

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE



Laurie Selber Silverstein
Chief Judge

824 N. Market Street
Wilmington, DE 19801
(302) 252-2900

September 7, 2022

VIA CM/ECF Notification

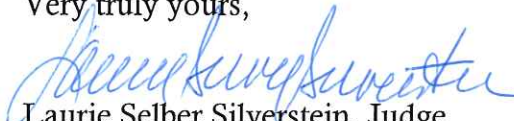
TO: ALL COUNSEL

Re: Boy Scouts of America and Delaware BSA, LLC - Case No. 20-10343

As discussed at the status conference today on the form of confirmation order, I reviewed the clean copies of the competing language for paragraph 51(b) proposed by Debtors/Plan Proponents and by the Certain Insurers. I am accepting the language submitted by Debtors/Plan Proponents with one exception – the word “voluntarily” must be deleted as per the attached.

Debtors should upload the form of confirmation order and communicate with chambers when done.

Very truly yours,


Laurie Selber Silverstein, Judge
United States Bankruptcy Court

LSS/cmb
Attachment

51. **Claims by Non-Settling Insurance Companies With Respect to Coverage Provided by Settling Insurance Companies.**

(b) If a Non-Settling Insurance Company obtains a final and non-appealable judicial determination or binding arbitration award in any Insurance Action, that it would have been entitled to recover a sum certain on its right, claim or cause of action against a Settling Insurance Company for contribution, subrogation, equitable subrogation, indemnification, allocation, reimbursement or offset relating to one or more Abuse Claims, or the Settlement Trustee (or to the extent the saving clause in Article V.S.1 applies, the Protected Party or Limited Protected Party) agrees to such entitlement to such sum certain, upon such determination or award in the Insurance Action, the liability for such sum certain or such agreement shall be satisfied solely by the Settlement Trust (or to the extent the saving clause in Article V.S.1 applies, the Protected Party or Limited Protected Party) ~~voluntarily~~ reducing or limiting any claim, cause of action or judgment it has against the Non-Settling Insurance Company for recovery on any Abuse Claim that gave rise to such right, claim or cause of action for contribution, subrogation, equitable subrogation, indemnification, allocation, reimbursement or offset. The Settlement Trust (or to the extent the saving clause in Article V.S.1 applies, the Protected Party or Limited Protected Party) shall not seek to enforce any judicial determination or binding arbitration award it has obtained against a Non-Settling Insurance Company that is seeking such reduction until the Settlement Trust's (or to the extent the saving clause in Article V.S.1 applies, the Protected Party's or Limited Protected Party's) judgment or award becomes final and non-appealable. Post-judgment interest shall not accrue with respect to the portion of any such claim that is so reduced by a Final Order as a result of a claim for contribution, subrogation, equitable subrogation, indemnification, allocation, reimbursement or offset relating to one or more Abuse Claims.