UNITED STATES BANKRUPTCY COURT
DISTRICT OF MARYLAND

In re: Roman Catholic Archbishop of Baltimore, Debtor.	Chapter 11 Case No. 23-16969-MMH
Roman Catholic Archbishop of Baltimore, et al. *Plaintiffs* v. American Casualty Company of Reading, Pennsylvania, et al. *Defendants.*	Adv. Pro. No. 24-072 **DEFENDANTS HARTFORD ACCIDENT AND INDEMNITY COMPANY, HARTFORD CASUALTY INSURANCE COMPANY, HARTFORD FIRE INSURANCE COMPANY AND TWIN CITY FIRE INSURANCE COMPANY'S OBJECTION TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' MOTION TO INTERVENE**

Hartford Accident and Indemnity Company, Hartford Casualty Insurance Company, Hartford Fire Insurance Company and Twin City Fire Insurance Company (collectively, "Hartford") respectfully submit this objection to *The Official Committee of Unsecured Creditors' Motion to Intervene in Adversary Proceeding No. 24-00072* [Dkt. No. 76] (the "Motion").

The Court should deny the motion to intervene because the Committee satisfies neither the requirements for mandatory intervention under Fed. R. Civ. P. 24(a) nor for permissive intervention under 24(b), made applicable to these proceedings through Federal Bankruptcy Rule 7024. Any interest the Committee may have in whether the insurers provide coverage for abuse claims is already adequately protected by Plaintiffs here, who hold the rights to coverage and bear the obligations to the insurers under the contracts, if any. Permitting the Committee to intervene is unnecessary because the Plaintiffs are fully capable of effectuating their own rights

under their insurance policies. As such, the Committee's proposed intervention will only serve to unnecessarily complicate the Adversary Proceeding and delay resolution of any coverage issues between Plaintiffs and Defendants.

Moreover, the Committee's purported interest in the resolution of this Adversary Proceeding is remote and wholly contingent on a decision that the Maryland Supreme Court has not yet made as to whether the Maryland Child Victim's Act ("CVA") is constitutional. If the Supreme Court holds that the CVA is unconstitutional, as at least one lower court has already held, then substantially all, if not all, of the claims for which Plaintiffs seek coverage will be time-barred.

The Court should deny the Motion.

ARGUMENT

I. Bankruptcy Code § 1109(b) Does Not Create an Unconditional Right for the Committee to Intervene in this Adversary Proceeding

1. The Committee asks this Court to permit it to intervene here pursuant to Fed. R. Civ. P. 24(a)(1), which provides that intervention must be allowed when a statute of the United States confers an unconditional right to intervene. The Committee contends that § 1109(b) of the Bankruptcy Code confers such an unconditional right. *See* Motion ¶10. But the Committee is wrong because the Fourth Circuit has already held that § 1109(b) does not create the type of absolute statutory right that the Committee is claiming *with respect to an adversary proceeding*.

2. The Fourth Circuit drew this critical distinction between contested matters in the chapter 11 case and an adversary proceeding arising in the same chapter 11 case in *In re Richman*, 104 F.3d 654 (4th Cir. 1997), where it relied on the logic expressed by the Fifth Circuit in *Fuel Oil Supply and Terminaling v. Gulf Oil Corp.*, 762 F.2d 1283 (5th Cir. 1985):

> This argument loses much of its force, however, when § 1109(b) is juxtaposed with the procedural rules governing intervention, Rule 24, Fed. R. Civ. P., and Bankruptcy Rule (BR) 7024. First, Rule 24(a)(1), which states that a person may intervene if "a statute of the United States confers an unconditional right" to do so, has been narrowly construed; courts have been hesitant to find unconditional statutory rights of intervention. . . . . The statutes that do confer an absolute right to intervene generally confer that right upon the United States or a federal regulatory commission; private parties are rarely given an unconditional statutory right to intervene. Wright & Miller, *supra,* Civil § 1906. Section 1109(b) is not the type of statute generally considered to provide an absolute right to intervene.
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> We are convinced that Congress must have intended courts to apply Rule 24(a)(2) rather than Rule 24(a)(1) to applications to intervene in bankruptcy adversary proceedings under § 1109(b). This approach allows any party in interest with a stake in the outcome of an adversary proceeding to intervene in that proceeding as of right. This broad right to intervene is consistent with the expansive right to be heard created by § 1109(b). At the same time, however, the bankruptcy court is permitted to control the proceeding by restricting intervention to those persons whose interests in the outcome of the proceeding are not already adequately represented by existing parties.

Fuel Oil, 762 F.2d at 1287 (5th Cir. 1985).[1]

3. The Fifth Circuit explained that a contrary rule would mean that "each individual creditor-perhaps hundreds of them-would be automatic parties to every adversary proceeding connected with the case." *Fuel Oil*, 762 F.2d at 1287. As the Fourth Circuit noted in *Richman*, a "tougher standard was necessary as a means to protect the bankruptcy court from being overwhelmed by a flood of 'automatic parties.'" *In re Richman*, 104 F.3d at 658. Contrary to

[1] Other circuits have likewise held that § 1109(b) does not confer an absolute right to appear in adversary proceedings. *See also In re Thompson*, 965 F.2d 1136, 1142 n.8 (1st Cir. 1992) ("Bankruptcy Code § 1109(b) . . . does not afford a right to intervene under Rule 24(a)(1)."); *In re Kaiser Steel Corp.*, 998 F.2d 783, 790 (10th Cir. 1993) ("Under 11 U.S.C. § 1109(b), a party in interest may appear and be heard on any issue in a case; however, that does not afford a right to intervene under Rule 24(a)(1), even though such 'parties in interest' enjoy the general right to 'monitor' the progress of the chapter 11 case.") (internal citations omitted).

the Committee's footnote, Motion at 3 n.1, the Committee cannot seek to intervene, as a matter of right, pursuant to FRCP 24(a)(1).

II. The Committee Cannot Meet the Legal Standard for Intervention as a Matter of Right under Rule 24(a)(2)

4. The Committee also does not meet the standard to intervene under Rule 24(a)(2) of the Federal Rules of Civil Procedure. That rule allows intervention as a matter of right only when "[o]n timely motion . . . [the applicant] claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant's ability to protect its interest, unless existing parties adequately present that interest." Fed. R. Civ. P. 24(a)(2).

5. Under the law of this Circuit, the Committee must demonstrate that it meets each of the following four factors in order to intervene under Rule 24(a)(2): (1) its motion is timely; (2) it possesses a "direct and substantial interest" in the subject matter of the litigation; (3) the denial of intervention would significantly impair or impede the Committee's ability to protect that interest; and (4) its interest is not adequately represented by existing parties. *In re Richman*, 104 F.3d at 659. A "failure to meet any one of the factors will preclude intervention as of right." *U.S. ex rel. MPA Constr., Inc. v. XL Specialty Ins. Co.*, 349 F. Supp. 2d 934, 937 (D. Md. 2004). Other than timeliness, however, the Committee meets none of these requirements.

6. Courts in the Fourth Circuit have stated that a proposed intervenor must demonstrate a "direct" interest in the proposed action that "bear[s] a close relationship to the dispute between the existing litigants" instead of one that is "remote or contingent." *RLI Ins. Co. v. Nexus Servs., Inc.*, C.A. No. 5:18-cv-00066, 2018 WL 5621982, at *3 (W.D. Va. Oct. 30, 2018). The Committee's supposed interest in the resolution of this Adversary Proceeding is too attenuated to meet this demanding standard.

7. It is attenuated because claim holders do not have a present direct right under Maryland law to pursue claims under the Hartford policies; their rights are derivative and conditioned on their prevailing in tort against the Plaintiffs. *See Harford Mut. Ins. Co. v. Woodfin Equities Corp.*, 687 A.2d 652, 658 (Md. 1997).[2] But that interest is even more remote here because, unlike the other diocesan bankruptcy cases the Committee cites as support, abuse claim holders' rights to hold the Debtor and the other Plaintiffs liable in tort are further conditioned on the Maryland Supreme Court's ruling on the constitutionality of the CVA, which, if that Court deems the CVA unconstitutional, means the vast majority (if not all) of the abuse claim holders' claims against the Debtor vanish entirely. *Accord ARC of Va. v. Kaine,* Civ. No. 3:09cv686, 2009 WL 4884533, at *7 (E.D. Va. Dec. 17, 2009) (holding plan to build new facility was dependent on legislative approval and funding, which was not ripe for judicial intervention because there were "uncertain and contingent events that may not occur as anticipated or may not occur at all."). Committee attorneys and professionals will have nothing to litigate over if the challenges to the constitutionality of the CVA are successful. As such, the Committee's intervention is inappropriate here, or at the very least it is premature for the Court to consider.

8. The Committee's interest is attenuated for another reason. The Committee represents the overall interests of its constituents, yet the Plaintiffs' Amended Complaint asks the Court to make blunderbuss rulings concerning "each" insurer's defense and indemnity obligations for all of the "Underlying Claims and Actions." That "ask" is improper. The Court cannot rule on these requests in the abstract; rather, they require analysis of each claimant's

[2] *See also, e.g.*, *In re Cath. Bishop of N. Alaska*, Bankr. No. F08–00110–DMD, 2009 WL 8446700, at *2 (D. Alaska Mar. 25, 2009) ("Unquestionably, the sex abuse claims are significant interests with regard to the insurance that is to cover such claims. But it is not a protectable interest within the context of this adversary proceeding because Alaska law does not permit a victim to maintain a direct action against the liability insurance company of the tortfeasor.").

particular facts and circumstances, including not only the facts and circumstances of his or her abuse but also the facts and circumstances concerning whether Plaintiffs knew or had reason to know that a particular perpetrator would sexually abuse children. Under Maryland law, Plaintiffs could not be held liable for sexual abuse committed by its clergy unless Plaintiffs knew or had reason to know. That same evidence – if it were elicited – could have devastating consequences for Plaintiffs' claims to coverage because it could support an argument that Plaintiffs expected or intended the bodily injury for which they seek coverage. Under Maryland law, an insurer has potential coverage obligations only for fortuities, not for expected or intended bodily injury.[3] For these reasons, Plaintiffs' ask is impossibly overbroad – no court could grant the relief sought without scrutiny of each underlying claim and each insurer's peculiar contractual obligations for each claimant's claim – and the Committee's interest in that adjudication is remote and attenuated at best.

9. The Committee's involvement and proposed expenditure of estate resources is also inappropriate and unnecessary because the Committee fails to establish that the Debtor and the other Plaintiffs will not adequately represent whatever interests the claimants may have in this Adversary Proceeding. The Committee has no legitimate interest with respect to the insurers' alleged duty to defend, which is an obligation that inures solely to the benefit of the insured, the Plaintiffs here. And with respect to any alleged duty to indemnify, the Motion does nothing to dispel the Debtor's stated intent to maximize its insurance assets, *i.e.* there is nothing to indicate that the Debtor intends to "compromise or concede issues that reduce payments" to

[3] *See Sheets v. Brethren Mut. Ins. Co.*, 679 A.2d 540, 548 (Md. 1996) ("Although our prior cases may have been less than clear in explaining the relevant inquiry, we hold today that an act of negligence constitutes an 'accident' under a liability insurance policy when the resulting damage was 'an event that takes place without [the insured's] foresight or expectation.' . . . In other words, when a negligent act causes damage that is unforeseen or unexpected by the insured, the act is an 'accident' under a general liability policy." (citing *Harleysville Mut. Cas. Co. v. Harris & Brooks, Inc.*, 235 A.2d 556, 557 (Md. 1967))).

creditors. *Compare* Motion ¶24 *with Informational Brief of the Roman Catholic Archbishop of Baltimore* ¶172(b) (Bankr. Dkt. No. 5) ("[C]ommence an adversary proceeding against its insurers . . . as soon as possible following the filing of this chapter 11 case, seeking to establish that claims related to clergy sexual abuse are covered by certain policies of insurance issued to the RCAB by the Insurers or their predecessors and certain related relief . . . ."); Declaration of Annette P. Rolain at Exhibit A, First Day Hr'g Tr. 15:5-8 (Oct. 3, 2023) ("We've also asked the Court to grant certain relief with respect to the automatic stay, to preserve insurance assets which the Debtor believes will be central to providing substantial compensation to survivors."); *Amended Complaint* ¶264 (Adv. Dkt. No. 27) ("Pursuant to the terms of the Insurance Policies, each of the Insurers is obligated to pay in full the expenditures made or to be made by the Archdiocese and Parishes to defend against Underlying Claims and Actions."); *Amended Complaint* ¶271 ("Pursuant to the terms of the Insurance Policies, each of the Insurers is obligated to indemnify the Archdiocese and Parishes for, or pay on their behalf, all sums the Archdiocese and Parishes become obligated to pay, through judgment, settlement, or otherwise, arising out of the Underlying Claims and Actions.").

10. There is no "different interest[]" or "incentive" in the outcome of this Adversary Proceeding as between the Debtor and the Committee. The Committee's only suggestion is that the Debtor will be inclined to take a different position with respect to who is an "insured" under the Debtor's insurance coverage. Motion ¶ 23. But the Committee has not offered any evidence that the Debtor will fail adequately to pursue their joint goal of obtaining indemnity from the insurers. *See Commonwealth of Va. v. Westinghouse Elec. Corp.*, 542 F.2d 214, 216 (4th Cir. 1976) ("When the party seeking intervention has the same ultimate objective as a party to the suit, a presumption arises that its interests are adequately represented, against which the

petitioner must demonstrate adversity of interest, collusion, or nonfeasance.").[4] The evidence suggests just the opposite because Debtor has retained highly-regarded insurance recovery policyholder counsel at Blank Rome LLP, who are well-versed in these types of adversary proceedings.[5] And, to the extent that the Debtor reaches a settlement with one of its insurers that the Committee deems insufficient, the Committee will have an adequate opportunity to challenge that settlement when presented for Court approval under Fed. Bankr. R. 9019. Accordingly, the Court cannot find that the requirements for mandatory intervention are met or that the Committee has met its burden to show that the claimants' interests are not already adequately protected by Plaintiffs.

III. The Committee is Not Entitled to Permissive Intervention Under Rule 24(b).

11. In addition, the circumstances of this case do not warrant permissive intervention under Rule 24(b), which decision lies in the sound discretion of the Court. As the case law makes clear, permissive intervention is not warranted where it would cause delay, undue expense or burden, or interfere with settlement or resolution. *See* Fed. R. Civ. P. 24(b)(3); *Reaching*

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[4] *See also Pa. Nat'l Mut. Cas. Ins. Co. v. Perlberg*, 268 F.R.D. 218, 225 (D. Md. 2010) ("But while New Hampshire's interest in this lawsuit is not identical to the Perlberg defendants', the parties seeks the identical result: a finding that Penn National owes a duty to defend or indemnify the Perlberg defendants in the Estrella matter. Although that result may lead to different legal and economic circumstances for New Hampshire and the Perlberg defendants, their ultimate objective remains the same."); *cf. Nat.'l Fire Ins. Co. of Hartford v. Morabito Consultants, Inc.*, Civ. No. JKB-21-1966, 2022 WL 326731, at *8 (D. Md. Feb. 3, 2022) ("Under Morabito's view of the Policies, its interests are identical to those of the Association—both parties seek to challenge denial of coverage under the Policies, denials that were predicated on the 'same reasons' for both Morabito and the Association. . . . As has been observed in related contexts, this identity of interests creates a presumption of adequate representation that Morabito has not attempted to rebut. . . . Thus, to the extent the Association's interests under the Policy amount to litigating whether the professional services exclusion in the Policies applies to the allegations in the Underlying Lawsuits, those interests are adequately represented by Morabito.").

[5] In footnote 18 of their Motion, the Committee cites favorably the decision in *Teague v. Bakker*, 931 F.2d 259, 262 (4th Cir. 1991) for the proposition that the financial constraints of the Debtor mean there is a significant chance the Debtor will be less vigorous in its pursuit of the insurance assets. Not only is that contrary to the factual record in the Chapter 11 case, but the facts of *Teague* are wholly inapposite insofar as the defendant there (unlike the Debtor here) was being held in federal prison with no significant source of income and failed to retain counsel to defend the action. *Id.* In any event, the Committee's professionals are funded by the bankruptcy estate, so the Committee has no greater resources than the Debtor.

Hearts Int'l., Inc. v. Prince George's Cnty., Nos. RWT 05cv1688, RWT 11cv1959, 2011 WL 4459095, at *4-5 (D. Md. Sept. 23, 2011) (citing Fed. R. Civ. P. 24(b)(3)).

12. Permitting the Committee to intervene at this juncture would cause all of those things. Discovery in coverage actions includes discovery of information that would be protected from disclosure to underlying claimants, including the Committee and claimants it represents here, such as underlying defense counsel's reports on the *bona fides* of the claims, strengths/weaknesses of liability defenses, settlement values and verdict values. This information, if shared with the Committee, would be improper and prejudicial to Plaintiffs and the insurers.

13. Conversely, the Committee will not be prejudiced if the Court denies or delays consideration of their intervention motion at this time, as their interests are adequately protected and because there are predicate issues to be addressed by the current parties that do not require intrusion from the Committee. First, Moving Insurers filed a motion to dismiss this entire Adversary Proceeding on the basis that it is unripe and may never be ripe for several reasons, including if the CVA fails to pass judicial scrutiny. *See Moving Insurers' Motion to Dismiss or for More Definite Statement* (Adv. Dkt. Nos. 60, 60-1). Second, even if the Court believes there are issues ripe today for adjudication, the duty to defend often precedes any question of whether Hartford (or any other insurer) has a duty to indemnify. Although the Debtor seeks rulings in this Adversary Proceeding on both the duty to defend and the duty to indemnify, the Debtor features the alleged ripeness of the duty to defend in its opposition to the moving insurers' motion to dismiss, showing that if there is an immediate issue to be resolved, it is related to the duty to defend. On that point, the Committee has no articulable interest and indeed, the documents or communications exchanged between Hartford and the Plaintiffs related to the

defense of the claims are privileged with respect to the claimants and therefore protected from production to the Committee. If the Committee is included, then the parties will be required to suffer undue expense and burden in attempting to protect those communications from the Committee or otherwise will be prejudiced by their disclosure. But if the Committee is excluded, then the Court can enter a protective order that protects the Plaintiffs and Defendants' jointly held privilege, not just for discovery, but for the presentation and protection of those documents at deposition and at trial.

14. To the extent that there is an appropriate time for the Committee to intervene, which Hartford submits there is not, this Court still has the discretion to press pause on the Committee's ask, so that the Debtor and Hartford can address threshold issues without the specter of unnecessary interference in this proceeding.[6]

IV. Alternatively, To the Extent the Court is Inclined to Permit Intervention, the Court Has the Discretion to Limit the Committee's Involvement

15. If the Court nevertheless decides that intervention as of right or permissive intervention is appropriate, the Court still has the discretion to condition intervention on reasonable limitations, even when the intervention is one as of right. Federal Rule of Civil Procedure 24, applicable here pursuant to Federal Bankruptcy Rule 7024, expressly recognizes that a potential litigant may be given leave to intervene in some parts of a lawsuit without being permitted to intervene in the entire action. *See, e.g.*, *Columbus-Am. Discovery Grp. v. Atlantic Mut. Ins. Co.*, 974 F.2d 450, 469 (4th Cir. 1992) ("When granting an application for permissive

[6] As evidence of the Committee's plan to insert itself into every aspect of this Adversary Proceeding, the Committee filed a joinder in Plaintiffs' opposition to the Moving Insurers' motion to dismiss even before this Court has opportunity to consider whether the Committee's intervention is appropriate. That joinder adds little more than additional paper to the Court's docket at an expense to the Debtor's estate – an estate the Committee decries in its Motion it aims to maximize and protect. *See Official Committee of Unsecured Creditors' Joinder to Plaintiffs' Response in Opposition to Moving Insurers' Motion to Dismiss or For a More Definite Statement* (Adv. Dkt. No. 95).

intervention, a federal district court is able to impose almost any condition, including the limitation of discovery."); *Am. Whitewater v. Tidwell*, 770 F.3d 1108, 1122 (4th Cir. 2014) (limiting intervening party's rights in the proceeding were not fundamentally unfair).[7]

16. Even in Circuits that employ a more permissive test for intervention, courts presiding over other abuse bankruptcy cases have placed appropriate restrictions on committees seeking to intervene in adversary proceedings regarding insurance coverage. Those restrictions, which include precluding the claimants from promulgating discovery or filing independent motions, are critical to ensure that the claimants and committees are participants, not distractions driving the litigation off-course.

17. Here, restrictions on the Committee's participation would be particularly appropriate given the outstanding questions concerning both the constitutionality of the CVA and the Debtor's purported liability for any particular abuse claim (as well as any insurer's potential coverage obligations with respect to that specific claim). Such restrictions include that the Committee seek permission before it is entitled to weigh in on a particular issue, with opportunity for any party to object, and a bar to access the Plaintiffs' and Defendants' jointly-held privileged information.

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[7] *See also, e.g.*, *In re Fin. Oversight and Mgmt. Bd. for P.R.*, 872 F.3d 57, 64 (1st Cir. 2017) ("Courts are not faced with an all-or-nothing choice between grant or denial of an intervention motion.") (internal quotations omitted); *Beauregard, Inc. v. Sword Servs. LLC*, 107 F.3d 351, 352-53 (5th Cir. 1997) ("[I]t is now a firmly established principle that reasonable conditions may be imposed even upon one who intervenes as of right."); *U.S. v. S. Fla. Water Mgmt. Dist.*, 922 F.2d 704, 710 (11th Cir. 1991) ("On remand, the District Court may choose to condition their intervention in this case on such terms as will be consistent with the fair, prompt conduct of this litigation."); *Ionian Shipping Co. v. Brit. L. Ins. Co.*, 426 F.2d 186, 191-92 (2d Cir. 1970) ("In amending Rule 24(a), the Advisory Committee specifically suggested that the intervenor might be subjected to conditions necessary to 'efficient conduct of the proceedings' . . . ."); *Shore v. Parklane Hosiery Co., Inc.*, 606 F.2d 354, 356 (2d Cir. 1979) (stating Advisory Committee note "was not an innovative suggestion but was instead of recognition of a well-established practice.") (internal citations omitted; citing cases); *Chevron Corp. v. Donzinger*, No. 11 Civ. 0691 LAK, 2011 WL 2150450, at *5 (S.D.N.Y. May 31, 2011) (noting courts have discretion to "limit the scope of any intervention.").

18. Therefore, if intervention is to be permitted at all, the proposed order should be revised to include the following:

a. The Committee shall neither file nor be required to respond to any complaint, cross-claims, or counterclaims.

b. The Committee shall neither propound nor be required to respond to discovery, but shall be served with all documents filed in this Adversary Proceeding, subject to privileges and protections held by and between Plaintiffs and Defendants.

c. The Committee shall not have the right to participate in any conference or respond to any filings in this Adversary Proceeding without the express written order of the Court, granted only upon the express written request of the Committee and with opportunity for any party in interest to this adversary proceeding to object.

d. The Committee's intervention in this proceeding shall be subject to further direction the Court may hereafter provide, upon the request of any party in interest, and on notice to all parties in the Adversary Proceeding requesting clarification of this Order.

CONCLUSION

For the foregoing reasons, Hartford respectfully requests that this Court deny the Committee's Motion to Intervene as further ordered in the attached Proposed Order, or in the alternative, and in its discretion, limit the Committee's participation in accordance with paragraph 18 of Hartford's opposition.

Dated: June 11, 2024

Respectfully submitted,

/s/ James P. Ruggeri

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11th day of June, 2024, a true and correct copy of the foregoing document was filed and served via the Court's CM/ECF e-filing system on all parties of record. Additionally, Epiq Corporate Restructuring, LLC will cause a true and correct copy of the foregoing document to be served on all parties required to be served, with a certificate or affidavit of service to be filed subsequently, in accordance with Local Rule 9013-4.

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Dated: June 11, 2024

/s/ James P. Ruggeri
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UNITED STATES BANKRUPTCY COURT
DISTRICT OF MARYLAND

In re: Roman Catholic Archbishop of Baltimore, Debtor.	Chapter 11 Case No. 23-16969-MMH
Roman Catholic Archbishop of Baltimore, et al. *Plaintiffs* v. American Casualty Company of Reading, Pennsylvania, et al. *Defendants.*	Adv. Pro. No. 24-072

[PROPOSED] ORDER

Upon consideration of *The Official Committee of Unsecured Creditors' Motion to Intervene in Adversary Proceeding No. 24-00072* [Dkt. No. 76] (the "Motion"), the objections thereto and after due deliberation and good and sufficient cause appearing therefor:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 1408 and 1409.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. This Motion is **DENIED**.

END OF ORDER

cc:

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UNITED STATES BANKRUPTCY COURT
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In re: Roman Catholic Archbishop of Baltimore, Debtor.	Chapter 11 Case No. 23-16969-MMH
Roman Catholic Archbishop of Baltimore, et al. *Plaintiffs* v. American Casualty Company of Reading, Pennsylvania, et al. *Defendants.*	Adv. Pro. No. 24-072 **DECLARATION OF ANNETTE P. ROLAIN IN SUPPORT OF DEFENDANTS HARTFORD ACCIDENT AND INDEMNITY COMPANY, HARTFORD CASUALTY INSURANCE COMPANY, HARTFORD FIRE INSURANCE COMPANY AND TWIN CITY FIRE INSURANCE COMPANY'S OBJECTION TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' MOTION TO INTERVENE**

I, Annette P. Rolain, declare pursuant to 28 U.S.C. § 1746, under penalty of perjury that:

1. I am an attorney with the law firm of Ruggeri Parks Weinberg LLP in Washington, D.C. Ruggeri Parks Weinberg LLP is counsel for parties-in-interest Hartford Accident and Indemnity Company, Hartford Casualty Insurance Company, Hartford Fire Insurance Company and Twin City Fire Insurance Company (collectively, "Hartford") in the above-captioned action. I am admitted to practice before the courts of the District of Columbia and the Commonwealth of Virginia. I am a member in good standing of such jurisdictions and there are no disciplinary proceedings pending against me. I am admitted *pro hac vice* in this action.

2. I am over the age of eighteen, I am authorized to submit this declaration on behalf of Hartford, and I am competent to testify on matters contained in this Declaration.

3. I submit this declaration in support of Hartford Accident and Indemnity Company, Hartford Casualty Insurance Company, Hartford Fire Insurance Company and Twin City Fire Insurance Company's objection to *The Official Committee of Unsecured Creditors' Motion to Intervene in Adversary Proceeding No. 24-00072* [Dkt. No. 76].

4. Attached hereto as Exhibit A is an excerpt of the transcript of the October 3, 2023 First Day Hearing, which was obtained at my direction from Veritext National Deposition & Litigation Services, a court-authorized transcript provider of the United State Bankruptcy Court for the District of Maryland.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed on June 11, 2024.

/s/ Annette P. Rolain
Annette P. Rolain
Ruggeri Parks Weinberg LLP

EXHIBIT A

UNITED STATES BANKRUPTCY COURT

DISTRICT OF MARYLAND

Case No. 23-16969-MMH

- x

In the Matter of:

ROMAN CATHOLIC ARCHBISHOP OF BALTIMORE,

Debtor.

- x

United States Bankruptcy Court

101 W. Lombard Street

Baltimore, Maryland

October 3, 2023

10:04 AM

B E F O R E :

HON MICHELLE M. HARNER

U.S. BANKRUPTCY JUDGE

ECRO: DOMINIQUE FOSTER

HEARING re 2 Motion to Seal

HEARING re 7 Motion to Pay Pre-Petition Wages

HEARING re 8 Motion for Continuation of Utility Service

HEARING re 9 Motion to Use Cash Collateral

HEARING re 10 Motion to Continue Administration of Insurance Programs

HEARING re 11 Application for Appointment of Epiq Corporate Restructuring

HEARING re 12 Motion to Extend Automatic Stay

HEARING re 15 Motion for Continued Use of Existing Cash Management System and Bank Accounts

HEARING re 13 Motion to Extend Time to File Schedules

HEARING re 37 Debtor's Exhibits

Transcribed by: Sonya Ledanski Hyde

very important to tell the Court both why are we here and where does the Debtor plan to go, especially because central to this case are human beings that have been harmed within both the Catholic Church and within the Archdiocese of Baltimore. Some members of the clergy and others of the laity took advantage of their positions of both respect and trust, and sexually abused children.

According to an investigation by the Maryland Attorney General, there are over 600 children who were abused. In April of 20 -- of this year, the CVA, the Children's Victim Act, was passed which went effect earlier this week. While the Debtor's undertaken significant steps over decades to address this historical issue, the Debtor's faced now with potentially catastrophic liability as a result in the change of the law and it expects to struggle financially in the absence of a bankruptcy if it had to face myriad lawsuits, hundreds of lawsuits as a result of the change in the law.

As a result, the Debtor has come to this Court to seek relief under the Bankruptcy Code, not to hide, but to address the liability that arises from this historical clergy abuse that's now been opened by the CVA. The Debtor has sought this process to provide reasonable and equitable compensation to survivors, not to avoid providing compensation to survivors.

So where do we go? So today, the Court's going to hear a number of largely important but administrative motions that allow the Debtor to continue to administer itself in the ordinary course to preserve its assets so it can compensate survivors. We've also asked the Court to grant certain relief with respect to the automatic stay, to preserve insurance assets which the Debtor believes will be central to providing substantial compensation to survivors.

In the coming months, the Committee will be appointed. We're going to ask this Court to approve both actual and constructive notice processes that are more robust than a normal bankruptcy case. We're going to ask the Court to --

THE COURT: And I will just pause there and say I appreciate you hitting that up front. I do think that notice and due process will be critical and appreciate your comments so far regarding the transparency the Debtor intends to build into the process. So thank you for that. It saves me some questions later. Please continue.

MR. ROTH: As part of the claims process, the Debtor will also be asking the Court to approve additional confidentiality provisions. Importantly, these are not to protect the church. These are to protect the survivors of abuse who have chosen to remain anonymous to the public. We do not want a survivor of abuse to feel like they must come

forth and expose themselves as having been abused to participate in this process.

If they do not want their claims to be confidential, if they want their day in Court, those claims can absolutely be made public and when we file that motion, the Court will see that that is an option. If they check to make it public, it will be public. If they check nothing, it will remain confidential.

In addition, it will establish a proof of claim form that seeks certain information that's more germane to survivor claims, and this is really to avoid insurers seeking to seek discovery from individual survivors to subject them to do further Court processes. It's to get out in front of that. In addition, the Debtor is going to undertake to share information both with any statutory committee that's appointed to represent survivors in this case and with counsels to survivor.

In past cases, we've created data rooms that contain insurance information, that contain certain information relating to what we know about the historical abuse. All of this will have to remain subject to certain confidentiality provisions because of the sensitive nature of the information, but it will be transparent. This is not an effort to hide information. This is an effort to be transparent and provide compensation.

C E R T I F I C A T I O N

I, Sonya Ledanski Hyde, certified that the foregoing transcript is a true and accurate record of the proceedings.

Sonya Ledanski Hyde

Veritext Legal Solutions

330 Old Country Road

Suite 300

Mineola, NY 11501

Date: October 16, 2023