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

In re:

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

 Debtor.

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Case No. 23-40523 WJL

Chapter 11

**DECLARATION OF MICHAEL A.
 KAPLAN IN SUPPORT OF THE
 OFFICIAL COMMITTEE OF
 UNSECURED CREDITORS'
 OBJECTION TO LMI'S MOTION FOR
 PROTECTIVE ORDER AND MOTION
 TO QUASH**

[Related to Docket Nos. 918 & 992]

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



1 I, Michael A. Kaplan, Esq., hereby declare as follows:

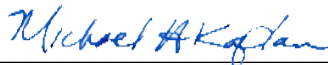
2 1. I am a partner of the law firm of Lowenstein Sandler LLP, counsel to the Official
3 Committee of Unsecured Creditors (the "Committee") in connection with the above-referenced
4 chapter 11 case.

5 2. I submit this Declaration in support of the *Official Committee of Unsecured*
6 *Creditors' Objection to LMI's Motion for Protective Order and Motion to Quash* filed
7 simultaneously herewith.

8 3. Attached as Exhibit A is a true and correct copy of the relevant pages of the
9 transcript of hearing held on January 9, 2024 in the above-referenced chapter 11 case.

10 4. Attached as Exhibit B is a true and correct copy of the relevant pages of the
11 transcript of hearing held on February 12, 2024 in the above-referenced chapter 11 case.

12 I certify under penalty of perjury that the foregoing information is true and correct to the
13 best of my knowledge, information and belief, and I understand that I am subject to punishment if
14 any of the foregoing statements made by me are willfully false. Executed this 11th day of April
15 2024, in Roseland, New Jersey.

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18 Michael A. Kaplan, Esq.
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Exhibit A

1 UNITED STATES BANKRUPTCY COURT
2 NORTHERN DISTRICT OF CALIFORNIA

3 -oOo-

4 In Re:) Case No. 4:23-Bk-40523
5 THE ROMAN CATHOLIC BISHOP OF) Chapter 11
6 OAKLAND)
7 Debtor.) Oakland, California
8) Tuesday, January 9, 2024
9) 9:00 AM
10)
11)
12)
13)
14)

CLAIMS MOTION TO ALLOW FILING
OF LATE PROOFS OF CLAIM
F.R.B.P. 9006(B)(1). FILED
BY WBS CLAIMANTS (DOC. 607)

JOINT MOTION FOR ENTRY OF
ORDER REFERRING PARTIES TO
MEDIATION, APPOINTING
MEDIATORS, AND GRANTING
RELATED RELIEF, FILED BY
DEBTOR THE ROMAN CATHOLIC
BISHOP OF OAKLAND (DOC. 705)

STATUS CONFERENCE

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

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3 Matt Weiss
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17 Court Recorder: DA'WANA CHAMBERS
18 United States Bankruptcy Court
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20 Oakland, CA 94612

21 Transcriber: RIVER WOLFE
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23 7227 N. 16th Street
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24 Proceedings recorded by electronic sound recording;
25 transcript provided by transcription service.

1 THE COURT: All right. Very good. Okay. Well, I'll
2 reserve 9:30 for you, okay, next Wednesday.

3 MR. WEISENBERG: Thank you, Your Honor.

4 THE COURT: You're welcome.

5 MR. WEISENBERG: And if it's okay with you, if the
6 parties are able to agree, then we'll submit something to the
7 Court indicating as such, and if not, we'll --

8 THE COURT: Yeah. I mean, I had no other independent
9 problems with the order.

10 MR. WEISENBERG: Okay.

11 THE COURT: Okay.

12 MR. WEISENBERG: Thank you, Your Honor.

13 THE COURT: So that's fine. Okay.

14 All right. Does that resolve that as far as we go?

15 MS. UETZ: Yeah. Just for clarity, I'll circulate a
16 proposed order --

17 THE COURT: Okay.

18 MS. UETZ: -- with that one change tomorrow.

19 THE COURT: Okay. The other call's at 1:30? Okay.

20 Okay. I wanted to talk a little bit about where we
21 were with respect to the order after a very lengthy hearing
22 with respect to some of the discovery matters on the insurance
23 side. I think there have been -- there's been an exchange of
24 orders, and there have been some declarations and other
25 pleadings filed. I want to give you just a couple of

1 observations about that.

2 In my view, I mean, if someone wants to bring a
3 companion motion to veil on my motion, I guess they can,
4 although I'll have a comment about that too. What we largely
5 resolved in connection with the earlier hearings, in which I
6 granted some requests, denied others, and this went as well to
7 some of the what we can call the internal documents from the
8 insurance companies, I don't think I was asked to resolve and I
9 don't think I did resolve what was attorney-client privilege.
10 That is a sometimes-moving target.

11 I'll make the observation that I tend to -- I take
12 that relatively seriously, both because if it is waived or
13 breached, it's a big deal, but also because I think there can
14 sometimes be efforts to cloak something in attorney-client
15 privilege that arguably is not necessary to that relationship
16 or is overstated or is not something on which legal advice is
17 truly sought. I mean, I've never had anybody CC their lawyer
18 with their grocery list and later claim it's attorney-client
19 privilege, but someday I will. So I'm not resolving that, but
20 I'm suggesting I take a fairly rigorous view of that question.
21 Okay.

22 Work product, again, work product to me is something
23 that is produced in connection with litigation. So again, I
24 don't think I resolved it, but I would suggest that my view of
25 that is rigorously questioning. Okay.

1 With respect to relevance, I think we did resolve
2 that. And I think that the long discussion we had, I found
3 very helpful. And if anybody wants to either appeal my order
4 or argue that it should be deemed a final order, you can do
5 that. But in my view, we thoroughly exhausted the relevance
6 arguments. So for better or for worse, that's my sense of
7 that. Okay.

8 Mr. Plevin, you want to say something?

9 MR. PLEVIN: Briefly, Your Honor. So I did not join
10 the LMI motion. My client did not. So I'm not going to speak
11 about that.

12 THE COURT: Yeah, we're going to -- we're going to
13 come to that in a second --

14 MR. PLEVIN: Right.

15 THE COURT: -- and I think I'm needing some
16 clarification on that myself. All right. Go ahead.

17 MR. PLEVIN: So the dispute that was laid out in the
18 two certifications and the declaration was really, it really
19 comes down to one paragraph and one issue.

20 THE COURT: Yep.

21 MR. PLEVIN: And that is that when we -- there were
22 some open issues about definitions and phrasing of some of the
23 requests, and we had a meet-and-confer. There were a lot of
24 people on it. There were some respects in which we expressed
25 some concerns about a definition or something, and the

Exhibit B

1 UNITED STATES BANKRUPTCY COURT
2 NORTHERN DISTRICT OF CALIFORNIA

3 -oOo-

4 In Re:) Case No. 4:23-bk-40523
5 THE ROMAN CATHOLIC BISHOP OF) Chapter 13
6 OAKLAND) Oakland, California
7 Debtor.) Monday, February 12, 2024
8) 10:00 AM
9)
10 ADV#: 23-04028
11 THE ROMAN CATHOLIC BISHOP OF
12 OAKLAND, ET AL. v. PACIFIC
13 INDEMNITY, ET AL.

14 SCHEDULING CONFERENCE

15 STATUS CONFERENCE

16 STATUS CONFERENCE

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

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

1 write as a comment under my opportunity under our Local Rule
2 5011, with respect to the motion to withdraw the reference. So
3 I will defer -- why don't I start with Ms. Uetz and see if
4 there's anything she wants to tell me right -- organization or
5 how we proceed?

6 MS. UETZ: Your Honor, I like the organization that
7 you just suggested. I think that we'll have some comments
8 following Your Honor's statements, but they may inform what I
9 would otherwise say. So if you wouldn't mind proceeding as
10 you've outlined, I think that makes perfect sense.

11 THE COURT: Yeah, I'm happy to.

12 MS. UETZ: Thank you.

13 THE COURT: Well, do we have anybody else from Duane
14 Morris here because they really were the principal --

15 MR. REINHARDT: That's me, Your Honor. Nate
16 Reinhardt. I'll be Mr. Rubin's eyes and ears, I guess, for
17 this, but anything you say, I'll relay to him as well.

18 THE COURT: Okay. Okay. All right. Well, let me
19 proceed in two fashions. I think what I heard from Mr. Rubin
20 last week was that the extent the motion for clarification was
21 concerned about matters that were truly matters of privilege,
22 whether they be attorney-client or work product, that that was
23 no longer an issue, that the parties had discussed privilege
24 issues. And I don't know if the parties literally agreed that
25 nothing in the 2004 exam request was meant to obliterate any

1 privilege, but I can tell you right now, it was not my intent
2 to obliterate any privileges. So to the extent that's an issue
3 that's off the table, that's appropriate for all purposes.

4 Having said that, I probably made a comment or two
5 about what might be the proper scope of privileges or work
6 product, and I'll circle back to that when I get into what my
7 thinking was in giving the ruling that I believe I gave on
8 November 14th. So number one, I'm glad that privilege issues
9 are being dealt with responsibly by the parties. That's
10 terrific.

11 To the extent that what Mr. Rubin was telling me was
12 he was genuinely uncertain what my ruling was, I find that very
13 difficult to accept, having read the transcript. We had
14 lengthy argument about the categories that were being
15 requested. I will give you this -- and Mr. Plevin, I think in
16 particular was helpful in focusing us on this particular aspect
17 of the motion. It was arguably, from the insurance company's
18 perspective, a moving target in that the initial request was
19 not exactly the same thing as the request as articulated in the
20 reply brief, where I think Mr. Plevin identified six
21 categories, and the committee, I think, identified basically
22 six categories of documents.

23 But we certainly moved, I thought quite, adeptly into
24 that discussion, and it was a long standing discussion. And
25 everybody except Mr. Schiavoni got to make their thoughts

1 known. I'll come back to Mr. Schiavoni's characterization of
2 that in a few minutes, with which I thoroughly disagree. And
3 I'll tell you why.

4 But what I was trying to articulate through my
5 questions and through my ruling was that I thought there was a
6 difference between a 2004 exam, which is meant to get
7 information about the debtor's assets, liabilities, financial
8 condition, and the matters necessary to administer the case and
9 do what you need to do in the course of a bankruptcy case, and
10 litigation issues, which are going to be dealt with differently
11 in the AP.

12 And if I was not clear about that, I'm not sure how I
13 could have made myself any clearer. That was a theme
14 throughout my comments and my questions. And that was how I
15 approached the decision that I made at the end of the hearing,
16 which I think is articulated at pages 175 and 176 of the
17 transcript, to not require that there be, at least for now, any
18 production or disclosure of matters having to do with the
19 resolution of claims in prior cases. In my view, that was much
20 more of a sort of a litigation-type posture. I didn't think it
21 was necessary or appropriate to get into that.

22 I did think that there were three categories that,
23 while I think they might in some ways arguably have been
24 litigation-related rather than 2004-related, and those are, as
25 I said, the current claims files, the reserve working papers,

1 and the underwriting information. I thought those were all
2 fair game for a discovery because in my view, they were in some
3 ways the mirror image of the claim information. The claim
4 information is one side of the ledger. What the insurance
5 companies are doing about it is the other side of the ledger.
6 So that was my thinking in making that ruling, and I thought it
7 was quite clear.

8 Where I left a little bit of room for you folks to
9 discuss was being more precise than I probably was being about
10 what those categories mean because you know that better than I
11 do. So what I did say is, please get in a room and talk about
12 these categories so that you're talking about the same thing
13 and that you're defining them the same way and that we can get
14 closure on this. And that was the point of my ruling and that
15 was my ruling. So to the extent there's an argument that it
16 wasn't clear, I simply can't accept that.

17 So to the extent this is a motion for clarification,
18 I'm going to deny it. I don't think clarification was
19 necessary. And I think the party filing the motion for
20 clarification could simply have done what everybody else did,
21 which was try to get in the same room and talk about these
22 categories. But rather than do that, they up with a motion for
23 clarification, which I just don't think really makes any sense.

24 To the extent there's an argument that the relevancy
25 concerns were not fully articulated and these materials weren't

1 relevant, again, for the reasons I set forth during my ruling,
2 I believe they were. And I'll go a little bit further and say
3 something that I think was probably implicit in my ruling, but
4 I'll say it more directly. One cannot survey the scattered
5 history of mediations in these types of cases and come up with
6 the idea that anybody has figured out how to do them perfectly.
7 Far from it. I don't think you can pull any rule from those
8 experiences, as far as I can tell, as to what's the perfect way
9 to get a mediation or get people the information they need.

10 So I think we need to be sensitive to possibly doing
11 things a little bit differently. And it was my theory that
12 having the insurance companies provide this information was
13 going to help that process and was going to get everybody into
14 the mediation with the optimum amount of information. On the
15 debtor to committee side, that's the claim information produced
16 to the insurers. From the insurers, that is a snapshot of
17 where they are with their evaluations. And in my view, those
18 are simply mirror images of each other. I did not think there
19 was anything necessarily categorically confidential or
20 privileged about that information. To the extent something
21 truly is privileged, I was not intending to obliterate that,
22 and the parties can work through that.

23 So that was my ruling. I stand by it. I continue to
24 think for those reasons that there was relevancy established,
25 at least for the limited purposes of a 2004 exam, which again,

1 I'm contrasting with litigation theories. Okay. Litigation is
2 a whole other story, and you're going to get into that in the
3 AP. That is different. So for all those reasons, I'm going to
4 deny the motion for clarification and/or for reconsideration.
5 I will not get into whether it's really a motion for
6 reconsideration. Arguably it isn't, but that's really neither
7 here nor there.

8 I do want to make one other point. Mr. Schiavoni was
9 perceptive enough, I guess, at the last hearing to attempt to
10 remind me that we had a very long hearing and that at one point
11 he asked to speak and was not permitted to do so. That's true.
12 But when I went back and looked at the transcript, I reminded
13 myself that the reason that that wasn't true was because Mr.
14 Schiavoni had not filed papers with respect to that issue. And
15 I turned to the other side, and I said, do you have any
16 objection to one more person arguing this from the insurers'
17 side? The answer was yes. And I said, okay, I'm sustaining
18 that objection.

19 So let me just say this and leave it at that. Far
20 from that being a result of everybody being tired or me being
21 arguably discourteous, there was a very good reason why in that
22 instance Mr. Schiavoni didn't add to what Mr. Plevin had
23 already said with great articulation. So that point is --
24 that's all I want to say about that, and I want to leave it at
25 that.

1 So I would ask the committee, who I think was the
2 principal responding party with respect to the motion for
3 clarification, to prepare an order that is simply for the
4 reasons stated on the record, the motion is denied. And I
5 would move off to the APs and some thoughts about the
6 withdrawal of the reference.

7 Anything else?

8 No? Okay. Would it be -- let me begin this
9 discussion this way. Obviously, a motion to withdraw the
10 reference is not directed to me. I will not decide it. And it
11 would not be appropriate for me to support or oppose it
12 necessarily. I do have this right in our Local Rules to
13 comment on it. And I realized that on the one hand, I don't
14 think we have any opposition papers yet on the motions to
15 withdraw the reference; is that correct?

16 MS. UETZ: Correct, Your Honor.

17 THE COURT: Okay. Having said that, there are a
18 couple of -- if it's going to be helpful, there are a couple
19 comments I would make. So if you want to tell me where you are
20 before I say anything, I'm delighted to hear it. If you're
21 ready to hear some thoughts from me, I'm happy to give you
22 them.

23 MS. UETZ: Your Honor, we'd prefer to hear your
24 thoughts again, just because for the debtor --

25 THE COURT: Okay.