UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)

In re: ROMAN CATHOLIC ARCHBISHOP OF BALTIMORE, Debtor.	Chapter 11 No. 23-16969-MMH

ROMAN CATHOLIC ARCHBISHOP OF BALTIMORE'S OMNIBUS RESPONSE TO: (I) THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' FURTHER RESPONSE IN OPPOSITION TO THE DEBTOR'S MOTION FOR ENTRY OF AN ORDER, PURSUANT TO SECTIONS 105(a) AND 362 OF THE BANKRUPTCY CODE, EXTENDING THE AUTOMATIC STAY; AND (II) VARIOUS MOTIONS FOR RELIEF FROM THE AUTOMATIC STAY

The Roman Catholic Archbishop of Baltimore, a corporation sole (the "***Debtor***"), by and through its undersigned counsel files this omnibus response to: (i) *The Official Committee of Unsecured Creditors' Further Response in Opposition to the Debtor's Motion for Entry of an Order, Pursuant to Sections 105(a) and 362 of the Bankruptcy Code, Extending the Automatic Stay* (Dkt. No. 2097) (the "***Committee Response***") and certain motions filed by Survivor Claimants (as defined below) seeking relief from the automatic stay. In support of this Court's *Second Interim Order, Pursuant to Sections 105(a) and 362 of the Bankruptcy Code, Extending the Automatic Stay to Certain Related Entities* (Dkt. No. 173) (the "***Insurance Stay Order***") and in opposition to the various motions for relief from the automatic stay, the Debtor respectfully states as follows:

PROCEDURAL BACKGROUND

1. On September 29, 2023 (the "***Petition Date***"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***").

2. On the Petition Date, the Debtor filed the *Debtor's Motion for Entry of an Order, Pursuant to Sections 105(a) and 362 of the Bankruptcy Code, Extending the Automatic Stay* (Dkt.

No. 12) (the "***Stay Motion***"), seeking to, among other things, avoid the dissipation of the Debtor's single largest asset—the Debtor's historical insurance coverage.

3. Following a contested hearing, this Court entered the *Interim Order, Pursuant to Sections 105(a) and 362 of the Bankruptcy Code, Clarifying the Extent of the Automatic Stay With Respect to Certain Related Entities and Insurance Coverage* (Dkt. No. 52), providing, in relevant part:

> The Debtor's insurance policies are property of the Debtor's estate.
>
> Pursuant to section 362(a)(3) of the Bankruptcy Code, the automatic stay operates as a stay, applicable to all entities, of any act to obtain possession of property of the Debtor's estate or of property from the Debtor's estate or to exercise control over property of the Debtor's estate.
>
> Therefore, any action taken by a third party, including without limitation parties asserting Abuse Action(s), that could have an effect on property of the Debtor's estate, including without limitation any action that triggers or would otherwise diminish coverage under the Debtor's insurance policies, is hereby stayed by the automatic stay pursuant to sections 105(a) and 362(a)(3) of the Bankruptcy Code until the conclusion of the Final Hearing as defined herein.
>
> Any party seeking to file an Abuse Action against any entity or individual that is not the Debtor may provide the names of the intended defendant(s) to counsel for the Debtor. Within two (2) business days of receiving the identities of any intended defendant(s), counsel for the Debtor will provide notice of whether the Debtor believes such intended defendant(s) are covered by the Debtor's insurance policies.

4. Following a subsequent hearing, this Court entered the Insurance Stay Order, which remains in effect to this day, providing, in relevant part:

> The Debtor's insurance policies are property of the Debtor's estate.
>
> Pursuant to section 362(a)(3) of the Bankruptcy Code, the automatic stay operates as a stay, applicable to all entities, of any act to obtain possession of property of the Debtor's estate or of property from the

> Debtor's estate or to exercise control over property of the Debtor's estate.
>
> Therefore, any action taken by a third party, including without limitation parties asserting Abuse Action(s), that could have an effect on property of the Debtor's estate, including without limitation any action that triggers or would otherwise diminish coverage under the Debtor's insurance policies, is hereby stayed by the automatic stay pursuant to sections 105(a) and 362(a)(3) of the Bankruptcy Code until the conclusion of the Final Hearing as defined herein.
>
> Any party seeking to file an Abuse Action against any entity or individual that is not the Debtor may provide the names of the intended defendant(s) to counsel for the Debtor. Within two (2) business days of receiving the identities of any intended defendant(s), counsel for the Debtor will provide notice of whether the Debtor believes such intended defendant(s) are covered by the Debtor's insurance policies.

5. Each of the foregoing orders was without prejudice to the rights of the Committee, Eva Dittrich, or any party without notice of the relief sought by the Debtor to later contest the factual bases and legal justification for the relief provided.

6. Following amendment of the Maryland Child Victims Act and upon motion filed by the Committee and after a contested hearing regarding same, this Court entered the *Order Modifying Automatic Stay Solely for Purposes of Filing and Serving Certain Civil Complaints Under Maryland Law on or Before May 31, 2025* (Dkt. No. 1127) (the "***Modify Stay Order***").

7. The Modify Stay Order provided that the automatic stay of section 362(a) and Insurance Stay Order were modified solely to the extent necessary to allow individuals to commence an action against the Debtor and/or any Covered Party by filing and serving a complaint for child sexual abuse claims under Maryland law on or before May 31, 2025. (*Id.*, at 10–11.)

8. Since entry of the Modify Stay Order, no other orders have been entered with respect or otherwise affecting the application of the automatic stay or the Insurance Stay Order.

THE MOTIONS FOR RELIEF FROM AUTOMATIC STAY

9. On March 18, 2026, Survivor Claimant 636, by and through The Yost Legal Group, filed the *Motion by Survivor Claimant 636 to Modify the Automatic Stay Pursuant to 11 U.S.C. § 362(d)(1)* (Dkt. No. 2129) (the "***Yost Motion***").

10. On March 20, 2026, Survivor Claimant 1255, by and through Malarkey Perlin, LLC, filed the *Motion by Survivor Claimant 1255 to Modify the Automatic Stay Pursuant to 11 U.S.C. § 362(d)(1)* (Dkt. No. 2133) (the "***Malarkey Motion***").

11. On March 24, 2026, Survivor Claimant 737, by and through the Jenner Law Firm, Brockstedt Mandalas Federico LLC, and Grant & Eisenhofer P.A., filed the *Motion by Survivor Claimant 737 to Modify the Automatic Stay Pursuant to 11 U.S.C. § 362(d)(1)* (Dkt. No. 2151) (the "***Jenner Motion***").

12. On March 24, 2026, Survivor Claimant 1346 and Survivor Claimant 1134, by and through Nathaniel L. Foote, filed the *Motion by Survivor Claimants 1346 and 1134 to Modify the Automatic Stay Pursuant to 11 U.S.C. § 362(d)(1)* (Dkt. Nos. 2153, 2154) (the "***Foote Motion***").

13. On March 25, 2026, Survivor Claimant 851 and Survivor Claimant 859, by and through Frank Natale, filed the *Motion by Survivor Claimant 851 and 859 to Modify the Automatic Stay Pursuant to 11 U.S.C. § 362(d)(1)* (Dkt. No. 2155) (the "***Natale Motion***").

14. Aside from the factual averments, each of the foregoing motions seeking relief from the automatic stay are identical.

15. Similarly, each of the foregoing motions seeking relief from the automatic stay relies upon *The Official Committee of Unsecured Creditors' Memorandum in Support of Stay*

Relief Motions (Dkt. No. 2157), which was subsequently filed by the Committee on March 25, 2026.[1]

RELEVANT FACTUAL BACKGROUND

16. The proofs of claim filed in the bankruptcy collectively allege abuse spanning as far back as the 1940s.

17. Because the alleged abuse took place decades ago, the claims implicate liability insurance policies purchased decades ago.

18. The Debtor has undertaken extensive efforts to search for and identify these insurance policies, which efforts are ongoing.[2]

I. Pre-1966 Coverage.

19. Prior to 1966, the Debtor and parishes, schools, and other institutions within the Archdiocese purchased individual insurance policies providing coverage for particular named entities and/or certain locations.

20. Some policies during this period provide coverage for the Debtor with respect to a particular location while others insure parishes, schools, or other entities.

21. Notably, policies that cover certain parishes include the Debtor as an insured.

22. Despite extensive policy search efforts, the coverage picture during this early period is far from complete, with many policies missing; however, evidence has been located showing that policies in this timeframe were purchased from various insurers, including United

[1] The Debtor has serious concerns regarding the Committee's involvement in representing, whether directly or indirectly, individual creditors in this case at the expense of the estate and contrary to the Committee's obligations to all creditors. In this regard, the Debtor reserves and preserves its rights with respect to any and all claims the Debtor may have with respect to the Committee's representation of individual creditors, including without limitation the right to object to fees and expenses incurred in doing so.

[2] The following description of the Debtor's insurance coverage represents the Debtor's present understanding of such insurance coverage based upon investigation efforts to date. The Debtor reserves and preserves the right to amend or otherwise supplement this description if or when additional information is discovered by the Debtor.

States Fidelity and Guaranty Company and Insurance Company of North America ("***INA***" or "***Chubb***").

II. Coverage from 1966 to 1968.

23. From April 4, 1967 to May 1, 1968, the Debtor and parishes, schools, and other institutions within the Archdiocese were all insured by INA pursuant to an excess policy that identifies the insureds as:

> LAWRENCE CARDINAL SHEHAN, ROMAN CATHOLIC ARCHBISHOP OF BALTIMORE OR HIS SUCCESSORS, A CORPORATE SOLE, AND ALL SUBORDINATE CIVIL CORPORATIONS AND ALL UNINCORPORATED AGENCIES, DEPARTMENTS, OR COMMISSIONS COMPRISING THE ARCHDIOCESE OF BALTIMORE UNDER HIS MANAGEMENT CONTROL, AS MAY NOW OR HEREINAFTER BE CONSTITUTE.

INA Policy No. XBC 10973, End. #3 (4/4/1967-4/4/1970, cancelled 5/1/68).

24. The limits of liability of this excess policy are $10 million per occurrence excess of $100,000 per person and $300,000 per occurrence (or the retained limit).

25. A primary policy purchased from INA naming the Debtor has been located for the period from October 1966 to May 1968 with policy limits of $100,000 per person and $300,000 per occurrence.

26. A handful of other policies that insure parishes and schools during this period have also been located.

27. While none are implicated by the allegations of the Survivor Claimants seeking stay relief, the proofs of claims of certain other claimants implicate three parish/school policies, which were also sold by INA.

28. Specifically, INA policies cover Archbishop Keough High School, St. Augustine Hall, and Cardinal Gibbons High School during the period from 1965 to 1968.

29. The St. Augustine Hall and Cardinal Gibbons High School policies provide $100,000 per person and $300,000 per occurrence limits.

30. The Archbishop Keough High School policy provides $300,000 per occurrence limits of liability.

III. Combined Liability Insurance Program.

31. After May 1968, both the primary and excess policies consistently include broad language insuring the Debtor and parishes, schools, and other associated entities in the Archdiocese, marking the inception of the combined liability insurance program (the "***Combined Program***").

32. The Combined Program consolidated liability coverage for the Debtor, parishes, schools, and associated organizations within the Archdiocese under a single set of policies.

33. At this time, the Archdiocese, parishes, and schools, ceased purchasing individual policies covering certain entities and/or locations.

34. The scope of the Combined Program is reflected in the definition of the named insured, which was added to the policies by endorsement.

35. An example of the endorsement reflecting the "Named Insured" in the Combined Program policies reads:

> WILLIAM D. BORDERS, ROMAN CATHOLIC ARCHBISHOP OF BALTIMORE, OR HIS SUCCESSORS, A CORPORATION SOLE, AND ALL SUBORDINATE CIVIL CORPORATION [sic] AND ALL UNINCORPORATED AGENCIES, DEPARTMENTS OR COMMISSIONS, COMPRISING MANAGEMENT CONTROL AS MAY NOW OR HEREAFTER BE CONSTITUTED.

Employers Mutual Liability Insurance Company of Wisconsin Policy No. 2225 00 041746, End. No. 1 (7/1/1974-7/1/1975).

A. Occurrence-Based Coverage from 1968 to 1977.

36. From May 1, 1968 to June 30, 1974, the Debtor purchased insurance for the Combined Program from American Casualty Company ("***American Casualty***" or "***CNA***").

37. The primary policies provide $250,000 per person and $500,000 per occurrence limits of liability.

38. The excess policies provide $5 million per occurrence limits of liability.

39. To date, the parties have been unable to locate complete copies of these policies.

40.

41. From July 1, 1974 to August 1, 1977, the Debtor purchased insurance from Employers Mutual Liability Insurance Company of Wisconsin ("***Employers Mutual***" or "***Wausau***").

42. The primary policies provide $500,000 per occurrence limits of liability, while the excess policies provide $5 million per occurrence limits.

43. Although the parties have been unable to locate complete copies of certain excess policies, Wausau has acknowledged evidence it sold all the policies noted.

B. Occurrence-Based Coverage from 1977 to 2002.

44. From August 1, 1977 through July 1, 2002, the Debtor purchased annual primary policies from Hartford Accident & Indemnity Company or Twin City Fire Insurance Company (together, "***Hartford***").

45. From 1977 through 1983, the policies provided $500,000 per occurrence.

46. In 1983, the limits of liability increased to $1 million per occurrence and Hartford added a $3 million aggregate limit in 1989.

47. Beginning in 1987, Hartford added to its primary policies exclusions relating to sexual abuse. Hartford had begun adding similar exclusions to its excess policies the prior year.

48. For example, the 1986 Hartford excess policy contains a Molestation Exclusion stating the policy "does not apply to any injury sustained by any person arising out of or resulting from sexual abuse, physical abuse or molestation of minors by 1. Any insured 2. Any employee of any insured, or 3. Any volunteer of any insured." This abuse exclusion and other similarly-worded exclusions are referred to hereinafter as "***Limited Abuse Exclusion***."

49. From August 1, 1977 to June 30, 1983, the Debtor purchased first layer excess coverage from St. Paul Fire and Marine Insurance Company (together with United States Fidelity & Guaranty Company, Aetna Casualty and Surety Company, and Northfield Insurance Company, "***Travelers***").

50. The 1977-1983 policies provide $3 million per occurrence limits of liability, excess of the $500,000 primary policies.

51. During the same period, the Debtor purchased second layer excess coverage from Fireman's Fund Insurance Company and American Insurance Company (together, "***Allianz***").

52. From 1977 through 1979, the second layer excess coverage provides $7 million per occurrence.

53. In 1979, the limits increased to $12 million per occurrence and increased again to $17 million per occurrence in 1982.

54. In 1983, Allianz sold both layers of excess insurance.

55. For the period July 1, 1983 to July 1, 1984, the first layer excess policy provides $20 million excess $1 million per occurrence.

56. For the period February 13, 1984 to July 1, 1984, the second layer excess policy provides an additional $10 million per occurrence.

57. From July 1, 1984 to July 1, 1988, Hartford sold both primary and first layer excess coverage.

58. From 1984 through 1986, the first layer excess policies provide $5 million excess $1 million per occurrence.

59. For the 1984-1985 policy period, Allianz sold a second layer excess policy providing $22 million excess $6 million per occurrence.

60. From October 1, 1985 to July 1, 1986, the Debtor purchased higher-level excess policies from Hartford ($5 million per occurrence), Allianz ($20 million per occurrence), Travelers ($10 million per occurrence), and Chubb ($10 million per occurrence).

61. In 1986, Hartford adopted the Limited Abuse Exclusion in its first layer excess policies and the limits of liability dropped to $4 million per occurrence.

62. The next year, the first layer excess policy's limits increased to $9 million per occurrence.

63. From August 28, 1986 to July 1, 1988, the Debtor purchased second layer excess policies from U.S. Fire Insurance Company ("***RiverStone***") that provide $5 million per occurrence limits of liability.

64. From July 1, 1988 to July 1, 1997, the Debtor purchased first layer excess policies from General Star Insurance Company ("***Berkshire Hathaway***").

65. These policies provide $9 million per occurrence limits of liability, excess of the primary layer.

66. In 1989, Berkshire Hathaway added a $9 million aggregate limit of liability.

67. From 1988 through 1991, the policies included Limited Abuse Exclusions.

68. Beginning in 1991, Berkshire Hathaway adopted a more comprehensive abuse exclusion that extended the scope of the exclusion to include negligence.

69. Specifically, this broader exclusion encompasses bodily injury arising out of *either* "1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured; or 2. The negligent a) employment; b) investigation; c) supervision; d) reporting to the proper authorities, or failure to so report; or e) retention; of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by 1. above." This abuse exclusion and similarly worded abuse exclusions are referred to as "***Absolute Abuse Exclusion***."

70. From July 1, 1988 through July 1, 1991, Travelers sold second layer excess policies providing $5 million excess $10 million per occurrence limits of liability.

71. The Travelers policies included a Limited Abuse Exclusion and, beginning in 1989, a $5 million aggregate limit of liability.

72. Beginning July 1, 1991, the Debtor purchased second layer excess coverage from Royal Surplus Lines Insurance and Royal Insurance Company (together, "***Arrowood***")—entities that are now in liquidation.

73. From July 1, 1994 through July 1, 2000, Chubb sold third and/or fourth layer excess policies but these policies incorporated Absolute Abuse Exclusions.

74. Effective April 27, 1989, Hartford added an endorsement to its primary policies that bars coverage for injury arising out of the ownership, maintenance, use, or operations of Catholic Charities premises.

75. At the same time, the Debtor began purchasing annual primary policies from National Union Fire Insurance Company of Pittsburgh, Pa. and New Hampshire Insurance

Company (together with Lexington Insurance Company, "***AIG***") that identified the Insureds as the Debtor and Catholic Charities.

76. Like the Hartford policies, these AIG primary policies also provided $1 million per occurrence and $3 million aggregate limits of liability.

77. Unlike the Hartford policies, they did not contain any abuse exclusions.

78. Beginning in 2000, AIG added $1 million per incident and $3 million aggregate limits for abuse molestation coverage.

79. From July 1, 1997 to June 30, 2002, the Debtor purchased first layer excess policies from Allianz, which provide $3 million per incident and aggregate limits of liability for sexual abuse claims.

80. As noted above, the higher level excess policies for 1997 and 1998 included Absolute Abuse Exclusions.

81. In 1999, Chubb sold an excess policy without an abuse exclusion that provides $10 million per occurrence and aggregate limits of liability, excess $35 million (including both primary policies).

82. In 2000, AIG sold a third layer excess policy that provides $25 million per occurrence and aggregate limits of liability.

83. Chubb again sold a fifth layer excess policy that provides $10 million per occurrence and aggregate limits, excess $35 million (including both primary policies and a fourth layer excess policy sold by insolvent Arrowood).

84. In 2001, Chubb sold a second layer excess policy that provides $5 million per incident and aggregate limits of liability for sexual abuse claims.

C. Claims Made Coverage from 1996 to 2002.

85. From August 12, 1996 through August 12, 2002, the Debtor also purchased annual $10 million per-claim policies from AIG that provide claims made coverage for sexual misconduct claims.

86. From August 12, 1997 through August 12, 2001, the Debtor purchased excess claims made policies providing an additional $10 million per claim.

87. Claims made coverage responds to claims first made and reported to the insurer during its policy period, and then only for bodily injury that happened after a certain date, called the "retroactive date" or "continuity date."

88. Unless a claim is made and reported during the policy period and the claim alleges conduct that took place on or after the retroactive (or continuity) date, claims made coverage expires when the policy period ends.

89. Approximately eight claimants implicate these AIG claims made policies.

D. Claims Made Coverage from 2002 to 2006.

90. Starting July 1, 2002, the Debtor's liability insurance for sexual misconduct shifted completely to claims made.

91. As claims made policies, the coverage afforded by them only applies to claims made during their policy periods.

92. Catholic Mutual Group and Lloyd's of London provided coverage during this period. Based on information currently available, such policies are expired and do not afford coverage.[3]

[3] Upon information and belief, at least one of the policies purchased from Lloyd's of London during this period may have provided occurrence-based coverage. The Debtor has therefore tendered claims to Lloyd's of London out of an abundance of caution.

E. Captive Insurance Program.

93. Starting July 1, 2017, the Debtor shifted coverage for sexual abuse to Trust Insurance PC ("***Trust***"), a captive insurer.

94. The Trust policies provide two types of coverage.

95. First, the Trust policies provide occurrence coverage for Trust's policy periods.

96. This coverage would only respond to abuse that has happened in the relatively recent past.

97. As such, it is unlikely to provide coverage for the claims filed in the Chapter 11 Case.

98. Second, the Trust policies also include "prior acts" coverage.

99. The prior acts coverage is on a claims made basis and applies to abuse during the retroactive period from July 1, 1986 to July 1, 2017.

100. The Prior Acts coverage has limits of liability of $200,000 per claim up to $500,000 per wrongful act.

IV. Survivor Claimant 636.

101. Survivor Claimant 636 filed one proof of claim alleging abuse occurring between Fall of 1968 and Spring of 1972 at St. Martin's Church.

102. Survivor Claimant 636 has also brought suit against The Roman Catholic Archbishop of Baltimore and St. Martin's Catholic Church in *John Doe YLG1333 et al v. The Roman Catholic Archbishop of Baltimore et al*, C-24-CV-25-004702 in the Circuit Court for Baltimore City.

103. The Debtor believes it has insurance coverage for the time periods relevant to the allegations made by Survivor Claimant 636:

a. from July 1, 1968 to June 30, 1972, primary insurance coverage purchased from American Casualty providing $250,000 per person; $500,000 per occurrence with the named insured being "Lawrence Cardinal Shehan et al."; and

b. from May 1, 1969 to June 30, 1974, excess insurance coverage purchased from American Casualty providing $5,000,000 per occurrence with the named insured being "Lawrence Cardinal Shehan or his successors and all subordinate civil corporations and all unincorporated agencies, departments or commissions comprising the Archdiocese of Baltimore under his management control, as now or hereafter be constituted."

104. The insurance carrier has generally reserved its rights to deny coverage and raised certain defenses.

V. Survivor Claimant 1255.

105. Survivor Claimant 1255 has filed one proof of claim alleging abuse occurring in "1972-1973" at a priest's mother's house.

106. Survivor Claimant 1255 has also brought suit against "Roman Catholic Archbishop of Baltimore and Our Lady, Queen of Peace, Middle River, Roman Catholic Congregation, Incorporated" in S*urvivors 145, et al. v. Roman Catholic Archbishop of Baltimore, et al.*, C-24-CV-25-003906 in the Circuit Court for Baltimore City, Maryland.

107. The Debtor believes it has insurance coverage for the time periods relevant to the allegations made by Survivor Claimant 1255:

a. from July 1, 1968 to June 30, 1972, primary insurance coverage purchased from by American Casualty providing $250,000 per person; $500,000 per occurrence with the named insured being "Lawrence Cardinal Shehan et al."; and

b. from May 1, 1969 to June 30, 1974, excess insurance coverage purchased from American Casualty providing $5,000,000 per occurrence with the named insured

being "Lawrence Cardinal Shehan or his successors and all subordinate civil corporations and all unincorporated agencies, departments or commissions comprising the Archdiocese of Baltimore under his management control, as now or hereafter be constituted."

108. The insurance carrier has generally reserved its rights to deny coverage and raised certain defenses.

VI. Survivor Claimant 737.

109. Survivor Claimant 737 filed two proofs of claim alleging abuse occurring between 1966 and 1973 at St. Clement Parish.

110. Survivor Claimant 737 is also a plaintiff in a civil action pending in the Circuit Court for Baltimore City.

111. The Debtor believes it has insurance coverage for the time periods relevant to the allegations made by Survivor Claimant 737:

a. for the period from October 14, 1966 to May 1, 1968, primary insurance coverage purchased from INA providing $100,000 per person; $300,000 per occurrence with the named insured being "Roman Catholic Archbishop of Baltimore";

b. for the period from April 4, 1967 to May 1, 1968, excess insurance coverage purchased from INA providing $10,000,000 per occurrence with the named insured being "Lawrence Cardinal Shehan, Roman Catholic Archbishop of Baltimore or his successors, a corporation sole, and all subordinate civil corporations and unincorporated agencies, departments, or commissions comprising of the Archdiocese of Baltimore under his management control, as may now or hereafter be constituted.";

c. from July 1, 1968 to June 30, 1972, primary insurance coverage purchased from American Casualty providing $250,000 per person; $500,000 per occurrence with the named insured being "Lawrence Cardinal Shehan et al."; and

d. from May 1, 1969 to June 30, 1974, excess insurance coverage purchased from American Casualty providing $5,000,000 per occurrence with the named insured being "Lawrence Cardinal Shehan or his successors and all subordinate civil corporations and all unincorporated agencies, departments or commissions comprising the Archdiocese of Baltimore under his management control, as now or hereafter be constituted."

112. The insurance carriers have generally reserved their rights to deny coverage and raised certain defenses.

VII. Survivor Claimant 1346.

113. Survivor Claimant 1346 has filed one proof of claim alleging abuse occurring "in approximately 1972–1973" at St. Clement Catholic Church.

114. Survivor Claimant 1346 has also brought suit against the Debtor and St. Clement in *R.S. et al v. Archdiocese of Baltimore et. al*, C-24-CV-25-005371 in the Circuit Court for Baltimore City, Maryland.

115. The Debtor believes it has insurance coverage for the time periods relevant to the allegations made by Survivor Claimant 1346:

a. from July 1, 1968 to June 30, 1972, primary insurance coverage purchased from by American Casualty providing $250,000 per person; $500,000 per occurrence with the named insured being "Lawrence Cardinal Shehan et al."; and

b. from May 1, 1969 to June 30, 1974, excess insurance coverage purchased from American Casualty providing $5,000,000 per occurrence with the named insured being "Lawrence Cardinal Shehan or his successors and all subordinate civil corporations and all unincorporated agencies, departments or commissions comprising the Archdiocese of Baltimore under his management control, as now or hereafter be constituted."

116. The insurance carrier has generally reserved its rights to deny coverage and raised certain defenses.

VIII. Survivor Claimant 1134.

117. Survivor Claimant 1134 has filed one proof of claim alleging abuse occurring in the Fall of 1968 at "St. Michael's School" in Overlea, Maryland.

118. Survivor Claimant 1134 has also brought suit against the Debtor and St. Michael the Archangel (Overlea) in *R.S. et al v. Archdiocese of Baltimore et. al*, C-24-CV-25-005371 in the Circuit Court for Baltimore City, Maryland.

119. The Debtor believes it has insurance coverage for the time periods relevant to the allegations made by Survivor Claimant 1134:

a. from July 1, 1968 to June 30, 1972, primary insurance coverage purchased from American Casualty providing $250,000 per person; $500,000 per occurrence with the named insured being "Lawrence Cardinal Shehan et al."; and

b. from May 1, 1969 to June 30, 1974, excess insurance coverage purchased from American Casualty providing $5,000,000 per occurrence with the named insured being "Lawrence Cardinal Shehan or his successors and all subordinate civil corporations and all unincorporated agencies, departments or commissions comprising the Archdiocese of Baltimore under his management control, as now or hereafter be constituted."

120. The insurance carrier has generally reserved its rights to deny coverage and raised certain defenses.

IX. Survivor Claimant 851.

121. Survivor Claimant 851 has filed two proofs of claim alleging abuse occurring at Our Lady of Perpetual Help between 1969 and 1971.

122. Survivor Claimant 851 has also brought suit against "Our Lady of Perpetual Help (Woodlawn) n/k/a John Paul Regional Catholic" in *D.A. v. Roman Catholic Archbishop of Baltimore et. al*, C-24-CV-25-003867 in the Circuit Court of Maryland for Baltimore City; however, in the suit, Survivor Claimant 851 alleges abuse from 1970 to 1975.

123. The Debtor believes it has insurance coverage for the time periods relevant to the allegations made by Survivor Claimant 851:

a. from May 1, 1969 to June 30, 1974, primary insurance coverage purchased from American Casualty providing $250,000 per person; $500,000 per occurrence with the named insured being Lawrence Cardinal Shehan et al.;

b. from May 1, 1969 to June 30, 1974, excess insurance coverage purchased from American Casualty providing $5,000,000 per occurrence with the named insured being "Lawrence Cardinal Shehan or his successors and all subordinate civil corporations and all unincorporated agencies, departments or commissions comprising the Archdiocese of Baltimore under his management control, as now or hereafter be constituted";

c. from July 1, 1974 to July 1, 1976, primary insurance coverage purchased from Employers' Mutual providing $500,000 per occurrence; $500,000 aggregate with the named insured being "William D. Borders, Roman Catholic Archbishop of Baltimore, or his successors, a corporation sole, and all subordinate civil corporations and all unincorporated agencies, departments, or commissions, comprising management control as may now or hereafter be constituted";

d. from July 1, 1974 to July 1, 1976, excess insurance coverage purchased from Employers' Mutual providing $5,000,000 per occurrence with the named insured being "William D. Borders, Roman Catholic Archbishop of Baltimore, or his successors,

a corporation sole, and all subordinate civil corporations and all unincorporated agencies, departments, or commissions, comprising management control as may now or hereafter be constituted"; and

e. from July 1, 1975 to July 1, 1976, primary insurance coverage purchased from Employers' Mutual providing $5,000,000 per occurrence with the named insured being "William D. Borders, Roman Catholic Archbishop of Baltimore, or his successors, a corporation sole, and all subordinate civil corporations and all unincorporated agencies, departments, or commissions, comprising management control as may now or hereafter be constituted."

124. The insurance carriers have generally reserved their rights to deny coverage and raised certain defenses.

X. Survivor Claimant 859.

125. Survivor Claimant 859 has filed two nearly identical proofs of claim alleging abuse occurring at "St. Gregory's the Great Catholic Church" between 1965 and 1968.

126. Survivor Claimant 859 has also brought suit against "St. Gregory the Great" as one of the plaintiffs in *D.A. v. Roman Catholic Archbishop of Baltimore et. al*, C-24-CV-25-003867 in the Circuit Court of Maryland for Baltimore City.

127. The Debtor believes it has insurance coverage for the time periods relevant to the allegations made by Survivor Claimant 859:

a. for the period from October 14, 1966 to May 1, 1968, primary insurance coverage purchased from INA providing $100,000 per person; $300,000 per occurrence with the named insured being "Roman Catholic Archbishop of Baltimore"; and

b. for the period from April 4, 1967 to May 1, 1968, excess insurance coverage purchased from INA providing $10,000,000 per occurrence with the named insured being

"Lawrence Cardinal Shehan, Roman Catholic Archbishop of Baltimore or his successors, a corporation sole, and all subordinate civil corporations and unincorporated agencies, departments, or commissions comprising of the Archdiocese of Baltimore under his management control, as may now or hereafter be constituted."

128. The insurance carrier has generally reserved its rights to deny coverage and raised certain defenses.

ARGUMENT

129. For the reasons set forth in this response, each of the Lift Stay Motions should be denied and the Insurance Stay Order should be entered on a final basis.

I. Each of the Lift Stay Motions should be denied.

130. The Bankruptcy Code provides for the imposition of an automatic stay when a bankruptcy petition is filed, automatically staying, among other things, all judicial actions against the debtor and property of the estate. 11 U.S.C. § 362(a).

131. The Fourth Circuit has noted that the stay provides a bankruptcy court the "opportunity to harmonize the interests of both debtor and creditors while preserving the debtors' assets for repayment and reorganization of his or her obligations." *In re Robbins*, 964 F.2d 342, 345 (4th Cir. 1992).

132. Thus, when considering lifting the automatic stay, a court must consider whether removal addresses at bottom what the stay provided. *Herlihy v. DBMP, LLC*, 167 F.4th 142, 149 (4th Cir. 2026).

133. In that regard, a court must balance potential prejudice to the debtor's estate against the hardships that will be incurred by the person seeking relief from the automatic stay if relief is denied. *Id.*

134. Therefore, the Fourth Circuit has explained a bankruptcy court should consider: (a) whether the issues pending involve only state law, such that the expertise of the bankruptcy court is unnecessary; (b) whether modifying the stay will promote judicial economy or there would be greater interference with the bankruptcy case because matters had to be litigated in the bankruptcy court; and (c) whether the estate can be protected properly by a requirement that creditors seek enforcement of any judgment through the bankruptcy court. *Robbins*, 964 F.2d at 345.

135. When considering the *Robbins* factors here, this Court should deny the requests for relief, because modification of the stay will not promote judicial efficiency, the estate's interest cannot be properly protected because any state court litigation will require resolution of coverage decisions that may detrimentally impact the estate's largest asset, and relinquishing claims to the state courts will effectively destroy this Court's ability to assure survivor claimants are treated consistently and fairly.

A. State courts are already inundated with thousands of similar cases.

136. It has been widely reported that ***thousands*** of cases have been filed in Maryland as a result of the CVA.

137. Indeed, it has been reported that the State of Maryland is facing about 12,000 claims itself.

138. In a court system already grappling with more than 12,000 claims involving a single defendant—the State of Maryland—it will take years upon years to pursue the Stay Relief Claimants' claims to judgment.

139. As a result, they will either slow the Chapter 11 Case down while all parties wait for the alleged benefit of judgments or judgments will be obtained long after the Chapter 11 Case

is resolved while having done nothing more than divert time and attention away from resolution of the Chapter 11 Case.

B. The Stay Relief Motions are inappropriate veiled attempts to conduct inappropriate and misguided "bellwether" trials that will not aid judicial efficiency.[4]

140. "The term bellwether is derived from the ancient practice of belling a wether (a male sheep) selected to lead his flock. The ultimate success of the wether selected to wear the bell was determined by whether the flock had confidence that the wether would not lead them astray, and so it is in the mass tort context." *In re Chevron U.S.A., Inc.*, 109 F.3d 1016, 1019 (5th Cir. 1997).

141. Bellwether trials must have as their core element representativeness if they are to achieve their function and provide value. *Id.*

142. As the Fifth Circuit recognized in *Chevron*, to have representativeness, the sample size must be randomly selected and of sufficient size so as to achieve statistical significance to the desired level of confidence in the result obtained. *Id.*

143. None of the factors recognized in *Chevron* are present here, nor has the Committee, *ex rel.* these individual creditors, even suggested that the cases for which relief is sought satisfy any of the criteria discussed in *Chevron* or otherwise relevant in determining whether a bellwether case is useful or appropriate.

144. First, there is no evidence or suggestion that the cases for which relief is sought were randomly selected in any way that would provide them value in future settlement negotiations.

[4] It also appears the Committee is inappropriately representing individual creditors and "picking" the bellwether cases, effectively picking potential winners and losers so-to-speak. The Debtor reserves and preserves its rights with respect to any such representation of individual creditors by the Committee.

145. Indeed, the record is non-existent regarding the representative nature of the claims selected ostensibly by the Committee.

146. Second, there is no suggestion of any commonality among the claimants seeking relief from the automatic stay other than the insurance carrier who provided coverage.

147. And it would be difficult to do so because individual issues predominate each Survivor Claim filed in this case. *See, e.g.*, *Clausin v. San Francisco Unified School District*, 271 Cal. Rptr. 72 (Cal. Ct. App. 1990) (denying class certification for abuse claims because, among other reasons, individual issues substantially predominated over common factual questions) (citing *Jolly v. Eli Lilly & Co*., 245 Cal. Rptr. 658 (Cal. 1988); *Brown v. Regents of Univ. of Cal.*, 198 Cal. Rptr. 916 (Cal. Ct. App. 1984)). *See also Geiss v. Weinstein Company Holdings LLC*, 474 F. Supp. 3d 628 (S.D.N.Y. 2020) (finding individual issues predominate common issues in sexual abuse cases); *In re Church of Jesus Christ of Latter-Day Saints Sexual Abuse Litig.*, 776 F.Supp. 3d 1356 (2025) (denying centralization of sexual abuse claims under statute governing multidistrict litigation because actions involved varied circumstances, including differences in perpetrators, church officials, geographic locales, attempts to notify authorities, and time periods).

148. For the same reasons the foregoing cases denied class certification and centralization of sexual abuse claims, the claims put forth by the Stay Relief Claimants will not provide any meaningful indicia of value for other claimants in this case or the insurers apparently targeted by the Stay Relief Claimants.

149. Because the Stay Relief Claimants are not representative of Survivor Claims in the Chapter 11 Case, the relief sought by the Stay Relief Claimants will not aid judicial efficiency.

C. The estate cannot be adequately protected.

150. As set forth above, any action in state court will require a determination that insurance coverage is available, before such action could proceed against a parish or school.

151. If no coverage is available, charitable immunity would bar the case from going forward.

152. Therefore, prior to proceeding to obtain a judgment, determinations will be required as to whether insurance coverage is available within the terms of the various insurance policies and under the particular circumstances of each claim.

153. Any negative determination regarding insurance coverage would undoubtedly have a negative impact on the Debtor's ability to monetize its insurance assets in the Chapter 11 Case.

154. Even if insurance coverage is available and the actions proceed to judgment, the estate will not be adequately protected.

155. The insurers have reserved their rights to deny coverage on multiple grounds, including that the alleged sexual abuse was expected or intended by the Debtor and its parishes and schools.

156. Critically, litigating these cases creates a significant risk of generating evidence that the insurers will exploit to support their coverage defenses—particularly the expected or intended defense.

157. This discovery would jeopardize coverage not only for the Survivor Claimants seeking stay relief, but also for the many claimants who are not.

158. The reason is straightforward: the same perpetrators implicated by the claims for which stay relief is sought are also implicated in numerous other claims.

159. Survivor Claimant 859's case illustrates the problem, as Survivor Claimant 859 alleges abuse by Father Maurice Blackwell whose name is in more than thirty proofs of claim filed in the Chapter 11 Case.

160. If litigation of Survivor Claimant 859's case produces evidence supporting the insurers' expected or intended defense, the insurers will undoubtedly wield that evidence against coverage for all claimants—not just Survivor Claimant 859 but every other victim of Father Blackwell.

161. This will result in irreparable prejudice to the Debtor's insurance and ability to provide compensation for these claims.

162. Once stay relief is granted, there is no mechanism by which this Court can prevent this cascading prejudice to the Debtor's coverage.

163. Alternatively, the claimants seeking stay relief may well fail to prove that the Debtor and/or the parishes are liable for the alleged abuse by a particular perpetrator.

164. A finding of no liability will inevitably trigger a ripple effect on the Debtor's coverage for other claims involving the same perpetrator.

165. The insurers will undoubtedly contend that the insurance policies only respond if the insured becomes legally obligated to pay damages. *See, e.g.,* INA Policy, No. XBC10974 (4/4/1967-4/4/70, cancelled 5/1/1968) ("INA will indemnify the Insured for ultimate net loss in excess of the retained limit hereinafter stated which the Insured shall become legally obligated to pay as damages because of . . . personal injury . . . .").

166. The insurers may seize upon any finding of no liability in any suit that proceeds to judgment to argue that the Debtor and/or the parishes are not legally liable for any claims involving the same perpetrator. They will then insist that the policies provide no coverage whatsoever.

167. This "no liability" defense, if successful, would strip the Debtor of coverage for numerous claims—*a result that would severely prejudice the estate and all stakeholders*.

168. Again, there is no way for the Court to prevent these far-reaching consequences.

169. Therefore, the Debtor's estate cannot be adequately protected by limiting the relief granted to seeking a judgment and then bringing that judgment back to this Court.

II. The Insurance Stay Order should be entered on a final basis.

170. As this Court has previously held, the Debtor's insurance policies and coverage are property of the estate.

171. Any actions that would affect property of the estate are stayed by operation of the automatic stay, as set forth in section 362(a) of the Bankruptcy Code:

> (a) Except as provided in subsection (b) of this section, a petition filed under section 301, 302, or 303 of this title . . . operates as a stay, applicable to all entities, of—
>
> > (1) the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title; [and]
> >
> > ***
> >
> > (3) any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate[.]

172. Accordingly, there is no need to ***extend*** the automatic stay; rather, this Court need only enter the Insurance Stay Order on a final basis, confirming that: (a) the Debtor's insurance policies and coverage are property of the estate; and (b) actions against non-debtors that are co-owners of the Debtor's insurance policies and coverage would violate section 362(a)(3) of the Bankruptcy Code.

173. Under Maryland law, a charitable institution like the parishes and schools is immune from tort liability to the extent such entity does not have insurance. *See Perry v. House of Refuge*, 63 Md. 20 (1885). *See also Abramson v. Reiss*, 334 Md. 193 (1994).

174. Indeed, where there is no insurance available to cover a tort claim against a charitable institution like the parishes and schools, the procedural response is dismissal of the action. *See, e.g.*, *Abramson*, 334 Md. at 209 (affirming dismissal of claims against uninsured charitable organization).

175. As a result, any litigation against a parish or school requires there be insurance coverage and, correspondingly, requires a state court determining whether insurance coverage exists for each claim, which is a determination that could detrimentally affect the Debtor's position vis-à-vis coverage available in the Chapter 11 Case.

176. Accordingly, unlike in the Diocese of Rockville Centre's chapter 11 case, which was relied upon by the Committee, there can be made no distinction in this case between an action against a parish or school and proceeding against the proceeds of the Debtor's insurance policies.

177. Here, an action against a parish or school ***is an action against the Debtor's insurance policies.***

178. And as set forth above, any such action could irreparably harm the Debtor, the Debtor's estate, and prospects at a successful reorganization in the Chapter 11 Case.

179. Therefore, this Court should enter the Insurance Stay Order on a final basis, confirming that the Debtor's insurance policies are property of the estate and any actions that would impact the Debtor's insurance policies violates the automatic stay pursuant section 362(a)(3) of the Bankruptcy Code.

Dated: April 15, 2026

Respectfully submitted,

/s/ Blake D. Roth
Catherine K. Hopkin (Fed. Bar No. 28257)
YVS LAW, LLC
185 Admiral Cochrane Drive, Suite 130
Annapolis, MD 21401
Telephone: 443.569.0788

Facsimile: 410.571.2798
Email: chopkin@yvslaw.com

-and-

Blake D. Roth (admitted pro hac vice)
C. Scott Kunde (admitted pro hac vice)
HOLLAND & KNIGHT LLP
511 Union Street, Suite 2700
Nashville, TN 37219
Telephone: 615.244.6380
Facsimile: 615.244.6804
Email: blake.roth@hklaw.com
scott.kunde@hklaw.com

-and-

Philip T. Evans (Fed. Bar No. 11796)
HOLLAND & KNIGHT LLP
800 17th Street, NW, Suite 1100
Washington, DC 20006
Telephone: 202.457.7043
Email: philip.evans@hklaw.com

Attorneys for the Debtor and Debtor In Possession

CERTIFICATE OF SERVICE

I hereby certify that on the April 15, 2026, notice of filing of *Roman Catholic Archbishop of Baltimore's Omnibus Response to (I) The Official Committee Of Unsecured Creditors' Further Response in Opposition to the Debtor's Motion for Entry of an Order, Pursuant to Sections 105(a) and 362 of the Bankruptcy Code, Extending the Automatic Stay; and (II) Various Motions for Relief from the Automatic Stay* was served by CM/ECF to those parties listed on the docket as being entitled to such electronic notices, which parties are identified on the attached service list. In addition, Epiq Corporate Restructuring, LLC will cause a true and correct copy of the Response to be served on all parties required to be served, with a certificate or affidavit of service to be filed subsequently, all in accordance with Local Rule 9013-4.

/s/ Blake D. Roth
Blake D. Roth