Mark D. Plevin (State Bar No. 146278)
PLEVIN & TURNER LLP
580 California Street, Suite 1200
San Francisco, California 94104
(202) 580-6640
mplevin@plevinturner.com

Miranda H. Turner (admitted *pro hac vice*)
Jordan A. Hess (admitted *pro hac vice*)
PLEVIN & TURNER LLP
1701 Pennsylvania Avenue, N.W., Suite 200
Washington, D.C. 20006
(202) 580-6640
mturner@plevinturner.com, jhess@plevinturner.com

Attorneys for Continental Casualty Company

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: THE ROMAN CATHOLIC BISHOP OF OAKLAND, a California corporation sole, Debtor.	Chapter 11 Bankruptcy Case No. 23-40523 WJL Date: March 3, 2025 Time: 1:30 p.m. Pacific Time Place: U.S. Bankruptcy Court 1300 Clay Street, Courtroom 220 Oakland, California 94612

INSURERS' REPLY IN RESPONSE TO MEMORANDUM CONCERNING CERTAIN ISSUES RAISED DURING JANUARY 21, 2025 HEARING ON APPROVAL OF DISCLOSURE STATEMENT

The issues set forth in the Committee's brief and in this Insurer response are disputed but, more importantly, they are hypothetical. The Committee cites no bankruptcy statute, rule, or case law that would preclude the Court from approving the DS based on the potential impact of the discharge. More broadly, the Committee cites no bankruptcy law stating that the confirmation of any Plan must or even could be delayed for an indefinite period of years pending determination of issues that fundamentally are state law issues (and unripe, to boot). A future court can determine who is right based on facts that have actually occurred and evaluate whether any of the California cases the Committee has cited—*Hamilton*, *Howard*, *Hand*, and others—afford rights that claimants may assert. From a disclosure standpoint, the appropriate thing to do is disclose the risks, even if it is not presently possible to reconcile them. The Insurers support clarifying and augmenting the disclosure language to identify and explain the risks to Abuse Claimants. Then the Plan should be sent out for balloting so Abuse Claimants can vote on it.

The dispute raised by the Committee over purported bad-faith "rights" supposedly held by Abuse Claimants against the Insurers is not one that is ripe for resolution by this Court. The "rights," which are themselves disputed, are entirely contingent: they depend on both the development of future facts that may never come to pass and the resolution of legal issues whose outcome is uncertain. As with any similar dispute arising in connection with a proposed plan—such as, whether litigation claims have value and, if so, how much, and who will decide the dispute and when—all that can be done is to disclose the risks to those voting on the Plan. That is precisely what should be done here: the disclosure statement should disclose the existence of the dispute, describe the dispute in fair and accurate terms, and allow voters the opportunity to vote for or against the Plan based on their personal assessment of the disclosed risks.

Bad faith claims arise out of specific conduct that breaches a duty. Without either the conduct or the duty, there is no claim. Everyone appears to agree on that simple proposition. Everyone also agrees that, at present, there has been no conduct by any of the Insurers that breached a duty to Debtor. What conduct could occur in the future, and what corresponding duty might exist and be breached, is not something that can be determined now. Under Debtor's Plan, its insurance rights would be assigned to the Survivor Trust without alteration so that the Trust

Case: 23-40523 Doc# 1751 Filed: 02/14/25 Entered: 02/14/25 19:24:38 Page 2 of 13

and the Abuse Claimants can make future arguments—no doubt including as to bad faith—based on future developments in post-confirmation litigation of Abuse Claims. But without any existing bad faith claims, no such arguments can be made now, much less adjudicated by this Court.

The Committee identifies rights it suggests exist now and may be eliminated under the Plan, but the Committee is wrong because the rights it identifies are not based on duties owed to the Abuse Claimants. With one limited exception for judgment creditors based on *Hand v. Farmers Insurance Exchange*, which has no application here, California law holds that an insurer's duties under insurance policies run to the insured, not to third-party claimants. Thus, whatever effect the Plan has, it cannot eliminate rights the Abuse Claimants do not have in the first place. Nevertheless, Debtor is proposing revisions to the Plan and DS to clarify that the right identified in *Hand* would be unaffected by the Plan. The Insurers support these revisions.[1]

Argument

I. The Debtor's disclosure statement provides sufficient disclosure.

The Committee has described what it contends are valuable rights. If such rights actually exist and could be asserted by the Abuse Claimants, it is possible a confirmed plan that discharges Debtor from liability could alter them. To the extent such a result ensues, it would be by operation of the Bankruptcy Code.[2] Either way, it is not the place of a bankruptcy court to say what the future effect of confirmation might be.[3]

The Committee cites no law supporting its implicit argument that the discharge should not apply, or that its application or enforcement should be delayed, in order to avoid a

---

[1] The Insurers reserve all rights to argue in post-confirmation litigation that the rights and duties identified by the Committee are based on an incorrect statement of California law, including that *Hand v. Farmers Ins. Exch.*, 23 Cal. App.4th 1847 (1994), is not good law and/or should not be approved by the California Supreme Court.

[2] *See In re Congoleum Corp.*, 2008 WL 4186899, at *9 (Bankr. D.N.J. Sept. 2, 2008) ("While the Bankruptcy Code is not a license to trample on all non-debtors' rights, instances are legion in which 'distinct and valuable' rights of non-debtors are lost or redefined in a bankruptcy case. . . . Congress through the Bankruptcy Code has 'reshaped debtor and creditor rights in marked departure from state law.'"), quoting *Associates Commercial Corp. v. Rash*, 520 U.S. 953, 964 (1997).

[3] *In re Boy Scouts of Am. & Delaware BSA, LLC*, 642 B.R. 504, 632 (Bankr. D. Del. 2022) ("What insurers are obligated to pay under their policies is an insurance coverage issue that is not before the court."), *supplemented*, 2022 WL 20541782 (Bankr. D. Del. Sept. 8, 2022), *aff'd*, 650 B.R. 87 (D. Del. 2023), and 650 B.R. 87 (D. Del. 2023).

possible effect on hypothetical future bad faith "rights." Simply put, there is no statutory authority to "delay" the discharge and the Committee does not point to any. However, the possible effect itself is an issue readily addressed with disclosure of the risks to the Abuse Claimants.

In other diocesan bankruptcies, plans of reorganization propose to assign insurance rights to a trust. Insurers have argued in those cases that there may not be coverage for various reasons, which would obviously have a substantial impact on the ability of claimants in those cases to recover. Disclosure statements in these and other cases featuring similar insurance disputes have been routinely approved with a discussion of risk factors providing little more information than the following disclosure from the *Diocese of Rochester* case, which discloses to claimants that they may not receive anything from litigation with one of the insurers:

> The Plan provides for the assignment to the Trust of Insurance Claims against Non-Settling Insurers. CNA, as the sole Non-Settling Insurer, is likely to assert factual and legal defenses to both their coverage obligations and to the underlying liability of the Diocese and other Participating Parties for Abuse Claims. Litigation of the Insurance Claims against CNA could take years and may require the Trust to expend several million dollars in litigation costs. Litigation Claimants who pursue Litigation Claims will also do so at their own expense. There is no guarantee that any Litigation Claimant will succeed in establishing liability of the Diocese or any Participating Party, that the Trust will prevail in its prosecution of Insurance Claims against Non-Settling Insurers, or that such recovery, if any, will exceed the amounts that would otherwise be available from CNA pursuant to the CNA Second Settlement Agreement or the CNA Competing Plan.
>
> CNA has asserted that it has defenses that could impair coverage and the Trust's ability to recover anything on account of the Insurance Claims. For a discussion of CNA's alleged defenses, please refer to the CNA Disclosure Statement. In the event CNA successfully defends against the Insurance Claims, the DOR Entities' Cash Contribution and the settlement payments from Settling Insurers would be the sole source of recovery for Abuse Claims.[4]

Similar disclosure can fully address the concerns here.

As another example, in *Diocese of Camden*, the same Lowenstein Sandler lawyers who represent the Committee here obtained approval in that case for a disclosure statement that addressed uncertainty over the effect of the policy assignment there by adding a straightforward risk factor clause: "To the extent that such assignment is not allowed, the assets contributed to

---

[4] Order Approving Disclosure Statements, Dkt. No. 2602-2 at 55 of 62, *In re Diocese of Rochester*, Case No. 2-19-20905-PRW (Bankr. W.D.N.Y. Apr. 29, 2024). *See also* Order Approving Disclosure Statement, Dkt. No. 2398 at 129 of 176, *In re Diocese of Syracuse*, Case No. 20-30663 (Bankr. N.D.N.Y. Dec. 23, 2024).

the Trust to satisfy Abuse Claims will be reduced or insurance coverage may be voided by the assignment."[5]

Outside of diocesan cases, in any case involving a "pot plan," in which claimants share in the proceeds of litigation claims, disclosure is typically deemed adequate if it describes the potential claims, the range of possible recoveries, the defenses that might be asserted, any other risks to recovery, and the timeline for the disputes to be resolved.

It is expected that Debtor's amended DS will provide such disclosures. Insurers anticipate that it will tell Abuse Claimants that although no bad faith claims or rights presently exist, (i) the Committee claims that if reasonable, within-limits settlement demands are made on behalf of Abuse Claimants who elect the Litigation Option and rejected, and judgment is eventually entered in excess of policy limits, the claimants may be able to recover "bad faith" damages from the insurers who rejected the demands, (ii) the Insurers dispute or may dispute that such claims would exist or be recoverable, (iii) that a court presiding over a coverage claim will decide who is right, and (iv) it could take years for the dispute to be resolved, following entry of judgment. That is sufficient disclosure for the Disclosure Statement to be approved and for solicitation to begin.

II. State insurance law will determine what future rights can be enforced and by whom.

In California, all contracts, including insurance policies, are subject to an implied covenant of good faith and fair dealing. California courts have identified implied duties on the part of an insurer that derive from the insurer's contractual obligations and from the implied covenant. For example, an insurer must take into account the interests of the insured and has a duty to accept reasonable settlement demands that are within policy limits, in order to avoid exposing its contractual counter-party, the insured, to an excess judgment.[6] Bad faith claims arise out of the specific handling of a particular claim, *e.g.*, whether there is coverage in the first place, what information is available, whether a demand is reasonable and within policy limits, and other

---

[5] *Diocese of Camden,* (Case No. 20-21257-JNP.

[6] *Hamilton v. Maryland Cas. Co.*, 27 Cal.4th 718, 724 (2002).

Case: 23-40523 Doc# 1751 Filed: 02/14/25 Entered: 02/14/25 19:24:38 Page 5 of 13

issues, but they do not exist in a vacuum.[7]

An insured may assign its claims for an insurer's breach of duty to a third-party claimant to pursue, but such an assignment becomes effective only after a judgment has been entered against the insured.[8] This rule reflects the fact that such claims are not designed for the benefit of third parties; rather, they are protections that arise pursuant to the insurance contract and generally run only to the insured. The well-developed California case law cited by the Committee is based on duties owed by the insurer ***to the insured***.[9] An insurer that breaches its duty of reasonable settlement may be liable ***to the insured*** for ***the insured's*** damages proximately caused by the breach.[10]

With this understanding of California law, which is unrebutted by the Committee, it is plain that disclosure can be crafted to adequately inform Abuse Claimants as to the risk that, if the Plan is confirmed, they may not able to successfully assert bad faith claims against the insurers for not accepting settlement demands. Disclosure statements frequently describe the risk that confirmation of a Chapter 11 plan may alter previously held rights. Simply put, the risk here is that a future court may have to determine the effect (if any) of the Plan on the purported "rights" supposedly held by Abuse Claimants and that such future court may conclude that Abuse Claimants' bad faith rights either do not exist or never existed, whether by operation of the Bankruptcy Code, the Plan, California insurance law, or otherwise.[11] That risk can be described and disclosed.

---

[7] *Wilson v. 21st Century Ins. Co.*, 42 Cal.4th 713, 723 (2007) ("an insurer's denial of or delay in paying benefits gives rise to tort damages only if the insured shows the denial or delay was unreasonable"). *See also Howard v. Am. Nat' Fire Ins. Co.*, 187 Cal. App.4th 498, 513 (2010) ("Among the elements that must be proven is that the policy covers the relief awarded in the judgment"), citing *Garamendi v. Golden Eagle Ins. Co.*, 116 Cal. App.4th 694, 710 (2004).

[8] *Smith v. State Farm Mut. Auto. Ins. Co.*, 5 Cal. App.4th 1104, 1114-15 (1992).

[9] *See Murphy v. Allstate Ins. Co.*, 17 Cal.3d 937, 941 (1976).

[10] *Hamilton*, 27 Cal.4th at 725.

[11] Such an effect would not, of course, vitiate obligations to defend and pay claims pursuant to the policies. Debtor's Plan is premised on insurers defending claims and attempting to resolve them. The primary insurers' policies provide that defense costs are paid in addition to policy limits, and any policies' applicable limits could be exposed by the prospect of jury verdicts, both of which provide insurers with ample motivation to enter into reasonable settlements, as they did in the *Clergy III* proceeding.

A. No bad faith claims presently exist under California law.

For several reasons, there presently are no ripe bad faith claims or existing bad faith rights under California law. As a result, this Court cannot determine what "rights" claimants may have or how the Plan might affect them. Any such effort is simply premature.

First, Debtor's operative complaint in the district court coverage litigation affirmatively acknowledges that the Insurers have accepted the defense of every abuse lawsuit against Debtor. Thus, there is no potentially actionable wrongful refusal to defend. Nor is there an actionable failure to accept a reasonable, within-limits settlement offer; such a claim does not exist until a judgment is entered in excess of the amount of such a demand, and there are no such judgments.[12] Accordingly, there is no factual basis to support a bad faith theory—much less a viable claim.

Second, even if—contrary to the facts—any of the Insurers had engaged in bad faith conduct, a claim based on such conduct could not now be asserted by the Abuse Claimants. California law is crystal clear that a judgment against the insured is necessary to maintain a cause of action for bad faith against an insurer.[13] This is because "it cannot be determined with certainty whether, and in what amount, the insured has been harmed" until the judgment is final.[14] Here, there are no judgments.

Third, bad faith claims cannot be accelerated by the insured and claimant entering into a settlement or stipulated judgment without the approval of the insurer, adjudication by a

---

[12] *Safeco Ins. Co. of Am. v. Superior Court*, 71 Cal.App.4th 782, 788 (1999) ("A cause of action for bad faith refusal to settle arises only after a judgment has been rendered in excess of the policy limits. . . . Until judgment is actually entered, the mere possibility or probability of an excess judgment does not render the refusal to settle actionable.").

[13] *Hamilton*, 27 Cal.4th at 725 ("Such an assignment may be made before trial, but the assignment does not become operative, and the claimant's action against the insurer does not mature, until a judgment in excess of the policy limits has been entered against the insured"); *Ace Am. Ins. Co. v. Fireman's Fund Ins. Co.*, 2 Cal. App.5th 159, 178 (2016) ("The cause of action arises only upon entry of a judgment in excess of policy limits"), citing *Archdale v. Am. Int'l Specialty Lines Ins. Co.*, 154 Cal.App.4th 449, 474 (2007).

[14] *Ace Am. Ins. Co.*, 2 Cal. App.5th at 178.

court, or contribution to the settlement by the insured.[15] As explained in *Smith*,

> in an action brought before judgment by the insured's assignee against the insurer, the issue of the insured's liability cannot be litigated in an adversarial context, because the insured may appear as an ally of the claimant. . . . [T]he assignment of bad faith claims before judgment would put excess insurers at an unfair disadvantage. It costs the insured nothing to assign a bad faith claim against the excess insurer. If such assignments were allowed without restriction, the excess insurer would often face either a second round of litigation or the necessity of filing a cross-complaint for declaratory relief in the original action. The situation of the excess insurer is critical since such assignments would be most likely to occur against an excess insurer. The claimant would have little incentive to forego judgment or a monetary settlement from the insured in exchange for such an assignment against a primary insurer.[16]

Therefore, without judgments or agreement of the Insurers, Debtor could not accelerate its own liability vis-à-vis the Insurers even if it wanted to—California law protects the rights of insurers too.

In sum, any bad faith claims are purely hypothetical at present. They do not exist and cannot be assigned before entry of judgment. For the same reason, there is no *Purdue* issue either: Abuse Claimants are not being asked to release rights against the Insurers—there are no such rights in the first place.

B. Third parties cannot assert bad faith claims that arise out of duties owed only to the insured.

Without a duty, there is no claim. Parties can only vindicate rights based on duties that are owed to them. The Committee's theory of bad faith rests on a variety of potential duties that could apply in the future but, in any event, are owed only to the insured and therefore do not give rise to claims by third parties such as claimants. The California Supreme Court's decision in *Murphy* and a line of ensuing cases hold that "the insurer's duty to settle run[s] to the insured and not to the injured claimant" and "does not directly benefit the injured claimant."[17]

---

[15] *Smith*, 5 Cal. App. 4th at 1113. *See also Ace Am. Ins. Co. v. Fireman's Fund Ins. Co.*, 2 Cal. App.5th at 176 ("a stipulated judgment entered into without the involvement of the insurer, coupled with an agreement not to execute the judgment on the insured, is not reliable proof of damages for the insurer's failure to settle within policy limits").

[16] *Smith*, 5 Cal. App. 4th at 1112-13. *See also McLaughlin v. Nat'l Union Fire Ins. Co.*, 23 Cal. App.4th 1132, 1154 (1994) ("because the covenant [not to execute] absolutely protects the insured against personal exposure, the insured has no incentive to contest liability or damages. This dynamic invites collusion between claimants and the insured.")

[17] *Murphy*, 17 Cal.3d at 941.

In *Murphy*, the insurer rejected within-policy limits settlement demands and a judgment was ultimately rendered in excess of limits. Following entry of judgment, the claimant sued the insurer, alleging breach of the duty of good faith for the insurer's refusal to settle within policy limits. Acknowledging the rule that an "insurer must settle within policy limits when there is substantial likelihood of recovery in excess of those limits," the Supreme Court nevertheless rejected the claimant's cause of action because "the duty to settle is intended to benefit the insured and not the injured claimant."[18]

Further, there can be no breach of the duty to settle that would give rise to excess-of-limits liability where the insured has "no interest, no financial stake in the outcome of the litigation, and no assets which would be exposed to risk by a failure of [the insurer] to settle."[19]

These cases confirm that an insurer's duty runs only to the insured, and an insured that cannot be injured by an insurer's breach cannot recover damages for bad faith. Thus, the so-called *Hamilton* rights invoked by the Committee are not assertable by its constituents.[20]

Separately from its arguments about claims for unreasonable failure to settle, the Committee raises arguments about claims for unreasonable failure to pay judgments. No such claims exist at present, because no Abuse Claimant currently holds any judgment against Debtor. Notwithstanding, the Committee asserts that *Hand* gives Abuse Claimants direct rights against an insurer for an unreasonable refusal to pay a judgment.[21] The Insurers do not dispute that *Hand*

---

[18] *Id.* at 943-44.

[19] *Shapero v. Allstate Ins. Co.*, 14 Cal. App.3d 433, 438 (1971). *See also Fritz v. Allstate Ins. Co.*, 62 F.3d 1424, *2 (9th Cir. 1995) (table) (affirming dismissal of claim for bad faith failure to settle within policy limits "because, under the rule of *Shapero*, none of the insured's assets were exposed to risk by the denial of the settlement offer because there were no assets in [the] estate"); *Fireman's Fund v. Nat'l Bank for Cooperatives*, 849 F. Supp. 1347, 1363 (N.D. Cal. 1994) (citing *Shapero* as "directly analogous precedent" and finding no bad faith for failure to defend where the insured was a dissolved corporation, a bankruptcy court had entered an injunction barring any collection from assets of the insured, and the insured therefore "could not have been harmed in any way by the arbitration proceedings and its resulting judgment").

[20] *Howard*, cited by the Committee, does not support its arguments. There, an insurer was found to have breached its obligation to accept a reasonable settlement offer in the underlying case and the insured was forced to pay its own settlement and pursue insurance. The insured then pursued a bad faith claim against the insurer and prevailed. Such an outcome is entirely consistent with the duty an insurer owes to an insured. *Howard* does not involve underlying claimants pursuing bad faith claims against an insurer.

[21] *Hand*, 23 Cal. App.4th at 1858.

gives claimants direct rights, although the Insurers disagree that *Hand*'s holding would, if reviewed by the California Supreme Court, ultimately be held to be a correct statement of California law. Debtor will be proposing specific Plan language to address this issue.

Dated: February 14, 2025

Respectfully submitted,

By: */s/Mark D. Plevin*

Mark D. Plevin
PLEVIN & TURNER LLP
580 California Street, Suite 1200
San Francisco, California 94104
(202) 580-6640
mplevin@plevinturner.com

Miranda H. Turner (admitted *pro hac vice*)
Jordan A. Hess (admitted *pro hac vice*)
PLEVIN & TURNER LLP
1701 Pennsylvania Avenue, N.W., Suite 200
Washington, D.C. 20006
(202) 580-6640
mturner@plevinturner.com,
jhess@plevinturner.com

Attorneys for Continental Casualty Company

Todd Jacobs (admitted pro hac vice)
John E. Bucheit (admitted pro hac vice)
PARKER HUDSON RAINER & DOBBS LLP
Two N. Riverside Plaza
Suite 1850
Chicago, Illinois 60606
(312) 477-3306 (telephone)
tjacobs@phrd.com
jbucheit@phrd.com

Harris B. Winsberg (admitted pro hac vice)
Matthew M. Weiss (admitted pro hac vice)
Matthew G. Roberts (admitted pro hac vice)
PARKER HUDSON RAINER & DOBBS LLP
303 Peachtree Street NE, Suite 3600
Atlanta, Georgia 30308
(404) 523-5300 (telephone)
hwinsberg@phrd.com
mweiss@phrd.com
mroberts@phrd.com

Blaise S. Curet (SBN 124983)
SINNOTT, PUEBLA, CAMPAGNE & CURET, APLC
2000 Powell Street, Suite 830
Emeryville, California 94608
(415) 352-6200 (telephone)
bcuret@spcclaw.com

Robin D. Craig (SBN 130935)
LAW OFFICE OF ROBIN CRAIG
6114 La Salle Ave., No. 517
Oakland, California 94611
(510) 549-3310 (telephone)
rdc@rcraiglaw.com

Attorneys for Westport Insurance Corporation, formerly known as Employers Reinsurance Corporation

Stephen H. Warren (S.B. #136895)
O'MELVENY & MYERS LLP
400 South Hope Street, 18th Floor
Los Angeles, California 90071
Telephone: (213) 430-6000
Facsimile: (213) 430-6407
Email: swarren@omm.com
jdaniels@omm.com
krinehart@omm.com

Tancred V. Schiavoni
O'MELVENY & MYERS LLP (admitted *pro hac vice*)
Times Square Tower
7 Times Square
New York, New York 10036
Telephone: (212) 326-2000
Email: tschiavoni@omm.com

Attorneys for Pacific Indemnity Company, Insurance Company of North America, Pacific Employers Insurance Company and Westchester Fire Insurance Company

Travis Wall
Jillian G. Dennehy (*pro hac vice*)
KENNEDYS CMK LLP
455 Market Street, Suite 1900
San Francisco, California 94105
(415)-323-4460 (telephone)
travis.wall@kennedyslaw.com
Jillian.dennehy@kennedyslaw.com

George R. Calhoun (*pro hac vice*)
IFRAH LAW
1717 Pennsylvania Avenue, N.W., Suite 650
Washington, D.C. 20006
(202) 524-4147 (telephone)
george@ifrahlaw.com

Attorneys for United States Fire Insurance Company

Kelly Graf
DENTONS US LLP
601 S. Figueroa Street, Suite 2500
Los Angeles, California 90017-5704

Telephone: 213-623-9300
Kelly.Graf@dentons.com

Lauren Macksoud (*pro hac vice*)
DENTONS US LLP
1221 Avenue of the Americas
New York, New York 10020
Telephone: 212-768-6700
Lauren.macksoud@dentons.com

Attorneys for Travelers Casualty & Surety Company f/k/a Aetna Casualty & Surety Company

Jeff D. Kahane
Nathan W. Reinhardt
Timothy W. Evanston
SKARZYNSKI MARICK & BLACK LLP
663 West Fifth Street, 26th Floor
Los Angeles, CA 90071
Telephone: (213) 721-0650
jkahane@skarzynski.com
nreinhardt@skarzynski.com
tevanston@skarzynski.com

Catalina J. Sugayan
Clinton E. Cameron (*pro hac vice*)
Yongli Yang (*pro hac vice*)
CLYDE & CO US LLP
30 S Wacker Drive, Suite 2600
Chicago, IL 60606
Telephone: (312) 635-7000
Catalina.Sugayan@clydeco.us
Clinton.Cameron@clydeco.us
Yongli.Yang@clydeco.u s

Counsel for London Market Insurers[22]

Mary P. McCurdy, SBN 116812
COZEN O'CONNOR
388 Market Street, Suite 1000
San Francisco, CA 94111
Telephone: (415) 644-0914
Facsimile: (415) 644-0978
Email: MMcCurdy@cozen.com

[22] London Market Insurers are Certain Underwriters at Lloyd's, London, subscribing severally and not jointly to Slip Nos. CU 1001 and K 60034 issued to the Roman Catholic Bishop of San Francisco, and Nos. K 78318 and CU 3061 issued to the Roman Catholic Bishop of Oakland; Catalina Worthing Insurance Ltd f/k/a HFPI (as Part VII transferee of Excess Insurance Co. Ltd.); the Ocean Marine Insurance Company Limited (as Part VII transferee of the World Auxiliary Insurance Corporation Limited); River Thames Insurance Company Limited; Dominion Insurance Company Limited; and R&Q Gamma Company Limited (as Part VII transferee of Anglo French Ltd.).

Attorneys for Companhia De Seguros Fidelidade SA (fka Fidelidade Insurance Company of Lisbon)

Case: 23-40523 Doc# 1751 Filed: 02/14/25 Entered: 02/14/25 19:24:38 Page 13 of 13