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**UNITED STATES BANKRUPTCY COURT**
**NORTHERN DISTRICT OF CALIFORNIA**
**OAKLAND DIVISION**

In re:

THE ROMAN CATHOLIC BISHOP OF OAKLAND,

Debtor.

Case No.: 23-40523 WJL

Judge: Hon. William J. Lafferty

Date: June 12, 2026
Time: 9:00 a.m. PDT
Place: United States Bankruptcy Court
1300 Clay Street
Oakland, California

**CERTAIN INSURERS' OPPOSITION TO MOTIONS *IN LIMINE* BY DEBTOR AND THE COMMITTEE SEEKING TO ELIMINATE OR RESTRICT INSURER PARTICIPATION IN THE CONFIRMATION HEARING**

The motions *in limine* filed by Debtor and the Committee seeking to eliminate or restrict the participation of Continental Casualty Company and other insurers during the confirmation hearing should be denied. Those motions seek a solution to a non-existent problem. The Insurers unquestionably have the right to participate in the confirmation hearing because significant portions of the Plan seek to impact, affect, or limit Insurers' contractual rights—and not just with respect to the terms of the Plan's proposed assignment of insurance rights. The

Insurers thus plainly have standing to be heard at the confirmation hearing since confirmation of the Plan in its present form would adversely affect the Insurers.[1]

If Debtor or the Committee contend at any point during the confirmation hearing that the Insurers' participation is inappropriate in any respect, they should object at that time, and the Court can make a determination then whether such objections should be sustained. But there is absolutely no basis—or need—for an advance, categorical limitation on how the Insurers may seek to prove up or support their objections to the Plan. The Court has ample tools to deal with any scope problems if and when they arise.

The motions *in limine* are disingenuous and misleading because they mischaracterize the Insurers' objections to the Plan as pertaining just to the terms of the Plan's "insurance assignment."[2] Yes, the Insurers raised many objections to the "insurance assignment," but they also raised many additional issues directly impacting the Insurers' interests that Debtor and the Committee willfully ignore, including the following:

- The Plan's provisions regarding "delayed discharges" of Asbestos Claims is impermissible;
- The Plan's Litigation Option violates §§ 1129(a)(1) and 1129(a)(3) of the Bankruptcy Code;

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[1] *See Truck Ins. Exchange v. Kaiser Gypsum Co.*, 602 U.S. 268 (2024); *In re Thorpe Insulation Co.*, 677 F.3d 869, 891 (9th Cir. 2012); *In re AIO US, Inc.*, 672 B.R. 261 (Bankr. D. Del. 2025).

The Committee's argument that the Insurers lack standing until they "acknowledge . . . financial responsibility in this matter" is based on a single, out-of-circuit, outlier bankruptcy court decision, *Diocese of Albany*, that is presently on appeal. *See In re Roman Catholic Diocese of Albany, New York*, 2025 WL 2536165, at *6 (Bankr. N.D.N.Y Sept. 3, 2025), *appeal pending*, No. 1:25-cv-01570-BKS (N.D.N.Y.). Not only is the *Albany* decision contrary to both *Truck* and *Thorpe Insulation*, it admittedly conflicts with another, earlier decision in the same district, *Diocese of Syracuse*, where the court, rejecting the position advanced here by the Committee, correctly held that "liability does not need to be acknowledged or adjudicated before the teachings of *Truck* apply." *In re Roman Catholic Diocese of Syracuse*, 665 B.R. 866, 875 (Bankr. N.D.N.Y. 2024). Moreover, Travelers is defending certain underlying cases against Debtor and Continental has agreed to defend, in both cases subject to reservation of rights.

[2] *See, e.g.*, Committee motion (Dkt. No. 3059) at 4 ("The Objecting Insurers lack standing to be heard on any confirmation issue other than whether the Plan's insurance assignment provisions render it non-confirmable"); Debtor motion (Dkt. No. 3073) at 2 (stating that the Insurers' confirmation objections "focused on the insurance assignment or their rights as a Non-Settling Insurer and Plan provisions related to these issues").

- The Channeling Injunction potentially violates *Purdue Pharma* by barring Insurers' *Blue Ridge* reimbursement claims against non-debtors;
- The Plan impairs Insurers' ability to object to Abuse Claims;
- The Court may only appoint disinterested fiduciaries;
- The Plan is impermissibly ambiguous about pursuing coverage for Trust Claims;
- The Plan does not permit the Insurers to appoint defense counsel for underlying Tort Claims, despite permitting litigation against Debtor as "a nominal party only;"
- The Plan does not contain adequate anti-fraud measures;
- Section 12.12 of the Plan is not authorized because the Plan is not a settlement of all claims;
- The Plan contains an improper non-consensual injunction to bar claims among non-debtor Insurers and the Judgment Reduction provision is inadequate; and
- The Plan contains improper findings and legal conclusions that must be removed.[3]

Thus, to bar or restrict the Insurers' participation in the confirmation hearing based on the mischaracterization that their objections are limited just to the "insurance assignment" would be serious error.

Debtor and the Committee do not argue that the Insurers in any way acted improperly in stating the objections they advanced or in how they conducted themselves during discovery. Yet, with no perceived improper previous behavior to point to, Debtor and the Committee nevertheless seek to limit how the Insurers may be permitted to support their objections and, in the case of the Committee's motion, even whether the Insurers can be permitted to participate at all in the confirmation hearing until after the Court issues a ruling confirming the plan. The motions *in limine* should be overruled for at least seven reasons.

First, the motions *in limine* are fatally vague and ambiguous. A proper motion *in limine* must specifically identify the documents or testimony to which it pertains. "The purpose of a motion

[3] *See generally* Certain Insurers' Plan Objections, Dkt. No. 2958.

*in limine* is to admit or preclude specific documents."[4] Where a motion lacks specificity with respect to the proposed evidence to be excluded, such as where "[n]o particular documents or testimony have been identified in [the] motion, the motion is improper and should be denied.[5] Here, neither Debtor nor the Committee identifies any particular documents, testimony, witnesses, or subjects that they want the Court to declare to be off-limits. Because their motions ask the Court to "rule in a vacuum," the motions are improper and should be denied.[6] "The purpose of a motion *in limine* is not to obtain a generic ruling that the parties must follow the rules of evidence and civil procedure."[7]

Second, the motions *in limine* seek a backdoor ruling on the merits of Insurers' plan objections by seeking to muzzle Insurers' counsel and bar them from presenting evidence supporting Insurers' confirmation objections. A motion *in limine* may not properly be used to obtain substantive rulings. As the Ninth Circuit has stated, "[a] motion in limine is not the proper vehicle for seeking a dispositive ruling."[8]

Third, how the Insurers seek to support their plan confirmation objections—who they choose to cross-examine, what rebuttal witnesses they may call, what documents they may offer into evidence, even what evidentiary objections they may assert—cannot properly be determined and circumscribed before the hearing has even started. Insurers should have free rein, subject only to the Federal Rules of Evidence, to support their plan objections how they choose. As noted above, no blanket advance limitation is warranted or appropriate—the Court can and should hear and decide objections if and as they are made.

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[4] *M.H. v. County of Alameda*, 2015 WL 894758, at *9-10 (N.D. Cal. Jan. 2, 2015), citing *Weiss v. La Suisse, Societe D'Assurances Sur La Vie,* 293 F. Supp.2d 397, 407-08 (S.D.N.Y. 2003).

[5] *Id,*, quoting *Weiss*, 293 F. Supp.2d at 407-08, and citing *CadleRock Joint Venture, L.P. v. Royal Indem. Co.*, 872 F. Supp.2d 592, 602 (N.D. Ohio 2012) (denying motion *in limine* to exclude hearsay statements where movant failed to identify any specific documents or testimony that contained allegedly hearsay statements).

[6] *United States v. Palma*, 2026 WL 414800, at *4 (N.D. Cal. Feb. 15, 2026) (denying motion *in limine* that failed to "identify the particular items of evidence at issue").

[7] *Id.* at *1 (denying motion *in limine* that failed to identify "any particular evidence to which the Court's order would apply"). *See also Droplets, Inc. v. Yahoo! Inc.*, 2022 WL 2670188, *5 (N.D. Cal. Feb. 28, 2022) (same).

[8] *Hana Financial, Inc. v. Hana Bank*, 735 F.3d 1158, 1162 n.4 (9th Cir. 2013) (noting with approval district court's denial of motion *in limine* that "was, in essence, improperly seeking a dispositive ruling . . . through a motion in limine).

Fourth, the Committee offers no support whatsoever for its novel request to divide the confirmation hearing into two phases, the first of which would completely exclude the Insurers from participation even though the Insurers are unquestionably parties in interest under § 1109. Not only is the Committee's proposal an unprecedented and unsupported attempt to violate the Insurers' statutory and due process rights, if accepted it would multiply any delay in the confirmation hearing far beyond that which might occur if the Insurers ask a few witnesses some questions on cross or offer some exhibits for admission into evidence. The insurance phase of the confirmation hearing proposed by the Committee would not even begin until after the Court issues its initial ruling on the Committee's objections. To accommodate the second phase of the hearing, trial would have to be reconvened, witnesses would have to be called (and in some cases recalled[9]), new closing arguments would have to be made, etc. The added costs and delay are palpable and cannot be justified.

Fifth, neither Debtor nor the Committee offer any support for their proposal to limit the Insurers' participation at trial to the discovery the Insurers previously took. There is no requirement in any applicable statute or rule that a party can only introduce at trial evidence that it developed during discovery.[10] This particularly goes for cross-examination: the Insurers should be permitted to ask any relevant questions of any witness regardless of whether the Insurers examined that witness during depositions. Similarly, the Insurers should be permitted to object to any evidence that is not admissible under the applicable rules of evidence or otherwise.

Sixth, the Committee offers no support for its request, casually tossed off in just a single sentence, that the Court permit only one insurer counsel to speak on any particular issue. Not only would that unreasonably interfere with the legal rights of all Insurers whose lawyers would be silenced, it would, perversely, penalize Continental and the other Insurers who joined in the "Certain Insurers"

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[9] During the June 8 pretrial conference, the Committee sought agreement to conduct examinations of Debtor's witnesses outside the scope of direct precisely to avoid having to recall witnesses. Yet the Committee seems unconcerned about recalling witnesses weeks or months later for a separate phase of trial.

[10] *See Palma*, 2026 WL 414800, at *4 (denying a motion *in limine* to bar defendant from offering evidence that could have been, but was not, produced in discovery, the court specifically noted that "[t]he government's motion does not identify the particular items of evidence at issue (understanding that it does not yet know what those items are) and the Court cannot rule in a vacuum").

objection for pursuing efficiency by filing a joint plan objection. The Court can readily regulate duplicative, time-wasting arguments on the spot, if it deems that appropriate; but, again, an advance categorical prohibition dictating which insurer counsel or how many can be heard on a particular point is unnecessary, unprecedented, and unlawful.

Finally, the motions filed by Debtor and the Committee are not only unnecessary and baseless, they are ill-considered. If Debtor wants to limit the costs related to the confirmation process, and the Committee wants any consideration provided under a confirmed plan to be paid to claimants as soon as possible, the last thing they should be attempting to do is interfere with Insurers' due process rights or muzzle insurer counsel. If they "succeed," they will face the same fate as the debtor in *Thorpe Insulation*, where the bankruptcy judge barred the insurers from participation in the confirmation hearing due to lack of standing, the Ninth Circuit reversed and remanded because it concluded the insurers did have standing, and the bankruptcy court was then required to conduct a post-remand renewed confirmation hearing several years later to allow the insurers to present their evidence and make their arguments.[11]

Wherefore, Continental and the other Insurers joining this objection respectfully request that the Court deny both Debtor's and the Committee's respective motions *in limine* seeking to eliminate or restrict the Insurers' participation in the confirmation hearing.

DATED: June 10, 2026

Respectfully submitted,

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[11] *See In re Thorpe Insulation Co.*, 677 F.3d at 891 (where bankruptcy court and district court erroneously concluded insurers lacked standing to participate in a confirmation hearing, Ninth Circuit reversed the judgment of the district court and "remand[ed] to the district court with instructions that it remand to the bankruptcy court to permit Appellants to submit their proof on all issues they previously preserved").

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[12] 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; 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.).