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

Case No. 23-40523 WJL
 Chapter 11

In re:

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

 Debtor.

**OFFICIAL COMMITTEE OF UNSECURED
 CREDITORS' OBJECTION TO LMI'S
 MOTION FOR STAY PENDING APPEAL
 OF ORDER GRANTING THE OFFICIAL
 COMMITTEE OF UNSECURED
 CREDITORS' EX PARTE APPLICATION
 FOR FEDERAL RULE OF BANKRUPTCY
 PROCEDURE 2004 EXAMINATION OF
 INSURERS**

[Related to Docket No. 907]

Judge: Hon. William J. Lafferty
 Date: April 26, 2024
 Time: 10:00 a.m. (Pacific Time)
 Place: United States Bankruptcy Court
 1300 Clay Street, Courtroom 220



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1 The Official Committee of Unsecured Creditors (the “**Committee**”) of The Roman
2 Catholic Bishop of Oakland (the “**Debtor**”) files this objection (this “**Objection**”) to the *Motion*
3 *for Stay Pending Appeal of Order Granting the Official Committee of Unsecured Creditors’ Ex*
4 *Parte Application for Federal Rule of Bankruptcy Procedure 2004 Examination of Insurers* [Dkt.
5 No. 907] (the “**Stay Motion**”) filed by Certain Underwriters at Lloyd’s, London, subscribing
6 severally and not jointly to Slip Nos. CU 1001 and K 66034 issued to the Roman Catholic
7 Archbishop of San Francisco, and Nos. K 78138 and CU 3061 issued to the Roman Catholic
8 Bishop of Oakland (“**LMI**”). In support of this Objection, the Committee states as follows:

9 **PRELIMINARY STATEMENT**¹

10 1. Despite the Court’s multiple unequivocal findings that the Committee and the
11 Debtor are entitled to information relating to the Debtor’s insurance assets, including reserve and
12 underwriting information, LMI has refused to produce such information. Rather, LMI elected to
13 appeal this Court’s sound rulings, creating further delay and expense to the detriment of the Debtor
14 and survivors of sexual abuse.

15 2. Now, LMI also seeks a stay of this Court’s rulings in the hopes that it can withhold
16 valuable information from the parties under the argument that such information will not be useful.

17 3. Because LMI has not met its heavy burden for entitlement to a stay pending appeal,
18 the Stay Motion should be denied. Indeed, LMI has not shown (i) a strong likelihood of success
19 in its Appeal, (ii) that it will be irreparably harmed by production of information relating to the
20 Requests, (iii) the absence of harm to the Committee and Debtor if the stay is granted, or (iv) that
21 public interest supports a stay.

22 4. Even if this Court were inclined to grant a stay, such stay should be limited to
23 production by LMI of information relating to reserves and underwriting. LMI’s proposed order is
24 overbroad requesting a blanket stay of the entire 2004 Order. Any such order, should it be entered,
25 should be narrowed to apply (i) only to LMI and (ii) only to the production of documents related
26

27 _____
28 ¹ Capitalized terms not defined in this Preliminary Statement shall have the meanings set forth
herein.

1 to LMI reserves and underwriting. LMI should further be required to reimburse the Debtor's estate
2 the costs associated with this Motion.

3 **RELEVANT BACKGROUND**

4 5. On October 5, 2023, the Committee filed *The Official Committee of Unsecured*
5 *Creditors Ex Parte Application for Federal Rule of Bankruptcy Procedure 2004 Examination of*
6 *Insurers* [Dkt. No. 502] (the "**Rule 2004 Motion**").²

7 6. On October 11, 2023, Westport Insurance Corporation, formerly known as
8 Employers Reinsurance Corporation and Insurance Company of North America, Pacific Indemnity
9 Company, and Pacific Employers Insurance Company ("**Pacific**") filed the *Insurers'*
10 *(I) Preliminary Statement & Response to Committee's 2004 Motion and (II) Request for Court to*
11 *Abstain Entry of an Order in Connection Therewith Pending Further Discussion* [Dkt. No. 521]
12 (the "**Insurer Preliminary Objection**"). On October 12, 2023, LMI joined in the Insurer
13 Preliminary Objection [Dkt. No. 528].

14 7. Prior to the Hearing (defined below), the Committee met and conferred with the
15 Insurers and the Debtor in an attempt to consensually resolve the Rule 2004 Motion. At the
16 conclusion of the meet and confer, a resolution could not be reached.

17 8. On October 12, 2023, the Debtor filed a response [Dkt. No. 532] in support of the
18 Rule 2004 Motion and requested that any order granting the Rule 2004 Motion "require all
19 responsive, non-privileged documents produced to the Committee be contemporaneously
20 produced to the Debtor." [*Id.* at 2.]

21 9. On November 1, 2023, the Insurers, including LMI, filed the *Insurers' Objection*
22 *to Committee's Rule 2004 Motion Seeking Discovery from Debtor's Insurers* [Dkt. No. 571] (the
23 "**Insurer Objection**").

24 10. On November 7, 2023, the Committee filed a reply in further support of the Rule
25 2004 Motion [Dkt. No. 583].

26
27
28 ² Capitalized terms not defined herein shall have the meanings set forth in the Rule 2004 Motion.

1 11. On November 10, 2023, Pacific and Continental Casualty Company filed a sur-
2 reply in further support of the Insurer Objection [Dkt. No. 604].

3 12. On November 14, 2023, the Court held a lengthy hearing during which it considered
4 the Rule 2004 Motion, among other motions (the “**Hearing**”).

5 13. At the conclusion of the Hearing, the Court granted the Rule 2004 Motion with
6 respect to a narrower subset of documents than originally requested in the Rule 2004 Motion,
7 without prejudice to the Committee’s ability to request the remaining documents at a later date.

8 14. The Court specifically found that certain categories of documents—namely claim
9 files, underwriting information, and reserves—were relevant to the Committee’s investigation and
10 granted the Rule 2004 Motion with respect to those categories along with other categories which
11 the Insurers agreed to (as set forth on the record at the November 14, 2023 hearing, the “**Rule 2004**
12 **Ruling**”).

13 15. Following the Hearing, the Committee narrowed the requests in the subpoenas
14 attached to the Rule 2004 Motion (the “**Requests**”) in accordance with the Rule 2004 Ruling.

15 16. On December 7, 2023, at the Court’s direction, the Committee met and conferred
16 with the Insurers regarding the form of the subpoenas and made certain changes based on input
17 from the Insurers. However, the parties did not reach complete agreement regarding the form of
18 the subpoenas.

19 17. On December 15, 2023, LMI filed the Motion to Reconsider. No other Insurer
20 joined in the Motion to Reconsider.

21 18. During a hearing on January 9, 2024, the Court held a status conference in
22 connection with the Rule 2004 Motion and Motion to Reconsider, during which the Court
23 reaffirmed that it had already ruled on relevancy issues with respect to the Rule 2004 Motion but
24 determined that it would leave the Motion to Reconsider on the calendar for the January 31, 2024
25 hearing date.

26 19. On January 18, 2024, the Court entered the *Order Granting the Official Committee*
27 *of Unsecured Creditors’ Ex Parte Application for Federal Rule of Bankruptcy Procedure 2004*
28 *Examination of Insurers* (“**2004 Order**”).

1 20. The 2004 Order requires LMI to produce documents responsive to the Requests by
2 March 4, 2024.

3 21. On January 19, 2024, the Committee served a subpoena as permitted by the 2004
4 Order (the “**Subpoena**”) to LMI’s counsel via email. On January 22, 2024, LMI’s counsel
5 confirmed acceptance of service of the Subpoena. [See Dkt. No. 838.]

6 22. On February 5, 2024, LMI served their *Responses and Objections to the Subpoena*
7 *for Rule 2004 Examination* (the “**Responses and Objections**”), whereby LMI primarily reserved
8 their right to object and/or refuse to produce documents pending the outcome of their objections
9 to several requests pending the hearing on the Motion to Reconsider and any subsequent appeal.

10 23. On February 7, 2024, the Court held a hearing on the Motion to Reconsider.

11 24. On February 12, 2024, the Court denied the Motion to Reconsider. During the oral
12 ruling on the Motion to Reconsider, the Court reiterated that the Requests were relevant and “fair
13 game” noting that the information sought in the Requests is “the mirror image of the claim
14 information” which the Insurers obtained based on their claim that such information was necessary
15 to a productive mediation. [See *Declaration of Betty Luu in Support of LMI’s Motion for Stay*
16 *Pending Appeal of Order Granting the Official Committee of Unsecured Creditors’ Ex Parte*
17 *Application for Federal Rule of Bankruptcy Procedure 2004 Examination of Insurers* [Dkt. No.
18 907-1] (the “**Luu Decl.**”) Ex. A, at 13:2–3, 14:10–18.] The Court further emphasized the
19 importance of exchanging this information to assist in entering mediation with the “optimum
20 amount of information.” [*Id.* at 14:14.]

21 25. On February 14, 2024, the Court entered the Reconsideration Order.

22 26. Following entry of the Reconsideration Order, the Committee requested that LMI
23 revise its Responses and Objections in light of the Court’s ruling. LMI refused.

24 27. On February 28, 2024, LMI filed a *Notice of Appeal and Statement of Election* [Dkt.
25 No. 905] (the “**Appeal**”), and *Motion for Leave to Appeal* [Dkt. No. 906] (the “**Motion for Leave**
26 **to Appeal**”) to be heard in the United States District Court, Northern District of California (the
27 “**District Court**”).
28

28. Following its filing of the Appeal, LMI filed the Stay Motion along with a request to shorten time on a hearing of the Stay Motion requesting the Stay Motion be heard on March 4—which the Court did not grant—the same day LMI’s production in response to the Subpoena must be served pursuant to the 2004 Order.

29. Subsequently, the Committee and LMI stipulated to a hearing date of the Stay Motion of April 26, 2024.

OBJECTION

30. LMI carries the heavy burden of establishing the pre-requisites for a stay pending appeal of the Court's 2004 Order. As set forth below, LMI cannot meet this burden because (i) the Court's well-reasoned decision is not likely to be overturned on appeal, (ii) LMI has not articulated, let alone provided evidence of, any irreparable harm that it would suffer if required to produce documents and information relating to reserves and underwriting, (iii) a stay pending appeal may hinder any global mediation progress, causing undue delay and expense to the Debtor and ultimately to recovery by survivors of sexual abuse, and (iv) public interest seeks a speedy resolution of the Chapter 11 Case which may not be possible—if such resolution involves a global settlement—until after the Appeal (and any subsequent appeals) has been fully litigated.

31. As such, the Stay Motion should be denied.

32. Nonetheless, if the Court is inclined to grant a stay pending the outcome of the Appeal, such stay should be limited to the Requests relating to reserve and underwriting information and only with respect to compliance by LMI.

I. LMI Has Not Met Its Burden for the Extraordinary Remedy of a Stay.

33. A stay pending appeal is an “extraordinary remedy,” *Fountainbleau Las Vegas Holdings, LLC v. Term Lender Steering Grp.*, No. 2:11-cv-00402-RLH-PAL, 2011 U.S. Dist. LEXIS 36802, *7 (D. Nev. Mar. 18, 2011) (citing *Acton v. Fullmer (In re Fullmer)*, 323 B.R. 287, 293 (Bankr. D. Nev. 2005)), “not a matter of right,” *Nken v. Holder*, 556 U.S. 418, 427 (2009) (citation omitted), and “rests within the sound discretion” of this Court. *In re Frantz*, 534 B.R. 378, 386 (Bankr. D. Idaho 2015). “As the Bankruptcy Appellate Panel noted, the power to grant

1 a stay ‘should be sparingly employed and reserved for the exceptional situation.’” *Frantz*, 534
2 B.R. at 386 (quoting *In re Wymer*, 5 B.R. 802, 806 (B.A.P. 9th Cir. 1980)).

3 34. LMI, as the moving party, bears the burden of showing that a stay is warranted. *See*
4 *Clinton v. Jones*, 520 U.S. 681, 708 (1997). LMI must prove that *each* of the following four factors
5 is satisfied for a stay to be granted: “(1) appellant is likely to succeed on the merits of the appeal;
6 (2) appellant will suffer irreparable injury; (3) no substantial harm will come to appellee; and
7 (4) the stay will do no harm to the public interest.” *Fountainbleau*, 2011 U.S. Dist. LEXIS 36802,
8 at *6 (citations omitted). “[A] failure to establish any individual element will preclude the court
9 from granting a stay.” *Id.* at *7.

10 35. Because LMI has not met its burden with respect to the four required factors, the
11 Stay Motion must be denied.

12 **A. LMI Has Not Made A Strong Showing of Likelihood of Success of its Appeal.**

13 36. Because LMI has not shown a likelihood of success on its Appeal—which also
14 requires an order granting LMI leave to pursue the interlocutory Appeal³—the Stay Motion should
15 be denied.

16 37. While courts apply different characterizations of the required showing for
17 likelihood of success on appeal, “the ultimate question for this Court is whether, and to what
18 extent” the moving party has shown a likelihood of success. *Frantz*, 534 B.R. at 386 (citing *Kun*
19 *v. Mansdorf (In re Woodcraft Studios, Inc.)*, No. C-11-3219 EMC, 2012 Dist. LEXIS 5647, at *4
20 (N.D. Cal. Jan 18, 2012) (requiring a strong showing)); *see Dynamic Fin. Corp. v. Kipperman (In*
21 *re N. Plaza, LLC)*, 395 B.R. 113, 121 (S.D. Cal. 2008) (requiring that the “questions going to the
22 merits [are] so serious, substantial, difficult and doubtful as to make them a fair ground for
23 litigation”).

24
25 ³ The Motion for Leave To Appeal should not be granted. For that reason alone, LMI cannot
26 prove a likelihood of success on the Appeal. However, because the Proposed Order seeks a
27 stay pending resolution of the ultimate issues on Appeal, and not the Motion for Leave to
28 Appeal, this brief focuses on LMI’s ultimate likelihood of success on the Appeal rather than
the intermediate steps to get to Appeal. The Committee reserves all rights to object to the
Motion for Leave to Appeal on any and all grounds before this Court or the District Court.

1 38. Such a determination is largely dependent on the standard for review on appeal.
2 *Frantz*, 534 B.R. at 386. Because LMI’s appeal seeks clarity on a question of law (what
3 information may be requested under Federal Rule of Bankruptcy Procedure 2004 (“**Rule 2004**”)),
4 the District Court will review the 2004 Order for abuse of discretion. *See id.* (citations omitted).
5 “A bankruptcy court abuses its discretion if it applies an incorrect legal standard . . . or if its factual
6 findings are illogical, implausible or without support from evidence in the record.” *Id.* (citations
7 omitted). LMI has not shown a likelihood of meeting this burden.

8 39. This Court has entertained argument on the relevancy of the Requests under Rule
9 2004 on at least three occasions and has issued several oral rulings and two orders soundly
10 affirming the relevancy of the Requests, overturning the exact arguments LMI makes in the Stay
11 Motion. Nonetheless, LMI insists on repeating *the same* arguments again, hoping for a different
12 result.

13 40. As the Committee has explained on multiple occasions, the Committee, which has
14 a statutory obligation to investigate the property and financial condition of the Debtor, cannot fully
15 assess the value of the Debtor’s insurance policies—which may be among the most valuable assets
16 of the estate—nor enter mediation armed with the facts without the basic information that it seeks.

17 41. With respect to information relating to reserves, insurers are statutorily required to
18 set reserves that reflect the anticipated value of the claims against the insurers which, in turn,
19 reflect earlier resolution of claims and anticipated future resolutions. The valuation of claims by
20 LMI is extremely relevant to the value of the insurance assets, and the documents relied on by LMI
21 in making those determinations are also relevant to the value of the claims and the insurance and
22 will aid the Committee in its task of valuing the insurance asset.

23 42. Similarly, underwriting files are crucial to valuing an insurance asset. The
24 underwriting files may show whether a policy existed as well as the terms, conditions, and amount
25 of the coverage. In addition, the reinsurance information in the underwriting file may contain
26 further evidence of the terms, limits of liability, and existence of the policies but additionally may
27 assist the Committee in determining whether the insurance is readily collectible.
28

43. The Court agreed with the Committee that this information is directly relevant and necessary for a mediation process—noting that just because other courts may have made a different decision (under different circumstances) is not dispositive—stating:

So I think we need to be sensitive to possibly doing things a little bit differently. And it was my theory that having the insurance companies provide this information was going to help that process and was going to get everybody into the mediation with the optimum amount of information. On the debtor to committee side, that's the claim information produced to the insurers. From the insurers, that is a snapshot of where they are with their evaluations. And in my view, those are simply mirror images of each other.

Luu Decl. Ex. A, at 14:10–18.

44. LMI has only reiterated its prior arguments and has not shown a strong likelihood that the District Court will find that this Court abused its discretion in ordering that reserve and underwriting information must be produced pursuant to Rule 2004. For this reason alone, the Stay Motion should be denied.

B. The Insurers Have Not Established That They Will Suffer Irreparable Injury Absent a Stay.

45. Even if the Court finds a likelihood of success on the merits of any of LMI's arguments, the stay should be denied because LMI cannot establish a likelihood of irreparable harm.

46. An applicant for a stay must demonstrate that irreparable injury is *probable*. *In re Davis*, No. 1:10-bk-17214-VK, 2019 Bankr. LEXIS 3590, *12 (Bankr. C.D. Cal. Nov. 21, 2019) (citation omitted). A mere “possibility of irreparable injury” is not sufficient. *Nken*, 556 U.S. at 434–35. A showing that irreparable harm is probable is a “bedrock requirement” of granting a stay pending appeal; moreover, “even certainty of irreparable harm has never *entitled* one to a stay.” *Davis*, 2019 Bankr. LEXIS 3590, *12 (emphasis in original) (citation omitted).

47. As an initial matter, “[t]he possibility that an appeal may become moot does not alone constitute irreparable harm for purposes of obtaining a stay.” *Nat’l Union Fire Ins. v. Boy Scouts of Am. & Del. BSA, LLC (In re Boy Scouts of Am. & Del. BSA, LLC)*, No. 20-10343-LSS, 2023 U.S. Dist. LEXIS 63098, at *66 (D. Del. Apr. 11, 2023). Beyond their mootness argument,

1 LMI's argument for irreparable harm is that the Committee and Debtor will have access to
2 "irrelevant information." The fact that the Committee and Debtor will have access to information
3 that *LMI* believes is irrelevant to an understanding of the Debtors' insurance assets or to mediation
4 is both (i) contrary to the Court's ruling regarding relevancy and (ii) does not, on its own, indicate
5 any harm to LMI, let alone irreparable harm. Indeed, if the information is irrelevant, then LMI,
6 by definition, cannot be harmed: the information will have no bearing on this Chapter 11 Case.

7 48. Further, any concerns LMI may have about confidential or proprietary information
8 that may be responsive to the Requests, although not articulated by LMI, will not create irreparable
9 harm because such information is protected by the heavily litigated confidentiality order in place
10 in the Chapter 11 Case.

11 49. Thus, LMI has not articulated any harm, let alone irreparable harm that cannot be
12 remedied, and the Stay Motion must therefore be denied.

13 **C. A Stay Would Cause Substantial Harm to Survivors and the Debtor which**
14 **Outweighs the Potential Harm to the Insurers.**

15 50. "Once an applicant satisfies the first two factors, the traditional stay inquiry calls
16 for assessing the harm to the opposing party and weighing the public interest." *Nken*, 556 U.S. at
17 435.

18 51. Where, as here, LMI has failed to satisfy the first two factors, this Court "need not
19 dwell on the final two factors—harm to the opposing party and the public interest." *Lado v. Wolf*,
20 952 F.3d 999, 1014 (9th Cir. 2020) (internal quotations and citations omitted).

21 52. All parties involved, and especially the Debtor and the Committee, have substantial
22 interest in the timely and efficient resolution of this case. *See In re Smith-Douglass, Inc.*, 856 F.2d
23 12, 15 (4th Cir. 1988) ("The overriding purpose of the [Bankruptcy] Code is the expeditious and
24 equitable distribution of the assets of the debtor's estate."); *Nat'l Union Fire Ins. v. Boy Scouts of*
25 *Am. & Del. BSA, LLC (In re Boy Scouts of Am. & Del. BSA, LLC)*, No. 22-1237-RGA, 2023 U.S.
26 Dist. LEXIS 178016, *32 (D. Del. Oct. 3, 2023) ("With respect to . . . abuse claimants, Courts
27 recognize that a delay in distributions is a tangible and substantial harm."). Expeditious resolution
28 of this Chapter 11 Case will allow the Debtor to move forward with its mission and survivors of

1 childhood sexual abuse to receive appropriate compensation for their injuries, for which they have
2 already waited decades. A delay in any insurer complying with discovery obligations will have a
3 significant impact on the efficient and expeditious resolution of this Chapter 11 Case (if the
4 Chapter 11 Case has any potential for consensual resolution).

5 53. LMI has presented *no* evidence of the absence of harm on the parties to the Chapter
6 11 Case, and particularly the survivors, essentially arguing that the survivors can continue to wait
7 for a resolution and compensation for which they have already waited decades, and the Debtor can
8 continue to linger in bankruptcy—paying the fees and expenses associated with the same—until
9 LMI is satisfied that it must produce the information it was ordered to turnover. Without such
10 evidence showing the lack of harm on the non-moving parties, LMI has not met its burden with
11 respect to this element. *See In re W.R. Grace & Co.*, 475 B.R. 34, 127 (D. Del. 2012); *NLRB v.*
12 *710 Lone Ridge Rd. Operating Co. II, LLC*, No. 14-1725 (CCC), 2014 U.S. Dist. LEXIS 37809,
13 *7 (D.N.J. Mar. 21, 2014) (“[T]he [stay movant] bears the burden of establishing the *absence* of
14 harm to non-movants, rather than [non-movants] bearing the burden of establishing its existence.”
15 (emphasis in original)).

16 54. Thus, this substantial harm outweighs any risk of harm, irreparable or otherwise,
17 that LMI claims it might face.

18 **D. The Public Interest Weighs Against Imposition of a Stay.**

19 55. The burden is on LMI to show that a stay is in the public interest. *See Clinton*, 520
20 U.S. at 708–09. First, LMI’s inability to meet its burden on the first three factors demonstrates
21 that the public has no interest in a stay. And further, the public has a strong interest in the resolution
22 of this Chapter 11 Case. *See, e.g., N.J. Dep’t of Env’t Protection v. W.R. Grace & Co. (In re W.R.*
23 *Grace & Co.)*, 412 B.R. 657, 666 (D. Del. 2009) (noting that “timely resolution of the bankruptcy
24 estate is . . . in the public interest” and “[a]ctions that needlessly delay a fair settlement agreement
25 deprive claimants of their proceeds while preventing the debtor from completing its
26 reorganization,” which “does not benefit the public interest”).

27 56. The public also has a clear interest in ensuring just compensation for survivors of
28 childhood sexual abuse, as shown by California’s statute of limitations reform and that of other

1 states. Underlying that policy is California courts' and the state legislature's recognition of the
2 compelling state interest in preventing childhood sexual abuse. *In re The Clergy Cases I*, 188
3 Cal.App.4th 1224, 1236 (2010) ("[A]ll citizens have a compelling interest in knowing if a
4 prominent and powerful institution has cloaked in secrecy decades of sexual abuse . . ."); *Osborne*
5 *v. Ohio*, 495 U.S. 103, 109 (1990) ("It is evident beyond the need for elaboration that a State's
6 interest in safeguarding the physical and psychological well-being of a minor is compelling."
7 (internal quotation marks and citation omitted)). These strong public interests also weigh against
8 imposition of a stay pending appeal.

9 57. In sum, all four factors weigh against imposition of a stay pending appeal, and the
10 Stay Motion should be denied.

11 **II. LMI's Proposed Order Is Overbroad and Should Be Limited to Production of**
12 **Reserve and Underwriting Information.**

13 58. While LMI's Motion for Leave to Appeal notes the question on Appeal relates only
14 to reserve and underwriting information, and the Stay Motion is directed only at three Requests,
15 the relief requested by LMI in its proposed order is not so limited.

16 59. The Proposed Order attached to the Stay Motion seeks a stay generally of the 2004
17 Order, which necessarily includes (i) deadlines and obligations of Insurers other than LMI and
18 (ii) Requests other than those relating to reserves and underwriting information.

19 60. If the Court is inclined to grant the Stay Motion, the Committee respectfully
20 requests that any stay be limited to (i) LMI and (ii) the specific Requests relating to reserves and
21 underwriting information and that LMI be required to comply with the remaining requests in the
22 Subpoena.

23 For the foregoing reasons, the Committee requests that this Court (i) deny the Stay Motion
24 and require LMI to produce documents responsive to the Requests pursuant to the 2004 Order or,
25 alternatively, limit any stay of the 2004 Order to compliance by LMI with respect to reserve and
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1 underwriting information, and (ii) order LMI to reimburse the Debtor's estate the costs associated
2 with objecting to the Motion.

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4 Dated: April 11, 2024

LOWENSTEIN SANDLER LLP
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By: /s/ Gabrielle L. Albert

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