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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

In re:

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

Debtor.

Bankruptcy Case No.: 23-40523 WJL

Hon. William J. Lafferty

Chapter 11

SUPPLEMENTAL OBJECTION TO THE DEBTOR'S MODIFIED FOURTH AMENDED PLAN OF REORGANIZATION DATED MARCH 27, 2026

Date: June 15, 2026
Time: 9:00 a.m.
Place: United States Bankruptcy Court
1300 Clay Street, Courtroom 220
Oakland, CA 94612

London Market Insurers ("LMI")[1] file this supplemental objection to the Debtor's Modified Fourth Amended Plan of Reorganization Dated March 27, 2026 [Dkt No. 2758] ("Plan")[2] filed by The Roman Catholic Bishop of Oakland ("Debtor"). In support thereof, LMI respectfully state as follows:

I. PRELIMINARY STATEMENT

During discovery and beforehand, the Debtor agreed to authenticate the LMI Policies for use at the confirmation hearing. The actual documents at issue are the very policies that the Debtor produced to LMI in the first place. However, for the last month, the Debtor has ignored LMI's numerous, repeated requests for authentication of the policies that the Debtor itself produced. The details of the Debtor's irrational and frustrating refusal even to respond to LMI are set out below. LMI can only assume that the Debtor has no intention to tender the LMI Polices into evidence at confirmation, and hence file this Plan objection.

The Debtor bears the burden of proving that its Plan meets the Bankruptcy Code's confirmation requirements. The Plan includes an insurance assignment. The insurance assignment is part of how the Plan treats the Abuse Claimants. Without evidence of any insurance policies, the Debtor cannot prove that its proposed treatment of Abuse Claimants satisfies the Bankruptcy Code. Accordingly, LMI request that the Court sustain its supplemental objection.

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1 LMI 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; Companhia de Seguros Fidelidade-Mundial f/k/a Fidelidade Insurance Company of Lisbon; and R&Q Gamma Company Limited (as Part VII transferee of Anglo French Ltd.).

[2] Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

II. RELEVANT FACTS

A. LMI Policies

LMI subscribed Excess Umbrella Policies issued to the Archdiocese of San Francisco; the Debtor may be an Additional Assured under those policies for the period from March 12, 1962, to October 25, 1963. LMI also subscribed Excess Umbrella Policies issued to the Debtor for the periods from October 15, 1963, to October 25, 1966 (collectively, the "LMI Policies").[3] These Excess Umbrella Policies are excess indemnity policies and sit above underlying primary policies.[4]

On August 10, 2023, LMI requested the Debtor produce the LMI Policies. On August 24, 2023, the Debtor sent a secure share link to access its insurance policies, including the LMI Policies. LMI believe that the policies so produced are genuine and authentic, and repeatedly sought to obtain the Debtor's stipulation to that effect. However, the Debtor has ignored LMI's numerous requests, leading LMI to believe that the Debtor will not offer the LMI Policies into evidence at the confirmation hearing.

B. The Debtor's Plan

On March 29, 2026, the Debtor filed its Plan. The Plan offers three choices to each Abuse Claimant to obtain payment: (1) receive a one-time, final, immediate payment of $50,000;[5] (2) receive a distribution from the Survivors' Trust ("Distribution Option");[6] or (3) at the claimant's option, pursue state court litigation against the Debtor in name only in an attempt to recover additional money from Non-Settling Insurers ("Litigation Option").[7] The Debtor is funding the Plan with (a) its own

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[3] *See* RCBO-CC-0000001_0034 to RCBO-CC-0000001_0076. The Debtor designated these policies as confidential.

[4] *See id.*

[5] *See* Plan at §§ 1.1.84; 9.7.

[6] *Id.*, § 9.8.3.

[7] *Id.*, § 9.8.4.

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cash and cash from non-debtor affiliate, the Roman Catholic Welfare Corporation; and (b) a purported assignment of its rights and obligations under its insurance policies.[8]

Under the Plan, "subject to rights of the Non-Settling Insurers, the Assigned Insurance Interests shall be automatically and without further act or deed assigned and transferred to the Survivors Trust on the Effective Date."[9] The Plan defines "Assigned Insurance Interests" to include "all rights, claims, interests, benefits, responsibilities, and obligations of the Debtor and RCWC (solely as to Released RCWC Claims) in the Non-Settling Insurer Policies that are assignable under applicable law…"[10] The Plan includes the defined term "Abuse Insurance Policies", which means "any insurance policy alleged in the Coverage Action or in any Abuse Claim Litigation (as defined in Section 9.8.4 of the Plan) to provide insurance coverage for any Abuse Claim."[11]

The assignment of insurance policies is a component of the Plan that relates to the Litigation Option for Abuse Claimants. Per the Debtor, "[t]he insurance assignment, in particular, will allow Abuse Claimants to immediately pursue additional recoveries against Non-Settling Insurers through litigation in state court. Under the Debtor Plan, every Survivor may proceed with their state-court case to pursue additional recoveries from Insurers if they so choose."[12] The Plan's options, the Debtor argues, are the best outcome for Abuse Claimants.[13] However, these options are not possible without the assignment of the Debtor's rights and obligations under the insurance policies.

For the avoidance of doubt, the assignment of insurance does not affect the Distribution Option. The insurers have no responsibility for coverage of claims paid under the Distribution Option.

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[8] *Id*. at 6-7.

[9] Plan, § 8.1.

[10] *Id*., § 1.1.15.

[11] *Id*., § 1.1.6.

[12] Disclosure Statement, Dkt 2906-1 at 6 (emphasis in original).

[13] *Id*. at 5-6, 10-14.

The potential liability of insurers for indemnity and defense is limited to claims made under the Litigation Option.[14]

C. LMI's Repeated Attempts to Resolve the Issue of the Authenticity of the LMI Policies with the Debtor

On April 20, 2026, the Westport Insurance Corporation, formerly known as Employers Reinsurance Corporation ("Westport"); Continental Casualty Company ("Continental"); on behalf of itself and Travelers Casualty and Surety Company f/k/a Aetna Casualty & Surety Company ("Travelers"); Insurance Company of North America, Westchester Fire Insurance Company, Pacific Indemnity Company, and Pacific Employers Insurance Company (together "INA"); and LMI (collectively, "Certain Insurers") served Notices of Deposition for oral examinations of designated representatives for the Debtor and Official Committee of Unsecured Creditors ("Committee"), respectively, under Federal Rule of Civil Procedure 30(b)(6) ("Deposition Notices").

When Westport served the Deposition Notices, it requested that the Debtor and Committee meet and confer with the Certain Insurers about the Deposition Notices. On April 23, 2026, the Debtor, the Committee, and the Insurers met to discuss the Deposition Notices and other ongoing discovery issues. During the meet and confer session, the Certain Insurers requested that the Debtor agree to authenticate the policies. The Debtor acknowledged that it would be open to authenticating the policies and requested the Certain Insurers to send any policies they requested the Debtor to authenticate.

On April 23, 2026, on behalf of the Certain Insurers, Westport sent the Debtor and Committee a summary of the meet and confer session, restating the Debtor's statement that it was willing to stipulate to the authenticity of the Certain Insurers' policies if the Certain Insurers send the Debtor a list of the policies and requesting that the Debtor confirm.[15] The Debtor did not confirm.

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[14] Plan, § 9.3.8; *see also Deposition of Attila Joseph Bardos as 30(b)(6) Representative of the Roman Catholic Bishop of Oakland (May 6, 2026)* ("Bardos Deposition Transcript") at 121:7–22; 123:20-24 199:18–200:8.

[15] *See* Ex. "1".

On April 29, 2026, LMI sent the LMI Policies to the Debtor for its review and inquired as to whether the Debtor would be willing to stipulate in part that the LMI Policies are authentic.[16] LMI sent back to the Debtor copies of the LMI Policies that the Debtor had previously sent to LMI in 2023. The Debtor did not respond to LMI's April 29 correspondence.

On May 4, 2026, LMI inquired again as to whether the Debtor would agree to stipulate to the authenticity of the LMI Policies.[17] The Debtor did not reply.

On May 6, 2026, Westport and LMI deposed the Debtor's Rule 30(b)(6) witness, Mr. Attila Bardos. At the deposition, Westport asked whether Mr. Bardos was prepared to discuss the authentication of the Certain Insurers' insurance policies.[18] Although Mr. Bardos confirmed he was prepared to testify on that topic, Debtor's counsel stated that "we had discussed handling this through a stipulation with the – about the policies, not addressing it as a topic in this deposition."[19] In response, Westport stated that it "is amenable to the stipulation."[20] Similarly, LMI asked the Debtor's counsel if the Debtor received LMI's prior emails and if the Debtor would authenticate the LMI Policies.[21] The Debtor's counsel stated it the Debtor was "still looking into that…but we'll get you an answer as quickly as we can."[22] Despite the Debtor's assurances, the Debtor never provided an answer.

On May 18, 2026, LMI emailed the Debtor a third time, requesting a response from the Debtor.[23] Again, the Debtor did not respond.

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[16] *See* Ex. "2".

[17] *See* Ex. "3".

[18] *See* Ex. "4"; May 6, 2026, Bardos Deposition Transcript Excerpt, 12:5.

[19] *Id*. at 12:4-16.

[20] *Id*. at 13:1-4.

[21] *Id*. at 183:16-25 to 184:1.

[22] *Id*. at 184:2-4.

[23] *See* Ex. "5".

On May 20, 2026, LMI served Requests for Admission on the Debtor, requesting that the Debtor admit the LMI Policies are authentic.[24] The Debtor's response is due on June 20, 2022. The Debtor has not communicated with LMI about the Requests for Admission.

On May 26, 2026, LMI sent the Debtor a stipulation whereby the parties agree the LMI Policies are authentic.[25] The Debtor has not responded to that email.

On May 27, 2026, LMI followed up with the Debtor about the stipulation.[26] The Debtor did not respond.

On May 28, 2026, LMI called the Debtor's counsel about the proposed stipulation, but did not receive a call back.

III. ARGUMENT

A. The Debtor Fails to Meet its Burden of Proof that the Plan Satisfies Section 1129 Requirements

Section 1129 sets forth the requirements to confirm a chapter 11 plan.[27] "The plan proponent bears the burden of establishing by a preponderance of the evidence that its plan satisfies the confirmation requirements."[28] As the plan proponent, the Debtor bears the ultimate burden of proof that the Plan meets the Bankruptcy Code's confirmation requirements (*e.g.* plan is fair and equitable, plan is proposed in good faith, etc.).

Proof of the existence of the insurance policies is necessary for plan confirmation, which the Debtor must surely know. As the Debtor has, for over a month, ignored LMI's numerous requests to

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[24] *See* Ex. "6".

[25] *See* Ex. "7."

[26] *See* Ex. "8".

[27] *In re Farwest Pump Company*, 621 B.R. 871, 884 (Bankr. D. Ariz. 2019).

[28] *Id.* citing *In re Arnold & Baker Farms*, 117 B.R. 648, 654-55 (B.A.P. 9th Cir. 1994), aff'd, 85 F.3d 1415 (9th Cir. 1996).

authenticate the LMI Policies, LMI can only assume that the Debtor does not intend to tender the policies into evidence, and hence cannot meet its burden at confirmation.

IV. CONCLUSION

Based on the foregoing, LMI respectfully request the Court not enter an order approving the Plan.

Dated: June 1, 2026

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