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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.

Case No. 23-40523 WJL

Chapter 11

DEBTOR'S THIRD MOTION IN LIMINE TO LIMIT INSURERS' ARGUMENT AND EVIDENCE TO THE SCOPE OF THEIR CONFIRMATION OBJECTIONS

Judge: Hon. William J. Lafferty

Date: June 12, 2026
Time: 9:00 a.m.
Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor in possession (the "Debtor" or "RCBO") in the above-captioned chapter 11 bankruptcy case (the "Chapter 11 Case"), hereby files its third motion in limine (the "Motion") to limit any argument or evidence by the Insurers to the scope of their Objections.[1] In support of this Motion, the Debtor respectfully states as follows:[2]

I. INTRODUCTION

In *AIO US, Inc.*, Delaware Bankruptcy Court Judge Craig Goldblatt noted that the Supreme Court's holding in *Truck Insurance Exchange v. Kaiser Gypsum Co.*, 602 U.S. 268 (2024) does not carte blanche confer standing to an insurer. Specifically, Judge Goldblatt opined:

> [*Truck Insurance*] certainly need not be read to say that an insurer has an unlimited right to be heard on every and any issue that might arise in its insured's bankruptcy case. In this Court's view, the question a bankruptcy court faces after *Truck Insurance* is fundamentally the same one that many bankruptcy courts faced before it – how to calibrate an insurer's right to participate and be heard in its insured's bankruptcy case so as to permit the insurer to protect its legitimate interests, without permitting an insurer (or any party in interest, for that matter) to weaponize its procedural rights so that they can be used for tactical advantage in other disputes

In re AIO US, Inc., 672 B.R. 261, 265 (Bankr. D. Del. 2025).[3] This Motion seeks that balance.[4] There are at least eleven insurers who have appeared in this Chapter 11 Case (some of which appear jointly with the same counsel).[5] Many if not all can be expected to attend the Confirmation Hearing. This Motion seeks

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[1] Collectively, the objections identified below are the "Objections" and those insurers who filed Objections are referred herein as the "Insurers."

[2] Capitalized terms not defined below have the meaning ascribed to them in the *Debtor's Modified Fourth Amended Plan of Reorganization* [Docket No. 2758].

[3] Other Courts have similarly understood *Truck* to limit insurers standing to protect those insurers' own interests at stake. *See, e.g., In re Roman Cath. Church of Archdiocese of New Orleans*, No. 20-10846, 2025 WL 3545484 (Bankr. E.D. La. Dec. 9, 2025) (stating "'the case law on party-in-interest standing under § 1109(b) limits an objector to asserting its own rights—it may not assert the rights of others.'") (quoting *In re AIO US, Inc.*, 672 B.R. 261, 273 (Bankr. D. Del. 2025)); *In re Roman Cath. Diocese of Albany, New York*, No. 23-10244, 2025 WL 2536165 (Bankr. N.D.N.Y. Sept. 3, 2025) (stating that allowing insurers standing to challenges issues where they have nothing at stake would "further stymy efforts between the parties and delay what will hopefully be a consensual resolution of this case.").

[4] Although not specifically challenged herein, the Debtor reserves all rights to later argue that the Insurers lack standing.

[5] Specifically, those insurers (not all of which have filed Objections) include (a) Pacific Indemnity Company, Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America, Pacific Employers Insurance Company, Westchester Fire

to place appropriate limits on that participation so the insurers can participate limited to information relevant to their objections and stated role in this case, while not allowing these entities to unnecessarily add hours and/or days to the hearing or divert the focus of the Confirmation Hearing from its rightful objective.

The Debtor is not asking the Insurers be denied any participation; rather as with any objecting party the Insurers here should be limited to questioning witnesses and making arguments solely where these efforts relate to issues raised in their Objections. This is both fair and nonprejudicial to the Insurers. They had the opportunity to participate in all discovery but chose a very limited role, with most not appearing at or questioning witnesses at depositions. They also were permitted to file confirmation Objections, which focused on the insurance assignment or their rights as a Non-Settling Insurer and Plan provisions related to these issues.

For the Confirmation Hearing to proceed in an orderly and fair manner, the Insurers should not be permitted to exceed that scope at the Confirmation Hearing. To find otherwise risks significantly prolonging this Confirmation Proceeding unnecessarily, as well as allowing that hearing to be unnecessarily diverted into tangents that are unrelated to the standards for confirmation. Accordingly, the Insurers' role at the Confirmation Hearing should be limited as requested in this Motion.

II. RELEVANT BACKGROUND

On March 29, 2026, the Debtor filed its *Modified Fourth Amended Plan of Reorganization Dated March 27, 2026* (the "Plan") [Docket No. 2758] and *Disclosure Statement in Support of Debtor's Modified Fourth Amended Plan of Reorganization* [Docket No. 2759] (as later amended and modified, the "Disclosure Statement").[6]

Insurance Company (collectively, "Pacific Insurers"); Westport Insurance Corporation, formerly known as Employers Reinsurance Corporation ("Westport"); Travelers Casualty and Surety Company f/k/a The Aetna Casualty & Surety Company ("Travelers"); Certain Underwriters at Lloyd's, London subscribing severally and not jointly to Slip Nos. CU 1001, K 66034, K 78138, and CU 3061 (collectively, "LMI"); United States Fire Insurance Company; Continental Casualty Company; California Insurance Guarantee Association; American Home Assurance Company; and Lexington Insurance Company.

[6] The Debtor filed the solicitation version of the Debtor Disclosure Statement at Docket No. 2902.

The Court approved a schedule for discovery and briefing leading up to a confirmation hearing on the Plan, which is to commence on or about June 15, 2026 (the "Confirmation Hearing"). This schedule was memorialized in an order entered on April 6, 2026 [Docket No. 2790] (the "Scheduling Order").

Leading up to the Confirmation Hearing, and in accordance with the Scheduling Order, the Insurers issued various requests for production and interrogatories to the Debtor. The Debtor timely responded to each request and made several supplemental responses and productions after various meet-and-confers with the Insurers. The Debtor and Committee noticed and conducted various fact-witness depositions the week of April 27. Specifically, the Committee noticed depositions for Bishop Michael Barber, Attila Bardos, and corporate representatives of the Debtor, RCC, and RCWC. The Debtor noticed depositions for the Committee's corporate representative under Federal Rule 30(b)(6). Westport, LMI, Travelers, and Continental noticed their own deposition for the Debtor's corporate representative, to which Pacific Insurers later joined.

During the week of April 27, the Insurers were invited to participate in person, despite never formally joining the deposition notices. Moreover, Debtor and Committee provided a remote option to listen-in only. Notwithstanding, on April 27, 2026, Pacific Insurers filed a letter with this Court [Docket No. 2856], complaining that Debtor's counsel was precluding them from remotely asking questions, object, or otherwise be heard (despite the fact they could in person). The Court held an emergency hearing on April 28, ruling that remote participation was permitted after the noting party (either the Debtor or Committee) was finished asking questions with whatever time was remaining.

Counsel for Westport asked a question during Mr. Bardos' deposition, in his capacity as the Debtor's corporate representative.[7] Counsel for Westport and Pacific Insurers asked questions during Dan Flanagan's deposition, in his personal capacity (even though the deposition was not noticed as such).[8]

[7] A. Bardos Depo Tr. (Apr. 28, 2026) at 124:12-15 ("Q. (By Mr. Aton) So as of today, has any insurer confirmed coverage? MR. GOROFF: Objection. Form. Objection. Form and foundation. THE DEPONENT: I don't know. MR. ATON: Okay. That's all I have.").

[8] D. Flanagan Depo Tr. (Apr. 28, 2026) at 106-112. Mr. Flanagan was designated as one of the Debtor's corporate representatives.

On May 6, 2026,[9] the Insurers conducted the Debtor's 30(b)(6) deposition, which the Debtor designated Mr. Bardos. Only counsel for Westport and LMI participated in this deposition. Counsel for Pacific Insurers attended but remained silent.

Pursuant to the Scheduling Order, expert reports were due on May 7 with rebuttals due on May 21, 2026. Only the Debtor and the Committee provided expert reports; the Insurers provided none. Expert depositions of the Debtor's and Committee's experts were taken the week of May 25. The Insurers did not separately notice any deposition, nor did they ask a single question during these depositions.

By mutual agreement, the Debtor extended the objection deadline for the Insurers to May 13, 2026. As such, on May 13, the Insurers filed the following five objections, with some submitted by multiple insurers joining together:

- *Limited Objection to Debtor's Modified Fourth Amended Plan of Reorganization* [Docket No. 2942] (the "Federal Companies Objection") filed by Federal Insurance Company, ACE American Insurance Company, Executive Risk Indemnity Inc., Westchester Surplus Lines Insurance Company, Pacific Indemnity Company and/or any of their respective U.S.-based affiliates and successors (collectively, and solely in their capacities as non-abuse insurers for the above-captioned debtor, the "Federal Companies");
- *Objection and Reservation of Rights to Confirmation of the Debtor's Modified Fourth Amended Plan of Reorganization* [Docket No. 2946] (the "Travelers Objection") filed by Travelers;
- *Objection to Debtor's Modified Fourth Amended Plan of Reorganization Dated March 27, 2026* [Docket No. 2951] (the "LMI Objection") filed by LMI;
- *Joint Objection to Confirmation of the Debtor's Modified Fourth Amended Plan of Reorganization Dated March 27, 2026* [Docket No. 2958] (the "Certain Insurers Objection") filed by Westport Insurance Corporation f/k/a Employers Reinsurance Corporation; Continental Casualty Company; and Pacific Indemnity Company, Pacific Employers Insurance Company, Insurance Company of North America, and Westchester Fire Insurance Company; and
- *Objection to Confirmation of the Debtor's Modified Fourth Amended Plan of Reorganization* [Docket No. 2961] (the "Pacific Insurers Objection") filed by Pacific Insurers.

On May 20—without leave of Court or further agreement by the Debtor—United States Fire Insurance Company filed a joinder to the Certain Insurers Objection and LMI filed its joinder to the Pacific Insurers' Objection and Travelers' Objection [Docket No. 2985].

[9] The Debtor agreed to conduct this deposition after the fact discovery deadline.

Broadly speaking, the Insurers (except for the Federal Companies) object to confirmation on overlapping grounds relating to (1) the assignment of bad faith and extra-contractual claims, (2) the rights and interests being transferred under the Insurance Assignment, (3) the Channeling Injunction and Discharge provisions, (4) their lack of claim allowance and participation rights, (5) the Plan settlement findings, and (6) the Plan's and proposed Confirmation Order's language regarding good faith. The Federal Companies object to the Plan in connection with the Non-Insurance Program, arguing that the Plan must ensure that nothing modifies this program and that the Debtor's successor must remain liable for all obligations thereunder.

The Debtor believes these Objections can be overruled, or certain language can be added to the Confirmation Order as a resolution, either of which would obviate the need for the Insurers to even attend the Confirmation Hearing. The Debtor nevertheless files this Motion to limit the Insurers' arguments, examination and evidence to the scope of their Objections at the Confirmation Hearing.

III. RELIEF REQUESTED

By this Motion, the Debtor requests that the Court enter an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), precluding the Insurers from introducing evidence or soliciting testimony beyond the scope of the discovery they sought in connection with the Debtor's Plan, and precluding them from making any arguments at the Confirmation Hearing beyond the scope of their Objections.

IV. BASIS FOR RELIEF

"[A] motion in limine is designed to narrow the evidentiary issues for trial and to eliminate unnecessary trial interruptions." *Bradley v. Pittsburgh Bd. of Educ.*, 913 F.2d 1064, 1069 (3d Cir. 1990). Moreover, this Court has "broad discretion to make discovery and evidentiary rulings conducive to the conduct of a fair and orderly trial." *Campbell Indus. v. M/V Gemini*, 619 F.2d 24, 27 (9th Cir. 1980). This discretion includes the power "to exclude testimony of witnesses whose use at trial is in bad faith or would unfairly prejudice an opposing party." *Id.; see also Barnes v. District of Columbia*, 924 F. Supp. 2d 74, 78 (D.C. 2013) ("[T]he Court may allow such motions [in limine] 'pursuant to the district court's inherent authority to manage the course of trials.'") (quoting *Luce v. United States*, 469 U.S. 38, 41 n.4 (1984)).

Here, the Court's inherent power unquestionably permits this Court to limit the Insurers' participation during the Confirmation Hearing. ***First***, the Insurers should be limited to only the arguments timely raised in their Objections. The deadline to file confirmation Objections for the Insurers was May 13. It would be procedurally improper to permit the Insurers to raise additional objections during the Confirmation Hearing without leave of court. It would also unfairly prejudice the Debtor as it would not have had an opportunity to respond to any additional objection. Accordingly, the Insurers should not be permitted to make any arguments beyond the scope of their Objections. *Orr v. Plumb*, 884 F.3d 923, 932 (9th Cir. 2018) ("[A]rguments…omitted from the opening brief are deemed forfeited.").

Second, Insurers should be permitted to introduce evidence only if it relates to their Objections. The Insurers issued their fact discovery requests, to which the Debtor responded. Certain of the Insurers asked limited questions during fact-witness depositions. And the Insurers did not participate in expert discovery, except for listening to some expert depositions. For those reasons, the Insurers' evidence should be confined to the *limited* discovery they sought.

In short, the Insurers' participation should be limited in scope to the discovery they sought, and the arguments raised in their Objections. Anything further could, and would, unnecessarily prolong the trial and unfairly prejudice the Debtor at the Confirmation Hearing.

V. CONCLUSION

WHEREFORE, the Debtor respectfully requests that the Court enter the Proposed Order and grant such other and further relief as may be just and proper.

DATED: June 4, 2026

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/s/ Shane J. Moses
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Exhibit A

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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.

Case No: 23-40523

[PROPOSED] ORDER GRANTING DEBTOR'S THIRD MOTION IN LIMINE TO LIMIT INSURERS' ARGUMENT AND EVIDENCE TO THE SCOPE OF THEIR CONFIRMATION OBJECTIONS

Judge: Hon. William J. Lafferty

Date: June 12, 2026
Time: 9:00 a.m.
Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

Upon the *Debtor's Third Motion in Limine to Limit Insurers' Argument and Evidence to the Scope of Their Confirmation Objections* [Docket No. [•] (the "Motion"),[1] filed by the Roman Catholic Bishop of Oakland, a California corporation sole (the "Debtor") in the above-captioned chapter 11 bankruptcy case (the "Chapter 11 Case"), for entry of an order, pursuant to Federal Rules of Evidence, made applicable by Rule 9017 of the Federal Rules of Bankruptcy Procedures, and section 105 of title 11 of the United States Code, limiting the Insurers' participation at the Confirmation Hearing to the discovery they sought and the arguments raised in their Objections; the Court having found it has jurisdiction over this matter, venue in this Court is proper, and notice of the Motion was reasonable and sufficient under the circumstances; and the Court having found the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and other parties in interest; and after due deliberation and good cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. The Insurers' participation at the Confirmation Hearing is limited to the discovery they sought in connection with the Debtor's Plan and the arguments raised in their confirmation Objections.

3. The Insurers, either collectively or individually through counsel, shall not introduce evidence or solicit testimony that is beyond the scope of discovery sought in connection with this Confirmation Hearing, and they shall not make any argument at the Confirmation Hearing that is beyond the scope of their Objections.

4. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

*** END OF ORDER ***

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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All ECF Recipients