

**McMANIMON, SCOTLAND
& BAUMANN, LLC**

75 Livingston Avenue, Second Floor
Roseland, NJ 07068
(973) 622-1800

Richard D. Trenk (rtrenk@msbnj.com)

Robert S. Roglieri (rroglieri@msbnj.com)

*Counsel for The Diocese of Camden, New Jersey,
Chapter 11 Debtor and Debtor-in-Possession*

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

THE DIOCESE OF CAMDEN, NEW JERSEY,

Debtor.

Chapter 11

Case No. 20-21257 (JNP)

Hearing Date and Time:
February 24, 2021 at 10:00 p.m.

**OMNIBUS OBJECTION TO MOTION PURSUANT TO
RULE 2004 SEEKING AN ORDER AUTHORIZING
REQUESTS FOR PRODUCTION OF DOCUMENTS
DIRECTED TO DEBTOR AND AN ADJOURNMENT OF
THE DISCLOSURE STATEMENT HEARING**

The Diocese of Camden, New Jersey, Chapter 11 debtor and debtor-in-possession (the “Diocese”), by and through its undersigned counsel, hereby files this objection to: (i) the *Motion Pursuant to Rule 2004 Seeking an Order Authorizing Requests for Production of Documents Directed to Debtor*[¹] and an *Adjournment to the Disclosure Statement Hearing* [ECF 354] (the “Motion”) filed by Century Indemnity Company, as Successor to Insurance Company of North America (“Century”); and (ii) the joinder to the Motion (the “GS/LIC Joinder”) [ECF 369] filed

¹ Century uses the terms “Debtor” and “Debtors” interchangeably throughout the Motion. For the avoidance of any doubt, there is only one “Debtor” in this proceeding.

by Granite State Insurance Company and Lexington Insurance Company (collectively, “GS/LIC”) and respectfully represents as follows:

PRELIMINARY STATEMENT

1. Century’s frivolous and procedurally unnecessary Motion is nothing more than a waste of judicial and estate resources. The Motion was filed on January 20, 2021. Since that time, the Diocese has repeatedly stated that it would accept service of a Rule 2004 subpoena that complied with D.N.J. LBR 2004-1. Despite these repeated requests, Century and GS/LIC (and all of the other insurers) have refused to do so – forcing prosecution of this Motion, which achieves nothing for Century or the other insurance companies. This is not a motion to compel. Century achieves nothing through this Motion except for authorization to serve a subpoena (which it would have without incurring Century’s and the Diocese’s attorneys’ fees if it just filled out the national form Rule 2004 subpoena).

2. In addition, the Diocese has repeatedly stated that it will produce documents to the insurance companies, including Century, upon entry into a reasonable confidentiality order² – which it has done with both committees. Century has, however, entrenched itself in the position that it should be able to use **any** confidential information in its questioning of witnesses and other investigation, without any notice to the Diocese.

3. Instead of trying to work through either of these issues, Century has chosen to waste time (over a month) and attorneys’ fees for itself and the Diocese in order to obtain an order from this Court authorizing it to issue a subpoena.

BACKGROUND

4. On January 20, 2021, Century filed the Motion. [ECF 354]. The Motion attaches “Proposed Requests for Production” (the “Proposed Requests”) as Exhibit B to the Motion. Id.

² The Diocese asserts that the form of Confidentiality Order on the District Court website is appropriate.

5. On the same date, Century filed an Application for an Order Shortening Time in connection with the Motion (the "Application"). [ECF 360]. The Diocese opposed the Application. [ECF 361]. In its opposition, the Diocese made clear that it would accept service of a Rule 2004 subpoena in accordance with D.N.J. LBR 2004-1:

The Application and the Motion are complete wastes of judicial resources for various reasons. First, the Motion fails to comply with Local Bankruptcy Rule 2004-1(a), in that Century could have avoided motion practice by simply asking the Diocese to accept the subpoena. D.N.J. LBR 2004-1(a) ("A motion under Bankruptcy Rule 2004(a) is not required if the party from whom an examination or document production is sought agrees to voluntarily appear or produce documents."). The Diocese is willing to voluntarily produce documents pursuant to the subpoena, rendering the Motion and, therefore, the Application, moot.

Id.

6. Century has not issued a subpoena in accordance with D.N.J. LBR 2004-1.

7. GS/LIC has not issued a subpoena in accordance with D.N.J. LBR 2004-1.

8. In addition, the Diocese repeated its request that Century and the other insurance companies enter into a confidentiality order:

Second, the Diocese has already made clear to Century's counsel that it would provide the documents requested in Request 1 of the Motion subject to a confidentiality order. A draft confidentiality order was provided to Century's counsel (and all other insurance counsel). The draft confidentiality order is attached hereto and mirrors the form confidentiality order for the District of New Jersey. Century's counsel has refused to provide comments to the proposed confidentiality order. The time used to draft the Application and Motion could have been used to review the confidentiality order and this issue would be resolved. Thus, any need for an expedited hearing is self-created.

Id.

9. Century has refused to enter into a reasonable confidentiality order with the Diocese.

10. GS/LIC has refused to enter into a reasonable confidentiality order with the Diocese.

11. Finally, the Diocese expressed the fact that it had already produced relevant documents to Century:

Third, the Diocese already produced thousands of pages of insurance policies to every insurance carrier's attorney in this matter. Thus, Request 2 has already been full responded to, rendering that aspect of the Motion moot, as well.

Id.

12. Not only has the Diocese expressed these concerns to Century through its objection to the Application, the Diocese has had numerous emails, phone calls and other communications with Century's counsel on these topics.

a. On January 18, 2021 (before the Motion was filed) the Diocese emailed all insurance counsel stating that it would produce documents pursuant to a confidentiality order.

b. On January 20, 2021, the Diocese provided a draft confidentiality order to insurance counsel, including Century, and requested comments. The current draft of the confidentiality order is annexed hereto as **Exhibit A**.

c. The Diocese exchanged no less than 50 emails with counsel to Century regarding the confidentiality order, the Motion and resolution of same. In addition, counsel for the Diocese made various requests for Century's counsel to have a call, which was repeatedly ignored.

d. Following a status conference where Century's counsel agreed to a 3:00 p.m. call, the Diocese attempted to set up said call at 3:00 p.m. and counsel for Century stated that he was no longer available.

e. The Diocese hosted a conference call on February 5, 2021 to discuss revisions to the confidentiality order with all of the insurance companies. Counsel for the Diocese circulated a revised form of confidentiality order on February 7, 2021. As of the filing of this objection, over a week has passed. The only insurance counsel that has responded is counsel for GS/LIC, indicating that he is still reviewing the order. Century has not provided any response.

13. Despite every effort to resolve the issues set forth in the Motion amicably, Century's continuous roadblocks have prohibited any ability to move forward.

LEGAL ARGUMENT

THE PROPOSED ORDER IS INAPPROPRIATE AS THIS IS NOT A MOTION TO COMPEL PRODUCTION

4. The Diocese objects to any attempt by Century to treat the Motion as a motion to compel the Diocese to produce documents. In this regard, the proposed order submitted with the Motion states that: "The Debtor is directed to produce all documents and information responsive to Century's discovery requests and to deliver such documents and information to the attention of Tancred Schiavoni, at O'Melveny & Myers LLP, Times Square Tower, 7 Times Square, New York, New York 10036-6537 within fourteen (14) days after entry of this order or at such other place and time as may be agreed upon by the parties." [ECF 354].³ This provision must be removed from the Order.

5. As set forth above, Century has not filed a motion to compel. Indeed, it would be impossible for it to do so, because it has not served a subpoena. Thus, any language "directing" the Diocese to comply with anything is inappropriate. Any order entered must be clear that all of the Diocese's rights are reserved with respect to interposing objections (including, but not limited to, objections relating to relevance, privilege, and burden) to any subpoena issued by Century. Because the subpoena has not yet been issued, it would be inappropriate for the Diocese to interpose such objections at this juncture. The Diocese, however, is not waiving any of its rights.

6. For example, with respect to Proposed Request #1, and without prejudice to the Diocese's right to assert other objections, the Diocese asserts that certain documents must remain

³ Century failed to comply with D.N.J. LBR 9013-4(a) which requires the proposed form of order to be filed as a separate document.

“confidential” or “for attorneys’ eyes only.” In this regard, the Diocese requested entry into a confidentiality order, the details of which are set forth above. The Diocese reserves the right to file a motion seeking a protective order once a subpoena has been issued if Century refuses to enter into a Confidentiality Order.

7. Without prejudice to the Diocese’s right to assert other objections, the Diocese also believes that it would be an undue burden to respond to Proposed Request #2. The Diocese has already produced each of the insurance policies to every single insurance company, including Century. In this regard, the Diocese provided a DropBox link to the insurance companies (including Century) on December 21, 2020, which included approximately 3,000 pages of insurance policies. See **Exhibit B** annexed hereto. Forcing the Diocese to re-produce these documents would be an undue burden.

8. The Diocese also reserves the right to object to the relevance of Century’s Proposed Requests. Century states that it requires the documents for analysis of the Diocese’s disclosure statement. Century is not a creditor of the Diocese, is not part of any class in a plan, and has no voting rights in connection with the Plan. Thus, its need for financial documents is speculative, at best. Century is either liable under its insurance contract or it is not. The Diocese’s finances have no bearing on this issue.

9. Moreover, any documents that relate to insurance are not properly sought through a Rule 2004 subpoena. In this regard, “once an adversary proceeding or contested matter is commenced, discovery should be pursued under the Federal Rules of Civil Procedure and not by Rule 2004,” In re Enron Corp., 281 B.R. 836, 840 (Bankr. S.D.N.Y. 2002); In re Bennett Funding Group, Inc., 203 B.R. 24, 28 (Bankr. N.D.N.Y. 1996) (“The well recognized rule is that once an adversary proceeding or contested matter has been commenced, discovery is made

pursuant to the Fed. R. Bankr. P. 7026 *et seq.*, rather than by a Fed. R. Bankr. P. 2004 examination.”); In re Washington Mut., Inc., 408 B.R. 45, 50 (Bankr. D. Del. 2009). This principle also applies to pending state court litigation. See Snyder v. Society Bank, 181 B.R. 40, 42 (S.D. Tex. 1994) *aff’d sub nom. In re Snyder*, 52 F.3d 1067 (5th Cir. 1995). “The pending proceeding rule is based on the different safeguards that attend Rule 2004 and civil litigation discovery, and reflects a concern that a party to litigation could circumvent his adversary’s rights by using Rule 2004 rather than civil discovery to obtain documents or information relevant to the lawsuit.” In re Sunedison, Inc., 572 B.R. 482, 490 (Bankr. S.D.N.Y. 2017) (citing Wash. Mut., Inc., 408 B.R. at 51; In re Glitnir banki hf., No. 08-14757 (SMB), 2011 WL 3652764, at *4 (Bankr. S.D.N.Y. Aug. 19, 2011); Enron Corp., 281 B.R. at 840–41; Bennett Funding Group, 203 B.R. at 29–30).

10. As the Court is aware, the Diocese filed an adversary complaint against Century and the other insurance companies. See Adv. Pro. No. 20-1573 (JNP). Thus, any insurance related information must be sought through the adversary proceeding, with all the safeguards afforded to litigants in civil discovery.

11. Thus, to the extent the Court considers granting any relief, paragraph 4 of the proposed order⁴ must be stricken. Any order must preserve the Diocese’s rights to object to the requests in the subpoena.

RESERVATION OF RIGHTS

12. The Diocese preserves all of its claims, causes of actions and rights, including, but not limited to, its rights to (i) object to any subpoena issued by Century; (ii) raise additional objections to the Proposed Requests than those set forth herein; and/or (iii) seek a protective order from this Court in connection with any subpoena served by Century.

⁴ The proposed form of order fails to comply with D.N.J. LBR 9013-4(b).

EXHIBIT A

**McMANIMON, SCOTLAND
& BAUMANN, LLC**

75 Livingston Avenue, Second Floor

Roseland, NJ 07068

(973) 622-1800

Richard D. Trenk (rtrenk@msbnj.com)

Robert S. Roglieri (rroglieri@msbnj.com)

*Counsel for The Diocese of Camden, New Jersey,
Chapter 11 Debtor and Debtor-in-Possession*

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

THE DIOCESE OF CAMDEN, NEW JERSEY,

Debtor.

Chapter 11

Case No. 20-21257 (JNP)

DISCOVERY CONFIDENTIALITY ORDER

THIS MATTER having been brought before the Court by McManimon, Scotland & Baumann, LLC, attorneys for The Diocese of Camden, New Jersey, the chapter 11 debtor and debtor-in-possession (the “Debtor”); and with the consent of the parties hereto having been obtained with respect to this Order; and good cause having been shown;

IT IS on this _____ day of _____, 2021,

ORDERED as follows:

1. Any party to this confidentiality agreement and any third party shall have the right to designate as “Confidential” and subject to this Order any information, document, or thing, or portion of any document or thing: (a) that contains sensitive financial or other confidential information, or (b) that contains private or confidential personal information, or (c) that contains information received in confidence from third parties. Any party to this confidentiality agreement

or any third party covered by this Order, who produces or discloses any Confidential material, including without limitation any information, document, thing, interrogatory answer, admission, pleading, or testimony, shall mark the same with the foregoing or similar legend: “CONFIDENTIAL” or “CONFIDENTIAL – SUBJECT TO DISCOVERY CONFIDENTIALITY ORDER” (hereinafter “Confidential”).

2. Any party to this confidentiality agreement and any third party shall have the right to designate as “Attorneys’ Eyes Only” and subject to this Order any information, document, or thing, or portion of any document or thing that contains highly sensitive business or personal information, the disclosure of which is highly likely to cause significant harm to an individual or to the business or competitive position of the designating party. Any party to this confidentiality agreement or any third party who is covered by this Order, who produces or discloses any Attorneys’ Eyes Only material, including without limitation any information, document, thing, interrogatory answer, admission, pleading, or testimony, shall mark the same with the foregoing or similar legend: “ATTORNEYS’ EYES ONLY” or “ATTORNEYS’ EYES ONLY – SUBJECT TO DISCOVERY CONFIDENTIALITY ORDER” (hereinafter “Attorneys’ Eyes Only”).

3. All Confidential material shall be used by the receiving party solely for purposes of: (1) the prosecution or defense of this action and any adversary proceeding brought in connection with this action; and (2) analysis of potential insurance coverage in connection with the claims at issue in this action, including without limitation any mediation, arbitration or litigation in connection with same (collectively such uses referred to herein as “Insurance Coverage Analysis or Disputes”), shall not be used by the receiving party for any business, commercial, competitive, personal or other purpose¹, and shall not be disclosed by the receiving

¹ Specifically, not by way of limitation, no documents or other information which is marked “Confidential” shall be posted on any social media or similar site, used in connection with any media, press release or other news source.

party to anyone other than those set forth in Paragraph 4, unless and until the restrictions herein are removed either by written agreement of the parties, or by Order of the Court; *provided, however,* nothing contained herein shall bar or limit the use of Confidential Information to investigate claims, question witnesses and/or prosecute objections to claims pursuant to Section 502 of the Bankruptcy Code, *provided, however,* that any documents filed in support of such objections must comply with Paragraph 9 of this Order. It is, however, understood that counsel for a party may give advice and opinions to his or her client solely relating to the uses permitted herein based on his or her evaluation of Confidential material, provided that such advice and opinions shall not directly reveal sensitive financial or other confidential information, personally identifiable information or information received in confidence from third parties except by prior written agreement of counsel for the parties or by Order of the Court.

4. Confidential material and the contents of Confidential material may be disclosed only to the following individuals in connection with either this Action or Insurance Coverage Analysis or Disputes under the following conditions:

- a. Outside counsel (herein defined as any attorney at the parties' outside law firms) and relevant in-house counsel for the parties;
- b. Outside experts or consultants retained by outside counsel for purposes of this action, provided they have signed a non-disclosure agreement in the form attached hereto as Exhibit A;
- c. Secretarial, paralegal, clerical, duplicating and data-processing personnel of the foregoing;
- d. The Court and court personnel and/or mediators or arbitrators and their personnel;

- e. Any deponent may be shown or examined on any information, document or thing designated Confidential if it appears that the witness authored or received a copy of it, was involved in the subject matter described therein or is employed by the party who produced the information, document or thing, or if the producing party consents to such disclosure;
 - f. Vendors retained by or for the parties to assist in preparing for pretrial discovery, trial and/or hearings including, but not limited to, court reporters, litigation-support personnel, jury consultants, individuals to prepare demonstrative and audiovisual aids for use in the courtroom or in depositions or mock jury sessions, as well as their staff, stenographic, and clerical employees whose duties and responsibilities require access to such materials; and
 - g. The parties. The Parties shall include insurers that are alleged to have insured the Diocese and /or any of the non-debtor parishes or schools of the Diocese (“Insurers”), *provided, however*, that any Insurer must be a party to this Confidentiality Order prior to disclosure of any documents. In the case of parties that are corporations or other business entities, “party” shall mean (1) duly authorized personnel who are required to participate in decisions with reference to this lawsuit and/or Insurance Coverage Analysis or Disputes, including, but not limited to the Bishop, the Vicar General, and the Diocesan Finance Officer and (2) the reinsurers of Insurers. For the avoidance of doubt, all “parties” are bound by this Confidentiality Order.
5. Confidential material shall be used only by individuals permitted access to it under

Paragraph 4, and such persons necessary for investigating and/or prosecuting objections to claims pursuant to Section 502 of the Bankruptcy Code and/or Insurance Coverage Analysis or Disputes. Such use includes investigating and/or prosecuting objections to claims pursuant to Section 502 of the Bankruptcy Code and/or Insurance Coverage Analysis or Disputes, including the questioning of witnesses. If any Insurer intends to use Confidential material to question any witness, (i) it shall provide the Diocese with no less than 10 days' written notice to Richard Trenk, Esq. (rtrenk@msbnj.com) and Robert Roglieri, Esq. (rroglieri@msbnj.com) of the name of the witness and the Confidential material to be used, and (ii) in the case of any Confidential material that relates to a survivor, it shall provide The Official Committee of Tort Claimant Creditors (the "Committee") with no less than 10 days' written notice to Michael Kaplan, Esq. (mkaplan@lowenstein.com) and Brent Weisenberg, Esq. (bweisenberg@lowenstein.com) of the name of the witness and the Confidential material to be used. The Diocese or the Committee shall have 5 days to object to the use of such Confidential material and/or require a nondisclosure agreement. To the extent a dispute cannot be resolved, the Insurer's shall have the right to request a determination by the Bankruptcy Court. Confidential material, copies thereof, and the information contained therein, shall not be disclosed in any manner to any other individual, until and unless (a) outside counsel for the party asserting confidentiality waives the claim of confidentiality, or (b) the Court orders such disclosure.

6. With respect to any depositions that involve a disclosure of Confidential material of a party to this action, such party shall have until 30 days after receipt of the deposition transcript within which to inform all other parties that portions of the transcript are to be designated Confidential, which period may be extended by agreement of the parties. No such deposition transcript shall be disclosed to any individual other than the individuals described in Paragraph

4(a), (b), (c), (d) and (f) above and the deponent during these 30 days, and no individual attending such a deposition shall disclose the contents of the deposition to any individual other than those described in Paragraph 4(a), (b), (c), (d) and (f) above during said thirty 30 days. Upon being informed that certain portions of a deposition are to be designated as Confidential, all parties shall immediately cause each copy of the transcript in its custody or control to be appropriately marked and limit disclosure of that transcript in accordance with Paragraphs 3 and 4.

7. Material produced and marked as Attorneys' Eyes Only may be disclosed only to outside counsel for the receiving party and to such other persons as counsel for the producing party agrees in advance or as Ordered by the Court.

8. If counsel for a party receiving documents or information designated as Confidential or Attorneys' Eyes Only hereunder objects to such designation of any or all of such items, the following procedure shall apply:

- a. Counsel for the objecting party shall serve on the designating party or third party a written objection to such designation, which shall describe with particularity the documents or information in question and shall state the grounds for objection. Counsel for the designating party or third party shall respond in writing to such objection within 5 days, and shall state with particularity the grounds for asserting that the document or information is Confidential or Attorneys' Eyes Only. If no timely written response is made to the objection, the challenged designation will be deemed to be void. If the designating party or nonparty makes a timely response to such objection asserting the propriety of the designation, counsel shall then confer in good faith in an effort to resolve the dispute.

b. If a dispute as to a Confidential or Attorneys' Eyes Only designation of a document or item of information cannot be resolved by agreement, the proponent of the designation being challenged shall present the dispute to the Court initially by filing a formal motion for an order regarding the challenged designation. The document or information that is the subject of the filing shall be treated as originally designated pending resolution of the dispute. The proponent of confidentiality retains the burden of establishing confidentiality.

9. All requests to seal documents filed with the Court shall comply with D.N.J. LBR 9018-1 and/or similar applicable rules in connection with the litigation of any insurance coverage disputes.

10. If the need arises during any hearing before the Court for any party to disclose Confidential or Attorneys' Eyes Only information, it may do so only after giving notice to the producing party and as directed by the Court.

11. To the extent consistent with applicable law, the inadvertent or unintentional disclosure of Confidential material that should have been designated as such, regardless of whether the information, document or thing was so designated at the time of disclosure, shall not be deemed a waiver in whole or in part of a party's claim of confidentiality, either as to the specific information, document or thing disclosed or as to any other material or information concerning the same or related subject matter. Such inadvertent or unintentional disclosure may be rectified by notifying in writing counsel for all parties to whom the material was disclosed that the material should have been designated Confidential within a reasonable time after disclosure. Such notice shall constitute a designation of the information, document or thing as Confidential under this

Discovery Confidentiality Order.

12. When the inadvertent or mistaken disclosure of any information, document or thing protected by privilege or work-product immunity is discovered by the producing party and brought to the attention of the receiving party, the receiving party's treatment of such material shall be in accordance with Fed R. Civ. P. 26(b)(5)(B). Such inadvertent or mistaken disclosure of such information, document or thing shall not by itself constitute a waiver by the producing party of any claims of privilege or work-product immunity. However, nothing herein restricts the right of the receiving party to challenge the producing party's claim of privilege if appropriate within a reasonable time after receiving notice of the inadvertent or mistaken disclosure.

13. No information that is in the public domain or which is already known by the receiving party through proper means or which is or becomes available to a party from a source other than the party asserting confidentiality, rightfully in possession of such information on a non-confidential basis, shall be deemed or considered to be Confidential material under this Discovery Confidentiality Order.

14. This Discovery Confidentiality Order shall not deprive any party of its right to object to discovery by any other party or on any otherwise permitted ground. This Discovery Confidentiality Order is being entered without prejudice to the right of any party to move the Court for modification or for relief from any of its terms.

15. Nothing in this Order shall be construed as authorizing the Debtor to produce documents that are privileged as to the Debtor or subject to common interest privilege as between the Debtor and Insurers.

16. This Discovery Confidentiality Order shall survive the conclusion of this bankruptcy case and shall remain in full force and effect unless modified by an Order of this Court

or by the written stipulation of the parties filed with the Court.

17. Upon final conclusion of this bankruptcy case, if requested by any party, each party or other individual subject to the terms hereof shall be under an obligation to assemble and to return to the originating source all originals and unmarked copies of documents and things containing Confidential material and to destroy, should such source so request, all copies of Confidential material that contain and/or constitute attorney work product as well as excerpts, summaries and digests revealing Confidential material; however, counsel, Insurers and all other third parties who executed the agreement attached as Exhibit A, may retain a copy of the documents and things as necessary to maintain their respective files.

SO ORDERED.

Honorable Jerrold N. Poslusny, Jr., U.S.B.J.

CONSENTING TO THE ABOVE:

<p>Richard D. Trenk, Esq. Robert S. Roglieri, Esq. McManimon, Scotland & Baumann, LLC 75 Livingston Avenue Roseland, New Jersey 07068 <i>Attorneys for Debtor</i></p>	<p>Clyde & Co US LLP Marianne May, Esq. 200 Campus Drive, Suite 300 Florham Park, NJ 07932 Telephone: (973) 210-6700 and O'Melveny & Myers Tancred Schiavoni, Esq. Times Square Tower 7 Times Square New York, NY 10036 Telephone: (212) 326-2000 <i>Counsel for Counsel for Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America (also improperly pled as Chubb Limited)</i></p>
<p>Sommer L. Ross, Esq. Duane Morris LLP A Delaware Limited Liability Partnership 222 Delaware Avenue, Suite 1600 Wilmington, Delaware 19801 Telephone: 302.657.4951 and Russell W. Rotten, Esq. Jeff D. Kahane, Esq. Andrew E. Mina, Esq. 865 South Figueroa Street, Suite 3100 Los Angeles, CA 90017-5450 Telephone: (213) 689-7400 Facsimile: (213) 402-7079 and Clyde & Co. Catalina Sugayan, Esq. Preetha Jayakumar, Esq. 55 West Monroe Street, Suite 3000 Chicago, IL 60603 Telephone: (312) 635-7000 <i>Counsel for Certain Underwriters at Lloyd's, London and Certain London Market Companies</i></p>	<p>Charles E. Jones, Esq. Moss & Barnett, P.A. Admitted <i>Pro Hac Vice</i> 150 South Fifth Street, Suite 1200 Minneapolis, MN 55402 Telephone: (612) 877-5000 and Rivkin Radler LLP Michael J. Jones, Esq. 25 Main Street Court Plaza North, Suite 501 Hackensack, NJ 07601-7082 Telephone: (201) 287-2460 <i>Counsel for Interstate Fire & Casualty Company</i></p>

<hr/> <p>Joseph L. Schwartz, Esq. Michael J. Rossignol, Esq. Riker, Danzig, Scherer, Hyland & Perretti LLP Headquarters Plaza One Speedwell Avenue Morristown, NJ 07962-1981 <i>Counsel for Lexington Insurance Company and Granite State Insurance Company</i></p>	
---	--

DRAFT

EXHIBIT B

Robert S. Roglieri

From: Robert S. Roglieri
Sent: Monday, December 21, 2020 11:09 AM
To: Daren.McNally@clydeco.us; Marianne.May@clydeco.us; 'Schiavoni, Tancred'; 'Schwartz, Joseph'; mrossignol@RIKER.com; 'Meg Catalano'; charles.jones@lawmoss.com; slross_duanemorris.com; Roten, Russell W.; Catalina.Sugayan@clydeco.us; 'Arthur J. Abramowitz'; 'jprol_lowenstein.com'; Weisenberg, Brent; 'Kaplan, Michael A.'; Bennett, Lynda A.; Jesse, Eric
Cc: 'Martin McKernan'; Richard D. Trenk; Michael Kaplan
Subject: The Diocese of Camden, New Jersey v. Insurance Company of North America, et al.; Adv. Pro. No. 20-01573 (JNP)
Attachments: Letter to counsel for Insurance Defendants re production of insurance policies 4820-2770-8629 v.1.pdf

Counsel,

Please see the attached correspondence.

Best regards,

Robert S. Roglieri, Associate
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue | Suite 201 | Roseland, NJ 07068
Direct Dial: 973-721-5032
Email: rroglieri@msbnj.com
[Website](#)

Connect with MS&B on [LinkedIn](#) | [Twitter](#) | [Instagram](#)

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy, or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail or contact the sender at McManimon, Scotland & Baumann, LLC by phone at (973) 622-1800 and delete the message. Thank you very much.

Writer's Direct Dial: (973) 721-5032
Writer's Direct Fax: (973) 681-7233
rroglieri@msbnj.com

Client/Matter No. 18585-001

December 21, 2020

TO: ALL PARTIES ON THE ATTACHED SERVICE LIST

**Re: The Diocese of Camden, New Jersey v. Insurance Company of North
America, et al.**
Adv. Pro. No. 20-01573 (JNP)

Dear Counsel,

As you are aware, this firm is counsel to The Diocese of Camden, New Jersey (the "Diocese"), the plaintiff in the above-referenced adversary proceeding (the "Adversary Proceeding"). On December 18, 2020, the Honorable Michael B. Kaplan, Chief Judge held a mediation session with all counsel relating to the Adversary Proceeding and the Diocese's underlying bankruptcy. At the mediation session and after, certain counsel requested the policies produced to the Official Committee of Tort Claimant Creditors.

Pursuant to those informal requests, please see the DropBox link, below, which will permit counsel to access documents Bates-stamped DOC-INS_000001 through DOC-INS_002974:

[REDACTED]

The Diocese reserves the right to amend or otherwise supplement this response, and does not waive any of its rights, remedies or defenses in the Adversary Proceeding or the underlying bankruptcy case.

Very truly yours,

/s/ Robert S. Roglieri

Robert S. Roglieri

Enclosures

cc: The Honorable Michael B. Kaplan, Chief Judge (via E-Mail only)
Richard D. Trenk, Esq. (via E-Mail only)
Martin F. McKernan, Jr., Esq. (via E-Mail only)

Service List
(Via E-Mail Only)

Century Indemnity Company:

Daren S. McNally, Esq.
Marianne May, Esq.
Clyde & Co US LLP
200 Campus Drive, Suite 300
Florham Park, NJ 07932
E-mail: daren.mcnally@clydeco.us
marianne.may@clydeco.us

Tancred Schiavoni, Esq.
O'Melveny & Myers, LLC
Times Square Tower
7 Times Square
New York, NY 10036
E-mail: tschiavoni@omm.com

**Lexington Insurance Company
and Granite State Insurance Company:**

Joseph Schwartz, Esq.
Michael Rossignol, Esq.
Riker Danzig Scherer Hyland & Perretti LLP
Headquarters Plaza
One Speedwell Avenue
Morristown, NJ 07962-1981
E-mail: jschwartz@riker.com
mrossignol@riker.com

US Fire and North River:

Meg Catalano, Esq.
Kennedys
120 Mountain View Boulevard
Basking Ridge, NJ 07920
E-mail: Meg.Catalano@kennedyslaw.com

Interstate Fire & Casualty Company:

Charles E. Jones, Esq.
Moss & Barnett, P.A.
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402
E-mail: Charles.jones@lawmoss.com

**Certain Underwriters at Lloyds, London
and Certain London Market Insurers:**

Sommer L. Ross, Esq.
Duane Morris LLP
222 Delaware Avenue, Suite 1600
Wilmington, Delaware 19801
E-mail: slross@duanemorris.com

Russell W. Roten, Esq.
Duane Morris LLP
865 South Figueroa Street, Suite 3100
Los Angeles, CA 90017-5450
E-mail: rwroten@duanemorris.com

Catalina Sugayan, Esq.
Clyde & Co.
55 West Monroe Street, Suite 3000
Chicago, IL 60603
E-mail: catalina.sugayan@clydeco.us

Parishes, Certain Schools, & the Mission:

Arthur J. Abramowitz, Esq.
Sherman, Silverstein, Kohl, Rose & Podolsky, P.A.
308 Harper Drive, Suite 200
Moorestown, New Jersey 08057
E-mail: aabramowitz@shermansilverstein.com

Official Committee of Tort Claimant Creditors:

Jeffrey D. Prol, Esq.
Lynda Bennett, Esq.
Brent Weisenberg, Esq.
Michael Kaplan, Esq.
Eric Jesse, Esq.
One Lowenstein Drive
Roseland, NJ 07068
E-mail: jprol@lowenstein.com
lbennett@lowenstein.com
bweisenberg@lowenstein.com
mkaplan@lowenstein.com
ejesse@lowenstein.com