior Court of California, County of Alameda
C19-02227	Superior Court of California, County of Contra Costa
HG19048691	Superior Court of California, County of Alameda
RG20061260	Superior Court of California, County of Alameda
RG20064221	Superior Court of California, County of Alameda
RG20056258	Superior Court of California, County of Alameda
RG20056258	Superior Court of California, County of Alameda
RG20056258	Superior Court of California, County of Alameda
RG20066518	Superior Court of California, County of Alameda
RG20067225	Superior Court of California, County of Alameda
RG20065425	Superior Court of California, County of Alameda
RG20065264	Superior Court of California, County of Alameda
RG20061429	Superior Court of California, County of Alameda
RG20065437	Superior Court of California, County of Alameda
RG20065435	Superior Court of California, County of Alameda
RG20064084	Superior Court of California, County of Alameda
RG20067602	Superior Court of California, County of Alameda
RG20064685	Superior Court of California, County of Alameda
RG20064759	Superior Court of California, County of Alameda
RG20049371	Superior Court of California, County of Alameda
RG20073791	Superior Court of California, County of Alameda
RG20079359	Superior Court of California, County of Alameda
RG20075700	Superior Court of California, County of Alameda
RG21087706	Superior Court of California, County of Alameda
RG20074690	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
RG20068095	Superior Court of California, County of Alameda
RG20085048	Superior Court of California, County of Alameda
RG20068867	Superior Court of California, County of Alameda
RG20075018	Superior Court of California, County of Alameda
RG21086498	Superior Court of California, County of Alameda
RG21096482	Superior Court of California, County of Alameda
MSC21-01242	Superior Court of California, County of Contra Costa
RG21105426	Superior Court of California, County of Alameda
RG21105583	Superior Court of California, County of Alameda
RG21110490	Superior Court of California, County of Alameda
RG20069692	Superior Court of California, County of Alameda
CGC-20-584124	Superior Court of California, County of San Francisco
21CV002646	Superior Court of California, County of Alameda
21CV003945	Superior Court of California, County of Alameda
21CV002553	Superior Court of California, County of Alameda
21CV003362	Superior Court of California, County of Alameda
C22-00044	Superior Court of California, County of Contra Costa
22CV006696	Superior Court of California, County of Alameda
22CV006473	Superior Court of California, County of Alameda
22CV006519	Superior Court of California, County of Alameda
22CV006624	Superior Court of California, County of Alameda
22CV008082	Superior Court of California, County of Alameda
21CV002261	Superior Court of California, County of Alameda
21CV003446	Superior Court of California, County of Alameda
22CV010527	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
21CV000053	Superior Court of California, County of Alameda
22CV011957	Superior Court of California, County of Alameda
22CV012253	Superior Court of California, County of Alameda
22CV019472	Superior Court of California, County of Alameda
22CV021898	Superior Court of California, County of Alameda
22CV015043	Superior Court of California, County of Alameda
22CV018533	Superior Court of California, County of Alameda
22CV015210	Superior Court of California, County of Alameda
22CV017826	Superior Court of California, County of Alameda
22CV023336	Superior Court of California, County of Alameda
22CV015938	Superior Court of California, County of Alameda
22CV022518	Superior Court of California, County of Alameda
22CV022476	Superior Court of California, County of Alameda
22CV022809	Superior Court of California, County of Alameda
22CV023917	Superior Court of California, County of Alameda
22CV023363	Superior Court of California, County of Alameda
22CV022633	Superior Court of California, County of Alameda
22CV022056	Superior Court of California, County of Alameda
22CV016748	Superior Court of California, County of Alameda
22CV022502	Superior Court of California, County of Alameda
22CV022456	Superior Court of California, County of Alameda
22CV022547	Superior Court of California, County of Alameda
22CV023118	Superior Court of California, County of Alameda
22CV020631	Superior Court of California, County of Alameda
22CV018880	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
22CV018875	Superior Court of California, County of Alameda
22CV017872	Superior Court of California, County of Alameda
22CV020696	Superior Court of California, County of Alameda
22CV019943	Superior Court of California, County of Alameda
22CV018172	Superior Court of California, County of Alameda
22CV019944	Superior Court of California, County of Alameda
22CV019889	Superior Court of California, County of Alameda
22CV019890	Superior Court of California, County of Alameda
22CV019888	Superior Court of California, County of Alameda
22CV020197	Superior Court of California, County of Alameda
22CV023109	Superior Court of California, County of Alameda
22CV020519	Superior Court of California, County of Alameda
22CV020661	Superior Court of California, County of Alameda
22CV020654	Superior Court of California, County of Alameda
22CV020808	Superior Court of California, County of Alameda
22CV020602	Superior Court of California, County of Alameda
22CV020491	Superior Court of California, County of Alameda
22CV020636	Superior Court of California, County of Alameda
22CV019871	Superior Court of California, County of Alameda
22CV024211	Superior Court of California, County of Alameda
22CV020607	Superior Court of California, County of Alameda
22CV022358	Superior Court of California, County of Alameda
22CV020323	Superior Court of California, County of Alameda
22CV017850	Superior Court of California, County of Alameda
22CV018167	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
RG21108531	Superior Court of California, County of Alameda
22CV020455	Superior Court of California, County of Alameda
22CV020287	Superior Court of California, County of Alameda
22CV020136	Superior Court of California, County of Alameda
22CV020135	Superior Court of California, County of Alameda
22CV020082	Superior Court of California, County of Alameda
22CV020085	Superior Court of California, County of Alameda
22CV020075	Superior Court of California, County of Alameda
22CV020073	Superior Court of California, County of Alameda
22CV020347	Superior Court of California, County of Alameda
22CV020434	Superior Court of California, County of Alameda
22CV020349	Superior Court of California, County of Alameda
22CV020432	Superior Court of California, County of Alameda
22CV020438	Superior Court of California, County of Alameda
22CV020478	Superior Court of California, County of Alameda
22CV020348	Superior Court of California, County of Alameda
22CV020369	Superior Court of California, County of Alameda
22CV020333	Superior Court of California, County of Alameda
22CV020487	Superior Court of California, County of Alameda
22CV021638	Superior Court of California, County of Alameda
22CV020431	Superior Court of California, County of Alameda
22CV020378	Superior Court of California, County of Alameda
22CV020436	Superior Court of California, County of Alameda
22CV020382	Superior Court of California, County of Alameda
22CV020474	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
22CV020374	Superior Court of California, County of Alameda
22CV020437	Superior Court of California, County of Alameda
22CV020388	Superior Court of California, County of Alameda
22CV020322	Superior Court of California, County of Alameda
22CV020473	Superior Court of California, County of Alameda
22CV020375	Superior Court of California, County of Alameda
22CV020325	Superior Court of California, County of Alameda
22CV020485	Superior Court of California, County of Alameda
22CV020343	Superior Court of California, County of Alameda
22CV020435	Superior Court of California, County of Alameda
22CV022806	Superior Court of California, County of Alameda
22CV022956	Superior Court of California, County of Alameda
22CV020164	Superior Court of California, County of Alameda
22CV020298	Superior Court of California, County of Alameda
22CV020321	Superior Court of California, County of Alameda
22CV021712	Superior Court of California, County of Alameda
22CV018198	Superior Court of California, County of Alameda
22CV017382	Superior Court of California, County of Alameda
22CV020795	Superior Court of California, County of Alameda
22CV020423	Superior Court of California, County of Alameda
22CV020389	Superior Court of California, County of Alameda
22CV020391	Superior Court of California, County of Alameda
22CV020393	Superior Court of California, County of Alameda
22CV020398	Superior Court of California, County of Alameda
22CV020399	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
22CV019910	Superior Court of California, County of Alameda
22CV019900	Superior Court of California, County of Alameda
22CV020396	Superior Court of California, County of Alameda
22CV020000	Superior Court of California, County of Alameda
22CV019887	Superior Court of California, County of Alameda
22CV019923	Superior Court of California, County of Alameda
22CV019926	Superior Court of California, County of Alameda
22CV019941	Superior Court of California, County of Alameda
22CV019921	Superior Court of California, County of Alameda
22CV019884	Superior Court of California, County of Alameda
22CV019959	Superior Court of California, County of Alameda
22CV019961	Superior Court of California, County of Alameda
22CV019903	Superior Court of California, County of Alameda
22CV019960	Superior Court of California, County of Alameda
22CV019899	Superior Court of California, County of Alameda
22CV019892	Superior Court of California, County of Alameda
22CV019893	Superior Court of California, County of Alameda
22CV019898	Superior Court of California, County of Alameda
22CV019896	Superior Court of California, County of Alameda
22CV019902	Superior Court of California, County of Alameda
22CV017963	Superior Court of California, County of Alameda
22CV023198	Superior Court of California, County of Alameda
22CV015576	Superior Court of California, County of Alameda
22CV021944	Superior Court of California, County of Alameda
22CV021136	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
22CV020490	Superior Court of California, County of Alameda
22CV020161	Superior Court of California, County of Alameda
C22-02006	Superior Court of California, County of Contra Costa
22CV015393	Superior Court of California, County of Alameda
22CV013310	Superior Court of California, County of Alameda
22CV023397	Superior Court of California, County of Alameda
22CV013335	Superior Court of California, County of Alameda
22CV017318	Superior Court of California, County of Alameda
C22-01820	Superior Court of California, County of Contra Costa
22CV04375	Superior Court of California, County of Santa Barbara
22CV024896	Superior Court of California, County of Alameda
22CV021229	Superior Court of California, County of Alameda
22CV020746	Superior Court of California, County of Alameda
22CV014047	Superior Court of California, County of Alameda
22CV023763	Superior Court of California, County of Alameda
22CV017002	Superior Court of California, County of Alameda
22CV020632	Superior Court of California, County of Alameda
22CV021959	Superior Court of California, County of Alameda
22CV020524	Superior Court of California, County of Alameda
22CV021619	Superior Court of California, County of Alameda
22CV022330	Superior Court of California, County of Alameda
22CV021958	Superior Court of California, County of Alameda
22CV021982	Superior Court of California, County of Alameda
22CV021962	Superior Court of California, County of Alameda
22CV023092	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
22CV023077	Superior Court of California, County of Alameda
22CV017854	Superior Court of California, County of Alameda
22CV023536	Superior Court of California, County of Alameda
22CV021953	Superior Court of California, County of Alameda
22CV022583	Superior Court of California, County of Alameda
22CV024069	Superior Court of California, County of Alameda
22CV023062	Superior Court of California, County of Alameda
22CV021736	Superior Court of California, County of Alameda
22CV024183	Superior Court of California, County of Alameda
22CV023960	Superior Court of California, County of Alameda
22CV022787	Superior Court of California, County of Alameda
22CV020837	Superior Court of California, County of Alameda
22CV021909	Superior Court of California, County of Alameda
22CV023239	Superior Court of California, County of Alameda
22CV024880	Superior Court of California, County of Alameda
22CV023669	Superior Court of California, County of Alameda
22CV018558	Superior Court of California, County of Alameda
22CV023416	Superior Court of California, County of Alameda
22CV024635	Superior Court of California, County of Alameda
22CV023091	Superior Court of California, County of Alameda
22CV022037	Superior Court of California, County of Alameda
22CV023242	Superior Court of California, County of Alameda
22CV021591	Superior Court of California, County of Alameda
22CV023423	Superior Court of California, County of Alameda
22CV020822	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
C22-02698	Superior Court of California, County of Contra Costa
22CV021946	Superior Court of California, County of Alameda
22CV023400	Superior Court of California, County of Alameda
23CV025256	Superior Court of California, County of Alameda
22CV023623	Superior Court of California, County of Alameda
22CV023968	Superior Court of California, County of Alameda
22CV022911	Superior Court of California, County of Alameda
22CV023764	Superior Court of California, County of Alameda
22CV024846	Superior Court of California, County of Alameda
22CV022326	Superior Court of California, County of Alameda
22CV021947	Superior Court of California, County of Alameda
22CV023068	Superior Court of California, County of Alameda
22CV024587	Superior Court of California, County of Alameda
22CV024532	Superior Court of California, County of Alameda
22CV023756	Superior Court of California, County of Alameda
22CV024471	Superior Court of California, County of Alameda
22CV024838	Superior Court of California, County of Alameda
22CV024931	Superior Court of California, County of Alameda
22CV020672	Superior Court of California, County of Alameda
22CV023538	Superior Court of California, County of Alameda
22CV024139	Superior Court of California, County of Alameda
22CV024839	Superior Court of California, County of Alameda
22CV022009	Superior Court of California, County of Alameda
22CV022825	Superior Court of California, County of Alameda
22CV024898	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
22CV024592	Superior Court of California, County of Alameda
22CV023513	Superior Court of California, County of Alameda
22CV024582	Superior Court of California, County of Alameda
22CV024022	Superior Court of California, County of Alameda
22CV024942	Superior Court of California, County of Alameda
22CV024472	Superior Court of California, County of Alameda
22CV023950	Superior Court of California, County of Alameda
22CV023240	Superior Court of California, County of Alameda
22CV024988	Superior Court of California, County of Alameda
RG20062996	Superior Court of California, County of Alameda
RG19008221	Superior Court of California, County of Alameda
22CV024200	Superior Court of California, County of Alameda
22CV022534	Superior Court of California, County of Alameda
22CV022803	Superior Court of California, County of Alameda
22CV024385	Superior Court of California, County of Alameda
22CV023501	Superior Court of California, County of Alameda
22CV023996	Superior Court of California, County of Alameda
22CV024749	Superior Court of California, County of Alameda
22CV023766	Superior Court of California, County of Alameda
22CV022760	Superior Court of California, County of Alameda
22CV023502	Superior Court of California, County of Alameda
22CV017158	Superior Court of California, County of Alameda
22CV024465	Superior Court of California, County of Alameda
22CV024087	Superior Court of California, County of Alameda
22CV022604	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
22CV023676	Superior Court of California, County of Alameda
22CV024630	Superior Court of California, County of Alameda
22CV017589	Superior Court of California, County of Alameda
22CV024556	Superior Court of California, County of Alameda
22CV024730	Superior Court of California, County of Alameda
22CV024031	Superior Court of California, County of Alameda
22CV024157	Superior Court of California, County of Alameda
22CV023759	Superior Court of California, County of Alameda
22CV024400	Superior Court of California, County of Alameda
22CV024195	Superior Court of California, County of Alameda
22CV024892	Superior Court of California, County of Alameda
22CV024154	Superior Court of California, County of Alameda
22CV024859	Superior Court of California, County of Alameda
22CV024091	Superior Court of California, County of Alameda
22CV023329	Superior Court of California, County of Alameda
22CV021441	Superior Court of California, County of Alameda
22CV023509	Superior Court of California, County of Alameda
22CV024003	Superior Court of California, County of Alameda
22CV021226	Superior Court of California, County of Alameda
22CV023663	Superior Court of California, County of Alameda
22CV018715	Superior Court of California, County of Alameda
22CV024019	Superior Court of California, County of Alameda
22CV024008	Superior Court of California, County of Alameda
22CV024007	Superior Court of California, County of Alameda
22CV023710	Superior Court of California, County of Alameda

EXHIBIT A

California Superior Court Suits

Case Number	Name of Court
22CV023195	Superior Court of California, County of Alameda
22CV018779	Superior Court of California, County of Alameda

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	ADVERSARY PROCEEDING NUMBER (Court Use Only)

PLAINTIFFS	DEFENDANTS
The Roman Catholic Bishop of Oakland, a California corporation sole	PACIFIC INDEMNITY, a Delaware corporation, et al. Additional defendants listed on Attachment 1 hereto.
ATTORNEYS (Firm Name, Address, and Telephone No.) Foley & Lardner LLP 555 California St., Ste. 1700 San Francisco, CA 94104 Thomas F. Carlucci; 415-984-9824; tcarlucci@foley.com Eileen R. Ridley; 415-438-6469; eridley@foley.com Ann Marie Uetz; 313-234-7114; auetz@foley.com Matthew D. Lee; 608-258-4203; mdlee@foley.com Jeffrey R. Blease; 617-226-3155; jblease@foley.com	**ATTORNEYS** (If Known)
PARTY (Check One Box Only) ☒ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☐ Trustee	**PARTY** (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☒ Other ☐ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)
This is an action for breach of contract and declaratory judgment.

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(1) – Recovery of Money/Property
- ☐ 11-Recovery of money/property - §542 turnover of property
- ☐ 12-Recovery of money/property - §547 preference
- ☐ 13-Recovery of money/property - §548 fraudulent transfer
- ☐ 14-Recovery of money/property - other

FRBP 7001(2) – Validity, Priority or Extent of Lien
- ☐ 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) – Objection/Revocation of Discharge
- ☐ 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
- ☐ 51-Revocation of confirmation

FRBP 7001(6) – Dischargeability
- ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(6) – Dischargeability (continued)
- ☐ 61-Dischargeability - §523(a)(5), domestic support
- ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury
- ☐ 63-Dischargeability - §523(a)(8), student loan
- ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
- ☐ 65-Dischargeability - other

FRBP 7001(7) – Injunctive Relief
- ☐ 71-Injunctive relief – imposition of stay
- ☐ 72-Injunctive relief – other

FRBP 7001(8) Subordination of Claim or Interest
- ☐ 81-Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
- ☒ 91-Declaratory judgment

FRBP 7001(10) Determination of Removed Action
- ☐ 01-Determination of removed claim or cause

Other
- ☐ SS-SIPA Case – 15 U.S.C. §§78aaa *et.seq.*
- ☒ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

☐ Check if this case involves a substantive issue of state law	☐ Check if this is asserted to be a class action under FRCP 23
☐ Check if a jury trial is demanded in complaint	Demand $

Other Relief Sought
Breach of Contract

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR The Roman Catholic Bishop of Oakland	BANKRUPTCY CASE NO. 23-40523 WJL	
DISTRICT IN WHICH CASE IS PENDING Northern District of California	DIVISION OFFICE Oakland	NAME OF JUDGE William J. Lafferty
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) /s/ Thomas F. Carlucci		
DATE 6/22/2023	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Thomas F. Carlucci	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and **Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

ATTACHMENT NO. 1

DEFENDANTS, cont.

1. PACIFIC INDEMNITY, a Delaware corporation
2. INSURANCE COMPANY OF AMERICA, a Delaware corporation
3. AETNA INSURANCE COMPANY, a Delaware corporation
4. TRAVELERS INSURANCE COMPANY, a Delaware corporation
5. CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO SYNDICATES 2623 (AFB) AND 623 (AFB), a foreign organization
6. INSURANCE COMPANY OF NORTH AMERICA, a Delaware corporation
7. ACE LIMITED, foreign organization
8. UNITED STATES FIRE INSURANCE, a Delaware corporation
9. EMPLOYERS REINSURANCE, a Delaware corporation
10. CNA INSURANCE COMPANY, a Delaware corporation
11. PACIFIC EMPLOYERS INSURANCE, a Delaware corporation
12. WESTCHESTER FIRE INSURANCE COMPANY, a Pennsylvania corporation
13. CALIFORNIA INSURANCE GUARANTEE ASSOCIATION, a state entity

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Attorneys for Defendants, *Certain Underwriters at Lloyd's, London, subscribing severally and not jointly to Slip Nos. CU 1001 and K 66034 issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 issued to the Roman Catholic Bishop of Oakland*

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

In re:

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

Debtor.

Case No.:_____

Bankruptcy Case No.: 23-40523 WJL

THE ROMAN CATHOLIC BISHOP OF OAKLAND,

Plaintiffs,

vs.

PACIFIC INDEMNITY, a Delaware corporation; INSURANCE COMPANY OF AMERICA, a Delaware corporation; AETNA INSURANCE COMPANY, a Delaware corporation; TRAVELERS INSURANCE COMPANY, a Delaware corporation; CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO SYNDICATES 2623 (AFB) AND 623 (AFB), a foreign organization; INSURANCE COMPANY OF NORTH AMERICA, a Delaware corporation; ACE LIMITED, a foreign organization; UNITED STATES FIRE INSURANCE, a Delaware corporation; EMPLOYERS REINSURANCE, a Delaware

Adv. Proc. No.: 23-04028 WJL

Chapter 11

NOTICE OF CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, SUBSCRIBING SEVERALLY AND NOT JOINTLY TO SLIP NOS. CU 1001 AND K 66034 ISSUED TO THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, AND NOS. K 78138 AND CU 3061'S MOTION TO WITHDRAW THE REFERENCE

corporation; CNA INSURANCE COMPANY, a Delaware corporation; PACIFIC EMPLOYERS INSURANCE, a Delaware corporation; WESTCHESTER FIRE INSURANCE COMPANY, a Pennsylvania corporation; and the CALIFORNIA INSURANCE GUARANTEE ASSOCIATION, a state entity

Defendants.

PLEASE TAKE NOTICE THAT Defendants Certain Underwriters at Lloyd's, London, subscribing severally and not jointly to Slip Nos. CU 1001 and K 66034 issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 issued to the Roman Catholic Bishop of Oakland ("Underwriters"), by and through their undersigned attorneys, hereby move ("Motion") to withdraw the reference of this adversary proceeding ("Adversary Proceeding") to the United States District Court for the Northern District of California ("Court").

This Notice is filed concurrently with and supported by the Motion to Withdraw the Reference, the Memorandum of Points and Authorities in support, the papers and pleadings on file in this case, and such other evidence that may be presented to the Court at the hearing, if any.

Dated: February 2, 2024

By /s/ *Catalina J. Sugayan*
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By: /s/ *Russell Roten*
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Attorneys for Defendants, *Certain Underwriters at Lloyd's, London, subscribing severally and not jointly to Slip Nos. CU 1001 and K 66034 issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 issued to the Roman Catholic Bishop of Oakland*

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Counsel for Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In Re: THE ROMAN CATHOLIC BISHOP OF OAKLAND, a California Corporation sole, Debtor.	Case No.: 23-40523 Chapter 11 Hon. William J. Lafferty **CERTIFICATE OF SERVICE**
THE ROMAN CATHOLIC BISHOP OF OAKLAND, Plaintiff, v. PACIFIC INDEMNITY, a Delaware corporation; INSURANCE COMPANY OF AMERICA, a Delaware corporation; AETNA INSURANCE COMPANY, a Delaware corporation, TRAVELERS INSURANCE COMPANY, a Delaware corporation; CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING TO SYNDICATES 2623 (AFB) AND 623 (AFB), a foreign organization;	Adv. Proc. Case No.: 23-04028

INSURANCE COMPANY OF NORTH AMERICA, a Delaware corporation, ACE LIMITED, a foreign organization, UNITED STATES FIRE INSURANCE, a Delaware Corporation; EMPLOYERS REINSURANCE, a Delaware corporation, CNA INSURANCE COMPANY, a Delaware corporation, PACIFIC EMPLOYERS INSURANCE, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY, a Pennsylvania Corporation, and the CALIFORNIA INSURANCE GAURANTEE ASSOCIATION, a state entity Defendants.

I, Betty Luu, declare that I caused the below-referenced document to be served by means as indicated on the attached.

NOTICE OF CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, SUBSCRIBING SEVERALLY AND NOT JOINTLY TO SLIP NOS. CU 1001 AND K 66034 ISSUED TO THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, AND NOS. K 78138 AND CU 3061'S MOTION TO WITHDRAW THE REFERENCE

CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, SUBSCRIBING SEVERALLY AND NOT JOINTLY TO SLIP NOS. CU 1001 AND K 66034 ISSUED TO THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, AND NOS. K 78138 AND CU 3061'S MOTION TO WITHDRAW THE REFERENCE

CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, SUBSCRIBING SEVERALLY AND NOT JOINTLY TO SLIP NOS. CU 1001 AND K 66034 ISSUED TO THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, AND NOS. K 78138 AND CU 3061'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO WITHDRAW THE REFERENCE

SERVED BY NEF ON FEBRUARY 2, 2024:

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EXHIBIT 1

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Core Service List

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Form NTCTWAP

UNITED STATES BANKRUPTCY COURT
California Northern Bankruptcy Court

In Re: The Roman Catholic Bishop of Oakland Debtor(s)	Bankruptcy Case No.: 23−40523 Chapter: 11
The Roman Catholic Bishop of Oakland Plaintiff(s) vs. Pacific Indemnity Defendant(s)	Adversary No. 23−04028

TRANSMITTAL OF DOCUMENTS: WITHDRAW OF REFERENCE

Pursuant to Bankruptcy Local Rule 5011−2(a), copies of the following documents are hereby transmitted to the District Court for the above referenced adversary proceeding:

- ☑ Motion to Withdraw the Reference
- ☐ Memorandum in Support of Motion to Withdraw the Reference
- ☐ Declaration in Support of Motion to Withdraw the Reference
- ☐ Bankruptcy Docket Sheet
- ☐ Recommendation of Bankruptcy Judge pursuant to B.L.R. 5011−2(b)
- ☐ Certification pursuant to B.L.R. 9015−2(b) − Jury trial demand
- ☐ Certification pursuant to B.L.R. 9015−2(d) − Personal injury tort/wrongful death claim
- ☑ Adversary Proceeding Complaint
- ☑ Other: Adversary Proceeding Docket Sheet
Notice of Motion
Certificate of Service

Please acknowledge receipt of this Transmittal by returning a copy to the Bankruptcy Court showing the District Court case number.

Dated: 2/6/24

Edward J. Emmons
Clerk of Court
United States Bankruptcy Court

By: Phyllis L. Wright
Deputy Clerk

For District Court Use Only

DISTRICT COURT CASE NUMBER: _____

Date: _____

By: _____

Jdemand, WDREF

U.S. Bankruptcy Court
California Northern Bankruptcy Court (Oakland)
Adversary Proceeding #: 23-04028

Assigned to: Judge William J. Lafferty
Lead BK Case: 23-40523
Lead BK Title: The Roman Catholic Bishop of Oakland
Lead BK Chapter: 11
Demand:

Date Filed: 06/22/23

Nature[s] of Suit: 91 Declaratory judgment
02 Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)

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V.

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Defendant

Westport Insurance Corporation represented by **Westport Insurance Corporation**
PRO SE

Defendant

Continental Casualty Company represented by **Mark D. Plevin**
(See above for address)

Defendant

Certain Underwriters at Lloyds, London, Subscribing Severally and Not Jointly to Slip Nos. CU 1001 and K 66034 Issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 Is represented by **Betty Luu**
(See above for address)

Filing Date	#	Docket Text
06/22/2023	1	Adversary case 23-04028. 91 (Declaratory judgment), 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)) Complaint by The Roman Catholic Bishop of Oakland against Pacific Indemnity, Insurance Company of America, Aetna Insurance Company, Travelers Insurance Company, Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB), Insurance Company of North America, ACE Limited, United States Fire Insurance, Employers Reinsurance, CNA Insurance Company, Pacific Employers Insurance, Westchester Fire Insurance Company, California Insurance Guarantee Association. Fee Amount $350. (Attachments: # 1 Exhibit A # 2 AP Cover Sheet) (Carlucci, Thomas) (Entered: 06/22/2023)

06/22/2023		Receipt of filing fee for Complaint(23-04028) [cmp,cmp] (350.00). Receipt number A32606432, amount $ 350.00 (re: Doc# 1 Complaint) (U.S. Treasury) (Entered: 06/22/2023)
06/26/2023	2	Amended Complaint by Thomas F. Carlucci on behalf of The Roman Catholic Bishop of Oakland against all defendants. (RE: related document(s)1 Complaint filed by Plaintiff The Roman Catholic Bishop of Oakland). (Attachments: # 1 Exhibit A # 2 AP Cover Sheet) (Carlucci, Thomas) (Entered: 06/26/2023)
06/26/2023	3	Summons Issued on ACE Limited Answer Due 7/26/2023; Aetna Insurance Company Answer Due 7/26/2023; CNA Insurance Company Answer Due 7/26/2023; California Insurance Guarantee Association Answer Due 7/26/2023; Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB) Answer Due 7/26/2023; Employers Reinsurance Answer Due 7/26/2023; Insurance Company of America Answer Due 7/26/2023; Insurance Company of North America Answer Due 7/26/2023; Pacific Employers Insurance Answer Due 7/26/2023; Pacific Indemnity Answer Due 7/26/2023; Travelers Insurance Company Answer Due 7/26/2023; United States Fire Insurance Answer Due 7/26/2023; Westchester Fire Insurance Company Answer Due 7/26/2023 (RE: related document(s)2 Amended Complaint filed by Plaintiff The Roman Catholic Bishop of Oakland). **Scheduling Conference scheduled for 9/6/2023 at 10:30 AM in/via Oakland Room 220 - Lafferty.** (myt) (Entered: 06/26/2023)
06/26/2023	4	Order Regarding Initial Disclosures and Discovery Conference (myt) (Entered: 06/26/2023)
06/28/2023	5	BNC Certificate of Mailing (RE: related document(s) 4 Discovery Order). Notice Date 06/28/2023. (Admin.) (Entered: 06/28/2023)
06/28/2023	6	BNC Certificate of Mailing (RE: related document(s) 4 Discovery Order). Notice Date 06/28/2023. (Admin.) (Entered: 06/28/2023)
06/28/2023	7	BNC Certificate of Mailing (RE: related document(s) 3 Summons Issued). Notice Date 06/28/2023. (Admin.) (Entered: 06/28/2023)
06/29/2023	8	Summons Service Executed on ACE Limited 6/28/2023 . (Carlucci, Thomas) (Entered: 06/29/2023)
06/29/2023	9	Summons Service Executed on Aetna Insurance Company 6/28/2023 . (Carlucci, Thomas) (Entered: 06/29/2023)
06/29/2023	10	Summons Service Executed on Employers Reinsurance 6/28/2023 . (Carlucci, Thomas) (Entered: 06/29/2023)
06/29/2023	11	Summons Service Executed on Insurance Company of America 6/28/2023 . (Carlucci, Thomas) (Entered: 06/29/2023)
06/29/2023	12	Summons Service Executed on Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB) 6/28/2023 . (Carlucci, Thomas) (Entered: 06/29/2023)

06/29/2023	13	Summons Service Executed on United States Fire Insurance 6/28/2023 . (Carlucci, Thomas) (Entered: 06/29/2023)
06/29/2023	14	Summons Service Executed on Westchester Fire Insurance Company 6/28/2023 . (Carlucci, Thomas) (Entered: 06/29/2023)
06/30/2023	15	Motion to Intervene Filed by Creditor Committee Official Committee of Unsecured Creditors. (Attachments: # 1 Exhibit A) (Albert, Gabrielle) (Entered: 06/30/2023)
06/30/2023	16	Notice Regarding *Motion to Intervene* (RE: related document(s)15 Motion to Intervene filed by Creditor Committee Official Committee of Unsecured Creditors). Filed by Creditor Committee Official Committee of Unsecured Creditors. (Albert, Gabrielle) (Entered: 06/30/2023)
07/03/2023	17	Summons Service Executed on California Insurance Guarantee Association 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	18	Summons Service Executed on CNA Insurance Company 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	19	Summons Service Executed on Insurance Company of North America 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	20	Summons Service Executed on Insurance Company of North America 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	21	Summons Service Executed on Pacific Employers Insurance 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	22	Summons Service Executed on Pacific Indemnity 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	23	Summons Service Executed on Pacific Indemnity 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	24	Summons Service Executed on Travelers Insurance Company 6/30/2023 . (Moses, Shane) (Entered: 07/03/2023)
07/03/2023	25	Notice Regarding *Notice of Errata* (RE: related document(s)15 Motion to Intervene filed by Creditor Committee Official Committee of Unsecured Creditors). Filed by Creditor Committee Official Committee of Unsecured Creditors. (Attachments: # 1 Exhibit A) (Albert, Gabrielle) (Entered: 07/03/2023)
07/03/2023	26	Certificate of Service (RE: related document(s)15 Motion to Intervene, 16 Notice, 25 Notice). Filed by Creditor Committee Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 07/03/2023)
07/07/2023	27	Amended Notice of Hearing *on the Official Committee of Unsecured Creditors' Motion to Intervene* (RE: related document(s)15 Motion to Intervene filed by Creditor Committee Official Committee of Unsecured Creditors). **Hearing scheduled for 8/8/2023 at 09:00 AM in/via Oakland Room 220 - Lafferty.**

		Filed by Creditor Committee Official Committee of Unsecured Creditors. (Sekona, Jullian) (Entered: 07/07/2023)
07/07/2023	28	Certificate of Service (RE: related document(s)27 Notice of Hearing). Filed by Creditor Committee Official Committee of Unsecured Creditors (Sekona, Jullian) (Entered: 07/07/2023)
07/21/2023	29	Stipulation *for Extension of Time to Respond to First Amended Complaint for Breach of Contract and Declaratory Judgment Relief* Filed by Defendants Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (RE: related document(s)2 Amended Complaint filed by Plaintiff The Roman Catholic Bishop of Oakland). (Rinehart, Karen) (Entered: 07/21/2023)
07/26/2023	30	Certificate of Service (RE: related document(s)15 Motion to Intervene, 16 Notice, 25 Notice, 27 Notice of Hearing). Filed by Creditor Committee Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 07/26/2023)
07/26/2023	31	Notice of Appearance and Request for Notice by Travis Richard Wall. Filed by Defendant United States Fire Insurance (Wall, Travis) (Entered: 07/26/2023)
07/27/2023	32	Notice Regarding *Notice of Appearance and Request for Notice* Filed by Defendant Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB). (Sugayan, Catalina) (Entered: 07/27/2023)
07/27/2023	33	Withdrawal of Documents (RE: related document(s)32 Notice). Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Sugayan, Catalina) (Entered: 07/27/2023)
07/27/2023	34	Notice Regarding *Notice of Appearance and Request for Notice* Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061. (Sugayan, Catalina) (Entered: 07/27/2023)
07/31/2023	35	Application for Admission of Attorney Pro Hac Vice . Fee Amount $317 (Dennehy, Jillian) (Entered: 07/31/2023)
07/31/2023		Receipt of filing fee for Application for Admission of Attorney Pro Hac Vice(23-04028) [motion,mprohac] (317.00). Receipt number B32680206, amount $ 317.00 (re: Doc# 35 Application for Admission of Attorney Pro Hac Vice . Fee Amount $317) (U.S. Treasury) (Entered: 07/31/2023)
07/31/2023	36	Application for Admission of Attorney Pro Hac Vice . Fee Amount $317 (Calhoun, George) (Entered: 07/31/2023)
07/31/2023		Receipt of filing fee for Application for Admission of Attorney Pro Hac Vice(23-04028) [motion,mprohac] (317.00). Receipt number A32680248, amount $ 317.00 (re: Doc# 36 Application for Admission of Attorney Pro Hac Vice . Fee Amount $317) (U.S. Treasury) (Entered: 07/31/2023)
08/01/2023	37	Statement of Non-Opposition (RE: related document(s)15 Motion to Intervene). Filed by Plaintiff The Roman Catholic Bishop of Oakland (Ridley, Eileen) (Entered: 08/01/2023)

08/01/2023	38	Order Granting Application for Admission of Attorney Pro Hac Vice (Related Doc # 35). (cf) (Entered: 08/01/2023)
08/01/2023	39	Order Granting Application for Admission of Attorney Pro Hac Vice (Related Doc # 36). (cf) (Entered: 08/01/2023)
08/01/2023	40	Notice of Appearance and Request for Notice by Jeff D. Kahane. Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Kahane, Jeff) (Entered: 08/01/2023)
08/01/2023	41	Notice of Appearance and Request for Notice *of Russell Roten* by Jeff D. Kahane. Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Kahane, Jeff) (Entered: 08/01/2023)
08/01/2023	42	Notice of Appearance and Request for Notice by Andrew Mina. Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Mina, Andrew) (Entered: 08/01/2023)
08/01/2023	43	Notice of Appearance and Request for Notice by Nathan W. Reinhardt. Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Reinhardt, Nathan) (Entered: 08/01/2023)
08/01/2023	44	Objection *to the Official Committee of Unsecured Creditors' Motion to Intervene* (RE: related document(s)15 Motion to Intervene). Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Kahane, Jeff) (Entered: 08/01/2023)
08/01/2023	45	Brief/Memorandum in Opposition to */ Certain Defendants' Opposition to Official Committee of Unsecured Creditors' Motion to Intervene*. Filed by Defendant Pacific Employers Insurance (Rinehart, Karen) (Entered: 08/01/2023)
08/02/2023	46	Notice Regarding Zoom Webinar Information for In-Person Hearing Scheduled on **8/8/2023 at 09:00 AM in Courtroom 220 - Lafferty** (RE: related document(s)15 Motion to Intervene filed by Creditor Committee Official Committee of Unsecured Creditors). (cf) (Entered: 08/02/2023)
08/02/2023	47	Certificate of Service (RE: related document(s)45 Opposition Brief/Memorandum). Filed by Defendant Pacific Employers Insurance (Rinehart, Karen) (Entered: 08/02/2023)
08/02/2023	48	Corporate Ownership Statement. . Filed by Defendant Pacific Employers Insurance (Rinehart, Karen) (Entered: 08/02/2023)
08/02/2023	49	Certificate of Service (RE: related document(s)44 Objection). Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Kahane, Jeff) (Entered: 08/02/2023)
08/04/2023	50	Reply *Brief in Support of Motion to Intervene* (RE: related document(s)15 Motion to Intervene). Filed by Creditor Committee Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 08/04/2023)

08/04/2023	51	Declaration of Gabrielle Albert in Support of *Reply Brief in Support of Motion to Intervene* (RE: related document(s)15 Motion to Intervene, 50 Reply). Filed by Creditor Committee Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 08/04/2023)
08/04/2023	52	BNC Certificate of Mailing (RE: related document(s) 46 Notice of Zoom Hearing). Notice Date 08/04/2023. (Admin.) (Entered: 08/04/2023)
08/08/2023		Hearing Held. Minutes of Proceeding: Matter taken under submission. If needed, Court will set another hearing. (RE: related document(s) 15 Motion to Intervene). (cf) (Entered: 08/08/2023)
08/08/2023	53	The Audio File attached to the PDF includes several hearings. Court Date & Time [8/8/2023 9:00:02 AM]. File Size [145722 KB]. Run Time [02:31:48]. (admin). (Entered: 08/08/2023)
08/10/2023	54	Amended Corporate Ownership Statement. . Filed by Defendant Pacific Employers Insurance (Rinehart, Karen) (Entered: 08/10/2023)
08/11/2023	55	Certificate of Service (RE: related document(s)54 Corporate Ownership Statement). Filed by Defendant Pacific Employers Insurance (Rinehart, Karen) (Entered: 08/11/2023)
08/11/2023	56	Transcript regarding Hearing Held 8/8/2023 RE: Status Conference. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. Until that time the transcript may be viewed at the Bankruptcy Court or a copy may be obtained from the official court transcriber, 800-257-0885. . Notice of Intent to Request Redaction Deadline Due By 8/18/2023. Redaction Request Due By 09/1/2023. Redacted Transcript Submission Due By 09/11/2023. Transcript access will be restricted through 11/9/2023. (Gottlieb, Jason) (Entered: 08/11/2023)
08/13/2023	57	BNC Certificate of Mailing (RE: related document(s) 56 Transcript). Notice Date 08/13/2023. (Admin.) (Entered: 08/13/2023)
08/15/2023	58	Notice of Appearance and Request for Notice by Jeffrey D. Prol. Filed by Creditor Committee Official Committee of Unsecured Creditors (Prol, Jeffrey) (Entered: 08/15/2023)
08/16/2023		Returned Mail: Mail originally sent on 08/04/2023 returned as undeliverable. Returned Mail: The following order sent to Aetna Insurance Company c/o CT Corporation System Attn: Jere Keprios 818 W 7th Street Suite 930 Los Angeles, CA 90017-3476 on 08/04/2023 was returned as undeliverable: Notice of Zoom Hearing (ADI Administrator court); Returned Mail: The following order sent to CNA Insurance Company c/o CT Corporation System Attn: Jere Keprios 818 W 7th Street Suite 930 Los Angeles, CA 90017-3476 on 08/04/2023 was returned as undeliverable: Notice of Zoom Hearing (ADI Administrator court); (Entered: 08/16/2023)

08/22/2023	59	***Docket Text Only*** Please take notice that an Oral Ruling Hearing has been scheduled for **8/22/2023 at 01:30 PM in/via Oakland Room 220 - Lafferty.** Parties may appear via Zoom Webinar - www.canb.uscourts.gov/calendars. (RE: related document(s) 15 Motion to Intervene). (cf) (Entered: 08/22/2023)
08/22/2023	60	Clerk's Notice Regarding Zoom Webinar information for an Oral Ruling scheduled for **8/22/2023 at 01:30 PM in Courtroom 220 - Lafferty.** (RE: related document(s) 15 Motion to Intervene filed by Creditor Committee Official Committee of Unsecured Creditors). (cf) (Entered: 08/22/2023)
08/22/2023	61	Transcript Order Form regarding Hearing Date 8/22/2023 (RE: related document(s)15 Motion to Intervene). Filed by Creditor Committee Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 08/22/2023)
08/22/2023		Hearing Held. Minutes of Proceeding: For reasons stated on the record, the Motion to Intervene is granted. Counsel for the Committee to circulate a proposed order to the insurance carriers and the Debtor by 8/25/2023. Any comments due by 9/1/2023. (related document(s): 15 Motion to Intervene filed by Official Committee of Unsecured Creditors) (cf) (Entered: 08/22/2023)
08/22/2023	62	The Audio File attached to the PDF includes several hearings. Court Date & Time [8/22/2023 1:30:02 PM]. File Size [27609 KB]. Run Time [00:57:31]. (admin). (Entered: 08/22/2023)
08/24/2023		Transcript Record Transmittal (Court transcript records have been uploaded) for Order Number: 23-04028-61 Regarding Hearing Date: 8/22/2023. Transcription Service Provider: e-Scribers, Contact Information: sales@escribers.net (RE: related document(s)61 Transcript Order Form (Public Request)). (pw) (Entered: 08/24/2023)
08/24/2023	63	Acknowledgment of Request for Transcript Received on 8/24/2023. (RE: related document(s)61 Transcript Order Form (Public Request)). (Gottlieb, Jason) (Entered: 08/24/2023)
08/25/2023	64	Transcript regarding Hearing Held 8/22/2023 RE: Motions Hearing. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. Until that time the transcript may be viewed at the Bankruptcy Court or a copy may be obtained from the official court transcriber, 800-257-0885. . Notice of Intent to Request Redaction Deadline Due By 9/1/2023. Redaction Request Due By 09/15/2023. Redacted Transcript Submission Due By 09/25/2023. Transcript access will be restricted through 11/27/2023. (Gottlieb, Jason) (Entered: 08/25/2023)
08/25/2023	65	Notice of Voluntary Dismissal *Without Prejudice of Ace Limited* Case Management Action due after 09/8/2023. Filed by Plaintiff The Roman Catholic Bishop of Oakland. (Ridley, Eileen) (Entered: 08/25/2023)
08/25/2023	66	Notice of Voluntary Dismissal *of Insurance Company of America without prejudice* Case Management Action due after 09/8/2023. Filed by Plaintiff The Roman Catholic Bishop of Oakland. (Ridley, Eileen) (Entered: 08/25/2023)

08/27/2023	67	BNC Certificate of Mailing (RE: related document(s) 64 Transcript). Notice Date 08/27/2023. (Admin.) (Entered: 08/27/2023)
08/31/2023	68	Joint Stipulation to Extend Time *to Respond to Adversary Complaint* Filed by Defendant Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB). (Hehir, Elizabeth) (Entered: 08/31/2023)
08/31/2023	69	Motion *To Dismiss The First Amended Complaint For Breach Of Contract And Declaratory Judgment Relief* Filed by Defendant CNA Insurance Company. (Attachments: # 1 Memorandum of Points and Authorities) (Plevin, Mark) (Entered: 08/31/2023)
08/31/2023	70	Notice of Hearing *on Motion to Dismiss The First Amended Complaint For Breach Of Contract And Declaratory Judgment Relief* (RE: related document(s)69 Motion Miscellaneous Relief filed by Defendant CNA Insurance Company). **Hearing scheduled for 10/18/2023 at 10:30 AM in/via Oakland Room 220 - Lafferty.** Filed by Defendant CNA Insurance Company. (Plevin, Mark) (Entered: 08/31/2023)
08/31/2023	71	Jury Demand by Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061. Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Reinhardt, Nathan) (Entered: 08/31/2023)
08/31/2023	72	Certificate of Service . Filed by Defendant CNA Insurance Company (Plevin, Mark). Related document(s) 69 Motion *To Dismiss The First Amended Complaint For Breach Of Contract And Declaratory Judgment Relief* filed by Defendant CNA Insurance Company, 70 Notice of Hearing filed by Defendant CNA Insurance Company. Modified on 9/1/2023 (pw). (Entered: 08/31/2023)
08/31/2023	73	Notice Regarding Zoom Webinar Information for In-Person Hearing Scheduled on **9/6/2023 at 10:30 AM in Courtroom 220 - Lafferty** (RE: related document(s)3 Summons Issued). (cf) (Entered: 08/31/2023)
08/31/2023	74	Motion to Dismiss Adversary Proceeding */ Or for a More Definite Statement* Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company. (Rinehart, Karen) DEFECTIVE ENTRY: Notice of Hearing or Opportunity for Hearing must be filed separately. Modified on 9/1/2023 (pw). (Entered: 08/31/2023)
08/31/2023	75	Certificate of Service (RE: related document(s)74 Motion to Dismiss Adversary Proceeding). Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 08/31/2023)
09/01/2023	76	Certificate of Service (RE: related document(s)71 Jury Demand). Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Reinhardt, Nathan) (Entered: 09/01/2023)
09/01/2023	77	Disclosure Statement *(with COS attached)* Filed by Defendant CNA Insurance Company. (Plevin, Mark) (Entered: 09/01/2023)

09/01/2023	78	Answer to Complaint Filed by Travelers Casualty & Surety Company. (Wolf, Alyssa) (Entered: 09/01/2023)
09/01/2023	79	Corporate Ownership Statement. . Filed by Creditor Travelers Casualty & Surety Company (Wolf, Alyssa) (Entered: 09/01/2023)
09/01/2023	80	Application for Admission of Attorney Pro Hac Vice *Harris B. Winsberg*. Fee Amount $317 (Winsberg, Harris) (Entered: 09/01/2023)
09/01/2023		Receipt of filing fee for Application for Admission of Attorney Pro Hac Vice(23-04028) [motion,mprohac] (317.00). Receipt number A32740490, amount $ 317.00 (re: Doc# 80 Application for Admission of Attorney Pro Hac Vice *Harris B. Winsberg*. Fee Amount $317) (U.S. Treasury) (Entered: 09/01/2023)
09/01/2023	81	Application for Admission of Attorney Pro Hac Vice *Todd C. Jacobs*. Fee Amount $317 (Jacobs, Todd) (Entered: 09/01/2023)
09/01/2023		Receipt of filing fee for Application for Admission of Attorney Pro Hac Vice(23-04028) [motion,mprohac] (317.00). Receipt number A32740518, amount $ 317.00 (re: Doc# 81 Application for Admission of Attorney Pro Hac Vice *Todd C. Jacobs*. Fee Amount $317) (U.S. Treasury) (Entered: 09/01/2023)
09/01/2023	82	Application for Admission of Attorney Pro Hac Vice *John E. Bucheit*. Fee Amount $317 (Bucheit, John) (Entered: 09/01/2023)
09/01/2023		Receipt of filing fee for Application for Admission of Attorney Pro Hac Vice(23-04028) [motion,mprohac] (317.00). Receipt number A32740546, amount $ 317.00 (re: Doc# 82 Application for Admission of Attorney Pro Hac Vice *John E. Bucheit*. Fee Amount $317) (U.S. Treasury) (Entered: 09/01/2023)
09/01/2023	83	Application for Admission of Attorney Pro Hac Vice *Matthew M. Weiss*. Fee Amount $317 (Weiss, Matthew) (Entered: 09/01/2023)
09/01/2023		Receipt of filing fee for Application for Admission of Attorney Pro Hac Vice(23-04028) [motion,mprohac] (317.00). Receipt number A32740575, amount $ 317.00 (re: Doc# 83 Application for Admission of Attorney Pro Hac Vice *Matthew M. Weiss*. Fee Amount $317) (U.S. Treasury) (Entered: 09/01/2023)
09/01/2023	84	Objection *to the Committee's Proposed Intervention Order*. Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Attachments: # 1 Declaration # 2 Exhibit A # 3 Exhibit B # 4 Certificate of Service) (Reinhardt, Nathan). Related document(s) 15 Motion to Intervene filed by Creditor Committee Official Committee of Unsecured Creditors. Modified on 9/5/2023 (pw). (Entered: 09/01/2023)
09/01/2023	85	Notice Regarding *Appearance and Request for Service of Notices and Papers* Filed by Defendant Westport Insurance Corporation f/k/a Employers Reinsurance Corporation. (Roberts, Matthew) (Entered: 09/01/2023)
09/01/2023	86	Corporate Ownership Statement. Corporate Parent, Swiss Re America Holding Corporation, Swiss Re Solutions Holding Corporation, Swiss Reinsurance Company Ltd. added to the case. . Filed by Defendant Westport Insurance Corporation f/k/a Employers Reinsurance Corporation (Curet, Blaise) (Entered:

		09/01/2023)
09/05/2023	87	Response *to the Insurers' Objection to the Committee's Proposed Intervention Order* (RE: related document(s)84 Objection). Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Declaration of Jesse Bair in Support of the Committee's Response to the Insurers' Objection to the Committee's Proposed Intervention Order # 2 Exhibit A # 3 Exhibit B # 4 Exhibit C) (Albert, Gabrielle). Related document(s) 15 Motion to Intervene filed by Creditor Committee Official Committee of Unsecured Creditors. Modified on 9/6/2023 (pw). (Entered: 09/05/2023)
09/05/2023	88	Corporate Ownership Statement. Corporate Parent, Crum & Forster Holdings Corp., FFHL Group Ltd, Fairfax (US) Inc., Fairfax Financial Holdings Limited added to the case. . Filed by Defendant United States Fire Insurance (Wall, Travis) (Entered: 09/05/2023)
09/06/2023	89	Transcript Order Form regarding Hearing Date 9/6/2023. Filed by Creditor Committee Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 09/06/2023)
09/06/2023		Hearing Continued (related document(s): 2 Amended Complaint filed by The Roman Catholic Bishop of Oakland) Minutes of Proceeding: Parties to continue with ongoing discussions regarding the issues raised on the record. **Scheduling Conference Continued to 09/26/2023 at 09:30 AM in/via Oakland Room 220 - Lafferty.** (cf) (Entered: 09/06/2023)
09/06/2023	90	Notice of Hearing (RE: related document(s)74 Motion to Dismiss Adversary Proceeding */ Or for a More Definite Statement* Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company. (Rinehart, Karen) DEFECTIVE ENTRY: Notice of Hearing or Opportunity for Hearing must be filed separately. Modified on 9/1/2023 (pw).). **Hearing scheduled for 10/18/2023 at 10:30 AM in/via Oakland Room 220 - Lafferty.** Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity (Rinehart, Karen) (Entered: 09/06/2023)
09/06/2023	91	The Audio File attached to the PDF includes several hearings. Court Date & Time [9/6/2023 10:30:02 AM]. File Size [33700 KB]. Run Time [01:10:12]. (admin). (Entered: 09/06/2023)
09/06/2023	92	Certificate of Service (RE: related document(s)74 Motion to Dismiss Adversary Proceeding, 90 Notice of Hearing). Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 09/06/2023)
09/07/2023	93	Order Granting Application for Admission of Attorney Pro Hac Vice (Related Doc # 80). (cf) (Entered: 09/07/2023)
09/07/2023	94	Order Granting Application for Admission of Attorney Pro Hac Vice (Related Doc # 81). (cf) (Entered: 09/07/2023)
09/07/2023	95	Order Granting Application for Admission of Attorney Pro Hac Vice (Related Doc # 82). (cf) (Entered: 09/07/2023)

09/07/2023	96	Order Granting Application for Admission of Attorney Pro Hac Vice (Related Doc # 83). (cf) (Entered: 09/07/2023)
09/07/2023	97	Order Granting the Official Committee of Unsecured Creditors' Motion to Intervene (Related Doc # 15). (cf) (Entered: 09/07/2023)
09/09/2023		Transcript Record Transmittal (Court transcript records have been uploaded) for Order Number: 23-04028-89 Regarding Hearing Date: 9/6/2023. Transcription Service Provider: e-Scribers, Contact Information: sales@escribers.net (RE: related document(s)89 Transcript Order Form (Public Request)). (pw) (Entered: 09/09/2023)
09/11/2023	98	Acknowledgment of Request for Transcript Received on 9/11/2023. (RE: related document(s)89 Transcript Order Form (Public Request)). (Gottlieb, Jason) (Entered: 09/11/2023)
09/11/2023	99	Application for Admission of Attorney Pro Hac Vice . Fee Amount $317. (Attachments: # 1 Proposed Order-FRBP 4001) (pw) (Entered: 09/11/2023)
09/11/2023		Receipt of Pro Hac Vice Fee. Amount 317.00 from Parker Hudson. Receipt Number 41000004. (admin) (Entered: 09/12/2023)
09/12/2023	100	Transcript regarding Hearing Held 9/6/2023 RE: Motion Hearing. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. Until that time the transcript may be viewed at the Bankruptcy Court or a copy may be obtained from the official court transcriber, 800-257-0885. . Notice of Intent to Request Redaction Deadline Due By 9/19/2023. Redaction Request Due By 10/3/2023. Redacted Transcript Submission Due By 10/13/2023. Transcript access will be restricted through 12/11/2023. (Gottlieb, Jason) (Entered: 09/12/2023)
09/13/2023	101	Stipulation, Extension of Time for CIGA to Answer or Otherwise Respond to the First Amended Complaint Filed by Plaintiff The Roman Catholic Bishop of Oakland. (Attachments: # 1 Exhibit A - [Proposed] Order) (Ridley, Eileen) (Entered: 09/13/2023)
09/14/2023	102	Stipulation, - Stipulation for Extension of Time to Respond to First Amended Complaint for Breach of Contract and Declaratory Judgment Relief Filed by Defendant Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB). (Hehir, Elizabeth) (Entered: 09/14/2023)
09/14/2023	103	BNC Certificate of Mailing (RE: related document(s) 100 Transcript). Notice Date 09/14/2023. (Admin.) (Entered: 09/14/2023)
09/15/2023	104	Order Granting Application for Admission of Attorney Pro Hac Vice (Related Doc # 99). (cf) (Entered: 09/15/2023)
09/26/2023	105	Transcript Order Form regarding Hearing Date 9/26/2023 (RE: related document(s)2 Amended Complaint). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 09/26/2023)

09/26/2023	106	Motion to Dismiss Party Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 09/26/2023)
09/26/2023	107	Motion *Request for Judicial Notice* Filed by Defendant California Insurance Guarantee Association. (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit) (Compean, Michael) (Entered: 09/26/2023)
09/26/2023		Hearing Continued (related document(s): 2 Amended Complaint filed by The Roman Catholic Bishop of Oakland) Minutes of Proceeding: Matter continued pending the Motions to Dismiss and the proceedings in the main bankruptcy case #23-40523. **Scheduling Conference Continued to 10/18/2023 at 10:30 AM in/via Oakland Room 220 - Lafferty.** (cf) (Entered: 09/26/2023)
09/26/2023	108	The Audio File attached to the PDF includes several hearings. Court Date & Time [9/26/2023 9:30:01 AM]. File Size [70338 KB]. Run Time [02:26:32]. (admin). (Entered: 09/26/2023)
09/27/2023	109	Notice of Hearing (RE: related document(s)106 Motion to Dismiss Party filed by Defendant California Insurance Guarantee Association, 107 Motion Miscellaneous Relief filed by Defendant California Insurance Guarantee Association). **Hearing scheduled for 11/8/2023 at 10:30 AM in/via Oakland Room 220 - Lafferty.** Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 09/27/2023)
09/28/2023		Transcript Record Transmittal (Court transcript records have been uploaded) for Order Number: 23-04028-105 Regarding Hearing Date: 9/26/2023. Transcription Service Provider: e-Scribers, Contact Information: sales@escribers.net (RE: related document(s)105 Transcript Order Form (Public Request) filed by Plaintiff Official Committee of Unsecured Creditors). (pw) (Entered: 09/28/2023)
09/28/2023	110	Acknowledgment of Request for Transcript Received on 9/28/2023. (RE: related document(s)105 Transcript Order Form (Public Request)). (Gottlieb, Jason) (Entered: 09/28/2023)
09/28/2023	111	Stipulation, for Extension of Time to Respond to First Amended Complaint *for Breach of Contract and Declaratory Judgment Relief* Filed by Defendant Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB) (RE: related document(s)102 Stipulation for Miscellaneous Relief filed by Defendant Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB)). (Hehir, Elizabeth) (Entered: 09/28/2023)
09/29/2023	112	Transcript regarding Hearing Held 9/26/2023 RE: Proceedings. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. Until that time the transcript may be viewed at the Bankruptcy Court or a copy may be obtained from the official court transcriber, eScribers, LLC. . Notice of Intent to Request Redaction Deadline Due By 10/6/2023. Redaction Request Due By 10/20/2023. Redacted Transcript Submission Due By 10/30/2023. Transcript access will be restricted through 12/28/2023. (Gottlieb, Jason) (Entered: 09/29/2023)
10/01/2023	113	BNC Certificate of Mailing (RE: related document(s) 112 Transcript). Notice Date 10/01/2023. (Admin.) (Entered: 10/01/2023)

10/04/2023	114	Response *to the Insurers' Motions to Dismiss* (RE: related document(s)69 Motion Miscellaneous Relief, 74 Motion to Dismiss Adversary Proceeding). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 10/04/2023)
10/04/2023	115	Brief/Memorandum in Opposition to (RE: related document(s)74 Motion to Dismiss Adversary Proceeding). Filed by Plaintiff The Roman Catholic Bishop of Oakland (Ridley, Eileen) (Entered: 10/04/2023)
10/04/2023	116	Request To Take Judicial Notice *in Support of Opposition to Certain Insurers' Motions to Dismiss* (RE: related document(s)115 Opposition Brief/Memorandum). Filed by Plaintiff The Roman Catholic Bishop of Oakland (Attachments: # 1 Exhibit A) (Ridley, Eileen). Related document(s) 74 Motion to Dismiss Adversary Proceeding / *Or for a More Definite Statement* filed by Defendant Insurance Company of North America, Defendant Westchester Fire Insurance Company, Defendant Pacific Indemnity, Defendant Pacific Employers Insurance. Modified on 10/4/2023 (pw). (Entered: 10/04/2023)
10/04/2023	117	Brief/Memorandum in Opposition to (RE: related document(s)69 Motion Miscellaneous Relief). Filed by Plaintiff The Roman Catholic Bishop of Oakland (Ridley, Eileen) (Entered: 10/04/2023)
10/10/2023	118	Notice of Voluntary Dismissal *Without Prejudice of Defendant Certain Underwriters at Lloyds of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB) (Beazley)* Case Management Action due after 10/24/2023. Filed by Plaintiff The Roman Catholic Bishop of Oakland. (Ridley, Eileen) (Entered: 10/10/2023)
10/11/2023	119	Notice of Appearance and Request for Notice by Jullian Sekona. Filed by Plaintiff Official Committee of Unsecured Creditors (Sekona, Jullian) (Entered: 10/11/2023)
10/11/2023	120	Reply *In Support of Their Motion to Dismiss the First Amended Complaint for Breach of Contract and Declaratory Judgment Relief (w/COS)* (RE: related document(s)69 Motion Miscellaneous Relief). Filed by Defendant CNA Insurance Company (Plevin, Mark) (Entered: 10/11/2023)
10/11/2023	121	Request To Take Judicial Notice / *MOVING INSURERS' REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION TO DISMISS OR FOR A MORE DEFINITE STATEMENT*. Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Attachments: # 1 Exhibit A # 2 Exhibit B) (Rinehart, Karen). Related document(s) 74 Motion to Dismiss Adversary Proceeding / *Or for a More Definite Statement* filed by Defendant Insurance Company of North America, Defendant Westchester Fire Insurance Company, Defendant Pacific Indemnity, Defendant Pacific Employers Insurance. Modified on 10/12/2023 (pw). (Entered: 10/11/2023)
10/11/2023	122	Reply *MEMORANDUM IN FURTHER SUPPORT OF MOTION TO DISMISS OR FOR A MORE DEFINITE STATEMENT* (RE: related document(s)74 Motion to Dismiss Adversary Proceeding). Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 10/11/2023)

10/12/2023	123	Case Management Conference Statement */Plaintiff's Rule 26 Case Management Statement*. Filed by Plaintiff The Roman Catholic Bishop of Oakland (Ridley, Eileen) (Entered: 10/12/2023)
10/13/2023	124	Motion for Protective Order Filed by Plaintiff The Roman Catholic Bishop of Oakland. (Attachments: # 1 Proposed Order-FRBP 4001 /Ex. A # 2 Exhibit B) (Ridley, Eileen) (Entered: 10/13/2023)
10/13/2023	125	Declaration of Matthew D. Lee in in Support of (RE: related document(s)124 Motion for Protective Order). Filed by Plaintiff The Roman Catholic Bishop of Oakland (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F) (Ridley, Eileen) (Entered: 10/13/2023)
10/13/2023	126	Ex Parte Motion to Shorten Time Filed by Plaintiff The Roman Catholic Bishop of Oakland (RE: related document(s)124 Motion for Protective Order filed by Plaintiff The Roman Catholic Bishop of Oakland). (Attachments: # 1 Declaration of Shane J. Moses # 2 Proposed Order-FRBP 4001 /Ex. A) (Moses, Shane) (Entered: 10/13/2023)
10/17/2023	127	Certificate of Service *re 1) RCBO's Response and Opposition to Pacific Indemnity Company, Century Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company, and Westchester Fire Insurance Company's Motion to Dismiss or for More Definite Statement; 2) RCBO's Request for Judicial Notice in Support of Opposition to Certain Insurers' Motions to Dismiss; and 3) Debtor's Opposition to Certain Excess Insurers' Motion to Dismiss the First Amended Complaint for Breach of Contract and Declaratory Judgment Relief* Filed by Other Prof. Kurtzman Carson Consultants LLC (related document(s)115 Opposition Brief/Memorandum, 116 Request To Take Judicial Notice, 117 Opposition Brief/Memorandum). (Gershbein, Evan) (Entered: 10/17/2023)
10/17/2023	128	Certificate of Service *re Rule 26 Case Management Statement [Plaintiff/Debtors Submission]* Filed by Other Prof. Kurtzman Carson Consultants LLC (related document(s)123 Case Management Conference Statement). (Gershbein, Evan) (Entered: 10/17/2023)
10/18/2023	129	Transcript Order Form regarding Hearing Date 10/18/2023 (RE: related document(s)69 Motion Miscellaneous Relief, 74 Motion to Dismiss Adversary Proceeding, 90 Notice of Hearing). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 10/18/2023)
10/18/2023	130	Case Management Conference Statement *(Insurer Defendants Rule 26(f) Case Management Statement)*. Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 10/18/2023)
10/18/2023		Hearing Held. Minutes of Proceeding: Regarding the two Motions to Dismiss, the matters are taken under submission. The **Scheduling Conference will be continued to 11/17/2023 at 09:00 AM in/via Oakland Room 220 - Lafferty.** Any joint or individual reports to be filed by 11/10/2023. (related document(s): 2 Amended Complaint, 69 Motion to Dismiss the First Amended Complaint For Breach Of Contract And Declaratory Judgment Relief, 74 Motion to Dismiss Adversary Proceeding, or for a More Definite Statement) (cf) (Entered: 10/18/2023)

10/18/2023	131	The Audio File attached to the PDF includes several hearings. Court Date & Time [10/18/2023 10:30:14 AM]. File Size [79803 KB]. Run Time [02:46:15]. (admin). (Entered: 10/18/2023)
10/19/2023	132	Certificate of Service *re 1) Plaintiff's Motion for Entry of Protective Order; 2) Declaration of Matthew D. Lee in Support of Plaintiff's Motion for Entry of Protective Order; and 3) Ex Parte Application for Order Shortening Time for Notice of Hearing on Plaintiff's Motion for Entry of Protective Order* Filed by Other Prof. Kurtzman Carson Consultants LLC (related document(s)124 Motion for Protective Order, 125 Declaration, 126 Motion to Shorten Time). (Gershbein, Evan) (Entered: 10/19/2023)
10/20/2023		Transcript Record Transmittal (Court transcript records have been uploaded) for Order Number: 23-04028-129 Regarding Hearing Date: 10/18/2023. Transcription Service Provider: e-Scribers, Contact Information: sales@escribers.net (RE: related document(s)129 Transcript Order Form (Public Request)). (pw) (Entered: 10/20/2023)
10/23/2023	133	Acknowledgment of Request for Transcript Received on 10/23/2023. (RE: related document(s)129 Transcript Order Form (Public Request)). (Gottlieb, Jason) (Entered: 10/23/2023)
10/24/2023	134	Transcript regarding Hearing Held 10/18/2023 RE: MOTION TO DISMISS. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. Until that time the transcript may be viewed at the Bankruptcy Court or a copy may be obtained from the official court transcriber, eScribers LLC. . Notice of Intent to Request Redaction Deadline Due By 10/31/2023. Redaction Request Due By 11/14/2023. Redacted Transcript Submission Due By 11/27/2023. Transcript access will be restricted through 01/22/2024. (Gottlieb, Jason) (Entered: 10/24/2023)
10/24/2023	135	Joinder *to Debtor's Motion for Protective Order* (RE: related document(s)124 Motion for Protective Order). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 10/24/2023)
10/25/2023	136	Brief/Memorandum in Opposition to (RE: related document(s)106 Motion to Dismiss Party). Filed by Plaintiff The Roman Catholic Bishop of Oakland (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27) (Ridley, Eileen) (Entered: 10/25/2023)
10/25/2023	137	Joinder *of the Official Committee of Unsecured Creditors to Debtor's Opposition to CIGA's Motion to Dismiss or for a More Definitive Statement* (RE: related document(s)106 Motion to Dismiss Party, 136 Opposition Brief/Memorandum). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 10/25/2023)

10/25/2023	138	Statement of Michael Kaplan re Proposed Scheduling Order (RE: related document(s)124 Motion for Protective Order). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 10/25/2023)
10/26/2023	139	Response *to Certification of Michal A. Kaplan in Support of Proposed Scheduling Order* (RE: related document(s)138 Statement). Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity (Rinehart, Karen) (Entered: 10/26/2023)
10/26/2023	140	BNC Certificate of Mailing (RE: related document(s) 134 Transcript). Notice Date 10/26/2023. (Admin.) (Entered: 10/26/2023)
10/30/2023	141	Certificate of Service *re Debtor's Opposition to Motion of Defendant California Insurance Guarantee Association to Dismiss Adversarial Complaint or Alternatively for a More Definite Statement* Filed by Other Prof. Kurtzman Carson Consultants LLC (related document(s)136 Opposition Brief/Memorandum). (Gershbein, Evan) (Entered: 10/30/2023)
11/01/2023	142	Notice of Appearance and Request for Notice by Betty Luu. Filed by Defendant Certain Underwriters at Lloyd's of London Subscribing to Slip Nos. CU 1001, K66034, K78138 and CU 3061 (Luu, Betty) (Entered: 11/01/2023)
11/01/2023	143	Motion to Dismiss Party *Reply* Filed by Defendant California Insurance Guarantee Association. (Compean, Michael). Related document(s) 106 Motion to Dismiss Party filed by Defendant California Insurance Guarantee Association. Modified on 11/2/2023 (pw). (Entered: 11/01/2023)
11/02/2023	144	Scheduling Order (RE: related document(s)2 Amended Complaint, 69 Motion Miscellaneous Relief, 74 Motion to Dismiss Adversary Proceeding, 124 Motion for Protective Order, 138 Statement). **Hearings Continued to 11/14/2023 at 09:00 AM Oakland Room 220 - Lafferty.** (cf). (Entered: 11/02/2023)
11/03/2023	145	Objection */ Insurers' Objection to Plaintiff's Motion for Entry of Protective Order* (RE: related document(s)124 Motion for Protective Order, 135 Joinder). Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 11/03/2023)
11/08/2023	146	Transcript Order Form regarding Hearing Date 11/8/2023 (RE: related document(s)106 Motion to Dismiss Party, 107 Motion Miscellaneous Relief). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 11/08/2023)
11/08/2023	147	The Audio File attached to the PDF includes several hearings. Court Date & Time [11/8/2023 10:30:05 AM]. File Size [32218 KB]. Run Time [01:07:07]. (admin). (Entered: 11/08/2023)

11/08/2023		Hearing Held. Minutes of Proceeding: For reasons stated on the record, the Motion to Dismiss is granted. Counsel for Plaintiff to amend the 1st and 2nd causes of action. The amendments are due by 11/28/2023. (related document(s): 106 Motion to Dismiss Party filed by California Insurance Guarantee Association, 107 Motion Miscellaneous Relief filed by California Insurance Guarantee Association) (cf) (Entered: 11/09/2023)
11/09/2023	148	Reply *Reply in Support of Plaintiffs Motion For Entry of Protective Order* (RE: related document(s)124 Motion for Protective Order, 145 Objection). Filed by Plaintiff The Roman Catholic Bishop of Oakland (Moses, Shane) (Entered: 11/09/2023)
11/10/2023	149	Case Management Conference Statement *(Rule 26(f)*. Filed by Creditor Travelers Casualty & Surety Company (Haevernick, Joshua) (Entered: 11/10/2023)
11/10/2023	150	Case Management Conference Statement *Revised Rule 26 Case Management Statement [Plaintiff/Debtors Submission] for November 14, 2023, Scheduling Conference*. Filed by Plaintiff The Roman Catholic Bishop of Oakland (Moses, Shane) (Entered: 11/10/2023)
11/10/2023	151	Amended Case Management Conference Statement *Insurer Defendants Amended Rule 26(F) Case Managment Statement*. Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 11/10/2023)
11/14/2023	152	Transcript Order Form regarding Hearing Date 11/14/2023 (RE: related document(s)124 Motion for Protective Order). Filed by Plaintiff Official Committee of Unsecured Creditors (Albert, Gabrielle) (Entered: 11/14/2023)
11/14/2023	153	The Audio File attached to the PDF includes several hearings. Court Date & Time [11/14/2023 9:00:01 AM]. File Size [109429 KB]. Run Time [03:47:59]. (admin). (Entered: 11/14/2023)
11/14/2023		Hearing Held. Minutes of Proceeding: For reasons stated on the record, both the Primary and Excess Insurers' Motions to Dismiss are granted with leave to amend. Counsel for Plaintiff to file an amended complaint by 12/18/2023 consistent with the directions and terms discussed during the hearing. Any responses to the amended complaint are due by 1/16/2024. Regarding the protective order, Mr. Schiavoni to submit an order that incorporates the additonal terms and language raised on the record. Parties to meet and confer re: discovery and case related deadlines and update the Court. (related document(s): 69 Motion Miscellaneous Relief filed by CNA Insurance Company, 74 Motion to Dismiss Adversary Proceeding filed by Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company, 124 Motion for Protective Order filed by The Roman Catholic Bishop of Oakland) (cf) (Entered: 11/15/2023)
11/16/2023		Transcript Record Transmittal (Court transcript records have been uploaded) for Order Number: 23-04028-146 Regarding Hearing Date: 11/8/2023. Transcription Service Provider: e-Scribers, Contact Information: sales@escribers.net (RE: related document(s)146 Transcript Order Form (Public Request) filed by Plaintiff Official Committee of Unsecured Creditors). (pw) (Entered: 11/16/2023)

11/16/2023	154	Acknowledgment of Request for Transcript Received on 11/16/2023. (RE: related document(s)146 Transcript Order Form (Public Request)). (Gottlieb, Jason) (Entered: 11/16/2023)
11/17/2023	155	Transcript regarding Hearing Held 11/8/2023 RE: Motion Hearing. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. Until that time the transcript may be viewed at the Bankruptcy Court or a copy may be obtained from the official court transcriber, 256-529-4538. . Notice of Intent to Request Redaction Deadline Due By 11/27/2023. Redaction Request Due By 12/8/2023. Redacted Transcript Submission Due By 12/18/2023. Transcript access will be restricted through 02/15/2024. (Gottlieb, Jason) (Entered: 11/17/2023)
11/17/2023		Transcript Record Transmittal (Court transcript records have been uploaded) for Order Number: 23-04028-152 Regarding Hearing Date: 11/14/2023. Transcription Service Provider: e-Scribers, Contact Information: sales@escribers.net (RE: related document(s)152 Transcript Order Form (Public Request) filed by Plaintiff Official Committee of Unsecured Creditors). (pw) (Entered: 11/17/2023)
11/17/2023	156	Acknowledgment of Request for Transcript Received on 11/17/2023. (RE: related document(s)152 Transcript Order Form (Public Request)). (Gottlieb, Jason) (Entered: 11/17/2023)
11/19/2023	157	BNC Certificate of Mailing (RE: related document(s) 155 Transcript). Notice Date 11/19/2023. (Admin.) (Entered: 11/19/2023)
11/20/2023	158	Transcript regarding Hearing Held 11/14/2023 RE: Motion Hearing. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. Until that time the transcript may be viewed at the Bankruptcy Court or a copy may be obtained from the official court transcriber, 800-257-0885. . Notice of Intent to Request Redaction Deadline Due By 11/27/2023. Redaction Request Due By 12/11/2023. Redacted Transcript Submission Due By 12/21/2023. Transcript access will be restricted through 02/20/2024. (Gottlieb, Jason) (Entered: 11/20/2023)
11/23/2023	159	BNC Certificate of Mailing (RE: related document(s) 158 Transcript). Notice Date 11/23/2023. (Admin.) (Entered: 11/23/2023)
12/12/2023	160	Document: / *CERTIFICATION of COUNSEL Regarding Order Granting Insurers' Motion to Dismiss*. (RE: related document(s)69 Motion Miscellaneous Relief, 74 Motion to Dismiss Adversary Proceeding. Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen). Modified on 12/12/2023 (pw). (Entered: 12/12/2023)
12/18/2023	161	Amended Complaint */Second Amended Complaint for Declaratory Judgment Relief, Breach of Contract, and Breach of Statutory Duty* by Eileen Ridley on behalf of The Roman Catholic Bishop of Oakland against Travelers Casualty & Surety Company, Westport Insurance Corporation, Continental Casualty Company, California Insurance Guarantee Association, Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, United States Fire Insurance, Westchester Fire Insurance Company. Added the following nature of suit(s): Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy);Declaratory judgment; (Attachments: # 1 Exhibit A)

		(Ridley, Eileen) (Entered: 12/18/2023)
01/08/2024	162	Notice Regarding *of Appearance and Request for Notice* Filed by Defendant Westport Insurance Corporation f/k/a Employers Reinsurance Corporation. (Roberts, Matthew) (Entered: 01/08/2024)
01/12/2024	163	Amended Complaint */Third Amended Complaint for Declaratory Judgment Relief, Breach of Contract, and Breach of Statutory Duty* by Eileen Ridley on behalf of The Roman Catholic Bishop of Oakland against Certain Underwriters at Lloyds, London, Subscribing Severally and Not Jointly to Slip Nos. CU 1001 and K 66034 Issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 Is, California Insurance Guarantee Association, Continental Casualty Company, Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Travelers Casualty & Surety Company, United States Fire Insurance, Westchester Fire Insurance Company, Westport Insurance Corporation. (Attachments: # 1 Exhibit A) (Ridley, Eileen) (Entered: 01/12/2024)
01/25/2024	164	Answer to Complaint *(Third Amended)* Filed by Travelers Casualty & Surety Company. (Haevernick, Joshua) (Entered: 01/25/2024)
01/26/2024	165	Answer to Complaint *Third Amended for Breach of Contract, Declaratory Judgment Relief and Breach of Statutory Duty; Affirmative Defenses; Demand for Jury Trial* Filed by Westport Insurance Corporation f/k/a Employers Reinsurance Corporation. (Curet, Blaise) (Entered: 01/26/2024)
01/26/2024	166	First Notice of Hearing (RE: related document(s)1 Complaint filed by Plaintiff The Roman Catholic Bishop of Oakland). **Hearing scheduled for 3/13/2024 at 10:30 AM in/via Oakland Room 220 - Lafferty.** Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 01/26/2024)
01/26/2024	167	Second Motion to Dismiss Party Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 01/26/2024)
01/26/2024	168	Second Motion to Dismiss Adversary Proceeding *Request for Judicial Notice* Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 01/26/2024)
01/26/2024	169	Second Motion to Dismiss Party *Exhibits #1 #2 #3 to Request for Judicial Notice* Filed by Defendant California Insurance Guarantee Association. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3) (Compean, Michael) (Entered: 01/26/2024)
01/26/2024	170	Second Motion to Dismiss Party *Proposed Order for Motion to Dismiss* Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 01/26/2024)
01/26/2024	171	Motion to Dismiss Adversary Proceeding , Motion for More Definite Statement Filed by Defendant California Insurance Guarantee Association. (Attachments: # 1 Request for Judicial Notice # 2 Exhibit Exhibit 1 # 3 Exhibit Exhibit 2 # 4 Exhibit Exhibit 3 # 5 Proposed Order-FRBP 4001) (Compean, Michael) (Entered: 01/26/2024)

01/26/2024	172	Notice of Hearing (RE: related document(s)171 Motion to Dismiss Adversary Proceeding filed by Defendant California Insurance Guarantee Association, Motion for More Definite Statement). **Hearing scheduled for 3/13/2024 at 10:30 AM in/via Oakland Room 220 - Lafferty.** Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 01/26/2024)
01/26/2024	173	Motion to Dismiss Adversary Proceeding *Third Amended Complaint* Filed by Defendant Continental Casualty Company. (Attachments: # 1 Memorandum of Points and Authorities) (Plevin, Mark) (Entered: 01/26/2024)
01/26/2024	174	Notice of Hearing (RE: related document(s)173 Motion to Dismiss Adversary Proceeding filed by Defendant Continental Casualty Company). **Hearing scheduled for 3/27/2024 at 10:30 AM in/via Oakland Room 220 - Lafferty.** Filed by Defendant Continental Casualty Company. (Plevin, Mark) (Entered: 01/26/2024)
01/26/2024	175	Motion to Dismiss Adversary Proceeding Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company. (Attachments: # 1 Memorandum in Support of Motion to Dismiss Third Amended Complaint # 2 Request for Judicial Notice # 3 Exhibit 1 # 4 Exhibit 2 # 5 Exhibit 3 # 6 Exhibit 4 # 7 Exhibit 5 # 8 Exhibit 6 # 9 Exhibit Proposed Order) (Rinehart, Karen) (Entered: 01/26/2024)
01/26/2024	176	Notice of Hearing *on Motion to Dismiss Third Amended Complaint* (RE: related document(s)175 Motion to Dismiss Adversary Proceeding filed by Defendant Insurance Company of North America, Defendant Westchester Fire Insurance Company, Defendant Pacific Indemnity, Defendant Pacific Employers Insurance). **Hearing scheduled for 3/27/2024 at 10:30 AM in/via Oakland Room 220 - Lafferty.** Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company. (Rinehart, Karen) (Entered: 01/26/2024)
01/26/2024	177	Motion to File Redacted Document */to Seal a Certain Exhibit Attached to Request for Judicial Notice* (Attachments: # 1 Exhibit Proposed Order Granting Defendant Moving Insurers Motion to Seal a Certain Exhibit Attached to the Request for Judicial Notice) Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 01/26/2024)
01/26/2024	178	Proposed Redacted Document (RE: related document(s)177 Motion to File Redacted Document filed by Defendant Insurance Company of North America, Defendant Westchester Fire Insurance Company, Defendant Pacific Indemnity, Defendant Pacific Employers Insurance). Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 01/26/2024)
01/29/2024	179	Certificate of Service (RE: related document(s)165 Answer to Complaint). Filed by Defendant Westport Insurance Corporation f/k/a Employers Reinsurance Corporation (Curet, Blaise) (Entered: 01/29/2024)
01/29/2024	180	Notice Regarding *Withdrawal of Docket Entries* (RE: related document(s)167 Motion to Dismiss Party filed by Defendant California Insurance Guarantee Association, 168 Motion to Dismiss Adversary Proceeding filed by Defendant California Insurance Guarantee Association, 169 Motion to Dismiss Party filed by

		Defendant California Insurance Guarantee Association, 170 Motion to Dismiss Party filed by Defendant California Insurance Guarantee Association). Filed by Defendant California Insurance Guarantee Association. (Compean, Michael) (Entered: 01/29/2024)
01/29/2024		Fee Due Motion to Redact Previously Filed Document $ 28 (RE: related document(s)177 Motion to File Redacted Document filed by Defendant Insurance Company of North America, Defendant Westchester Fire Insurance Company, Defendant Pacific Indemnity, Defendant Pacific Employers Insurance). (pw) (Entered: 01/29/2024)
01/30/2024		Receipt of filing fee for Motion to Redact Previously Filed Document(23-04028) (28.00). Receipt number A32991213, amount $ 28.00 (re: Doc# 177 Motion to File Redacted Document */to Seal a Certain Exhibit Attached to Request for Judicial Notice*) (U.S. Treasury) (Entered: 01/30/2024)
01/30/2024	181	Certificate of Service (RE: related document(s)171 Motion to Dismiss Adversary Proceeding, Motion for More Definite Statement). Filed by Defendant California Insurance Guarantee Association (Compean, Michael). Related document(s) 172 Notice of Hearing filed by Defendant California Insurance Guarantee Association. Modified on 1/30/2024 (pw). (Entered: 01/30/2024)
01/30/2024	182	Certificate of Service (RE: related document(s)173 Motion to Dismiss Adversary Proceeding, 174 Notice of Hearing). Filed by Defendant Continental Casualty Company (Plevin, Mark) (Entered: 01/30/2024)
01/30/2024	183	Certificate of Service (RE: related document(s)175 Motion to Dismiss Adversary Proceeding, 176 Notice of Hearing). Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company (Rinehart, Karen) (Entered: 01/30/2024)
01/30/2024	184	Confidentiality and Protective Order (Related Doc # 124). (cf) (Entered: 02/01/2024)
02/02/2024	185	Motion for Withdrawal of Reference Fee Amount $199. Filed by Defendant Certain Underwriters at Lloyds, London, Subscribing Severally and Not Jointly to Slip Nos. CU 1001 and K 66034 Issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 Is. (Attachments: # 1 Memorandum of Points and Authorities) (Luu, Betty) (Entered: 02/02/2024)
02/02/2024		Receipt of filing fee for Motion for Withdrawal of Reference(23-04028) [motion,mwdref] (199.00). Receipt number A33000320, amount $ 199.00 (re: Doc# 185 Motion for Withdrawal of Reference Fee Amount $199.) (U.S. Treasury) (Entered: 02/02/2024)
02/02/2024	186	Notice Regarding (RE: related document(s)185 Motion for Withdrawal of Reference filed by Defendant Certain Underwriters at Lloyds, London, Subscribing Severally and Not Jointly to Slip Nos. CU 1001 and K 66034 Issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 Is). Filed by Defendant Certain Underwriters at Lloyds, London, Subscribing Severally and Not Jointly to Slip Nos. CU 1001 and K 66034 Issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 Is. (Luu, Betty) (Entered: 02/02/2024)

02/02/2024	187	Certificate of Service (RE: related document(s)185 Motion for Withdrawal of Reference, 186 Notice). Filed by Defendant Certain Underwriters at Lloyds, London, Subscribing Severally and Not Jointly to Slip Nos. CU 1001 and K 66034 Issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 Is (Luu, Betty) (Entered: 02/02/2024)
02/02/2024	188	Motion for Withdrawal of Reference *from Bankruptcy Court to District Court* Fee Amount $199. Filed by Defendants Insurance Company of North America, Pacific Employers Insurance, Pacific Indemnity, Westchester Fire Insurance Company. (Attachments: # 1 Memorandum of Points and Authorities # 2 Declaration of Justine M. Daniels in Support of Motion to Withdraw the Reference from Bankruptcy Court to District Court # 3 Exhibit 1 # 4 Exhibit 2 # 5 Exhibit 3 # 6 Exhibit 4 # 7 Exhibit 5 # 8 Exhibit 6 # 9 Exhibit 7 # 10 Exhibit 8 # 11 Exhibit 9 # 12 Exhibit 10 # 13 Exhibit 11) (Rinehart, Karen) (Entered: 02/02/2024)
02/02/2024		Receipt of filing fee for Motion for Withdrawal of Reference(23-04028) [motion,mwdref] (199.00). Receipt number A33000741, amount $ 199.00 (re: Doc# 188 Motion for Withdrawal of Reference *from Bankruptcy Court to District Court* Fee Amount $199.) (U.S. Treasury) (Entered: 02/02/2024)
02/02/2024	189	Joinder (RE: related document(s)188 Motion for Withdrawal of Reference). Filed by Defendant United States Fire Insurance (Wall, Travis) (Entered: 02/02/2024)