

Alison V. Lippa (SBN: 160807)
 alippa@nicolaidesllp.com
 NICOLAIDES FINK THORPE
 MICHAELIDES SULLIVAN LLP
 101 Montgomery Street, Suite 2300
 San Francisco, CA 94104
 Telephone: (415) 745-3770
 Facsimile: (415) 745-3771

Amy P. Klie (*Pro Hac Vice Pending*)
 aklie@nicolaidesllp.com
 NICOLAIDES FINK THORPE
 MICHAELIDES SULLIVAN LLP
 10 S. Wacker Dr., Suite 2100
 Chicago, Illinois 60606
 Telephone: (312) 585-1400

*Attorneys for AMERICAN
 HOME ASSURANCE CO.*

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

In re:

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

 Debtor.

Bankruptcy Case No.: 23-40523 WJL

Hon. William J. Lafferty

Chapter 11

**AMERICAN HOME ASSURANCE
 COMPANY'S OPPOSITION TO THE
 OFFICIAL COMMITTEE OF
 UNSECURED CREDITORS' MOTION
 TO ENFORCE THE RULE 2004 ORDER
 AND COMPEL COMPLIANCE WITH
 SUBPOENAS**

Date: April 26, 2024

Time: 10:00 a.m.

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



COMES NOW, American Home Assurance Company (“American Home”), by and through its undersigned counsel of record, hereby provides the following Memorandum of Points and Authorities in response (“Opposition”) to the Official Committee of Unsecured Creditors’ (“Committee”) Motion to Enforce the Rule 2004 Order and Compel Compliance with Subpoenas (“motion”) (ECF 996).

I. INTRODUCTION

The Committee’s motion seeking to compel American Home’s production of documents in response to the Rule 2004 subpoena (“Subpoena”) contains substantial misrepresentations regarding American Home’s response to the Subpoena, is procedurally flawed and fails to comply with the applicable local rules or the Federal Rules of Civil Procedure. The primary reason the motion must be denied is that American Home has pending a motion to quash the Subpoena (“Motion to Quash”) which is scheduled for hearing before this Court at the same time as the present motion. Pursuant to authority in this jurisdiction, the Motion to Quash constitutes American Home’s objections to the Subpoena and American Home is not obligated to respond to the Subpoena until the Motion to Quash is decided. Therefore, the Committee’s motion is premature as the Court has not yet decided the Motion to Quash.

The motion is also improper and should be denied where the Committee failed to abide by this Court’s local rules and requirements. The Committee failed to meet and confer with American Home prior to filing this motion, even refusing to directly speak with American Home after the Committee was notified about the Motion to Quash. The Committee also violated Civil Local Rule 37-2 which requires that a motion to compel set forth each request in full, followed immediately by the objections and/or responses.

Finally, the Committee misrepresents American Home’s response to the Subpoena, failing to mention American Home’s March 4, 2024 correspondence in which it detailed its good faith search for documents relating to certain undisputed categories of document requests.

For these reasons, the motion should be denied in its entirety as improper and premature until the American Home’s Motion to Quash is decided, and unless and until the Committee

1 abides by the requirements of this Court’s Local Rules which contain a strict requirement that the
2 parties meet and confer prior to filing any discovery motions.

3 **II. BACKGROUND**

4 **A. Procedural Status**

5 On May 8, 2023, the Debtor the Roman Catholic Bishop of Oakland (“RCBO” or
6 “Debtor”) filed a voluntary chapter 11 petition for relief under Title 11 of the Bankruptcy Code
7 (“Bankruptcy Case”). The primary purpose of the Bankruptcy Case is to address hundreds of
8 claims alleging sexual abuse lawsuits brought pursuant to AB 218 of the California Child Victims
9 Act (“Underlying Lawsuits”).

10 In June 2023, the Debtor commenced the adversary proceeding *The Roman Catholic*
11 *Bishop of Oakland v. Pacific Indem. et al.*, Case No. 23-04028 (“Coverage Action No. 23-04028”)
12 against multiple insurers identified as having issued primary, umbrella, or excess liability
13 insurance between the 1960s and 1980s, under which RCBO asserts a right to defense and
14 indemnity for the Underlying Lawsuits (“Coverage Action No. 23-04028”). In August 2023, the
15 Debtor filed a separate adversary proceeding—Case No. 23-04037—against American Home
16 (“American Home Coverage Action”), asserting claims for declaratory relief and breach of
17 contract with respect to coverage for the Underlying Lawsuits under excess liability policy no.
18 CE 35-60094, issued by American Home for the policy period October 26, 1971 to October 26,
19 1974 (“AHAC Excess Policy”). The Committee moved to intervene in Coverage Action No. 23-
20 04028, but has not sought to intervene in the American Home Coverage Action, and only the
21 Debtor has standing to pursue its claims for insurance.

22 **B. The Committee Sought a Rule 2004 Examination of Insurers**

23 On October 5, 2023, the Committee filed an Ex Parte Application for Federal Rule of
24 Bankruptcy Procedure 2004 Examination of Insurers (“Application”) [Dkt. No. 502], seeking to
25 obtain various documents from the insurers in Coverage Case No. 23-04028 and American Home
26 (collectively, the “Insurers”). In support, the Committee asserted: “[I]f and when the Debtor
27 elects to include the Insurers in such discussions when that process ultimately commences, they
28

1 must be willing to share information about their assets, obligations, and ability to pay out on
2 account of the Insurance Policies issued to the Debtor and/or its affiliates.” (*Id.*) At the time the
3 Application was filed, the Committee’s proposed subpoenas to the Insurers included a total of 36
4 document demands on various topics relating to both the Underlying Lawsuits as well as any
5 other sexual abuse claims against the Diocese. [Dkt. No. 502-2].

6 On November 1, 2023, the Insurers, including American Home, objected to the
7 Application, arguing that the discovery sought exceeded the limits of what is permissible under
8 Rule 2004. [Dkt. No. 571]

9 At a November 14, 2023 hearing, the Bankruptcy Court orally granted the Application
10 with respect to a limited subset of the Committee’s prior requests as related to the Underlying
11 Lawsuits, specifically: current claims files, reserve working papers, reserves information, and
12 underwriting. In particular, the Bankruptcy Court advised: “I’m inclined to entertain the request
13 with respect to the current claims files, the reserve working papers, and the underwriting
14 information, if any, with respect to these cases.” The Bankruptcy Court further ordered parties
15 to meet and confer on the precise wording of each of those three categories. On December 7,
16 2023, counsel for the parties met and conferred to address the form and order of the subpoena.

17 On January 18, 2024, the Bankruptcy Court granted the Application with respect to a
18 revised version of the subpoena (“Subpoena”), which the Committee subsequently served on
19 American Home. [Dkt. No. 796]. In granting the Application, the Bankruptcy Court preserved
20 the Insurer’s right to object to the Subpoena, including, without limitation: (a) any and all
21 applicable evidentiary privileges and (b) proper scope of discovery. *Id.*

22 **C. The Committee Failed to Meet and Confer With American Home and**
23 **Ignored Its March 4, 2024 Letter Regarding the Subpoena**

24 On March 4, 2024, American Home filed its Motion to Quash the Subpoenas as to certain
25 categories of documents, including the Committee’s demands for reserves information and the
26 “entire” contents of the Claim File which have little, if any, relevance to the Committee’s stated
27 purpose for its Rule 2004 Examination. [Dkt. No. 920]. American Home also moved to quash the
28 Subpoena as to documents that are already in the Committee’s possession. Prior to filing the

1 Motion to Quash, American Home contacted the Committee by telephone per Civil Local Rule
2 37-1 to meet and confer about the grounds for the motion, however, the Committee's
3 representative was unavailable and refused to speak directly by phone and instead insisted that
4 the parties meet and confer by email. (Declaration of Amy P. Klie ("Klie Decl.") ¶ 2, Ex. 1). The
5 parties exchanged emails, but were unable to resolve their differences over email, necessitating
6 American Home's Motion to Quash. (Klie Decl. ¶ 3, Ex. 2).

7 On March 4, 2024, American Home also sent the Committee a letter to advise the
8 Committee that "AHAC's good faith search for documents responsive to Subpoena Request Nos.
9 1, 2, 4, and 6, is ongoing, and reserving American Home's right to supplement its responses to
10 Subpoena Request Nos. 1, 2, 4, and 6 accordingly." (Klie Decl. ¶ 4, Ex. 3). The Committee has
11 not responded to or acknowledged American Home's March 4, 2024 letter. (Klie Decl. ¶ 5).
12 Further, in advance of filing the present motion, the Committee failed to reach out to American
13 Home to discuss the bases for moving to compel production of documents in response to the
14 Subpoena. (Klie Decl. ¶ 6).

15 **III. LEGAL STANDARD**

16 Federal Rule of Civil Procedure 26(b)(1) governs the scope and limits of discovery. Rule
17 26(b)(1) states that "[p]arties may obtain discovery regarding any nonprivileged matter" if the
18 information is both "relevant to any party's claim or defense" and "proportional to the needs of
19 the case." Fed.R.Civ.P. 26(b)(1). Discovery is not limited to admissible information. *Id.* When
20 determining whether discovery is "proportional to the needs of the case," the court examines the
21 information requested in light of six factors: "[1] the importance of the issues at stake in action,
22 [2] the amount in controversy, [3] the parties' relative access to relevant information, [4] the
23 parties' resources, [5] the importance of the discovery in resolving the issues, and [6] whether the
24 burden or expense of the proposed discovery outweighs its likely benefit." *Id.*; *In re Application*
25 *Pursuant 28 U.S.C. § 1782 of Japan Display Inc. v. Tianma Am., Inc.*, No.
26 221MC00374CASMAAX, 2021 WL 5990191, at *14 (C.D. Cal. Oct. 1, 2021) ("*Tianma Am.*").

27 While broad, the scope of discovery under Rule 26 is not unlimited. Rule 26(b)(2)(c) states
28 that the court "must" limit discovery if it determines that "(i) the discovery sought is unreasonably

1 cumulative or duplicative, or can be obtained from some other source that is more convenient,
2 less burdensome, or less expensive; (ii) the party seeking discovery has had ample opportunity to
3 obtain the information by discovery in the action; or (iii) the burden or expense of the proposed
4 discovery outweighs its likely benefit.” *Tianma Am.*, 2021 WL 5990191, at *14.

5 Pursuant to Northern District Local Rule 37–2, a party moving to compel discovery must
6 “detail the basis for the party’s contention that it is entitled to the requested discovery and show
7 how the proportionality and other requirements of Fed.R.Civ.P. 26(b)(2) are satisfied.” *See also*
8 Fed.R.Civ.P. 26(b)(2) (requiring that when determining the appropriateness of discovery requests
9 courts consider whether the discovery is duplicative or overly burdensome and whether the
10 burden and expense of discovery outweighs the benefit). While the party seeking to compel
11 discovery has the burden of establishing that its request satisfies relevancy requirements, the party
12 opposing discovery bears the burden of showing that discovery should not be allowed, and of
13 clarifying, explaining, and supporting its objections with competent evidence. *La. Pac. Corp. v.*
14 *Money Mkt. 1 Inst’l Inv. Dealer*, 285 F.R.D. 481, 485 (N.D. Cal. 2012) (citations omitted); *see*
15 *also Oakes v. Halvorsen Mar. Ltd.*, 179 F.R.D. 281, 283 (C.D. Cal. 1998) (citation omitted);
16 *Lofton v. Verizon Wireless (VAW) LLC*, 308 F.R.D. 276, 280–81 (N.D. Cal. 2015).

17 The court has broad discretion in controlling discovery, *Little v. City of Seattle*, 863 F.2d
18 681, 685 (9th Cir.1988), and ultimately, in determining whether evidence is relevant for discovery
19 purposes. *See Surfivor Media, Inc. v. Survivor Prods.*, 406 F.3d 625, 635 (9th Cir. 2005); *Lofton*
20 *v. Verizon Wireless (VAW) LLC*, 308 F.R.D. 276, 280 (N.D. Cal. 2015). The court may fashion
21 any order which justice requires to protect a party or person from undue burden, oppression, or
22 expense. *United States v. Columbia Board. Sys., Inc.*, 666 F .2d 364, 369 (9th Cir.1982) cert.
23 denied, 457 U.S. 1118 (1982).

24 **IV. ARGUMENT**

25 **A. The Committee Ignores Ninth Circuit Case Law that Suspends Compliance** 26 **with the Subpoena When a Motion to Quash is Pending**

27 The Committee ignores Ninth Circuit case law which holds that the filing of a motion to
28 quash suspends a party’s obligation to respond to a subpoena until after the hearing on the motion

1 to quash. *See Pennwalt Corp. v. Durand-Wayland, Inc.*, 708 F.2d 492, 494 (9th Cir. 1983) (motion
2 to quash “should be construed as the written objection;” moving party “was not obligated to
3 produce the subpoenaed documents, or even to search for them” until subpoenaing party obtained
4 order directing compliance). In *Pennwalt*, the responding party did not serve a separate “written
5 objection” to the subpoena. It did, however, file a motion to quash on the grounds of relevance
6 and confidentiality. That court construed that motion as the “written objection” called for by Rule
7 45. Having objected, the responding party was not obligated to produce the subpoenaed
8 documents, or even to search for them, until the requesting party obtained an order directing
9 compliance. Further, because the requesting party failed to obtain an order directing compliance
10 with its subpoena duces tecum, the responding party’s noncooperation could not be deemed
11 contempt under Rule 45. *Id.*

12 The motion incorrectly represents that American Home failed to respond to the Subpoena.
13 (Motion at paragraph 35). American Home filed its Motion to Quash on March 4, 2024,
14 constituting a response to the Subpoena. [Dkt. No. 920]. The Committee also ignores the fact that
15 on March 4, 2024, the same day as it filed the Motion to Quash, American Home wrote a letter
16 advising the Committee of the status of American Home’s search for various documents and
17 advising that “AHAC’s good faith search for documents responsive to Subpoena Request Nos. 1,
18 2, 4, and 6, is ongoing. AHAC reserves the right to supplement its responses to Subpoena Request
19 Nos. 1, 2, 4, and 6 accordingly.” (See Ex. 3 to Klie Decl.).

20 The hearing on the Motion to Quash is set for April 26, 2024. [Dkt. No. 1026]. American
21 Home is not obligated to respond to the Subpoena while its Motion to Quash is pending and before
22 the Committee has obtained an order directing compliance with the Subpoena. *Pennwalt*, 708
23 F.2d at 494 (motion to quash construed as written objection, and responding party not obligated
24 to respond to subpoena without an order directing compliance). The Court’s January 18, 2024
25 Order granting the Application with respect to a revised version of the Subpoena granted the
26 Committee leave to serve the Subpoena on the insurers, but this Court has yet to consider a motion
27 to compel or order the insurers to comply with the Subpoena. The Committee’s motion is
28 therefore premature.

Further, the Committee's request for sanctions against American Home in the form of fees and costs is improper under Rule 45(d)(1) which does not permit the imposition of sanctions for failure to comply with a subpoena unless the court has previously ordered compliance.

B. The Motion Must Be Denied Because the Committee Failed to Meet and Confer with American Home in Violation of Civil Local Rule 37-1

Bankruptcy Local Rule 2004-1 governing applications for examination of an entity pursuant to Bankruptcy Rule 2004(a) ("Rule 2004") provides that any dispute or relief requested with respect to a Rule 2004 order of examination of an entity "shall be treated as a discovery dispute in accordance with B.L.R. 1001-2(a) which incorporates Civ.L.R. 37-1." Local Rule 37-1 contains a strict meet and confer requirement before the court will entertain a discovery motion:

37-1. Procedures for Resolving Disputes

(a) Conference Between Counsel Required. The Court will not entertain a request or a motion to resolve a disclosure or discovery dispute unless, pursuant to Fed. R. Civ. P. 37, counsel have previously conferred for the purpose of attempting to resolve all disputed issues. If counsel for the moving party seeks to arrange such a conference and opposing counsel refuses or fails to confer, the Judge may impose an appropriate sanction, which may include an order requiring payment of all reasonable expenses, including attorney's fees, caused by the refusal or failure to confer.

In violation of Civil Local Rule 37-1(a), the Committee failed to meet and confer with American Home prior to filing its Motion. The Committee alleges that it "met and conferred, or attempted to meet and confer on multiple occasions" with each of the insurers in advance of the motion. See Certification Pursuant To Federal Rule Of Civil Procedure 37. The motion includes a description of only two meet and confer sessions with other insurers in connection with those other insurers' Preliminary Objection to the Committee's Rule 2004 Motion. (Motion at paragraphs 14 and 23). However, the Motion entirely fails to allege that the Committee made any effort to meet and confer with American Home at any point prior to March 20, 2024 when it filed the Motion.

The reality is that the Committee never reached out in advance to American Home to discuss any aspect of its Motion. (Klie Decl. at ¶ 6). In fact, on March 1, 2024, American Home called the Committee's counsel to discuss its concerns with the Subpoena and American Home's

1 proposed motion to quash. (Klie Decl. at ¶ 2). Rather than meet and confer by telephone or in
2 person as required by the Rules, the Committee's counsel emailed a response indicating that
3 because she was traveling, she preferred to communicate via email. (Klie Decl. at ¶ 2, Ex. 1).
4 American Home then emailed a list of concerns to the Committee's counsel and again offered to
5 discuss the matter by phone. (Klie Decl. at ¶ 2, Ex. 1). However, on March 2, 2024, in violation
6 of Rule 37-1, the Committee responded to American Home's meet and confer email, denying the
7 arguments raised by American Home and ignoring American Home's requests to speak by phone.
8 (Klie Decl. ¶ 3, Ex. 2). Prior to filing the present motion, the Committee failed to contact
9 American Home and made no effort to meet and confer with American Home concerning the
10 bases for the motion. (Klie Decl. ¶ 6).

11 Courts in this district will not grant a motion to compel compliance with discovery
12 requests where there has been little to no effort to meet and confer. In *Clark v. Anna's Linens Co.*,
13 No. C 05-2670 MMC (JL), 2006 WL 8442882, at *2 (N.D. Cal. Aug. 1, 2006), the court denied
14 a motion to compel where a party sent a solitary e-mail message requesting the production of
15 documents before filing a motion to compel. The facts of this case are marginally different than
16 those of *Clark*. American Home filed its Motion to Quash, but attempted in good faith to meet
17 and confer, and sent a letter indicating its good faith effort to comply with the discovery request.
18 The Committee failed to comply with any reasonable interpretation of Local Rule 37's meet and
19 confer requirements. The motion should be denied.

20 Sanctions will not be imposed where it appears that the moving party did not make an
21 adequate attempt to meet and confer within the meaning of the local rules before filing this motion
22 to compel production of documents. *See Soto v. City of Concord*, 162 F.R.D. 603, 623 (N.D. Cal.
23 1995) (sending a letter to the opposing party demanding compliance with a discovery request "is
24 not what this Court regards as an earnest attempt to 'meet and confer' on the issues. Rather, a live
25 exchange of ideas and opinions is required.") The motion should be denied because the
26 Committee has ignored its obligation to meet and confer prior to filing the motion.

27 ///

28 ///

Additionally, Local Rule 37-2 requires that a motion to compel must comply with Civil Local Rule 7, and “must set forth each request in full, followed immediately by the objections and/or responses thereto.” The motion must also “detail the basis for the party’s contention that it is entitled to the requested discovery and must show how the proportionality and other requirements of Fed. R. Civ. P. 26(b)(2) are satisfied.”

Here, the motion should be denied as it also fails to comply with Rule 37-2 because the Committee has not set forth each disputed request in full followed immediately by any of the objections made in American Home's Motion to Quash. (See generally, the motion).

For the foregoing reasons, American Home respectfully requests that this Court deny the Committee's motion to compel and for sanctions. American Home further requests that the Court order the Committee to fully comply with the requirements of the applicable local rules, including but not limited to the requirement that the Committee properly meet and confer with American Home prior to pursuing a discovery motion.

NICOLAIDES FINK THORPE
MICHAELIDES SULLIVAN LLP

By: /s/ Alison V. Lippa
 Amy P. Klie
 Alison V. Lippa
 Attorneys for AMERICAN HOME
 ASSURANCE CO.

1 Alison V. Lipa (SBN: 160807)
alippa@nicolaidesllp.com
2 NICOLAIDES FINK THORPE
3 MICHAELIDES SULLIVAN LLP
101 Montgomery Street, Suite 2300
4 San Francisco, CA 94104
Telephone: (415) 745-3770
5 Facsimile: (415) 745-3771

6 Amy P. Klie (*Pro Hac Vice Pending*)
aklie@nicolaidesllp.com
7 NICOLAIDES FINK THORPE
8 MICHAELIDES SULLIVAN LLP
10 S. Wacker Dr., Suite 2100
9 Chicago, Illinois 60606
Telephone: (312) 585-1400

10
11 *Attorneys for AMERICAN*
HOME ASSURANCE CO.
12

13 **UNITED STATES BANKRUPTCY COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15 **OAKLAND DIVISION**

16 In re:

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

19 Debtor.
20
21
22
23
24
25
26
27
28

Bankruptcy Case No.: 23-40523 WJL

Hon. William J. Lafferty

Chapter 11

**DECLARATION OF AMY P. KLIE IN
SUPPORT OF AMERICAN HOME
ASSURANCE COMPANY'S
OPPOSITION TO THE OFFICIAL
COMMITTEE OF UNSECURED
CREDITORS' MOTION TO ENFORCE
THE RULE 2004 ORDER AND COMPEL
COMPLIANCE WITH SUBPOENAS**

1 I, Amy P. Klie, declare as follows:

2 1. I am a partner at Nicolaides Fink Thorpe Michaelides Sullivan LLP, counsel of
3 record for Nonparty American Home Assurance Company (“American Home”) in the above-
4 captioned matter. I make this declaration in support of American Home’s Opposition to the
5 Official Committee of Unsecured Creditors’ (“Committee”) Motion to Enforce the Rule 2004
6 Order and Compel Compliance with Subpoenas (“motion”) in this case. I have personal
7 knowledge of the matters stated herein and if called as a witness would so testify.

8 2. On March 4, 2024, American Home moved to quash (“Motion to Quash”) the
9 Committee’s subpoena served pursuant to this Court’s January 18, 2024 Order granting the
10 Committee’s Ex Parte Application for Federal Rule of Bankruptcy Procedure 2004 Examination
11 of Insurers (“Subpoena”). On March 1, 2024, prior to filing the Motion to Quash and in
12 compliance with Civil Local Rule 37-1(a), I telephoned Colleen Restel, counsel for the
13 Committee, to meet and confer about the grounds for American Home’s Motion to Quash. Ms.
14 Restel sent me an email in response to my voicemail message, stating “I received your voicemail.
15 I am traveling today, so it would be easier to discuss by email.” On March 1, 2024, I emailed Ms.
16 Restel setting forth the key issues to discuss concerning the Subpoena and requesting that the
17 Committee agree to limit the scope of documents requested from American Home in order to
18 alleviate confidentiality, privilege, and undue burden concerns with the documents requested
19 (“meet and confer email”). Attached as **Exhibit 1** is a true and correct copy of my March 1, 2024
20 email exchange with Ms. Restel.

21 3. On March 2, 2024, Ms. Restel responded to my meet and confer email. Ms.
22 Restel’s response acknowledged that “any documents withheld on [privilege grounds] can be
23 logged in a line-by-line privilege log explaining the basis for the privilege.” However, Ms.
24 Restel’s email indicated that the Committee would not entertain any objections based on
25 confidentiality, disagreed with American Home’s view that grounds exist for viewing the scope
26 of the subpoena differently based on American Home’s status as a higher-layer excess carrier,
27 and did not sufficiently address American Home’s concerns regarding confidentiality and undue
28 burden. Ms. Restel’s email ignored my requests to speak by phone. Attached as **Exhibit 2** is a

1 true and correct copy of Ms. Restel's March 2, 2024 email in response to the meet and confer
2 email.

3 4. On March 4, 2024, I responded by letter to Ms. Restel's March 2, 2024 email,
4 offering to further discuss our concerns by telephone, but noting that American Home and the
5 Committee appeared unable resolve the dispute over the scope of the Subpoena as to American
6 Home, thereby necessitating the filing of a Motion to Quash the Subpoena. Attached as **Exhibit**
7 **3** is a true and correct copy of my March 4, 2023 letter to Ms. Restel.

8 5. To date, I have not received any acknowledgement or response from Ms. Restel
9 or the Committee of my March 4, 2024 letter.

10 6. On March 20, 2024, the Committee filed the present motion, seeking to compel
11 production of documents in response to the Subpoena. No one on behalf of the Committee
12 contacted me or made any effort to meet and confer with me on behalf of American Home prior
13 to filing the motion.

14 I declare under penalty of perjury pursuant to the laws of the State of California and the
15 United States of America that the foregoing is true and correct and that this declaration is executed
16 in Chicago, Illinois on April 12, 2024.

17
18 /s/ Amy P. Klie
19 Amy P. Klie
20
21
22
23
24
25
26
27
28

Exhibit 1

From: Amy P. Klie
Sent: Friday, March 1, 2024 6:47 PM
To: Restel, Colleen M.
Cc: Alison V. Lipka; RCBO; tburns; jbair
Subject: RE: In re Roman Catholic Bishop of Oakland, Case No. 23-40523; Subpoenas to American Home Assurance Company and Lexington Insurance Company

Colleen,

Thanks for your email - I'm sorry to have missed you. We understand that you are traveling today and prefer to communicate via email. As such, pursuant to bankruptcy court and district court local rules, this email serves as American Home's meet and confer in advance of our proposed motion to quash the Committee's Subpoena for Rule 2004 Examination ("Subpoena"). In reaching out today, I was hoping we could speak in an effort to resolve some potential issues we identified with respect to the Subpoena. If it's possible to have a call Monday, we still think it would be a useful step toward possibly resolving issues and avoiding the need for a motion to quash.

As you know, I previously reached out to you with the request that the Committee agree to additional time for American Home's response to the Subpoena. While Committee denied that request, we'd like the opportunity to discuss how American Home may be in a different position than some of the other subpoenaed insurers from Adversary Case No. 23-04028 due to its status as a higher layer excess carrier, among other things. In response to your request, we summarize below the key issues we'd like to discuss concerning the Subpoena.

(1) Regarding the request for claim files, is it the Committee's position that claim files must be produced in their entirety, or will it agree that privileged material may be withheld and logged on a privilege log? In particular, American Home intends to withhold documents that are subject to the attorney-client privilege, the attorney work-product doctrine, settlement and mediation privilege, joint defense, common interest, or any other judicially recognized protection or privilege, and must withhold any information to the extent production may violate any constitutional, statutory or common law privacy interest of American Home or any third party. American Home may also move to quash based on the burden / proportionality of the claim file request.

(2) American Home intends to move to quash the Subpoena on grounds that the two requests for reserves are burdensome / not proportional as to American Home, and potentially seek production of records that are privileged or contain confidential business information or trade secrets. We'd like to discuss whether the Committee may reconsider these requests with respect to American Home.

(3) The request for underwriting, as drafted, potentially encompasses privileged, confidential, and proprietary information. American Home is not currently aware of any documents responsive to this request. To the extent any responsive documents are located, will the Committee agree that an assessment may be made at that time regarding privilege, etc.?

Please let me know if you are available to speak further about these issues.

Regards,

Amy

Amy P. Klie
aklie@nicolaidesllp.com
D: 312.585.1422

From: Restel, Colleen M. <crestel@lowenstein.com>
Sent: Friday, March 1, 2024 12:48 PM

To: Amy P. Klie <aklie@nicolaidesllp.com>

Cc: Alison V. Lippa <alippa@nicolaidesllp.com>; RCBO <RCBO@lowenstein.com>; tburns <tburns@burnsbair.com>; jbair <jbair@burnsbair.com>

Subject: RE: In re Roman Catholic Bishop of Oakland, Case No. 23-40523; Subpoenas to American Home Assurance Company and Lexington Insurance Company

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Amy,

I received your voicemail. I am traveling today, so it would be easier to discuss by email. If you have particular questions, please let us know and we will discuss and respond.

Thank you,

Colleen

Colleen Restel
she, her, hers
Counsel
Lowenstein Sandler LLP

T: (973) 597-6310

M: (973) 768-5161



From: Restel, Colleen M. <crestel@lowenstein.com>

Sent: Wednesday, February 28, 2024 8:18 PM

To: Amy P. Klie <aklie@nicolaidesllp.com>

Cc: Alison V. Lippa <alippa@nicolaidesllp.com>; RCBO <RCBO@lowenstein.com>; tburns <tburns@burnsbair.com>; jbair <jbair@burnsbair.com>

Subject: RE: In re Roman Catholic Bishop of Oakland, Case No. 23-40523; Subpoenas to American Home Assurance Company and Lexington Insurance Company

Amy,

The Committee will not agree to an extension of the March 4 deadline.

Colleen

Colleen Restel
she, her, hers
Counsel
Lowenstein Sandler LLP

T: (973) 597-6310
M: (973) 768-5161



From: Amy P. Klie <aklie@nicolaidesllp.com>
Sent: Wednesday, February 28, 2024 4:11 PM
To: Restel, Colleen M. <crestel@lowenstein.com>
Cc: Alison V. Lippa <alippa@nicolaidesllp.com>; RCBO <RCBO@lowenstein.com>; tburns <tburns@burnsbair.com>; jbair <jbair@burnsbair.com>
Subject: RE: In re Roman Catholic Bishop of Oakland, Case No. 23-40523; Subpoenas to American Home Assurance Company and Lexington Insurance Company

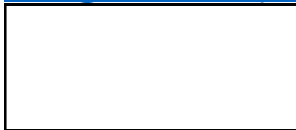
Colleen,

Thank you – we'll consider the Lexington subpoena withdrawn subject to your reservation of rights. Would the Committee consider extending American Home's time to respond until March 21?

Regards,

Amy

Amy P. Klie
aklie@nicolaidesllp.com



10 South Wacker Drive | 21st Floor | Chicago, IL 60606
D: 312.585.1422 | F: 312.585.1401
www.nicolaidesllp.com

This email communication may contain CONFIDENTIAL INFORMATION THAT ALSO MAY BE LEGALLY PRIVILEGED and is intended only for the use of the intended recipients identified above. If you are not the intended recipient of this communication, you are hereby notified that any unauthorized review, use, dissemination, distribution, downloading, or copying of this communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please immediately notify us by reply email, delete the communication and destroy all copies.

From: Restel, Colleen M. <crestel@lowenstein.com>
Sent: Thursday, February 22, 2024 6:19 AM
To: Amy P. Klie <aklie@nicolaidesllp.com>
Cc: Alison V. Lippa <alippa@nicolaidesllp.com>; RCBO <RCBO@lowenstein.com>; tburns <tburns@burnsbair.com>; jbair <jbair@burnsbair.com>
Subject: RE: In re Roman Catholic Bishop of Oakland, Case No. 23-40523; Subpoenas to American Home Assurance Company and Lexington Insurance Company

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Good morning, Amy,

The Committee will withdraw the Subpoena issued to Lexington at this time. However, the Committee reserves the right to seek the documents requested in the Subpoena at a later date based on the Court's order, or to seek production of any other documents.

With respect to American Home Assurance Company, please see the attached Affidavit of Service, showing service of the Subpoena on January 31 on a legal representative of the company.

Thank you,

Colleen

Colleen Restel
she, her, hers
Counsel
Lowenstein Sandler LLP

T: (973) 597-6310

M: (973) 768-5161



From: Amy P. Klie <aklie@nicolaidesllp.com>

Sent: Tuesday, February 20, 2024 4:23 PM

To: Restel, Colleen M. <crestel@lowenstein.com>

Cc: Alison V. Lippa <alippa@nicolaidesllp.com>

Subject: RE: In re Roman Catholic Bishop of Oakland, Case No. 23-40523; Subpoenas to American Home Assurance Company and Lexington Insurance Company

Colleen,

I am still waiting to confirm whether we have approval to accept service of the subpoena, and we have not received word of formal service from our client. In the interim, would you please let us know whether, in light of the Diocese's dismissal of Lexington, which issued an excess policy for the 2007-08 policy period, the Committee would consider withdrawing its subpoena of Lexington?

Regards,

Amy

Amy P. Klie

aklie@nicolaidesllp.com



10 South Wacker Drive | 21st Floor | Chicago, IL 60606
D: 312.585.1422 | F: 312.585.1401

www.nicolaidesllp.com

This email communication may contain CONFIDENTIAL INFORMATION THAT ALSO MAY BE LEGALLY PRIVILEGED and is intended only for the use of the intended recipients identified above. If you are not the intended recipient of this communication, you are hereby notified that any unauthorized review, use, dissemination, distribution, downloading, or copying of this communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please immediately notify us by reply email, delete the communication and destroy all copies.

From: Restel, Colleen M. <crestel@lowenstein.com>

Sent: Friday, January 19, 2024 11:31 AM

To: Alison V. Lippa <alippa@nicolaidesllp.com>; Amy P. Klie <aklie@nicolaidesllp.com>

Cc: RCBO <RCBO@lowenstein.com>; tburns <tburns@burnsbair.com>; jbair <jbair@burnsbair.com>; Gabrielle Albert <galbert@kbkllp.com>; Uetz, Ann Marie <AUetz@foley.com>; Ridley, Eileen R. <ERidley@foley.com>; Lee, Matt <MDLee@foley.com>

Subject: In re Roman Catholic Bishop of Oakland, Case No. 23-40523; Subpoenas to American Home Assurance Company and Lexington Insurance Company

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Counsel,

Pursuant to the *Order Granting the Official Committee of Unsecured Creditors' Ex Parte Application for Federal Rule of Bankruptcy Procedure 2004 Examination of Insurers* [Dkt. 796], entered on January 18, 2024, please find the attached subpoenas.

Please advise whether you will accept service of the subpoenas on behalf of American Home Assurance Company and Lexington Insurance Company. Absent your consent, we will proceed with formal service of the subpoenas on Monday of next week.

Thank you,

Colleen

Colleen Restel
she, her, hers
Counsel
Lowenstein Sandler LLP

T: (973) 597-6310
M: (973) 768-5161



This message contains confidential information, intended only for the person(s) named above, which may also be privileged. Any use, distribution, copying or disclosure by any other person is strictly prohibited. In such case, you should delete this message and kindly notify the sender via reply e-mail. Please advise immediately if you or your employer does not consent to Internet e-mail for messages of this kind.

This message contains confidential information, intended only for the person(s) named above, which may also be privileged. Any use, distribution, copying or disclosure by any other person is strictly prohibited. In such case, you should delete this message and kindly notify the sender via reply e-mail. Please advise immediately if you or your employer does not consent to Internet e-mail for messages of this kind.

This message contains confidential information, intended only for the person(s) named above, which may also be privileged. Any use, distribution, copying or disclosure by any other person is strictly prohibited. In such case, you should delete this message and kindly notify the sender via reply e-mail. Please advise immediately if you or your employer does not consent to Internet e-mail for messages of this kind.

Exhibit 2

From: Restel, Colleen M. <crestel@lowenstein.com>
Sent: Saturday, March 2, 2024 8:08 AM
To: Amy P. Klie
Cc: Alison V. Lipka; RCBO; tburns; jbair
Subject: RE: In re Roman Catholic Bishop of Oakland, Case No. 23-40523; Subpoenas to American Home Assurance Company and Lexington Insurance Company

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Amy,

We disagree that American Home, as an excess carrier, is differently situated from the other insurers. We acknowledge that American Home is an excess insurer, but note that the excess is over approximately \$5 million in key coverage years. Given the magnitude of claims in this case, American Home is therefore fully exposed and should be obligated to respond to discovery in the same way as the other insurers.

We understand your remaining concerns are two-fold: (i) confidentiality and (ii) privilege.

With respect to confidentiality, the Court has entered a confidentiality order which was fully litigated – including by the insurers. Any arguments relating to privacy, business secrets, or any other alleged confidentiality concerns are addressed through the confidentiality order, and are not a basis for withholding the production of documents.

With respect to any allegation of privilege, as was previously discussed with the Court, any documents withheld on that basis can be logged in a line-by-line privilege log explaining the basis for the privilege. The Committee and/or Debtor will then have the opportunity to challenge the asserted privilege if they see fit.

For any Request which American Home asserts no responsive documents exist, the Committee requests a certification explaining the search that was conducted and that no responsive documents were located.

Thank you,

Colleen

Colleen Restel
she, her, hers
Counsel
Lowenstein Sandler LLP

T: (973) 597-6310
M: (973) 768-5161



From: Amy P. Klie <aklie@nicolaidesllp.com>

Sent: Friday, March 1, 2024 9:47 PM

To: Restel, Colleen M. <crestel@lowenstein.com>

Cc: Alison V. Lippa <alippa@nicolaidesllp.com>; RCBO <RCBO@lowenstein.com>; tburns <tburns@burnsbair.com>; jbair <jbair@burnsbair.com>

Subject: RE: In re Roman Catholic Bishop of Oakland, Case No. 23-40523; Subpoenas to American Home Assurance Company and Lexington Insurance Company

Colleen,

Thanks for your email - I'm sorry to have missed you. We understand that you are traveling today and prefer to communicate via email. As such, pursuant to bankruptcy court and district court local rules, this email serves as American Home's meet and confer in advance of our proposed motion to quash the Committee's Subpoena for Rule 2004 Examination ("Subpoena"). In reaching out today, I was hoping we could speak in an effort to resolve some potential issues we identified with respect to the Subpoena. If it's possible to have a call Monday, we still think it would be a useful step toward possibly resolving issues and avoiding the need for a motion to quash.

As you know, I previously reached out to you with the request that the Committee agree to additional time for American Home's response to the Subpoena. While Committee denied that request, we'd like the opportunity to discuss how American Home may be in a different position than some of the other subpoenaed insurers from Adversary Case No. 23-04028 due to its status as a higher layer excess carrier, among other things. In response to your request, we summarize below the key issues we'd like to discuss concerning the Subpoena.

(1) Regarding the request for claim files, is it the Committee's position that claim files must be produced in their entirety, or will it agree that privileged material may be withheld and logged on a privilege log? In particular, American Home intends to withhold documents that are subject to the attorney-client privilege, the attorney work-product doctrine, settlement and mediation privilege, joint defense, common interest, or any other judicially recognized protection or privilege, and must withhold any information to the extent production may violate any constitutional, statutory or common law privacy interest of American Home or any third party. American Home may also move to quash based on the burden / proportionality of the claim file request.

(2) American Home intends to move to quash the Subpoena on grounds that the two requests for reserves are burdensome / not proportional as to American Home, and potentially seek production of records that are privileged or contain confidential business information or trade secrets. We'd like to discuss whether the Committee may reconsider these requests with respect to American Home.

(3) The request for underwriting, as drafted, potentially encompasses privileged, confidential, and proprietary information. American Home is not currently aware of any documents responsive to this request. To the extent any responsive documents are located, will the Committee agree that an assessment may be made at that time regarding privilege, etc.?

Please let me know if you are available to speak further about these issues.

Regards,

Amy

Amy P. Klie
aklie@nicolaidesllp.com



10 South Wacker Drive | 21st Floor | Chicago, IL 60606

D: 312.585.1422 | F: 312.585.1401

www.nicolaidesllp.com

This email communication may contain CONFIDENTIAL INFORMATION THAT ALSO MAY BE LEGALLY PRIVILEGED and is intended only for the use of the intended recipients identified above. If you are not the intended recipient of this communication, you are hereby notified that any unauthorized review, use, dissemination, distribution, downloading, or copying of this communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please immediately notify us by reply email, delete the communication and destroy all copies.

From: Restel, Colleen M. <crestel@lowenstein.com>

Sent: Friday, March 1, 2024 12:48 PM

To: Amy P. Klie <aklie@nicolaidesllp.com>

Cc: Alison V. Lippa <alippa@nicolaidesllp.com>; RCBO <RCBO@lowenstein.com>; tburns <tburns@burnsbair.com>; jbair <jbair@burnsbair.com>

Subject: RE: In re Roman Catholic Bishop of Oakland, Case No. 23-40523; Subpoenas to American Home Assurance Company and Lexington Insurance Company

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Amy,

I received your voicemail. I am traveling today, so it would be easier to discuss by email. If you have particular questions, please let us know and we will discuss and respond.

Thank you,

Colleen

Colleen Restel
she, her, hers
Counsel
Lowenstein Sandler LLP

T: (973) 597-6310

M: (973) 768-5161



From: Restel, Colleen M. <crestel@lowenstein.com>

Sent: Wednesday, February 28, 2024 8:18 PM

To: Amy P. Klie <aklie@nicolaidesllp.com>

Cc: Alison V. Lippa <alippa@nicolaidesllp.com>; RCBO <RCBO@lowenstein.com>; tburns <tburns@burnsbair.com>; jbair <jbair@burnsbair.com>

Subject: RE: In re Roman Catholic Bishop of Oakland, Case No. 23-40523; Subpoenas to American Home Assurance Company and Lexington Insurance Company

Amy,

The Committee will not agree to an extension of the March 4 deadline.

Colleen

Colleen Restel
she, her, hers
Counsel
Lowenstein Sandler LLP

T: (973) 597-6310

M: (973) 768-5161



From: Amy P. Klie <aklie@nicolaidesllp.com>
Sent: Wednesday, February 28, 2024 4:11 PM
To: Restel, Colleen M. <crestel@lowenstein.com>
Cc: Alison V. Lippa <alippa@nicolaidesllp.com>; RCBO <RCBO@lowenstein.com>; tburns <tburns@burnsbair.com>; jbair <jbair@burnsbair.com>
Subject: RE: In re Roman Catholic Bishop of Oakland, Case No. 23-40523; Subpoenas to American Home Assurance Company and Lexington Insurance Company

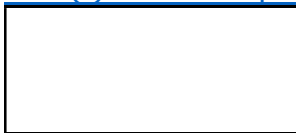
Colleen,

Thank you – we’ll consider the Lexington subpoena withdrawn subject to your reservation of rights. Would the Committee consider extending American Home’s time to respond until March 21?

Regards,

Amy

Amy P. Klie
aklie@nicolaidesllp.com



10 South Wacker Drive | 21st Floor | Chicago, IL 60606

D: 312.585.1422 | F: 312.585.1401

www.nicolaidesllp.com

This email communication may contain CONFIDENTIAL INFORMATION THAT ALSO MAY BE LEGALLY PRIVILEGED and is intended only for the use of the intended recipients identified above. If you are not the intended recipient of this communication, you are hereby notified that any unauthorized review, use, dissemination, distribution, downloading, or copying of this communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please immediately notify us by reply email, delete the communication and destroy all copies.

From: Restel, Colleen M. <crestel@lowenstein.com>
Sent: Thursday, February 22, 2024 6:19 AM
To: Amy P. Klie <aklie@nicolaidesllp.com>

Cc: Alison V. Lippa <alippa@nicolaidesllp.com>; RCBO <RCBO@lowenstein.com>; tburns <tburns@burnsbair.com>; jbair <jbair@burnsbair.com>

Subject: RE: In re Roman Catholic Bishop of Oakland, Case No. 23-40523; Subpoenas to American Home Assurance Company and Lexington Insurance Company

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Good morning, Amy,

The Committee will withdraw the Subpoena issued to Lexington at this time. However, the Committee reserves the right to seek the documents requested in the Subpoena at a later date based on the Court's order, or to seek production of any other documents.

With respect to American Home Assurance Company, please see the attached Affidavit of Service, showing service of the Subpoena on January 31 on a legal representative of the company.

Thank you,

Colleen

Colleen Restel
she, her, hers
Counsel
Lowenstein Sandler LLP

T: (973) 597-6310
M: (973) 768-5161



From: Amy P. Klie <aklie@nicolaidesllp.com>

Sent: Tuesday, February 20, 2024 4:23 PM

To: Restel, Colleen M. <crestel@lowenstein.com>

Cc: Alison V. Lippa <alippa@nicolaidesllp.com>

Subject: RE: In re Roman Catholic Bishop of Oakland, Case No. 23-40523; Subpoenas to American Home Assurance Company and Lexington Insurance Company

Colleen,

I am still waiting to confirm whether we have approval to accept service of the subpoena, and we have not received word of formal service from our client. In the interim, would you please let us know whether, in light of the Diocese's dismissal of Lexington, which issued an excess policy for the 2007-08 policy period, the Committee would consider withdrawing its subpoena of Lexington?

Regards,

Amy

Amy P. Klie

aklie@nicolaidesllp.com



10 South Wacker Drive | 21st Floor | Chicago, IL 60606

D: 312.585.1422 | F: 312.585.1401

www.nicolaidesllp.com

This email communication may contain CONFIDENTIAL INFORMATION THAT ALSO MAY BE LEGALLY PRIVILEGED and is intended only for the use of the intended recipients identified above. If you are not the intended recipient of this communication, you are hereby notified that any unauthorized review, use, dissemination, distribution, downloading, or copying of this communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please immediately notify us by reply email, delete the communication and destroy all copies.

From: Restel, Colleen M. <crestel@lowenstein.com>

Sent: Friday, January 19, 2024 11:31 AM

To: Alison V. Lippa <alippa@nicolaidesllp.com>; Amy P. Klie <aklie@nicolaidesllp.com>

Cc: RCBO <RCBO@lowenstein.com>; tburns <tburns@burnsbair.com>; jbair <jbair@burnsbair.com>; Gabrielle Albert <galbert@kbkllp.com>; Uetz, Ann Marie <AUetz@foley.com>; Ridley, Eileen R. <ERidley@foley.com>; Lee, Matt <MDLee@foley.com>

Subject: In re Roman Catholic Bishop of Oakland, Case No. 23-40523; Subpoenas to American Home Assurance Company and Lexington Insurance Company

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Counsel,

Pursuant to the *Order Granting the Official Committee of Unsecured Creditors' Ex Parte Application for Federal Rule of Bankruptcy Procedure 2004 Examination of Insurers* [Dkt. 796], entered on January 18, 2024, please find the attached subpoenas.

Please advise whether you will accept service of the subpoenas on behalf of American Home Assurance Company and Lexington Insurance Company. Absent your consent, we will proceed with formal service of the subpoenas on Monday of next week.

Thank you,

Colleen

Colleen Restel

she, her, hers

Counsel

Lowenstein Sandler LLP

T: (973) 597-6310

M: (973) 768-5161



**Lowenstein
Sandler**

This message contains confidential information, intended only for the person(s) named above, which may also be privileged. Any use, distribution, copying or disclosure by any other person is strictly prohibited. In such case, you should delete this message and kindly notify the sender via reply e-mail. Please advise immediately if you or your employer does not consent to Internet e-mail for messages of this kind.

This message contains confidential information, intended only for the person(s) named above, which may also be privileged. Any use, distribution, copying or disclosure by any other person is strictly prohibited. In such case, you should delete this message and kindly notify the sender via reply e-mail. Please advise immediately if you or your employer does not consent to Internet e-mail for messages of this kind.

This message contains confidential information, intended only for the person(s) named above, which may also be privileged. Any use, distribution, copying or disclosure by any other person is strictly prohibited. In such case, you should delete this message and kindly notify the sender via reply e-mail. Please advise immediately if you or your employer does not consent to Internet e-mail for messages of this kind.

This message contains confidential information, intended only for the person(s) named above, which may also be privileged. Any use, distribution, copying or disclosure by any other person is strictly prohibited. In such case, you should delete this message and kindly notify the sender via reply e-mail. Please advise immediately if you or your employer does not consent to Internet e-mail for messages of this kind.

Exhibit 3

March 4, 2024

VIA EMAIL

Jeffrey D. Prol
Michael A. Kaplan
Coleen Restle
Lowenstein Sandler
One Lowenstein Drive
Roseland, NJ 07068

**Re: *In re The Roman Catholic Bishop of Oakland*, Case No. 23-40523-WJL Committee's
Subpoena for Rule 2004 Examination**

Counsel:

As you know, this Firm represents American Home Assurance Company ("AHAC"), one of the insurers identified by the Roman Catholic Bishop of Oakland ("RCBO") as having issued a policy or policies of insurance under which RCBO asserts a right to coverage in connection with the lawsuits brought against it pursuant to AB 218 of the California Child Victims Act ("Underlying Lawsuits"). This letter is written in connection with the Official Committee of Unsecured Creditors' Subpoena for Rule 2004 Bankruptcy Subpoena ("Subpoena").

In particular, we write to advise you that AHAC's good faith search for documents responsive to Subpoena Request Nos. 1, 2, 4, and 6, is ongoing. AHAC reserves the right to supplement its responses to Subpoena Request Nos. 1, 2, 4, and 6 accordingly.¹

In a March 2, 2023 email pertaining to the Subpoena, the Committee acknowledged that documents for which AHAC asserts a privilege, including documents subject to the attorney-client privilege, the attorney work-product doctrine, settlement and mediation privilege, joint defense, common interest, or any other judicially recognized protection or privilege, or any information for which

¹ For reference, Request No. 1 seeks Copies of all Your Insurance Policies issued to, or insuring, RCBO, including any endorsements or attachments to those policies; Request No. 2 seeks All Secondary Evidence of Your Insurance Policies issued to, or insuring, RCBO, but only with respect to any of Your Insurance Policies that are missing or incomplete; Request No. 4 seeks Documents sufficient to show any exhaustion, erosion, or impairment of the limits of liability of each of Your Insurance Policies, such as loss runs, loss history reports, and/or claims reports; Request No. 6 seeks All Underwriting Files Relating to Your Insurance Policies concerning any Abuse Claims tendered by or on behalf of RCBO to You.

March 4, 2024

Page 2 of 2

production may violate any constitutional, statutory or common law privacy interest of American Home or any third party, may be withheld and logged in a privilege log. AHAC reserves all rights with respect to the classification of any documents that may be responsive to any of the Subpoena requests, including Subpoena Request Nos. 1, 2, 4, and 6.

In addition to the forgoing, we note that previously reached to the Committee in an effort confer regarding the Committee's other requests. Since it does not appear that the parties are currently able to resolve AHAC's issues, AHAC is moving forward with a motion to quash or modify the subpoena. We do, however, remain open to further discussion with the Committee to the extent the Committee believes that such discussions would be fruitful.

Very truly yours,

A handwritten signature in black ink, appearing to read "Amy P. Klie". The signature is fluid and cursive, with the first name "Amy" being the most prominent.

Amy P. Klie