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*Attorneys for Certain Underwriters at Lloyd's,  
 London, subscribing severally and not jointly to  
 Slip Nos. CU 1001 and K 66034 issued to the  
 Roman Catholic Archbishop of San Francisco,  
 and Nos. K 78138 and CU 3061 issued to the  
 Roman Catholic Bishop of Oakland*

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

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

**DECLARATION OF BRADLEY E.  
 PUKLIN IN SUPPORT OF CERTAIN  
 UNDERWRITERS AT LLOYD'S,  
 LONDON, SUBSCRIBING SEVERALLY  
 AND NOT JOINTLY TO SLIP NOS. CU  
 1001 AND K 66034 ISSUED TO THE  
 ROMAN CATHOLIC ARCHBISHOP OF  
 SAN FRANCISCO, AND NOS. K 78138  
 AND CU 3061 ISSUED TO THE ROMAN  
 CATHOLIC BISHOP OF OAKLAND'S  
 RESPONSE TO THE OFFICIAL  
 COMMITTEE OF UNSECURED  
 CREDITORS' MOTION TO ENFORCE  
 THE RULE 2004 ORDER AND COMPEL  
 COMPLIANCE WITH SANCTIONS**

**DECLARATION OF BRADLEY E. PUKLIN**

I, Bradley E. Puklin, pursuant to 28 U.S.C. § 1746(e), under penalty of perjury, hereby declare as follows:

1. I am an attorney at the firm Clyde & Co US LLP, attorneys for Certain Underwriters at Lloyd's, London, subscribing severally and not jointly to Slip Nos. CU 1001 and K 66034 issued to the Roman Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 issued to the Roman Catholic Bishop of Oakland (collectively, "Underwriters"). I am a member of good standing of the Bar of the State of Illinois, and am admitted to practice in this case *pro hac vice*. Dkt. 598.

2. I have personal knowledge of the facts contained in this declaration, which I submit in support of Underwriters' Response to the Motion to Enforce and Compel the Rule 2004 Order ("Motion to Compel") filed by Official Committee of Unsecured Creditors (the "Committee").

3. A true and accurate copy of the correspondence sent by counsel for Underwriters dated August 10, 2023 is attached hereto as **Exhibit 1**.

4. A true and accurate copy of the subpoena served by the Committee is attached hereto as **Exhibit 2**.

5. Counsel for LMI accepted service of the subpoena on January 22, 2024.

6. A true and accurate copy of Underwriters' Responses and Objections to the Committee's subpoena is attached hereto as **Exhibit 3**.

7. A true and accurate copy of counsel for the Committee's correspondence dated February 14, 2024 is attached hereto as **Exhibit 4**.

8. A true and accurate copy of counsel for Underwriters' correspondence dated February 20, 2024 is attached hereto as **Exhibit 5**.

1           9.       A true and accurate copy of counsel for the Committee's email correspondence of  
2 February 21, 2024 is attached hereto as **Exhibit 6**.

3           10.      A true and accurate copy of counsel for Underwriters' correspondence dated March 4,  
4 2024, is attached hereto as **Exhibit 7**.

5  
6           I declare under penalty of perjury that the foregoing is true and correct and to the best of my  
7 knowledge and belief.

8  
9           Dated: April 12, 2024

By /s/ Bradley E. Puklin  
Bradley E. Puklin (*pro hac vice*)  
Clyde & Co US LLP  
30 S Wacker Drive, Suite 2600  
Chicago, IL 60606  
Telephone: (312) 635-7000  
Bradley.Puklin@clydeco.us

13           Attorney for *Certain Underwriters at Lloyd's,*  
14 *London, subscribing severally and not jointly*  
15 *to Slip Nos. CU 1001 and K 66034 issued to*  
16 *the Roman Catholic Archbishop of San*  
17 *Francisco, and Nos. K 78138 and CU 3061*  
18 *issued to the Roman Catholic Bishop of*  
19 *Oakland*

August 10, 2023

**VIA E-MAIL**

Ms. Eileen R. Ridley  
Mr. Thomas F. Carlucci  
Foley & Lardner LLP  
555 California Street, Suite 1700  
San Francisco, CA 94104-1520  
eridley@foley.com  
tcarlucci@foley.com

Re: Assured: Roman Catholic Bishop of Oakland  
In re: Roman Catholic Bishop of Oakland, Ch. 11 Case No. 23-40523, U.S. Bankruptcy Court,  
N. D. California, Oakland Division  
Adv. Proc.: Roman Catholic Bishop of Oakland v. Pacific Indemnity, et al., Case No.: 23-040208  
Alleged Policy Nos.: (a) CU 1001; (b) K 60034 ; (c) K 78138 ; and, (d) CU 3061  
Alleged Policy Periods: (a) and (b) March 12, 1962 to October 25, 1963; (c) and (d) October 25, 1963 to  
October 25, 1966  
Clyde & Co Ref.: 54596-10608785

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Dear Ms. Ridley and Mr. Carlucci:

Your client, the Roman Catholic Bishop of Oakland, filed for Chapter 11 bankruptcy protection and also filed an Adversary Proceeding against its insurers. The caption of the First Amended Complaint for Breach of Contract and Declaratory Judgment Relief filed in the Adversary Proceeding, Case No. 23-04028. Doc. #2, Filed 06/26/26 (hereafter “Complaint”) names “Certain Underwriters at Lloyd’s of London Subscribing to Syndicates 2623 (AFB) and 623 (AFB).” The body of the Complaint, in paragraph 13, alleges in relevant part:

CERTAIN UNDERWRITERS AT LLOYD’S OF LONDON SUBSCRIBING TO SYNDICATES 2623 (AFB) AND 623 (AFB) issued written excess policies of insurance to RCBO under Policy No. CU 1001 for the period March 12, 1962 to October 25, 1963 and Policy No. K 78138 for the period October 25, 1963 to October 25, 1966 (herein “LLOYD’S UNDERWRITERS”)

Paragraph 20 alleges in relevant part:

LLOYD’S UNDERWRITERS issued written umbrella policies of insurance to RCBO under Policy No. K 66034 for the period March 12, 1962 to October 25, 1963 and Policy No. CU 3061 for the period October 25, 1963 to October 25, 1966 (herein “LLOYD’S UMBRELLA UNDERWRITERS”).

Ms. Eileen R. Ridley  
Mr. Thomas F. Carlucci  
August 10, 2023  
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The undersigned counsel at Clyde & Co represent and have appeared on behalf of Certain Underwriters at Lloyd's, London, subscribing severally and not jointly to Slip Nos. CU 1001, K 66034, Nos. K 78138 and CU 3061 (hereafter "Certain Underwriters at Lloyd's") as coverage counsel. Russell Roten, Jeff Kahane and Nathan Reinhardt at Duane Morris represent and have appeared for Certain Underwriters at Lloyd's as bankruptcy counsel. We and our clients are searching for policy evidence. The undersigned and bankruptcy counsel at Duane Morris anticipate filing additional appearances on behalf of some solvent London Company subscribers to Slip Nos. CU 1001, K 66034, Nos. K 78138 and CU 3061 in the future.

We are writing to introduce ourselves and to ask for all policy evidence you have of Slip Nos. CU 1001, K 66034, Nos. K 78138 and CU 3061.

Next, we do not understand why the caption lists Syndicates 2623 and Syndicate 623, but paragraphs 13 and 20 make allegations against Underwriters at Lloyd's subscribing to Slip Nos. CU 1001, K 66034, Nos. K 78138 and CU 3061. There is no evidence that Syndicates 2623 and 623 subscribed to Slip Nos. CU 1001, K 66034, Nos. K 78138 and CU 3061. Please explain this discrepancy. If there is a misnomer in the caption, or anywhere else in the Complaint, we ask that it be corrected immediately to prevent misunderstandings and to ensure that our clients are correctly named.

Next, Paragraph 31 alleges:

RCBO has tendered through its broker both RCBO's defense and indemnity of the Suits under all applicable insurance policies to the associated Defendants that issued those policies and were not insolvent.

Please be advised that our clients have not received any tenders and have absolutely no information about "the Suits." Please provide the undersigned with copies of all tenders of "the Suits" made to "Certain Underwriters at Lloyd's".

Thank you in advance for your anticipated cooperation. Do not hesitate to contact the undersigned if you have any questions or comments.

Very truly yours,

**CLYDE & CO US LLP**

*/s/ Catalina J. Sugayan*

By: Catalina J. Sugayan

*/s/ Bradley E. Puklin*

By: Bradley E. Puklin

Ms. Eileen R. Ridley  
Mr. Thomas F. Carlucci  
August 10, 2023  
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cc: Mr. Jeffrey R. Blease (jblease@foley.com)  
Ms. Ann Marie Uetz auetz@foley.com  
Mr. Matthew D. Lee mdlee@foley.com  
Mr. Russell Roten (rwroten@duanemorris.com)  
Mr. Jeff Kahane (jkahane@duanemorris.com)  
Mr. Nathan Reinhardt (nreinhardt@duanemorris.com)

# UNITED STATES BANKRUPTCY COURT

Northern District of California

Oakland Division

In re THE ROMAN CATHOLIC BISHOP OF OAKLAND,  
Debtor

Case No. 23-40523 (WJL)

Chapter 11

## SUBPOENA FOR RULE 2004 EXAMINATION

To: Certain Underwriters at Lloyd's, London subscribing severally and not jointly to Slip Nos. CU 1001, K 66034, K 78138, and CU 3061

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE

One Lowenstein Drive  
Roseland, New Jersey 07068

DATE AND TIME

March 4, 2024 5:00 PM (ET)

The examination will be recorded by this method: \_\_\_\_\_

☒ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached **Schedule A**.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(c) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 19, 2024

CLERK OF COURT

OR

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

/s/ Gabrielle L. Albert  
*Attorney's signature*

The name, address, email address, and telephone number of the attorney representing the Official Committee of Unsecured Creditors, who issues or requests this subpoena, are: Colleen Restel, Esq., One Lowenstein Drive, Roseland, New Jersey 07068, [crestel@lowenstein.com](mailto:crestel@lowenstein.com), (973) 597-2500.

### Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(c)(4)

### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: \_\_\_\_\_  
on *(date)* \_\_\_\_\_.

☐ I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information concerning attempted service, etc.:



**Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)**  
**(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)**

**(c) Place of compliance.**

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii)

disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

## **SCHEDULE A**

### **DEFINITIONS**

The following definitions apply herein to these requests for production (these “Requests”):

1. “Abuse Claim(s)” means any Document or Documents describing facts (whether admitted, disputed or otherwise), memorializing statements, or otherwise recording allegations Related to bodily injury, personal injury, child abuse, sexual abuse, or sexual misconduct, including but not limited to complaints or similar Documents initiating legal proceedings (whether civil, criminal, regulatory, or ecclesiastical) filed (and pending) in any court or tribunal of any jurisdiction, claim forms for compensation submitted in this Chapter 11 Case, or any other Document attributing liability or responsibility for such conduct, in each case asserted by, or on behalf of, a Survivor against RCBO.

2. “All” includes the word “any,” and “any” includes the word “all.”

3. “And” includes the word “or,” and “or” includes the word “and.”

4. “Catholic Entities” means all Parishes, schools, missions, and other Catholic entities that operate within the territory of RCBO.

5. “Chapter 11 Case” means the bankruptcy proceeding initiated by RCBO on the Petition Date in the United States Bankruptcy Court for the Northern District of California captioned 23-40523 (WJL).

6. “Claim Files” means all files denominated as such and/or created and maintained for the purpose of collecting Documents, Communications, and other information that relate to a claim for insurance coverage by a policyholder. This definition includes, without limitation: (a) all Documents and Communications that relate to Your handling, analysis, adjustment, investigation, evaluation of, and decision-making process with respect to, any claim for

insurance coverage; (b) all Documents and Communications that relate to Your possession, collection, receipt, and gathering of Documents and other information in connection with any claim for insurance coverage by a policyholder; and (c) all of Your internal and external Communications that relate to any claim for insurance coverage by a policyholder.

7. “Committee” means The Official Committee of the Unsecured Creditors in the Chapter 11 Case.

8. “Communication” means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise. The term is used here in the broadest sense, and includes any and all conversations, meetings, discussions, copying or forwarding e-mails and other Documents and any other mode of verbal or other information exchange, whether in person or otherwise, as well as all letters, correspondences, memoranda, telegrams, cables, and other Documents memorializing or constituting any information exchange.

9. “Concerning” or “Concern(s)” means constituting, Relating to, pertaining to, based upon, bearing upon, referring to, with reference to, arising in connection with, arising out of, regarding, by reason of, having to do with, or having any relation to, in the broadest sense.

10. “Debtor” or “RCBO” means, for purposes of these Requests, The Roman Catholic Bishop of Oakland, the Catholic Entities, and each of the foregoing’s current and former affiliates, corporate parents, subsidiaries, officers, directors, employees, representatives, insurance brokers, attorneys, joint ventures, partners, and anyone acting on its or their behalf.

11. “Document” or “Documents” is used in its broadest sense and includes all Communications and writings of every kind, whether sent or received, including the original, drafts, copies and non-identical copies bearing notations or marks not found on the original, and including, but not limited to, text messages, short messaging service (SMS), multimedia

messaging service (MMS), any instant messages through any instant message service, letters, memoranda, reports, studies, notes, speeches, press releases, agenda, minutes, transcripts, summaries, self-sticking removable notes, telegrams, teletypes, telefax, cancelled checks, check stubs, invoices, receipts, medical records, ticket stubs, maps, pamphlets, notes, charts, contracts, agreements, diaries, calendars, appointment books, tabulations, analyses, statistical or information accumulation, audits and associated workpapers, any kinds of records, film impressions, magnetic tape, tape records, sound or mechanical reproductions, all stored compilations of information of any kind which may be retrievable (such as, but without limitation, the content of computer memory or information storage facilities, and computer programs, and any instructions or interpretive materials associated with them), electronic files or Documents or any electronically stored information of any kind (including associated metadata, email, and voice-mail messages), and any other writings, papers, and tangible things of whatever description whatsoever including, but not limited to, any information contained in any computer, even if not printed out, copies of Documents which are not identical duplicates of the originals (e.g., because handwritten or “blind” notes appear thereon or attached thereto), including prior drafts, whether or not the originals are in Your possession, custody, or control.

12.     “Each” shall mean each, every, any, and all.

13.     “Including” means including without limitation.

14.     “Relate(d) to” or “Relating to” means: constitutes, refers, reflects, Concerns, pertains to, supports, refutes, consists of, summarizes, discusses, notes, mentions, corroborates, demonstrates, shows, embodies, identifies, analyzes, describes, evidences, or in any way logically or factually connects with the matter described or referenced in the request.

15.     “Petition Date” means May 8, 2023.

16. “Secondary Evidence” means any Documents or Communications that may support or contradict the existence, terms, or conditions of any insurance policy.

17. “Survivor(s)” means all sexual or child abuse claimants that have a pending or otherwise unresolved claim against RCBO.

18. “Underwriting Files” means all files denominated as such and/or created and maintained for the purpose of collecting Documents and Communications that relate to Your possession, collection, receipt, or gathering of Documents and other information concerning or evidencing the underwriting, placement, purchase, sale, issuance, renewal, failure to renew, increase or decrease in coverage, cancellation, termination, drafting, execution, construction, meaning, or interpretation of, or payment of premiums for, Your Insurance Policies.

19. “You” or “Your” means the Insurer that is responding to these Requests.

20. “Your Insurance Policies” means every general liability insurance policy, comprehensive general liability insurance policy, commercial general liability insurance policy, umbrella liability insurance policy, excess insurance policy, and claims-made insurance policy, as well as any insurance policy that insures or may insure against claims of bodily injury, personal injury, child abuse, sexual abuse, or sexual misconduct, issued by You to RCBO or that are alleged to provide insurance coverage from You to RCBO for Abuse Claims.

## **INSTRUCTIONS**

1. These Requests are governed by the definitions and instructions contained in the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the Northern District of California, which are supplemented as permitted by the specific instructions and definitions herein.

2. The words “all,” “any,” and “each” shall each be construed as encompassing any and all. The singular shall include the plural and vice versa; the terms “and” or “or” shall be both conjunctive and disjunctive; and the term “including” means “including without limitation.” The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense. The singular and masculine form of nouns and pronouns shall embrace, and be read and applied as including, the plural, feminine, or neuter, as circumstances may make appropriate.

3. The phrase “possession, custody, or control” shall be construed in the broadest possible manner and includes not only those things in Your immediate possession, but also those things which are subject to Your control.

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

5. These Requests shall be deemed continuing in nature. In the event You become aware of or acquire additional information Relating or referring to any of the following Requests, such additional information is to be promptly produced.

6. Produce all Documents and all other materials described below in Your actual or constructive possession, custody, or control, including in the possession, custody, or control of current or former employees, officers, directors, agents, agents’ representatives, consultants,

contractors, vendors, or any fiduciary or other third parties, wherever those Documents and materials are maintained, including on personal computers, personal digital assistants (PDAs), wireless devices, local area networks, application-based communications services (including, without limitation, Facebook Messenger, Instant Bloomberg, WeChat, Kakao Talk, WhatsApp, Signal, iMessage, etc.), and web-based file hosting services (including, without limitation, Gmail, Yahoo, etc.). You must produce all Documents in Your possession, custody, or control, whether maintained in electronic or paper form and whether located on hardware owned and maintained by You or hardware owned and/or maintained by a third party that stores data on Your behalf.

7. Documents not otherwise responsive to these Requests for production should be produced: (a) if such Documents mention, discuss, refer to, explain, or Concern one or more Documents that are called for by these Requests for Production; (b) if such Documents are attached to, enclosed with, or accompanying Documents called for by these Requests for Production; or (c) if such Documents constitute routing slips, transmittal memoranda or letters, comments, evaluations, or similar materials.

8. Documents should include all exhibits, appendices, linked Documents, or otherwise appended Documents that are referenced in, attached to, included with, or are a part of the requested Documents.

9. If any Document, or any part thereof, is not produced based on a claim of attorney-client privilege, work-product protection, or any other privilege, then in answer to such Request for Production or part thereof, for each such Document, You must:

- a. Identify the type, title and subject matter of the Document;
- b. State the place, date, and manner of preparation of the Document;

- c. Identify all authors, addresses, and recipients of the Document, including information about such persons to assess the privilege asserted; and
- d. Identify the legal privilege(s) and the factual basis for the claim.

10. Documents should not contain redactions unless such redactions are made to protect information subject to the attorney-client privilege and/or work-product doctrine. In the event any Documents are produced with redactions, a log setting forth the information requested in Instruction 9 above must be provided.

11. To the extent a Document sought herein was at one time, but is no longer, in Your actual or constructive possession, custody, or control, state whether it: (a) is missing or lost; (b) has been destroyed; (c) has been transferred to others; and/or (d) has been otherwise disposed of. In each instance, identify the Document, state the time period during which it was maintained, state the circumstance and date surrounding authorization for such disposition, identify each person having knowledge of the circumstances of the disposition, and identify each person who had possession, custody, or control of the Document. Documents prepared prior to, but which Relate or refer to, the time period covered by these Requests are to be identified and produced.

12. If any part of the following Requests cannot be responded to in full, please respond to the extent possible, specifying the reason(s) for Your inability to respond to the remainder and stating whatever information or knowledge You have Concerning the portion to which You do not respond.

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



14. If the identity of Documents responding to a Request is not known, then that lack of knowledge must be specifically indicated in the response. If any information requested is not in Your possession but is known or believed to be in the possession of another person or entity, then identify that person or entity and state the basis of Your belief or knowledge that the requested information is in such person's or entity's possession.

15. If there are no Documents responsive to a particular Request, please provide a written response so stating.

16. If You believe that any Request, definition, or instruction is ambiguous, in whole or in part, You nonetheless must respond and (a) set forth the matter deemed ambiguous and (b) describe the manner in which You construed the Request in order to frame Your response.

17. All Documents produced shall be provided in either native file ("native") or single-page 300 dpi-resolution group IV TIF ("tiff") format, along with appropriately formatted industry-standard database load files and accompanied by true and correct copies or representations of unaltered attendant metadata. Where Documents are produced in tiff format, each Document shall be produced along with a multi-page, Document-level searchable text file ("searchable text") as rendered by an industry-standard text extraction program in the case of electronic originals, or by an industry-standard Optical Character Recognition ("ocr") program in the case of scanned paper Documents.

18. Documents and other responsive data or materials created, stored, or displayed on electronic or electro-magnetic media shall be produced in the order in which the Documents are or were stored in the ordinary course of business, including all reasonably accessible metadata, custodian or Document source information, and searchable text as to allow the Plan Proponents

through a reasonable and modest effort, to fairly, accurately, and completely access, search, display, comprehend, and assess the Documents' true and original content.

19. If a Document is or has at any time been maintained by any insurance broker or intermediary, specifically identify such Document, state whether it is currently maintained by such broker or intermediary and if not, the period during which such Document was maintained by such broker or intermediary and the date when such custody ceased, and describe in detail the circumstances under which such custody ceased and the present location and custodian of the Document.

20. Notwithstanding the scope of these Requests, pursuant to agreement of the parties, You need not produce the Official Proof of Claim Forms and Supplements (collectively, the "Proofs of Claim") in response to these Requests.

### **DOCUMENTS TO BE PRODUCED**

1. Copies of all Your Insurance Policies issued to, or insuring, RCBO, including any endorsements or attachments to those policies.
2. 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.
3. All coverage position letters, including reservations of rights or denials of coverage, that You or anyone acting on Your behalf sent to RCBO Concerning insurance coverage for any Abuse Claim tendered by or on behalf of RCBO to You.
4. 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.
5. The entire contents of Your Claim Files Relating to any Abuse Claims tendered by or on behalf of RCBO to You.
6. All Underwriting Files Relating to Your Insurance Policies concerning any Abuse Claims tendered by or on behalf of RCBO to You.
7. Documents sufficient to show Your current reserves for each of the Abuse Claims tendered by or on behalf of RCBO to You.
8. All Documents and Communications that relate to Your setting, calculating, analysis, adjustment, investigation, evaluation of, and decision-making process with respect to, Your reserves identified in response to Request No. 7, above, including the working papers and actuarial reports, if any, relating to the establishment of those reserves.

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*Attorneys for Certain Underwriters at Lloyd's,  
London, subscribing severally and not jointly to  
Slip Nos. CU 1001 and K 66034 issued to the  
Roman Catholic Archbishop of San Francisco,  
and Nos. K 78138 and CU 3061 issued to the  
Roman Catholic Bishop of Oakland*

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

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

**CERTAIN UNDERWRITERS AT  
LLOYD'S LONDON, SUBSCRIBING  
SEVERALLY AND NOT JOINTLY TO  
SLIP NOS. CU 1001 AND K 66034  
ISSUED TO THE ROMAN CATHOLIC  
ARCHBISHOP OF SAN FRANCISCO  
AND NOS. K 78138 AND CU 3061  
ISSUED TO THE ROMAN CATHOLIC  
BISHOP OF OAKLAND'S RESPONSES  
AND OBJECTIONS TO SUBPOENA  
FOR RULE 2004 EXAMINATION**

**CERTAIN UNDERWRITERS AT LLOYD'S LONDON, SUBSCRIBING SEVERALLY  
AND NOT JOINTLY TO SLIP NOS. CU 1001 AND K 66034 ISSUED TO THE ROMAN  
CATHOLIC ARCHBISHOP OF SAN FRANCISCO AND NOS. K 78138 AND CU 3061  
ISSUED TO THE ROMAN CATHOLIC BISHOP OF OAKLAND'S RESPONSES AND  
OBJECTIONS TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS'  
SUBPOENA FOR RULE 2004 EXAMINATION**

Pursuant to Federal Rules of Bankruptcy Procedure 2004 and Federal Rule of Civil Procedure

1 45, made applicable by Federal Rule of Bankruptcy Procedure 9016, Certain Underwriters at  
2 Lloyd's, London, subscribing severally and not jointly to Slip Nos. CU 1001 and K 66034 and Nos.  
3 K 78138 and CU 3061 (collectively, "London Market Insurers" or "LMI"), respond and object to the  
4 Subpoena for Rule 2004 Examination ("Rule 2004 Subpoena") issued by the Official Committee of  
5 Unsecured Creditors (the "Committee"). LMI state as follows:

6 **PRELIMINARY STATEMENT**

7 On December 15, 2023, LMI filed its *Motion to Clarify or, in the Alternative, Amend, Alter,*  
8 *or Reconsider the Court's Oral Ruling on the Official Committee of Unsecured Creditors' Ex Parte*  
9 *Application for Federal Rule of Bankruptcy Procedure 2004 Examination of Insurers* ("Motion to  
10 Clarify"; Dkt. No. 697). On January 17, 2024, the Committee filed its *Objection* ("Objection"; Dkt.  
11 No. 788). On January 18, 2024, the Court issued an *Order Granting the Official Committee of*  
12 *Unsecured Creditors' Ex Parte Application for Federal Bankruptcy Procedure 2004 Examination of*  
13 *Insurers* ("Order"; Dkt. No. 796). On January 24, 2024, LMI filed its *Reply* in support of the Motion  
14 to Clarify ("Reply"; Dkt. No. 812). The Motion to Clarify is currently set for hearing on February 7,  
15 2024. As outlined in the Motion to Clarify and the Reply, LMI seek clarification and/or  
16 reconsideration of the Court's rulings at the November 14, 2023 and January 9, 2024 hearings, and  
17 subsequent Order regarding the relevancy of Reserve Information, Underwriting Files, and Claims  
18 Files.<sup>1</sup> Thus, LMI's objections and responses to the Rule 2004 Subpoena do not constitute a waiver  
19 of its rights to raise further objections pending the hearing on the Motion to Clarify. On the contrary,  
20 LMI specifically object to the demand to produce each and every of the categories of documents  
21 requested in the Rule 2004 Subpoena to the extent incompatible with the Court's ruling on the Motion  
22 to Clarify, and/or any related appeals.

23 The LMI responses are based upon information and documents known or believed to be in  
24 existence by LMI at the time of responding to the Rule 2004 Subpoena. LMI reserve the right to  
25 modify, amend, and/or supplement their responses if or when they learn of new information through  
26 discovery or otherwise. LMI will supplement these responses to the extent required under the Federal

27 \_\_\_\_\_  
28 <sup>1</sup> Capitalized terms not defined shall have the set meanings set forth in the Motion to Clarify.

1 Rules of Bankruptcy Procedure 2004 and 9016, and Federal Rule of Civil Procedure 45, the  
2 Bankruptcy Local Rules for the Northern District of California, any other local rule or procedure, or  
3 any Order entered in this action.

4 By referring to documents that they will produce in response to the Rule 2004 Subpoena, LMI  
5 do not concede the admissibility or the relevance of any individual document(s) produced or that the  
6 document(s) is original, true, accurate, complete, or authentic. LMI reserve the right to challenge the  
7 competency, relevancy, materiality, and admissibility of, or to object on any ground to the use of, any  
8 information set forth herein or documents produced in any subsequent proceeding, hearing, deposition  
9 or trial of this or any other action. Furthermore, the fact that LMI assert a General Objection or a  
10 specific objection to any category of Documents to be Produced (“Request”) does not imply nor should  
11 it be deemed or construed as a representation that such requested information or documents even exist.  
12 This Preliminary Statement is incorporated into each Objection set forth below.

13 **OBJECTIONS TO INSTRUCTIONS AND DEFINITIONS**

14 1. LMI object to the Instructions and Definitions to the extent that they impose  
15 obligations on LMI beyond those imposed by the Federal Rules of Civil Procedure, the Federal Rules  
16 of Bankruptcy Procedure, the Bankruptcy Local Rules for the Northern District of California, any  
17 other local rule or procedure, or any Order entered in this action.

18 2. LMI object to the extent the Committee is seeking to impose discovery obligations on  
19 LMI beyond that which is required by the Federal Rules of Civil Procedure, the Federal Rules of  
20 Bankruptcy Procedure, the Bankruptcy Local Rules for the Northern District of California, or any  
21 other local rule or procedure. In this regard, as outlined further below, the entities most likely to possess  
22 underwriting and claims handling documents are the London Brokers and the Roman Catholic Bishop  
23 of Oakland’s (“RCBO”) Service Organization. Information from the London Brokers or the RCBO’s  
24 Service Organization may from time-to-time be presented to the lead underwriter on the relevant LMI  
25 Policies<sup>2</sup>. The following market companies and syndicates typically retained little, or no documents. As

26 \_\_\_\_\_  
27 <sup>2</sup> LMI allegedly subscribed severally, and not for the other, and as their respective interests may  
28 appear, to certain insurance policies, on which the Roman Catholic Archbishop of San Francisco is a  
Named Assured and certain Diocese-related entities were also Assureds, that were effective for  
periods from March 12, 1962 to October 25, 1963, and on which the Roman Catholic Bishop of

1 a result, only the lead underwriter on the LMI Policies at issue is responding to these Requests. If the  
2 Committee is seeking discovery from individuals beyond the lead underwriter, the burden of such a  
3 request outweighs the benefit and is unreasonably cumulative or duplicative.

4 3. LMI object to the Definition of “You” and “Your” to the extent that these Definitions  
5 refer to attorneys and their associates, investigators, servants, agents, employees, and representatives  
6 who are not parties to this litigation. LMI shall interpret the terms “You” and “Your” to mean LMI.

7 4. LMI object to the Definition of “Your Insurance Policies” as overly broad, unduly  
8 burdensome, and the burden of such a request outweighs the benefit and is unreasonably cumulative or  
9 duplicative.

10 5. LMI object to the Definition of “Claim Files” on the grounds that the Definition is  
11 vague, overly broad and unduly burdensome. LMI also object to this Definition to the extent the  
12 Committee seeks to include within such Definition information, documents, or communications that  
13 are not subject to LMI’s control. LMI further object to the Definitions to the extent that the Definition  
14 purports to seek information that is proprietary in nature or which is protected from disclosure by the  
15 attorney-client privilege, tripartite privilege, proprietary trade secrets and confidential  
16 communications privilege, work-product doctrine, joint-defense privilege, mediation privilege,  
17 settlement communication privilege, or any other applicable privilege or immunity.

18 6. LMI object to the Definition of “Catholic Entities” as the term “means all Parishes,  
19 schools, missions, and other Catholic entities that operate within the territory of RCBO.” To date,  
20 LMI do not have sufficient information to determine all entities falling within this Definition.

21 7. LMI object to the Definitions of “Abuse Claim(s)”, “All”, “And”, “Communication”,  
22 “Concerning” or “Concern(s)”, “Document” or “Documents”, “Including”, “Relate(d) to” or  
23 “Relating to”, and “Secondary Evidence”, as vague, overly broad and unduly burdensome. LMI also  
24 object to these Definitions to the extent the Committee seeks to include within such Definition  
25 information, documents, or communications that are not subject to LMI’s control. LMI further object

26 \_\_\_\_\_  
27 Oakland is a Named Assured and certain Diocese-related entities were also Assureds, that were  
28 effective for periods from October 25, 1963 to October 25, 1966.

1 to these Definitions to the extent that the Definitions purport to seek information that is proprietary  
2 in nature or which is protected from disclosure by the attorney-client privilege, tripartite privilege,  
3 proprietary trade secrets and confidential communications privilege, work-product doctrine, joint-  
4 defense privilege, mediation privilege, settlement communication privilege, or any other applicable  
5 privilege or immunity.

### 6 **GENERAL OBJECTIONS**

7 1. “Beyond the Scope of Court Rules and Order”: LMI object to the Requests to the  
8 extent that they seek to impose any obligations upon LMI beyond those imposed by the Federal  
9 Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules  
10 for the Northern District of California, any other local rule or procedure, or any Order entered in this  
11 action.

12 2. “Privileged Information”: LMI object to the Requests to the extent they seek  
13 information protected by the attorney-client privilege, tripartite privilege, proprietary trade secrets and  
14 confidential communications privilege, work-product doctrine, joint-defense doctrine, common-  
15 interest privilege, mediation privilege, constitute a settlement communication, or any other applicable  
16 privilege, immunity, protection or restriction or on the ground that the information is not otherwise  
17 discoverable the Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the  
18 Northern District of California, any other local rule or procedure, or any Order entered in this action,  
19 or other applicable statute. Further, LMI object to the Requests to the extent that they seek documents  
20 containing the impressions, conclusions, opinions, legal research, or theories of LMI or their  
21 attorneys, or materials prepared in anticipation of litigation or information that is proprietary in  
22 nature. Nothing contained in these General Objections or any specific objection to the Requests is  
23 intended as, or shall in any way be deemed or construed as, a waiver of any attorney-client privilege,  
24 any tripartite privilege, any proprietary trade secrets and confidential communications privilege, any  
25 work-product privilege, any joint-defense privilege, common-interest privilege, mediation privilege,  
26 settlement privilege or any other applicable privilege.

27 3. “Non-Relevant Information”: LMI object to the Requests to the extent that they seek  
28 non-relevant information, including requests for information or documents that are not reasonably



1 calculated to lead to the discovery of admissible evidence, that have no bearing on coverage issues  
2 (including reserves).

3 4. “Overly Broad”: LMI object to the Requests to the extent that they are overly broad,  
4 beyond the scope of permissible discovery, or seek information without proper limit to the subject  
5 matter.

6 5. “Undue Burden”: LMI object to the Requests to the extent that locating and retrieving  
7 information and/or materials to formulate a response imposes an undue burden or is oppressive.

8 6. “Burden Outweighs Benefit”: LMI object to the Requests to the extent that the burden  
9 or expense of the proposed discovery outweighs its likely benefit, taking into account the needs of the  
10 case, the amount in controversy, the parties’ resources, the importance of the issues at stake in the  
11 litigation, and the importance of the proposed discovery in resolving the issue.

12 7. “Unreasonably Cumulative or Duplicative”: LMI object to the Requests to the extent  
13 that the information sought is unreasonably cumulative or duplicative, can be obtained from some  
14 other source in a manner that is more convenient, less burdensome or less expensive, or is already in  
15 the possession of the Committee.

16 8. “Vague and Ambiguous”: LMI object to the Requests to the extent they are vague and  
17 ambiguous and to the extent that LMI are unable to determine what information and documents are  
18 sought and are thus likely to lead to confusing, misleading, inaccurate or incomplete responses from  
19 LMI.

20 9. “Information Not In Possession”: LMI object to the Requests to the extent they seek  
21 information and documents that may not be in LMI’s possession, custody or control.

22 10. “Confidential and Proprietary Information”: LMI object to the Requests to the extent  
23 they seek confidential business information of a proprietary nature.

24 11. “Request Not Limited to Relevant Period(s)”: LMI object to the Requests to the extent  
25 they: (1) are not limited to a specific time; (2) are not limited in time to the effective period of the  
26 LMI Policies at issue in this action; and/or (3) are not limited to the time period relevant to LMI, if  
27 any, of the claims at issue in this action, on the grounds that such Requests are overly broad, unduly  
28

1 burdensome, oppressive, seek information that is not relevant to the subject matter involved in the  
2 pending action, and/or are not reasonably calculated to lead to the discovery of admissible evidence.

3 12. "Information for Litigation": LMI object to the Requests to the extent that they seek  
4 information prepared, generated, or received in anticipation of litigation, including after the time  
5 RCBO filed the Adversary Proceeding against LMI on June 22, 2023.

6 Subject to, and without waiving the foregoing Preliminary Statement, Objections to  
7 Instructions and Definitions, and General Objections, LMI further respond and object to the Rule  
8 2004 Subpoena as follows:

9 **OBJECTIONS AND RESPONSES TO DOCUMENTS TO BE PRODUCED**

10 **DOCUMENTS TO BE PRODUCED NO. 1:**

11 Copies of Your Insurance Policies issued to, or insuring, RCBO, including any endorsements  
12 or attachments to those policies.

13 **OBJECTIONS AND RESPONSES TO DOCUMENTS TO BE PRODUCED NO. 1:**

14 LMI incorporate and assert the Preliminary Statement, Objections to Instructions and  
15 Definitions, and General Objections as set forth herein.

16 LMI object to the Request to the extent that it seeks to impose any obligations upon LMI  
17 beyond those imposed by the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy  
18 Procedure, the Bankruptcy Local Rules for the Northern District of California, any other local rule or  
19 procedure, or any Order entered in this action.

20 LMI further object to the Request to the extent it seeks information protected by the attorney-  
21 client privilege, tripartite privilege, proprietary trade secrets and confidential communications  
22 privilege, work-product doctrine, joint-defense doctrine, common-interest privilege, mediation  
23 privilege, constitute a settlement communication, or any other applicable privilege, immunity,  
24 protection or restriction or on the ground that the information is not otherwise discoverable the  
25 Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Northern District of  
26 California, any other local rule or procedure, or any Order entered in this action, or other applicable  
27 statute. Further, LMI object to the Request to the extents that it seeks documents containing the  
28 impressions, conclusions, opinions, legal research, or theories of LMI or their attorneys, or materials

1 prepared in anticipation of litigation or information that is proprietary in nature. Nothing contained  
2 in these General Objections or any specific objection to the Requests is intended as, or shall in any  
3 way be deemed or construed as, a waiver of any attorney-client privilege, any work-product privilege,  
4 any joint-defense privilege, common-interest privilege, mediation privilege, settlement privilege or  
5 any other applicable privilege.

6 LMI further object to the Request to the extent that it seeks non-relevant information,  
7 including requests for information or documents that are not reasonably calculated to lead to the  
8 discovery of admissible evidence, that have no bearing on coverage issues (including reserves).

9 LMI further object to the Request to the extent that it is overly broad, unduly burdensome,  
10 and vague and ambiguous.

11 LMI further object to the Request to the extent that the burden or expense of the proposed  
12 discovery outweighs its likely benefit, taking into account the needs of the case, the amount in  
13 controversy, the parties' resources, the importance of the issues at stake in the litigation, and the  
14 importance of the proposed discovery in resolving the issue.

15 LMI further object to the Request to the extent that the information sought is unreasonably  
16 cumulative or duplicative, can be obtained from some other source in a manner that is more  
17 convenient, less burdensome or less expensive, or is already in the possession of Committee.

18 LMI further object to the Request to the extent it: (1) is not limited to a specific time; (2) is  
19 not limited in time to the effective period of the LMI Policies at issue in this action; and/or (3) is not  
20 limited to the time period relevant to LMI, if any, of the claims at issue in this action, on the grounds  
21 that such Requests are overly broad, unduly burdensome, oppressive, seeks information that is not  
22 relevant to the subject matter involved in the pending action, and/or is not reasonably calculated to  
23 lead to the discovery of admissible evidence.

24 LMI further object to the defined terms "all", "Your", "Insurance Policies", and "any" as  
25 vague, ambiguous, and overbroad. LMI also object to these Definitions to the extent the Committee  
26 seeks to include within such Definition information, documents, or communications that are not  
27 subject to LMI control. LMI further object to these Definitions to the extent that the Definitions  
28 purport to seek information that is proprietary in nature or which is protected from disclosure by the

1 attorney-client privilege, tripartite privilege, proprietary trade secrets and confidential  
2 communications privilege, work-product doctrine, joint-defense privilege, mediation privilege,  
3 settlement communication privilege, or any other applicable privilege or immunity.

4 LMI further object to the undefined terms “endorsements,” “attachments”, and “policies” as  
5 vague and ambiguous.

6 Subject to and without waiving the foregoing objections, LMI respond as follows: On March  
7 4, 2024, LMI will produce relevant non-privileged documents in response to this Request for LMI  
8 insurance policies alleged to provide insurance coverage by LMI to RCBO for alleged claims in this  
9 Bankruptcy Case, subject to the Court’s ruling on the Motion to Clarify, and/or any related appeals.  
10 The LMI production will be subject to any and all confidentiality orders applicable to the information  
11 contained therein.

12 **DOCUMENTS TO BE PRODUCED NO. 2:**

13 All Secondary Evidence of Your Insurance Policies issued to, or insuring, RCBO but only  
14 with respect to any of Your Insurance Policies that are missing or incomplete.

15 **OBJECTIONS AND RESPONSES TO DOCUMENTS TO BE PRODUCED NO. 2:**

16 LMI incorporate and assert the Preliminary Statement, Objections to Instructions and  
17 Definitions, and General Objections as set forth herein.

18 LMI object to the Request to the extent that it seeks to impose any obligations upon LMI  
19 beyond those imposed by the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy  
20 Procedure, the Bankruptcy Local Rules for the Northern District of California, any other local rule or  
21 procedure, or any Order entered in this action.

22 LMI further object to the Request to the extent it seeks information protected by the attorney-  
23 client privilege, tripartite privilege, proprietary trade secrets and confidential communications  
24 privilege, work-product doctrine, joint-defense doctrine, common-interest privilege, mediation  
25 privilege, constitute a settlement communication, or any other applicable privilege, immunity,  
26 protection or restriction or on the ground that the information is not otherwise discoverable the  
27 Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Northern District of  
28 California, any other local rule or procedure, or any Order entered in this action, or other applicable

1 statute. Further, LMI object to the Request to the extents that it seeks documents containing the  
2 impressions, conclusions, opinions, legal research, or theories of LMI or their attorneys, or materials  
3 prepared in anticipation of litigation or information that is proprietary in nature. Nothing contained  
4 in these General Objections or any specific objection to the Requests is intended as, or shall in any  
5 way be deemed or construed as, a waiver of any attorney-client privilege, any work-product privilege,  
6 any joint-defense privilege, common-interest privilege, mediation privilege, settlement privilege or  
7 any other applicable privilege.

8 LMI further object to the Request to the extent that it seeks non-relevant information,  
9 including requests for information or documents that are not reasonably calculated to lead to the  
10 discovery of admissible evidence, that have no bearing on coverage issues (including reserves).

11 LMI further object to the Request to the extent that it is overly broad, unduly burdensome,  
12 and vague and ambiguous.

13 LMI further object to the Request to the extent that the burden or expense of the proposed  
14 discovery outweighs its likely benefit, taking into account the needs of the case, the amount in  
15 controversy, the parties' resources, the importance of the issues at stake in the litigation, and the  
16 importance of the proposed discovery in resolving the issue.

17 LMI further object to the Request to the extent that the information sought is unreasonably  
18 cumulative or duplicative, can be obtained from some other source in a manner that is more  
19 convenient, less burdensome or less expensive, or is already in the possession of the Committee.

20 LMI further object to the Request to the extent it: (1) is not limited to a specific time; (2) is  
21 not limited in time to the effective period of the Policies at issue in this action; and/or (3) is not limited  
22 to the time period relevant to LMI, if any, of the claims at issue in this action, on the grounds that  
23 such Request is overly broad, unduly burdensome, oppressive, seeks information that is not relevant  
24 to the subject matter involved in the pending action, and/or is not reasonably calculated to lead to the  
25 discovery of admissible evidence.

26 LMI further object to the defined terms "Secondary Evidence", "Your", and "Insurance  
27 Policies" as vague, ambiguous, and overbroad. LMI also object to these Definitions to the extent the  
28 Committee seeks to include within such Definition information, documents, or communications that

1 are not subject to LMI's control. LMI further object to these Definitions to the extent that the  
2 Definitions purport to seek information that is proprietary in nature or which is protected from  
3 disclosure by the attorney-client privilege, tripartite privilege, proprietary trade secrets and  
4 confidential communications privilege, work-product doctrine, joint-defense privilege, mediation  
5 privilege, settlement communication privilege, or any other applicable privilege or immunity.

6 LMI further object to the undefined term as "missing or incomplete" as vague and ambiguous.

7 Subject to and without waiving the foregoing objections, LMI respond as follows: On March  
8 4, 2024, LMI will produce relevant non-privileged documents in response to this Request for LMI  
9 insurance policies alleged to provide insurance coverage by LMI to RCBO for alleged claims in this  
10 Bankruptcy Case, to the extent they may exist, subject to the Court's ruling on the Motion to Clarify,  
11 and/or any related appeals. The LMI production will be subject to any and all confidentiality orders  
12 applicable to the information contained therein.

13 **DOCUMENTS TO BE PRODUCED NO. 3:**

14 All coverage position letters, including reservation of rights or denials of coverage, that You  
15 or anyone acting on Your behalf sent to RCBO Concerning insurance coverage for any Abuse Claim  
16 tendered by or on behalf of RCBO to You.

17 **OBJECTIONS AND RESPONSES TO DOCUMENTS TO BE PRODUCED NO. 3:**

18 LMI incorporate and assert the Preliminary Statement, Objections to Instructions and  
19 Definitions, and General Objections as set forth herein.

20 LMI object to the Request to the extent that it seeks to impose any obligations upon LMI  
21 beyond those imposed by the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy  
22 Procedure, the Bankruptcy Local Rules for the Northern District of California, any other local rule or  
23 procedure, or any Order entered in this action.

24 LMI further object to the Request to the extent it seeks information protected by the attorney-  
25 client privilege, tripartite privilege, proprietary trade secrets and confidential communications  
26 privilege, work-product doctrine, joint-defense doctrine, common-interest privilege, mediation  
27 privilege, constitute a settlement communication, or any other applicable privilege, immunity,  
28 protection or restriction or on the ground that the information is not otherwise discoverable the

1 Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Northern District of  
2 California, any other local rule or procedure, or any Order entered in this action, or other applicable  
3 statute. Further, LMI object to the Request to the extents that it seeks documents containing the  
4 impressions, conclusions, opinions, legal research, or theories of LMI or their attorneys, or materials  
5 prepared in anticipation of litigation or information that is proprietary in nature. Nothing contained  
6 in these General Objections or any specific objection to the Requests is intended as, or shall in any  
7 way be deemed or construed as, a waiver of any attorney-client privilege, any work-product privilege,  
8 any joint-defense privilege, common-interest privilege, mediation privilege, settlement privilege or  
9 any other applicable privilege.

10 LMI further object to the Request to the extent that it seeks non-relevant information,  
11 including requests for information or documents that are not reasonably calculated to lead to the  
12 discovery of admissible evidence, that have no bearing on coverage issues (including reserves).

13 LMI further object to the Request to the extent that it is overly broad, unduly burdensome,  
14 and vague and ambiguous.

15 LMI further object to the Request to the extent that the burden or expense of the proposed  
16 discovery outweighs its likely benefit, taking into account the needs of the case, the amount in  
17 controversy, the parties' resources, the importance of the issues at stake in the litigation, and the  
18 importance of the proposed discovery in resolving the issue.

19 LMI further object to the Request to the extent that the information sought is unreasonably  
20 cumulative or duplicative, can be obtained from some other source in a manner that is more  
21 convenient, less burdensome or less expensive, or is already in the possession of the Committee.

22 LMI further object to the Request to the extent it: (1) is not limited to a specific time; (2) is  
23 not limited in time to the effective period of the Policies at issue in this action; and/or (3) is not limited  
24 to the time period relevant to LMI, if any, of the claims at issue in this action, on the grounds that  
25 such Request is overly broad, unduly burdensome, oppressive, seeks information that is not relevant  
26 to the subject matter involved in the pending action, and/or is not reasonably calculated to lead to the  
27 discovery of admissible evidence.  
28

1 LMI further object to the defined terms “You”, “Your”, “Concerning”, and “Abuse Claim” as  
2 vague, ambiguous, and overbroad. LMI also object to these Definitions to the extent the Committee  
3 seeks to include within such Definition information, documents, or communications that are not  
4 subject to LMI’s control. LMI further object to these Definitions to the extent that the Definitions  
5 purport to seek information that is proprietary in nature or which is protected from disclosure by the  
6 attorney-client privilege, tripartite privilege, proprietary trade secrets and confidential  
7 communications privilege, work-product doctrine, joint-defense privilege, mediation privilege,  
8 settlement communication privilege, or any other applicable privilege or immunity.

9 LMI further object to the undefined terms and phrases “coverage position letters”,  
10 “reservation of rights or denials of coverage”, and “tendered by” as vague and ambiguous.

11 Subject to and without waiving the foregoing objections, LMI respond as follows: On March  
12 4, 2024, LMI will produce relevant non-privileged documents in response to this Request for LMI  
13 insurance policies alleged to provide insurance coverage by LMI to RCBO for alleged claims in this  
14 Bankruptcy Case, to the extent they may exist, subject to the Court’s ruling on the Motion to Clarify,  
15 and/or any related appeals. The LMI production will be subject to any and all confidentiality orders  
16 applicable to the coverage position letters and the information contained therein.

17 **DOCUMENTS TO BE PRODUCED NO. 4:**

18 Documents sufficient to show any exhaustion, erosion, or impairment of the limits of liability  
19 of each of Your Insurance Policies, such as loss runs, loss history reports, and/or claims reports.

20 **OBJECTIONS AND RESPONSES TO DOCUMENTS TO BE PRODUCED NO. 4:**

21 LMI incorporate and assert the Preliminary Statement, Objections to Instructions and  
22 Definitions, and General Objections as set forth herein.

23 LMI object to the Request to the extent that it seeks to impose any obligations upon LMI  
24 beyond those imposed by the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy  
25 Procedure, the Bankruptcy Local Rules for the Northern District of California, any other local rule or  
26 procedure, or any Order entered in this action.

27 LMI further object to the Request to the extent it seeks information protected by the attorney-  
28 client privilege, tripartite privilege, proprietary trade secrets and confidential communications



1 privilege, work-product doctrine, joint-defense doctrine, common-interest privilege, mediation  
2 privilege, constitute a settlement communication, or any other applicable privilege, immunity,  
3 protection or restriction or on the ground that the information is not otherwise discoverable the  
4 Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Northern District of  
5 California, any other local rule or procedure, or any Order entered in this action, or other applicable  
6 statute. Further, LMI object to the Request to the extents that it seeks documents containing the  
7 impressions, conclusions, opinions, legal research, or theories of LMI or their attorneys, or materials  
8 prepared in anticipation of litigation or information that is proprietary in nature. Nothing contained  
9 in these General Objections or any specific objection to the Requests is intended as, or shall in any  
10 way be deemed or construed as, a waiver of any attorney-client privilege, any work-product privilege,  
11 any joint-defense privilege, common-interest privilege, mediation privilege, settlement privilege or  
12 any other applicable privilege.

13 LMI further object to the Request to the extent that it seeks non-relevant information,  
14 including requests for information or documents that are not reasonably calculated to lead to the  
15 discovery of admissible evidence, that have no bearing on coverage issues (including reserves).

16 LMI further object to the Request to the extent that it is overly broad, unduly burdensome,  
17 and vague and ambiguous.

18 LMI further object to the Request to the extent that the burden or expense of the proposed  
19 discovery outweighs its likely benefit, taking into account the needs of the case, the amount in  
20 controversy, the parties' resources, the importance of the issues at stake in the litigation, and the  
21 importance of the proposed discovery in resolving the issue.

22 LMI further object to the Request to the extent that the information sought is unreasonably  
23 cumulative or duplicative, can be obtained from some other source in a manner that is more  
24 convenient, less burdensome or less expensive, or is already in the possession of the Committee.

25 LMI further object to the Request to the extent it: (1) is not limited to a specific time; (2) is  
26 not limited in time to the effective period of the Policies at issue in this action; and/or (3) is not limited  
27 to the time period relevant to LMI, if any, of the claims at issue in this action, on the grounds that  
28 such Request is overly broad, unduly burdensome, oppressive, seeks information that is not relevant

1 to the subject matter involved in the pending action, and/or is not reasonably calculated to lead to the  
2 discovery of admissible evidence.

3 LMI further object to the defined terms “You” and “Insurance Policies” as vague, ambiguous,  
4 and overbroad. LMI also object to these Definitions to the extent the Committee seeks to include  
5 within such Definition information, documents, or communications that are not subject to LMI’s  
6 control. LMI further object to these Definitions to the extent that the Definitions purport to seek  
7 information that is proprietary in nature or which is protected from disclosure by the attorney-client  
8 privilege, tripartite privilege, proprietary trade secrets and confidential communications privilege,  
9 work-product doctrine, joint-defense privilege, mediation privilege, settlement communication  
10 privilege, or any other applicable privilege or immunity.

11 LMI further object to the undefined terms and phrases “sufficient”, “exhaustion, erosion, or  
12 impairment of the limits of liability,” and “loss runs, loss history reports, and/or claims reports” as  
13 vague and ambiguous.

14 Subject to and without waiving the foregoing objections, LMI respond as follows: On March  
15 4, 2024, LMI will produce relevant non-privileged documents in response to this Request for LMI  
16 insurance policies alleged to provide insurance coverage by LMI to RCBO for alleged claims in this  
17 Bankruptcy Case, to the extent they may exist, subject to the Court’s ruling on the Motion to Clarify,  
18 and/or any related appeals. The LMI production will be subject to any and all confidentiality orders  
19 applicable to the information contained therein.

20 **DOCUMENTS TO BE PRODUCED NO. 5:**

21 The entire contents of Your Claim Files Relating to any Abuse Claims tendered by or on  
22 behalf of RCBO to You.

23 **OBJECTIONS AND RESPONSES TO DOCUMENTS TO BE PRODUCED NO. 5:**

24 LMI incorporate and assert the Preliminary Statement, Objections to Instructions and  
25 Definitions, and General Objections as set forth herein.

26 LMI object to the Request to the extent that it seeks to impose any obligations upon LMI  
27 beyond those imposed by the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy  
28

1 Procedure, the Bankruptcy Local Rules for the Northern District of California, any other local rule or  
2 procedure, or any Order entered in this action.

3 LMI further object to the Request to the extent it seeks information protected by the attorney-  
4 client privilege, tripartite privilege, proprietary trade secrets and confidential communications  
5 privilege, work-product doctrine, joint-defense doctrine, common-interest privilege, mediation  
6 privilege, constitute a settlement communication, or any other applicable privilege, immunity,  
7 protection or restriction or on the ground that the information is not otherwise discoverable the  
8 Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Northern District of  
9 California, any other local rule or procedure, or any Order entered in this action, or other applicable  
10 statute. Further, LMI object to the Request to the extents that it seeks documents containing the  
11 impressions, conclusions, opinions, legal research, or theories of LMI or their attorneys, or materials  
12 prepared in anticipation of litigation or information that is proprietary in nature. Nothing contained  
13 in these General Objections or any specific objection to the Requests is intended as, or shall in any  
14 way be deemed or construed as, a waiver of any attorney-client privilege, any work-product privilege,  
15 any joint-defense privilege, common-interest privilege, mediation privilege, settlement privilege or  
16 any other applicable privilege.

17 LMI further object to the Request to the extent that it seeks non-relevant information,  
18 including requests for information or documents that are not reasonably calculated to lead to the  
19 discovery of admissible evidence, that have no bearing on coverage issues (including reserves).

20 LMI further object to the Request to the extent that it is overly broad, unduly burdensome,  
21 and vague and ambiguous.

22 LMI further object to the Request to the extent that the burden or expense of the proposed  
23 discovery outweighs its likely benefit, taking into account the needs of the case, the amount in  
24 controversy, the parties' resources, the importance of the issues at stake in the litigation, and the  
25 importance of the proposed discovery in resolving the issue.

26 LMI further object to the Request to the extent that the information sought is unreasonably  
27 cumulative or duplicative, can be obtained from some other source in a manner that is more  
28 convenient, less burdensome or less expensive, or is already in the possession of the Committee.

1 LMI further object to the Request to the extent it seeks confidential business information of a  
2 proprietary nature.

3 LMI further object to the Request to the extent it: (1) is not limited to a specific time; (2) is  
4 not limited in time to the effective period of the Policies at issue in this action; and/or (3) is not limited  
5 to the time period relevant to LMI, if any, of the claims at issue in this action, on the grounds that  
6 such Request is overly broad, unduly burdensome, oppressive, seeks information that is not relevant  
7 to the subject matter involved in the pending action, and/or is not reasonably calculated to lead to the  
8 discovery of admissible evidence.

9 LMI further object to the Request to the extent that it seek information prepared, generated, or  
10 received in anticipation of litigation, including after the time RCBO filed the Adversary Proceeding  
11 against LMI on June 22, 2023.

12 LMI further object to the defined terms “Your”, “Claim Files”, “Relating”, and “Abuse  
13 Claims” as vague, ambiguous, and overbroad. LMI also object to these Definitions to the extent the  
14 Committee seeks to include within such Definition information, documents, or communications that  
15 are not subject to LMI’s control. LMI further object to these Definitions to the extent that the  
16 Definitions purport to seek information that is proprietary in nature or which is protected from  
17 disclosure by the attorney-client privilege, tripartite privilege, proprietary trade secrets and  
18 confidential communications privilege, work-product doctrine, joint-defense privilege, mediation  
19 privilege, settlement communication privilege, or any other applicable privilege or immunity.

20 LMI further object to the undefined terms and phrases “entire contents” and “tendered by” as  
21 vague and ambiguous.

22 LMI further object that it reserves all rights and objections pending the Court’s ruling on the  
23 Motion to Clarify, and/or any related appeals.

24 **DOCUMENTS TO BE PRODUCED NO. 6:**

25 All Underwriting Files Relating to Your Insurance Policies concerning any Abuse Claims  
26 tendered by or on behalf of RCBO to You.

27 **OBJECTIONS AND RESPONSES TO DOCUMENTS TO BE PRODUCED NO. 6:**

1 LMI incorporate and assert the Preliminary Statement, Objections to Instructions and  
2 Definitions, and General Objections as set forth herein.

3 LMI object to the Request to the extent that it seeks to impose any obligations upon LMI  
4 beyond those imposed by the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy  
5 Procedure, the Bankruptcy Local Rules for the Northern District of California, any other local rule or  
6 procedure, or any Order entered in this action.

7 LMI further object to the Request to the extent it seeks information protected by the attorney-  
8 client privilege, tripartite privilege, proprietary trade secrets and confidential communications  
9 privilege, work-product doctrine, joint-defense doctrine, common-interest privilege, mediation  
10 privilege, constitute a settlement communication, or any other applicable privilege, immunity,  
11 protection or restriction or on the ground that the information is not otherwise discoverable the  
12 Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Northern District of  
13 California, any other local rule or procedure, or any Order entered in this action, or other applicable  
14 statute. Further, LMI object to the Request to the extents that it seeks documents containing the  
15 impressions, conclusions, opinions, legal research, or theories of LMI or their attorneys, or materials  
16 prepared in anticipation of litigation or information that is proprietary in nature. Nothing contained  
17 in these General Objections or any specific objection to the Requests is intended as, or shall in any  
18 way be deemed or construed as, a waiver of any attorney-client privilege, any work-product privilege,  
19 any joint-defense privilege, common-interest privilege, mediation privilege, settlement privilege or  
20 any other applicable privilege.

21 LMI further object to the Request to the extent that it seeks non-relevant information,  
22 including requests for information or documents that are not reasonably calculated to lead to the  
23 discovery of admissible evidence, that have no bearing on coverage issues (including reserves).

24 LMI further object to the Request to the extent that it is overly broad, unduly burdensome,  
25 and vague and ambiguous.

26 LMI further object to the Request to the extent that the burden or expense of the proposed  
27 discovery outweighs its likely benefit, taking into account the needs of the case, the amount in  
28

1 controversy, the parties' resources, the importance of the issues at stake in the litigation, and the  
2 importance of the proposed discovery in resolving the issue.

3 LMI further object to the Request to the extent that the information sought is unreasonably  
4 cumulative or duplicative, can be obtained from some other source in a manner that is more  
5 convenient, less burdensome or less expensive, or is already in the possession of the Committee.

6 LMI further object to the Request to the extent it seeks information and documents that may  
7 not be in LMI's possession, custody or control.

8 LMI further object to the Request to the extent it seeks confidential business information of a  
9 proprietary nature.

10 LMI further object to the Request to the extent it: (1) is not limited to a specific time; (2) is  
11 not limited in time to the effective period of the Policies at issue in this action; and/or (3) is not limited  
12 to the time period relevant to LMI, if any, of the claims at issue in this action, on the grounds that  
13 such Request is overly broad, unduly burdensome, oppressive, seeks information that is not relevant  
14 to the subject matter involved in the pending action, and/or is not reasonably calculated to lead to the  
15 discovery of admissible evidence.

16 LMI object to the defined terms "All", "Underwriting Files", "Relating", "Your", "Insurance  
17 Policies", and "Abuse Claims" as vague, ambiguous, and overbroad. LMI also object to these  
18 Definitions to the extent the Committee seeks to include within such Definition information,  
19 documents, or communications that are not subject to LMI's control. LMI further object to these  
20 Definitions to the extent that the Definitions purport to seek information that is proprietary in nature  
21 or which is protected from disclosure by the attorney-client privilege, tripartite privilege, proprietary  
22 trade secrets and confidential communications privilege, work-product doctrine, joint-defense  
23 privilege, mediation privilege, settlement communication privilege, or any other applicable privilege  
24 or immunity.

25 LMI further object to the undefined terms and phrases "concerning" and "tendered by" as  
26 vague and ambiguous.

27 LMI further object that it reserves all rights and objections pending the Court's ruling on the  
28 Motion to Clarify, and/or any related appeals.

1 **DOCUMENTS TO BE PRODUCED NO. 7:**

2 Documents sufficient to show Your current reserves for each of the Abuse Claims tendered  
3 by or on behalf of RCBO to You.

4 **OBJECTIONS AND RESPONSES TO DOCUMENTS TO BE PRODUCED NO. 7:**

5 LMI incorporate and assert the Preliminary Statement, Objections to Instructions and  
6 Definitions, and General Objections as set forth herein.

7 LMI object to the Request to the extent that it seeks to impose any obligations upon LMI  
8 beyond those imposed by the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy  
9 Procedure, the Bankruptcy Local Rules for the Northern District of California, any other local rule or  
10 procedure, or any Order entered in this action.

11 LMI further object to the Request to the extent it seeks information protected by the attorney-  
12 client privilege, tripartite privilege, proprietary trade secrets and confidential communications  
13 privilege, work-product doctrine, joint-defense doctrine, common-interest privilege, mediation  
14 privilege, constitute a settlement communication, or any other applicable privilege, immunity,  
15 protection or restriction or on the ground that the information is not otherwise discoverable the  
16 Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Northern District of  
17 California, any other local rule or procedure, or any Order entered in this action, or other applicable  
18 statute. Further, LMI object to the Request to the extents that it seeks documents containing the  
19 impressions, conclusions, opinions, legal research, or theories of LMI or their attorneys, or materials  
20 prepared in anticipation of litigation or information that is proprietary in nature. Nothing contained  
21 in these General Objections or any specific objection to the Requests is intended as, or shall in any  
22 way be deemed or construed as, a waiver of any attorney-client privilege, any work-product privilege,  
23 any joint-defense privilege, common-interest privilege, mediation privilege, settlement privilege or  
24 any other applicable privilege.

25 LMI further object to the Request to the extent that it seeks non-relevant information,  
26 including requests for information or documents that are not reasonably calculated to lead to the  
27 discovery of admissible evidence, that have no bearing on coverage issues (including reserves).  
28

1 LMI further object to the Request to the extent that it is overly broad, unduly burdensome,  
2 and vague and ambiguous.

3 LMI further object to the Request to the extent that the burden or expense of the proposed  
4 discovery outweighs its likely benefit, taking into account the needs of the case, the amount in  
5 controversy, the parties' resources, the importance of the issues at stake in the litigation, and the  
6 importance of the proposed discovery in resolving the issue.

7 LMI further object to the Request to the extent that the information sought is unreasonably  
8 cumulative or duplicative, can be obtained from some other source in a manner that is more  
9 convenient, less burdensome or less expensive, or is already in the possession of the Committee.

10 LMI further object to the Request to the extent it seeks information and documents that may  
11 not be in LMI's possession, custody or control.

12 LMI further object to the Request to the extent it seeks confidential business information of a  
13 proprietary nature.

14 LMI further object to the Request to the extent it: (1) is not limited to a specific time; (2) is  
15 not limited in time to the effective period of the Policies at issue in this action; and/or (3) is not limited  
16 to the time period relevant to LMI, if any, of the claims at issue in this action, on the grounds that  
17 such Request is overly broad, unduly burdensome, oppressive, seeks information that is not relevant  
18 to the subject matter involved in the pending action, and/or is not reasonably calculated to lead to the  
19 discovery of admissible evidence.

20 LMI further object to the Request to the extent that it seek information prepared, generated,  
21 or received in anticipation of litigation, including after the time RCBO filed the Adversary Proceeding  
22 against LMI on June 22, 2023.

23 LMI further object to the defined terms "Documents", "Your", and "Abuse Claims" as vague,  
24 ambiguous, and overly broad. LMI also object to these Definitions to the extent the Committee seeks  
25 to include within such Definition information, documents, or communications that are not subject to  
26 LMI's control. LMI further object to these Definitions to the extent that the Definitions purport to  
27 seek information that is proprietary in nature or which is protected from disclosure by the attorney-  
28 client privilege, tripartite privilege, proprietary trade secrets and confidential communications



1 privilege, work-product doctrine, joint-defense privilege, mediation privilege, settlement  
2 communication privilege, or any other applicable privilege or immunity.

3 LMI further object to the undefined terms “sufficient”, “current reserves”, and “tendered by”  
4 as vague and ambiguous.

5 LMI further object that it reserves all rights and objections pending the Court’s ruling on the  
6 Motion to Clarify, and/or any related appeals.

7 **DOCUMENTS TO BE PRODUCED NO. 8:**

8 All Documents and Communications that relate to Your setting, calculating, analysis,  
9 adjustment, investigation, evaluation of, and decision-making process with respect to, Your reserves  
10 identified in response to Request No. 7, above, including the working papers and actuarial reports, if  
11 any, relating to the establishment of those reserves.

12 **OBJECTIONS AND RESPONSES TO DOCUMENTS TO BE PRODUCED NO. 8:**

13 LMI incorporate and assert the Preliminary Statement, Objections to Instructions and  
14 Definitions, and General Objections as set forth herein.

15 LMI object to the Request to the extent that it seeks to impose any obligations upon LMI  
16 beyond those imposed by the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy  
17 Procedure, the Bankruptcy Local Rules for the Northern District of California, any other local rule or  
18 procedure, or any Order entered in this action.

19 LMI further object to the Request to the extent it seeks information protected by the attorney-  
20 client privilege, tripartite privilege, proprietary trade secrets and confidential communications  
21 privilege, work-product doctrine, joint-defense doctrine, common-interest privilege, mediation  
22 privilege, constitute a settlement communication, or any other applicable privilege, immunity,  
23 protection or restriction or on the ground that the information is not otherwise discoverable the  
24 Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Northern District of  
25 California, any other local rule or procedure, or any Order entered in this action, or other applicable  
26 statute. Further, LMI object to the Request to the extents that it seeks documents containing the  
27 impressions, conclusions, opinions, legal research, or theories of LMI or their attorneys, or materials  
28 prepared in anticipation of litigation or information that is proprietary in nature. Nothing contained

1 in these General Objections or any specific objection to the Requests is intended as, or shall in any  
2 way be deemed or construed as, a waiver of any attorney-client privilege, any work-product privilege,  
3 any joint-defense privilege, common-interest privilege, mediation privilege, settlement privilege or  
4 any other applicable privilege.

5 LMI further object to the Request to the extent that it seeks non-relevant information,  
6 including requests for information or documents that are not reasonably calculated to lead to the  
7 discovery of admissible evidence, that have no bearing on coverage issues (including reserves).

8 LMI further object to the Request to the extent that it is overly broad, unduly burdensome,  
9 and vague and ambiguous.

10 LMI further object to the Request to the extent that the burden or expense of the proposed  
11 discovery outweighs its likely benefit, taking into account the needs of the case, the amount in  
12 controversy, the parties' resources, the importance of the issues at stake in the litigation, and the  
13 importance of the proposed discovery in resolving the issue.

14 LMI further object to the Request to the extent that the information sought is unreasonably  
15 cumulative or duplicative, can be obtained from some other source in a manner that is more  
16 convenient, less burdensome or less expensive, or is already in the possession of the Committee.

17 LMI further object to the Request to the extent it seeks information and documents that may  
18 not be in LMI's possession, custody or control.

19 LMI further object to the Request to the extent it seeks confidential business information of a  
20 proprietary nature.

21 LMI further object to the Request to the extent it: (1) is not limited to a specific time; (2) is  
22 not limited in time to the effective period of the Policies at issue in this action; and/or (3) is not limited  
23 to the time period relevant to LMI, if any, of the claims at issue in this action, on the grounds that  
24 such Request is overly broad, unduly burdensome, oppressive, seeks information that is not relevant  
25 to the subject matter involved in the pending action, and/or is not reasonably calculated to lead to the  
26 discovery of admissible evidence.

27 LMI further object to the Request to the extent that it seek information prepared, generated,  
28 or received in anticipation of litigation, including after the time RCBO filed the Adversary Proceeding

1 against LMI on June 22, 2023.

2 LMI further object to the defined terms “Documents”, “Communications”, and “Your” as  
3 vague, ambiguous, and overly broad. LMI also object to these Definitions to the extent the Committee  
4 seeks to include within such Definition information, documents, or communications that are not  
5 subject to LMI’s control. LMI further object to these Definitions to the extent that the Definitions  
6 purport to seek information that is proprietary in nature or which is protected from disclosure by the  
7 attorney-client privilege, tripartite privilege, proprietary trade secrets and confidential  
8 communications privilege, work-product doctrine, joint-defense privilege, mediation privilege,  
9 settlement communication privilege, or any other applicable privilege or immunity.

10 LMI further object to the undefined terms and phrase “relate”, “setting, calculating, analysis,  
11 adjustment, investigation, evaluation of, and decision-making process”, “reserves”, “working  
12 papers”, “actuarial reports”, and “relating to the establishment” as vague and ambiguous.

13 LMI further object that it reserves all rights and objections pending the Court’s ruling on the Motion  
14 to Clarify, and/or any related appeals.

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1 Dated: February 5, 2024

2 By /s/ Bradley E. Puklin  
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26 *Attorneys Certain Underwriters at Lloyd's,*  
27 *London, subscribing severally and not jointly*  
28 *to Slip Nos. CU 1001 and K 66034 issued to*  
*the Roman Catholic Archbishop of San*  
*Francisco, and Nos. K 78138 and CU 3061*  
*issued to the Roman Catholic Bishop of*  
*Oakland*

**PROOF OF SERVICE**

I, the undersigned, certify and declare that I am a resident of the State of California, I am over the age of 18 years, and I am not a party to this lawsuit. I am an employee of Duane Morris LLP and my business address is 865 South Figueroa Street, Suite 3100, Los Angeles, CA 90017. I am readily familiar with this firm's practices for collecting and processing correspondence for mailing with the United States Postal Service and for transmitting documents by FedEx, fax, email, messenger and other modes. On the date stated below, I served the following documents:

**CERTAIN UNDERWRITERS AT LLOYD'S LONDON, SUBSCRIBING SEVERALLY AND NOT JOINTLY TO SLIP NOS. CU 1001 AND K 66034 ISSUED TO THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO AND NOS. K 78138 AND CU 3061 ISSUED TO THE ROMAN CATHOLIC BISHOP OF OAKLAND'S RESPONSES AND OBJECTIONS TO SUBPOENA FOR RULE 2004 EXAMINATION**

- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.
- ☒ by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent.
- ☐ by causing the document(s) listed above to be personally delivered to the person(s) at the address(es) set forth below.
- ☒ by transmitting via electronic mail the document(s) listed above to each of the person(s) as set forth below.

<b>LOWENSTEIN SANDLER LLP</b> JEFFREY D. PROL (Pro Hac Vice) jprol@lowenstein.com MICHAEL A. KAPLAN (Pro Hac Vice) mkaplan@lowenstein.com BRENT WEISENBERG (Pro Hac Vice) bweisenberg@lowenstein.com COLLEEN M. RESTEL (Pro Hac Vice) crestel@lowenstein.com One Lowenstein Drive Roseland, New Jersey 07068 Telephone: (973) 597-2500	<i>Counsel for the Official Committee of Unsecured Creditors</i>
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*Special Insurance Counsel for the Official  
Committee of Unsecured Creditors*

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

Dated: February 5, 2024

/s/ **Betty Luu**

Betty Luu

February 14, 2024

**VIA EMAIL**

Russell W. Roten, Esq.  
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**Re: *In re The Roman Catholic Bishop of Oakland*, Case No. 23-40523-WJL  
Committee's Subpoena to Certain Underwriters at Lloyd's, London, subscribing  
severally and not jointly to Slip Nos. CU 1001 and K 66034 issued to the Roman  
Catholic Archbishop of San Francisco, and Nos. K 78138 and CU 3061 issued to the  
Roman Catholic Bishop of Oakland ("LMI")**

Counsel,

As you know, this Firm represents the Official Committee of Unsecured Creditors (the "Committee") of The Roman Catholic Bishop of Oakland (the "Debtor") in the above-referenced chapter 11 case (the "Chapter 11 Case"). We write regarding LMI's responses and objections (the "Responses and Objections"), dated February 5, 2024, to the subpoena served by the Committee on January 22, 2024.

To recap, the Committee filed an application for federal rule of bankruptcy procedure 2004 examination of the Debtor's insurers, including LMI, on October 5, 2023 [Dkt. 502]. After a lengthy hearing on November 14, 2023, the Court ruled that the Committee is permitted discovery from the insurers with respect to certain specific topics (the "Requests"). During hearings on both January 9, 2024 and February 7, 2024, the Court reinforced its ruling that the Requests seek relevant information. *See, e.g.*, Tr. of Hr'g Jan. 9, 2024, at 112:1-7 ("With respect to relevance, I think we did resolve that. And I think that the long discussion we had, I found very helpful. . . . But in my view, we thoroughly exhausted the relevance arguments. . . ."). Subsequently, the Court reiterated its ruling and denied LMI's motion to clarify and/or reconsider its ruling on the Requests. Again on February 12, 2024, after the Responses and Objections were served, the Court reiterated that the Requests are "fair game" and that the relevance issue had already been litigated in the Committee's favor. As such, to the extent the Responses and Objections refuse to produce

documents on the basis of relevance, such objections have already been overruled by the Court. *See, e.g., id.; see also In re Mastro*, 585 B.R. 587, 597 (B.A.P. 9th Cir. 2018) (noting the scope of Rule 2004 examinations is “unfettered and broad” and has been compared to a “fishing expedition”). The Committee will ignore as moot each reference in the Responses and Objections to LMI’s Motion to Clarify, as such objection was expressly overruled.

In addition to ignoring the Court’s clear rulings regarding relevance, the Responses and Objections are improper for several reasons.

**First**, LMI’s objection to the definition of “Claim Files” ignores the lengthy meet and confer between the Committee, Debtor, and insurers regarding the definition of such term. LMI’s objection to the term is thus frivolous and should be withdrawn.

**Second**, with respect to any documents which LMI intends to withhold on the basis of privilege, LMI has the burden of proving the applicability of such privilege to each document withheld. The Committee agrees with the Court’s statement at the February 12, 2024 status conference that there is nothing categorically confidential or privileged about the information sought by the Requests. To the extent LMI disagrees, LMI must provide a privilege log that is “sufficiently specific to allow a determination of whether each withheld document is or is not [in] fact privileged.” *In re 3dfx Interactive, Inc.*, 347 B.R. 394, 402–03 (Bankr. N.D. Cal. 2006); *see* Fed. R. Civ. P. 45(e)(2)(A). Federal Rule of Civil Procedure 45(e)(2)(A) made applicable in bankruptcy discovery through Federal Rule of Bankruptcy Procedure 9016, provides that a party withholding information on the basis of privilege must “(i) expressly make the claim; and (ii) describe the nature of the documents, communications, or tangible things not produced or disclosed—and do so in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the claim.” Fed. R. Civ. P. 45(e)(2)(A). As such, please confirm LMI will provide, by March 4, 2024, a detailed, line-by-line privilege log fully explaining the basis for withholding any document, in compliance with the Federal Rule 45(e)(2)(A).

**Third**, to the extent the Responses and Objections object to the Requests on the basis that such Requests are “unduly burdensome”, such objection is improper. Federal Rule of Civil Procedure 26, made applicable in this Chapter 11 Case by Federal Rule of Bankruptcy Procedure 7026, was amended in December 2015 to remove the language that discovery be “reasonably calculated to lead to the discovery of admissible evidence” and instead focus on proportionality factors. *See* Fed R. Civ. P. 26 advisory committee’s note to 2015 amendment. The scope of discovery under Federal Rule of Civil Procedure 26 is not whether the request is “unduly burdensome.” The request is relevant to Committee’s investigation of the Debtor’s assets, proportional to the needs of the case, and its burden does not outweigh its likely benefit, as required by Federal Rule of Civil Procedure 26(b)(1). Further, requests under Bankruptcy Rule 2004 are permitted to be broader than what is permitted under the Federal Rules. *See Mastro*, 585 B.R. at 597; *see also In re Subpoena Duces Tecum & Ad Testificandum Pursuant to Fed. R. Bankr. P. 2004*, 461 B.R. 823, 831 (Bankr. C.D. Cal. 2011) (holding conclusory statements that requests are overly broad and unduly burdensome are inadequate and insufficient objections to requests under Bankruptcy Rule 2004).



**Fourth**, LMI's contention that it need not produce documents that are within its possession, custody, or control because those documents can potentially be obtained from another source violates the Federal Rules of Civil Procedure. *See* Fed. R. Civ. P. 45. LMI cited no case law for the proposition that the documents and information must be obtained from another source where possible. As a self-proclaimed party in interest in the Chapter 11 Case, and pursuant to the Court's order, LMI is required to produce responsive documents regardless of if the Debtor, or any other party, is already in possession of that document. If the requested documents are in the possession, custody, or control of LMI, LMI must produce them.

**Fifth**, LMI's refusal to produce any documents in response to Request Nos. 5, 6, 7, and 8 is improper. This Court already ruled, on several occasions, that the Requests are relevant and proper, acknowledging other courts may have elected not to require production of such documents, and overruling LMI's objections. As such, LMI must produce responsive documents in in possession, custody, and control in response to these Requests.

Finally, to the extent LMI objects to the Requests because the responsive documents and information are in the possession, custody, or control of London Brokers, and LMI refuses to obtain such documents from London Brokers, please provide the address for London Brokers as well as the contact information for any counsel representing London Brokers in this matter. The Committee will thereafter seek Court approval to serve the additional subpoena on London Brokers, in addition to the subpoena already served on LMI.

Please advise us by **Tuesday, February 20, 2024** if LMI intends to revise its Responses and Objections, and/or will run the searches and produce responsive documents in connection with each of the Requests. If not, the Committee will file a motion to compel compliance with the subpoena and seek all other ancillary relief necessary.

Yours truly,



Michael A. Kaplan

cc: Jeffrey D. Prol, Esq.  
Brent Weisenberg, Esq.  
Colleen M. Restel, Esq.  
Timothy Burns, Esq.  
Jesse Bair, Esq.  
Gabrielle Alberts, Esq.  
Ann Marie Uetz, Esq.  
Matthew D. Lee, Esq.

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ALLIANCES IN MEXICO

February 20, 2024

## VIA E-MAIL

Michael A. Kaplan  
Lowenstein Sandler  
One Lowenstein Drive,  
Roseland, New Jersey 07068

**Re: *In re the Roman Catholic Bishop of Oakland, Case No. 23-40523-WJL***

Dear Counsel:

Clyde & Co. US LLP serves as insurance coverage counsel and Duane Morris LLP serves as bankruptcy counsel to certain Underwriters at Lloyd's, London, subscribing severally and not jointly to Slip Nos. CU 1001 and K 66034 and Nos. K 78138 and CU 3061 (collectively, "London Market Insurers" or "LMI").

On behalf of LMI, we acknowledge receipt of the letter from the Official Committee of Unsecured Creditors ("Committee") dated February 14, 2024, sent in the captioned bankruptcy case regarding LMI's *Responses and Objections to Subpoena for Rule 2004 Examination* ("Responses and Objections"). Therein, the Committee makes a demand that LMI revise its Responses and Objections and, should LMI refuse, the Committee threatens to "file a motion to compel compliance with the subpoena and seek all other ancillary relief necessary." LMI will not comply with the Committee's demand for the reasons discussed below.

First, as discussed at the February 7, 2024, hearing, LMI will seek an appeal of the Court's order allowing the Rule 2004 discovery and a stay pending the appeal. On this ground, and the further grounds outlined below, LMI will not revise their Responses or Objections to Request Nos. 5, 6<sup>1</sup>, 7, and 8.

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<sup>1</sup> To the extent the Committee demands LMI obtain information from London Brokers, LMI are under no such obligation. Fed. R. Civ. P. 45(a)(1)(iii)(subpoena may only command production of documents in a person's possession, custody, or control). The London Brokers were retained by the Debtor and any request for their files should either go to the Debtor or to the London Brokers

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Michael A. Kaplan  
February 20, 2024  
Page 2

Second, the Court's order and subpoena expressly reserves LMI's rights to object to the scope of the information requested. Doc. No. 796 ("The Insurers' rights to object to the Subpoenas...are fully preserved, including, without limitation (a) any and all applicable evidentiary privileges and (b) **proper scope of discovery.**") (emphasis added). Thus, LMI have not and will not waive their rights to object to the scope of the discovery the Committee seeks, which includes, without limitation, objections to defined and undefined terms, phrases, and instructions.

Third, LMI do not contest the use of a privilege log pursuant to Federal Rule of Civil Procedure 45. However, the Court's order and subpoena clearly protects "any and all applicable evidentiary privileges." Doc. No. 796. LMI do not agree to produce privileged information and will move to quash and for a protective order barring disclosure of irrelevant and/or privileged information, including, without limitation, information protected by the attorney-client privilege, attorney-work product privilege, the trade secret privilege, the confidential communication privilege, and all other applicable privileges and exclusions.<sup>2</sup> Would you kindly let us know when you are available on **Thursday, February 22, 2024**, to meet and confer regarding the motion to quash and protective order? If that date is inconvenient, would you please propose another date?

Fourth, the Committee's position that LMI's objection to the "Requests on the basis that such Requests are 'unduly burdensome'" is improper is erroneous. Federal Rule of Civil Procedure 45 explicitly contemplates and prohibits unduly burdensome requests. Fed. R. Civ. P. 45(d)(3)(A)(iv) (quashing a subpoena that subjects a person to undue burden).

Finally, LMI invite you to meet and confer regarding any documents already in the Committee's position that it received (or could easily receive) from another party, such as the Debtor. If the Committee already has (or could easily obtain) such documents, doing so would avoid redundancies and conserve the parties' resources. However, if the Committee wishes to receive duplicative information, LMI intend to produce non-privileged information in their possession, custody, or control responsive to Request Nos. 1, 2, 3, and 4 by March 4, 2024.

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themselves. LMI will not further address the Committee's comments regarding the "Underwriting Files" because LMI do not intend to revise their Responses and Objections to Request No. 6.

<sup>2</sup> Further note that post-litigation privileged information need not be included on any privilege log. *Mon Cheri Bridals, LLC v. Cloudflare, Inc.*, 2021 WL 1222492, at \*3 (N.D. Cal. Apr. 1, 2021)

Michael A. Kaplan  
February 20, 2024  
Page 3

We would be grateful if you could kindly let us know when you would be available on **Thursday, February 22, 2024**, to meet and confer, and, if that date is inconvenient, suggest another date.

Thank you.

Very truly yours,

*/s/ Russell Roten*  
Russell Webb Roten

RWR

## Puklin, Bradley

---

**From:** Kaplan, Michael A. <MKaplan@lowenstein.com>  
**Sent:** Wednesday, February 21, 2024 3:08 PM  
**To:** Luu, Betty; Restel, Colleen M.; Prol, Jeffrey D.; Weisenberg, Brent I.; tkeller@kbkllp.com; galbert@kbkllp.com; jkim@kbkllp.com; tburns; jbair; eridley@foley.com; tcarlucci@foley.com; MDLee@foley.com; AUetz@foley.com; jblease@foley.com  
**Cc:** Puklin, Bradley; Cameron, Clinton; Sugayan, Catalina; Kahane, Jeff D.; Roten, Russell W.; Reinhardt, Nathan  
**Subject:** RE: 2024-02-20 - RCBO - LMI's Response to the Committee's Letter dated February 14, 2024

All

We are not available tomorrow for a meet and confer. We will circle back with available times next week, to the extent a meeting is still necessary. That said, we do not need to meet and confer on the your forthcoming appeal/motions. When you file them, we will respond, as we will not consent to an enlargement of time to file any appeal or other motion. We will review the issue with London Brokers take the appropriate action therefrom.

Michael

**Michael A. Kaplan**  
Partner  
Lowenstein Sandler LLP

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**From:** Luu, Betty <BLuu@duanemorris.com>  
**Sent:** Tuesday, February 20, 2024 8:36 PM  
**To:** Restel, Colleen M. <crestel@lowenstein.com>; Prol, Jeffrey D. <jprol@lowenstein.com>; Kaplan, Michael A. <MKaplan@lowenstein.com>; Weisenberg, Brent I. <BWeisenberg@lowenstein.com>; tkeller@kbkllp.com; galbert@kbkllp.com; jkim@kbkllp.com; tburns <tburns@burnsbair.com>; jbair <jbair@burnsbair.com>; eridley@foley.com; tcarlucci@foley.com; MDLee@foley.com; AUetz@foley.com; jblease@foley.com  
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**Subject:** 2024-02-20 - RCBO - LMI's Response to the Committee's Letter dated February 14, 2024

Counsel,

Please see attached correspondence. Thank you.

**Betty Luu**

Associate

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March 4, 2024

**VIA E-MAIL**

Michael A. Kaplan  
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Re: In re: Roman Catholic Bishop of Oakland, Ch. 11 Case No. 23-40523, U.S. Bankruptcy Court,  
N. D. California, Oakland Division  
Alleged Policy Nos.: (a) CU 1001; (b) K 60034 ; (c) K 78138 ; and, (d) CU 3061  
Alleged Policy Periods: (a) and (b) March 12, 1962 to October 25, 1963; (c) and (d) October 25,  
1963 to October 25, 1966  
Clyde & Co Ref.: 54596-10608785

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Dear Mr. Kaplan:

Clyde & Co US LLP serves as insurance coverage counsel, and Duane Morris LLP serves as bankruptcy counsel, to certain Underwriters at Lloyd's, London, subscribing severally and not jointly to Slip Nos. CU 1001 and K 66034 and Nos. K 78138 and CU 3061 (collectively, "London Market Insurers" or "LMI").

LMI stand on all objections and reservations previously raised in their Responses and Objections to Subpoena for Rule 2004 Examination issued by the Official Committee of Unsecured Creditors ("Committee"), including but not limited to their objection that the requested documents can be obtained from some other source in a manner that is more convenient, less burdensome or less expensive, or the documents are already in the possession of the Committee and/or counsel for the Debtor.

Notwithstanding and without waiving their objections, LMI have no documents responsive to the Committee's first and second document requests other than the documents previously produced to counsel for the Debtor on September 6, 2023, bates stamped Underwriters 0000001- Underwriters 0000048, which we enclose herein. Similarly, LMI have no documents responsive to the third and fourth document requests. Notwithstanding the foregoing, and without waiver to LMI's prior objections and reservations, LMI enclose copies of correspondence sent to counsel for Debtor on November 29, 2023, bates stamped Underwriters 0000049 - Underwriters 0000232.

Very truly yours,

**CLYDE & CO US LLP**

By: Catalina J. Sugayan

By: Clinton E. Cameron

By: Bradley E. Puklin

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