

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND**

In re:

ROMAN CATHOLIC ARCHBISHOP OF
BALTIMORE

Debtor.¹

Case No: 23-16969-MMH
Chapter 11

**HARTFORD ACCIDENT AND INDEMNITY COMPANY, HARTFORD
CASUALTY INSURANCE COMPANY, HARTFORD FIRE INSURANCE COMPANY
AND TWIN CITY FIRE INSURANCE COMPANY’S REPLY TO THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS REQUEST TO TERMINATE
AUTOMATIC STAY AS TO CERTAIN NON-DEBTOR ENTITIES**

Hartford Accident and Indemnity Company, Hartford Casualty Insurance Company, Hartford Fire Insurance Company and Twin City Fire Insurance Company, (collectively, “Hartford”), through undersigned counsel, respectfully submit this reply to the *Committee’s 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* (the Committee “Further Response”) [Dkt. No. 2097].

1. In its Further Response, the Committee argues: (i) the assertion of an Abuse Action against a Covered Party is not an effort to recover from the Debtor’s estate (insurance); (ii) the Court could craft an order precluding claimants from accessing insurance available to the Debtor’s estate; and (iii) the record is unsupported by evidence of insurance shared by the Debtor and its non-debtor affiliates (the Non-Debtor Entities) in any event. Then, on April 20, 2026, the Committee’s Special Insurance Counsel argued that defense costs do not erode the limits under the relevant insurance policies (which is correct for some policies but not others) and that the

¹ The last four digits of the Debtor’s federal tax identification number are: 1535. The Debtor’s principal place of business is located at 320 Cathedral Street, Baltimore, Maryland 21201.

policies have no aggregate limits, which counsel said “means” that there is “one policy limit available for every single survivor who has suffered abuse during the policy period. And there is no limit as to what the insurance can pay.” April 20, 2026 Hr’g Tr. 159:7-10. Hartford understood the Committee’s Special Insurance Counsel to be arguing that the Debtor and the Non-Debtor Entities that share insurance with the Debtor were not competing for the same policy limit.

2. Hartford and the Committee have reached an agreement in principle to resolve Hartford’s alleged coverage obligations. Hartford files this reply not to ask, or because it expects, the Court to resolve the insurance coverage issues raised by the Committee’s Further Response (and Special Insurance Counsel’s comments), but rather to assist the Court in understanding the complexity of the issues and the potential risks all parties would face if the Court granted at this time the relief the Committee seeks. In sum, the Committee’s Further Response raises myriad and nuanced issues of insurance law, including the number of occurrence(s) out of which the abuse claims arise and whether Debtor and the Non-Debtor Entities entitled to insurance under the same insurance policies are in competition for the same applicable limit of liability, *i.e.*, the same occurrence limit under the policies. Moreover, as discussed below, the relief the Committee seeks could potentially expose Hartford to having to defend claims for which it has negotiated a tentative settlement, a result that could imperil that settlement.

3. With regard to number of occurrences, Hartford believes it is far from clear that, as the Committee’s Special Insurance Counsel put it, there is one policy limit available for every single abuse claimant in each policy period in which a claimant alleges abuse. While there is Maryland appellate case law support for multiple occurrences in the context of mass tort

products liability claims, such as asbestos claims, the Maryland appellate courts have not decided the issue in the context of underlying sexual abuse claims. And, even if Maryland appellate courts borrowed the analysis used in other contexts, they still would have to analyze the claims against the particular policy's policy language (*e.g.*, Hartford's primary policies define an occurrence as "an accident, ***including continuous or repeated exposure to conditions***, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured"²) to see if they could be grouped, such as by the act(s) of the Archdiocese for which it is held liable (*i.e.*, the cause(s) of the Archdiocese's liability), by abuser, by location, or otherwise.³ Simply put, the Court does not have before it the record or case law needed to accept the broad assertion made by the Committee that "a policy limit is available for every single survivor."

4. And, even if the record were adequate and the case law were clear, the Court still could not reach the conclusion that the Debtor and Non-Debtor Entities entitled to coverage under the same policy are not competing for the same "occurrence" limit. Some insurance policies include what are referred to as "severability" provisions, stating that coverage under a policy is several as to each person entitled to coverage, including (sometimes but not always) with regard to the limits of liability under the policy. But some policies do not include such provisions. For example, the Hartford policies issued to the Debtor do not have severability provisions and in fact say the opposite:

² See, *e.g.*, Declaration of Annette P. Rolain at Exhibit A, Hartford Accident and Indemnity Company Policy No. 30 C 628769E (8/1/1977 to 6/30/1978) at HART0000003 (emphasis added).

³ See *CSX Transp., Inc. v. Continental Ins. Co.*, 680 A.2d 1082, 1091, 1098 (Md. 1996) (cause test requires factual analysis of "all the relevant circumstances," *i.e.*, source, location, timing, and intensity, rather than simply looking to the "number of injuries or claims"); *Bd. of Cnty, Comm'rs of St. Mary's Cnty. v. Marcas, LLC*, 4 A.3d 946, 954-957 (Md. 2010) (analyzing number of occurrences issue under C.J. § 5-303(a) by reference to cases addressing same under insurance policies).

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage . . . the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability Coverage

The limit of liability stated in the Schedule of this endorsement as applicable to “each occurrence” is the total limit of the company’s liability under all Coverage Parts designated in the Schedule with respect to such stated limit of liability for all damages because of bodily injury, including damages for care and loss of services, and all property damage as the result of any one occurrence;. . . .

See, e.g., Rolain Decl., Ex. A at HART0000016 (emphasis added). Under the Hartford policies, all insureds compete for the same occurrence limit.

5. Again, the purpose of Hartford’s reply is not to ask the Court to rule on these complex insurance issues, which courts have wrestled with for many years. Rather, the purpose of Hartford’s reply is to show that these are not easy issues to resolve, which highlights the wisdom of Ford Elsaesser’s comments at the April 20 hearing. Mr. Elsaesser is counsel to the Non-Debtor Entities. Mr. Elsaesser argued that it “makes absolutely no sense” to terminate now the interim order extending the stay to the Non-Debtor Entities. April 20 Hr’g Tr. 240:21-22. Mr. Elsaesser colorfully asserted – perhaps too colorfully – that “we have \$100 million on the table. We’re pregnant.” *Id.* 240:24-25. Those comments, of course, alluded to Hartford’s agreement in principle with the Committee, which the Debtor and Non-Debtor Entities have enthusiastically and publicly supported.

6. Hartford’s agreement to pay \$100 million is conditioned on various non-financial conditions, such as a buy-back of its policies free and clear of all interests thereunder per section

363(f), including the interests of Non-Debtor Entities insured under the Hartford policies.⁴ If the underlying cases are ordered to go forward against the Non-Debtor Entities, Hartford could face demands to defend potentially hundreds of lawsuits while this Chapter 11 case progresses.

Hartford has agreed to pay the settlement amount in part to avoid such a burden. To be sure, the Court could try to carve out from its order terminating its second interim order any abuse claims covered by the Hartford policies. But efforts to craft an appropriate Hartford carve-out from the order terminating the Court's interim order would be complicated, as Mr. Elsaesser previewed on April 20. And, worse yet, if those efforts failed to protect Hartford in accord with its agreement in principle, the Hartford settlement could be scuttled, removing \$100 million from funds that otherwise are positioned to go to abuse claimants upon a final confirmation order.

7. This Chapter 11 case is now on track to conclude proceedings in this Court in a matter of a few months. The Court has set dates for plans and disclosure statements to be filed by May 15, for a disclosure statement hearing on June 8 and for a plan confirmation hearing to begin September 14. Hartford believes that rather than distract the parties with the threat or reality of collateral litigation against the Non-Debtor Entities, the parties' respective and collective interests are best served by continuing down the path set by the Court while maintaining the status quo. Either the parties are going to find common ground on a confirmable plan, ideally a global consensual plan as the Court has repeatedly urged, or they will fail and face the prospect of litigation in the tort system for years to come.

8. Hartford will be available at the June 1-2, 2026 hearings to the extent that the Court has questions for Hartford on this matter.

⁴ See *The Official Committee of Unsecured Creditors' Chapter 11 Plan of Reorganization for the Roman Catholic Archbishop of Baltimore* at Exhibit 10 n.3 [Dkt. No. 2178].

Dated: May 15, 2026

Respectfully submitted,

/s/ James P. Ruggeri

James P. Ruggeri (Fed. Bar No. 21926)
Joshua D. Weinberg (admitted *pro hac vice*)
Annette P. Rolain (admitted *pro hac vice*)
RUGGERI PARKS WEINBERG LLP
1875 K Street NW, Suite 800
Washington, DC 20006
Tel: (202) 984-1400
jruggeri@ruggirilaw.com
jweinberg@ruggirilaw.com
arolain@ruggirilaw.com

and

Philip D. Anker (admitted *pro hac vice*)
WILMER CUTLER PICKERING HALE AND
DORR LLP
7 World Trade Center
250 Greenwich Street
New York, NY 10007
Tel: (212) 230-8890
philip.anker@wilmerhale.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15th day of May, 2026, a copy of Hartford Accident And Indemnity Company, Hartford Casualty Insurance Company, Hartford Fire Insurance Company And Twin City Fire Insurance Company's Reply To The Official Committee Of Unsecured Creditors Request To Terminate Automatic Stay As To Certain Non-Debtor Entities was served electronically on D. Blake Roth, Esquire, Holland & Knight LLP, 511 Union Street, Suite 2700, Nashville, TN 37219, blake.roth@hkllaw.com; Catherine K. Hopkin, Esquire, YVS Law LLC, 185 Admiral Cochrane Drive, Suite 130, Annapolis, Maryland 21401, chopkin@yvslaw.com; and Hugh Bernstein, Esquire, Office of the United States Trustee, 101 West Lombard Street, Suite 2625, Baltimore, Maryland 21201, hugh.m.bernstein@usdoj.gov; and to all parties that are registered to receive electronic filing through the CM/ECF system on the attached list.

Dated: May 15, 2026

/s/ Zachary T. Warren
Zachary T. Warren

The following parties received CM/ECF notice of the filing:

Nathan D. Adler, Esquire: nda@nqgrg.com
Philip D. Anker, Esquire: philip.anker@wilmerhale.com
Sam Alberts, Esquire: sam.alberts@dentons.com
G. Calvin Awkward, III, Esquire: cawkward@goldbergsegalla.com
Gary Bahena, Esquire: garybahena@bahenalaw.com
Hugh M. Bernstein, Esquire: hugh.m.bernstein@usdoj.gov
Diane C. Bristow, Esquire: dcb@nqgrg.com
Philip Tucker Evans, Esquire: philip.evans@hkllaw.com
Kevin Foreman, Esquire: kforeman@carltonfields.com
Andrew Freeman, Esquire: adf@browngold.com
Andrew Glasnovich, Esquire: drew.glasnovich@stinson.com
Gary R. Greenblatt, Esquire: grg@cooncolelaw.com
Geoffrey Grivner, Esquire: geoffrey.grivner@bipc.com
Megan Harmon, Esquire: megan.harmon@bge.com
Catherine Keller Hopkin, Esquire: chopkin@yvslaw.com
Robert Keith Jenner: rjenner@jennerlawfirm.com
Steven J. Kelly, Esquire: skelly@gelaw.com
Nicole Khalouian, Esquire: nicole.khalouian@stinson.com
C. Scott Kunde, Jr., Esquire: scott.kunde@hkllaw.com
Anthony May, Esquire: amay@browngold.com
Timothy P. Palmer, Esquire: timothy.palmer@bipc.com
Mark David Plevin, Esquire: mplevin@crowell.com
David Kendall Roberts, Esquire: droberts2@omm.com
Annette Rolain, Esquire: arolain@ruggirilaw.com
Blake D. Roth, Esquire: blake.roth@hkllaw.com
James P. Ruggeri, Esquire: jruggeri@ruggirilaw.com
Jonathan Schapp, Esquire: jschapp@goldbergsegalla.com
U.S. Trustee – Baltimore: ustpreion04.ba.ecf@usdoj.gov
Irving Edward Walker, Esquire: iwalker@coleschotz.com
Jonathan Schochor, Esquire; jschochor@sfspa.com
Kerry Staton, Esquire; kstaton@sfspa.com
Joshua F. Kahn, Esquire; jkahn@sfspa.com
Thomas F. Yost, Esquire; tyost@yostlaw.com
Andrew Janet, Esquire; asjanet@jjsjustice.com
Donna M. Berdych, Esquire; donna@berdychlaw.com
Philip S. Georges, Esquire; phil@wolfofjustice.com
Joshua D. Weinberg, Esquire: jweinberg@ruggirilaw.com
Adam R. Dunst, Esquire, adunst@goldbergsegalla.com
Samantha J. Hanson-Lenn, Esquire, Samantha.hansonlenn@stinson.com
Eric G. Korphage, Esquire, korphagee@whiteandwilliams.com
Robert H. Kline, Esquire, kliner@whiteandwilliams.com
Matthew M. Weiss, Esquire, mweiss@phrd.com
John E. Bucheit, Esquire, jbucheit@phrd.com

Matthew G. Roberts, Esquire, mroberts@phrd.com
John Grossbart, Esquire, john.grossbart@dentons.com
Siobhain P. Minarovich, Esquire, manarovics@whiteandwilliams.com
Justin P. Fasano, Esquire, jfasano@mhlawyers.com
Matthew C. Nelson, Esquire, matthew.nelson@kennedyslaw.com
Jillian G. Dennehy, Esquire, jillian.dennehy@kenedyslaw.com
James R. Murray, Esquire, jim.murray@blankrome.com
James D. Carter, Esquire, james.carter@blankrome.com
Robyn L. Michaelson, Esquire, robyn.michaelson@blankrome.com
Sara G. Klein, Esquire, sklein@manlystewart.com
Gary P. Seligman, Esquire, gseligman@wiley.law
Ezhan S. Hasan, Esquire, ahasan@wiley.com
Michael J. Belsky, Esquire, mbelsky@sbwdlaw.com
Catherine A. Dickinson, Esquire, cdickinson@sbwdlaw.com
Isabella R. Sayyah, Esquire, isayyah@gibsondunn.com
Matthew A. Hoffman, Esquire, mhoffman@gibsondunn.com
Ryan S. Appleby, Esquire, rappleby@gibsondunn.com
Michael A. Rosenthal, Esquire, mrosenthal@gibsondunn.com
Todd C. Jacobs, Esquire, tjacobs@phrd.com
Jesse J. Bair, Esquire, jbair@burnsbair.com
Timothy W. Burns, Esquire, tburns@burnsbair.com
Jared Zola, Esquire, jared.zola@blankrome.com
Anthony J.M. Kikendall, Esquire, kikendalla@whiteandWilliams.com
Eileen King Bower, Esquire, Eileen.kingbower@clydeco.us
Robert M. Westra, Esquire, rwestra@ppsrlaw.com
Kevin A. Clasing, Esquire, kclasing@ppsrlaw.com
Morgan K. Stippel, Esquire, mstippel@burnsbair.com
Justine M. Daniels, Esquire, jdaniels@omm.com
Ryan S. Perlin, Esquire, perlin@mdtrialfirm.com
Emily C. Malarkey, Esquire, malarkey@mdtrialfirm.com
Jodie E. Bekman, Esquire, jbekman@gfrlaw.com
Timothy Karcher, Esquire, tkarcher@proskauer.com
Paul Possinger, Esquire, ppossinger@proskauer.com
Clinton Cameron, Esquire, Clinton.cameron@clydeco.us
Bret Kabacinski, Esquire, bret.kabacinski@clydeco.us
Douglas McGill, Esquire, dmcgill@webbermcgill.com
Christopher Sevedge, Esquire, Christopher.sevedge@stinson.com
Ysabelle G. Reyes, Esquire, yreyes@wiley.law
Jon P. Newton, Esquire, jnewton@reidandriege.com
Benjamin M. Fischer, Esquire, bfischer@coleschotz.com
Richard A. Galbo, Esquire, rgalbo@goldbergsegalla.com
Sheldon N. Jacobs, Esquire, sjacobs@snjlaw.com
Nicholas A. Dellefave, Esquire, Nicholas.dellefave@hkllaw.com
Elizabeth Connell, Esquire, elizabeth@connellcounsel.com
Jacob C. Cohn, Esquire, jcohn@plevinturner.com

E. Christopher Amos, Esquire, eChrisamos@gmail.com
Edward J. Kelley, Esquire, ed@constantllp.com
W. Charles Meltmar, Esquire, cmeltmar@cochranfirmdc.com
Nathaniel L. Foote, Esquire, nate@vca.law
Michael J. Belsky, Esquire, mbelsky@sbwdlaw.com
Catherine A. Dickinson, Esquire, cdickinson@sbwdlaw.com
Kathleen A. Parnow, Esquire, katie.parnow@stinson.com
Redwan Saleh, Esquire, rsaleh@omm.com
Ryan C. Evans, Esquire, revans@plevinturner.com
Andrew Janet, Esquire; asjanet@jjsjustice.com
Donna M. Berdych, Esquire; donna@berdychlaw.com
Alexander Toth Boudreau, Esquire; aboudreau@gibsondunn.com