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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

In re:

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

Debtor.

Case No. 23-40523 WJL

Chapter 11

DEBTOR'S OMNIBUS RESPONSE TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND INSURERS' MOTIONS IN LIMINE

Judge: Hon. William J. Lafferty

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

The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor in possession (the "Debtor" or "RCBO") in the above-captioned chapter 11 bankruptcy case (the "Chapter 11 Case"), hereby files this omnibus response (the "Omnibus Response") to various motion in limine and/or to exclude (the "Motions in Limine") filed by various Insurers and/or the Official Committee of the Creditors (the "Committee") [Docket Nos. 3056, 3057, 3058, 3059, 3066, 3070, 3079, 3080, 3081, 3085, and 3086] (the "Motions in Limine"). In support of this Omnibus Response, the Debtor respectfully states as follows:

I.

PRELIMINARY STATEMENT

The Debtor submits this Omnibus Response to address the Motions in Limine filed by the Committee and certain Insurers in advance of the Confirmation Hearing on the *Debtor's Modified Fourth Amended Plan of Reorganization dated March 27, 2026* (the "Plan"). The Debtor's position begins with a simple point: the Confirmation Hearing should remain focused on whether the Plan satisfies the requirements of section 1129 of the Bankruptcy Code, not on immaterial disputes that are premature, already governed by existing orders and rules, or expressly preserved under the Plan for resolution in another forum if and when they become concrete. The Plan provides substantial value to Survivors, including $180 million in aggregate contributions to the Survivors' Trust over three and a half years, an initial effective-date funding component of a combined $47.7 million, assignment of certain existing bad-faith claims against the Debtor's Insurers, and a Litigation Option that permits every Survivor who wishes to pursue state-court litigation and available insurance recoveries to do so. The Debtor will prove at confirmation that this structure satisfies the Bankruptcy Code, maximizes creditor recoveries within the Debtor's actual financial and mission constraints, avoids the inequity of a first-come, first-served litigation race that would leave many survivors recovering nothing, and preserves the Debtor's ability to continue its religious and charitable mission of serving the needs of the more than 400,000 Catholics in the Diocese.

The only relevant issues for the Confirmation Hearing are therefore confirmation issues, not immaterial insurance or evidentiary side disputes:

- Whether the Plan satisfies the applicable requirements of section 1129(a), including proper classification and Plan contents, good faith, best interests, feasibility, and the requirement for at least one accepting impaired class.

- Whether the Plan may be confirmed under section 1129(b) over rejecting classes because it is fair and equitable with respect to those classes and does not discriminate unfairly.
- Whether the Committee's objections concerning good faith, best interests, alleged failure to maximize estate value, mission-critical property, liquidation analyses, alleged manufactured impairment, and the absolute priority rule should be overruled.
- Whether the Insurer objections concerning the Insurance Assignment,[1] Litigation Option, alleged bad-faith and extra-contractual claims, claim-allowance and participation rights, discharge and injunction provisions, Plan settlement findings, and proposed Confirmation Order language should be overruled or addressed through targeted Plan or Confirmation Order language rather than denial of confirmation.
- Whether the Court should receive the evidence necessary to understand how the Plan works, including evidence concerning the Survivors' Trust, Plan funding, the Insurance Assignment, the Litigation Option, and the Debtor's good-faith plan process, while preserving for other courts any later disputes over coverage, policy interpretation, insurer defenses, or bad-faith liability.

Each of these issues is addressed in detail in the *Debtor's Memorandum of Law in Support of Confirmation of Debtor's Modified Fourth Amended Plan of Reorganization* [Docket No. 3100] (the "Confirmation Brief").

These relevant issues should guide the resolution of the pending Motions in Limine. The Debtor agrees with several uncontroversial evidentiary principles. The Debtor will not ask lay witnesses to offer legal conclusions, will not ask non-insurance experts to opine on policy interpretation or coverage liability, and will not ask this Court to adjudicate the merits of insurance coverage or insurer bad-faith disputes at confirmation. But those concessions do not justify excluding evidence necessary to understand the Plan, the value it provides, or the deficiencies in the Committee's and Insurers' objections.

Several of the motions seek relief that is unnecessary and at best premature before any evidence has been offered. Objections to specific testimony, documents, or exhibits can be addressed when and if the evidence is introduced, particularly where a moving party seeks categorical exclusion before the Confirmation Hearing has begun. Other motions ask the Court to duplicate or expand existing protections, including the Mediation Order and the applicable Bankruptcy Local Rules governing mediation confidentiality. Still, others attempt to use motions in limine to narrow the Debtor's confirmation case by excluding evidence concerning Plan provisions that are central to the Court's section 1129 analysis, particularly as they related to the Plan's distribution mechanics and the Litigation Option.

[1] Unless otherwise defined herein, capitalized terms have the meaning set forth in the Plan.

The Debtor's position on Insurer participation illustrates the appropriate balance. The Debtor does not seek to bar the Insurers from participating entirely; rather, the Debtor asks only that the Insurers be limited to the objections they filed and the discovery they pursued. That approach permits the Insurers to protect any legitimate interests they may have in the Plan while preventing them from prolonging and unduly complicating the Confirmation Hearing, converting it into a coverage dispute or injecting other material issues. It is also consistent with the Debtor's confirmation position that the Insurers' objections improperly seek to decide future coverage,[2] allocation, reimbursement, contribution, claim-administration, and inter-insurer disputes that the Plan preserves for later determination in the appropriate forum (including the preservation of all rights and defense of the Insurers).

The Pacific Insurers' motion concerning the 2005 Settlement Agreement likewise demonstrates why categorical exclusion is inappropriate. The Debtor does not offer that agreement to prove coverage, policy interpretation, insurer liability, bad faith, or any admission by any insurer. The Debtor seeks to use it, if necessary, for the limited purpose of testing Katheryn McNally's reliance on historical RCBO settlements while ignoring the source of funds for those settlements. If the Committee is permitted to offer McNally's opinions, the Debtor must be permitted to show that her historical-settlement analysis is incomplete, fundamentally flawed, and misleading.

For these reasons, and as set forth in the chart below, the Court should deny the motions in limine where they are unnecessary or overbroad, narrow them where appropriate, and enforce only those limitations that are consistent with the Federal Rules of Evidence, the Bankruptcy Rules, the Mediation Order, the Local Rules, and the Debtor's right to present its case for confirmation of the Plan.

II.

BACKGROUND

A. General Confirmation Background

The Court approved a schedule for discovery and briefing leading up to a confirmation hearing on the Plan that is to commence on or about June 15, 2026 (the "Confirmation Hearing"). This schedule was

[2] And, of course, coverage issues are already subject to a pending Adversary Proceeding in District Court before Judge Corley, creating issues of prior pending action, duplicative and potentially inconsistent recoveries and forum shopping, among others.

memorialized in an order entered on April 6, 2026 [Docket No. 2790] (the "Scheduling Order"). On March 29, 2026, the Debtor filed its *Modified Fourth Amended Plan of Reorganization Dated March 27, 2026* (the "Plan") [Docket No. 2758] and *Disclosure Statement in Support of Debtor's Modified Fourth Amended Plan of Reorganization* [Docket No. 2759] (as later amended and modified, the "Disclosure Statement").[3] Following withdrawal of an earlier plan of reorganization proposed by the Committee approximately seven weeks after it was filed, the Plan is the only plan of reorganized before the Court.

B. The Motions in Limine

In accordance with the Scheduling Order, the following Motions in Limine were filed on or about June 4, 2026 by the Committee or the Insurers, respectively:

- *Motion in Limine of the Official Committee of Unsecured Creditors for an Order De-Designating All Non-Confidential Information for Use at the Confirmation Hearing* [Docket No. 3056]—filed by the Committee;
- *The Official Committee of Unsecured Creditors' Motion in Limine to Exclude Dr. Kurt Martens' Testimony* [Docket No. 3057]—filed by the Committee;
- *The Official Committee of Unsecured Creditors' Motion in Limine to Preclude the Debtor & Non-Debtor Affiliates from Offering Any Evidence Not Produced in Discovery* [Docket No. 3058]—filed by the Committee;
- *The Official Committee of Unsecured Creditors' Motion in Limine to Preclude or Limit Insurer Participation at the Hearing on Confirmation of the Debtor's Modified Fourth Amended Plan of Reorganization* [Docket No. 3059]—filed by the Committee;
- *Motion in Limine Regarding Rulings Concerning Insurers and Insurance Policies* [Docket No. 3066]—filed by Certain Underwriters at Lloyd's, London and certain London Market Insurers (the "Certain Insurers");
- *London Market Insurers' and Pacific Insurers' Motion in Limine to Exclude Legal Testimony from the Debtor's Fact Witnesses* [Docket No. 3070]—filed by London Market Insurers ("LMI") and the Pacific Insurers;
- *Pacific Insurers and LMI's Motion in Limine Regarding Mediation Privilege* [Docket No. 3079]—filed by the Pacific Insurers and LMI;
- *Pacific Insurers and LMI's Motion in Limine Regarding Certain Expert Testimony of the Official Committee of Unsecured Creditors on Insurance* [Docket No. 3080]—filed by Pacific Insurers and LMI;
- *Pacific Insurers' and LMI's Motion in Limine Regarding Certain Expert Testimony of the Roman Catholic Bishop of Oakland* [Docket No. 3081]—filed by Pacific Insurers and LMI;
- *Administrative Motion to Consider Whether the Roman Catholic Bishop of Oakland's and the Committee of Unsecured Creditors' Material Should Be Sealed* [Docket No. 3085]—filed by the Pacific Insurers; and,

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

- *Pacific Insurers' Motion in Limine to Preclude Introduction and Use of 2005 Settlement Agreement* [Docket No. 3086]—filed by the Pacific Insurers.

For its part, the Debtor filed three motions in limine and two motions to exclude certain of the Committee's experts and/or their expert testimony.

- *Debtor's Motion to Strike Expert Report of P. Shields and Exclude Related Testimony* [Docket No. 3062];
- *Debtor's Motion to Strike Expert Report of K. McNally and Exclude Related Testimony* [Docket No. 3064];
- *Debtor's Motion in Limine to Exclude Argument and Evidence of Survivor Abuse to Inform this Court's Review of the Bankruptcy Code Requirements* [Docket No. 3069];
- *Debtor's Second Motion in Limine to Exclude Argument and Evidence that a Vote Against the Debtor Plan Represents Informed Consent that Dismissal is in the Best Interests of Creditors* [Docket No. 3071]; and,
- *Debtor's Third Motion in Limine to Limit Insurers' Argument and Evidence to the Scope of Their Confirmation Objections* [Docket No. 3073].

The Debtor's motions are not addressed in this Omnibus Response except to provide context related to the Motions in Limine filed by the Insurers and the Committee. Generally, through its five filings, the Debtor seeks targeted evidentiary and case-management relief to keep the Confirmation Hearing focused on the requirements of section 1129 and the actual terms and value of the Plan. The Debtor seeks to exclude the expert reports and related testimony of Paul Shields and Katheryn McNally on the grounds that their opinions are unreliable, incomplete, and not helpful to the Court's confirmation analysis. The Debtor also seeks to preclude argument or evidence that would invite the Court to apply the recognized confirmation standards differently because Abuse Claimants are survivors of sexual abuse, or that would suggest votes against the Plan establish informed consent that dismissal is in creditors' best interests. Finally, the Debtor seeks to limit Insurer participation so that Insurers may present argument and evidence only within the scope of the discovery they pursued and the objections they filed, rather than expanding the Confirmation Hearing into unrelated insurance or collateral disputes.

III.

RESPONSES

In the interest of efficiency and to assist the Court in resolving the Motions in Limine, the Debtor has prepared the chart below outlining its Response to each such motion and the basis for same:

Docket No.	Relief Requested	Debtor's Response	Basis for Debtor's Response
3056	The Committee seeks an order de-designating all non-confidential information for use at the Confirmation Hearing, except for Sensitive Information that would remain protected through redactions.	The Debtor does not oppose appropriate de-designation of materials that are not genuinely confidential, but the Committee's proposed wholesale relief is overbroad. The Debtor and Committee agreed to meet-and-confer on Wednesday, June 10 in advance of the Confirmation Hearing and will update the Court accordingly following that meeting.	The Committee's motion recognizes that certain Sensitive Information must remain protected. The Committee's motion also states that the parties agreed conferral would continue and that any further agreement would be provided by supplement in advance of the hearing. Any remaining dispute should be resolved by document or category, not through a blanket de-designation order.
3057	The Committee seeks to exclude all reports and testimony of Dr. Kurt Martens from use at the Confirmation Hearing.	For the avoidance of doubt, the Debtor will file a separate, specific response to the motion to exclude Dr. Martens' testimony and include it here only for the sake of completion. Generally, the motion should be denied to the extent it seeks categorical exclusion of Dr. Martens' testimony. Contrary to the Committee's suggestion, the Debtor seeks to offer Dr. Martens as an expert on only one subject—relevant Canon law. The Debtor does not intend to offer Dr. Martens as an expert on bankruptcy law, California trust law, California corporate law, policy interpretation, coverage liability, or any ultimate legal issue, as the Committee erroneously suggests. Dr. Martens' testimony should be permitted for the limited purpose of explaining canon law and ecclesiastical context	The Debtor's confirmation case includes evidence that the Debtor is a California corporation sole that conducts its civil affairs under California law, federal law, and the Code of Canon Law. The Committee's confirmation objection attacks the Debtor's asset-liquidation decisions and asks the Court to second-guess the Debtor's retention of mission-critical properties. Limited ecclesiastical-context testimony would assist the Court without asking the Court to decide civil-law property rights by applying canon law or to resolve any conflicts as between the two sources of law, if any.

		relevant to the Debtor's religious structure, mission, governance, and Bishop Barber's exercise of ecclesiastical judgment concerning mission-critical property and/or the alienation of property and the process for doing so in a diocesan environment.	
3058	The Committee seeks to preclude the Debtor, RCC, RCWC, and Adventus from offering at the Confirmation Hearing any evidence requested by the Committee but not produced in discovery.	The motion should be denied as overbroad and premature. The Debtor does not intend to rely on responsive, non-produced documents or information in violation of applicable discovery rules, but a blanket exclusion order is unnecessary absent identification of specific evidence that was requested, withheld, and then offered at the Confirmation Hearing.	The Committee seeks categorical exclusion of any documents, information, or testimony requested but not produced as of June 4, 2026. Such relief should be addressed, if necessary, through specific objections to particular exhibits or testimony. Moreover, even if the requested categorical exclusion was appropriate, the Debtor and the Committee were still working to resolve outstanding discovery issues after June 4, as discussed at the hearing on June 8. In any event, the Debtor must be permitted to rely on properly disclosed evidence, filed materials, deposition testimony, expert reports, Plan documents, and the evidentiary record to meet its confirmation burden.
3059	The Committee seeks to preclude or limit Objecting Insurer participation at the Confirmation Hearing, including by deferring insurer participation unless and until the Court first determines that the Plan may otherwise be confirmed, or alternatively	The motion should be granted only in part and only to the extent consistent with the Debtor's narrower motion in limine filed at Docket No. 3073. The Debtor does not join the Committee's request to suspend	The Debtor's own motion seeks to balance insurer participation by permitting insurers to protect their stated objections, without allowing them to weaponize procedural rights or prolong the Confirmation Hearing, duplicate arguments, unduly

	limiting insurer participation to issues raised in their objections.	*all* insurer participation. The Insurers should instead be limited to arguments raised in their Objections and evidence within the scope of discovery they sought, which, admittedly, was extremely limited as described in detail in the Debtor's motion filed at Docket No. 3073.	complicate the record or inject tangents. The Insurers filed objections focused on insurance assignment, Non-Settling Insurer rights, and related Plan provisions, but they did not provide expert reports and participated only in a limited way in discovery. The Debtor's narrower relief is fair, nonprejudicial, and consistent with the Court's inherent authority to manage the hearing. Moreover, the Insurance Assignment seeks assignment only of whatever rights, interests, benefits, obligations, etc. that the Debtor currently has and does not change the nature of such rights, interests, benefits, obligations, etc.
3066	1) LMI seeks to exclude evidence concerning insurance policies, policy interpretations, insurance-related findings, and alleged or potential bad-faith claims, and asks the Court to abstain from issuing findings and conclusions on those issues. 2) LMI also argues that the Court lacks the ability to finally adjudicate insurance issues and alleged bad-faith claims, which LMI asserts cannot presently exist. 3) Finally, LMI seeks to exclude "evidence concerning … any determination whether any potential settlement between [the Debtor] and [the	The motion should be denied to the extent it would exclude evidence concerning the existence, structure, purpose, and implementation of the Insurance Assignment, the Litigation Option, and the Plan's preservation of insurer rights. LMI seeks to resolve issues that have not been raised and assumes facts that do not exist. The Debtor does not seek merits determinations of coverage liability, policy interpretation, or insurer bad faith at confirmation. Confirmation of the Plan does not require any determination of whether a bad-faith claim exists, can exist, or, should it	The Plan preserves insurance disputes for resolution under applicable non-bankruptcy law and does not impair, alter, supplement, change, expand, decrease, or modify the terms, conditions, rights, obligations, coverage, or benefits under Abuse Insurance Policies. The Plan assigns rights only to the maximum extent permissible under applicable law and preserves insurer defenses in a non-bankruptcy forum of competent jurisdiction. Evidence about the Insurance Assignment and Litigation Option is relevant because those

	Committee] is in good faith for insurance coverage purposes …"	exist, can be assigned. Any order should prohibit only merits adjudication of coverage and bad-faith claims while permitting evidence necessary to establish the Plan's confirmability. Regarding a "potential settlement" between the Debtor and Committee—there is none. This request for relief is entirely irrelevant.	provisions are core Plan mechanisms. Also, to the extent LMI contests the Court's jurisdiction at confirmation, because the Debtor's insurance policies (and the rights thereunder) are an asset of the estate, the Court has clear jurisdiction over the Insurance Assignment in the Plan.
3070	LMI and Pacific Insurers seek to exclude testimony regarding legal opinions from the Debtor's lay/fact witnesses, including testimony that the Plan was proposed in good faith, is fair and equitable, or satisfies other confirmation requirements. The Committee filed a *Joinder* [Docket No. 3155] to this motion on June 9, seeking to exclude legal testimony from lay witnesses.	The motion should be granted only to the extent it precludes lay witnesses from proffering legal conclusions. However, given that such individuals are, in fact, lay witnesses, any relief at all is unnecessary. If the Court is inclined to grant the motion in any respect, the motion should be denied to the extent it would bar factual testimony concerning the Debtor's purposes, decision-making, negotiations, mission constraints, financial capacity, Plan design and intent, and efforts to balance survivor compensation with the Debtor's continued religious and charitable mission. The Debtor's fact witnesses will not be asked to opine as lawyers on whether the Plan satisfies section 1129, whether the Plan is fair and equitable as a legal matter, or whether the Plan was proposed in good faith as a legal conclusion.	Among other things, Bishop Barber's testimony is relevant to the Debtor's purpose in using chapter 11 to address every Survivor fairly and avoid a first-come, first-served race to the courthouse while also preserving its religious and charitable mission. Similarly, Mr. Attila Bardos's testimony is relevant to the factual design and intent of the Plan's mechanics, including the Survivors' Trust, the Distribution Option, and the Litigation Option. Additional witnesses may offer opinions as to their understanding of legal terms, but they will not offer ultimate legal conclusions. That is the job of counsel, not fact witnesses, through argument.
3079	Pacific Insurers and LMI seek to exclude testimony, evidence, and statements of	The motion should be denied as unnecessary or granted only to the extent it restates the	The Mediation Order already provides that Local Rule 9047-1's confidentiality

	counsel regarding mediation and mediation communications at the Confirmation Hearing. The Committee filed a *Joinder* [Docket No. 3157] to this motion on June 9, seeking to reinforce the mediation privilege as to testimony, evidence, and statements of counsel with respect to mediation.	existing Mediation Order and Bankruptcy Local Rules. The Debtor does not intend to introduce confidential mediation communications with insurers to prove liability, invalidity, or amount of any claim. Any order should preserve the Debtor's ability to refer to non-privileged procedural facts, including the existence, participation and timing of mediation efforts.	provisions govern mediation, making this motion unnecessary and duplicative in nature. Significantly, not everything about a mediation is privileged. The Mediation Order contains important limits and carveouts, including that it does not make confidential any document or information received or developed without a mediation-related confidentiality obligation. No additional order should go beyond those existing protections. The Mediation Order also provides that mediation results are non-binding and without prejudice to any party's rights, claims, or defenses.
3080	Pacific Insurers and LMI seek to preclude Committee experts Paul Shields and Randi Rosen from offering testimony about insurance coverage, insurance policies, insurance valuation, insurer liability, or other insurance-related matters.	Subject to its existing motion to exclude Mr. Shields[4], testimony and related opinions entirely, the Debtor supports a narrow order precluding Paul Shields and Randi Rosen from offering undisclosed opinions on policy interpretation, insurance coverage, insurer liability, or insurance valuation. The Debtor does not seek to preclude those witnesses from offering otherwise admissible testimony within the scope of properly disclosed non-insurance opinions, subject to the Debtor's separate motion to strike Shields. Lest there be any doubt, Debtor intends to introduce evidence that Mr. Shields did not consider the	Experts may not offer undisclosed opinions outside their expertise. Shields and Rosen were not disclosed as insurance experts, and the insurer motion states that their reports do not offer opinions on the Debtor's insurance policies. The order should not be used to bar proper non-insurance testimony except where separately excluded, including through the Debtor's motion to exclude Mr. Shields.

[4] Debtor is moving to exclude Mr. Shields as an expert under the holding of *Daubert v. Merrill Dow Pharmaceuticals*. If this is granted, it would moot this motion.

		value of the Insurance Assignment and Litigation Option in the Plan and therefore overlooked items of great value being provided to abuse survivor claimants and other creditors in the Plan.	
3081	Pacific Insurers and LMI seek to preclude the Debtor's experts from offering testimony about insurance coverage, insurance policies, insurance valuation, insurer liability, or other insurance-related matters.	The motion should be granted only to the limited extent that the Debtor's experts will not opine on policy interpretation, insurance coverage, insurer liability, or coverage valuation. The motion should be denied to the extent it would bar Debtor experts from testifying within their disclosed fields merely because their testimony concerns Plan provisions that include the Insurance Assignment, Litigation Option, or the economic value of the Plan compared with alternatives. It is axiomatic that experts cannot testify outside the scope of the opinions expressed in their expert report; thus, any order reinforcing that principle is unnecessary.	The Debtor's experts are offered for matters such as liquidation analysis, financial projections, real estate issues, economic reasonableness, and other confirmation issues. Dr. Martin's testimony concerning comparable diocesan and religious-order bankruptcies and the economic reasonableness of the Plan is central to the Debtor's rebuttal of the Committee's confirmation objection. A broad exclusion of any "insurance-related" testimony would improperly prevent the Debtor from explaining Plan mechanics and responding to the Committee's experts. Given the centrality of the Insurance Assignment and the Litigation Option to the Plan, such an exclusion would prejudice the Debtor's ability to seek confirmation.
3085	Pacific Insurers seek provisional sealing of certain motions in limine and related materials that reference information designated confidential by the Debtor or the Committee, with redacted versions filed on the public docket.	The Debtor does not oppose provisional sealing procedures to the extent they preserve existing confidentiality designations pending further order of the Court. Any sealing order should remain provisional, narrowly tailored, and consistent with the parties' ongoing efforts to resolve confidentiality and	The Pacific Insurers seek provisional sealing because their motions in limine quote or reference materials designated confidential by other parties. Civil Local Rule 79-5(f), as incorporated by the Bankruptcy Local Rules, places the burden on the designating party to justify continued sealing of another party's designated

		admissibility issues before the Confirmation Hearing. Additionally, the Court already approved and entered not fewer than two (2) confidentiality and/or protective orders in this case largely addressing this issue. (*See* Docket Nos. 288 and 832). It is these orders that presumably allowed various parties to file their Motions in Limine under seal in the first place.	material. Provisional treatment is appropriate so long as it does not predetermine confidentiality disputes or conflict with the ongoing meet-and-confer process.
3086	Pacific Insurers seek to preclude introduction, reference to, or reliance on the 2005 Settlement Agreement at the Confirmation Hearing and to preclude the Debtor from arguing legal conclusions regarding that agreement with respect to the Insurers. The Committee filed a *Joinder* [Docket No. 3158] to this motion on June 9, seeking to exclude the 2005 Settlement Agreement but not the accordant settlements reached with survivors at that time.	The motion should be denied. The Debtor intends to use the 2005 Settlement Agreement for a limited, non-coverage purpose: to test and rebut Katheryn McNally's historical-settlement methodology, not to prove policy interpretation, insurer coverage, insurer liability, bad faith, or any admission by any insurer. The Debtor's proposed use is proper because Ms. McNally affirmatively placed historical RCBO settlements at the center of her "face value" analysis, while admittedly ignoring who funded those settlements and how that funding context affects any comparison to the Plan. The 2005 Settlement Agreement is directly relevant to Ms. McNally's analysis, a lynchpin of the Committee's objection to confirmation of the Plan. The Committee's *Joinder* on this issue should be overruled, as well, particularly if the Committee intends to offer any	Ms. McNally's report should be excluded, but if the Committee is permitted to offer her opinions, the Debtor must be allowed to expose the unreliability of those opinions using the historical settlement materials on which she relies. Ms. McNally's assignment was to examine historical RCBO settlements to inform the asserted "face value" of claims, but she did not account for funding sources, insolvency, constrained assets, or likely distributions in this bankruptcy case. Her analysis ignores that insurers paid approximately 55% of the relevant settled amount in the 54 settlements she used from/around 2005, and correcting for that fact materially changes the per-claim comparison on which the Committee is expected to rely. The 2005 Settlement Agreement is therefore relevant to reliability,

		contemporaneous settlements with survivors into evidence at the Confirmation Hearing.	methodology, and cross-examination, and the Debtor's use does not ask the Court to treat the agreement as evidence of coverage, liability, policy obligations, or insurer wrongdoing.

In addition to the foregoing, the Debtor reserves the right to supplement its responses to the Motions in Limine through oral argument at the hearing scheduled for June 12, 2026.

IV.

CONCLUSION

The Court should resolve the motions in limine in a manner that preserves the proper scope of the Confirmation Hearing. The Debtor does not seek to have fact witnesses offer legal conclusions, non-insurance experts interpret insurance policies, or the Court adjudicate coverage liability or insurer bad faith. The Debtor must, however, be permitted to present evidence concerning the Plan's structure, the Insurance Assignment, the Litigation Option, Plan funding, the Debtor's good-faith process, the feasibility and fairness of the Plan, and the defects in the Committee's expert evidence.[5] The Court should therefore grant the Debtor's motions in limine, deny or narrow the Committee's and Insurers' motions to the extent they would prevent the Debtor from presenting its confirmation case, and enforce only those limits that are already supplied by the Mediation Order, the Bankruptcy Local Rules, the Federal Rules of Evidence, and ordinary expert-disclosure principles.

The Pacific Insurers' motion concerning the 2005 Settlement Agreement is a particularly clear example of overreach. The Debtor does not offer the agreement to establish insurance coverage, insurer liability, bad faith, policy interpretation, or any admission by any insurer that was a party thereto. The Debtor offers it to test Ms. McNally's methodology because she used historical RCBO settlements as the

[5] The limitations on the Insurers' role in the confirmation trial sought by both RCBO and the Committee is consistent with California law requiring insurers to hold their insureds' (here, RCBO's) interests equal to their own and not harm the insureds' interests. *See, Comunale v. Traders & General Insurance Co.*, (1950) 50 Cal.2d 654. Any effort by the Insurers to redirect efforts toward review of coverage issues or regarding bad faith improperly harms RCBO's interest in seeking plan confirmation based upon recognized standards focused on the terms of the Plan itself.

foundation for an asserted claim "face value" while ignoring the fact that insurers funded a substantial portion of those settlements. If Ms. McNally's opinions are admitted, the Debtor must be permitted to show the Court why those opinions are incomplete and misleading.

DATED: June 10, 2026

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