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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.

PACIFIC INSURERS' OMNIBUS OPPOSITION TO THE DEBTOR'S AND THE COMMITTEE'S RESPECTIVE MOTIONS *IN LIMINE* TO PRECLUDE INSURER PARTICIPATION AT THE HEARING ON CONFIRMATION OF THE DEBTOR'S MODIFIED FOURTH AMENDED PLAN OF REORGANIZATION

Case No. 23-40523 WJL
Chapter 11
Judge: Hon. William J. Lafferty

Place: United States Bankruptcy Court
Courtroom 220, 1300 Clay Street
Oakland, CA 94612

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Pacific Indemnity Company, Pacific Employers Insurance Company, Insurance Company of North America, and Westchester Fire Insurance Company (the "Pacific Insurers") by and through their counsel submit this objection to the motions *in limine* filed by the Committee, Dkt. No. 3059 (the "Committee Motion"), and the Diocese of Oakland, Dkt. No. 3073 (the "Debtor Motion") (together the "Motions"), that seek to preclude or limit insurers as parties in interest from participating in the confirmation hearing.

I. INTRODUCTION

1. The Pacific Insurers are parties in interest with standing to participate fully in the confirmation hearing. As the Supreme Court held in *Truck Insurance Exchange v. Kaiser Gypsum Co.*, and the Ninth Circuit before it in *Thorpe Insulation Company*, insurers are entitled to appear and be heard on any issue in a Chapter 11 case.

2. In *Truck Ins. Exch. v. Kaiser Gypsum Co., Inc.*, the Supreme Court decisively declared that an insurer is a "party in interest" under section 1109(b) and, as such, that section grants insurers "a voice in the proceedings" to "appear and be heard on any issue" in a Chapter 11 case. 602 U.S. 268, 269-70 (2024). The Supreme Court recognized that a plan could potentially impact insurers in multiple ways—it "can impair an insurer's contractual right to control settlement or defend claims," "abrogate an insurer's right to contribution from other insurance carriers," "violat[e] ... the debtor's duty to cooperate and assist," or "impair the insurer's financial interests by inviting fraudulent claims." *Id.* at 281. The rationale is simple: where a proposed plan "allows a party to put its hands into other people's pockets, the ones with the pockets are entitled to be fully heard and to have their legitimate objections addressed." *Id.* at 282 (quoting *In re Global Indus. Techs., Inc.*, 645 F.3d 201, 204 (3d Cir. 2011)).

3. In *In re Thorpe Insulation Company*, the courts below denied insurers "the opportunity to be heard *fully* on the reorganizational plan at the confirmation hearing in bankruptcy driven by tort claims." 677 F.3d 869, 878-79 (9th Cir. 2012) (emphasis added). The Ninth Circuit reversed, holding that because "each of the insurers…may be liable to claimants," they "should be viewed as a party in interest" and "should have been permitted to be heard in challenging the plan." *Id.* at 886. The court reversed confirmation on the ground that the plan had proceeded "without

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full input from insurer parties who will be economically affected by the plan," and instructed the bankruptcy court on remand to permit the insurers to fully participate in presenting objections. *Id.* at 891.

4. The Third Circuit's decision in *In re The Diocese of Camden* further reinforces the Pacific Insurers' standing. The Third Circuit reversed the district court's denial of a stay pending appeal of the confirmation order and granted a stay, holding that, in light of *Truck*, the insurers "established a likelihood of success as parties-in-interest." No. 24-2065, slip op. at 2 (3d Cir. Jan. 2, 2025). In *Camden*, the same lawyers who represent the Committee here advanced the same arguments, using largely the same brief as here, to convince the bankruptcy court to limit the insurers' participation. That decision had catastrophic consequences because it resulted in a Circuit-issued stay and exposed the confirmation hearing to being redone, just as happened in *Thorpe*.

5. In the run-up to the confirmation hearing, this Court has repeatedly recognized the Insurers' right to participate in the confirmation proceedings. At the April 17 hearing, the Court noted it was "aware of the insurers preserving their positions" and observed that "most of that really boils down to confirmation issues." Declaration of Alexandra Wolter ("Wolter Decl.") Ex. B (Transcript of Hearing at 72:1-10*, In re The Roman Catholic Bishop of Oakland*, No. 23-40523 (Bankr. N.D. Cal. Apr. 17, 2026)). At an earlier hearing, the Diocese's own counsel acknowledged, and the Court agreed, that the insurers "have been active in discovery to date, which has commenced." Wolter Decl. Ex. A (Transcript of Hearing at 7:8–8:19, *In re The Roman Catholic Bishop of Oakland*, No. 23-40523 (Bankr. N.D. Cal. Apr. 10, 2026)) (the "April 10 Tr. of Hr'g"). When counsel for London Market Insurers sought to preserve certain positions until the confirmation hearing, the Court responded: "You can preserve that. That's fine." *Id*. at 144:16–18.

6. The attempts now to impose prerequisites on the Insurers' participation find no support in controlling authority and rest on outlier decisions that conflict with the very principle *Truck* established: that standing under § 1109(b) turns on whether an insurer's interests *may* be affected by the proceedings, not whether liability has been acknowledged or adjudicated.

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7. Finally, even if the Insurers' objections were as narrow as the Committee and the Debtor suggest, and they are not, there is no rule or authority permitting a court to restrict in advance the manner in which a party in interest supports its objections—including through cross-examination, rebuttal testimony, documentary evidence, and evidentiary objections. The Court should deny the Motions and permit the Pacific Insurers and other insurers to be heard fully at the confirmation hearing.

II. ARGUMENT

A. The Significant Impact of *Truck* and Its Holding

8. The Committee suggests that the *Truck* opinion has no impact here. Committee Motion at 3-4. But *Truck* made the basis for standing clear: insurers in bankruptcy cases "***stand alone in carrying the financial burden***," while "Debtors nor the Claimants have an incentive to limit the post[-]confirmation cost of defending or paying claims." 602 U.S. at 281-82 (emphasis added). The Supreme Court expressly held that "Insurers . . . with financial responsibility for bankruptcy claims are parties in interest," and as such, Section 1109(b) grants them "a voice in the proceedings" to "appear and be heard on any issue" in the bankruptcy. *Id.* at 277, 281.

9. The bankruptcy plan in *Truck* was recognized as "insurance neutral[]," meaning the parties acknowledged (at least on paper) that insurers' rights were fully preserved. 602 U.S. at 283-84. The insurance neutrality doctrine was rooted in case law relating to the "prudential" standing requirements. Pre-*Truck*, the insurance neutrality doctrine aimed to answer the question of "whether and how the particular proposed Plan affects [an insurer's] prepetition and post-petition obligations and exposure." *Id.*

10. But *Truck* changed how these requirements apply. Despite the insurance neutrality finding, the Supreme Court unanimously held that the insurer still had standing to object because the plan adversely impacted "insurers with financial responsibility for bankruptcy claims." *Id.* Similarly, the Ninth Circuit in *Thorpe* rejected labeling of the plan as "insurance neutral" and instead examined the real-world impacts the plan might have on the insurers' contractual rights. *Thorpe*, 677 F.3d at 877-79.

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B. The Supreme Court Rebuffed the "Issue-by-Issue" Evaluation for Insurer Standing

11. In *Truck*, as here, the insurers defended under a reservation of rights and there was not a determination of coverage for claims for which liability had yet been found, nor could there be. *See Truck*, 602 U.S. at 274-75.

12. The Court characterized the "insurance neutrality" approach as "conceptually wrong." *Id.* at 283. For the Supreme Court, "the insurance neutrality doctrine is too limited in its scope" because "[i]t zooms in on the insurer's prepetition obligations and policy rights." *Id.* The Court found that approach "wrongly ignores all the other ways in which bankruptcy proceedings and reorganization plans can alter and impose obligations on insurers." *Id.*

13. The Supreme Court focused instead on the "capacious" text of Section 1109(b) itself. The Court noted that Section 1109(b) is unambiguous and was intended to create an "expansive definition" that would bring "a broad range of individual and minority interests" into Chapter 11 cases to prevent "dominant interests" from controlling the restructuring process." *Id.* at 280; *see also id.* at 280-81 ("In short, § 1109(b) was 'designed to serve ... the policies of inclusion underlying the chapter 11 process.'" (quoting 7 Collier on Bankruptcy ¶ 1109.02)).

14. The Supreme Court resolved in *Truck* that Section 1109(b) is not dependent on "a plan-specific rule," which is essentially what "prudential standing" limitations were designed to address. The Court held that the proper inquiry into whether an insurer can "appear and be heard on any issue" is focused on whether an insurer's rights could ***potentially*** be impacted as a result of the bankruptcy case—not how a particular plan actually treated the insurer. 602 U.S. at 272 ("Section 1109(b) asks whether the reorganization proceedings ***might*** directly affect a prospective party, not how a particular reorganization plan actually affects that party.").

15. The Court made the analysis for determining standing clearer for those insurers who "stand alone in carrying the financial burden" because neither "Debtors nor the Claimants have an incentive to limit the post[-]confirmation cost of defending or paying claims." *Id.* at 282.

16. In the briefing before the Supreme Court in *Truck*, the debtor argued that insurers must meet issue-by-issue Article III/injury-in-fact standing requirements, as well as prudential

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standing requirements, to be allowed to object to a plan's confirmation. The Supreme Court disagreed, dispelling any risk of insurer-litigants raising another person's legal rights, *i.e.*, the primary concern for prudential standing under case law. The Court noted the argument that there may be a "parade of horribles" in allowing "peripheral parties" with interests in the proceedings to derail a reorganization. *Id.* at 284. The Court found that such concern about "peripheral parties" is not present for insurers like Truck, who have a significant financial stake in the proceedings and are essentially *the only party with any incentive to question any improper plan provisions* that may impact them directly. *Id*. at 284.

17. *In re AIO US, Inc.* further supports the Pacific Insurers' standing here. 672 B.R. 261 (Bankr. D. Del. 2025). Therein, Judge Goldblatt explained that under *Truck* insurers only need to satisfy the "party in interest" test under Section 1109(b) of the Bankruptcy Code. *Id.* at 267. In doing so, the court rejected other hurdles, including (1) Article III standing, and (2) prudential standing. *Id.* at 271-72 ("It is simply incorrect to say that a party objecting to relief in bankruptcy court needs to show that it has Article III standing [or] … 'prudential standing[.]'").

C. An Insurer Does Not Need to "Admit" Liability to Have Standing

18. The Committee's response that Insurers lack standing until they "demonstrate actual, present financial responsibility before participating as parties in interest" is based on two out-of-circuit, outlier bankruptcy court decisions that are neither binding nor persuasive. Committee Motion at 3:25-4:2; 4:11-15 (citing *In re Roman Cath. Diocese of Albany*, 2025 WL 2536165 (Bankr. N.D.N.Y. Sept. 3, 2025); *In re Roman Cath. Church of Archdiocese of New Orleans*, 2025 WL 3545484 (Bankr. E.D. La. Dec. 9, 2025)).

19. These decisions are contrary to *Truck* given that the Supreme Court held the proper inquiry into whether an insurer can "appear and be heard on any issue" is focused on whether an insurer's rights *could* potentially be impacted by the bankruptcy case. *Truck*, 602 U.S. at 272 ("Section 1109(b) asks whether the reorganization proceedings *might* directly affect a prospective party, not how a particular reorganization plan actually affects that party.") (emphasis added).

20. The decision in the *Diocese of Albany* bankruptcy also conflicts with a decision from the Chief Bankruptcy Judge of the same district. *See*, *e.g.*, *In re Roman Cath. Diocese of Syracuse*,

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665 B.R. 866, 875 (Bankr. N.D.N.Y. 2024) ("[L]iability does not need to be acknowledged or adjudicated before the teachings of *Truck* apply."). Accordingly, the Committee's argument fails because it imposes a prerequisite—determined financial responsibility—that *Truck* expressly rejected. The Supreme Court made clear that standing under § 1109(b) turns on whether an insurer's interests *could* be affected by the proceedings, not whether liability is undisputed or accepted.

21. The Committee's reasoning also does not apply in this case. Here, the Pacific Insurers agreed to defend claims subject to a reservation of rights,[1] have associated defense counsel into the defense of the underlying claims,[2] have paid costs of associated defense counsel,[3] are parties to the adversary proceeding filed against them by the Diocese and the monetary demands associated with it,[4] and are parties to the Mediation Order.[5]

22. The Pacific Insurers have demonstrated a direct financial stake in the case.[6] As entities that have incurred and are incurring costs associated with the defense and may be asked to pay if there is a judgment, the Pacific Insurers are parties-in-interest with a right to object. *See*

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[1] *See, e.g.,* Wolter Decl. at Ex. D (Pacific Insurers' June 29, 2024 Letter to RCBO re Reservation of Rights (RCBO-CC-0022569) ("reaffirm[ing] Pacific Indemnity's agreement to defend…claims that allege abuse within the policy periods of the Pacific Indemnity Policies…[and] reserve[ing] its rights to deny coverage…")); Ex. E (Pacific Insurers' January 24, 2025 Letter to RCBO re Reservation of Rights (PIC_0004815) (same).

[2] Wolter Decl. at Ex. F (Pacific Insurers' August 4, 2025 Letter to RCBO).

[3] Among other things, associated counsel funded by the Pacific insurers prepared a motion to dismiss one of the stay relief cases in the JCCP for failure to file a fact sheet. *See* RCBO's Notice of Motion and Motion to Dismiss Action (Case No. 22CV020490, Cal. Super. Ct. for Alameda County – JCCP 5108).

[4] *See* Complaint, *In re: The Roman Catholic Bishop of Oakland Insurance Adversary Proceeding Litigation* (Case No 3:24-cv-00709-JSC, N.D. Cal.) [Dkt No. 1] (naming Pacific Insurers in the coverage adversary proceeding seeking both a declaratory judgment that the Insurers are obligated to indemnify the Parishes and/or the Diocese for all sums the Parishes and/or Diocese become obligated to pay through judgment, settlement, or otherwise as well as damages for costs to pay settlements and/or judgments in the Underlying Actions and Claims).

[5] *See* Order Referring Parties to Mediation, at 3 [Dkt. No. 810] (mandating participation in the mediation for all insurers, including but not limited to Pacific Insurers).

[6] *E.g., In re Black, Davis & Shue Agency, Inc.*,460 B.R. 407, 414-15 (Bankr. M.D. Pa. 2011) (quoting *Adair v. Sherman*, 230 F.3d 890, 894 n. 3 (7th Cir. 2000)); *In re Standard Insulations, Inc.*, 138 B.R. 947, 950 (Bankr. W.D. Mo. 1992) ("The insurers are parties in interest under 11 U.S.C. §§ 1109(b) and 502(a), and have standing to object to claims against the estate."); *see also In re Heating Oil Partners*, 2009 U.S. Dist. LEXIS 117871, at *17 (D. Conn. Dec. 17, 2009) ("Where the debtor's insurance was . . . the true asset sought by personal injury claimants against the debtor, the insurers were parties in interest with standing to object to claims against the estate.").

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Truck, 602 U.S. at 282 (an insurer is a party in interest it has a risk of "***potential*** financial harm—attributable to [its] status as an insurer with financial responsibility for bankruptcy claims") (emphasis added).

23. The Pacific Insurers' policies are directly implicated by the underlying claims—their rights stand to be materially altered by the Plan, which seeks to resolve those claims.[7] That is more than sufficient to confer standing under *Truck*, and the Court should reject the invitation to adopt a contrary rule.

D. Article III and Party-in-Interest Standing Are "Effectively Coextensive" in Tort-Driven Bankruptcies, Not Two Separate Requirements

24. Article III standing and party-in-interest standing under Section 1109(b) "are effectively coextensive," and thus satisfying party-in-interest status means that Article III "injury in fact" has been met. In other words, where a party satisfies party-in-interest standing under the Bankruptcy Code, there is no need to show Article III standing. *In re Global Indus. Techs.*, 645 F.3d at 210-11 (stating that "injury-in-fact requirement ... [is] very generous" and is met with an "identifiable trifle of injury" or when a party has "a personal stake in the outcome of [the] litigation"); *accord In re AIO US, Inc.*, 672 B.R. at 272-73 (citing *Lexmark Int'l, Inc. v. Static Control Components, Inc.*, 572 U.S. 118 (2014)) ("It is simply incorrect to say that a party objecting to relief in bankruptcy court needs to show that it has Article III standing [or] … 'prudential standing[.]'").

25. An insurer has shown "injury in fact" if the plan or other action potentially may impair its contractual rights or monetary interests. Claims allowance and valuation procedures adversely impact insurers by subjecting them to inflated liability for claims, which imposes an "entirely new set of administrative costs, including the investigative burden of finding any meritorious suits in the haystack of potentially fraudulent ones." *In re Global Indus. Techs.,* 645 F.3d at 214.

26. As the Court of Appeals found in *In re Global Indus. Techs.,* the ancillary financial burden "will be enormous, even if [Insurers] never pay a single dollar of indemnity," and the injury

[7] *See, e.g.,* Wolter Decl. at Ex. J (Pacific Insurers: PEIC Excess Policy No. XCC 01-24-05).

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is "hardly too speculative" to afford party-in-interest status. *Id.* The Insurers will face these high financial burdens if they are not permitted to address invalid claims in this Bankruptcy Court.

27. The Supreme Court in *Truck* recognized the various forms of impairments that insurers suffer in almost every tort-driven bankruptcy are sufficient to grant insurers party-in-interest status. *See Truck*, 602 U.S. at 281. The Court found that the potential financial impact a bankruptcy proceeding has upon insurers is more than enough to confer Article III standing.

E. Prudential Standing Concerns Are Superseded Where Congress Has Expressly Conferred Standing by Statute

28. By any measure, prudential standing concerns are met because, under *Truck*, insurers have party-in-interest standing under Section 1109(b). By its terms, Section 1109(b) specifies that any "party in interest" in a Chapter 11 case "may raise and may appear and be heard on ***any issue***." 11 U.S.C. § 1109(b). And where, as here, "Congress has expressly conferred standing by statute, prudential standing concerns are superseded." *Gen. Instrument Corp. of Del. v. Nu-Tek Elecs. & Mfg., Inc.*, 197 F.3d 83, 87 (3d Cir. 1999) (citing *Warth v. Seldin*, 422 U.S. 490 (1975)); *accord Preston v. Heckler*, 734 F.2d 1359, 1365 (9th Cir. 1984) ("When Congress has prescribed the elements of standing under a statute, prudential principles are not applicable…"); *see also In re AIO US, Inc.*, 672 B.R. at 272-73 (holding "[p]rudential standing is no longer a thing" where Congress has specified who may appear and be heard in a bankruptcy case under Section 1109(b)).

29. In any event, prudential standing is met for the same reasons insurers have satisfied the Section 1109(b) standard. Like in *Truck*, insurers carry a significant financial burden for the claims and have a practical stake in whether meritless claims are allowed, whereas neither the "Debtor[] nor the Claimants have incentive to limit the post[-]confirmation cost of defending or paying claims." *Truck*, 602 U.S. at 282.

30. The lack of incentive (other than from insurers) to challenge inflated costs, awards, or meritless claims in general is telling as to why allowing insurers to be heard is appropriate. Because "no one [else] has an incentive to pursue" a challenge to claims lacking merit "other than the insurers slated to provide coverage," *In re Global Indus. Techs.*, 645 F.3d at 214,

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the insurers have a practical stake and are directly impacted. *See also In re Congoleum*, 426 F.3d 675, 687 (3d Cir. 2005) (finding insurer standing appropriate where "as a practical matter ... it is highly unlikely that any of the parties other than the insurers or their attorneys" would bring a challenge).

31. Courts have also found that conferring broad party-in-interest standing on insurers (akin to the *Truck* decision) upholds the integrity or fairness of the proceedings as a whole. For example, in *In re Congoleum*, the court held that insurers have party in interest standing to challenge the *general fairness* of the plan under Section 1129(a), as they "have practical stake in the fundamental fairness of the [p]lan as a whole," including "interrelated issues of good faith, classification, § 524(g), and feasibility." 2005 WL 712540, at *4 (D.N.J. Mar. 24, 2005).

32. Similarly, the Third Circuit extended insurers' standing to even challenge a debtor's choice of insurance counsel to preserve the integrity of the proceedings that impact the insurers. *See In re Congoleum*, 426 F.3d at 685-87 (granting insurers standing to challenge retention of debtor's insurance counsel as "an issue based on procedural due process concerns that implicate the integrity of the bankruptcy court proceeding as a whole"); *see also Baron & Budd, P.C. v. Unsecured Asbestos Claimants Comm.*, 321 B.R. 147, 159 n.1 (D.N.J. 2005) (confirming that insurers who are parties in interest can raise "all issues pertinent to plan confirmation"). And in fact, the *Congoleum* court, having dealt with challenges to insurers' standing to object to a plan multiple times, upheld insurers' rights and stated that "[t]his is the seventh time a court . . . has found that the insurers have standing to challenge the Plan due to ***their fundamental stake*** in the outcome of the bankruptcy proceedings." *In re Congoleum Corp.*, 414 B.R. 44, 55-57 (D.N.J. 2009) (emphasis added). Thus, the *Truck* decision essentially follows a long line of courts conferring insurers' standing in tort-driven bankruptcy proceedings.

F. No Blanket Advance Limitation to Participation at Trial Is Warranted or Appropriate

33. Even assuming, as the Committee and the Diocese contend, that the Pacific Insurers' objections are limited, that does not warrant an advance blanket limitation on participation in the confirmation hearing.

34. How a party in interest seeks to support its objections—who they choose to cross-examine, what rebuttal witnesses it may call, what documents it may offer into evidence, even what evidentiary objections it may assert—cannot be determined and circumscribed before the hearing has even started. Insurers must be able, subject only to the Federal Rules of Evidence, to support their plan objections how and when they choose. No blanket advance limitation is warranted or appropriate—the Court can hear and decide objections if and as they are made. This is consistent with previous representations made by the Committee: "[T]he insurers, if they have concerns with the proposed findings of fact, must be given an opportunity to object." Wolter Decl. at Ex. C (March 25, 2026 Transcript of Hearing at 35:24–36:11, *In re The Roman Catholic Bishop of Oakland*, No. 23-40523 (Bankr. N.D. Cal. Mar. 25, 2026).

35. Nor does the Committee offer legal support for its request that only one Insurer can speak to a particular objection by the Insurers.[8] Nor could it. There is no such authority, nor could there be given that each insurer has different interests, governed by their individual insurance contracts. Each insurer issued different contracts and, in various instances, different types of contracts. The Court can readily regulate duplicative, time-wasting arguments on the spot, if appropriate, but an advance categorical prohibition dictating which insurer counsel or how many can be heard on a particular point is unnecessary and inappropriate, and the Committee puts forth no precedent.

36. The Pacific Insurers were likewise entitled to cross-examine witnesses called by other parties without independently serving them. "There is no formal requirement for a party seeking to cross-examine a deponent to serve a notice . . . In a multi-party lawsuit, one party may notice the deposition and other parties may attend and cross-examine the deponent without also having to notice the deposition." *FCC v. Mizuho Medy Co.*, 257 F.R.D. 679, 681–82 (S.D. Cal. 2009); *see In re Prof'l Fee Matters Concerning Jackson Walker Law Firm*, 663 B.R. 480, 532 (Bankr. S.D. Tex. 2024) (allowing third party to proceeding to participate in questioning during a deposition without having filed a formal notice).

[8] Committee Motion at 5:8-12.

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G. The Committee and Diocese's Other Arguments Are Meritless

1. The Pacific Insurers' Objections Are Not Limited to the Insurance Assignment

37. The Committee and Diocese grossly mischaracterize the Pacific Insurers' objections to the Plan in arguing that the Pacific Insurers' participation should be strictly "limited to the assignability of their policies—nothing more."[9] While the Pacific Insurers raised objections to the assignment, they also advanced many other objections.[10] Those objections include but are not limited to: (1) the Plan's improper "delayed discharge" provisions,[11] (2) the Channeling Injunction's violation of *Purdue Pharma* by barring Insurers' reimbursement and contribution claims against non-debtor insurers, [12] (3) the Plan's alteration and/or impairment of Pacific Insurers rights and existing insurance contracts,[13] and (4) that Section 12.12 of the Plan is inconsistent with applicable law.[14]

2. The Pacific Insurers Participated in Discovery

38. The Debtor's and Committee's portrayal of the Pacific Insurers' purportedly "limited" participation in discovery, is a stark reversal from the Debtor's previous representation

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[9] Committee Motion at 4:26-27; 5:2-3; Debtor Motion at 2:5-11.
[10] *See* Pacific Insurers' Objection to Confirmation of the Debtor's Modified Fourth Amended Plan of Reorganization, Dkt. No. 2758.
[11] *Id.* at 8-10.
[12] *Id.* at 10-13.
[13] *Id.* at 17-20.
[14] *Id.* at 7-8. The Pacific Insurers also explicitly reserved "all of their rights to supplement" their objections to the plan, "whether or not" those objections were expressly referenced in the Objections. *Id.* at 26; *see also* Certain Insurers' Plan Objections, Dkt. No. 2958 (objecting on the grounds: (1) the Plan contains improper "delayed discharge" provisions; (2) the Plan's Litigation Option violates §§ 1129(a)(1) and 1129(a)(3) of the Bankruptcy Code; (3) the Channeling Injunction potentially violates Purdue Pharma by barring Insurers' Blue Ridge reimbursement claims against non-debtors; (4) the Plan impairs Insurers' ability to object to Abuse Claims; (5) the Court may only appoint disinterested fiduciaries; (6) the Plan is impermissibly ambiguous about pursuing coverage for Trust Claims; (7) 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;" (8) the Plan does not contain adequate anti-fraud measures; (9) Section 12.12 of the Plan is not authorized because the Plan is not a settlement of all claims; (10) the Plan contains an improper non-consensual injunction to bar claims among non-debtor Insurers and the Judgment Reduction provision is inadequate; and (11) the Plan contains improper findings and legal conclusions that must be removed).

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that Insurers "have been active in discovery to date."[15] The Pacific Insurers served written discovery, designated deposition testimony and attended the depositions.[16] There is no legal support offered for the erroneous proposition that a party's participation at trial can be limited to the discovery it took.[17] This is particularly true for cross-examination and the admission of evidence: due process mandates that the Pacific Insurers should be permitted to ask any relevant questions of any witness regardless of whether the Insurers examined that witness during depositions and to object to any evidence that is not admissible under the applicable rules of evidence or otherwise. *In re Thorpe Insulation Co.*, 677 F.3d 869 (9th Cir. 2012) (finding insurers had a right to be heard "fully and fairly" before the plan was finalized).

III. CONCLUSION

39. For the foregoing reasons, the Pacific Insurers respectfully request that the Court deny the Diocese's and Committee's Motions in their entirety and permit the Pacific Insurers to participate fully and without restriction in the confirmation hearing.

[15] *Compare* Diocese Motion at 2:8-9; 6:10-13; Committee Motion at 2:12-14, *with* Wolter Decl. Ex. B (April 10 Tr. of Hr'g at 7:8-8:19, *In re The Roman Catholic Bishop of Oakland*, No. 23-40523 (Bankr. N.D. Cal. Apr. 10, 2026)).

[16] *See, e.g.,* Wolter Decl. Exs. G-I.

[17] Pacific Insurers participated in depositions as much as possible. Pacific Insurers attended nearly every fact and expert deposition but for all of the times Pacific Insurers wanted to participate they were allowed time to do so in just one, the deposition of Daniel Flanagan. Even then, all insurers were allowed only "11 minutes" total for questions from all insurers as fact witness questions. Wolter Decl. Ex. G (Deposition Transcript of Daniel Flanagan, *In re The Roman Catholic Bishop of Oakland*, No. 23-40523 (Bankr. N.D. Cal. Apr. 28, 2026)), at 103:16-104:17. When counsel for the Pacific Insurers had further questions at the 2:30 PM end time, despite the delay created by the Diocese from the recess, the Diocese's counsel abruptly terminated the deposition. *Id*. at 112:14-22. The Diocese justified this by arguing that "You never noticed the deposition, Counsel. . . . You never reached an agreement with us." *Id.* at 113:8-21.

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Dated: June 10, 2026

By: */s/ Alexandra J. Wolter*

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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.

DECLARATION OF ALEXANDRA J. WOLTER IN SUPPORT OF PACIFIC INSURERS' OMNIBUS OPPOSITION TO THE DEBTOR'S AND THE COMMITTEE'S RESPECTIVE MOTIONS *IN LIMINE* TO PRECLUDE INSURER PARTICIPATION AT THE HEARING ON CONFIRMATION OF THE DEBTOR'S MODIFIED FOURTH AMENDED PLAN OF REORGANIZATION

Case No. 23-40523 WJL
Chapter 11
Judge: Hon. William J. Lafferty

Place: United States Bankruptcy Court
Courtroom 220, 1300 Clay Street
Oakland, CA 94612

I, Alexandra J. Wolter, hereby declare the following under penalty of perjury pursuant to 28 U.S.C. § 1746:

1. I am an attorney with the law firm O'Melveny & Myers LLP, and I am counsel for Pacific Indemnity Company, Pacific Employers Insurance Company, Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America, and Westchester Fire Insurance Company (collectively, the "Pacific Insurers") in the above-referenced matter. I submit this declaration in support of the Pacific Insurers' Omnibus Opposition to the Debtor's and the Committee's Respective Motions *in Limine* to Preclude Insurer Participation at the Hearing on Confirmation of the Debtor's Modified Fourth Amended Plan of Reorganization (the "Opposition").

2. Attached hereto as **Exhibit A** is a true and correct copy of excerpts from the transcript of the April 10, 2026 Status Hearing before the Honorable William J. Lafferty in the above-captioned action.

3. Attached hereto as **Exhibit B** is a true and correct copy of excerpts from the transcript of the April 17, 2026 Status Hearing (continued) before the Honorable William J. Lafferty in the above-captioned action.

4. Attached hereto as **Exhibit C** is a true and correct copy of excerpts from the transcript of the March 25, 2026 Status Hearing before the Honorable William J. Lafferty in the above-captioned action.

5. Attached hereto as **Exhibit D** is a true and correct copy of the June 29, 2024 Letter from Pacific Indemnity Company to Eileen Ridley, counsel for the Diocese of Oakland, which describes the Pacific Insurers' reservation of rights.

6. Attached hereto as **Exhibit E** is a true and correct copy of the January 24, 2024 Letter from Pacific Indemnity Company to Eileen Ridley, counsel for the Diocese of Oakland, which describes the Pacific Insurers' reservation of rights. Counsel for the Pacific Insurers has redacted sensitive information regarding the identities of claimants.

7. Attached hereto as **Exhibit F** is a true and correct copy of the August 4, 2025 Letter from the Pacific Insurers to Eileen Ridley, counsel for the Diocese of Oakland, which describes the Pacific Insurers as retaining Taylor Anderson LLP to associate in the defense of the Diocese of Oakland.

8. Attached hereto as **Exhibit G** is a true and correct copy of excerpts from the April 28, 2026 Deposition of Daniel Flanagan.

9. Attached hereto as **Exhibit H** is a true and correct copy of the Pacific Insurers' Objections to the Diocese's Deposition Designations, as served on June 9, 2026.

10. Attached hereto as **Exhibit I** is a true and correct copy of the Pacific Insurers' First Set of Interrogatories to the Roman Catholic Bishop of Oakland, as served on April 6, 2026.

11. Attached hereto as **Exhibit J** is a true and correct copy of Pacific Insurers: PEIC Excess Policy No. XCC 01-24-05 (3/13/85-12/1/85), as issued to the Diocese of Oakland. Counsel for the Pacific Insurers has redacted sensitive information regarding premiums and broker commissions.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed this tenth day of June, 2026 in Pasadena, California.

Respectfully submitted,

By: */s/ Alexandra J. Wolter*
Alexandra J. Wolter

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EXHIBIT A

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

-oOo-

In Re:	) Case No. 23-40523
	) Chapter 11
THE ROMAN CATHOLIC BISHOP OF OAKLAND,	) Oakland, California
	) Friday, April 10, 2026
Debtor.	) 8:00 AM
_____	)
	STATUS HEARING

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE WILLIAM J. LAFFERTY
UNITED STATES BANKRUPTCY JUDGE
VOLUME 1 OF 1

APPEARANCES:

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For the Pacific Insurance:	TANCRED SCHIAVONI (Telephonically) O'Melveny & Myers LLP 1301 Avenue of the Americas Suite 1700 New York City, NY 10019 (212)326-2267
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Court Recorder: DAWANA CHAMBERS
United States Bankruptcy Court
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Oakland, CA 94612

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So my instinct would be to break it up in just that way, unless somebody has a better idea. And I know within that is a debtor request that I basically table the Committee plan. I'm kind of counting that as to the matters on which you guys are sort of symmetrically in opposition. Okay. Anybody have a different idea of what -- or an additional idea of what we're up to today?

MR. MOORE: Morning again, Your Honor. Mark Moore for the debtor. Your Honor, I think, from our perspective, that makes sense.

THE COURT: Okay.

MR. MOORE: We have now two, what I'll refer to as, competing plans that were either filed or served on March 27th. I did want to note, because of the ECF issues, we were not able to file our modified fourth amended plan until Sunday the 29th. But as we noted in our notice, we did circulate it to the parties that Friday the 27th. So you now have a Committee which is on, I believe it's -- I'll refer to it as an amended plan. You have a debtor which is on a modified fourth amended plan.

THE COURT: Yeah.

MR. MOORE: And then, each of those parties has objected to the other's --

THE COURT: Right.

MR. MOORE: -- disclosure statement.

THE COURT: Right.

MR. MOORE: The insurers --

THE COURT: Now --

MR. MOORE: I'm sorry.

THE COURT: No. Finish your thought, then I probably will follow up on that.

MR. MOORE: So the insurers have lodged certain objections to both the disclosure statements and that seemed to, I think the Court used the word narrative, start to lay the groundwork for what may be confirmation issues. I think this Court has noted several times that the insurers are not voting parties. They can be heard, certainly, at confirmation. They've been active in discovery to date, which has commenced.

THE COURT: Yeah.

MR. MOORE: Or recommenced, I should say.

THE COURT: Um-hum.

MR. MOORE: But fundamentally, you have the debtor, which has objected to the Committee's disclosure statement, and filed a motion to strike. We also filed our proposed letter to survivors, if and when we ever get to that point. And then, you have a Committee which has now objected to the debtor's disclosure statement as well.

THE COURT: Um-hum.

MR. MOORE: There are a lot of things that we could talk about with the Committee plan and the Committee disclosure

statement, should we get to that point. But as a threshold issue, Your Honor, what we're going to ask you to do today is to approve the debtor's disclosure statement, finally, and then deny or continue the Committee's disclosure statement, because we think it's fundamentally inadequate.

THE COURT: Okay.

MR. MOORE: But I do think that the phrasing that the -- or the sequencing that the Court has proposed makes sense from our perspective.

THE COURT: Are both sides comfortable with talking initially about each other's commentary, about each other's disclosure statements, and then get into the insurers' commentary later? What do you what do you want to do?

MR. MOORE: I think that's the cleanest approach.

THE COURT: I mean, I just think they're a little different.

MR. MOORE: I agree. I think that's the cleanest approach.

THE COURT: Without taking anything away from what the insurers are trying to warn us about, for lack of a better word. I think that makes more sense, initially.

MR. MOORE: I agree, Your Honor.

THE COURT: Okay.

MR. MOORE: And I see Mr. Weisenberg is nodding.

THE COURT: Okay. Okay. Very good. All right.

think it's on page 6 and 7 of that term sheet -- that we weren't taking a view or consenting to the assignment provisions, and the like, and the plan.

And obviously, the debtor's disclosure statement said that its new plan, they believe it's consistent with the November 2024 term sheet. We don't agree with that. And so we would ask that the debtor put a disclosure in that if they want to keep that in the disclosure statement, that the insurers don't agree that the current plan is consistent with the term sheet and the like.

THE COURT: Okay. I'm getting a nod from Mr. Moore. So I think we're fine on that, okay?

UNIDENTIFIED SPEAKER: Thank you, Your Honor.

THE COURT: Okay. Thank you.

MR. WINSBERG: And that's all I had, Your Honor.

THE COURT: Okay. I appreciate it.

MR. WINSBERG: I'm mindful of the time.

THE COURT: Okay. All right. So we've got somebody in the courtroom who wants to be heard next, and I'll go ahead and indulge that.

MR. WINSBERG: Thank you, Your Honor.

THE COURT: Okay. Thank you.

MR. EVANSTON: Thank you, Your Honor. Timothy Evanston on behalf of the London Market Insurers.

THE COURT: Um-hum.

MR. EVANSTON: We joined Westport's objection, and then filed our own supplemental objection --

THE COURT: Yeah.

MR. EVANSTON: -- the same day. So I'll just be quick. We raised a number of patently unconfirmable objections in our filing. We still stand by those. We reached an agreement with the Committee on some language to add to the disclosure statement, which resolved most of our misleading objections.

There was an addition made last night which has to do with the language concerning the insurers' ability, or as the Committee contends, lack of ability, to object to claims. So obviously, we disagree with that. That is something we can argue later, but --

THE COURT: Yeah. You can preserve that. That's fine.

MR. EVANSTON: Yeah.

THE COURT: Thank you.

MR. EVANSTON: So we would prefer that if the disclosure statement includes that language, that it say that the Committee contends that et cetera, et cetera, and that LMI disputes that contention.

THE COURT: That's fine with me. Yeah. That's disclosure statement land. That's okay.

MR. EVANSTON: Okay. Thank you.

THE COURT: All right. Thank you very much.

Okay. Mr. Schiavoni?

MR. SCHIAVONI: Thank you, Your Honor. Tan Schiavoni for the Pacific insurers.

Your Honor, when the debtor filed for bankruptcy, it had a fairly comprehensive insurance program in place. This is sort of separate and apart from the liability policies that are issue for the abuse claims, but it's fairly comprehensive. A number of our clients were active in carriers. They supported the diocese going into the bankruptcy, with an array of policies, including worker comp policies and through the bankruptcy.

So those clients, including Ace America (phonetic), Executive Risk (phonetic), they have on file proofs of claim. And they do have standing to be heard in connection with the disclosure statement hearing. So I just wanted to make that point because it's sort of been said several times they don't. There's no disclosure anywhere in the plans, disclosure statements for how those sorts of claims would be dealt with. So I would object to the disclosure statement on that basis.

Otherwise, Your Honor, we filed a separate standalone. We joined Westport's brief and London's, but we also filed a separate standalone brief. It's on the docket as 2806.

THE COURT: Yeah.

MR. SCHIAVONI: I'm not going to argue it. I'm just

EXHIBIT B

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

-oOo-

In Re:	) Case No. 23-40523
	) Chapter 11
THE ROMAN CATHOLIC BISHOP OF OAKLAND, A CALIFORNIA CORPORATION	) Oakland, California) Friday, April 17, 2026
	) 11:00 AM
Debtor.	)
	) STATUS CONFERENCE
_____	) (CONT'D FROM 4/10/26)

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE WILLIAM J. LAFFERTY
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES (All present by video or telephone):

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For Official Committee of Unsecured Creditors:	JESSE J. BAIR, ESQ. Burns Bair LLP 10 E. Doty Street Suite 600 Madison, WI 53703 (608) 286-2840

For RCC, RCWC, and Adventus:	RYAN E. MANNS, ESQ. Norton Rose Fulbright US LLP 2200 Ross Avenue Suite 3600 Dallas, TX 75201-7932 (214) 855-8304
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Also Present:	Joshua Hogan Unknown Abuse Claims Representative
Court Recorder:	DAWANA CHAMBERS United States Bankruptcy Court 1300 Clay Street Oakland, CA 94612
Transcriber:	JEN MCVEAY

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Proceedings recorded by electronic sound recording; transcript provided by transcription service.

to that question is absolutely yes. Absolutely. This isn't a confirmation issue. It's not something that we know down the road. We know that because there's 45.2 million dollars worth of distance between our proposed contribution, our plan, and our proposed contribution and their plan. And how do they bridge that gap? By selling eighteen churches.

And they can stand here all day and say, well, if someone wants to gift you money, or if someone wants to lend you additional money, then you don't have to do that. But that's not what we have, because those entities have affirmatively said they will not participate in a committee plan. So if you were to confirm the committee's plan, you would be implicitly or directly ordering the debtor to sell eighteen churches, eighteen sacred properties where people go to mass, they celebrate communion and the other sacraments, and they practice their faith every single day.

And these are places that the Bishop of Oakland, although he doesn't have to sell anything, has said, I can sell twelve, and I can give you those proceeds, and those proceeds, plus my loan, plus my collateral for the loan. That's 150 million dollars. That's what I can do. And I can still be a diocese. I can still practice my faith. I can still work with my parishioners to meet their spiritual needs. You cannot let the committee try to distract you. They want us to sell eighteen churches. We do not agree. And so they can -- they

can dress it up however they want to. They can prescribe optionality.

They can say all of these different things. But there is a fundamental problem that we will have to address, and that it's a problem that we don't have with the debtor plan, which you could allow to go forward today, and you should allow to go forward today. That's the debtor's perspective on this, Your Honor. If we need to talk about the laundry list, we can.

THE COURT: Okay.

MR. MOORE: I think that there's some serious misstatements in their disclosure statement that, at a minimum, need to be corrected.

THE COURT: Okay. Who else has commentary on what I'll call larger thematic issues before we turn to the laundry list? I mean, I'm aware of the insurers preserving their positions. That's just fine. I think most of that really boils down to confirmation issues and things that might morph a bit between now and the confirmation gavel coming down, if we're lucky enough to have insurance company participation there. So in my view, most of those really are not disclosures.

Mr. Winsberg, you want to tell me something else?

MR. WINSBERG: I just had two minutes of your time, Your Honor, at the appropriate time. That's all I --

THE COURT: Go ahead.

MR. WINSBERG: -- whenever's convenient.

THE COURT: No, go ahead and do it now.

THE COURT: Go ahead and do it now.

MR. WINSBERG: Sure. Just for the record, Harris Winsberg, on behalf of Westport. We had two minor comments. One, the debtor did add a language to its disclosure statement, but didn't add the language that we had agreed upon the last hearing. Everyone's moving fast. I'm sure it was an oversight.

I wrote Mr. Moore an email, and I haven't heard back yet, but there was language that we had asked for that I believe was agreed upon, that we would ask to be added to the disclosure statement with the debtor's plan. And that was really just that we don't agree with their contention that the plan is consistent with the 2024 term sheet. And that was one -- I believe that was agreed upon. And I'm sure it was just an oversight. But that was just one point I wanted to bring up.

THE COURT: Okay. All right.

MR. WINSBERG: And then the second point was, we do appreciate -- we went back and forth with the committee on section 9.6.1 and had agreed upon language with the committee. And there were two changes that weren't made. And again, I think that was probably inadvertent. I mean, it sounds like everybody's really busy, but I wrote Mr. Weisenberg about that last night, and I haven't heard back yet on that, but that's

EXHIBIT C

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

-oOo-

In Re:	) Case No. 23-40523
	) Chapter 11
THE ROMAN CATHOLIC BISHOP OF OAKLAND	)
	) Oakland, California
	) Wednesday, March 25, 2026
Debtor.	) 1:00 PM
_____	)
	STATUS HEARING

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE WILLIAM L. LAFFERTY
UNITED STATES BANKRUPTCY JUDGE
VOLUME OF

APPEARANCES (All present by video or telephone):

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For Travelers Casualty & Surety Company f/k/a Aetna Casualty & Surety Company:	ANDREW D. TELLES WYATT, ESQ. Dentons US, LLP 4675 MacArthur Court Suite 1250 Newport Beach, CA 92660 949-732-3738
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(800) 257-0885

Proceedings recorded by electronic sound recording; transcript provided by transcription service.

THE COURT: Okay. Let me hear from Mr. -- let me hear from committee counsel.

MR. WEISENBERG: Thank you, Your Honor. Brett Weisenberg, on behalf of the committee. Your Honor, with respect to the planned supplements, this will unfortunately be a recurring theme between now and plan confirmation, which is what is the impact, if any, regarding the allowance and distribution to abuse claims. And to be crystal clear, our plan provides that the allowance and distribution to abuse claims by the survivors trust has no impact on the insurer's rights, which means what those procedures say and do is of no moment to the insurers.

It could not be more clear. If the insurers would like it more clear, then we welcome for them to send us language because the intent is for that process to run in its own course and not taint in any way any claims, rights, or defenses vis-à-vis the insurers. And so we would take the position, Your Honor, that compelling us to expedite the filing of plan supplements in the midst of having to put together a disclosure statement, is probably a bridge too far.

In addition, it's not a disclosure statement issue, Your Honor. We will have to explain in the disclosure statement how the processes may work, but that's for the benefit of abuse claims holders, not for the insurers. So we

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would take the position that there is no need to expedite the filing of those plan supplements because they're of no moment to the insurers. Number two, Your Honor, with respect to the confirmation order. We would take the position that the insurers, if they have concerns with the proposed findings of fact, must be given an opportunity to object.

And they can do so in the context of an objection to plan conformation. At that point, they will have before them both the plan and the confirmation order, and the most eloquent way to fully understand what the insurer's issues may be is to allow them to file an objection to both. And we will agree with whatever deadline Your Honor sets that is some reasonable time before the plan objection deadline. We don't think it needs to be by next week.

THE COURT: Well, if the plan objection deadline is May 8th, the suggestion is that you get the orders to me by June 5th. I think I'm missing something.

MR. WEISENBERG: Yeah. What we're proposing, Your Honor, is if the insurers would like an opportunity as part of their briefs in objecting to the plan, we will agree to file our confirmation orders in advance of that so that they will have the opportunity to file their briefs opposing the plan and any proposed findings in the confirmation order.

THE COURT: All right. So what would be the -- by

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that schedule, what would be the day for the confirmation orders?

MR. WEISENBERG: If Your Honor agrees with the proposals that have been made by the debtor, which I think are supported by the insurers to move the plan objection deadline from May 1st to May 8th, then I think we should just work backwards from that deadline. And whatever Your Honor sets, if you want it no less than fourteen days before the May 8th deadline, that's fine by us.

THE COURT: Okay. So let me work -- let me, with you, work backwards on this. If we have a May 8th deadline for the plan objection, we're looking at something like an April 23 deadline for the proposed orders? Do I have you roughly right on that?

MR. WEISENBERG: That's workable for the committee, Your Honor.

THE COURT: All right. Let me see if Mr. Moore agrees with that.

MR. MOORE: So we don't often get to say this in this case, Your Honor, but I agree with nearly all of what Mr. Weisenberg said for the committee. So I agree that the supplements don't need to be in earlier than what we proposed.

THE COURT: Yeah.

MR. MOORE: I would note that the last time we did

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EXHIBIT D

CHUBB

Chubb
10 Exchange Place, 13th floor
Jersey City, NJ 07302

O 201.356.5195
M 201.370.5577
E jennifer.capone@chubb.com

June 29, 2024

VIA EMAIL
Diocese of Oakland
c/o Eileen R. Ridley
Foley & Lardner LLP
555 California Street, Suite 1700
San Francisco, CA 94104
eridley@foley.com

RESERVATION OF RIGHTS

Re:	**Insured:**	Roman Catholic Bishop of Oakland
	Insurer:	Pacific Indemnity Company
	Policy:	LAC 127792 (10/25/1960 – 10/25/1963)
		LAC 155598 (10/25/1963 – 10/25/1966)

Dear Ms. Ridley:

On behalf of Pacific Indemnity Company ("Pacific Indemnity"), this letter is addressed to you as the authorized representative of The Roman Catholic Bishop of Oakland ("Diocese of Oakland") and responds to your May 29, 2024 correspondence providing "supplemental notice" of the claims asserted against the Diocese of Oakland as identified on Exhibit A to the Diocese of Oakland's Third Amended Complaint filed in Case No. 23-04028. On January 24, 2024, Pacific Indemnity provided Diocese of Oakland with its coverage position for all claims alleging abuse during the effective dates of Pacific Indemnity policy no. LAC 127792, effective October 25, 1960 to October 25, 1963 and policy no. LAC 155598, effective October 25, 1963 to October 25, 1966 (the "Pacific Indemnity Policies"). This letter supplements Pacific Indemnity's January 24, 2024 letters, which are incorporated as if fully restated herein.

The purpose of this letter is to (1) acknowledge your May 29, 2024 supplemental tender of claims, (2) reaffirm Pacific Indemnity's agreement to defend those claims that allege abuse within the policy periods of the Pacific Indemnity Policies, and (3) advise that Pacific Indemnity cannot accept the tender of indemnity at this time. Pacific Indemnity has provided its coverage position for all claims identified on Exhibit A to the Third Amended Complaint that implicate the Pacific Indemnity Policies and confirms the coverage position set forth in its January 24, 2024 letters.

Pacific Indemnity is continuing its investigation into the allegations asserted by claimants in the tendered claims and is providing a defense for those claims for which lawsuits have been filed and that implicate the Pacific Indemnity Policies, subject to the bankruptcy court's automatic stay. Pacific Indemnity reserves the right to deny coverage to the extent that discovery related to the tendered claims reveals information that may preclude coverage. Pacific Indemnity continues to reserve its rights to deny coverage under the Pacific Indemnity Policies, including to the extent that (1) there is otherwise no "occurrence," (2) further investigation or discovery shows that any

applicable exclusion contained in the Pacific Indemnity Policies applies, and (3) the Diocese of Oakland has not complied with the notice, cooperation, or voluntary payment provisions of the Pacific Indemnity Policies.

Applicable law may permit Pacific Indemnity to recoup costs expended defending claims not covered under the Pacific Indemnity Policies. Pacific Indemnity reserves all rights in this regard as well as reserving its reimbursement rights for defense costs and for any indemnity payment made. Pacific Indemnity reserves the right to withdraw from the defense at any time if facts are developed demonstrating that the Diocese of Oakland is not entitled to coverage or if other circumstances so warrant.

Pacific Indemnity reserves its right to seek a judicial declaration as to its rights and obligations, if any, under the Pacific Indemnity Policies. There may also be other coverage defenses not yet apparent that may come to light as this matter proceeds and we receive additional information. Pacific Indemnity does not intend to waive any coverage defenses, nor shall Pacific Indemnity be estopped from asserting any applicable coverage defense in the future. This letter is not, and should not be construed as, a waiver of any terms, conditions, exclusions or other provisions of the Pacific Indemnity Policies, or any other policies of insurance issued by Pacific Indemnity, or any related entity.

NOTICE OF RIGHT TO INSURANCE DEPARTMENT REVIEW

If the Diocese of Oakland believes Pacific Indemnity's position is incorrect, or constitutes a wrongful denial or rejection of the claim, the Diocese of Oakland may have this matter reviewed by the California Department of Insurance. The California Department of Insurance may be contacted by calling (800) 927-HELP (4357), or (213) 897-8921, or by writing to the Department at this address: California Department of Insurance, Consumer Communications Bureau, 300 South Spring Street, South Tower, Los Angeles, CA 90013.

Very truly yours,

Jennifer Capone

Jennifer Capone
AVP, Coverage & Complex Claims Manager

CC VIA EMAIL

Mary Duarte-Mercado (Mary_Duarte-Mercado@ajg.com)
Arthur J. Gallagher & Co.

O'Melveny & Myers LLP

EXHIBIT E

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January 24, 2024

VIA EMAIL
Diocese of Oakland
c/o Eileen R. Ridley
Foley & Lardner LLP
555 California Street, Suite 1700
San Francisco, CA 94104
eridley@foley.com

RESERVATION OF RIGHTS

Re:	**Insured:**	Roman Catholic Bishop of Oakland
	Insurer:	Pacific Indemnity Company
	Policies:	LAC155598
	Claimants:	See Exhibit A

Dear Ms. Ridley:

On behalf of Pacific Indemnity Company ("Pacific Indemnity"), this letter is addressed to you as the authorized representative of the Roman Catholic Bishop of Oakland ("Diocese of Oakland") with respect to your correspondence providing notice of claims against the Diocese of Oakland as identified in Exhibit A (the "*Tendered Claims*"). It is Pacific Indemnity's understanding that the Diocese of Oakland is seeking coverage only under the policy(ies) in effect during the dates when the alleged physical abuse purportedly took place, and not under any policies that were allegedly issued prior to or after those dates. The purpose of this omnibus letter is to address all claims alleging abuse within the policy periods of Pacific Indemnity policy no. LAC 155598, effective October 25, 1963 to October 25, 1966, and listed in Exhibit A.

The purpose of this letter is to: (1) set forth Pacific Indemnity's reservation of rights under the policy discussed below; (2) advise the Diocese of Oakland that Pacific Indemnity will agree to defend the Diocese of Oakland with respect to the *Tendered Claims* identified in Exhibit A under the 1963-1966 Pacific Indemnity Primary Policy (as defined below), subject to the reservations discussed herein, and subject to the automatic stay given Diocese of Oakland's filing of bankruptcy; (3) advise the Diocese of Oakland that Pacific Indemnity cannot accept the tender of indemnity at this time; and (4) request additional information, as set forth below.

Please note, when the Diocese of Oakland filed for bankruptcy, the bankruptcy stay went into effect which stayed litigation against the Diocese of Oakland and stopped the incurring of defense fees and expenses. Pacific Indemnity understands that after the Diocese filed bankruptcy, it then filed notice of the bankruptcy stay in the abuse cases through the JCCP 5108 lead case, which was served on all plaintiffs' counsel firms by electronic service, and in other non-abuse cases not included in the JCCP 5108 process.

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Because the allegations of the *Tendered Claims* give rise to circumstances where the provisions of Civil Code § 2860 may apply, if Diocese of Oakland chooses, Pacific Indemnity will agree to permit Diocese of Oakland to continue to be represented by its independent counsel Foley & Lardner LLP, provided however, that Pacific Indemnity's agreement to do so is subject to the conditions set forth in the July 14, 2022 Negotiated Rate Agreement, the provisions of Civil Code § 2860, and this letter, including rates[1] and billing conditions. Please let us know promptly if Diocese of Oakland wishes to exercise its right to be represented by independent counsel of its choice, or whether you wish to waive that right, pursuant to Civil Code § 2860(e), which provides as follows:

> The insured may waive its right to select independent counsel by signing the following statement: "I have been advised and informed of my right to select independent counsel to represent me in this lawsuit. I have considered this matter fully and freely waive my right to select independent counsel at this time. I authorize my insurer to select a defense attorney to represent me in this lawsuit."

Should Diocese of Oakland agree to waive its right to independent counsel, Pacific Indemnity requests that Diocese of Oakland acknowledge its agreement to do so by signing the statement (which is required under California Civil Code Section 2860(e)) set forth at the end of this letter. Please return the signed statement to the undersigned. Diocese of Oakland may wish to consult with counsel prior to signing the attached waiver.

If Diocese of Oakland chooses to be represented by independent counsel, Pacific Indemnity will exercise its rights under Civil Code § 2860(c), which provides:

> When the insured has selected independent counsel to represent him or her, the insurer may exercise its right to require that the counsel selected by the insured possess certain minimum qualifications which may include that the selected counsel have (1) at least five years of civil litigation practice which includes substantial defense experience in the subject at issue in the litigation, and (2) errors and omissions coverage. The insurer's obligation to pay fees to the independent counsel selected by the insured is limited to the rates which are actually paid by the insurer to attorneys retained by it in the ordinary course of business in the defense of similar actions in the community where the claim arose or is being defended. This subdivision does not invalidate other different or additional policy provisions pertaining to attorney's fees or providing for methods of settlement of disputes concerning those fees. Any dispute concerning attorney's fees not resolved by these methods shall be resolved by final and binding arbitration by a single neutral arbitrator selected by the parties to the dispute.

[1] Partners ($350/hr), Associates ($235/hr), and Paralegals ($145/hr).

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If Diocese of Oakland chooses to be represented by independent counsel, Pacific Indemnity will also require compliance with Civil Code § 2860(d), which provides:

> When independent counsel has been selected by the insured, it shall be the duty of that counsel and the insured to disclose to the insurer all information concerning the action except privileged materials relevant to coverage disputes, and timely to inform and consult with the insurer on all matters relating to the action. Any claim of privilege asserted is subject to in camera review in the appropriate law and motion department of the superior court. Any information disclosed by the insured or by independent counsel is not a waiver of the privilege as to any other party.

Furthermore, Civil Code § 2860(f) provides:

> Where the insured selects independent counsel pursuant to the provisions of this section, both the counsel provided by the insurer and independent counsel selected by the insured shall be allowed to participate in all aspects of the litigation. Counsel shall cooperate fully in the exchange of information that is consistent with each counsel's ethical and legal obligation to the insured. Nothing in this section shall relieve the insured of his or her duty to cooperate with the insurer under the terms of the insurance contract.

The following explains in more detail the basis for Pacific Indemnity's reservation of rights and its positions concerning coverage.

POLICY SEARCH

Based on the available documentation, the Diocese of Oakland is an insured under the following policy which was in effect during the potential dates of abuse as alleged by claimants identified in Exhibit A:

- Pacific Indemnity Company Comprehensive Liability Policy no. LAC 155598 effective from October 25, 1963 to October 25, 1966 (the "1963-1966 Pacific Indemnity Primary Policy");

Kindly refer to the above-mentioned 1963-1966 Pacific Indemnity Primary Policy for the complete terms and conditions. If you have other policies that you allege were in effect at the time of the alleged abuse, we ask that you provide us with the copies of the purported policies. No other policy aside from the 1963-1966 Pacific Indemnity Primary Policy listed above have been considered.

Since Pacific Indemnity could not locate a complete copy of the 1963-1966 Pacific Indemnity Primary Policy, Pacific Indemnity relies on terms and conditions from similar policies issued during the same time period, and also on the terms and conditions of Pacific Indemnity Company

Comprehensive Liability Policy no. LAC 127792 effective from October 25, 1960 to October 25, 1963 (the "1960-1963 Pacific Indemnity Primary Policy").

Please be advised that Pacific Indemnity reserves the right to rely upon terms and provisions of the 1963-1966 Pacific Indemnity Primary Policy which are not included in this letter in support of its coverage determination. Pacific Indemnity's coverage position is set forth below.

FACTUAL ALLEGATIONS

Pacific Indemnity recognizes that the *Tendered Claims* listed in Exhibit A consist of unsubstantiated allegations. By summarizing the allegations, Pacific Indemnity does not imply that we believe the allegations asserted against the Diocese of Oakland are true or that the claims are meritorious.

Claimants in the *Tendered Claims* listed in Exhibit A allege [redacted]

[redacted]

Claimants request past, present, and future general and special damages, including but not limited to past, present, and future lost earnings, economic damages, and any appropriate statutory damages, including attorneys' fees, pre- and post-judgment interest, and costs of suit.

COVERAGE ANALYSIS

As an initial matter, it is the insured's burden to establish the material terms and conditions of the 1963-1966 Pacific Indemnity Primary Policy, as required by applicable law. Pacific Indemnity therefore reserves all rights, claims and defenses in the matter to decline coverage on the basis that the 1963-1966 Pacific Indemnity Primary Policy is lost or otherwise missing, and the Diocese of Oakland has not met its burden of establishing the material terms and conditions of the 1963-1966 Pacific Indemnity Primary Policy. Pacific Indemnity further reserves all rights, claims and defenses in this matter whether under the 1963-1966 Pacific Indemnity Primary Policy, at law or in equity and, further, nothing herein shall be deemed or otherwise constitute a waiver or estoppel of any of Pacific Indemnity's rights, claims or defenses. Pacific Indemnity also reserves its rights to supplement this coverage position as appropriate.

If Pacific Indemnity is able to locate copies of the 1963-1966 Pacific Indemnity Primary Policy or the Diocese of Oakland is able to prove the material terms and conditions of the 1963-1966 Pacific Indemnity Primary Policy, coverage would only be available for any alleged personal injury that occurs within the policy period of the 1963-1966 Pacific Indemnity Primary Policy. Any alleged personal injury taking place outside the effective dates of coverage would therefore not be covered. Pacific Indemnity therefore disclaims coverage under all policies that were not in effect during the pertinent period of abuse as alleged by claimants identified in Exhibit A.

Please note, the 1963-1966 Pacific Indemnity Primary Policy may have been exhausted through the settlement of claims in connection with prior litigation involving the Diocese of Oakland. Pacific Indemnity therefore reserves its rights to the extent the 1963-1966 Pacific Indemnity Primary Policy is exhausted, and it has no further defense or indemnity obligations under the 1963-1966 Pacific Indemnity Primary Policy. Pacific Indemnity also reserves the right to the extent that limits are reduced in connection with settlement of prior claims.

Please note, with regard to the 1963-1966 Pacific Indemnity Primary Policy, the only documentation available are references in the coverage chart produced by the Diocese of Oakland, a reference in the prior settlement agreement, and a reference in some prior claim materials. The Diocese of Oakland has not met its burden to establish the material terms and conditions of the 1963-1966 Pacific Indemnity Primary Policy, including the limits. However, Pacific Indemnity bases its coverage position herein on the available specimen forms and the available forms of the 1960-1963 Pacific Indemnity Primary Policy under which Diocese of Oakland qualifies as an insured to the extent it was under the "direct control and jurisdiction" of the Roman Catholic Archbishop of San Francisco until January 13, 1962. Accordingly, Pacific Indemnity relies on the terms and conditions of the 1960-1963 Pacific Indemnity Primary Policy for its analysis.

Pacific Indemnity's right and duty to defend is limited to suits against the insured which seek damages to which the 1963-1966 Pacific Indemnity Primary Policy applies. Specifically, the 1960-1963 Pacific Indemnity Primary Policy provides that Pacific Indemnity shall "defend any suit against the Insured alleging such injury, sickness, disease, or destruction and seeking damages on account thereof, even if such suit is groundless, false, or fraudulent, but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient."

Under the 1960-1963 Pacific Indemnity Primary Policy, the insuring agreement of Coverage A – Bodily Injury Liability provides that Pacific Indemnity will "pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person." "Bodily injury" is not defined. Should it be determined that the 1963-1966 Pacific Indemnity Primary Policy provides coverage for "bodily injury" liability, emotional distress without any physical injury may not constitute "bodily injury." Therefore, to the extent emotional distress is alleged without any physical injury, there may be no coverage. To the extent the Diocese of Oakland is not liable for damages as a result of "bodily injury," there would be no coverage.

The 1960-1963 Pacific Indemnity Primary Policy "applies only to accidents or occurrences during the policy period." The 1960-1963 Pacific Indemnity Primary Policy does not define "occurrence." "Occurrence" is typically defined as "either an accident happening during the

coverage period or a continuous or repeated exposure to conditions which unexpectedly and unintentionally causes personal injury or injury to or destruction of tangible property during the coverage period." The term "accident" as used in liability policies has been defined as a sudden, unexpected or undesigned happening or consequence from either a known or unknown cause. An accident is not present when the insured performs a deliberate act and accordingly there is no coverage. To the extent the Diocese of Oakland's conduct was not "accidental," the "accident" or "occurrence" requirement would not be met, and there would be no coverage under the 1963-1966 Pacific Indemnity Primary Policy. Further, to the extent the evidence demonstrates that the Diocese of Oakland "expected or intended" injury to the subject claimant, coverage will be barred. In addition, the prior settlement agreement entered into by the Diocese of Oakland involving the 1963-1966 Pacific Indemnity Primary Policy, provides that "'Abuse claims' means all claims by persons who have sought or who the RCBO reasonably should have concluded were seeking monetary compensation or damages from the beginning of time to the Effective Date" or "known of prior to the Effective Date by priests, deacons, or seminarians, or other alleged employees, officers, agents, volunteers or representatives of the RCBO who are responsible for resolving or investigating such claims or providing notice of such claims." Thus, to the extent that the Diocese of Oakland knew of any of the abuse alleged by claimants prior to the effective date of the settlement agreement, Pacific Indemnity reserves the right to deny coverage to the extent that any of the claims were released as part of the settlement.

To the extent that Diocese of Oakland or any of the alleged perpetrators allege that the perpetrators are insured, there is no coverage, as their alleged conduct, as well as the allegations asserted against them, arise from expected or intentional conduct and injury, which does not constitute an accident or occurrence under the 1963-1966 Pacific Indemnity Primary Policy, and is also excluded as uninsurable willful conduct pursuant to California Insurance Code § 533. As a result, Pacific Indemnity denies coverage for any and all claims against the alleged perpetrators.

The 1960-1963 Pacific Indemnity Primary Policy limits Pacific Indemnity's liability as follows, "[t]he limit of bodily injury liability stated in the declarations as applicable to 'each person' is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to 'each occurrence' is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one occurrence." To the extent a claimant alleges multiple instances of abuse, Pacific Indemnity reserves its right to assert the above-stated limit of liability. Pacific Indemnity also reserves its rights to determine the number of claims(s) and/or occurrence(s) that exist in this matter, if any.

Pacific Indemnity will only provide coverage for sums that the insured becomes legally obligated to pay as "damages" because of "bodily injury." As such, Pacific Indemnity reserves rights to deny coverage under the 1963-1966 Pacific Indemnity Primary Policy for any amounts that do not constitute "damages" or are uninsurable pursuant to applicable law.

The 1960-1963 Pacific Indemnity Primary Policy includes various conditions that the Diocese of Oakland must meet in order to be entitled to coverage. Such conditions require that the Diocese of Oakland cooperate with Pacific Indemnity in connection with the claims at issue and also prohibit the Diocese of Oakland from making any voluntary payments or assuming any liabilities without Pacific Indemnity's prior consent. To the extent the Diocese of Oakland breached any notice provision contained in the 1963-1966 Pacific Indemnity Primary Policy, there is no coverage. Pacific Indemnity reserves its rights to deny coverage to the extent any of these conditions is violated.

The 1963-1966 Pacific Indemnity Primary Policy may also bar coverage for any claim against the Diocese of Oakland for punitive or exemplary damages, statutory penalties, fines, or other punitive remedies. As such, Pacific Indemnity reserves rights to deny coverage under the 1963-1966 Pacific Indemnity Primary Policy for any amounts that are uninsurable pursuant to applicable law.

The 1963-1966 Pacific Indemnity Primary Policy may also contain additional exclusions that exclude coverage for damages arising out of sexual abuse. Pacific Indemnity reserves its rights to refuse to defend or indemnify the Diocese of Oakland under any policies to the extent they exclude coverage for damages arising out of acts of sexual abuse.

Subject to and without waiver of the foregoing, Pacific Indemnity, pursuant to the terms and conditions of the 1963-1966 Pacific Indemnity Primary Policy and while fully reserving its rights, will agree to defend Diocese of Oakland under the 1963-1966 Pacific Indemnity Primary Policy for the *Tendered Claims* identified in Exhibit A falling within the policy period of the 1963-1966 Pacific Indemnity Primary Policy.

REQUEST FOR INFORMATION

To assist Pacific Indemnity in further evaluating the *Tendered Claims*, please provide to us the following information and/or materials:

1. Any acknowledgement or coverage position letter from any other insurance carrier, and kindly provide the contact information (including the name, address, telephone number and claim file number) for each respective claim adjuster;

2. Any and all information and materials pertinent to the merits of the *Tendered Claims*, including but not limited to, any information concerning the allegations of, and damages relating to the claims of sexual abuse, and specifically any information substantiating the alleged damage related to the claims of sexual abuse;

3. All responses to informal discovery, interview transcripts, expert disclosures, or evaluations, etc.;

4. Any non-privileged evaluation prepared by the Diocese of Oakland with respect to the nature of the *Tendered Claims*, likelihood of success on each of the claims asserted by the claimants, and a damage description and quantification;

5. Any non-privileged evaluation of any damages allegedly sustained by the Claimants caused by the claims of sexual abuse;

6. Any non-privileged evaluation of liability for the Diocese of Oakland;

7. Any reports prepared by experts for the Diocese of Oakland which provide a detailed evaluation of alleged damages; and

8. All upcoming dates including whether any lawsuit may be filed, mediations or settlement conferences scheduled, etc.

Should you have any additional information that you feel would either cause us to review our position or would assist us in our investigation or determination, we ask that you advise us as soon as possible. Pacific Indemnity reserves the right to supplement this letter upon receipt of complete policy information or any additional information relating to coverage under any policy issued by Pacific Indemnity that may be responsive to the *Tendered Claims*.

DEFENSE

Pacific Indemnity will pay for all reasonable and necessary legal fees and expenses incurred by the Diocese of Oakland's chosen defense firm, Foley & Lardner LLP, for the defense of the *Tendered Claims* identified in Exhibit A from the date of tender to the date that the Diocese of Oakland initiated its bankruptcy proceedings in accordance with the July 14, 2022 Negotiated Rate Agreement between INA and the Diocese of Oakland as follows:

1. Fees will be reimbursed at the rate of $350/hour for Partners, $235/hour for Associates, and $145/hour for Paralegals.

2. Defense costs include only reasonable and necessary legal fees and expenses incurred for the defense of the insured defendant(s) in connection with the *Tendered Claims* identified in Exhibit A and do not include fees or expenses related to coverage matters, corporate matters, or the prosecution of the insured defendants' affirmative claims, if any.

3. Disbursements will be reimbursed at the actual out-of-pocket costs, with no law firm surcharge.

4. Pacific Indemnity will not reimburse the Diocese of Oakland for the expense of retaining local counsel in California or for the cost of counsel to travel to or from California in the event the firm utilizes attorneys from an office of the firm outside the state of California during the course of the representation.

Pacific Indemnity requires that defense counsel provide periodic status reports on the progress of the defense, as well as significant pleadings filed, orders entered, discovery exchanged, as well as to keep Pacific Indemnity apprised of all court filings, and pertinent dates, including mediations and trials. In addition, Pacific Indemnity will require that the Diocese of Oakland and its counsel provide certain information relevant to our evaluation of the *Tendered Claims* including defense

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counsel's evaluation as to liability and damages. Any such investigation is subject to a reservation of all Pacific Indemnity's rights and defenses.

Pacific Indemnity requires that the defense firms agree to Pacific Indemnity's billing guidelines. A copy of the current litigation management guidelines is attached hereto. Pacific Indemnity looks forward to collaborating and cooperating with the Diocese of Oakland and defense counsel in the defense of the *Tendered Claims* identified in Exhibit A.

CONCLUSION

Pacific Indemnity reserves the right to withdraw from the defense at any time if facts are developed such there was never coverage or if other circumstances so warrant. Pacific Indemnity additionally reserves the right to seek contribution or indemnity from any other insurer which should be providing a defense to the Diocese of Oakland in connection with the *Tendered Claims*, for any defense costs or other expenses incurred on the Diocese of Oakland's behalf. Pacific Indemnity also specifically reserves its reimbursement rights for defense and indemnity payments as permitted by relevant state law. Pacific Indemnity may seek reimbursement from the Diocese of Oakland if it should be determined that Pacific Indemnity had no obligation to defend the Diocese of Oakland to pay indemnity, or to defend or indemnify the Diocese of Oakland against certain claims.

Applicable law may permit Pacific Indemnity to recoup costs expended defending claims not covered under the 1963-1966 Pacific Indemnity Primary Policy. Pacific Indemnity reserves all rights in this regard as well as reserving their reimbursement rights for defense costs and for any indemnity payment made.

Pacific Indemnity reserves its rights to seek a judicial declaration as to their right and obligations, if any, under the 1963-1966 Pacific Indemnity Primary Policy. There may also be other coverage defenses not yet apparent that may come to light as this matter proceeds and we receive additional information. Pacific Indemnity does not intend to waive any coverage defenses, nor shall Pacific Indemnity be estopped from asserting any applicable coverage defense in the future. This letter is not, and should not be construed as, a waiver of any terms, conditions, exclusions or other provisions of the 1963-1966 Pacific Indemnity Primary Policy, or any other policies of insurance issued by Pacific Indemnity, or any related entity.

NOTICE OF RIGHT TO INSURANCE DEPARTMENT REVIEW

If the Diocese of Oakland believes Pacific Indemnity's position is incorrect, or constitutes a wrongful denial or rejection of the claim, the Diocese of Oakland may have this matter reviewed by the California Department of Insurance. The California Department of Insurance may be contacted by calling (800) 927-HELP (4357), or (213) 897-8921, or by writing to the Department at this address: California Department of Insurance, Consumer Communications Bureau, 300 South Spring Street, South Tower, Los Angeles, CA 90013.

In closing, please allow me to reiterate that we value you as an insured and encourage you to contact us should you have any questions or concerns regarding the contents of this letter. Thank you for your cooperation in this matter.

If the Diocese of Oakland has specific questions or concerns regarding this correspondence, please contact me at (201) 356-5195 or by email at jennifer.capone@chubb.com.

Thank you for your cooperation in this matter.

Very truly yours,

Jennifer Capone

Jennifer Capone
AVP, Coverage & Complex Claims Manager

CC VIA EMAIL

Mary Duarte-Mercado (Mary_Duarte-Mercado@ajg.com)
Arthur J. Gallagher & Co.

Waiver of Right to Independent Counsel

The Roman Catholic Bishop of Oakland ("Diocese of Oakland") has been advised and informed of its right to select independent counsel to represent it in connection with the *Tendered Claims* identified in Exhibit A. The Diocese of Oakland has considered this matter fully and freely waives its right to select independent counsel. The Diocese of Oakland hereby authorizes the selection of INA's and Pacific Indemnity's defense attorney to represent the Diocese of Oakland in the *Tendered Claims* identified in Exhibit A. By signing below, I represent that I have full and actual authority to waive this right on behalf of the Insureds.

Dated: _____

_____
Signature

_____
Printed Name

_____
Title

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Exhibit A

Claimant	Claim No.	Alleged Perpetrator	Date(s) of Abuse	Case no.
[redacted]	047523009978	Father Arthur Ribiero	[redacted]	22CV020073
[redacted]	040523029715	Father Gary Tollner	[redacted]	22CV019892
[redacted]	040523029381	Brother John	[redacted]	22CV017850
[redacted]	040523046024	Albert McFarlane	[redacted]	22CV023423

EXHIBIT F

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August 4, 2025

VIA EMAIL
Diocese of Oakland
c/o Eileen R. Ridley
Foley & Lardner LLP
555 California Street, Suite 1700
San Francisco, CA 94104
eridley@foley.com

Re:	**Insured:**	Roman Catholic Bishop of Oakland
	Insurer:	Pacific Indemnity Company Insurance Company of North America Industrial Indemnity Pacific Employers Insurance Company
	Policies:	LAC127792, LAC155598, CP26786, CP25231, XBC24312, JU 831-2510, and XCC 012405
	Claimants:	Various
	Claim Nos.:	Various

Dear Ms. Ridley:

On behalf of Pacific Indemnity Company ("Pacific Indemnity"), Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America ("Century" or "INA"), Pacific Employers Insurance Company ("PEIC"), and Westchester Fire Insurance Company, as successor in interest to Industrial Indemnity policy no. JU 831-2510 ("Westchester" or "Industrial"), this letter is addressed to you as the authorized representative of the Roman Catholic Bishop of Oakland ("Diocese of Oakland") with respect to lawsuits filed and proofs of claim asserted in bankruptcy court against the Diocese of Oakland (the "Tendered Claims").

As you are aware, and as set forth in its prior correspondence which are incorporated herein by reference, Pacific Indemnity, INA, and PEIC agreed, subject to a reservation of rights, to participate in the Diocese of Oakland's defense of only those Tendered Claims alleging abuse within the policy periods of policies issued by Pacific Indemnity, INA, and PEIC to the Diocese of Oakland. Pacific Indemnity, INA, Westchester, and PEIC specifically disclaimed coverage for any Tendered Claims alleging abuse outside of the policy periods of policies issued by Pacific Indemnity, INA, Westchester, and PEIC to the Diocese of Oakland. In our prior correspondence, we also advised the Diocese of Oakland that Pacific Indemnity, INA, and PEIC would agree to

permit the Diocese of Oakland to be represented by independent counsel of its choice, subject to the provisions of Civil Code § 2860.

The Diocese of Oakland has elected to continue to be represented by Foley & Lardner LLP. In light of the bankruptcy court's July 25, 2025 order lifting the automatic stay to permit six cases to proceed to trial in the state court, Pacific Indemnity, INA, and PEIC are exercising their right to associate counsel in the defense of the Diocese of Oakland pursuant to California Civil Code § 2860(f), which provides:

> Where the insured selects independent counsel pursuant to the provisions of this section, both the counsel provided by the insurer and independent counsel selected by the insured shall be allowed to participate in all aspects of the litigation. Counsel shall cooperate fully in the exchange of information that is consistent with each counsel's ethical and legal obligation to the insured. Nothing in this section shall relieve the insured of his or her duty to cooperate with the insurer under the terms of the insurance contract.

Pacific Indemnity, INA, and PEIC are retaining Zach Rutman of Taylor Anderson LLP to associate in the defense of the Diocese of Oakland in the *Tendered Claims*. Pursuant to the cooperation clause of the insurance policies, and the provisions of Civil Code § 2860(f), Pacific Indemnity, INA, and PEIC request that the Diocese of Oakland and the Foley & Lardner LLP law firm cooperate with the Taylor Anderson LLP law firm, permit it and its lawyers to participate in all aspects of the Tendered Claims, including the selection of the six cases to proceed in the state court, and share any information necessary to their participation in the defense of the Diocese of Oakland.

Pacific Indemnity, INA, PEIC, and Westchester continue to reserve all rights including the right to reimbursement of defense costs and any indemnity payments to resolve claims from the Diocese of Oakland as permitted by California law. Pacific Indemnity, INA, PEIC, and Westchester may seek reimbursement from the Diocese of Oakland, if it should be determined that Pacific Indemnity, INA, PEIC, and Westchester had no obligation to pay defense costs or indemnity, or that Pacific Indemnity, INA, PEIC, and Westchester had no obligation to defend or indemnify against certain claims.

Please contact us should you have any questions or concerns regarding the contents of this letter. Thank you for your cooperation in this matter.

Very truly yours,

Jennifer Capone

Jennifer Capone
AVP, Coverage & Complex Claims Manager

CC VIA EMAIL

Zach Rutman, Taylor Anderson LLP (zrutman@talawfirm.com)
Matt Lee, Foley & Lardner LLP (mdlee@foley.com)
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EXHIBIT G

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In Re: Case No. 23-40523 WJL
THE ROMAN CATHOLIC BISHOP OF
OAKLAND, a California corporation sole,
Debtor.

_____

The Deposition of DANIEL FLANAGAN
Taken Remotely Via Zoom
Detroit, Michigan
Volume II
Commencing at 8:14 a.m.
Tuesday, April 28, 2026
Before Mary Ann Scanlan, CA-CSR NO. 8875
RDR-CRR-CCRR-CLR

CONFIDENTIAL DESIGNATION
(TESTIMONY DESIGNATED CONFIDENTIAL FOR ATTORNEYS' EYES ONLY FROM PAGE 91, LINE 6 TO PAGE 98, LINE 9.)

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Appearing on behalf of Pacific Indemnity Company, Pacific Employers Insurance Company, and Century Indemnity Company

application to the court, but I have questions.

ATTORNEY UETZ: Counsel, you already did make an application with the court and you're not going to ask questions of this 30(b)(6) witness as a result.

Shane, if I have got that wrong, you will tell me. But I believe that is the ruling and we will go from there.

ATTORNEY SCHIAVONI: You actually permitted questions as a fact witness.

So it is your call, Counsel. As long as you are directing the witness, you know, we have to abide by your wise decision making.

ATTORNEY UETZ: Sure. No one else noticed up this deposition, as far as I am aware, and including you and your client, Mr. Schiavoni.

I am not aware of any ruling from the court indicating that you have a right to question this witness. We opened up the line for convenience as a listen only.

Because I did not attend the hearing this morning, I'm going to take a break from this deposition and just confer with my partners who attended.

So we're going to go off the record, please, Madam Court Reporter, right now. Thank you.

THE REPORTER: Is everyone agreeing we're off

the record?

ATTORNEY UETZ: We are off the record. I have the witness, and I am directing the court reporter that we are now off the record.

STENOGRAPHIC REPORTER: Wait. I have to have an agreement, Counsel, from all to go off the record. I'm sorry. So if everybody agrees, that is fine.

ATTORNEY WEISS: It's okay to go off.

STENOGRAPHIC REPORTER: I am still writing. So if everybody agrees to go off record --

ATTORNEY UETZ: Well, I'm taking the witness and leaving.

ATTORNEY WEISS: Ann Marie, are you not coming back?

This was a noticed remote deposition. It is different from the one yesterday. I was told that this was going to be completely remote. I'm in San Francisco. I could have come down to Foley today.

I only have two questions on top of that, so I don't know why we -- you're on mute. I can't hear you.

STENOGRAPHIC REPORTER: Ann Marie, we can't hear you.

Counsel and the witness are on mute.

ATTORNEY UETZ: Can you hear me now?

ATTORNEY MOSES: Yes.

ATTORNEY UETZ: I would like to confer with my partners who attended the emergency hearing that was convened this morning. I have said several times I would like to go off the record to do that.

Do people want me to do that or do you not want me to do that?

ATTORNEY WEISS: I mean, we would like to come back on but you can go off.

ATTORNEY UETZ: I will come back in and tell you what I learned.

ATTORNEY WEISS: Okay.

STENOGRAPHIC REPORTER: Okay. We're off the record.

(Recess taken at 11:13 a.m.)

(Proceedings resume at 11:18 a.m.)

ATTORNEY UETZ: We're going to go back on the record and as to -- tell me when you are ready, Madam Court Reporter.

STENOGRAPHIC REPORTER: I am ready. Thank you.

ATTORNEY UETZ: Okay.

My position has not changed with respect to the 30(b)(6) deposition notice and this witness as a corporate representative of the debtor.

No one other than the committee counsel will

ask questions of the witness in that capacity.

If others have fact -- have questions as a fact witness, we told everybody that at the outset Mr. Flanagan was available until, I think, 2:30 Eastern, so there is 11 minutes.

Mr. Weiss, use them wisely, and then we will move to Mr. Schiavoni.

ATTORNEY WEISS: Thank you. I will be very brief.

EXAMINATION

BY ATTORNEY WEISS:

Q. I just want to ask, with respect -- I know you are not -- I am not asking you in your 30(b)(6) capacity, but if you look at Exhibit 1, which is the 30(b)(6) notice, I am just going to ask you about two categories from your personal knowledge, in your personal capacity.

Let me know when you have Exhibit 1 in front of you.

A. Okay. Go ahead.

Q. All right.

If you look at topic number nine is the diocese's valuation of abuse claims, including the methodology used, and their attribution of each of these to the non-debtor Catholic entity for the basis of such

attribution.

Do you have any personal knowledge about that, the topics -- the issues discussed in that category?

A. I do not, no.

Q. All right.

If you look at number 11, the availability of insurance to pay non-abuse litigation claims, including, without limitation, the identity -- sorry, including, without limitation, the identity of each insurance policy, insurer, coverage limits and any coverage disputes.

Do you have any knowledge of that -- personal knowledge of that category?

A. I do not, no.

Q. Do you have any personal knowledge of the diocese's insurance coverage for abuse claims in the bankruptcy case?

A. I do not, no.

Q. Do you have any personal knowledge of the diocese's treatment of non-settling insurers under the fourth amended claim?

A. No.

ATTORNEY WEISS: All right. No further questions.

ATTORNEY UETZ: Mr. Schiavoni.

ATTORNEY SCHIAVONI: Thank you.

Tancred Schiavoni for INA, Westchester and Pacific.

EXAMINATION

BY ATTORNEY SCHIAVONI:

Q. Mr. Flanagan, have you ever met with or spoken with anyone acting on behalf of Pacific Indemnity, INA, Westchester or Pacific Employers Insurance Company?

A. Not that I know of.

Q. Is it fair to say that you have no personal knowledge of any dealings that the diocese may have had with Westchester, Pacific Indemnity, INA or Pacific Employers Insurance Company?

A. That's correct.

Q. Sir, you were asked questions about authorizations necessary or pursued or that may be pursued concerning the sale of property about the -- by parishes of the diocese; is that correct?

ATTORNEY UETZ: Object to the form of the question.

BY ATTORNEY SCHIAVONI:

Q. Do you remember being asked those questions?

ATTORNEY UETZ: Excuse me. Sorry.

BY ATTORNEY SCHIAVONI:

Q. Mr. Flanagan, has the diocese made a written

submission to the Holy See concerning its plans or proposals for selling property in connection with the present plan?

ATTORNEY UETZ: I object to the question to the extent it calls for information outside of this witness's personal knowledge as a fact witness.

BY ATTORNEY SCHIAVONI:

Q. Mr. Flanagan --

ATTORNEY UETZ: Excuse me.

I object to the form of question.

Subject to that, you can answer.

THE WITNESS: I do not know.

BY ATTORNEY SCHIAVONI:

Q. Sir, have you had -- did you do any work in connection with preparing written submissions to the Holy See concerning either the bankruptcy, the bankruptcy plans or the potential sale of property in connection with a bankruptcy plan?

ATTORNEY UETZ: Objection to the form of the question, and it is a compound question.

Subject to that, you can answer.

THE WITNESS: No.

BY ATTORNEY SCHIAVONI:

Q. Now, sir, is the plan that the diocese has proposed contingent on the diocese reaching in

settlements with any of its insurers?

ATTORNEY UETZ: Object to the form of the question. It also calls for knowledge that is beyond this witness's -- it asks for information that may be beyond this witness's personal knowledge.

Subject to that, you can answer the question.

THE WITNESS: Yeah. I do not know.

BY ATTORNEY SCHIAVONI:

Q. Did you personally participate in the negotiations with the committee considering a plan of reorganization for the diocese?

A. It depends how you define negotiate, but, no.

Q. Were you present at any meetings or phone calls between the diocese and the committee, the subject of which was a plan of reorganization?

A. I participated in mediation, yes.

Q. Outside of communications you may have had in connection with mediation, did you participate in any other meetings or telephone calls with representatives of the committee concerning a plan?

A. No.

Q. And if I -- can you tell us about your communications with the committee that took place in the mediation?

A. I'm assuming it is under mediation privilege.

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ATTORNEY RESTEL: Yes. I am going to object.
BY ATTORNEY SCHIAVONI:
Q. Is it fair to say you decline to answer based on mediation privilege?
A. That's correct.
Q. Why did the diocese reject the settlement that was reached with Westport and other insurers as part of the term sheet that the diocese entered into with those insurers?
ATTORNEY UETZ: I object to the form of the question. I also object because this witness lacks foundation to testify as to why the diocese did something. Lacks personal knowledge with respect to that.
Subject to those objections, you can answer the question, if you are able to.
THE WITNESS: I do not know.
BY ATTORNEY SCHIAVONI:
Q. Were you told by anyone, Mr. Flanagan, why the diocese rejected the settlement with Westport, CNA, LMI that was set out in a written term sheet?
ATTORNEY UETZ: I object to the form of the question.
Subject to that, the witness may answer.
THE WITNESS: No.

BY ATTORNEY SCHIAVONI:
Q. Have you done any sort of analysis, sir, that showed which of the 60 claims, if any, asserted against RCWC are based upon abuse by employees of RCWC?
A. I have not.
Q. Are you aware of there having been any sort of analysis or list prepared in that regard?
A. I am not aware, no.
Q. Did the diocese make a written submission to the Holy See to either obtain permission or to give notice that it intended to file for bankruptcy?
ATTORNEY UETZ: I object to the form of the question. This witness lacks foundation to testify as to what the diocese did or why.
Subject to that, you can answer the question, if you know.
THE WITNESS: I believe so, yes.
BY ATTORNEY SCHIAVONI:
Q. And did you see a copy of that document, sir?
A. I don't think so, no.
Q. And what is the basis for your belief that a written submission was made to the Holy See in connection with the filing of bankruptcy by the diocese?
A. Discussions at the time.
Q. With who, sir?

A. Oh, sorry.
I think it would have been the CFO at the time, Bishop Barber.
Q. Has anyone at any point in time indicated to you that the committee ever communicated to the diocese that if insurers paid a fixed amount of money into the plan, it would agree to the plan that the diocese has on file?
A. No.
Q. Has the diocese, at any point in time that you are aware of, communicated to any insurers that if they only paid X amount, a fixed amount into the plan, that the committee would approve the plan?
A. Not that I am aware of, no.
Q. As part of your financial analyses for the diocese, have you taken into consideration in any form of document whether -- or what impact an insurer reimbursement claim against the diocese would have on the feasibility of the plan?
ATTORNEY UETZ: I object to the form of the question. I think it is confusing and may also call for a legal conclusion in its use of the word feasibility.
But go ahead and answer, if you can.
ATTORNEY SCHIAVONI: I will withdraw the question.

ATTORNEY UETZ: Okay.
BY ATTORNEY SCHIAVONI:
Q. Mr. Flanagan, have you or anyone else, to your knowledge, undertaken any kind of analysis to determine the financial impact on the diocese of a reimbursement claim by insurers should there be a determination that there is no coverage for any of the claims of abuse against the diocese?
ATTORNEY UETZ: Object to the form of the question. It is confusing. It also calls for a hypothetical. It sets up a hypothetical for the fact witness to respond to.
If you can answer the question, answer it.
And it is 2:30, and then the deposition is concluded.
THE WITNESS: No, not that I am aware of.
ATTORNEY UETZ: Okay. Thanks, everybody.
ATTORNEY SCHIAVONI: I have further questions, Counsel.
ATTORNEY UETZ: The witness was available until 2:30 this afternoon, and we are going to exit the room with the witness.
Thanks, everybody.
ATTORNEY SCHIAVONI: Madam Court Reporter, let the record reflect I have further questions, and the

counsel for the diocese is leaving the room in the middle of the examination.

ATTORNEY UETZ: I am not leaving the room in the middle of the examination, Counsel. The witness is leaving the room because the agreed-upon parameters for this deposition were that he was available until 2:30 Eastern.

You did not notice the deposition and you did not send any information that you were going to be extending this past 2:30, so I am going to conclude the deposition and we are done.

ATTORNEY SCHIAVONI: Well, if we could just be clear that --

ATTORNEY UETZ: You can argue on the record if you like, Counsel, but I am not going to respond to your statements on the record.

ATTORNEY SCHIAVONI: Let me just finish.

You never reached an agreement with us and I don't think you are contending that.

ATTORNEY UETZ: You never noticed the deposition, Counsel.

ATTORNEY SCHIAVONI: And you never gave us notice that you were going -- and you never gave us notice of when you were unilaterally terminating the deposition.

So thank you very much. We will take it up with the court.

STENOGRAPHIC REPORTER: Mr. Schiavoni, do you want a copy of the transcript?

ATTORNEY SCHIAVONI: I will write you later about that.

ATTORNEY UETZ: Thank you, everyone.

Bye.

STENOGRAPHIC REPORTER: Would you like a rough draft of the transcript, Ann Marie?

ATTORNEY UETZ: Coordinate our order. Thank you.

STENOGRAPHIC REPORTER: If Mr. Weiss is on there, do you want a copy of the transcript?

ATTORNEY WEISS: I will -- I will get back to you. Can you give me your email address in the chat?

STENOGRAPHIC REPORTER: Yes, I will do that. Thank you.

ATTORNEY UETZ: Thanks, everyone. Bye.

ATTORNEY RESTEL: Thanks Ann Marie.

STENOGRAPHIC REPORTER: Rough draft and final, right?

ATTORNEY RESTEL: Yes.

STENOGRAPHIC REPORTER: Rough draft and a final?

ATTORNEY MOSES: Yes.

Thank you.

(Proceedings concluded at 11:32 a.m.)

---oOo---

STENOGRAPHIC REPORTER'S CERTIFICATE

I, MARY ANN SCANLAN, California CSR No. 8875, RDR-CRR-CCRR-CLR, do hereby certify that the foregoing transcript of testimony was taken by me in stenotype and thereafter reduced to print under my direction; that said transcript is a full, true and substantially accurate record of the proceedings, to the best of my ability.

I do further certify that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken; and, further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.

Dated: April 29, 2026.

_____

MARY ANN SCANLAN, RDR-CRR-CCRR-CLR

California CSR No. 8875

EXHIBIT H

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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

PACIFIC INSURERS' OBJECTIONS TO THE DIOCESE'S DEPOSITION DESIGNATIONS

Case No. 23-40523 WJL
Chapter 11
Judge: Hon. William J. Lafferty

THE PACIFIC INSURERS' OBJECTIONS TO THE DIOCESE'S DEPOSITION DESIGNATIONS OF PAUL SHIELDS

At the Diocese's deposition of TCC expert witness Paul Shields, the Diocese asked Dr. Shields numerous times about his opinion on the value of insurance coverage in the context of a total valuation of the Diocese's assets. At 81:9–82:25, Dr. Shields testified that "I know they have insurance coverage, but that's not something I've examined or studied" and that "I don't have an opinion on the value of insurance coverage." This disclaimer should govern the remainder of his deposition testimony on this subject. Because Dr. Shields had no opinion on the value of insurance coverage and admittedly had not examined or studied it, any subsequent testimony on the issue is speculative and lacks foundation. Pacific Indemnity Company, Pacific Employers Insurance Company, Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America, and Westchester Fire Insurance Company (collectively, the "Pacific Insurers") object to each of the Diocese's designations as set forth below.

May 27, 2026 Deposition of Paul Shields		
Diocese Designation	***Transcript Text***	***Pacific Insurers' Objections***
85:15–86:12	Q Did someone tell you not to take into account possible insurance proceeds? A No. Q You just came to that conclusion yourself? A I did. Q And putting aside best interest, isn't -- when we look at the ability to make creditors whole, or get there as close as possible, isn't insurance relevant? A Yes, it could be relevant. Q Might that not be a source to supplement whatever RCBO goes out-of-pocket of through other sources? MS. FULFREE: Objection as to form. BY MR. GOROFF:	The Pacific Insurers object to the designation in its entirety as the testimony constitutes impermissible speculation and lacks foundation under Fed. R. Evid. 702. The witness testified he had no opinion on the value of insurance coverage and had not examined or studied it.

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	Q To fund the plan, I'm sorry. A Could you read back that last question. (The record was read by the reporter.) BY THE WITNESS: A Yeah, I think it could. BY MR. GOROFF: Q It could be highly significant, right? A It could.	
86:13–86:18	Q If, for example -- well, do you have any estimate of value of what the insurance policies of RCBO might be worth to claimants, for example? MS. FULFREE: Objection as to form. BY THE WITNESS: A I do not.	The Pacific Insurers object to the designation in its entirety as the question calls for speculation and lacks foundation under Fed. R. Evid. 702. The witness had already testified he had no opinion on the value of insurance coverage and was not competent to provide an estimate of value.
88:24–89:7	Q But you do know that that could be worth potentially hundreds of millions of dollars? A I don't know how much it could be worth. Q But you don't know that it couldn't be worth potentially hundreds of millions of dollars? MS. FULFREE: Objection as to form. BY THE WITNESS: A That's true. I don't know what it couldn't be worth.	The Pacific Insurers object to the designation in its entirety as the testimony is impermissible speculation under Fed. R. Evid. 702 and is unfairly prejudicial under Fed. R. Evid. 403. The witness had no foundation to opine on the value of insurance, and the question improperly sought to frame a speculative guess as a definitive response.
91:2–92:20	Q So tell me how you understand the litigation option to work under the plan. A How the litigation option to work under the plan? Q Yeah. A You have to -- MS. FULFREE: Objection. This is also beyond the scope of his report. MR. GOROFF: So that's your representation, Nicole, that his report doesn't address the litigation option? It was beyond the scope to look at the litigation option? MS. FULFREE: Yes.	The Pacific Insurers object to the designation in its entirety as the testimony lacks foundation under Fed. R. Evid. 702. The witness testified he was not familiar with the litigation option and had no knowledge or expertise on the subject.

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	BY MR. GOROFF: Q Okay. You can answer. A Could you describe the litigation option to me? Q No, I'm asking. You read the plan. You understood it has something called the litigation option, right? A I'm not familiar with that, no. Q Did the disclosure statement discuss the litigation option? A As I'm sitting here, I'm not recalling the litigation option. Q Do you understand there to be a provision of the plan that allows an individual survivor to pursue claims, you know, individually against the insurers of RCBO? A Yes. Q And that potentially has great value to the person who does that, correct? MS. FULFREE: Objection. BY THE WITNESS: A Again, that's not something I looked at or analyzed. BY MR. GOROFF: Q Well, but you -- just as a -- it's going to have some value for an individual claimant to be able to go after insurers that may have far more resources than a diocese emerging from bankruptcy, correct? A It could. I don't know. I don't have any opinions on that.	
94:18–95:7	Q Yeah. So Lowenstein Sandler asked you to assess the sufficiency of the debtor's contribution of the survivors' trust? A Right. Q If RCBO is out of pocket so much, X dollars, under the plan and perhaps, you know, Adventist is making a contribution to Livermore, and RCC may be making a loan, and so on, as part of the calculus in determining whether the contribution is sufficient, isn't the fact that	The Pacific Insurers object to the designation in its entirety as the testimony is impermissible speculation and lacks foundation under Fed. R. Evid. 702. The witness had already testified that the litigation option and insurance were outside his area of expertise and that he had no opinion on them or their value.

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	RCBO is also making an asset available to creditors, that being the litigation option to go after insurers, something of value that you apparently didn't value? A Correct.	
98:20–100:4	Q For purposes of the best-interest test, you are not considering an assignment of insurance rights something the debtor is contributing? A Again, I'm not offering opinions on that. That was an assumption made by Mr. Moore in his report, and I'm not -- I'm choosing not to take exception with it. That doesn't necessarily mean that I agree with it. I'm just not evaluating it. Q But in terms of consideration available to the committee, that is consideration that has potentially substantial monetary value, right? A Yes, it could. Q All right. And, in fact, if -- if, let's say, you know, a claimant survivor were able to get 522,000 through the plan, that person could also get everything else they might, you know -- the remainder of their claim amount by pursuing the litigation option against an insurer, correct? MS. FULFREE: Objection as to form. BY THE WITNESS: A Yeah, that's not something I've evaluated in my analysis. BY MR. GOROFF: Q No, no. I understand you haven't, but as we sit here today, you understand that's a possibility? You can get 522,000, and then the litigation option, you pursue the insurers for whatever else you think you're owed, right? A I believe, yes, they could receive more.	The Pacific Insurers object to the designation in its entirety as the testimony constitutes impermissible speculation and lacks foundation under Fed. R. Evid. 702. The Pacific Insurers also object to the designation under Fed. R. Evid. 403 as unfairly prejudicial and misleading. The witness repeatedly disclaimed any opinion on the value of insurance and the questions sought to extract speculative concessions on subjects outside his expertise.

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	Q And the more they could receive could be having the full amount of what they're owed for their claim paid? MS. FULFREE: Objection. BY THE WITNESS: A I don't know.	
100:16–101:18	Q Right. But assuming the policies covered the loss, and assuming the insurers have the withdrawal, that's certainly a possibility, that they get some money from -- a decent amount of money from RCBO, and then they also get, as part of the consideration, the right to pursue insurers for all of the rest? MS. FULFREE: Objection. BY THE WITNESS: A I suspect it could be a possibility. BY MR. GOROFF: Q And if they got all of the rest, they would get a hundred cents on their claim, right? MS. FULFREE: Objection. BY THE WITNESS: A I haven't looked at insurance as to what the possible recoveries are there. BY MR. GOROFF: Q But you know how insurance works in the world. I mean, if your car is totaled, you get the value of your car, right? I mean, it provides payment of what you are owed, right? MS. FULFREE: Objection. BY THE WITNESS: A But it depends on the coverage and other issues regarding your ability to pursue those claims, which is not something I've evaluated.	The Pacific Insurers object to the designation in its entirety as the testimony is impermissible speculation and lacks foundation under Fed. R. Evid. 702. The Pacific Insurers also object to the designation as misleading. The witness was pressed to speculate about recovery through insurance after repeatedly disclaiming any knowledge or expertise on the subject.
103:18–104:20	Q Do you know of someone else who is going to speak to the value of the insurance assignment and the litigation option under the plan on behalf of the committee? A I do not.	The Pacific Insurers object to the designation in its entirety as the testimony lacks foundation under Fed. R. Evid. 702. The witness repeatedly explained that insurance and the litigation option were not part of his

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	Q But you've ignored those for purposes of your analysis? MS. FULFREE: Objection. BY MR. GOROFF: Q You've attributed zero value to them? A I have not done that analysis, that is true. Q And for purposes of giving the RCBO, you know, credit for what it's contributing under the plan, you've attributed zero to the litigation option? A It just wasn't part of my analysis. I don't know how else to say it. Q Right. But so you, as you say RCBO could give more, you're not taking into account that it's already giving the claimants the litigation option? A Sure. You say I'm attributing zero value. I'm not -- I'm just saying it wasn't an issue I addressed, so I'm not -- that almost makes it sound like I'm opining there's zero value. I'm just saying I didn't -- I didn't consider it in the analysis. It wasn't part of my engagement.	engagement or analysis, and the questioning is argumentative.
104:21–104:24	Q You recognize as you sit here today it actually is quite valuable, right, that litigation option? A Yes, potentially it could be.	The Pacific Insurers object to the designation in its entirety as the testimony is impermissible speculation and lacks foundation under Fed. R. Evid. 702 and is unfairly prejudicial under Fed. R. Evid. 403. The witness had repeatedly testified he had no opinion on or knowledge of insurance value or the litigation option.
236:12–236:17	Q Yes. Under the plan, the abuse claimants would get certain recovery from RCBO, plus they would have litigation option which would permit them to pursue insurers for additional recoveries, right? A Yes. I believe that's correct.	The Pacific Insurers object to the designation in its entirety as the testimony lacks adequate foundation under Fed. R. Evid. 702 to the extent it is offered for the truth of an assertion regarding the value of the litigation option.
236:18–239:7	Q Okay. Under a Chapter 7 liquidation, there is no litigation option, right?	The Pacific Insurers object to the designation in its entirety as the

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	MS. FULFREE: Objection to form. MR. GOROFF: I'm sorry, Nicole. BY MR. GOROFF: Q The individual abuse claimants aren't allowed to pursue insurers under the – under Chapter 7 scenario, are they? MS. FULFREE: Objection to form. BY THE WITNESS: A I don't know that that -- I don't know that that's necessarily the case, that they wouldn't be able to pursue insurance in a Chapter 7. BY MR. GOROFF: Q Do you know that it is the case, that they could pursue insurance in a Chapter 7, and if so, tell me how. How would that work? A I don't know. That's not part of the analysis I've done. Q Okay. You haven't considered the litigation option at all for purposes of your rebuttal report; is that fair? MS. FULFREE: Objection to form. BY MR. GOROFF: Q You haven't considered the -- you haven't considered that at all, have you? A The litigation option under the plan? Q Correct. You haven't considered that at all? A In -- in liquidation? Q I'm sorry? A In liquidation? Q Yeah. Well, you haven't considered it for any purpose actually in your reports, have you? A Yes, that is correct. Q All right. And so I'm trying to think of if we were in Chapter 7, so you have the liquidation Chapter 7 trustee, what is he or she going to do to pursue recoveries for the abuse claims victims? MS. FULFREE: Objection to form. BY THE WITNESS: A I probably need to go back and check one of my previous answer. BY MR. GOROFF:	testimony is impermissible speculation and lacks foundation under Fed. R. Evid. 702. The Pacific Insurers also object to the designation as unfairly prejudicial and misleading. The questioning purported to force the witness to speculate about subjects outside his expertise and analysis.

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	Q Can you answer my question first? A Okay. Sure. Go ahead. Could you read that question? (The record was read by the reporter.) BY THE WITNESS: A So I've not offered or prepared opinions relating to that, and I think I need to go back and fix or correct one of my previous answers. BY MR. GOROFF: Q Does it relate to that? A It does. Q How would you correct? A So the assumption or the analysis is that those are avenues that could be pursued under both scenarios, either under a liquidation or under the plan. And so -- so I've not done any analysis to assess whether or not there is a difference between insurance recoveries associated with that under either scenario.	

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EXHIBIT I

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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

CERTAIN INSURERS' FIRST SET OF INTERROGATORIES TO THE ROMAN CATHOLIC BISHOP OF OAKLAND

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, as made applicable herein by Federal Rules of Bankruptcy Procedure 7026 and 7034, Westport Insurance Corporation, formerly known as Employers Reinsurance Corporation ("Westport"); Continental Casualty Company ("Continental"); 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 London Market Insurers[1] ("LMI", and collectively with Westport, Continental, Travelers, and INA, the "Certain Insurers") by and through their undersigned counsel, hereby serve the following interrogatories (the "Interrogatories") in connection with the *Debtor's Modified Fourth Amended Plan of Reorganization Dated March 27, 2026* (the "Debtor's Plan") [Docket No. 2758] of The Roman Catholic Bishop of Oakland (the "Debtor").

The Certain Insurers hereby request the Debtor fully answer the following interrogatories (each, a "Interrogatory" and collectively, the "Interrogatories") in writing, and serve a copy of its responses and objections upon undersigned counsel for the Certain Insurers, no later than 5:00 p.m. PT on April 13, 2026. In responding to these Interrogatories, the Debtor is to obtain and furnish all documents available to its representatives, employees, agents, servants or attorneys. The Certain Insurers also request that You timely supplement Your responses to these Interrogatories as required by the Federal Rules of Bankruptcy Procedure and the Federal Rules of Civil Procedure.

[1] 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.).

DEFINITIONS

For the purposes of these Interrogatories, the following Definitions shall apply:

1. The words "all," "any," and "each" shall each be construed as encompassing any and all. The singular shall include the plural and vice versa; the terms "and" or "or" shall be both conjunctive and disjunctive; and the term "including" means "including without limitation." The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense. The singular and masculine form of nouns and pronouns shall embrace, and be read and applied as including, the plural, feminine or neuter, as circumstances may make appropriate. Unless otherwise stated, all capitalized terms used but not defined herein shall have the meaning ascribed to them in the Debtor's Plan.

2. The words "all" or "any and all" documents or communications shall mean every document or communication which can be located or discovered by reasonably diligent effort, and which documents are within your possession, custody, or control (including, without limitation, documents within the possession, custody or control of your agents); documents that you have a legal right to obtain; documents that you have a right to copy or have access to; and documents that you have placed in the temporary possession, custody or control of any third person.

3. "Abuse Claim" shall have the meaning provided in Section 1.1.2 of the Debtor's Plan.

4. "Abuse Claim Discharge Date" shall mean the date the discharge provided under the Debtor's Plan and Section 1141 of the Bankruptcy Code will be effective as to each Abuse Claim as provided in Articles VIII and IX and Sections 13.3, 13.9, and 13.11.2 of the Debtor's Plan.

5. "Abuse Claimant" shall have the meaning provided in Section 1.1.4 of the Debtor's Plan.

6. "Abuse Claims Reviewer" shall have the meaning provided in Section 1.1.4 of the Debtor's Plan.

7. "Abuse Insurance Policies" shall have the meaning provided in Section 1.1.6 of the Debtor's Plan.

8. "Assigned Insurance Interests" shall have the meaning provided in Section 1.1.15 of the Debtor's Plan.

9. "Channeled Claim" shall have the meaning provided in Section 1.1.31 of the Debtor's Plan.

10. "Certain Insurers' First Interrogatories" shall mean *Certain Insurers' First Interrogatories to The Roman Catholic Bishop of Oakland* served contemporaneously herewith.

11. "Channeling Injunction" shall have the meaning provided in Section 1.1.32 of the Debtor's Plan.

12. "Churches" shall have the meaning provided in Section 1.1.35 of the Debtor's Plan.

13. "Committee" shall have the meaning provided in Section 1.1.42 of the Debtor's Plan.

14. "Coverage Action" shall have the meaning provided in Section 1.1.47 of the Debtor's Plan.

15. "Debtor," "You," or "Your" and variants thereof shall have the meaning provided in Section 1.1.51 of the Debtor's Plan, and any attorneys, representatives, consultants, advisors, or anyone acting on the Debtor's behalf.

16. "Debtor's Disclosure Statement" shall mean the *Disclosure Statement in Support of Debtor's Modified Fourth Amended Plan of Reorganization* [Docket No. 2759] (as may be modified, amended, or supplemented from time to time)

17. "Debtor's Plan" shall mean *Debtor's Modified Fourth Amended Plan of Reorganization Dated March 27, 2026* [Docket No. 2758] (as may be modified, amended, or supplemented from time to time).

18. "Debtor Extracontractual Insurance Actions" shall have the meaning provided in Section 1.1.54 of the Debtor's Plan.

19. "Communications" shall mean all inquiries, discussions, conversations, negotiations, agreements, understandings, meetings, telephone conversations, letters, notes, telegrams, correspondence, memoranda, emails, facsimile transmissions, or other form of verbal, written, mechanical, or electronic disclosure, in Your actual or constructive control or custody or in the control or custody of any current or former affiliates, representatives or advisors.

20. "Concerning" shall mean relating to, evidencing, supporting, negating, refuting, embodying, containing, memorializing, comprising, reflecting, analyzing, constituting, describing, identifying, referring to, referencing, discussing, indicating, connected with or otherwise pertaining in any way, in whole or in part, to the subject matter being referenced.

21. "Confirmation Hearing" shall mean the hearing in the Bankruptcy Case to consider confirmation of the Debtor's Plan.

22. "Confirmation Order" shall have the meaning set forth in Section 1.1.43 of the Debtor's Plan.

23. "Documents" shall mean any writings, recordings, electronic files and emails, or photographs, whether original or duplicate, as defined in Federal Rule of Evidence 1001 and Federal Rule of Civil Procedure 34(a), inclusively, including (but not limited to) all documents and information in Your possession, custody, or control, and includes: all and any written, recorded, or graphic material, however produced or reproduced, minutes, summaries, memoranda, transcripts, tapes, or other voice recordings, and all other documents and tangible things, including booklets,

brochures, pamphlets, circulars, notices, periodicals, papers, records, contracts, agreements, photographs, minutes, memoranda, messages, appraisals, analyses, reports, files, interoffice memoranda, or interoffice communications of any description, calculations, invoices, accounting entries, diary entries, calendars, inventory sheets, ledgers, correspondence, emails, phone recordings, instant messages, text messages, telegrams, advertisements, press releases, notes, letters, diaries, working papers, schedules, projections, graphs, charts, films, tapes, print-outs, and all other data, whether recorded by electronic or other means, and all drafts thereof. If a Document was prepared in several copies, or if additional copies were thereafter made, and if any such copies are not identical in all respects or are no longer identical by reason of subsequent notation or modification of any kind whatsoever, including notes on the front or back, in the margins, or on any of the pages thereof, then each such non-identical copy is a separate Document and must be produced. When examples of categories or types of Documents are given in a particular Request by use of phrases such as "including," this shall always be interpreted as being for illustrative purposes only (*i.e.*, to be understood as "including without limitation") and in no way limits or narrows the scope of any Request. "Documents" always includes Communications, whether so stated in a particular Request or not.

24. "Effective Date" shall have the meaning provided in Section 1.1.62 of the Debtor's Plan.

25. "Entity" shall have the meaning provided in Section 1.1.63 of the Debtor's Plan

26. "Final Determination" shall have the meaning provided in Section 1.1.77 of the Debtor's Plan.

27. The terms "identify," "identity," "state the identity," and "identification" shall mean:

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(a) When used in reference to an individual, his or her (i) full name, (ii) present or last known home address and telephone numbers, (iii) present or last known business address and telephone numbers, and (iv) present or last known occupation, employer and job title or description (indicating whether the information provided is "current" or "last known" in each instance);

(b) When used in reference to an organization of any kind, (i) its full name, (ii) or other entity, (iii) its date and state of incorporation (if applicable), (iv) the address of its principal place of business and its telephone numbers, (v) each state in which it is registered or authorized to do business and the date on which it was first so registered or authorized, (vi) each state in which it was, but is no longer, registered or authorized to do business, the date on which it was first so registered or authorized, and the date on which it ceased to be so registered or authorized, (vii) the name and current or last known address of each person who currently serves as an officer or director (if applicable) together with the title held by each such person and the date from which such title has been held, (viii) whether it is currently active and, if not, the date on which and reason for which it ceased doing business, (ix) whether it is currently in good standing in each state in which it is incorporated or registered or authorized to do business, (x) the address and phone number of each other location at which it currently does business and the date on which it commenced doing business at that location, and (xi) the address and phone number of each location at which it did business in the past, but at which it currently does not operate, and the dates between which it did business at each such location;

(c) When used in reference to a Document, (i) the type of Document, (ii) its date, (iii) the identity of its author(s) and its recipient(s), (iv) any title and/or serial or file number appearing on the Document, (v) the identity of its present custodian, (vi) its present location, and (vii) a brief description of its subject matter. If any such Document was, but is no longer in Your possession

or control or in existence, state whether it is missing, lost, has been destroyed, has been transferred to others or has been otherwise disposed of; and

(d) When used in reference to an oral communication, (i) the date, place or places, and parties to the oral communication or some other means of identifying the oral communication; (ii) the substance of the oral communication; (iii) the medium through which the oral communication was made (in person or by telephone or video conference); (iv) each person who participated in the oral communication; (v) each person hearing the oral communication; and (vi) whether any written note or memorandum documenting the oral communication exists in the manner required to identify a Document as defined above.

28. "Immediate Payment" shall have the meaning provided in Sections 1.1.84 of the Debtor's Plan.

29. "Initial Determination" shall have the meaning provided in Sections 1.1.89 of the Debtor's Plan.

30. "Insurance Assignment" shall have the meaning provided in Sections 1.1.89 of the Debtor's Plan.

31. "Insurance Action" shall have the meaning provided in Section 1.1.94 of the Debtor's Plan.

32. "Insurance and Benefits Reserves" shall have the meaning provided in Section 1.1.95 of the Debtor's Plan.

33. "Insurance Recoveries" shall have the meaning provided in Section 1.1.96 of the Debtor's Plan.

34. "Litigation Claimant" shall have the meaning provided in Section 1.1.102 of the Debtor's Plan.

35. "Non-Debtor Catholic Entity" shall have the meaning provided in Section 1.1.111 of the Debtor's Plan.

36. "Non-Settling Insurer" shall have the meaning provided in Section 1.1.112 of the Debtor's Plan.

37. "Person" shall have the meaning provided in Section 1.1.115 of the Debtor's Plan.

38. "Plan Documents" shall have the meaning provided in Section 1.1.118 of the Debtor's Plan.

39. "Plan Supplement" shall have the meaning provided in Section 1.1.121 of the Debtor's Plan.

40. The phrase "possession, custody, or control" shall be construed in the broadest possible manner and includes not only those things in the Debtor's immediate possession, but also those things which are subject to its control.

41. The terms "regarding," "relating to," or "evidencing" shall mean relating to, referring to, reflecting, tending to establish, recording, memorializing, constituting, supporting, mentioning, or concerning in any way, directly or indirectly.

42. "RCWC" shall have the meaning provided in section 1.1.134 of the Debtor's Plan.

43. "Reorganized Debtor" shall have the meaning provided in Section 1.1.144 of the Debtor's Plan.

44. "Survivors' Trust Distribution Plan" shall have the meaning provided in Section 1.1.156 of the Debtor's Plan.

45. "Survivors' Trust Documents" shall have the meaning provided in Section 1.1.157 of the Debtor's Plan.

46. "Survivors' Trustee" shall have the meaning provided in Section 1.1.158 of the Debtor's Plan.

47. "Unknown Abuse Claims Representative" shall have the meaning provided in Section 1.1.172 of the Debtor's Plan.

INSTRUCTIONS

The preceding Definitions apply to each of these Instructions, and for the purposes of these Interrogatories, the following Instructions shall be followed:

1. Federal Rule of Civil Procedure 33, made applicable to this proceeding pursuant to Federal Rules of Bankruptcy Procedure 7033 and 9014(c), is hereby incorporated by reference and applies to each of the following instructions.

2. All responses shall comply with the requirements of the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, and the Local Rules of the United States Bankruptcy Court for the Northern District of California.

3. Unless otherwise stated in a specific Interrogatory herein, the relevant time period for the discovery being sought shall be the period from the inception of the RCBO to the present.

4. Identify each Document and oral Communication which forms the basis in whole or in part for the answer given or which corroborates the answer given or the substance of which is given.

5. These Interrogatories shall be deemed continuing in nature. In the event You become aware of or acquire additional information relating or referring to any of the following Interrogatories, Your responses to those Interrogatories shall be supplemented promptly.

6. State whether the information furnished is within Your personal knowledge and, if not, identify each Person to whom the information is a matter of personal knowledge, if known.

7. If any part of the following Interrogatories cannot be responded to in full, please respond to the extent possible, specifying the reason(s) for Your inability to respond to the

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remainder and stating whatever information or knowledge You have concerning the portion to which You do not respond.

8. If the answer to an Interrogatory is not presently known or available to the affiant, so state, and in addition, respond to the entire Interrogatory by supplemental answer in writing and under oath from time to time thereafter, within 10 days after the date on which such answer becomes known to the affiant.

9. If an Interrogatory or portion thereof requests information already provided in response to an earlier Interrogatory, you may respond by specifying the Document, or portion thereof, which contains the information sought.

10. If You contend that a response to an Interrogatory calls for privileged information, in whole or in part, or contend that any part of Your answer would be excludable from production in discovery, please specify: (i) that information is being withheld; (ii) the information being withheld with sufficient particularity to enable the party propounding these Interrogatories to bring the matter before the Court for a ruling on such a claim; (iii) the identity of each Person having knowledge of the factual basis and the individual documents, if any, on which the privilege or other ground is asserted; and (iv) the legal basis for the assertion of the claim of privilege.

11. If You object to any of these Interrogatories, state in writing with specificity the grounds of Your objections. Any ground not stated shall be waived. If You object to a particular portion of any Interrogatory, You shall respond to any other portions of such Interrogatory as to which there is no objection and state with specificity the grounds of the objection.

12. Please furnish all non-privileged information which is based on Your own personal knowledge or which is in the possession of Your attorneys or agents of any kind whatsoever. If You cannot answer any portion of the question, please specify the reasons You cannot provide an answer. If any information requested is not in Your possession, but is known or believed to be in

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the possession of another person or entity, then identify that person or entity and state the basis of Your belief or knowledge that the requested information is in such person's or entity's possession. You are expected, however, to take all necessary steps to secure the information which is responsive to the Interrogatories.

INTERROGATORIES

INTERROGATORY 1: Identify all Persons considered and/or currently being considered for the role of Survivors' Trustee, and for each such Person identify who, if anyone, from the Debtor and/or counsel for Abuse Claimants interviewed and/or will interview the Person and the criteria used to evaluate that Person.

INTERROGATORY 2: Identify all Persons considered and/or being considered for the role of Abuse Claims Reviewer and for each such Person identify who, if anyone, from the Debtor and/or counsel for Abuse Claimants interviewed and/or will interview the Person and the criteria used to evaluate that Person.

INTERROGATORY 3: Describe in detail the principal facts supporting the statement in page 5 of the Debtor's Disclosure Statement that "The Modified Fourth Amended Plan—chiefly, but not exclusively, Article VIII thereof—reflects, in the Debtor's view, the agreed-upon term sheet with the Insurers reached in November 2024."

INTERROGATORY 4: Identify all of the Survivors' Trustee's and Abuse Claims Reviewer's connections with the Debtor, creditors, any other party in interest, their respective attorneys or accountants, the United States trustee, or any Person employed in the office of the United States Trustee as set forth in Rule 2014 of the Federal Rules of Bankruptcy Procedure.

INTERROGATORY 5: Identify whether the Survivors' Trust and/or the Survivors' Trustee could present, prosecute or otherwise pursue any Abuse Claim, other than a

Litigation Claim, against any Non-Settling Insurer for payment under the Debtor's Plan, and under what process, if any, such Abuse Claim could be presented.

INTERROGATORY 6: Identify whether the Survivors' Trust and/or the Survivors' Trustee could present, prosecute or otherwise pursue any Insurance Action arising out of, or for any reason related to, an Abuse Claim held by an Abuse Claimant who timely elects to receive the Immediate Payment, and under what process, if any, such Insurance Action could be presented.

INTERROGATORY 7: Identify whether the Survivors' Trustee could direct, participate, and/or associate in the prosecution of Litigation Claims, and the extent of the Survivors' Trustee's authority to decide matters related to case strategy, settlement, and timing of the Litigation Claim being released to the tort system.

INTERROGATORY 8: Identify whether the Survivors' Trustee could request that the Abuse Claims Reviewer re-evaluate any Trust Claim for the purpose of adjusting the numerical scaling factors and/or the percentage of the Survivors' Trust recovery pool allocated to the Trust Claim, and if so, describe in detail: (a) when such a request may be made; (c) under what criteria; (d) whether such request may be made before an Initial Determination; (e) whether such request may be made before or after any Abuse Claimant requests an additional review; and (f) whether such request is reviewable by any court or other Person.

INTERROGATORY 9: Identify whether the following parties waive their right to assert any claims relating in any way to Abuse Claims (other than Litigation Claims) or the handling thereof, against any Certain Insurer under the Plan: (i) the Survivors' Trust, (ii) the Survivors' Trustee, (iii) the Debtor, (iv) the Reorganized Debtor, (v) each and every Non-Debtor Catholic Entity, (vi) the RCWC, (vii) each and every of the Churches, (vii) the Unknown Abuse Claims Representative, (viii) Abuse Claimants, (ix) each and every Related Person for the

foregoing parties, and (x) each and every Person that claims rights in, to, or under any of the Certain Insurers' Abuse Insurance Policies. To the extent any such party retains their right to assert any claim relating in any way to an Abuse Claim (other than Litigation Claims) or the handling thereof against any of the Certain Insurers, please identify under which circumstance(s) such claim could be asserted against any Certain Insurer.

INTERROGATORY 10: Identify each duty, burden, responsibility, and/or obligation held by the Survivors' Trust under any Abuse Insurance Policy upon the effectiveness of the Insurance Assignment under Section 8.1.3 of the Debtor's Plan.

INTERROGATORY 11: Identify each duty, burden, responsibility and/or obligation held by the Debtor, the Reorganized Debtor or the Released Parties under any Abuse Insurance Policy upon the effectiveness of the Insurance Assignment under Section 8.1.3 of the Debtor's Plan.

INTERROGATORY 12: Identify each duty, burden, responsibility and/or obligation held by RCWC under any Abuse Insurance Policy upon the effectiveness of the Insurance Assignment under Section 8.1.3 of the Debtor's Plan.

INTERROGATORY 13: Identify each and every fact witness the Debtor intends and/or presently anticipates to call at any hearing on confirmation of the Debtor's Plan, and for each such witness, describe in detail the subject matter of the Person's anticipated testimony.

INTERROGATORY 14: Identify the process by which Litigation Claimants may request and obtain "Document Access" pursuant to Section 12.8 of the Plan, including: (b) to whom such a request must be submitted; (c) what form, timing, and content, if any, such a request must have; (d) what categories of information the Debtor contends are included within "all non-privileged information previously provided by the Debtor to the Debtor bearing on the Debtor's liability for Abuse Claims"; (e) what privilege, confidentiality, and/or protective-order review, if

any, will be conducted before such information is provided; (f) the process, if any, by which information previously provided by the Debtor to the Debtor will come into the possession, custody, or control of the Survivors' Trust; and (g) who will have final decision-making authority with respect to disputes concerning whether particular information must be provided to a Litigation Claimant.

INTERROGATORY 15: Identify what, if any, claims asserted in the Coverage Action You contend do not constitute Debtor Extracontractual Insurance Actions and describe in detail how and by whom those claims will be asserted after the Effective Date.

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Dated: April 6, 2026.

By: */s/ Harris B. Winsberg*

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CERTIFICATE OF SERVICE

I, Brian Aton, declare:

I am over the age of 18 and not a party to this bankruptcy case. My business address is: Parker, Hudson, Rainer & Dobbs LLP, 303 Peachtree Street NE, Suite 3600, Atlanta, Georgia 30308.

I hereby certify that on April 6, 2026, a true and correct copy of the **CERTAIN INSURERS' FIRST SET OF INTERROGATORIES TO THE ROMAN CATHOLIC BISHOP OF OAKLAND** was served on the following parties via electronic mail:

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed April 6, 2026.

/s/ Brian Aton
Brian Aton

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EXHIBIT J

[PROPOSED DOCUMENT FILED UNDER SEAL]