LOWENSTEIN SANDLER LLP
JEFFREY D. PROL (Admitted Pro Hac Vice)
jprol@lowenstein.com
BRENT WEISENBERG (Admitted Pro Hac Vice)
bweisenberg@lowenstein.com
One Lowenstein Drive
Roseland, New Jersey 07068
Telephone: (973) 597-2500

KELLER BENVENUTTI KIM LLP
TOBIAS S. KELLER (Cal. Bar No. 151445)
tkeller@kbkllp.com
GABRIELLE L. ALBERT (Cal. Bar No. 190895)
galbert@kbkllp.com
425 Market Street, 26th Floor
San Francisco, California 94105
Telephone: (415) 496-6723

Counsel for the Official Committee of Unsecured Creditors

BURNS BAIR LLP
TIMOTHY W. BURNS (Admitted Pro Hac Vice)
tburns@burnsbair.com
JESSE J. BAIR (Admitted Pro Hac Vice)
jbair@burnsbair.com
10 East Doty Street, Suite 600
Madison, Wisconsin 53703-3392
Telephone: (608) 286-2808

Special Insurance Counsel for the Official Committee of Unsecured Creditors

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In re: THE ROMAN CATHOLIC BISHOP OF OAKLAND, a California corporation sole, Debtor.	Bankruptcy Case No: 23-40523 WJL Chapter 11
THE ROMAN CATHOLIC BISHOP OF OAKLAND, Plaintiff, v. PACIFIC INDEMNITY, a Delaware corporation; *et al*., Defendants.	Adv. Proc. No. 23-04028 WJL Hon. William J. Lafferty **NOTICE OF FILING RESPONSES TO MOITON TO WITHDRAW THE REFERENCE**

PLEASE TAKE NOTICE that on February 21, 2024, the Official Committee of Unsecured Creditors of the Roman Catholic Bishop of Oakland filed the *Response to Motion to Withdraw the Reference* in the United States District Court for the Northern District of California in case numbers 3:24-cv-00709-JSC [District Court Dkt. No. 6] and 3:24-cv-00711-JSC [District Court Dkt. No. 3], attached hereto as **Exhibits A** and **B** respectively, in response to *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 CUR 3061's Motion to Withdraw the Reference* [Adv. Proc. Dkt. No. 185] (the "LMI Motion") and Pacific Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company and Westchester Fire Insurance Company, Westport Insurance Corporation, formerly known as Employers Reinsurance Corporation, Travelers Insurance Company, and California Insurance Guarantee Association's *Notice of Motion and Motion to Withdraw the Reference from Bankruptcy Court to District Court* [Adv. Proc. Dkt. No. 188] (the "Pacific Motion").[1]

Dated: February 22, 2024

KELLER BENVENUTTI KIM LLP
LOWENSTEIN SANDLER LLP
BURNS BAIR LLP

By: */s/ Gabrielle L. Albert*
Gabrielle L. Albert

[1] The LMI Motion and the Pacific Motion have been assigned different case numbers by the District Court. The Committee, therefore, filed identical statements under each of those case numbers.

Exhibit A

LOWENSTEIN SANDLER LLP
JEFFREY D. PROL (Admitted Pro Hac Vice)
jprol@lowenstein.com
BRENT WEISENBERG (Admitted Pro Hac Vice)
bweisenberg@lowenstein.com
One Lowenstein Drive
Roseland, New Jersey 07068
Telephone: (973) 597-2500

KELLER BENVENUTTI KIM LLP
TOBIAS S. KELLER (Cal. Bar No. 151445)
tkeller@kbkllp.com
GABRIELLE L. ALBERT (Cal. Bar No. 190895)
galbert@kbkllp.com
425 Market Street, 26th Floor
San Francisco, California 94105
Telephone: (415) 496-6723

Counsel for the Official Committee of Unsecured Creditors

BURNS BAIR LLP
TIMOTHY W. BURNS (Admitted Pro Hac Vice)
tburns@burnsbair.com
JESSE J. BAIR (Admitted Pro Hac Vice)
jbair@burnsbair.com
10 East Doty Street, Suite 600
Madison, Wisconsin 53703-3392
Telephone: (608) 286-2808

Special Insurance Counsel for the Official Committee of Unsecured Creditors

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE ROMAN CATHOLIC BISHOP OF OAKLAND, a California corporation sole, Debtor.	Case No. 3:24-cv-00709-JSC Hon. Jacqueline Scott Corley
THE ROMAN CATHOLIC BISHOP OF OAKLAND, Plaintiff, v. PACIFIC INDEMNITY, a Delaware corporation; TRAVELERS CASUALTY & SURETY COMPANY F/K/A AETNA CASUALTY & SURETY COMPANY, a Connecticut corporation; INSURANCE	Bankruptcy Case No: 23-40523 WJL Chapter 11 Adv. Proc. No. 23-04028 WJL Hon. William J. Lafferty **RESPONSE TO MOTION TO WITHDRAW THE REFERENCE**

COMPANY OF NORTH AMERICA, a Delaware corporation; UNITED STATES FIRE INSURANCE, a Delaware corporation; WESTPORT INSURANCE CORPORATION, a Delaware corporation; CONTINENTAL CASUALTY COMPANY, a Delaware corporation; PACIFIC EMPLOYERS INSURANCE, a Delaware corporation; WESTCHESTER FIRE INSURANCE COMPANY, a Pennsylvania corporation; the CALIFORNIA INSURANCE GUARANTEE ASSOCIATION, a state entity, and 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,

Defendants.

The Official Committee of Unsecured Creditors (the "**Committee**") of The Roman Catholic Bishop of Oakland (the "**Debtor**") files this Statement of No Objection (the "**Statement**") to the relief sought in the motions to withdraw the reference (jointly, the "**Motions**") filed by (i) 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 [Adv. Proc. Dkt. No. 185] ("**LMI**"); and (ii) Pacific Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company and Westchester Fire Insurance Company, Westport Insurance Corporation, formerly known as Employers Reinsurance Corporation ("**Westport**"), Travelers Insurance Company ("**Travelers**"), and California Insurance Guarantee Association ("**CIGA**") [Adv. Proc. Dkt. No. 188] (collectively, Pacific Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company and Westchester Fire Insurance Company, Westport Insurance Corporation, formerly known as Employers Reinsurance Corporation, Westport, Travelers and CIGA shall be referred to as the "**Pacific Insurers**"). United States Fire Insurance Company filed a joinder to the Pacific Insurers' motion [Adv. Pro. Dkt. No. 189]. LMI, the Pacific

Insurers, and United States Fire Insurance Company shall be referred to collectively as the "**Insurers**."[1]

From the outset of the Debtor's bankruptcy case, the Committee has stressed to the Bankruptcy Court the need for an expedient resolution so that the now adult survivors of childhood sexual abuse ("**Survivors**") may receive fair and equitable compensation from the Debtor and the Insurers for the grievous harm they suffered as children. To help accomplish the Committee's goal, the Committee was, and remains, supportive of the Debtor's request that its causes of action against the Insurers be promptly decided.[2]

Indeed, the Committee firmly believes that even resolving certain gating issues in the Debtor's litigation with the Insurers would provide a meaningful benefit to all of the parties. For example, a ruling regarding the impact (or lack thereof) of certain prior-executed settlement agreements involving the Debtor and certain of its insurers entered into as part of California's first Child Victim's Act Window in or around 2005 would assist the parties in achieving a successful global mediation which would, in turn, lead to a faster distribution to Survivors.

Unfortunately, while feigning a desire to be a part of the global solution, the Insurers have resisted every attempt to advance the adversary proceeding past the complaint/ answer stage. The Motions are the Insurers' most recent gambit. Rather than fight with the Insurers on ***where*** certain disputes are resolved, the Committee will not oppose the Insurers' request. The Committee does, however, feel strongly about ***when*** the disputes are resolved. Because, without resolution, the Committee fears the mediation parties will have diametrically different views of the Insurers' liability.

---

[1] LMI and the Pacific Insurers' motions were assigned different case numbers, 3:24-cv-00709-JSC and 3:24-cv-00711-JSC, respectively. Consequently, the Committee has filed the identical Statement under both case numbers. To the ends of judicial economy, and convenience of the parties, the motions should either be collectively granted or denied.

[2] The Debtor initiated an adversary proceeding, subsequently assigned case number 23-04028 WJL, against the Insurers on June 22, 2023. At issue in the adversary proceeding is the availability of the proceeds from the Debtor's many decades of insurance policies, including both primary and excess coverage, to compensate Survivors.

Indeed, advancing the adversary proceeding will promote settlement negotiations between the Insurers and Survivors and amplify the possibility of a mediated resolution. Litigation of the adversary proceeding will allow, if necessary, for the Insurers' alleged defenses to be tested before a court, providing a real threat of potential, adverse outcomes that could encourage settlement. And, while litigation will require estate expenditures, the Committee believes such expenditures are necessary to maximize the value of the Debtor's insurance assets and will ultimately expedite justice and increase recoveries for Survivors.

What is to come in the bankruptcy case is anyone's guess. But the Committee is hopeful that now having the dispute decided by the court of their choosing, the Insurers will cease stonewalling progress and move expeditiously with the Debtor and the Committee to allow for a prompt resolution of the adversary proceeding or make meaningful settlement offers in mediation so as to provide for the global resolution and settlement the Insurers assert they desire.

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

WHEREFORE, the Committee does not object to the Motions' request that the Court withdraw the reference of the entirety of the Adversary Proceeding to the United States District Court for the Northern District of California.

Dated: February 21, 2024

KELLER BENVENUTTI KIM LLP
LOWENSTEIN SANDLER LLP
BURNS BAIR LLP

By: */s/ Gabrielle L. Albert*
Gabrielle L. Albert

Tobias S. Keller
Gabrielle L. Albert

- and -

Jeffrey D. Prol (admitted pro hac vice)
Brent Weisenberg (admitted pro hac vice)

Counsel for the Official Committee of Unsecured Creditors

Timothy W. Burns (admitted pro hac vice)
Jesse J. Bair (admitted pro hac vice)

Special Insurance Counsel for the Official Committee of Unsecured Creditors

Exhibit B

LOWENSTEIN SANDLER LLP
JEFFREY D. PROL (Admitted Pro Hac Vice)
jprol@lowenstein.com
BRENT WEISENBERG (Admitted Pro Hac Vice)
bweisenberg@lowenstein.com
One Lowenstein Drive
Roseland, New Jersey 07068
Telephone: (973) 597-2500

KELLER BENVENUTTI KIM LLP
TOBIAS S. KELLER (Cal. Bar No. 151445)
tkeller@kbkllp.com
GABRIELLE L. ALBERT (Cal. Bar No. 190895)
galbert@kbkllp.com
425 Market Street, 26th Floor
San Francisco, California 94105
Telephone: (415) 496-6723

Counsel for the Official Committee of Unsecured Creditors

BURNS BAIR LLP
TIMOTHY W. BURNS (Admitted Pro Hac Vice)
tburns@burnsbair.com
JESSE J. BAIR (Admitted Pro Hac Vice)
jbair@burnsbair.com
10 East Doty Street, Suite 600
Madison, Wisconsin 53703-3392
Telephone: (608) 286-2808

Special Insurance Counsel for the Official Committee of Unsecured Creditors

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE ROMAN CATHOLIC BISHOP OF OAKLAND, a California corporation sole, Debtor.	Case No. 3:24-cv-00711-JSC Hon. Jacqueline Scott Corley
THE ROMAN CATHOLIC BISHOP OF OAKLAND, Plaintiff, v. PACIFIC INDEMNITY, a Delaware corporation; TRAVELERS CASUALTY & SURETY COMPANY F/K/A AETNA CASUALTY & SURETY COMPANY, a Connecticut corporation; INSURANCE	Bankruptcy Case No: 23-40523 WJL Chapter 11 Adv. Proc. No. 23-04028 WJL Hon. William J. Lafferty **NOTICE OF RESPONSE TO MOTION TO WITHDRAW THE REFERENCE**

COMPANY OF NORTH AMERICA, a Delaware corporation; UNITED STATES FIRE INSURANCE, a Delaware corporation; WESTPORT INSURANCE CORPORATION, a Delaware corporation; CONTINENTAL CASUALTY COMPANY, a Delaware corporation; PACIFIC EMPLOYERS INSURANCE, a Delaware corporation; WESTCHESTER FIRE INSURANCE COMPANY, a Pennsylvania corporation; the CALIFORNIA INSURANCE GUARANTEE ASSOCIATION, a state entity, and 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,

Defendants.

The Official Committee of Unsecured Creditors (the "**Committee**") of The Roman Catholic Bishop of Oakland (the "**Debtor**") files this Notice of Statement of No Objection (the "**Statement**") to the relief sought in the motions to withdraw the reference (jointly, the "**Motions**") filed by (i) 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 [Adv. Proc. Dkt. No. 185] ("**LMI**"); and (ii) Pacific Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company and Westchester Fire Insurance Company, Westport Insurance Corporation, formerly known as Employers Reinsurance Corporation ("**Westport**"), Travelers Insurance Company ("**Travelers**"), and California Insurance Guarantee Association ("**CIGA**") [Adv. Proc. Dkt. No. 188] (collectively, Pacific Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company and Westchester Fire Insurance Company, Westport Insurance Corporation, formerly known as Employers Reinsurance Corporation, Westport, Travelers and CIGA shall be referred to as the "**Pacific Insurers**"). United States Fire Insurance Company filed a joinder to the Pacific Insurers' motion [Adv. Pro. Dkt. No. 189]. LMI,

the Pacific Insurers, and United States Fire Insurance Company shall be referred to collectively as the "**Insurers**."[1]

From the outset of the Debtor's bankruptcy case, the Committee has stressed to the Bankruptcy Court the need for an expedient resolution so that the now adult survivors of childhood sexual abuse ("**Survivors**") may receive fair and equitable compensation from the Debtor and the Insurers for the grievous harm they suffered as children. To help accomplish the Committee's goal, the Committee was, and remains, supportive of the Debtor's request that its causes of action against the Insurers be promptly decided.[2]

Indeed, the Committee firmly believes that even resolving certain gating issues in the Debtor's litigation with the Insurers would provide a meaningful benefit to all of the parties. For example, a ruling regarding the impact (or lack thereof) of certain prior-executed settlement agreements involving the Debtor and certain of its insurers entered into as part of California's first Child Victim's Act Window in or around 2005 would assist the parties in achieving a successful global mediation which would, in turn, lead to a faster distribution to Survivors.

Unfortunately, while feigning a desire to be a part of the global solution, the Insurers have resisted every attempt to advance the adversary proceeding past the complaint/ answer stage. The Motions are the Insurers' most recent gambit. Rather than fight with the Insurers on ***where*** certain disputes are resolved, the Committee will not oppose the Insurers' request. The Committee does, however, feel strongly about ***when*** the disputes are resolved. Because, without resolution, the Committee fears the mediation parties will have diametrically different views of the Insurers' liability.

---

[1] LMI and the Pacific Insurers' motions were assigned different case numbers, 3:24-cv-00709-JSC and 3:24-cv-00711-JSC, respectively. Consequently, the Committee has filed the identical Statement under both case numbers. To the ends of judicial economy, and convenience of the parties, the motions should either be collectively granted or denied.

[2] The Debtor initiated an adversary proceeding, subsequently assigned case number 23-04028 WJL, against the Insurers on June 22, 2023. At issue in the adversary proceeding is the availability of the proceeds from the Debtor's many decades of insurance policies, including both primary and excess coverage, to compensate Survivors.

Indeed, advancing the adversary proceeding will promote settlement negotiations between the Insurers and Survivors and amplify the possibility of a mediated resolution. Litigation of the adversary proceeding will allow, if necessary, for the Insurers' alleged defenses to be tested before a court, providing a real threat of potential, adverse outcomes that could encourage settlement. And, while litigation will require estate expenditures, the Committee believes such expenditures are necessary to maximize the value of the Debtor's insurance assets and will ultimately expedite justice and increase recoveries for Survivors.

What is to come in the bankruptcy case is anyone's guess. But the Committee is hopeful that now having the dispute decided by the court of their choosing, the Insurers will cease stonewalling progress and move expeditiously with the Debtor and the Committee to allow for a prompt resolution of the adversary proceeding or make meaningful settlement offers in mediation so as to provide for the global resolution and settlement the Insurers assert they desire.

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

/ / /

WHEREFORE, the Committee does not object to the Motions' request that the Court withdraw the reference of the entirety of the Adversary Proceeding to the United States District Court for the Northern District of California.

Dated: February 21, 2024

KELLER BENVENUTTI KIM LLP
LOWENSTEIN SANDLER LLP
BURNS BAIR LLP

By: */s/ Gabrielle L. Albert*
Gabrielle L. Albert

Tobias S. Keller
Gabrielle L. Albert

- and -

Jeffrey D. Prol (admitted pro hac vice)
Brent Weisenberg (admitted pro hac vice)

Counsel for the Official Committee of Unsecured Creditors

Timothy W. Burns (admitted pro hac vice)
Jesse J. Bair (admitted pro hac vice)

Special Insurance Counsel for the Official Committee of Unsecured Creditors