

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

In re:

BOY SCOUTS OF AMERICA AND
DELAWARE BSA, LLC,

Debtors.

Chapter 11

Case No. 20-10343 (LSS)

(Jointly Administered)

Re: Dkt.

**DECLARATION OF SALVATORE COCCHIARO IN SUPPORT OF
MOVING INSURERS' MOTION TO COMPEL DOCUMENTS WITHHELD BY ERIC
GREEN AND RESOLUTIONS, LLC ON THE BASIS OF MEDIATION PRIVILEGE**

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*Counsel for Century Indemnity Company, as
successor to CCI Insurance Company, as
successor to Insurance Company of North
America and Indemnity Insurance Company of
North America*

I, **SALVATORE COCCHIARO**, declare as follows:

1. I am an associate at the firm O'Melveny & Myers LLP. I submit this declaration based on my knowledge of the proceedings in the Boy Scouts of America bankruptcy and review of the pleadings, in support of *Moving Insurers' Motion to Compel Documents Withheld by Eric Green and Resolutions, LLC on the Basis of Mediation Privilege*.

2. Attached hereto as **Exhibit 1** is a true and correct copy of Certain Insurers' Subpoena to Resolutions, LLC for Document Requests, dated August 3, 2021.

3. Attached hereto as **Exhibit 2** is a true and correct copy of Certain Insurers' Subpoena to Eric Green for Document Requests, dated August 9, 2021.

4. Attached hereto as **Exhibit 3** is a true and correct copy of emails exchanged between Century's counsel and counsel for Eric Green and Resolutions, LLC, dated August 10, 2021 through August 16, 2021.

5. Attached hereto as **Exhibit 4** is a true and correct copy of emails exchanged between Century's counsel and counsel for Eric Green and Resolutions, LLC, dated August 11, 2021 through August 12, 2021.

6. Attached hereto as **Exhibit 5** is a true and correct copy of Resolutions, LLC's Responses & Objections to Certain Insurers' Subpoena for document requests, dated August 11, 2021.

7. Attached hereto as **Exhibit 6** is a true and correct copy of Eric Green's Responses & Objections to Certain Insurers' Subpoena for document requests, dated August 16, 2021.

8. Attached hereto as **Exhibit 7** is a true and correct copy of emails exchanged between Century's counsel and counsel for Eric Green and Resolutions, LLC, dated August 16, 2021 through August 17, 2021.

9. Attached hereto as **Exhibit 8** is a true and correct copy of emails exchanged between Century's counsel and counsel for Eric Green and Resolutions, LLC, dated August 18, 2021 through September 16, 2021.

10. Attached hereto as **Exhibit 9** is a true and correct copy of a letter from Century's counsel to counsel for Eric Green and Resolutions, LLC, dated August 31, 2021.

11. Attached hereto as **Exhibit 10** is a true and correct copy of counsel for Eric Green and Resolutions, LLC's letter to Century's counsel regarding the privilege log, dated September 1, 2021.

12. Attached hereto as **Exhibit 11** is a true and correct copy of Eric Green and Resolutions, LLC's privilege log, dated September 1, 2021.

13. Attached hereto as **Exhibit 12** is a true and correct copy of the May 18, 2020 Hearing Transcript.

14. Attached hereto as **Exhibit 13** is a true and correct copy of the June 8, 2020 Hearing Transcript.

15. Attached hereto as **Exhibit 14** is a true and correct copy of the biography of David J. Molton, available at <https://brownrudnick.com/people/david-j-molton/> (last accessed September 17, 2021).

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 17th day of September 2021 in New York, New York.

/s/ Salvatore Cocchiario
Salvatore Cocchiario

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT

District of Delaware

In re Boy Scouts of America and Delaware BSA, LLC

Debtor

Case No. 20-10343 (LSS)

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

v.

Adv. Proc. No.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

Resolutions, LLC, 30 Monument Square, Suite 245, Concord, MA 01742

To:

(Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Contained herein in Exhibit 1

Table with 2 columns: PLACE (STAMOULIS & WEINBLATT LLC, Attn: Stamatios Stamoulis, 800 N. West Street, Third Floor Wilmington, DE 19801, (302) 999-1540 stamoulis@swdelaw.com) and DATE AND TIME (8/11/21 by 5:00 pm Eastern)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 8/3/2021

CLERK OF COURT

OR

Tarcared Schiavoni

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Century Indemnity Company on behalf of the Propounding Insurers, who issues or requests this subpoena, are:

Stamatios Stamoulis 800 N. West Street, Third Floor Wilmington, DE 19801 (302) 999-1540 stamoulis@swdelaw.com

Notice to the person who issues or requests this subpoena: A complete list of the Propounding Insurers can be found on Exhibit 1.

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)*_____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)*_____; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$_____.

My fees are \$_____ for travel and \$_____ for services, for a total of \$_____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production underspecified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT 1

DEFINITIONS

For the purposes of these Requests for Production, the following Definitions shall apply:

1. The words “all,” “any,” and “each” shall each be construed as encompassing any and all. The singular shall include the plural and vice versa; the terms “and” or “or” shall be both conjunctive and disjunctive; and the term “including” means “including without limitation.” The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense.

2. “Board” includes any of the Boy Scouts of America’s boards or committees of directors, executives, and key officials, whether professional or volunteer, including but not limited to the National Executive Board, National Executive Committee, the Bankruptcy Task Force, and the “Key 3” of Roger Mosby, Dan Ownby, and W. Scott Sorrels.

3. “Chapter 11 Cases” means the cases filed by the Debtors under chapter 11 of the Bankruptcy Code, jointly administered under Case No. 20-10343 (LSS).

4. “Coalition” means the Coalition of Abused Scouts for Justice, including its individual members and any attorneys, representatives, consultants, advisors or anyone acting on the Coalition’s behalf during the pendency of these Chapter 11 Cases.

5. “Communications” shall mean all inquiries, discussions, conversations, negotiations, agreements, understandings, meetings, telephone conversations, letters, notes, telegrams, correspondence, memoranda, emails, facsimile transmissions, or other form of verbal, written, mechanical, or electronic disclosure, in Your actual or constructive control or custody or in the control or custody of any current or former affiliates, representatives or advisors.

6. “Concerning” means relating to, evidencing, supporting, negating, refuting, embodying, containing, memorializing, comprising, reflecting, analyzing, constituting, describing,

identifying, referring to, referencing, discussing, indicating, connected with or otherwise pertaining in any way, in whole or in part, to the subject matter being referenced.

7. “Debtors” means, collectively or individually, as context requires and to encompass responsive documents from Boy Scouts of America and Delaware BSA LLC, and each of their attorneys.

8. “Documents” shall mean any writings, recordings, electronic files and mails, or photographs, whether original or duplicate, as defined in Federal Rule of Evidence 1001 and Federal Rule of Civil Procedure 34(a), inclusively, including (but not limited to) all documents and information in Your possession, custody, or control, and includes: all and any written, recorded, or graphic material, however produced or reproduced, minutes, summaries, memoranda, transcripts, tapes, or other voice recordings, and all other documents and tangible things, including booklets, brochures, pamphlets, circulars, notices, periodicals, papers, records, contracts, agreements, photographs, minutes, memoranda, messages, appraisals, analyses, reports, files, interoffice memoranda, or interoffice communications of any description, calculations, invoices, accounting entries, diary entries, calendars, inventory sheets, ledgers, correspondence, emails, phone recordings, instant messages, text messages, telegrams, advertisements, press releases, notes, letters, diaries, working papers, schedules, projections, graphs, charts, films, tapes, print-outs, and all other data, whether recorded by electronic or other means, and all drafts thereof. If a Document was prepared in several copies, or if additional copies were thereafter made, and if any such copies are not identical in all respects or are no longer identical by reason of subsequent notation or modification of any kind whatsoever, including notes on the front or back, in the margins, or on any of the pages thereof, then each such non-identical copy is a separate Document and must be produced. When examples of categories or types of Documents are given in a

particular Request for Production by use of phrases such as “including,” this shall always be interpreted as being for illustrative purposes only (*i.e.*, to be understood as “including without limitation”) and in no way limits or narrows the scope of any Request for Production. “Documents” always includes Communications, whether so stated in a particular Request for Production or not.

9. “Fourth Amended Plan” shall mean the *Fourth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC* [Docket No. 5484].

10. “Hartford” shall mean Hartford Accident and Indemnity Company, First State Insurance Company, and Twin City Fire Insurance Company.

11. “Hartford Settlement” shall mean the *Settlement Agreement and Release* [Docket No. 2624, Ex. A].

12. “Local Council” shall have the meaning provided in the *Fourth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC* [Docket No. 5484].

13. “Plan of Reorganization” shall mean any plan of reorganization for the Debtors and any drafts thereof.

14. “Propounding Insurers” means those insurers identified in the signature block below.

15. “RSA” means the “Restructuring Support Agreement” entered into in these Chapter 11 Cases by the Debtors and certain parties on July 1, 2021 [Docket No. 5466-2, Ex. 1].

16. “Settlement Trustee” shall have the meaning provided in the Fourth Amended Plan.

17. “Settlement Trustee Advisory Committee” shall have the meaning provided in the Fourth Amended Plan.

18. “Settlement Trust Documents” shall have the meaning provided in the RSA.

19. “State Court Counsel” shall have the meaning provided in the RSA.

20. “Term Sheet” means the “Boy Scouts of America Reorganization Term Sheet” and shall have the meaning provided in the RSA.

21. “TDPs” means the “Trust Distribution Procedures” and shall have the meaning provided in the Fourth Amended Plan.

22. “You” or “Your” and variants thereof means Resolutions, LLC, including but not limited to any of its employees, agents, and representatives.

INSTRUCTIONS

The preceding Definitions apply to each of these Instructions, and for the purposes of these Requests for Production, the following Instructions shall be followed:

1. Civil Rule 34, made applicable to this proceeding pursuant to Bankruptcy Rules 7034 and 9014(c), is hereby incorporated by reference and applies to each of the following instructions.

2. All responses shall comply with the requirements of the Civil Rules, the Bankruptcy Rules, and the Local Rules.

3. Unless otherwise stated in a specific Request for Production herein, the relevant time period shall be the period from the inception of the Debtors to the present.

4. These Requests for Production shall be deemed continuing in nature. In the event You become aware of or acquire additional information relating or referring to any of the following Requests for Production, such additional information is to be promptly produced.

5. Produce all Documents and all other materials described below in Your actual or constructive possession, custody, or control, including in the possession, custody, or control of current or former employees, officers, directors, agents, agents’ representatives, consultants, contractors, vendors, or any fiduciary or other third parties, wherever those Documents and

materials are maintained, including on personal computers, PDAs, wireless devices, local area networks, application-based communications services (including, without limitation, Facebook Messenger, Instant Bloomberg, WeChat, KakaoTalk, WhatsApp, Signal, iMessage, etc.), web-based file hosting services (including, without limitation, Dropbox, Box, Apple iCloud, Google Drive, Hightail, etc.), or web-based email systems (including, without limitation, Gmail, Yahoo, etc.). You must produce all Documents in Your possession, custody, or control, whether maintained in electronic or paper form and whether located on hardware owned and maintained by You or hardware owned and/or maintained by a third party that stores data on Your behalf.

6. Documents not otherwise responsive to these Requests for Production should be produced: (a) if such Documents mention, discuss, refer to, explain, or concern one or more Documents that are called for by these Requests for Production; (b) if such Documents are attached to, enclosed with, or accompany Documents called for by these Requests for Production; or (c) if such Documents constitute routing slips, transmittal memoranda or letters, comments, evaluations, or similar materials.

7. Documents should include all exhibits, appendices, linked Documents, or otherwise appended Documents that are referenced in, attached to, included with, or are a part of the requested Documents.

8. If any Document, or any part thereof, is not produced based on a claim of attorney-client privilege, work-product protection, or any other privilege, then in answer to such Request for Production or part thereof, for each such Document, You must:

- a. Identify the type, title and subject matter of the Document;
- b. State the place, date, and manner of preparation of the Document;

- c. Identify all authors, addressees, and recipients of the Document, including information about such persons to assess the privilege asserted; and
- d. Identify the legal privilege(s) and the factual basis for the claim.

9. Documents should not contain redactions unless such redactions are made to protect information subject to the attorney-client privilege and/or work-product doctrine. In the event any Documents are produced with redactions, a log setting forth the information requested in Instruction 9 above must be provided.

10. To the extent a Document sought herein was at one time, but is no longer, in Your actual or constructive possession, custody, or control, state whether it: (a) is missing or lost; (b) has been destroyed; (c) has been transferred to others; and/or (d) has been otherwise disposed of. In each instance, identify the Document, state the time period during which it was maintained, state the circumstance and date surrounding authorization for such disposition, identify each person having knowledge of the circumstances of the disposition, and identify each person who had possession, custody, or control of the Document. Documents prepared prior to, but which relate or refer to, the time period covered by these Requests for Production are to be identified and produced.

11. If any part of the following Requests for Production cannot be responded to in full, please respond to the extent possible, specifying the reason(s) for Your inability to respond to the remainder and stating whatever information or knowledge You have concerning the portion to which You do not respond.

12. If You object to any of these Requests for Production, state in writing with specificity the grounds of Your objections. Any ground not stated shall be waived. If You object to a particular portion of any Request for Production, You shall respond to any other portions of

such Request for Production as to which there is no objection and state with specificity the grounds of the objection.

13. If the identity of Documents responding to a Request for Production is not known, then that lack of knowledge must be specifically indicated in the response. If any information requested is not in Your possession, but is known or believed to be in the possession of another person or entity, then identify that person or entity and state the basis of Your belief or knowledge that the requested information is in such person's or entity's possession.

MANNER OF PRODUCTION

1. All Documents produced to the Propounding Insurers shall be provided in either native file ("native") or single-page 300 dpi-resolution group IV TIF format ("tiff") format as specified below, along with appropriately formatted industry-standard database load files and accompanied by true and correct copies or representations of unaltered attendant metadata. Where Documents are produced in tiff format, each Document shall be produced along with a multi-page, Document-level searchable text file ("searchable text") as rendered by an industry-standard text extraction program in the case of electronic originals, or by an industry-standard Optical Character Recognition ("ocr") program in the case of scanned paper Documents. Searchable text of Documents shall not be produced as fielded data within the ".dat file" as described below.

2. Database Load Files and Production Media Structure: Database load files shall consist of: (i) a comma-delimited values (".dat") file containing: production Document identifier information, data designed to preserve "parent and child" relationships within Document "families," reasonably accessible and properly preserved metadata (or bibliographic coding in the case of paper Documents), custodian or Document source information; and (ii) an Opticon (".opt") file to facilitate the loading of tiff images. Load files should be provided in a root-level folder named "Data," images shall be provided within a root level "Images" folder containing reasonably

structured subfolders, and searchable text files shall be provided in a single root-level “Text” folder.

3. Electronic Documents and Data, Generally: Documents and other responsive data or materials created, stored, or displayed on electronic or electro-magnetic media shall be produced in the order in which the Documents are or were stored in the ordinary course of business, including all reasonably accessible metadata, custodian or Document source information, and searchable text as to allow the Propounding Insurers, through a reasonable and modest effort, to fairly, accurately, and completely access, search, display, comprehend, and assess the Documents’ true and original content.

4. Emails and Attachments, and Other Email Account-Related Documents: All Documents and accompanying metadata created and/or stored in the ordinary course of business within commercial, off-the-shelf email systems, including, but not limited, to Microsoft Exchange™, Lotus Notes™, or Novell Groupwise™ shall be produced in tiff format, accompanying metadata, and searchable text files or, alternately, in a format that fairly, accurately, and completely represents each Document in such a manner as to make the Document(s) reasonably useable, manageable, and comprehensible by the Propounding Insurers.

5. Documents and Data Created or Stored in or by Structured Electronic Databases: With the exclusion of email and email account-related Documents and data, all Documents and accompanying metadata created and/or stored in structured electronic databases or files shall be produced in a format that enables the Propounding Insurers to reasonably manage and import those Documents into a useable, coherent database. Documents must be accompanied by reasonably detailed documentation explaining the Documents’ content and format, including, but not limited

to, data dictionaries and diagrams. Some acceptable formats, if and only if provided with definitive file(s), table(s), and field level schemas include:

- a. XML format file(s);
- b. Microsoft SQL database(s);
- c. Access database(s); and/or
- d. fixed or variable length ASCII delimited files.

6. Spreadsheets, Multimedia, and Non-Standard File Types: All Documents generated or stored in software such as Microsoft Excel or other commercially available spreadsheet programs, as well as any multimedia files such as audio or video, shall be produced in their native format, along with an accompanying placeholder image in tiff format indicating a native file has been produced. A “Nativelink” entry shall be included in the .dat load file indicating the relative file path to each native file on the production media. To the extent You have other file types that do not readily or easily and accurately convert to tiff and searchable text, You may elect to produce those files in native format subject to the other requirements listed herein. Native files may be produced within a separate root-level folder structure on deliverable media entitled “Natives.”

7. “Other” Electronic Documents: All other Documents and accompanying metadata and embedded data created or stored in unstructured files generated by commercially available software systems (excluding emails, structured electronic databases, spreadsheets, or multimedia) such as, but not limited to, word processing files (such as Microsoft Word), image files (such as Adobe .pdf files and other formats), and text files shall be produced in tiff and searchable text format in the order the files are or were stored in the ordinary course of business.

8. Paper Documents: Documents originally created or stored on paper shall be produced in tiff format. Relationships between Documents shall be identified within the Relativity .dat file utilizing document identifier numbers to express parent Document/child attachment boundaries, folder boundaries, and other groupings. In addition, the searchable text of each Document shall be provided as a multi-page text file as provided for by these Requests for Production.

DOCUMENT REQUESTS

General Requests

REQUEST FOR PRODUCTION NO. 1:

All Documents Concerning the Boy Scouts of America and/or these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 2:

All Documents and Communications between or among You and the Debtors, the Coalition, TCC, FCR, and State Court Counsel Concerning *Fuller-Austin* or *UNR* in connection with the Boy Scouts of America and/or these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 3:

All Communications among You, on the one hand, and the TCC, FCR and/or Coalition or their respective counsel, on the other hand, Concerning Boy Scouts of America, these Chapter 11 Cases, the RSA, the Term Sheet, the TDPs, the Settlement Trust Documents, and/or the Hartford Settlement.

REQUEST FOR PRODUCTION NO. 4:

All Communications among You, on the one hand, and James Patton and/or any lawyer representing Mr. Patton, on the other hand, Concerning Boy Scouts of America and/or these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 5:

All Documents and Communications among You, on the one hand, and the State Court Counsel, the Coalition, TCC, FCR and/or their representative counsel, on the other hand, Concerning Boy Scouts of America, the RSA, the Term Sheet, the TDPs, the Hartford Settlement, and/or the Settlement Trust Documents.

REQUEST FOR PRODUCTION NO. 6:

All documents Concerning the insurance coverage allegedly available to the Boy Scouts for claims of sexual abuse.

REQUEST FOR PRODUCTION NO. 7:

All indemnity and other agreements between or among the Debtors, Local Council(s) and any Chartering Organizations.

Requests Concerning Your Possible Retention

REQUEST FOR PRODUCTION NO. 8:

All Documents and Communications between or among You and the Debtors, Mr. Mosby, Mr. Ownby, Mr. Sorrels, any members of BSA's Board, State Court Counsel, the Coalition, TCC, FCR and/or any of their counsel or representatives Concerning Your potential or actual retention or appointment as Settlement Trustee, liquidating trustee, mediator or for any other role in these Chapter 11 Cases or as part of the administration or operation of a settlement trust created as part of these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 9:

Documents sufficient to show all other matters where You have been retained by James Patton, individually, or in his capacity, as future claimants representative or other representative capacity.

REQUEST FOR PRODUCTION NO. 10:

Documents sufficient to show all other matters where You have retained James Patton or Young Conaway as Your counsel, individually, or in Your capacity, as future claimants representative or other representative capacity, including any motions or applications that have been filed by You or on Your behalf to retain James Patton or Young Conaway.

REQUEST FOR PRODUCTION NO. 11:

Documents sufficient to show how much You have paid to James Patton or Young Conaway to represent You individually, or in Your capacity, as future claimants representative or other representative capacity.

REQUEST FOR PRODUCTION NO. 12:

Documents sufficient to show all other matters on which James Patton has recommended Your retention.

REQUEST FOR PRODUCTION NO. 13:

Documents sufficient to show any personal social relationship with James Patton, including (1) any calendar entries, emails, or text messages evidencing occasions where You, Mr. Patton, or your families vacationed together, traveled together, visited each other's home, dined together, or otherwise interacted in a non-professional setting, and (2) any written Communications including but not limited to text messages, emails, cards, or notes exchanged between You, Mr. Patton, or your families apart from those relating to any legal matters that you and Mr. Patton both are involved in in any capacity.

REQUEST FOR PRODUCTION NO. 14:

All Documents Concerning the actual or proposed terms for Your retention as Settlement Trustee, liquidating trustee, mediator or for any other role in these Chapter 11 Cases or as part of the administration or operation of a settlement trust created as part of these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 15:

All Communications among You, on the one hand, and BSA and/or its counsel, James Patton, Scott Gilbert, Kami Quinn, Joe Rice, and/or any other lawyer associated with Gilbert LLP or James Patton, on the other hand, Concerning Boy Scouts of America, these Chapter 11 Cases, a prepackaged bankruptcy for the Boy Scouts of America and/or the sexual abuse claims against the Boy Scouts of America, either during these Chapter 11 Cases or prepetition.

Requests Concerning Estimation, Valuation, and Analysis

REQUEST FOR PRODUCTION NO. 16:

All Documents and Communications Concerning and/or reflecting any analysis Concerning the number and valuation of Direct Abuse Claims and/or Indirect Abuse Claims at any time, including in connection with these Chapter 11 Cases and prepetition.

REQUEST FOR PRODUCTION NO. 17:

All Documents Concerning presentations made to anyone Concerning and/or reflecting any analysis Concerning the valuation of Direct Abuse Claims and/or Indirect Abuse Claims at any time, including in connection with these Chapter 11 Cases and prepetition.

REQUEST FOR PRODUCTION NO. 18:

All Documents and Communications Concerning any estimation and forecasting of present and future liabilities for claims in connection with these Chapter 11 Cases and prepetition, and the valuation of insurance policies associated with such liability.

Requests Concerning the Trust Distribution Procedures

REQUEST FOR PRODUCTION NO. 19:

All Documents Concerning the TDPs to be employed with any Plan of Reorganization for the Debtors.

REQUEST FOR PRODUCTION NO. 20:

All Documents and Communications Concerning Your involvement in the development of the Trust Distribution Procedures or any other procedures for allowing and valuing sexual abuse claims against BSA and/or the Local Councils.

REQUEST FOR PRODUCTION NO. 21:

All Documents Concerning any analysis Concerning the values of claims identified in the TDPs, including but not limited to, the values of claims falling into the various different tiers described in the Claims Matrix for Direct Abuse Claims identified in the TDPs.

REQUEST FOR PRODUCTION NO. 22:

All Documents and Communications reflecting the methodologies, metrics, and/or assumptions utilized in connection with any analysis Concerning the value of any present or future Direct Abuse Claims, including but not limited the values identified in the TDPs.

Requests Concerning the Settlement Trust

REQUEST FOR PRODUCTION NO. 23:

All Documents relating to the Settlement Trust Assets, including but not limited to all Communications between and/or among the Debtors, any Related Non-Debtor Entities, any Local Councils, the TCC, the Coalition, and the Future Claimants' Representative related thereto.

REQUEST FOR PRODUCTION NO. 24:

All Documents relating to the value of assets that any Related Non-Debtor Entity, Local Council, Chartered Organization or other entity is contributing to the Settlement Trust.

REQUEST FOR PRODUCTION NO. 25:

All Documents and Communications between or among You and the Debtors, Mr. Mosby, Mr. Ownby, Mr. Sorrels, any members of BSA's Board, State Court Counsel, the Coalition, TCC, FCR and/or any of their counsel or representatives.

Dated: August 3, 2021

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EXHIBIT 2

UNITED STATES BANKRUPTCY COURT

District of Delaware

In re Boy Scouts of America and Delaware BSA, LLC
Debtor

Case No. 20-10343 (LSS)

(Complete if issued in an adversary proceeding)

Chapter 11

Plaintiff

Adv. Proc. No.

v.

Defendant

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

Eric D. Green, 52 Devens Street, Concord, MA 01742 and/or
8 Lelands Path, Edgartown MA 02539

To: (Name of person to whom the subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: Contained herein in Exhibit 1

Table with 2 columns: PLACE (STAMOULIS & WEINBLATT LLC, Attn: Stamatios Stamoulis, 800 N. West Street, Third Floor Wilmington, DE 19801, (302) 999-1540 stamoulis@swdelaw.com) and DATE AND TIME (8/16/21 by 9:00 am Eastern)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: PLACE and DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 8/9/2021

CLERK OF COURT

OR

Tarcared Schiavoni

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party) Century Indemnity Company on behalf of the Propounding Insurers, who issues or requests this subpoena, are:

Stamatios Stamoulis 800 N. West Street, Third Floor Wilmington, DE 19801 (302) 999-1540 stamoulis@swdelaw.com

Notice to the person who issues or requests this subpoena: A complete list of the Propounding Insurers can be found on Exhibit 1.

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)*_____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)*_____; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$_____.

My fees are \$_____ for travel and \$_____ for services, for a total of \$_____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production underspecified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT 1

DEFINITIONS

For the purposes of these Requests for Production, the following Definitions shall apply:

1. The words “all,” “any,” and “each” shall each be construed as encompassing any and all. The singular shall include the plural and vice versa; the terms “and” or “or” shall be both conjunctive and disjunctive; and the term “including” means “including without limitation.” The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense.

2. “Board” includes any of the Boy Scouts of America’s boards or committees of directors, executives, and key officials, whether professional or volunteer, including but not limited to the National Executive Board, National Executive Committee, the Bankruptcy Task Force, and the “Key 3” of Roger Mosby, Dan Ownby, and W. Scott Sorrels.

3. “Chapter 11 Cases” means the cases filed by the Debtors under chapter 11 of the Bankruptcy Code, jointly administered under Case No. 20-10343 (LSS).

4. “Coalition” means the Coalition of Abused Scouts for Justice, including its individual members and any attorneys, representatives, consultants, advisors or anyone acting on the Coalition’s behalf during the pendency of these Chapter 11 Cases.

5. “Communications” shall mean all inquiries, discussions, conversations, negotiations, agreements, understandings, meetings, telephone conversations, letters, notes, telegrams, correspondence, memoranda, emails, facsimile transmissions, or other form of verbal, written, mechanical, or electronic disclosure, in Your actual or constructive control or custody or in the control or custody of any current or former affiliates, representatives or advisors.

6. “Concerning” means relating to, evidencing, supporting, negating, refuting, embodying, containing, memorializing, comprising, reflecting, analyzing, constituting, describing,

identifying, referring to, referencing, discussing, indicating, connected with or otherwise pertaining in any way, in whole or in part, to the subject matter being referenced.

7. “Debtors” means, collectively or individually, as context requires and to encompass responsive documents from Boy Scouts of America and Delaware BSA LLC, and each of their attorneys.

8. “Documents” shall mean any writings, recordings, electronic files and mails, or photographs, whether original or duplicate, as defined in Federal Rule of Evidence 1001 and Federal Rule of Civil Procedure 34(a), inclusively, including (but not limited to) all documents and information in Your possession, custody, or control, and includes: all and any written, recorded, or graphic material, however produced or reproduced, minutes, summaries, memoranda, transcripts, tapes, or other voice recordings, and all other documents and tangible things, including booklets, brochures, pamphlets, circulars, notices, periodicals, papers, records, contracts, agreements, photographs, minutes, memoranda, messages, appraisals, analyses, reports, files, interoffice memoranda, or interoffice communications of any description, calculations, invoices, accounting entries, diary entries, calendars, inventory sheets, ledgers, correspondence, emails, phone recordings, instant messages, text messages, telegrams, advertisements, press releases, notes, letters, diaries, working papers, schedules, projections, graphs, charts, films, tapes, print-outs, and all other data, whether recorded by electronic or other means, and all drafts thereof. If a Document was prepared in several copies, or if additional copies were thereafter made, and if any such copies are not identical in all respects or are no longer identical by reason of subsequent notation or modification of any kind whatsoever, including notes on the front or back, in the margins, or on any of the pages thereof, then each such non-identical copy is a separate Document and must be produced. When examples of categories or types of Documents are given in a

particular Request for Production by use of phrases such as “including,” this shall always be interpreted as being for illustrative purposes only (*i.e.*, to be understood as “including without limitation”) and in no way limits or narrows the scope of any Request for Production. “Documents” always includes Communications, whether so stated in a particular Request for Production or not.

9. “Fourth Amended Plan” shall mean the *Fourth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC* [Docket No. 5484].

10. “Hartford” shall mean Hartford Accident and Indemnity Company, First State Insurance Company, and Twin City Fire Insurance Company.

11. “Hartford Settlement” shall mean the *Settlement Agreement and Release* [Docket No. 2624, Ex. A].

12. “Local Council” shall have the meaning provided in the *Fourth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC* [Docket No. 5484].

13. “Plan of Reorganization” shall mean any plan of reorganization for the Debtors and any drafts thereof.

14. “Propounding Insurers” means those insurers identified in the signature block below.

15. “RSA” means the “Restructuring Support Agreement” entered into in these Chapter 11 Cases by the Debtors and certain parties on July 1, 2021 [Docket No. 5466-2, Ex. 1].

16. “Settlement Trustee” shall have the meaning provided in the Fourth Amended Plan.

17. “Settlement Trustee Advisory Committee” shall have the meaning provided in the Fourth Amended Plan.

18. “Settlement Trust Documents” shall have the meaning provided in the RSA.

19. “State Court Counsel” shall have the meaning provided in the RSA.

20. “Term Sheet” means the “Boy Scouts of America Reorganization Term Sheet” and shall have the meaning provided in the RSA.

21. “TDPs” means the “Trust Distribution Procedures” and shall have the meaning provided in the Fourth Amended Plan.

22. “You” or “Your” and variants thereof means Eric D. Green

INSTRUCTIONS

The preceding Definitions apply to each of these Instructions, and for the purposes of these Requests for Production, the following Instructions shall be followed:

1. Civil Rule 34, made applicable to this proceeding pursuant to Bankruptcy Rules 7034 and 9014(c), is hereby incorporated by reference and applies to each of the following instructions.

2. All responses shall comply with the requirements of the Civil Rules, the Bankruptcy Rules, and the Local Rules.

3. Unless otherwise stated in a specific Request for Production herein, the relevant time period shall be the period from the inception of the Debtors to the present.

4. These Requests for Production shall be deemed continuing in nature. In the event You become aware of or acquire additional information relating or referring to any of the following Requests for Production, such additional information is to be promptly produced.

5. Produce all Documents and all other materials described below in Your actual or constructive possession, custody, or control, including in the possession, custody, or control of current or former employees, officers, directors, agents, agents’ representatives, consultants, contractors, vendors, or any fiduciary or other third parties, wherever those Documents and materials are maintained, including on personal computers, PDAs, wireless devices, local area

networks, application-based communications services (including, without limitation, Facebook Messenger, Instant Bloomberg, WeChat, KakaoTalk, WhatsApp, Signal, iMessage, etc.), web-based file hosting services (including, without limitation, Dropbox, Box, Apple iCloud, Google Drive, Hightail, etc.), or web-based email systems (including, without limitation, Gmail, Yahoo, etc.). You must produce all Documents in Your possession, custody, or control, whether maintained in electronic or paper form and whether located on hardware owned and maintained by You or hardware owned and/or maintained by a third party that stores data on Your behalf.

6. Documents not otherwise responsive to these Requests for Production should be produced: (a) if such Documents mention, discuss, refer to, explain, or concern one or more Documents that are called for by these Requests for Production; (b) if such Documents are attached to, enclosed with, or accompany Documents called for by these Requests for Production; or (c) if such Documents constitute routing slips, transmittal memoranda or letters, comments, evaluations, or similar materials.

7. Documents should include all exhibits, appendices, linked Documents, or otherwise appended Documents that are referenced in, attached to, included with, or are a part of the requested Documents.

8. If any Document, or any part thereof, is not produced based on a claim of attorney-client privilege, work-product protection, or any other privilege, then in answer to such Request for Production or part thereof, for each such Document, You must:

- a. Identify the type, title and subject matter of the Document;
- b. State the place, date, and manner of preparation of the Document;
- c. Identify all authors, addressees, and recipients of the Document, including information about such persons to assess the privilege asserted; and

d. Identify the legal privilege(s) and the factual basis for the claim.

9. Documents should not contain redactions unless such redactions are made to protect information subject to the attorney-client privilege and/or work-product doctrine. In the event any Documents are produced with redactions, a log setting forth the information requested in Instruction 9 above must be provided.

10. To the extent a Document sought herein was at one time, but is no longer, in Your actual or constructive possession, custody, or control, state whether it: (a) is missing or lost; (b) has been destroyed; (c) has been transferred to others; and/or (d) has been otherwise disposed of. In each instance, identify the Document, state the time period during which it was maintained, state the circumstance and date surrounding authorization for such disposition, identify each person having knowledge of the circumstances of the disposition, and identify each person who had possession, custody, or control of the Document. Documents prepared prior to, but which relate or refer to, the time period covered by these Requests for Production are to be identified and produced.

11. If any part of the following Requests for Production cannot be responded to in full, please respond to the extent possible, specifying the reason(s) for Your inability to respond to the remainder and stating whatever information or knowledge You have concerning the portion to which You do not respond.

12. If You object to any of these Requests for Production, state in writing with specificity the grounds of Your objections. Any ground not stated shall be waived. If You object to a particular portion of any Request for Production, You shall respond to any other portions of such Request for Production as to which there is no objection and state with specificity the grounds of the objection.

13. If the identity of Documents responding to a Request for Production is not known, then that lack of knowledge must be specifically indicated in the response. If any information requested is not in Your possession, but is known or believed to be in the possession of another person or entity, then identify that person or entity and state the basis of Your belief or knowledge that the requested information is in such person's or entity's possession.

MANNER OF PRODUCTION

1. All Documents produced to the Propounding Insurers shall be provided in either native file ("native") or single-page 300 dpi-resolution group IV TIF format ("tiff") format as specified below, along with appropriately formatted industry-standard database load files and accompanied by true and correct copies or representations of unaltered attendant metadata. Where Documents are produced in tiff format, each Document shall be produced along with a multi-page, Document-level searchable text file ("searchable text") as rendered by an industry-standard text extraction program in the case of electronic originals, or by an industry-standard Optical Character Recognition ("ocr") program in the case of scanned paper Documents. Searchable text of Documents shall not be produced as fielded data within the ".dat file" as described below.

2. Database Load Files and Production Media Structure: Database load files shall consist of: (i) a comma-delimited values (".dat") file containing: production Document identifier information, data designed to preserve "parent and child" relationships within Document "families," reasonably accessible and properly preserved metadata (or bibliographic coding in the case of paper Documents), custodian or Document source information; and (ii) an Opticon (".opt") file to facilitate the loading of tiff images. Load files should be provided in a root-level folder named "Data," images shall be provided within a root level "Images" folder containing reasonably structured subfolders, and searchable text files shall be provided in a single root-level "Text" folder.

3. Electronic Documents and Data, Generally: Documents and other responsive data or materials created, stored, or displayed on electronic or electro-magnetic media shall be produced in the order in which the Documents are or were stored in the ordinary course of business, including all reasonably accessible metadata, custodian or Document source information, and searchable text as to allow the Propounding Insurers, through a reasonable and modest effort, to fairly, accurately, and completely access, search, display, comprehend, and assess the Documents' true and original content.

4. Emails and Attachments, and Other Email Account-Related Documents: All Documents and accompanying metadata created and/or stored in the ordinary course of business within commercial, off-the-shelf email systems, including, but not limited, to Microsoft ExchangeTM, Lotus NotesTM, or Novell GroupwiseTM shall be produced in tiff format, accompanying metadata, and searchable text files or, alternately, in a format that fairly, accurately, and completely represents each Document in such a manner as to make the Document(s) reasonably useable, manageable, and comprehensible by the Propounding Insurers.

5. Documents and Data Created or Stored in or by Structured Electronic Databases: With the exclusion of email and email account-related Documents and data, all Documents and accompanying metadata created and/or stored in structured electronic databases or files shall be produced in a format that enables the Propounding Insurers to reasonably manage and import those Documents into a useable, coherent database. Documents must be accompanied by reasonably detailed documentation explaining the Documents' content and format, including, but not limited to, data dictionaries and diagrams. Some acceptable formats, if and only if provided with definitive file(s), table(s), and field level schemas include:

- a. XML format file(s);

- b. Microsoft SQL database(s);
- c. Access database(s); and/or
- d. fixed or variable length ASCII delimited files.

6. Spreadsheets, Multimedia, and Non-Standard File Types: All Documents generated or stored in software such as Microsoft Excel or other commercially available spreadsheet programs, as well as any multimedia files such as audio or video, shall be produced in their native format, along with an accompanying placeholder image in tiff format indicating a native file has been produced. A “Nativelink” entry shall be included in the .dat load file indicating the relative file path to each native file on the production media. To the extent You have other file types that do not readily or easily and accurately convert to tiff and searchable text, You may elect to produce those files in native format subject to the other requirements listed herein. Native files may be produced within a separate root-level folder structure on deliverable media entitled “Natives.”

7. “Other” Electronic Documents: All other Documents and accompanying metadata and embedded data created or stored in unstructured files generated by commercially available software systems (excluding emails, structured electronic databases, spreadsheets, or multimedia) such as, but not limited to, word processing files (such as Microsoft Word), image files (such as Adobe .pdf files and other formats), and text files shall be produced in tiff and searchable text format in the order the files are or were stored in the ordinary course of business.

8. Paper Documents: Documents originally created or stored on paper shall be produced in tiff format. Relationships between Documents shall be identified within the Relativity .dat file utilizing document identifier numbers to express parent Document/child attachment boundaries, folder boundaries, and other groupings. In addition, the searchable text of each

Document shall be provided as a multi-page text file as provided for by these Requests for Production.

DOCUMENT REQUESTS

General Requests

REQUEST FOR PRODUCTION NO. 1:

All Documents Concerning the Boy Scouts of America and/or these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 2:

All Documents and Communications between or among You and the Debtors, the Coalition, TCC, FCR, and State Court Counsel Concerning *Fuller-Austin* or *UNR* in connection with the Boy Scouts of America and/or these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 3:

All Communications among You, on the one hand, and the TCC, FCR and/or Coalition or their respective counsel, on the other hand, Concerning Boy Scouts of America, these Chapter 11 Cases, the RSA, the Term Sheet, the TDPs, the Settlement Trust Documents, and/or the Hartford Settlement.

REQUEST FOR PRODUCTION NO. 4:

All Communications among You, on the one hand, and James Patton and/or any lawyer representing Mr. Patton, on the other hand, Concerning Boy Scouts of America and/or these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 5:

All Documents and Communications among You, on the one hand, and the State Court Counsel, the Coalition, TCC, FCR and/or their representative counsel, on the other hand,

Concerning Boy Scouts of America, the RSA, the Term Sheet, the TDPs, the Hartford Settlement, and/or the Settlement Trust Documents.

REQUEST FOR PRODUCTION NO. 6:

All documents Concerning the insurance coverage allegedly available to the Boy Scouts for claims of sexual abuse.

REQUEST FOR PRODUCTION NO. 7:

All indemnity and other agreements between or among the Debtors, Local Council(s) and any Chartering Organizations.

Requests Concerning Your Possible Retention

REQUEST FOR PRODUCTION NO. 8:

All Documents and Communications between or among You and the Debtors, Mr. Mosby, Mr. Ownby, Mr. Sorrels, any members of BSA's Board, State Court Counsel, the Coalition, TCC, FCR and/or any of their counsel or representatives Concerning Your potential or actual retention or appointment as Settlement Trustee, liquidating trustee, mediator or for any other role in these Chapter 11 Cases or as part of the administration or operation of a settlement trust created as part of these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 9:

Documents sufficient to show all other matters where You have been retained by James Patton, individually, or in his capacity, as future claimants representative or other representative capacity.

REQUEST FOR PRODUCTION NO. 10:

Documents sufficient to show all other matters where You have retained James Patton or Young Conaway as Your counsel, individually, or in Your capacity, as future claimants

representative or other representative capacity, including any motions or applications that have been filed by You or on Your behalf to retain James Patton or Young Conaway.

REQUEST FOR PRODUCTION NO. 11:

Documents sufficient to show how much You have paid to James Patton or Young Conaway to represent You individually, or in Your capacity, as future claimants representative or other representative capacity.

REQUEST FOR PRODUCTION NO. 12:

Documents sufficient to show all other matters on which James Patton has recommended Your retention.

REQUEST FOR PRODUCTION NO. 13:

Documents sufficient to show any personal social relationship with James Patton, including (1) any calendar entries, emails, or text messages evidencing occasions where You, Mr. Patton, or your families vacationed together, traveled together, visited each other's home, dined together, or otherwise interacted in a non-professional setting, and (2) any written Communications including but not limited to text messages, emails, cards, or notes exchanged between You, Mr. Patton, or your families apart from those relating to any legal matters that you and Mr. Patton both are involved in in any capacity.

REQUEST FOR PRODUCTION NO. 14:

All Documents Concerning the actual or proposed terms for Your retention as Settlement Trustee, liquidating trustee, mediator or for any other role in these Chapter 11 Cases or as part of the administration or operation of a settlement trust created as part of these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 15:

All Communications among You, on the one hand, and BSA and/or its counsel, James Patton, Scott Gilbert, Kami Quinn, Joe Rice, and/or any other lawyer associated with Gilbert LLP or James Patton, on the other hand, Concerning Boy Scouts of America, these Chapter 11 Cases, a prepackaged bankruptcy for the Boy Scouts of America and/or the sexual abuse claims against the Boy Scouts of America, either during these Chapter 11 Cases or prepetition.

Requests Concerning Estimation, Valuation, and Analysis

REQUEST FOR PRODUCTION NO. 16:

All Documents and Communications Concerning and/or reflecting any analysis Concerning the number and valuation of Direct Abuse Claims and/or Indirect Abuse Claims at any time, including in connection with these Chapter 11 Cases and prepetition.

REQUEST FOR PRODUCTION NO. 17:

All Documents Concerning presentations made to anyone Concerning and/or reflecting any analysis Concerning the valuation of Direct Abuse Claims and/or Indirect Abuse Claims at any time, including in connection with these Chapter 11 Cases and prepetition.

REQUEST FOR PRODUCTION NO. 18:

All Documents and Communications Concerning any estimation and forecasting of present and future liabilities for claims in connection with these Chapter 11 Cases and prepetition, and the valuation of insurance policies associated with such liability.

Requests Concerning the Trust Distribution Procedures

REQUEST FOR PRODUCTION NO. 19:

All Documents Concerning the TDPs to be employed with any Plan of Reorganization for the Debtors.

REQUEST FOR PRODUCTION NO. 20:

All Documents and Communications Concerning Your involvement in the development of the Trust Distribution Procedures or any other procedures for allowing and valuing sexual abuse claims against BSA and/or the Local Councils.

REQUEST FOR PRODUCTION NO. 21:

All Documents Concerning any analysis Concerning the values of claims identified in the TDPs, including but not limited to, the values of claims falling into the various different tiers described in the Claims Matrix for Direct Abuse Claims identified in the TDPs.

REQUEST FOR PRODUCTION NO. 22:

All Documents and Communications reflecting the methodologies, metrics, and/or assumptions utilized in connection with any analysis Concerning the value of any present or future Direct Abuse Claims, including but not limited the values identified in the TDPs.

Requests Concerning the Settlement Trust

REQUEST FOR PRODUCTION NO. 23:

All Documents relating to the Settlement Trust Assets, including but not limited to all Communications between and/or among the Debtors, any Related Non-Debtor Entities, any Local Councils, the TCC, the Coalition, and the Future Claimants' Representative related thereto.

REQUEST FOR PRODUCTION NO. 24:

All Documents relating to the value of assets that any Related Non-Debtor Entity, Local Council, Chartered Organization or other entity is contributing to the Settlement Trust.

REQUEST FOR PRODUCTION NO. 25:

All Documents and Communications between or among You and the Debtors, Mr. Mosby, Mr. Ownby, Mr. Sorrels, any members of BSA's Board, State Court Counsel, the Coalition, TCC, FCR and/or any of their counsel or representatives.

Dated: August 9, 2021

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EXHIBIT 3

Casale, Lauren

From: Rowe, Rachael A. <RROWE@KMKLAW.com>
Sent: Monday, August 16, 2021 5:45 PM
To: Schiavoni, Tancred
Cc: Cocchiaro, Salvatore J.; Irwin, Kevin E.; Caponi Steven L.; Stewart, Benjamin G.; Brown, Bonnie R.
Subject: Re: BSA Subpoena

[EXTERNAL MESSAGE]

Mr. Sciavoni,

I want to participate in the meet and confer on this issue. I'm not certain that I understand your question below. But I am sure we'll have a productive discussion of the issues when we are able to talk directly.

Are you available Wednesday at noon or 2:00? If neither of those times work for you, I can do Thursday at 1:00.

Have a pleasant evening.

Rachael A. Rowe

Partner
RROWE@KMKLAW.com

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On Aug 16, 2021, at 5:29 PM, Schiavoni, Tancred <tschiavoni@omm.com> wrote:

Racheal

What mediation is the mediation being asserted in connection with? Can we meet and confer with one of your four co-counsel tomorrow if you are tied up?

From: Rowe, Rachael A. <RROWE@KMKLAW.com>
Sent: Monday, August 16, 2021 5:28 PM
To: Schiavoni, Tancred <tschiavoni@omm.com>
Cc: Cocchiaro, Salvatore J. <scocchiaro@omm.com>; Irwin, Kevin E. <KIRWIN@KMKLAW.com>; Caponi Steven L. <Steven.Caponi@kigates.com>; Stewart, Benjamin G. <BGStewart@KMKLAW.com>; Brown, Bonnie R. <bbrown@kmklaw.com>
Subject: Re: BSA Subpoena

[EXTERNAL MESSAGE]

Mr. Sciavoni,

Mr. Green cannot waive the mediation privilege. Tomorrow is not good for me. I am available to talk on Wednesday at noon or 2:00, however. Do one of those times on Wednesday work for you?

Thanks, Rachael

Rachael A. Rowe

Partner

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On Aug 16, 2021, at 5:21 PM, Schiavoni, Tancred <tschiavoni@omm.com> wrote:

Rachel

Wednesday it is then. May we tell the Court that Mr. Green has withdrawn his assertion of mediation privilege. If not, when are you available to meet and confer tomorrow?

From: Rowhenwe, Rachael A. <@KMKLAW.com>

Sent: Monday, August 16, 2021 5:05 PM

To: Schiavoni, Tancred <tschiavoni@omm.com>

Cc: Cocchiario, Salvatore J. <scocchiario.RROWE@omm.com>; Irwin, Kevin E. <KIRWIN@KMKLAW.com>; Caponi Steven L. <Steven.Caponi@klgates.com>; Stewart, Benjamin G. <BGStewart@KMKLAW.com>; Brown, Bonnie R. <bbrown@kmklaw.com>

Subject: Re: BSA Subpoena

[EXTERNAL MESSAGE]

Hello Mr. Schiavoni.

As I noted in our August 12 exchange, we are in the process of reviewing and preparing the documents for production. I anticipate we'll begin to produce on Wednesday barring any unforeseen problems on my end.

This is ambitious given that we received the subpoenas less than two weeks ago. We are working hard to accommodate your schedule.

Thanks, Rachael

Rachael A. Rowe

Partner

RROWE@KMKLAW.com

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On Aug 16, 2021, at 4:58 PM, Schiavoni, Tancred
<tschiavoni@omm.com> wrote:

Rachel

We are in a hearing now. When can we tell the court Mr. Green and Resolutions will produce their documents.

From: Rowe, Rachael A. <RROWE@KMKLAW.com>
Sent: Monday, August 16, 2021 4:57 PM
To: Cocchiaro, Salvatore J. <socchiaro@omm.com>
Cc: Irwin, Kevin E. <KIRWIN@KMKLAW.com>; Caponi Steven L. <Steven.Caponi@kigates.com>; Stewart, Benjamin G. <BGStewart@KMKLAW.com>; Schiavoni, Tancred <tschiavoni@omm.com>
Subject: Re: BSA Subpoena

[EXTERNAL MESSAGE]

Hello, Mr. Cocchiaro.

I'm doing well. I hope you are, too. I will have our objections and response to the Green subpoena out to you shortly. Feel free to call if you have any questions.

Thanks, Rachael

Rachael A. Rowe

Partner

RROWE@KMKLAW.com

KMK | Law

Keating Muething & Klekamp PLL

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45202

Direct: (513) 579-6486 | Fax: (513) 579-6457

kmklaw.com | [KMK on LinkedIn](#) | [KMK on Twitter](#)

On Aug 16, 2021, at 4:49 PM, Cocchiaro, Salvatore
J. <socchiaro@omm.com> wrote:

Good afternoon Ms. Rowe,

Hope all is well. If you could please provide an update on Mr. Green's responses and objections to the subpoena that we issued to him, that would be much appreciated.

Thanks,
Sal

Salvatore J. Cocchiaro

O: +1-212-728-5975

socchiaro@omm.com

From: Rowe, Rachael A. <RROWE@KMKLAW.com>

Sent: Tuesday, August 10, 2021 23:26

To: Cocchiaro, Salvatore J. <socchiaro@omm.com>

Cc: Caponi Steven L. <Steven.Caponi@kkgates.com>;

Irwin, Kevin E. <KIRWIN@KMKLAW.com>; Stewart,

Benjamin G. <BGStewart@KMKLAW.com>

Subject: Re: BSA Subpoena

[EXTERNAL MESSAGE]

Hello, Mr. Cocchiaro.

We will agree to accept email service of the August 9 subpoena to Mr. Green. Please resend the subpoena with the correct date.

Kindly,

Rachael Rowe

Rachael A. Rowe

Partner

RROWE@KMKLAW.com

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On Aug 10, 2021, at 8:30 PM,
Cocchiaro, Salvatore J.
<scocchiaro@omm.com> wrote:

Good evening Ms. Rowe,

My apologies for inadvertently including Mr. Green on my previous communication. I would like to follow up with you, as we haven't heard back regarding our previous email offering the courtesy of email service to avoid disturbing Mr. Green's vacation. We kindly ask again if you/your client would be willing to accept service via email, with an extension in the response deadline to Monday, August 16th at 9:00am. If not, we will be engaging process servers to serve Mr. Green personally.

Many thanks,
Sal

O'Melveny

Salvatore J. Cocchiaro

Associate

scocchiaro@omm.com

O: +1-212-728-5975

O'Melveny & Myers LLP

Times Square Tower

7 Times Square

New York, NY 10036

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<Eric Green Subpoena.pdf>

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EXHIBIT 4

Casale, Lauren

From: Rowe, Rachael A. <RROWE@KMKLAW.com>
Sent: Thursday, August 12, 2021 3:36 PM
To: Schiavoni, Tancred; Cocchiaro, Salvatore J.
Cc: Irwin, Kevin E.; Stewart, Benjamin G.; Caponi, Steven L.
Subject: BSA / Resolutions, LLC [IWOV-IMANAGE.FID1866118]

[EXTERNAL MESSAGE]

Good afternoon, Mr. Schiavoni,

In response to your last question, we will produce responsive, non-privileged documents beginning next week, and will make every effort to begin the production early in the week.

We will not withdraw the mediation or work product privilege objections, however. Resolutions has identified some documents from the time period in the winter and spring of 2020 when Mr. Green was working as a mediator nominee that are protected by the mediator privilege. We will not be producing those privileged documents. We will log those documents and any others that we identify that are protected by the attorney work product privilege or any other applicable privileges. Given that Resolutions was served with your subpoena just one week ago, it cannot come as a surprise to you that the documents are still being collected and reviewed. We will continue to work as quickly as we can.

Thank you, Rachael Rowe

From: "Schiavoni, Tancred" <tschiavoni@omm.com>
Date: August 11, 2021 at 9:08:24 PM EDT
To: "Brown, Bonnie R." <bbrown@kmklaw.com>, "Cocchiaro, Salvatore J." <scocchiaro@omm.com>
Cc: "Irwin, Kevin E." <KIRWIN@kmklaw.com>, "Brown, Bonnie R." <bbrown@kmklaw.com>, "Schiavoni, Tancred" <tschiavoni@omm.com>
Subject: BSA re Resolutions, LLC I

Dear Rachael and Kevin

Resolutions asserts as an objection to every request mediation privilege when neither Resolutions nor Mr. Green are a party to any mediation in this case. Resolutions also asserts privilege on the grounds that documents were generated in anticipation of litigation when Mr. Green's retention has not even yet been approved. We respectfully ask that Resolutions confirm tomorrow that it will withdraw these objections.

Please let us know tomorrow when Resolutions will produce the documents it has offered to produce.

Rachael A. Rowe
Partner
RROWE@KMKLAW.com

KMK | Law

Keating Muething & Klekamp PLL

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EXHIBIT 5



Rachael A. Rowe

D: 513.579.6486
RROWE@KMKLAW.com

August 11, 2021

Via Email

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, New York 10036
tschiavoni@omm.com
scocchiaro@omm.com

Re: *In re Boy Scouts of America and Delaware BSA, LLC,*
United States Bankruptcy Court, District of Delaware, Case No. 20-10343

Dear Messrs. Schiavoni and Cocchiaro:

I write concerning the subpoena that you issued to Resolutions, LLC ("Resolutions") in the above-captioned case. This letter will serve as a formal written response to that subpoena.

As you know, this firm also represents Eric D. Green. We will address the subpoena you served upon Mr. Green personally in separate correspondence, and nothing in this letter waives any objection that Mr. Green might assert.

Resolutions objects to the subpoena because it does not allow an adequate amount of time to reply. The subpoena was served on Resolutions on August 3, 2021, and provided a response date of August 11, 2021. This is less than the 14 days contemplated by Civil Rule 45(d)(2)(B). Even in the limited timeframe permitted so far, we have preliminarily identified many files that are potentially responsive to your subpoena and may locate more. Files must be reviewed and redacted with respect to confidential and privileged information as described in the objections below. It is simply not possible to review and produce these documents in a few days.

Your failure to reasonably engage us about an extension was not helpful. As you know, I contacted you by email on August 5 - two days after the subpoena was served - and asked you to extend Resolution's response time until August 17 (still less than 14 days from service). I also offered to accept service of the subpoena you served on Mr. Green by email so long as you agreed to the same deadline. You did not respond. I then called you on August 6 and left a voicemail message asking you to respond. You did not respond to that message either. I again emailed you on August 9. Only then - two days before the subpoena's purported response date - did you

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Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 11, 2021
Page 2

respond, stating that you would not agree to any extension. (A copy of our email correspondence is attached to this letter.)

Despite what you say you “imagine” in your August 9 email, Resolutions (like most organizations) does not have a “large staff” capable of responding to 25 separate requests in the short timeframe you demand. That said, Resolutions will produce documents to you as soon as practicable (as set forth below).

Resolutions raises the following additional general objections:

1. Resolutions objects to the subpoena to the extent it is overly broad, oppressive, unduly burdensome and would cause undue expense, including for the following reasons:

(a) the Request is not limited to any reasonable timeframe in that it seeks documents dating back to the inception of the Boy Scouts of America;

(b) the Request purports to require disclosure of information that is neither relevant to the subject matter involved in the above-captioned action nor reasonably calculated to lead to the discovery of admissible evidence (such as any personal communications that tangentially mention the Boy Scouts but are unrelated to the above-captioned case); and

(c) the Request seeks documents that are related to the above-captioned action, but which may also contain references to other, unrelated and confidential matters involving Resolutions. Resolutions reserves the right to redact references to unrelated and confidential matters.

Resolutions reserves the right to seek to recover all costs and expenses associated with responding to the subpoena.

2. Resolutions objects to the subpoena to the extent it purports to require disclosure of information that was prepared in anticipation of litigation, constitutes attorney work product, discloses the mental impressions, conclusions, opinion or legal theories of any of Resolutions’ attorneys, contains privileged attorney-client communications, contains confidential and/or proprietary information or is otherwise protected from disclosure under applicable privileges, laws or rules. Any inadvertent disclosure of such information, or information protected by any other applicable privilege, is not intended and should not be construed to constitute a waiver of any privilege, either generally or specifically, with respect to such material or the subject matter thereof.

3. Resolutions objects to the subpoena to the extent it purports to require disclosure of information that was prepared in anticipation of mediation, constitutes a mediator’s work product, discloses the mental impressions, conclusions, opinion or legal theories of a mediator, or contains privileged or confidential mediator communications, including those covered by Local Rule 9019-5(d) (or any other applicable law or rule). Any inadvertent disclosure of such

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 11, 2021
Page 3

information, or information protected by any other applicable privilege, is not intended and should not be construed to constitute a waiver of any privilege, either generally or specifically, with respect to such material or the subject matter thereof.

4. Resolutions objects to the definition of the term “You” as used in the subpoena to the extent it purports to expand the recipients of the subpoena to employees of Resolutions personally.

5. Resolutions objects to the subpoena to the extent it seeks confidential or proprietary documents or information, including but not limited to health information or similarly sensitive information. Resolutions reserves the right to redact sensitive or proprietary information from any documents that produced in response hereto, or to seek a protective order.

6. Resolutions objects to the subpoena to the extent it improperly calls for a narrative response beyond any response required by the Federal Rules of Civil Procedure or Bankruptcy Rules.

7. Resolutions objects to the subpoena, including to any definitions and/or instructions contained in the subpoena, to the extent it seeks to place requirements on Resolutions beyond those imposed by the Federal Rules of Civil Procedure, Bankruptcy Rules or any other applicable law.

8. Discovery is ongoing and Resolutions reserves the right to supplement, modify or amend this response at any time up to and through the date authorized by the court in any order.

Resolutions responds to your specific requests as follows.

In all of the following responses, references to “non-privileged” documents refer to documents that are not covered by general objection nos. 2 and 3 set forth above concerning attorney-client, work product *and/or* confidential mediation documents or communications.

REQUEST FOR PRODUCTION NO. 1:

All Documents Concerning the Boy Scouts of America and/or these Chapter 11 Cases.

RESPONSE: Resolutions objects to this request to the extent it seeks any personal or other communications unrelated to the above-captioned case. Resolutions will produce non-privileged documents responsive to this Request (subject to and without waiving this objection or the aforementioned general objections).

REQUEST FOR PRODUCTION NO. 2:

All Documents and Communications between or among You and the Debtors, the Coalition, TCC, FCR, and State Court Counsel Concerning *Fuller-Austin* or *UNR* in connection with the Boy Scouts of America and/or these Chapter 11 Cases.

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 11, 2021
Page 4

RESPONSE: Resolutions would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that it is not aware of any documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 3:

All Communications among You, on the one hand, and the TCC, FCR and/or Coalition or their respective counsel, on the other hand, Concerning Boy Scouts of America, these Chapter 11 Cases, the RSA, the Term Sheet, the TDPs, the Settlement Trust Documents, and/or the Hartford Settlement.

RESPONSE: Resolutions will produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections).

REQUEST FOR PRODUCTION NO. 4:

All Communications among You, on the one hand, and James Patton and/or any lawyer representing Mr. Patton, on the other hand, Concerning Boy Scouts of America and/or these Chapter 11 Cases.

RESPONSE: Resolutions will produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections).

REQUEST FOR PRODUCTION NO. 5:

All Documents and Communications among You, on the one hand, and the State Court Counsel, the Coalition, TCC, FCR and/or their representative counsel, on the other hand, Concerning Boy Scouts of America, the RSA, the Term Sheet, the TDPs, the Hartford Settlement, and/or the Settlement Trust Documents.

RESPONSE: Resolutions will produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections).

REQUEST FOR PRODUCTION NO. 6:

All documents concerning the insurance coverage allegedly available to the Boy Scouts for claims of sexual abuse.

RESPONSE: Resolutions would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that it is not aware of

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 11, 2021
Page 5

any documents responsive to this Request other than copies of documents filed with the Bankruptcy Court that are publically available.

REQUEST FOR PRODUCTION NO. 7:

All indemnity and other agreements between or among the Debtors, Local Council(s) and any Chartering Organizations.

RESPONSE: Resolutions would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that it is not aware of any documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 8:

All Documents and Communications between or among You and the Debtors, Mr. Mosby, Mr. Ownby, Mr. Sorrels, any members of BSA's Board, State Court Counsel, the Coalition, TCC, FCR and/or any of their counsel or representatives Concerning Your potential or actual retention or appointment as Settlement Trustee, liquidating trustee, mediator or for any other role in these Chapter 11 Cases or as part of the administration or operation of a settlement trust created as part of these Chapter 11 Cases.

RESPONSE: Resolutions objects to this Request to the extent it explicitly seeks confidential mediation documents. Resolutions will produce any non-privileged documents responsive to this Request (subject to and without waiving this objection or the aforementioned general objections).

REQUEST FOR PRODUCTION NO. 9:

Documents sufficient to show all other matters where You have been retained by James Patton, individually, or in his capacity, as future claimants representative or other representative capacity.

RESPONSE: Resolutions states that it understands this Request to seek only documents sufficient to show all such matters, and does not seek all documents related to such matters. Subject to this understanding, and the aforementioned general objections, Resolutions would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that it is not aware of any documents responsive to this Request.

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 11, 2021
Page 6

REQUEST FOR PRODUCTION NO. 10:

Documents sufficient to show all other matters where You have retained James Patton or Young Conaway as Your counsel, individually, or in Your capacity, as future claimants representative or other representative capacity, including any motions or applications that have been filed by You or on Your behalf to retain James Patton or Young Conaway.

RESPONSE: Resolutions states that it understands this Request to seek only documents sufficient to show all such matters, and does not seek all documents related to such matters. Subject to this understanding, and the aforementioned general objections, Resolutions refers to the Declaration of Eric D. Green submitted in this matter on May 28, 2020 (Doc. 712), which lists all such matters. To the extent Resolutions becomes aware of any additional matters, it will produce non-privileged documents sufficient to respond to this Request.

REQUEST FOR PRODUCTION NO. 11:

Documents sufficient to show how much You have paid to James Patton or Young Conaway to represent You individually, or in Your capacity, as future claimants representative or other representative capacity.

RESPONSE: In addition to the general objections set forth above, Resolutions objects to this Request as vague and ambiguous, because it could implicate instances where payments to Young Conaway by others (such as settlement trusts) were passed through Resolutions but not “paid” by Resolutions, and because information about such payments is irrelevant to this dispute and is confidential, and because producing such information would place an undue burden on Resolutions and its clients. Answering further, apart from such payments, Resolutions is unaware of any payments made by Resolutions to either Mr. Patton or Young Conaway.

REQUEST FOR PRODUCTION NO. 12:

Documents sufficient to show all other matters on which James Patton has recommended Your retention.

RESPONSE: In addition to the general objections set forth above, Resolutions objects to this Request as vague and ambiguous and because Resolutions may not be aware of every matter where Mr. Patton has made such a recommendation. Resolutions further states that it understands this Request to seek only documents sufficient to show all such matters, and does not seek all documents related to such

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 11, 2021
Page 7

matters. Subject to this understanding, and the aforementioned objection and general objections, Resolutions would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that it is not aware of any documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 13:

Documents sufficient to show any personal social relationship with James Patton, including (1) any calendar entries, emails, or text messages evidencing occasions where You, Mr. Patton, or your families vacationed together, traveled together, visited each other's home, dined together, or otherwise interacted in a non-professional setting, and (2) any written Communications including but not limited to text messages, emails, cards, or notes exchanged between You, Mr. Patton, or your families apart from those relating to any legal matters that you and Mr. Patton both are involved in in any capacity.

RESPONSE: Resolutions objects to this Request as unduly burdensome, harassing, vague and ambiguous, and because it seeks personal and private information that is irrelevant to this proceeding. Moreover, Resolutions objects to this Request to extent it suggests that Resolutions, as an entity, could have a social relationship with an individual. Resolutions refers to the Declaration of Eric D. Green submitted in this matter on May 28, 2020 (Doc. 712), which discloses that Mr. Green and Mr. Patton are social friends. Resolutions objects to producing further documents in response to this Request.

REQUEST FOR PRODUCTION NO. 14:

All Documents Concerning the actual or proposed terms for Your retention as Settlement Trustee, liquidating trustee, mediator or for any other role in these Chapter 11 Cases or as part of the administration or operation of a settlement trust created as part of these Chapter 11 Cases.

RESPONSE: Resolutions will produce non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections).

REQUEST FOR PRODUCTION NO. 15:

All Communications among You, on the one hand, and BSA and/or its counsel, James Patton, Scott Gilbert, Kami Quinn, Joe Rice, and/or any other lawyer associated with Gilbert LLP or James Patton, on the other hand, Concerning Boy Scouts of America, these Chapter 11 Cases, a prepackaged bankruptcy for the Boy Scouts of America and/or the sexual abuse claims against the Boy Scouts of America, either during these Chapter 11 Cases or prepetition.

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 11, 2021
Page 8

RESPONSE: Resolutions will produce non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections).

REQUEST FOR PRODUCTION NO. 16:

All Documents and Communications Concerning and/or reflecting any analysis Concerning the number and valuation of Direct Abuse Claims and/or Indirect Abuse Claims at any time, including in connection with these Chapter 11 Cases and prepetition.

RESPONSE: Resolutions would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that it is not aware of any documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 17

All Documents Concerning presentations made to anyone Concerning and/or reflecting any analysis Concerning the valuation of Direct Abuse Claims and/or Indirect Abuse Claims at any time, including in connection with these Chapter 11 Cases and prepetition.

RESPONSE: Resolutions would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that it is not aware of any documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 18:

All Documents and Communications Concerning any estimation and forecasting of present and future liabilities for claims in connection with these Chapter 11 Cases and prepetition, and the valuation of insurance policies associated with such liability.

RESPONSE: Resolutions would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that it is not aware of any documents or communications responsive to this Request.

REQUEST FOR PRODUCTION NO. 19:

All Documents Concerning the TDPs to be employed with any Plan of Reorganization for the Debtors.

RESPONSE: Resolutions would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that it is not aware of

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 11, 2021
Page 9

any documents responsive to this Request other than copies of documents filed with the Bankruptcy Court that are publically available.

REQUEST FOR PRODUCTION NO. 20:

All Documents and Communications Concerning Your involvement in the development of the Trust Distribution Procedures or any other procedures for allowing and valuing sexual abuse claims against BSA and/or the Local Councils.

RESPONSE: Resolutions would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that it is not aware of any documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 21:

All Documents Concerning any analysis Concerning the values of claims identified in the TDPs, including but not limited to, the values of claims falling into the various different tiers described in the Claims Matrix for Direct Abuse Claims identified in the TDPs.

RESPONSE: Resolutions would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that it is not aware of any documents responsive to this Request other than copies of documents filed with the Bankruptcy Court that are publically available.

REQUEST FOR PRODUCTION NO. 22:

All Documents and Communications reflecting the methodologies, metrics, and/or assumptions utilized in connection with any analysis Concerning the value of any present or future Direct Abuse Claims, including but not limited the values identified in the TDPs.

RESPONSE: Resolutions would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that it is not aware of any documents responsive to this Request other than copies of documents filed with the Bankruptcy Court that are publically available.

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 11, 2021
Page 10

REQUEST FOR PRODUCTION NO. 23:

All Documents relating to the Settlement Trust Assets, including but not limited to all Communications between and/or among the Debtors, any Related Non-Debtor Entities, any Local Councils, the TCC, the Coalition, and the Future Claimants' Representative related thereto.

RESPONSE: Resolutions would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that it is not aware of any documents responsive to this Request other than copies of documents filed with the Bankruptcy Court that are publically available.

REQUEST FOR PRODUCTION NO. 24:

All Documents relating to the value of assets that any Related Non-Debtor Entity, Local Council, Chartered Organization or other entity is contributing to the Settlement Trust.

RESPONSE: Resolutions would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that it is not aware of any documents responsive to this Request other than copies of documents filed with the Bankruptcy Court that are publically available.

REQUEST FOR PRODUCTION NO. 25:

All Documents and Communications between or among You and the Debtors, Mr. Mosby, Mr. Ownby, Mr. Sorrels, any members of BSA's Board, State Court Counsel, the Coalition, TCC, FCR and/or any of their counsel or representatives.

RESPONSE: Resolutions objects to this request to the extent it seeks any personal or other communications unrelated to the above-captioned case. Resolutions will produce non-privileged documents responsive to this Request (subject to and without waiving this objection or the aforementioned general objections).

Given that Resolutions has only had a few days to respond to the Subpoena, it is not in all cases able to determine whether documents responsive to every Request exist. To the extent Resolutions represents that it will produce non-privileged documents in response to a Request, it is not affirming that responsive documents exist.

We invite you to meet and confer with us by telephone or video conference to discuss these objections at your earliest convenience. However, as stated above, we have begun the process of

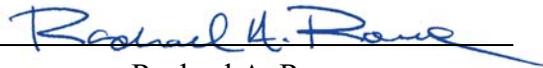
Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 11, 2021
Page 11

reviewing documents to produce to you consistent with these objections, and we will produce documents to you as soon as practicable.

Please do not hesitate to contact me if you have any questions.

Sincerely,

KEATING MUETHING & KLEKAMP PLL

By: 
Rachael A. Rowe

- c: Mr. Kevin E. Irwin (via email kirwin@kmklaw.com)
- Mr. Benjamin G. Stewart (via email bgstewart@kmklaw.com)
- Mr. Steven L. Caponi (via email steven.caponi@klgates.com)
- Mr. Edwin J. Harron (via email eharron@ycst.com)
- Mr. Douglas R. Gooding (via email dgooding@choate.com)
- Mr. Stamatios Stamoulis (via email stamoulis@swdelaw.com)
- Mr. Robert D. Cecil, Jr. (via email rcecil@trplaw.com)
- Ms. Erin R. Fay (via email efay@bayardlaw.com)
- Mr. Louis J. Rizzo, Jr. (via email lrizzo@regerlaw.com)
- Mr. Stephen M. Miller (via email smiller@morrisjames.com)
- Mr. David M. Fournier (via email david.fournier@troutman.com)
- Mr. Matthew G. Summers (via email summersm@ballardspahr.com)
- Mr. Michael J. Joyce (via email mjoyce@mjlawoffices.com)
- Mr. Bruce W. McCullough (via email bmccullough@bodellbove.com)
- Mr. Matthew S. Sorem (via email msorem@nicolaidesllp.com)
- Mr. David J. Molton (via email dmolton@brownrudnick.com)
- Mr. Michael C. Andolina (via email mandolina@whitecase.com)

Rowe, Rachael A.

From: Cocchiaro, Salvatore J. <scocchiaro@omm.com>
Sent: Monday, August 9, 2021 3:32 PM
To: Rowe, Rachael A.; Brown, Bonnie R.; Schiavoni, Tancred
Cc: Irwin, Kevin E.; Stewart, Benjamin G.; Recht, Bethany P.; 'steven.caponi@klgates.com'
Subject: RE: BSA Subpoena

Hi Ms. Rowe,

Apologies for any delay in response. The Court has scheduled a hearing for this Thursday (8/12) with regard to Mr. Green's appointment. We imagine that Resolutions LLC has a large staff and we respectfully request that they comply with the subpoena, as we are sure that Mr. Green would want the record to be complete in advance of that hearing. Please let us know today whether you will still accept service for Mr. Green without this condition of an extension, or whether we should seek to serve him.

Many thanks,
Sal

Salvatore J. Cocchiaro
O: +1-212-728-5975
scocchiaro@omm.com

From: Rowe, Rachael A. <RROWE@KMKLAW.com>
Sent: Monday, August 9, 2021 3:19 AM
To: Brown, Bonnie R. <bbrown@kmklaw.com>; Cocchiaro, Salvatore J. <scocchiaro@omm.com>; Schiavoni, Tancred <tschiavoni@omm.com>
Cc: Irwin, Kevin E. <KIRWIN@KMKLAW.com>; Stewart, Benjamin G. <BGStewart@KMKLAW.com>; Recht, Bethany P. <BRecht@KMKLAW.com>; 'steven.caponi@klgates.com' <steven.caponi@klgates.com>
Subject: RE: Sent on Behalf of Rachael A. Rowe re BSA Subpoena

[EXTERNAL MESSAGE]

Gentlemen,

In follow up to my email of August 5 and my telephone message to Mr. Cocchiaro of August 6, can you please confirm that you agree that Resolutions, LLC may have until August 17 to respond to the subpoena you served on it on August 3? As I noted below and in my voice message, we will accept service of your subpoena to Mr. Green and respond the same date if you will agree to extend Resolutions this courtesy.

Thanks, Rachael Rowe

Rachael A. Rowe
Partner
RROWE@KMKLAW.com

KMK | Law
Keating Muething & Klekamp PLL

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Direct: (513) 579-6486 | Fax: (513) 579-6457
kmklaw.com | KMK on LinkedIn | KMK on Twitter

From: Brown, Bonnie R. <bbrown@kmklaw.com>
Sent: Thursday, August 5, 2021 11:11 AM
To: scocchiaro@omm.com; tschiavoni@omm.com
Cc: Irwin, Kevin E. <KIRWIN@KMKLAW.com>; Rowe, Rachael A. <RROWE@KMKLAW.com>
Subject: Sent on Behalf of Rachael A. Rowe re BSA Subpoena [IWOV-IMANAGE.FID977448]

Counsel,

We represent Eric Green and Resolutions, LLC in connection with the subpoenas that are referenced in the email below.

While we are still reviewing the subpoenas, it is apparent that due to the nature of the requests and the travel schedules of Mr. Green and other Resolutions employees, it won't be practical to respond to the subpoenas in a week. We would appreciate a few extra days to respond to both subpoenas (including any necessary objections). Will you agree to extend the response date to August 17? If so, we will agree to accept service of the subpoena to Mr. Green.

From: "Cocchiaro, Salvatore J." <scocchiaro@omm.com>
Date: Tuesday, August 3, 2021 at 10:07 PM
To: "Eric D. Green" <EricDGreen@resolutionsllc.com>, Cathy Kern <Cathy@resolutionsllc.com>
Cc: "Schiavoni, Tancred" <tschiavoni@omm.com>, Stamatios Stamoulis <stamoulis@swdelaw.com>
Subject: BSA Subpoena

Good evening Mr. Green,

Hope all is well. Earlier this afternoon we effectuated service of a subpoena of your firm, Resolutions LLC, in connection with the Boy Scouts bankruptcy case. At that same time, we were hoping to personally serve a subpoena of you as well, but we were told that you were on vacation and could not be reached.

Given that we've already effectuated service on your firm and have requested document production on the same day for both subpoenas, we kindly ask if you would be willing to accept service via email. I attach here the subpoena directed at you, as well as a courtesy copy of the one served earlier today on Resolutions.

Please let us know by tomorrow afternoon if this service is acceptable to you so that we can plan otherwise if need be.

Many thanks in advance,

Sal

O'Melveny
Salvatore J. Cocchiaro

Associate

scocchiaro@omm.com

O: +1-212-728-5975

O'Melveny & Myers LLP

Times Square Tower

7 Times Square

New York, NY 10036

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<Resolutions Subpoena.pdf>

<Eric Green Subpoena.pdf>

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EXHIBIT 6

Casale, Lauren

From: Brown, Bonnie R. <bbrown@kmklaw.com>
Sent: Monday, August 16, 2021 5:31 PM
To: Schiavoni, Tancred; Cocchiaro, Salvatore J.
Cc: 'steven.caponi@klgates.com'; Ed Harron; dgooding@choate.com; stamoulis@swdelaw.com; rcecil@trplaw.com; efay@bayardlaw.com; lrizzo@regerlaw.com; smiller@morrisjames.com; david.fournier@troutman.com; summersm@ballardspahr.com; mjoyce@mjlawoffices.com; bmccullough@bodellbove.com; msorem@nicolaidesllp.com; dmolton@brownrudnick.com; mandolina@whitecase.com; Rowe, Rachael A.; Irwin, Kevin E.; Stewart, Benjamin G.
Subject: Sent on Behalf of Rachael A. Rowe Representing Eric D. Green In re Boy Scouts of America and Delaware BSA, LLC [IWOV-IMANAGE.FID1865979]
Attachments: Eric Green Response.pdf

[EXTERNAL MESSAGE]

Gentlemen, please see attached.

Bonnie R. Brown
Trust Practice Coordinator
bbrown@kmklaw.com

KMK | Law

Keating Muething & Klekamp PLL

One East Fourth Street | Suite 1400 | Cincinnati, OH 45202 | [Map](#)

Direct: (513) 579-6426 | Fax: (513) 579-6457

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Rachael A. Rowe

D: 513.579.6486
RROWE@KMKLAW.com

August 16, 2021

Via Email

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, New York 10036
tschiavoni@omm.com
scocchiaro@omm.com

Re: *In re Boy Scouts of America and Delaware BSA, LLC,*
United States Bankruptcy Court, District of Delaware, Case No. 20-10343

Dear Messrs. Schiavoni and Cocchiaro:

I write concerning the subpoena that you issued to Eric D. Green in the above-captioned case. This letter will serve as a formal written response to that subpoena.

As you know, this firm also represents Resolutions, LLC ("Resolutions"). We addressed the subpoena you served upon Resolutions in separate correspondence, and nothing in this letter waives any objection that Resolutions might assert.

Like the subpoena to Resolutions, the Green subpoena did not allow for the 14-day response time contemplated by Civil Rule 45(d)(2)(B). Mr. Green objects to the subpoena because it does not allow an adequate amount of time to reply. Subject to and without waiving that objection, Mr. Green provides the responses below. Consistent with my August 11 objection and response to the Resolutions subpoena and my August 12 email to you, we have begun to review and prepare for production documents responsive to both subpoenas, and anticipate beginning to produce documents early this week.

Because the subpoenas seek identical information, the documents produced in response to the Resolutions subpoena will be nearly (if not completely) identical to the documents that would be responsive to the subpoena served on Mr. Green.

Keating Muething & Klekamp PLL

Attorneys at Law

One East Fourth Street | Suite 1400 | Cincinnati, Ohio 45202

P: 513.579.6400 | F: 513.579.6457 | kmklaw.com

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 16, 2021
Page 2

Mr. Green raises the following additional general objections:

1. Mr. Green objects to the subpoena to the extent it is overly broad, oppressive, unduly burdensome and would cause undue expense, including for the following reasons:

(a) the subpoena is not limited to any reasonable timeframe in that it seeks documents dating back to the inception of the Boy Scouts of America;

(b) the subpoena purports to require disclosure of information that is neither relevant to the subject matter involved in the above-captioned action nor reasonably calculated to lead to the discovery of admissible evidence (such as any personal communications that tangentially mention the Boy Scouts but are unrelated to the above-captioned case); and

(c) the subpoena seeks documents that are related to the above-captioned action, but which may also contain references to other, unrelated and confidential matters involving Mr. Green. Mr. Green reserves the right to redact references to unrelated and confidential matters.

Mr. Green reserves the right to seek to recover all costs and expenses associated with responding to the subpoena.

2. Mr. Green objects to the subpoena to the extent it purports to require disclosure of information that was prepared in anticipation of litigation, constitutes attorney work product, discloses the mental impressions, conclusions, opinion or legal theories of any of Mr. Green's or Resolutions' attorneys, contains privileged attorney-client communications, contains confidential and/or proprietary information or is otherwise protected from disclosure under applicable privileges, laws or rules. Any inadvertent disclosure of such information, or information protected by any other applicable privilege, is not intended and should not be construed to constitute a waiver of any privilege, either generally or specifically, with respect to such material or the subject matter thereof.

3. Mr. Green objects to the subpoena to the extent it purports to require disclosure of information that was prepared in anticipation of mediation, constitutes a mediator's work product, discloses the mental impressions, conclusions, opinion or legal theories of a mediator, or contains privileged or confidential mediator communications, including those covered by Local Rule 9019-5(d) (or any other applicable law or rule). Any inadvertent disclosure of such information, or information protected by any other applicable privilege, is not intended and should not be construed to constitute a waiver of any privilege, either generally or specifically, with respect to such material or the subject matter thereof.

4. Mr. Green objects to the subpoena to the extent it seeks confidential or proprietary documents or information, including but not limited to health information or similarly sensitive information. Mr. Green reserves the right to redact sensitive or proprietary information from any documents that produced in response hereto, or to seek a protective order.

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 16, 2021
Page 3

5. Mr. Green objects to the subpoena to the extent it improperly calls for a narrative response beyond any response required by the Federal Rules of Civil Procedure or Bankruptcy Rules.

6. Mr. Green objects to the subpoena, including to any definitions and/or instructions contained in the subpoena, to the extent it seeks to place requirements on Mr. Green beyond those imposed by the Federal Rules of Civil Procedure, Bankruptcy Rules or any other applicable law.

7. Discovery is ongoing and Mr. Green reserves the right to supplement, modify or amend this response at any time up to and through the date authorized by the court in any order.

Mr. Green responds to your specific requests as follows.

In all of the following responses, references to “non-privileged” documents refer to documents that are not covered by general objection nos. 2 and 3 set forth above concerning attorney-client, work product *and/or* confidential mediation documents or communications.

REQUEST FOR PRODUCTION NO. 1:

All Documents Concerning the Boy Scouts of America and/or these Chapter 11 Cases.

RESPONSE: Mr. Green objects to this request to the extent it seeks any personal or other communications unrelated to the above-captioned case. Mr. Green will produce non-privileged documents responsive to this Request (subject to and without waiving this objection or the aforementioned general objections).

REQUEST FOR PRODUCTION NO. 2:

All Documents and Communications between or among You and the Debtors, the Coalition, TCC, FCR, and State Court Counsel Concerning *Fuller-Austin* or *UNR* in connection with the Boy Scouts of America and/or these Chapter 11 Cases.

RESPONSE: Mr. Green would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that he is not aware of any documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 3:

All Communications among You, on the one hand, and the TCC, FCR and/or Coalition or their respective counsel, on the other hand, Concerning Boy Scouts of America, these Chapter 11 Cases, the RSA, the Term Sheet, the TDPs, the Settlement Trust Documents, and/or the Hartford Settlement.

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 16, 2021
Page 4

RESPONSE: Mr. Green will produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections).

REQUEST FOR PRODUCTION NO. 4:

All Communications among You, on the one hand, and James Patton and/or any lawyer representing Mr. Patton, on the other hand, Concerning Boy Scouts of America and/or these Chapter 11 Cases.

RESPONSE: Mr. Green will produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections).

REQUEST FOR PRODUCTION NO. 5:

All Documents and Communications among You, on the one hand, and the State Court Counsel, the Coalition, TCC, FCR and/or their representative counsel, on the other hand, Concerning Boy Scouts of America, the RSA, the Term Sheet, the TDPs, the Hartford Settlement, and/or the Settlement Trust Documents.

RESPONSE: Mr. Green will produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections).

REQUEST FOR PRODUCTION NO. 6:

All documents concerning the insurance coverage allegedly available to the Boy Scouts for claims of sexual abuse.

RESPONSE: Mr. Green would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that he is not aware of any documents responsive to this Request other than copies of documents filed with the Bankruptcy Court that are publically available.

REQUEST FOR PRODUCTION NO. 7:

All indemnity and other agreements between or among the Debtors, Local Council(s) and any Chartering Organizations.

RESPONSE: Mr. Green would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that he is not aware of any documents responsive to this Request.

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 16, 2021
Page 5

REQUEST FOR PRODUCTION NO. 8:

All Documents and Communications between or among You and the Debtors, Mr. Mosby, Mr. Ownby, Mr. Sorrels, any members of BSA's Board, State Court Counsel, the Coalition, TCC, FCR and/or any of their counsel or representatives Concerning Your potential or actual retention or appointment as Settlement Trustee, liquidating trustee, mediator or for any other role in these Chapter 11 Cases or as part of the administration or operation of a settlement trust created as part of these Chapter 11 Cases.

RESPONSE: Mr. Green objects to this Request to the extent it explicitly seeks confidential mediation documents. Mr. Green will produce any non-privileged documents responsive to this Request (subject to and without waiving this objection or the aforementioned general objections).

REQUEST FOR PRODUCTION NO. 9:

Documents sufficient to show all other matters where You have been retained by James Patton, individually, or in his capacity, as future claimants representative or other representative capacity.

RESPONSE: Mr. Green states that he understands this Request to seek only documents sufficient to show all such matters, and does not seek all documents related to such matters. Subject to this understanding, and the aforementioned general objections, Mr. Green would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that he is not aware of any documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 10:

Documents sufficient to show all other matters where You have retained James Patton or Young Conaway as Your counsel, individually, or in Your capacity, as future claimants representative or other representative capacity, including any motions or applications that have been filed by You or on Your behalf to retain James Patton or Young Conaway.

RESPONSE: Mr. Green states that he understands this Request to seek only documents sufficient to show all such matters, and does not seek all documents related to such matters. Subject to this understanding, and the aforementioned general objections, Mr. Green refers to his declaration submitted in this matter on May 28, 2020 (Doc. 712), which lists all such matters. To the extent Mr. Green becomes aware of any additional matters, he will produce non-privileged documents sufficient to respond to this Request.

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 16, 2021
Page 6

REQUEST FOR PRODUCTION NO. 11:

Documents sufficient to show how much You have paid to James Patton or Young Conaway to represent You individually, or in Your capacity, as future claimants representative or other representative capacity.

RESPONSE: In addition to the general objections set forth above, Mr. Green objects to this Request as vague and ambiguous, because it could implicate instances where payments to Young Conaway by others (such as settlement trusts) were passed through Resolutions but not “paid” by Resolutions or Mr. Green, and because information about such payments is irrelevant to this dispute and is confidential, and because producing such information would place an undue burden on Mr. Green and Resolutions and its clients. Answering further, apart from such payments, Mr. Green is unaware of any payments made by him to either Mr. Patton or Young Conaway.

REQUEST FOR PRODUCTION NO. 12:

Documents sufficient to show all other matters on which James Patton has recommended Your retention.

RESPONSE: In addition to the general objections set forth above, Mr. Green objects to this Request as vague and ambiguous and because Mr. Green may not be aware of every matter where Mr. Patton has made such a recommendation. Mr. Green further states that he understands this Request to seek only documents sufficient to show all such matters, and does not seek all documents related to such matters. Subject to this understanding, and the aforementioned objection and general objections, Mr. Green would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that he is not aware of any documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 13:

Documents sufficient to show any personal social relationship with James Patton, including (1) any calendar entries, emails, or text messages evidencing occasions where You, Mr. Patton, or your families vacationed together, traveled together, visited each other’s home, dined together, or otherwise interacted in a non-professional setting, and (2) any written Communications including but not limited to text messages, emails, cards, or notes exchanged between You, Mr. Patton, or your families apart from those relating to any legal matters that you and Mr. Patton both are involved in in any capacity.

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 16, 2021
Page 7

RESPONSE: Mr. Green objects to this Request as unduly burdensome, harassing, vague and ambiguous, and because it seeks personal and private information that is irrelevant to this proceeding. Mr. Green refers to his declaration submitted in this matter on May 28, 2020 (Doc. 712), which discloses that he and Mr. Patton are social friends. Mr. Green objects to producing further documents in response to this Request.

REQUEST FOR PRODUCTION NO. 14:

All Documents Concerning the actual or proposed terms for Your retention as Settlement Trustee, liquidating trustee, mediator or for any other role in these Chapter 11 Cases or as part of the administration or operation of a settlement trust created as part of these Chapter 11 Cases.

RESPONSE: Mr. Green will produce non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections).

REQUEST FOR PRODUCTION NO. 15:

All Communications among You, on the one hand, and BSA and/or its counsel, James Patton, Scott Gilbert, Kami Quinn, Joe Rice, and/or any other lawyer associated with Gilbert LLP or James Patton, on the other hand, Concerning Boy Scouts of America, these Chapter 11 Cases, a prepackaged bankruptcy for the Boy Scouts of America and/or the sexual abuse claims against the Boy Scouts of America, either during these Chapter 11 Cases or prepetition.

RESPONSE: Mr. Green will produce non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections).

REQUEST FOR PRODUCTION NO. 16:

All Documents and Communications Concerning and/or reflecting any analysis Concerning the number and valuation of Direct Abuse Claims and/or Indirect Abuse Claims at any time, including in connection with these Chapter 11 Cases and prepetition.

RESPONSE: Mr. Green would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that he is not aware of any documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 17

All Documents Concerning presentations made to anyone Concerning and/or reflecting any analysis Concerning the valuation of Direct Abuse Claims and/or Indirect Abuse Claims at any time, including in connection with these Chapter 11 Cases and prepetition.

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 16, 2021
Page 8

RESPONSE: Mr. Green would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that he is not aware of any documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 18:

All Documents and Communications Concerning any estimation and forecasting of present and future liabilities for claims in connection with these Chapter 11 Cases and prepetition, and the valuation of insurance policies associated with such liability.

RESPONSE: Mr. Green would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that he is not aware of any documents or communications responsive to this Request.

REQUEST FOR PRODUCTION NO. 19:

All Documents Concerning the TDPs to be employed with any Plan of Reorganization for the Debtors.

RESPONSE: Mr. Green would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that he is not aware of any documents responsive to this Request other than copies of documents filed with the Bankruptcy Court that are publically available.

REQUEST FOR PRODUCTION NO. 20:

All Documents and Communications Concerning Your involvement in the development of the Trust Distribution Procedures or any other procedures for allowing and valuing sexual abuse claims against BSA and/or the Local Councils.

RESPONSE: Mr. Green would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that he is not aware of any documents responsive to this Request.

REQUEST FOR PRODUCTION NO. 21:

All Documents Concerning any analysis Concerning the values of claims identified in the TDPs, including but not limited to, the values of claims falling into the various different tiers described in the Claims Matrix for Direct Abuse Claims identified in the TDPs.

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 16, 2021
Page 9

RESPONSE: Mr. Green would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that he is not aware of any documents responsive to this Request other than copies of documents filed with the Bankruptcy Court that are publically available.

REQUEST FOR PRODUCTION NO. 22:

All Documents and Communications reflecting the methodologies, metrics, and/or assumptions utilized in connection with any analysis Concerning the value of any present or future Direct Abuse Claims, including but not limited the values identified in the TDPs.

RESPONSE: Mr. Green would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that he is not aware of any documents responsive to this Request other than copies of documents filed with the Bankruptcy Court that are publically available.

REQUEST FOR PRODUCTION NO. 23:

All Documents relating to the Settlement Trust Assets, including but not limited to all Communications between and/or among the Debtors, any Related Non-Debtor Entities, any Local Councils, the TCC, the Coalition, and the Future Claimants' Representative related thereto.

RESPONSE: Mr. Green would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that he is not aware of any documents responsive to this Request other than copies of documents filed with the Bankruptcy Court that are publically available.

REQUEST FOR PRODUCTION NO. 24:

All Documents relating to the value of assets that any Related Non-Debtor Entity, Local Council, Chartered Organization or other entity is contributing to the Settlement Trust.

RESPONSE: Mr. Green would produce any non-privileged documents responsive to this Request (subject to and without waiving the aforementioned general objections), but states that he is not aware of any documents responsive to this Request other than copies of documents filed with the Bankruptcy Court that are publically available.

REQUEST FOR PRODUCTION NO. 25:

All Documents and Communications between or among You and the Debtors, Mr. Mosby, Mr. Ownby, Mr. Sorrels, any members of BSA's Board, State Court Counsel, the Coalition, TCC, FCR and/or any of their counsel or representatives.

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
August 16, 2021
Page 10

RESPONSE: Mr. Green objects to this request to the extent it seeks any personal or other communications unrelated to the above-captioned case. Mr. Green will produce non-privileged documents responsive to this Request (subject to and without waiving this objection or the aforementioned general objections).

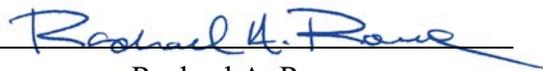
Given that Mr. Green has only had a few days to respond to the Subpoena, he is not in all cases able to determine whether documents responsive to every Request exist. To the extent this letter represents that Mr. Green will produce non-privileged documents in response to a Request, he is not affirming that responsive documents exist.

We invite you to meet and confer with us by telephone or video conference to discuss these objections at your earliest convenience. However, as stated above, we have begun the process of reviewing documents to produce to you consistent with these objections, and we will produce documents to you as soon as practicable.

Please do not hesitate to contact me if you have any questions.

Sincerely,

KEATING MUETHING & KLEKAMP PLL

By: 
Rachael A. Rowe

c: Mr. Kevin E. Irwin (via email kirwin@kmklaw.com)
Mr. Benjamin G. Stewart (via email bgstewart@kmklaw.com)
Mr. Steven L. Caponi (via email steven.caponi@klgates.com)
Mr. Edwin J. Harron (via email eharron@ycst.com)
Mr. Douglas R. Gooding (via email dgooding@choate.com)
Mr. Stamatios Stamoulis (via email stamoulis@swdelaw.com)
Mr. Robert D. Cecil, Jr. (via email rcecil@trplaw.com)
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Mr. Louis J. Rizzo, Jr. (via email lrizzo@regerlaw.com)
Mr. Stephen M. Miller (via email smiller@morrisjames.com)
Mr. David M. Fournier (via email david.fournier@troutman.com)
Mr. Matthew G. Summers (via email summersm@ballardspahr.com)
Mr. Michael J. Joyce (via email mjoyce@mjlawoffices.com)
Mr. Bruce W. McCullough (via email bmccullough@bodellbove.com)
Mr. Matthew S. Sorem (via email msorem@nicolaidessllp.com)
Mr. David J. Molton (via email dmolton@brownrudnick.com)
Mr. Michael C. Andolina (via email mandolina@whitecase.com)

EXHIBIT 7

Casale, Lauren

From: Cocchiaro, Salvatore J.
Sent: Tuesday, August 17, 2021 8:24 AM
To: Rowe, Rachael A.; Schiavoni, Tancred
Cc: Irwin, Kevin E.; Caponi Steven L.; Stewart, Benjamin G.; Brown, Bonnie R.
Subject: RE: BSA Subpoena

Thank you, Ms. Rowe. Please send the invite for Wednesday at 2:00 ET at your earliest convenience. Looking forward to speaking with you.

Best,
Sal

Salvatore J. Cocchiaro
O: +1-212-728-5975
scocchiaro@omm.com

From: Rowe, Rachael A. <RROWE@KMKLAW.com>
Sent: Monday, August 16, 2021 20:48
To: Schiavoni, Tancred <tschiavoni@omm.com>
Cc: Cocchiaro, Salvatore J. <scocchiaro@omm.com>; Irwin, Kevin E. <KIRWIN@KMKLAW.com>; Caponi Steven L. <Steven.Caponi@klgates.com>; Stewart, Benjamin G. <BGStewart@KMKLAW.com>; Brown, Bonnie R. <bbrown@kmklaw.com>
Subject: Re: BSA Subpoena

[EXTERNAL MESSAGE]

Mr.Schiavoni,

I will send an invite for Wednesday at 2:00.

It would be most helpful if you could refrain from misstating my words, which speak for themselves. As I've clearly stated already, we will produce responsive, non-privileged documents, and log those withheld based on a privilege. We will be prepared to meet and confer about the mediation privilege (as you requested) when we talk Wednesday.

Thanks, Rachael

Rachael A. Rowe

Partner

RROWE@KMKLAW.com

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kmklaw.com | [KMK on LinkedIn](#) | [KMK on Twitter](#)

On Aug 16, 2021, at 5:58 PM, Schiavoni, Tancred <tschiavoni@omm.com> wrote:

Rachel

Thank you for agreeing to walk through with us on Wednesday each of the document requests and let us know for each request whether documents are being withheld on the basis of each of your general objections.

From: Rowe, Rachael A. <RROWE@KMKLAW.com>
Sent: Monday, August 16, 2021 5:55 PM
To: Schiavoni, Tancred <tschiavoni@omm.com>
Cc: Cocchiaro, Salvatore J. <scocchiaro@omm.com>; Irwin, Kevin E. <KIRWIN@KMKLAW.com>; Caponi Steven L. <Steven.Caponi@klgates.com>; Stewart, Benjamin G. <BGStewart@KMKLAW.com>; Brown, Bonnie R. <bbrown@kmmklaw.com>
Subject: Re: BSA Subpoena

[EXTERNAL MESSAGE]

Mr. Schiavoni,

I'm happy to discuss this and any other demands you have when we talk on Wednesday or Thursday. Perhaps you can keep a running list and share it with me in advance of our call?

Thanks in advance.

Rachael A. Rowe

Partner

RROWE@KMKLAW.com

KMK | Law

Keating Muething & Klekamp PLL

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On Aug 16, 2021, at 5:48 PM, Schiavoni, Tancred <tschiavoni@omm.com> wrote:

Rachel

You have asserted a number of general objections. It is unclear from your response to the specific documents requests whether you are, for instance, withhold documents on mediation privilege in response to Request No. 1. We are asking you to please let us know in response to which of the document requests you are withholding documents on mediation privilege.

We are separately asking you what is the mediation to which you are asserting mediation privilege.

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EXHIBIT 8

Vroman, Robert C.

From: Rowe, Rachael A. <RROWE@KMKLAW.com>
Sent: Thursday, September 16, 2021 2:46 PM
To: Cocchiaro, Salvatore J.
Cc: Caponi, Steven L.; Stewart, Benjamin G.; Matthews, Melissa S.; Irwin, Kevin E.; Brown, Bonnie R.; Schiavoni, Tancred; Casale, Lauren; Indelicato, Samantha M.
Subject: Re: BSA 8/18/21 Meet and Confer

[EXTERNAL MESSAGE]

Hello, Mr. Cocchiaro.

Mr. Green was not party to an executed written mediation agreement in the BSA case.

Sincerely, Rachael Rowe

Rachael A. Rowe

Partner
RROWE@KMKLAW.com

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Keating Muething & Klekamp PLL

One East 4th Street | Suite 1400 | Cincinnati, OH 45202

Direct: (513) 579-6486 | Fax: (513) 579-6457

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On Sep 15, 2021, at 10:33 PM, Cocchiaro, Salvatore J. <scocchiaro@omm.com> wrote:

Good evening Rachael,

One of our document requests, RFP No. 14, requests “All Documents Concerning the actual or proposed terms” for Mr. Green’s role as mediator. This plainly would include any executed copies of a mediation agreement with Mr. Green/Resolutions, but we do not see such a document produced or logged.

Can you please confirm that no such executed mediation agreement exists? If it does, we again request that it be produced.

Best,
Sal

Salvatore J. Cocchiaro
O: +1-212-728-5975
scocchiaro@omm.com

From: Rowe, Rachael A. <RROWE@KMKLAW.com>
Sent: Tuesday, September 7, 2021 21:53
To: Cocchiaro, Salvatore J. <scocchiaro@omm.com>

Cc: Caponi, Steven L. <Steven.Caponi@klgates.com>; Stewart, Benjamin G. <BGStewart@KMKLAW.com>; Matthews, Melissa S. <MMatthews@KMKLAW.com>; Irwin, Kevin E. <KIRWIN@KMKLAW.com>; Brown, Bonnie R. <bbrown@kmlaw.com>; Schiavoni, Tancred <tschiavoni@omm.com>; Casale, Lauren <lcasale@omm.com>; Indelicato, Samantha M. <sindelicato@omm.com>
Subject: Re: BSA 8/18/21 Meet and Confer

[EXTERNAL MESSAGE]

Hello, Mr.Cocchiaro.

Resolutions did not withhold any prepetition documents related to the BSA bankruptcy or anticipated bankruptcy. Nor did Mr. Green.

As you know, both Resolutions and Mr. Green objected to the scope of your requests insofar as they contained no date limit and could be construed to seek documents unrelated in any way to the bankruptcy. Mr. Green and/or Resolutions may have some very old personal documents relating to the individual scouting activities of Mr. Green and Mr. Green's son. We did not produce personal documents of this nature that are unrelated in any way to the bankruptcy.

Your email specifically references March 2020. To avoid any risk of confusion, I would point you to the February 20, 2020 email that we did produce. That is the earliest Resolutions/Green document related to the BSA bankruptcy.

Thank you,

Rachael Rowe

Rachael A. Rowe

Partner

RROWE@KMKLAW.com

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On Sep 7, 2021, at 8:22 PM, Cocchiaro, Salvatore J. <scocchiaro@omm.com> wrote:

Good evening Rachael,

Following up on this, can you please let us know as soon as possible whether Mr. Green or Resolutions had any communications about BSA prepetition, and if so, the basis for withholding those communications?

Many thanks,
Sal

Salvatore J. Cocchiaro
O: +1-212-728-5975

scocchiaro@omm.com

From: Cocchiaro, Salvatore J.
Sent: Tuesday, September 7, 2021 10:40
To: 'Rowe, Rachael A.' <RROWE@KMKLAW.com>
Cc: Caponi, Steven L. <Steven.Caponi@klgates.com>; Stewart, Benjamin G. <BGStewart@KMKLAW.com>; Matthews, Melissa S. <MMatthews@KMKLAW.com>; Irwin, Kevin E. <KIRWIN@KMKLAW.com>; Brown, Bonnie R. <bbrown@kmklaw.com>; Schiavoni, Tancred <tschiavoni@omm.com>; Casale, Lauren <lcasale@omm.com>; Indelicato, Samantha M. <sindelicato@omm.com>
Subject: RE: BSA 8/18/21 Meet and Confer

Good morning Rachael,

Hope all is well. I am writing to confirm that Eric Green and Resolutions did not withhold any documents that predate March 2020. To the extent that Mr. Green communicated prepetition about BSA and the possibility of a BSA bankruptcy, our document requests covered such communications.

Many thanks,
Sal

Salvatore J. Cocchiaro
O: +1-212-728-5975
scocchiaro@omm.com

From: Rowe, Rachael A. <RROWE@KMKLAW.com>
Sent: Wednesday, September 1, 2021 14:18
To: Cocchiaro, Salvatore J. <scocchiaro@omm.com>
Cc: Caponi, Steven L. <Steven.Caponi@klgates.com>; Stewart, Benjamin G. <BGStewart@KMKLAW.com>; Matthews, Melissa S. <MMatthews@KMKLAW.com>; Schiavoni, Tancred <tschiavoni@omm.com>; Svirsky, Gary <gsvirsky@omm.com>; Casale, Lauren <lcasale@omm.com>; Indelicato, Samantha M. <sindelicato@omm.com>; jweinberg@goodwin.com; ahachikian@foxswibel.com; Irwin, Kevin E. <KIRWIN@KMKLAW.com>; Brown, Bonnie R. <bbrown@kmklaw.com>
Subject: RE: BSA 8/18/21 Meet and Confer

[EXTERNAL MESSAGE]

Good afternoon, Mr. Cocchiaro.

Please see the attached letter and privilege log.

Thank you,
Rachael Rowe

From: Rowe, Rachael A. <rrowe@kmklaw.com>
Sent: Tuesday, August 31, 2021 4:14 PM
To: Cocchiaro, Salvatore J. <scocchiaro@omm.com>
Cc: Caponi, Steven L. <Steven.Caponi@klgates.com>; Stewart, Benjamin G. <BGStewart@KMKLAW.com>; Matthews, Melissa S. <MMatthews@KMKLAW.com>; Schiavoni, Tancred <tschiavoni@omm.com>; Svirsky, Gary <gsvirsky@omm.com>

Casale, Lauren <lcasale@omm.com>; Indelicato, Samantha M. <sindelicato@omm.com>; jweinberg@goodwin.com; ahachikian@foxswibel.com; Irwin, Kevin E. <KIRWIN@KMKLAW.com>; Reuter, Mary E. <mbreuter@kmklaw.com>
Subject: Re: BSA 8/18/21 Meet and Confer [IWOV-IMANAGE.FID1866118]

Good afternoon, Mr. Cocchiaro.

Thank you for your letter.

I noted when we last corresponded on August 26 that I would be able to send you the privilege log this week. Consistent with that promise, I plan to send you the completed log tomorrow.

Thank you, Rachael Rowe

On Aug 31, 2021, at 2:16 PM, Cocchiaro, Salvatore J. <scocchiaro@omm.com> wrote:

Rachael A. Rowe

Partner

RROWE@KMKLAW.com

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Good afternoon Rachael,

Please see the attached letter.

Kind regards,
Sal

----- Original Message -----

From: "Rowe, Rachael A." <RROWE@KMKLAW.com>

Date: Thu, Aug 26, 2021, 14:54

To: "Cocchiaro, Salvatore J." <scocchiaro@omm.com>

CC: "Caponi, Steven L." <Steven.Caponi@kgates.com>,"Stewart, Benjamin G." <BGStewart@KMKLAW.com>,"Matthews, Melissa S." <MMatthews@KMKLAW.com>,"Schiavoni, Tancred"

<tschiavoni@omm.com>,"Svirsky, Gary" <gsvirsky@omm.com>,"Casale, Lauren" <lcasale@omm.com>,"Indelicato, Samantha M." <sindelicato@omm.com>,"jweinberg@goodwin.com"

<jweinberg@goodwin.com>,"ahachikian@foxswibel.com" <ahachikian@foxswibel.com>,"Irwin, Kevin E." <KIRWIN@KMKLAW.com>,"Reuter, Mary E." <mbreuter@kmklaw.com>

Subject: RE: BSA 8/18/21 Meet and Confer [IWOV-
IMANAGE.FID1866118]

[EXTERNAL MESSAGE]

Hello, Mr. Cocchiaro,

We are working on the log and will get it to you when it is complete. I anticipate that will be sometime next week, and will let you know if we encounter any unanticipated delays.

Thanks, Rachael

Rachael A. Rowe

Partner

RROWE@KMKLAW.com

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From: Cocchiaro, Salvatore J. <scocchiaro@omm.com>

Sent: Thursday, August 26, 2021 1:18 PM

To: Rowe, Rachael A. <RROWE@KMKLAW.com>

Cc: Caponi, Steven L. <Steven.Caponi@klgates.com>; Stewart, Benjamin

G. <BGStewart@KMKLAW.com>; Matthews, Melissa S.

<MMatthews@KMKLAW.com>; Schiavoni, Tancred

<tschiavoni@omm.com>; Svirsky, Gary <gsvirsky@omm.com>; Casale,

Lauren <lcasale@omm.com>; Indelicato, Samantha M.

<sindelicato@omm.com>; jweinberg@goodwin.com;

ahachikian@foxswibel.com; Irwin, Kevin E. <KIRWIN@KMKLAW.com>

Subject: RE: BSA 8/18/21 Meet and Confer [IWOV-

IMANAGE.FID1866118]

Hi Rachael,

Many thanks to your IT team for working with ours to resolve the tech issues with the document production.

Given that the production was completed on Monday, could you please provide an update on when we should expect to receive the privilege log as discussed?

All the best,

Sal

Salvatore J. Cocchiaro

O: +1-212-728-5975

scocchiaro@omm.com

From: Rowe, Rachael A. <RROWE@KMKLAW.com>
Sent: Thursday, August 19, 2021 17:05
To: Cocchiaro, Salvatore J. <scocchiaro@omm.com>
Cc: Caponi, Steven L. <Steven.Caponi@klgates.com>; Stewart, Benjamin G. <BGStewart@KMKLAW.com>; Matthews, Melissa S. <MMatthews@KMKLAW.com>; Schiavoni, Tancred <tschiavoni@omm.com>; Svirsky, Gary <gsvirsky@omm.com>; Casale, Lauren <lcasale@omm.com>; jweinberg@goodwin.com; ahachikian@foxswibel.com; Irwin, Kevin E. <KIRWIN@KMKLAW.com>
Subject: RE: BSA 8/18/21 Meet and Confer [IWOV-IMANAGE.FID1866118]

[EXTERNAL MESSAGE]

Good afternoon, Mr. Cocchiaro,

As I stated during our meet and confer yesterday, the time-consuming and expensive production of a mediation privilege log seems futile if you are going to argue that the materials are not privileged in any event. That said, in light of your representation about your need for information in advance of the August 25 hearing on the proposed Disclosure Statement, and to avoid wasting court resources on what we would consider to be unnecessary motion practice, Mr. Green and Resolutions will agree to produce a privilege log that includes all mediation privileged documents so that you, and the court if necessary, can assess the issues. As I noted in my email to you last night, we will begin logging the privileged materials when we finish the review and production of documents, which we expect to be on Monday, August 23. We will produce the log to you when it is complete.

You also asked us yesterday whether we could tell you affirmatively if there are mediation privileged documents that are responsive to request numbers 9 through 25. Although I do not think we are required under the rules to provide you with this specific information, Mr. Green and Resolutions wish to avoid further waste of resources arguing over non-existent documents. At this juncture, we are not aware of any mediation privileged documents that are responsive to request numbers 9, 11, 12, 13, 16, 17, 19, 20, 21 or 23. Given that we have not fully completed the production and review at this point, it is possible that there may be a some mediation privileged documents responsive to these requests; but based on our review to date, we do not believe that to be the case. Mediation privileged documents that may be responsive to the remaining requests in that range (and any others) will be logged.

Sincerely, Rachael Rowe

From: Rowe, Rachael A. <RROWE@KMKLAW.com>
Sent: Wednesday, August 18, 2021 9:11 PM
To: Cocchiaro, Salvatore J. <scocchiaro@omm.com>
Cc: Caponi, Steven L. <Steven.Caponi@klgates.com>; Stewart, Benjamin G. <BGStewart@KMKLAW.com>; Matthews, Melissa S. <MMatthews@KMKLAW.com>; Schiavoni, Tancred <tschiavoni@omm.com>; Svirsky, Gary <gsvirsky@omm.com>; Casale, Lauren <lcasale@omm.com>; jweinberg@goodwin.com;

ahachikian@foxswibel.com

Subject: Re: BSA 8/18/21 Meet and Confer

Hello Mr. Cocchiaro.

This is not an accurate restatement of the discussion we had in our half-hour meet and confer. Rather, I reiterated what we already clearly stated in our objections and responses to the subpoenas and in my subsequent emails with Mr. Schiavoni. Neither Mr. Green nor Resolutions will produce mediation documents from the approximately two month period when Mr. Green was serving as a mediator in the case.

We noted that it would be unduly burdensome to produce a log of those documents if the insurers in the case planned to take the position that none of the Green or Resolutions mediation documents are protected because the court ultimately appointed an alternate mediator. You responded that you needed to understand the volume and general contents of the documents before you could take a position on that issue; and, we agreed to consider that point and confer with you on it by COB tomorrow.

You also indicated particular interest in whether any drafts of TDPs or other claim valuation documents were included in the privileged mediation documents. We told you that we do not think that is the case but will attempt to confirm when we talk again tomorrow. As to disclosing participants, if we conclude that production of a log will most efficiently advance the matter, the identity of participants would be included on the log. If we produce a log, we will get it to you as soon as it is completed. We would begin the logging process when the review and production are finalized, which we expect to be sometime on Monday.

Thanks to you and your colleagues for taking the time to talk today.

Sincerely, Rachael

On Aug 18, 2021, at 6:18 PM, Cocchiaro, Salvatore J. <scocchiaro@omm.com> wrote:

Rachael A. Rowe

Partner

RROWE@KMKLAW.com

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One East Fourth Street | Suite 1400 | Cincinnati, OH 45202 | [Map](#)

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Hi Rachael,

I write to confirm that on the meet-and-confirm call this afternoon you (i) stated that Mr. Green intends to withhold documents that were generated before the Court entered a mediation order; and (ii) would not disclose the parties that participated in the purported mediation that Mr. Green was conducting.

You also committed to let us know by COB tomorrow whether you would be logging documents with standard descriptions that would allow us to challenge the log. You would also let us know when we would receive the log.

Many thanks,
Sal

O'Melveny

Salvatore J. Cocchiaro

Associate

scocchiaro@omm.com

O: +1-212-728-5975

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7 Times Square
New York, NY 10036
[Website](#) | [LinkedIn](#) | [Twitter](#)

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<2021.08.31 OMM Letter to Rowe.pdf>

EXHIBIT 9



O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, NY 10036-6537

T: +1 212 326 2000
F: +1 212 326 2061
omm.com

File Number:

August 31, 2021

Salvatore J. Cocchiaro
D: +1 212 728 5975
scocchiaro@omm.com

VIA EMAIL

Rachael A. Rowe, Esq.
Keating Muething & Klekamp PLL
One East 4th Street
Suite 1400
Cincinnati, OH 45202

Re: In re Boy Scouts of America

Dear Rachael:

I am writing to follow up on our request for a privilege log for the documents that Eric Green and Resolutions, LLC have withheld as privileged. We previously wrote you about this and then met and conferred with you on August 18, 2021. It is now August 31, 2021. We respectfully request that you comply and send us a privilege log by tomorrow, September 1, 2021.

Sincerely,
/s/ Salvatore J. Cocchiaro
Salvatore J. Cocchiaro
for O'MELVENY & MYERS LLP

EXHIBIT 10



Rachael A. Rowe

D: 513.579.6486
RROWE@KMKLAW.com

September 1, 2021

Via Email

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, New York 10036
tschiavoni@omm.com
scocchiaro@omm.com

Re: *In re Boy Scouts of America and Delaware BSA, LLC,*
United States Bankruptcy Court, District of Delaware, Case No. 20-10343

Dear Messrs. Schiavoni and Cocchiaro:

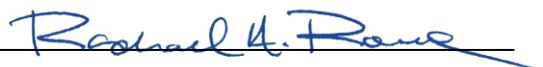
A privilege log relating to documents responsive to the subpoenas you served on Resolutions, LLC ("Resolutions") and Eric D. Green in the above-captioned case is being sent with this letter. As I stated in prior correspondence on this subject, we have included in the log all documents withheld based on privilege, including those created between March 31, 2020 and June 9, 2020, the period of time when Mr. Green was involved in the mediation in the above captioned case. The descriptions of the documents that are included in the log are made subject to, and without waiving, any applicable privilege.

This privilege log is being provided subject to my written response and objections set forth in my letters of August 11, 2021 and August 16, 2021. Moreover, we are providing this log subject to the terms of any Protective Order governing the above-captioned case (including Doc. 799-1).

Please do not hesitate to contact me if you have any questions.

Sincerely,

KEATING MUETHING & KLEKAMP PLL

By: 
Rachael A. Rowe

Keating Muething & Klekamp PLL

Attorneys at Law

One East Fourth Street | Suite 1400 | Cincinnati, Ohio 45202

P: 513.579.6400 | F: 513.579.6457 | kmklaw.com

Mr. Tancred Schiavoni
Mr. Salvatore J. Cocchiaro
September 1, 2021
Page 2

c: Mr. Kevin E. Irwin (via email *kirwin@kmklaw.com*)
Mr. Benjamin G. Stewart (via email *bgstewart@kmklaw.com*)
Mr. Steven L. Caponi (via email *steven.caponi@klgates.com*)

11090559.1

EXHIBIT 11

Control Number Begin	Date Sort_DT	Author	Email From	Email To	Email CC	Document Participants	Description	Privilege Reason
IST_0000021	3/31/2020 20:53	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Cathy Kern [Cathy@resolutionsllc.com]			Email re BSA mediator engagement	Mediation Privilege
IST_00000348	3/31/2020 22:55	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediator engagement	Mediation Privilege
IST_00000676	4/2/2020 15:04	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediator engagement and tracking time relating to BSA mediation	Mediation Privilege
IST_00000648	4/2/2020 15:06	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediator engagement and tracking time relating to BSA mediation	Mediation Privilege
IST_00000010	4/2/2020 15:58	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]			Email re BSA mediator engagement	Mediation Privilege
IST_00000262	4/6/2020 17:42	Andolina, Michael C.	Andolina, Michael C. [mandolina@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]	Boelter, Jessica C.K. [jboelter@sidley.com]		Email re BSA mediation	Mediation Privilege
IST_00000567	4/6/2020 17:52	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Boelter, Jessica C.K. [jboelter@sidley.com]		Email re BSA mediation	Mediation Privilege
IST_00000567.0001	4/6/2020 17:52						Attachment to email re BSA mediation	Mediation Privilege
IST_00000568	4/6/2020 17:52	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]	Boelter, Jessica C.K. [jboelter@sidley.com]		Email re BSA mediation	Mediation Privilege
IST_00000566	4/6/2020 17:53	Andolina, Michael C.	Andolina, Michael C. [mandolina@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]	Boelter, Jessica C.K. [jboelter@sidley.com]		Email re BSA mediation	Mediation Privilege
IST_00000309	4/6/2020 18:40	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]			Email primarily relating to other matters but referencing BSA mediation	Mediation Privilege
IST_00000252	4/7/2020 0:49	Andolina, Michael C.	Andolina, Michael C. [mandolina@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; Boelter, Jessica C.K. [jboelter@sidley.com]			Appointment for BSA mediation call	Mediation Privilege
IST_00000006	4/7/2020 2:00	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com]			Appointment for BSA mediation call	Mediation Privilege
IST_00000298	4/7/2020 2:34	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]			Appointment for BSA mediation call	Mediation Privilege
IST_00000084	4/7/2020 13:27	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]		Appointment for BSA mediation call	Mediation Privilege
IST_00000076	4/7/2020 14:40	Andolina, Michael C.	Andolina, Michael C. [mandolina@sidley.com]	Boelter, Jessica C.K. [jboelter@sidley.com]; Steven P. McGowan [Steve.McGowan@scouting.org]; Carmin Reiss [CReiss@resolutionsllc.com]; Eric D. Green [EricDGreen@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; Monica Blacker [monica@baxadvisorsllc.com]			Appointment for BSA mediation call	Mediation Privilege
IST_00000565	4/7/2020 14:51	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com]; Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]	Boelter, Jessica C.K. [jboelter@sidley.com]		Email re BSA mediation	Mediation Privilege
IST_00000565.0001	4/7/2020 14:51	greimann					Attachment to email re BSA mediation	Mediation Privilege
IST_00000002	4/7/2020 15:25	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com]			Appointment for BSA mediation call	Mediation Privilege
IST_00000306	4/7/2020 15:27	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]			Email re mediator's call notes from 4/7/2020 call	Mediation Privilege
IST_00000306.0001	4/7/2020 15:27	Carmin Reiss				E. Green C. Reiss F. Kurdi M. Andolina J. Boelter	Mediator's call notes from 4/7/2020 call	Mediation Privilege
IST_00000570	4/7/2020 15:49	Andolina, Michael C.	Andolina, Michael C. [mandolina@sidley.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]	Boelter, Jessica C.K. [jboelter@sidley.com]		Email re BSA mediation	Mediation Privilege

IST_00000569	4/7/2020 16:19	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Andolina, Michael C. [mandolina@sidley.com];Carmin Reiss [CReiss@resolutionsllc.com]	Boelter, Jessica C.K. [jboelter@sidley.com]		Email re BSA mediation	Mediation Privilege
IST_00000639	4/7/2020 16:24	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]			Email re mediator's call notes from 4/7/2020 call	Mediation Privilege
IST_00000571	4/7/2020 16:25	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com];Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]	Boelter, Jessica C.K. [jboelter@sidley.com]		Email re BSA mediation	Mediation Privilege
IST_00000451	4/7/2020 18:17	Andolina, Michael C.	Andolina, Michael C. [mandolina@sidley.com]	[jboelter@sidley.com];Carmin Reiss [CReiss@resolutionsllc.com];Steve.McGowan@scouting.org;Fouad Kurdi [FKurdi@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com];monica@baxadvisorsllc.com			Email re appointment for BSA mediation call	Mediation Privilege
IST_00000026	4/8/2020 18:07	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediator engagement	Mediation Privilege
IST_00000042	4/8/2020 18:07	Eric D. Green	[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	Cathy Kern [Cathy@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediator engagement	Mediation Privilege
IST_00000353	4/8/2020 18:12	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediator engagement	Mediation Privilege
IST_00000352	4/8/2020 18:30	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediator engagement	Mediation Privilege
IST_00000388	4/8/2020 18:30	Eric D. Green	[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	Cathy Kern [Cathy@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediator engagement	Mediation Privilege
IST_00000040	4/10/2020 20:22	James Stang	James Stang [jstang@pszjlaw.com]	Eric D. Green [EricDGreen@resolutionsllc.com]			Email re BSA mediation	Mediation Privilege
IST_00000039	4/10/2020 20:23	James Stang	James Stang [jstang@pszjlaw.com]	Eric D. Green [EricDGreen@resolutionsllc.com]			Email re BSA mediation	Mediation Privilege
IST_00000387	4/10/2020 20:32	Eric D. Green	[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	James Stang [jstang@pszjlaw.com]			Email re BSA mediation	Mediation Privilege
IST_00000386	4/10/2020 21:14	Eric D. Green	[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	James Stang [jstang@pszjlaw.com]			Email re BSA mediation	Mediation Privilege
IST_00000241	4/10/2020 22:55	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	PFinn@commonwealthmediation.com;Brian@commonwealthmediation.com;Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]			Appointment for BSA mediation call	Mediation Privilege
IST_00000679	4/11/2020 23:22	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [carmin.reiss@gmail.com]			Email re technical needs for BSA mediation	Mediation Privilege
IST_00000652	4/11/2020 23:53	Eric D. Green	[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [carmin.reiss@gmail.com]		Email re technical needs for BSA mediation	Mediation Privilege
IST_00000653	4/12/2020 1:53	Eric D. Green	[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [carmin.reiss@gmail.com]		Email re technical needs for BSA mediation	Mediation Privilege
IST_00000531	4/12/2020 14:31	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];PFinn@commonwealthmediation.com;Brian@commonwealthmediation.com;Carmin Reiss [CReiss@resolutionsllc.com]			Email re BSA mediation	Mediation Privilege
IST_00000531.0001	4/12/2020 14:31	US Trustee Program					Attachment to email re BSA mediation	Mediation Privilege
IST_00000001	4/12/2020 15:58	Carmin Reiss		Eric D. Green [EricDGreen@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		C. Reiss E. Green F. Kurdi P. Finn B. Mone	Mediator's call notes from 4/12/2020 call	Mediation Privilege
IST_00000307	4/12/2020 15:59	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]				Email re mediator's call notes from 4/12/2020 call	Mediation Privilege
IST_00000307.0001	4/12/2020 15:59	Carmin Reiss				C. Reiss E. Green F. Kurdi P. Finn B. Mone	Mediator's call notes from 4/12/2020 call	Mediation Privilege

IST_00000532	4/12/2020 16:02	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com];Carmin Reiss [CReiss@resolutionsllc.com]			Email re BSA mediation	Mediation Privilege
IST_0000025	4/12/2020 16:12	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	James Stang [jstang@pszjlaw.com]	Brian Mone [Brian@commonwealthmediation.com];edgreen@resolutionsllc.com;Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST_00000299	4/12/2020 16:23	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]			Email re BSA mediation	Mediation Privilege
IST_00000385	4/12/2020 16:44	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]			Email re BSA mediation	Mediation Privilege
IST_00000249	4/12/2020 16:47	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation and tracking time relating to BSA mediation	Mediation Privilege
IST_00000251	4/12/2020 16:47	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation and tracking time relating to BSA mediation	Mediation Privilege
IST_00000384	4/12/2020 17:00	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]			Email re BSA mediation	Mediation Privilege
IST_00000623	4/12/2020 18:30	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com];Eric D. Green [EricDGreen@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com];Carmin Reiss [CReiss@resolutionsllc.com]			Email re BSA mediation	Mediation Privilege
IST_00000024	4/12/2020 22:35	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com]			Email re BSA mediation	Mediation Privilege
IST_00000037	4/12/2020 22:35	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com]			Email re BSA mediation	Mediation Privilege
IST_00000383	4/12/2020 22:38	Andolina, Michael C.	Andolina, Michael C. [mandolina@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com]			Email re BSA mediation	Mediation Privilege
IST_00000350	4/12/2020 22:47	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com]			Email re BSA mediation	Mediation Privilege
IST_00000382	4/12/2020 22:47	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com]			Email re BSA mediation	Mediation Privilege
IST_00000381	4/12/2020 22:49	Andolina, Michael C.	Andolina, Michael C. [mandolina@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com]			Email re BSA mediation	Mediation Privilege
IST_00000258	4/13/2020 13:00	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST_00000559	4/13/2020 13:36	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST_00000068	4/13/2020 13:37						Draft document re BSA mediation order	Mediation Privilege
IST_00000070	4/13/2020 13:37	Andolina, Michael C.	Andolina, Michael C. [mandolina@sidley.com]	PFinn@commonwealthmediation.com;Eric D. Green [EricDGreen@resolutionsllc.com]	James Stang [jstang@pszjlaw.com]		Email re BSA mediation order	Mediation Privilege
IST_00000070.0001	4/13/2020 13:37						Attachment to email re BSA mediation order	Mediation Privilege
IST_00000558	4/13/2020 13:39	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST_00000561	4/13/2020 13:39	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]			Email re BSA mediation	Mediation Privilege
IST_00000557	4/13/2020 13:40	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST_00000556	4/13/2020 13:48	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST_00000560	4/13/2020 13:48	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST_00000555	4/13/2020 13:49	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST_00000562	4/13/2020 13:50	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST_00000296	4/13/2020 13:52	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]			Email re BSA mediation order	Mediation Privilege

IST 0000296.0001	4/13/2020 13:52						Attachment to email re BSA mediation order	Mediation Privilege
IST 00000313	4/13/2020 13:52	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST 00000435	4/13/2020 14:01	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Andolina, Michael C. [mandolina@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com];James Stang [jstang@pszjlaw.com] [jstang@pszjlaw.com]		Email re BSA mediation order	Mediation Privilege
IST 00000277	4/13/2020 14:02	Fouad Kurdi	Fouad Kurdi [fouadkurdi1@gmail.com]	Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com]			Appointment for BSA mediation call	Mediation Privilege
IST 00000622	4/13/2020 14:13	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com];Fouad Kurdi [FKurdi@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com];Carmin Reiss [CReiss@resolutionsllc.com]			Email re BSA mediation order	Mediation Privilege
IST 00000434	4/13/2020 14:14	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com];PFinn@commonwealthmediation.com	James Stang [jstang@pszjlaw.com] [jstang@pszjlaw.com]		Email re BSA mediation	Mediation Privilege
IST 00000621	4/13/2020 14:40	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation order	Mediation Privilege
IST 00000624	4/13/2020 14:44	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]	[Brian@commonwealthmediation.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation order	Mediation Privilege
IST 00000261	4/13/2020 15:30	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST 00000563	4/13/2020 15:32	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST 00000564	4/13/2020 15:33	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST 00000293	4/13/2020 16:05	Carmin Reiss	Carmin Reiss [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FD71836C2D684142B701272490B347EF-CREISS]	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com]		Email re mediator's call notes from 4/12/2020 call	Mediation Privilege
IST 00000293.0001	4/13/2020 16:05	Carmin Reiss				C. Reiss E. Green F. Kurdi P. Finn B. Mone	Mediator's call notes from 4/12/2020 call	Mediation Privilege
IST 00000293.0002	4/13/2020 16:05						Attachment to email re mediator's call notes from 4/12/2020 call	Mediation Privilege
IST 00000284	4/13/2020 16:06	Carmin Reiss	Carmin Reiss [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FD71836C2D684142B701272490B347EF-CREISS]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com]		Email re BSA mediation order	Mediation Privilege
IST 00000284.0001	4/13/2020 16:06						Attachment to email re BSA mediation order	Mediation Privilege
IST 00000284.0002	4/13/2020 16:06						Attachment to email re BSA mediation order	Mediation Privilege
IST 00000007	4/13/2020 16:08	Carmin Reiss	Carmin Reiss [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FD71836C2D684142B701272490B347EF-CREISS]	Fouad Kurdi [fouadkurdi1@gmail.com]			Appointment for BSA mediation call	Mediation Privilege
IST 00000433	4/13/2020 19:10	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]			Email re BSA mediation order	Mediation Privilege
IST 00000433.0001	4/13/2020 19:10	JacquelineDePierola					Attachment to email re BSA mediation order	Mediation Privilege
IST 00000433.0002	4/13/2020 19:10	Fouad Kurdi					Attachment to email re BSA mediation order	Mediation Privilege
IST 00000432	4/13/2020 19:16	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST 00000436	4/13/2020 19:21	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]			Email re BSA mediation	Mediation Privilege
IST 00000074	4/13/2020 19:33	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation order	Mediation Privilege
IST 00000074.0001	4/13/2020 19:33	Fouad Kurdi					Attachment to email re BSA mediation order	Mediation Privilege
IST 00000446	4/13/2020 20:37	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation order	Mediation Privilege

IST_00000447	4/13/2020 20:37	Eric D. Green	Eric D. Green [O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3958 90ACC7F7407CB4AA6FABC3AE4D62- ERICDGREEN]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]; Brian Mone [Brian@commonwealthmediation.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation order	Mediation Privilege
IST_00000445	4/13/2020 20:41	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]; Brian Mone [Brian@commonwealthmediation.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation order	Mediation Privilege
IST_00000444	4/13/2020 21:22	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation order	Mediation Privilege
IST_0000075	4/13/2020 21:26	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	'mandolina (mandolina@sidley.com)' [mandolina@sidley.com]; Boelter, Jessica C.K. [jboelter@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Paul Finn [PFinn@commonwealthmediation.com]; Brian Mone [Brian@commonwealthmediation.com]		Email re BSA mediation order	Mediation Privilege
IST_0000075.0001	4/13/2020 21:26	Fouad Kurdi					Attachment to email re BSA mediation order	Mediation Privilege
IST_0000075.0002	4/13/2020 21:26	JacquelineDePierola					Attachment to email re BSA mediation order	Mediation Privilege
IST_00000448	4/13/2020 22:39	Brian Mone	Brian Mone [Brian@commonwealthmediation.com]	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation order	Mediation Privilege
IST_00000449	4/13/2020 23:08	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]			Email re BSA mediation order	Mediation Privilege
IST_00000450	4/14/2020 0:00	Andolina, Michael C.	Andolina, Michael C. [mandolina@sidley.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Boelter, Jessica C.K. [jboelter@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Paul Finn [PFinn@commonwealthmediation.com]; Brian Mone [Brian@commonwealthmediation.com]		Email re BSA mediation order	Mediation Privilege
IST_0000065	4/14/2020 16:33	Harron, Edwin	Harron, Edwin [eharron@ycst.com]	Kohut, Sara Beth [skohut@ycst.com]	Brady, Robert [RBRADY@ycst.com]; Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation and mediator disclosures	Mediation Privilege
IST_00000338	4/14/2020 18:04	Bradley East	Bradley East [BEast@andrewsthornton.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]	Lauren Davis [ldavis@andrewsthornton.com]; Marco Galindez [marco@andrewsthornton.com]; Bradley East [BEast@andrewsthornton.com]; Anne Andrews [aa@andrewsthornton.com]		Email re BSA mediation	Mediation Privilege
IST_0000079	4/14/2020 19:50	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Cathy Kern [Cathy@resolutionsllc.com]; Paul Finn [PFinn@commonwealthmediation.com]; Brian Mone [Brian@commonwealthmediation.com]			Email re BSA mediation order	Mediation Privilege
IST_00000462	4/14/2020 20:13	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Cathy Kern [Cathy@resolutionsllc.com]; Paul Finn [PFinn@commonwealthmediation.com]; Brian Mone [Brian@commonwealthmediation.com]			Email re BSA mediation order	Mediation Privilege
IST_00000461	4/14/2020 21:25	Brian Mone	Brian Mone [Brian@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Cathy Kern [Cathy@resolutionsllc.com]; Paul Finn [PFinn@commonwealthmediation.com]		Email re BSA mediation order	Mediation Privilege
IST_00000460	4/14/2020 21:29	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Brian Mone [Brian@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Cathy Kern [Cathy@resolutionsllc.com]; Paul Finn [PFinn@commonwealthmediation.com]		Email re BSA mediation order	Mediation Privilege
IST_00000463	4/14/2020 21:29	Eric D. Green	Eric D. Green [O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3958 90ACC7F7407CB4AA6FABC3AE4D62- ERICDGREEN]	Brian Mone [Brian@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Cathy Kern [Cathy@resolutionsllc.com]; Paul Finn [PFinn@commonwealthmediation.com]		Email re BSA mediation order	Mediation Privilege
IST_00000459	4/14/2020 21:33	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Brian Mone [Brian@commonwealthmediation.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Cathy Kern [Cathy@resolutionsllc.com]; Paul Finn [PFinn@commonwealthmediation.com]		Email re BSA mediation order	Mediation Privilege

IST_00000242	4/14/2020 21:56	Brian Mone	Brian Mone [Brian@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com]			Appointment for BSA mediation call	Mediation Privilege
IST_00000005	4/14/2020 22:38	Eric D. Green	[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	Brian Mone [Brian@commonwealthmediation.com]			Email re appointment for BSA mediation call	Mediation Privilege
IST_00000458	4/14/2020 23:29	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Brian Mone [Brian@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com]		Email re BSA mediation order	Mediation Privilege
IST_00000457	4/14/2020 23:31	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]	Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com]		Email re BSA mediation order	Mediation Privilege
IST_00000533	4/14/2020 23:51	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Brian Mone [Brian@commonwealthmediation.com];Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com]			Email re BSA mediation	Mediation Privilege
IST_00000464	4/15/2020 0:18	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Brian Mone [Brian@commonwealthmediation.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com]		Email re BSA mediation order	Mediation Privilege
IST_00000264	4/15/2020 4:06	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]			Email re motion practice and possible effects on mediation	Mediation Privilege
IST_00000264.0001	4/15/2020 4:06						Attachment to email re motion practice and possible effects on mediation	Mediation Privilege
IST_00000264.0002	4/15/2020 4:06						Attachment to email re motion practice and possible effects on mediation	Mediation Privilege
IST_00000250	4/15/2020 12:39	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST_00000573	4/15/2020 12:40	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]			Email re motion practice and possible effects on mediation	Mediation Privilege
IST_00000549	4/15/2020 13:01	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]			Email re BSA mediation	Mediation Privilege
IST_00000580	4/15/2020 13:11	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]		Email re motion practice and possible effects on mediation	Mediation Privilege
IST_00000550	4/15/2020 14:07	Carmin Reiss	Carmin Reiss [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FD71836C2D684142B701272490B347EF-CREISS]	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST_00000579	4/15/2020 15:11	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]		Email re motion practice and possible effects on mediation	Mediation Privilege
IST_00000572	4/15/2020 15:14	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]		Email re motion practice and possible effects on mediation	Mediation Privilege
IST_00000578	4/15/2020 15:14	Eric D. Green	[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]		Email re motion practice and possible effects on mediation	Mediation Privilege
IST_00000577	4/15/2020 15:15	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]		Email re motion practice and possible effects on mediation	Mediation Privilege

IST_00000576	4/15/2020 15:17	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Paul Finn [PFinn@commonwealthmediation.com]	Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]		Email re motion practice and possible effects on mediation	Mediation Privilege
IST_00000575	4/15/2020 15:23	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]		Email re motion practice and possible effects on mediation	Mediation Privilege
IST_00000239	4/15/2020 16:36	Carmin Reiss	Carmin Reiss [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FD71836C2D684142B701272490B347EF-CREISS]	Paul Finn [PFinn@commonwealthmediation.com]; Brian Mone [brian@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re appointment for BSA mediation call	Mediation Privilege
IST_00000528	4/15/2020 16:38	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]; Brian Mone [Brian@commonwealthmediation.com]; Eric D. Green [EricDGreen@resolutionsllc.com]		Email re appointment for BSA mediation call	Mediation Privilege
IST_00000527	4/15/2020 16:45	Brian Mone	Brian Mone [Brian@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]; Paul Finn [PFinn@commonwealthmediation.com]; Eric D. Green [EricDGreen@resolutionsllc.com]		Email re appointment for BSA mediation call	Mediation Privilege
IST_00000574	4/15/2020 17:03	Eric D. Green	Eric D. Green [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]		Email re motion practice and possible effects on mediation	Mediation Privilege
IST_00000581	4/15/2020 17:03	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]		Email re motion practice and possible effects on mediation	Mediation Privilege
IST_00000582	4/15/2020 17:04	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]		Email re motion practice and possible effects on mediation	Mediation Privilege
IST_00000526	4/15/2020 17:05	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Carmin Reiss [CReiss@resolutionsllc.com]	Brian Mone [Brian@commonwealthmediation.com]; Eric D. Green [EricDGreen@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re appointment for BSA mediation call	Mediation Privilege
IST_00000525	4/15/2020 17:56	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]	Brian Mone [Brian@commonwealthmediation.com]; Eric D. Green [EricDGreen@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re appointment for BSA mediation call	Mediation Privilege
IST_00000529	4/15/2020 17:56	Carmin Reiss	Carmin Reiss [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FD71836C2D684142B701272490B347EF-CREISS]	Paul Finn [PFinn@commonwealthmediation.com]	Brian Mone [Brian@commonwealthmediation.com]; Eric D. Green [EricDGreen@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re appointment for BSA mediation call	Mediation Privilege
IST_00000524	4/15/2020 18:05	Brian Mone	Brian Mone [Brian@commonwealthmediation.com]	Carmin Reiss [CReiss@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]; Eric D. Green [EricDGreen@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re appointment for BSA mediation call	Mediation Privilege
IST_00000240	4/15/2020 18:19	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Brian Mone [Brian@commonwealthmediation.com]; Carmin Reiss [CReiss@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]; Eric D. Green [EricDGreen@resolutionsllc.com]		Appointment for BSA mediation call	Mediation Privilege
IST_00000004	4/15/2020 18:23	Carmin Reiss	Carmin Reiss [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FD71836C2D684142B701272490B347EF-CREISS]	Fouad Kurdi [FKurdi@resolutionsllc.com]			Email re appointment for BSA mediation call	Mediation Privilege
IST_00000523	4/15/2020 18:23	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Brian Mone [Brian@commonwealthmediation.com]; Carmin Reiss [CReiss@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re appointment for BSA mediation call	Mediation Privilege
IST_00000530	4/15/2020 18:43	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]; Carmin Reiss [CReiss@resolutionsllc.com]	Brian Mone [Brian@commonwealthmediation.com]; Eric D. Green [EricDGreen@resolutionsllc.com]		Email re appointment for BSA mediation call and BSA mediation order	Mediation Privilege
IST_00000238	4/15/2020 22:27	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	PFinn@commonwealthmediation.com; Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]			Email re BSA mediation	Mediation Privilege
IST_00000520	4/15/2020 23:29	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]			Email re BSA mediation and cancellation of 4/16/2020 call	Mediation Privilege

IST_0000521	4/15/2020 23:56	Carmin Reiss	Carmin Reiss [O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FD71 836C2D684142B701272490B347EF-CREISS]	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]	Email re BSA mediation and cancellation of 4/16/2020 call	Mediation Privilege
IST_0000522	4/16/2020 0:02	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and cancellation of 4/16/2020 call	Mediation Privilege
IST_0000645	4/16/2020 13:41	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]		Email re BSA mediation	Mediation Privilege
IST_0000668	4/16/2020 13:41	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com] Eric D. Green [EricDGreen@resolutionsllc.com]; PFinn@comm onwealthmediation.com	Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]	Email re BSA mediation	Mediation Privilege
IST_0000677	4/18/2020 18:38	Andolina, Michael C.	Andolina, Michael C. [mandolina@sidley.com]	James Stang [jstang@psjlaw.com] [jstang@psjlaw.com]		Email re BSA mediation, court requested mediator disclosures relating to BSA mediation, and mediator rates	Mediation Privilege
IST_0000650	4/19/2020 12:42	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com]		Email re BSA mediation, court requested mediator disclosures relating to BSA mediation, and mediator rates	Mediation Privilege
IST_0000051	4/19/2020 12:44	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	PFinn@commonwealthmediation.com; Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]		Email re BSA mediation, court requested mediator disclosures relating to BSA mediation, and mediator rates	Mediation Privilege
IST_0000408	4/19/2020 13:11	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	PFinn@commonwealthmediation.com; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]	Email re BSA mediation, court requested mediator disclosures relating to BSA mediation, and mediator rates	Mediation Privilege
IST_0000294	4/19/2020 13:59	Eric D. Green	Eric D. Green [O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3958 90ACC7F7407CB4AA6FABC3AE4D62- ERICDGREEN]	Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation, court requested mediator disclosures relating to BSA mediation, and mediator rates	Mediation Privilege
IST_0000407	4/19/2020 14:39	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]	Email re BSA mediation, court requested mediator disclosures relating to BSA mediation, and mediator rates	Mediation Privilege
IST_0000380	4/19/2020 14:57	Eric D. Green	Eric D. Green [O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3958 90ACC7F7407CB4AA6FABC3AE4D62- ERICDGREEN]	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]	Email re BSA mediation, court requested mediator disclosures relating to BSA mediation, and mediator rates	Mediation Privilege
IST_0000406	4/19/2020 14:57	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]	Email re BSA mediation, court requested mediator disclosures relating to BSA mediation, and mediator rates	Mediation Privilege
IST_0000379	4/19/2020 14:58	Eric D. Green	Eric D. Green [O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3958 90ACC7F7407CB4AA6FABC3AE4D62- ERICDGREEN]	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]	Email re BSA mediation, court requested mediator disclosures relating to BSA mediation, and mediator rates	Mediation Privilege
IST_0000404	4/19/2020 14:58	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]	Email re BSA mediation, court requested mediator disclosures relating to BSA mediation, and mediator rates	Mediation Privilege
IST_0000405	4/19/2020 14:58	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]	Email re BSA mediation, court requested mediator disclosures relating to BSA mediation, and mediator rates	Mediation Privilege
IST_0000403	4/19/2020 15:01	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]	Email re BSA mediation, court requested mediator disclosures relating to BSA mediation, and mediator rates	Mediation Privilege
IST_0000402	4/19/2020 15:30	Brian Mone	Brian Mone [Brian@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]	Email re BSA mediation, court requested mediator disclosures relating to BSA mediation, and mediator rates	Mediation Privilege
IST_0000377	4/19/2020 15:34	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Brian Mone [Brian@commonwealthmediation.com]	Paul Finn [PFinn@commonwealthmediation.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]	Appointment for BSA mediator's call Email re BSA mediation, court requested mediator disclosures relating to BSA mediation, and mediator rates	Mediation Privilege
IST_0000649	4/19/2020 16:21	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]		Attachment to email re BSA mediation, court requested mediator disclosures relating to BSA mediation, and mediator rates	Mediation Privilege
IST_0000649.0001	4/19/2020 16:21						
IST_0000271	4/19/2020 19:10	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]		Email re BSA mediation and court requested mediator disclosures relating to BSA mediation	Mediation Privilege

IST_0000271.0001	4/19/2020 19:10	Paul Finn					Attachment to email re BSA mediation and court requested mediator disclosures relating to BSA mediation	Mediation Privilege
IST_0000611	4/19/2020 20:01	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]; Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]			Email re BSA mediation and notice of appointment of UCC	Mediation Privilege
IST_0000611.0001	4/19/2020 20:01	US Trustee Program					Attachment to email re BSA mediation and notice of appointment of UCC	Mediation Privilege
IST_0000612	4/19/2020 20:05	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]; Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]			Email re BSA mediation and notice of appointment of OCC counsel	Mediation Privilege
IST_0000612.0001	4/19/2020 20:05						Attachment to email re BSA mediation and notice of appointment of OCC counsel	Mediation Privilege
IST_0000270	4/19/2020 20:46	Eric Green	Eric Green [ericdgreen1946@gmail.com]	Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]			Email re BSA mediation and mediation rates	Mediation Privilege
IST_0000270.0001	4/19/2020 20:46	Eric D. Green					Attachment to email re BSA mediation and mediation rates	Mediation Privilege
IST_0000273	4/19/2020 20:57	Eric Green	Eric Green [ericdgreen1946@gmail.com]	Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; Cathy Kern [Cathy@resolutionsllc.com]			Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000273.0001	4/19/2020 20:57	Eric D. Green					Attachment to email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000613	4/19/2020 21:35	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric Green [ericdgreen1946@gmail.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Cathy Kern [Cathy@resolutionsllc.com]			Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000614	4/19/2020 22:59	Eric Green	Eric Green [ericdgreen1946@gmail.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]; Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000260	4/19/2020 23:01	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	PFinn@commonwealthmediation.com; Brian Mone [Brian@commonwealthmediation.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]			Email re BSA mediation and mediation rates	Mediation Privilege
IST_0000260.0001	4/19/2020 23:01	Eric D. Green					Attachment to email re BSA mediation and mediation rates	Mediation Privilege
IST_0000257	4/20/2020 19:36	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	PFinn@commonwealthmediation.com; Brian Mone [Brian@commonwealthmediation.com]; Carmin Reiss [carmin.reiss@gmail.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation, court requested mediation disclosures, and mediation rates	Mediation Privilege
IST_0000554	4/20/2020 19:37	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; PFinn@commonwealthmediation.com; Brian Mone [Brian@commonwealthmediation.com]; Carmin Reiss [carmin.reiss@gmail.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]			Email re BSA mediation, court requested mediation disclosures, and mediation rates	Mediation Privilege
IST_0000315	4/20/2020 19:46	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	PFinn@commonwealthmediation.com; Brian Mone [Brian@commonwealthmediation.com]; Carmin Reiss [carmin.reiss@gmail.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation, court requested mediation disclosures, and mediation rates	Mediation Privilege
IST_0000315.0001	4/20/2020 19:46	Eric D. Green					Attachment to email re BSA mediation, court requested mediation disclosures, and mediation rates	Mediation Privilege
IST_0000315.0002	4/20/2020 19:46	Eric D. Green					Attachment to email re BSA mediation, court requested mediation disclosures, and mediation rates	Mediation Privilege
IST_0000601	4/21/2020 2:39	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Brian Mone [Brian@commonwealthmediation.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation, court requested mediation disclosures, and mediation rates	Mediation Privilege
IST_0000314	4/21/2020 15:30	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]; Brian Mone [Brian@commonwealthmediation.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]			Email re BSA mediation, court requested mediation disclosures, and mediation rates	Mediation Privilege
IST_0000316	4/21/2020 17:05	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]; Brian Mone [Brian@commonwealthmediation.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]			Email re BSA mediation, court requested mediation disclosures, and mediation rates	Mediation Privilege

IST_0000600	4/21/2020 17:26	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Brian Mone [Brian@commonwealthmediation.com];Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation, court requested mediation disclosures, and mediation rates	Mediation Privilege
IST_0000602	4/21/2020 17:27	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]	Brian Mone [Brian@commonwealthmediation.com];Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation, court requested mediation disclosures, and mediation rates	Mediation Privilege
IST_0000651	4/21/2020 17:35	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com];PFinn@commonwealthmediation.com	James Stang [jstang@pszjlaw.com] [jstang@pszjlaw.com]		Email re BSA mediation, court requested mediation disclosures, and mediation rates	Mediation Privilege
IST_0000651.0001	4/21/2020 17:35	Eric D. Green					Attachment to email re BSA mediation, court requested mediation disclosures, and mediation rates	Mediation Privilege
IST_0000237	4/22/2020 16:08	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Andolina, Michael C. [mandolina@sidley.com];James Stang [jstang@pszjlaw.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com];Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000237.0001	4/22/2020 16:08	Paul Finn					Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000518	4/22/2020 16:12	Brian Mone	Brian Mone [Brian@commonwealthmediation.com]	Paul Finn [PFinn@commonwealthmediation.com]	Andolina, Michael C. [mandolina@sidley.com];James Stang [jstang@pszjlaw.com];Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000519	4/22/2020 16:13	Andolina, Michael C.	Andolina, Michael C. [mandolina@sidley.com]	Brian Mone [Brian@commonwealthmediation.com];Paul Finn [PFinn@commonwealthmediation.com];Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]	James Stang [jstang@pszjlaw.com];Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000259	4/22/2020 17:13	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]	PFinn@commonwealthmediation.com;Brian Mone [Brian@commonwealthmediation.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000603	4/22/2020 17:24	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]				Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000603.0001	4/22/2020 17:24						Attachment to email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000082	4/22/2020 19:07	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000082.0001	4/22/2020 19:07	Eric D. Green					Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000469	4/22/2020 19:14	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000469.0001	4/22/2020 19:14	Eric D. Green					Attachment to email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000468	4/22/2020 19:18	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000468.0001	4/22/2020 19:18	Eric D. Green					Attachment to email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000470	4/22/2020 19:20	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000499	4/22/2020 19:26	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com];PFinn@commonwealthmediation.com	James Stang [jstang@pszjlaw.com];Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000499.0001	4/22/2020 19:26	Eric D. Green					Attachment to email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_0000288	4/23/2020 16:06	James Stang	James Stang [jstang@pszjlaw.com]	Paul Finn [PFinn@commonwealthmediation.com];Eric D. Green [EricDGreen@resolutionsllc.com]			Email re hearing on motion practice	Mediation Privilege
IST_0000583	4/23/2020 16:08	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	James Stang [jstang@pszjlaw.com]	Paul Finn [PFinn@commonwealthmediation.com]		Email re hearing on motion practice	Mediation Privilege
IST_0000584	4/23/2020 16:13	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	James Stang [jstang@pszjlaw.com]		Email re hearing on motion practice	Mediation Privilege
IST_0000318	4/23/2020 16:15	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	James Stang [jstang@pszjlaw.com];Andolina, Michael C. [mandolina@sidley.com]	Brian Mone [Brian@commonwealthmediation.com];Eric D. Green [EricDGreen@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege

IST_00000253	4/26/2020 2:04	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]			Email re hearing on motion practice	Mediation Privilege
IST_00000253.0001	4/26/2020 2:04	GREIMANN					Attachment to email re hearing on motion practice	Mediation Privilege
IST_00000669	4/27/2020 18:04	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]			Email re BSA mediation	Mediation Privilege
IST_0000077	4/29/2020 2:50	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]			Mediator email re motion practice	Mediation Privilege
IST_0000077.0001	4/29/2020 2:50						Attachment to Mediator email re motion practice	Mediation Privilege
IST_00000452	4/29/2020 17:45	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]		Email re hearing on motion practice	Mediation Privilege
IST_00000453	4/30/2020 1:29	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]		Email re hearing on motion practice	Mediation Privilege
IST_00000599	4/30/2020 17:29	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com] [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	Harron, Edwin [eharron@ycst.com]	Eden, Lisa [leden@ycst.com];Cathy Kern [Cathy@resolutionsllc.com];Patton, James [jpatton@ycst.com];Zieg, Sharon [SZIEG@ycst.com];Forbes, Juliana [JForbes@ycst.com]		Email re hearing on motion practice	Mediation Privilege
IST_0000035	4/30/2020 18:39	Harron, Edwin	Harron, Edwin [eharron@ycst.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]		Email re hearing on motion practice	Mediation Privilege
IST_00000375	4/30/2020 18:40	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Harron, Edwin [eharron@ycst.com]	Cathy Kern [Cathy@resolutionsllc.com]		Email re hearing on motion practice	Mediation Privilege
IST_00000374	4/30/2020 18:46	Harron, Edwin	Harron, Edwin [eharron@ycst.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Cathcart, Casey [ccathcart@ycst.com]		Email re hearing on motion practice	Mediation Privilege
IST_00000373	4/30/2020 19:43	Cathcart, Casey	Cathcart, Casey [ccathcart@ycst.com]	Harron, Edwin [eharron@ycst.com];Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]		Email re hearing on motion practice	Mediation Privilege
IST_00000373.0001	4/30/2020 19:43						Attachment to email re hearing on motion practice	Mediation Privilege
IST_00000285	4/30/2020 22:54	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com] [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	Eric D. Green [EricDGreen@resolutionsllc.com]			Email re motion practice	Mediation Privilege
IST_00000285.0001	4/30/2020 22:54						Attachment to email re motion practice	Mediation Privilege
IST_00000285.0002	4/30/2020 22:54						Attachment to email re motion practice	Mediation Privilege
IST_00000034	5/1/2020 19:50	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]			Email re hearing on motion practice	Mediation Privilege
IST_00000371	5/1/2020 19:51	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]			Email re hearing on motion practice	Mediation Privilege
IST_00000234	5/4/2020 14:35	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]			Email re hearing on motion practice	Mediation Privilege
IST_00000512	5/4/2020 14:36	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]			Email re hearing on motion practice	Mediation Privilege
IST_00000517	5/4/2020 15:55	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com] [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FD71836C2D684142B701272490B347EF-CREISS]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]		Email re hearing on motion practice	Mediation Privilege
IST_00000646	5/4/2020 22:59	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]			Email re BSA mediation	Mediation Privilege
IST_00000033	5/5/2020 1:04	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [carmin.reiss@gmail.com]		Email re BSA mediation, hearing on motion practice, and mediation rates	Mediation Privilege
IST_00000370	5/5/2020 1:30	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation, hearing on motion practice, and mediation rates	Mediation Privilege
IST_00000369	5/5/2020 1:36	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com]			Email re BSA mediation, hearing on motion practice, and mediation rates	Mediation Privilege

IST_00000368	5/5/2020 2:06	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com]			Email re BSA mediation, hearing on motion practice, and mediation rates	Mediation Privilege
IST_00000673	5/5/2020 17:03	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]			Email briefly mentioning discussion of BSA mediation status	Mediation Privilege
IST_00000254	5/7/2020 1:52	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]			Email re hearing on motion practice	Mediation Privilege
IST_00000011	5/7/2020 16:24	Molton, David J.	Molton, David J. [DMolton@brownrudnick.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]			Email re hearing on motion practice	Mediation Privilege
IST_00000266	5/12/2020 3:14	CourtCall	CourtCall [response@courtcall.com]	Eric D. Green [EricDGreen@resolutionsllc.com]			Email re hearing on motion practice	Mediation Privilege
IST_00000266.0001	5/12/2020 3:14						Attachment to email re hearing on motion practice	Mediation Privilege
IST_00000305	5/13/2020 12:42	Andolina, Michael C.	Andolina, Michael C. [mandolina@sidley.com]	Paul Finn [PFinn@commonwealthmediation.com];Eric D. Green [EricDGreen@resolutionsllc.com]	Brian Mone [Brian@commonwealthmediation.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation and mediator agreements	Mediation Privilege
IST_00000637	5/13/2020 12:48	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]; [//O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	Andolina, Michael C. [mandolina@sidley.com]	Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation and mediator agreements	Mediation Privilege
IST_00000255	5/13/2020 12:50	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]; [//O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com];Carmin Reiss [carmin.reiss@gmail.com];Cathy Kern [Cathy@resolutionsllc.com]			Email re BSA mediation and mediator agreements	Mediation Privilege
IST_00000636	5/13/2020 13:05	Andolina, Michael C.	Andolina, Michael C. [mandolina@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation order and mediator agreements	Mediation Privilege
IST_00000636.0001	5/13/2020 13:05						Attachment to email re BSA mediation order	Mediation Privilege
IST_00000635	5/13/2020 13:27	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]; [//O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	Andolina, Michael C. [mandolina@sidley.com]	Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation order and mediator agreements	Mediation Privilege
IST_00000552	5/13/2020 13:28	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com];Carmin Reiss [carmin.reiss@gmail.com]		Email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000272	5/13/2020 13:52	LSK					Resolutions, LLC mediation agreement draft	Mediation Privilege
IST_00000274	5/13/2020 13:53	Rentex					Resolutions, LLC mediation agreement draft	Mediation Privilege
IST_00000275	5/13/2020 13:56	LSK					Resolutions, LLC mediation agreement draft	Mediation Privilege
IST_00000551	5/13/2020 13:56	Carmin Reiss	Carmin Reiss [carmin.reiss@gmail.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000048	5/13/2020 14:01	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000048.0001	5/13/2020 14:01	LSK					Attachment to email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000048.0002	5/13/2020 14:01	LSK					Attachment to email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000048.0003	5/13/2020 14:01	Rentex					Attachment to email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000048.0004	5/13/2020 14:01	LSK					Attachment to email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000366	5/13/2020 14:15	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]			Email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000365	5/13/2020 14:33	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]; [//O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000401	5/13/2020 14:33	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000312	5/13/2020 14:39	LSK					Attachment to email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege

IST_00000364	5/13/2020 14:44	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]			Email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000364.0001	5/13/2020 14:44	LSK					Attachment to email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000363	5/13/2020 16:24	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]			Email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000362	5/13/2020 16:26	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]			Email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000638	5/13/2020 16:38	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com]	Brian Mone [Brian@commonwealthmediation.com];Fouad Kurdi [FKurdi@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000638.0001	5/13/2020 16:38	LSK					Attachment to email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000638.0002	5/13/2020 16:38	LSK					Attachment to email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000638.0003	5/13/2020 16:38	Rentex					Attachment to email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000638.0004	5/13/2020 16:38	LSK					Attachment to email re BSA mediation, mediator agreements, and fee schedule	Mediation Privilege
IST_00000058	5/14/2020 5:07	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]			Email re BSA mediation and motion practice	Mediation Privilege
IST_00000058.0001	5/14/2020 5:07						Attachment to email re BSA mediation and motion practice	Mediation Privilege
IST_00000420	5/14/2020 12:30	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]		Email re BSA mediation and motion practice	Mediation Privilege
IST_00000421	5/14/2020 12:30	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]		Email re BSA mediation and motion practice	Mediation Privilege
IST_00000422	5/14/2020 14:42	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]		Email re BSA mediation and motion practice	Mediation Privilege
IST_00000047	5/14/2020 17:16	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]			Email re BSA mediation	Mediation Privilege
IST_00000399	5/14/2020 18:06	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]			Email re BSA mediation	Mediation Privilege
IST_00000399.0001	5/14/2020 18:06						Attachment to email re BSA mediation	Mediation Privilege
IST_00000398	5/15/2020 3:22	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]			Email re BSA mediation	Mediation Privilege
IST_00000397	5/15/2020 14:38	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]			Email re BSA mediation	Mediation Privilege

IST_0000057	5/15/2020 19:41	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com];Paul Finn [PFinn@commonwealthmediation.com]			Email re motion practice	Mediation Privilege
IST_0000057.0001	5/15/2020 19:41						Attachment to email re motion practice	Mediation Privilege
IST_0000057.0002	5/15/2020 19:41						Attachment to email re motion practice	Mediation Privilege
IST_0000063	5/15/2020 19:47	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com];Paul Finn [PFinn@commonwealthmediation.com]			Email re motion practice	Mediation Privilege
IST_0000063.0001	5/15/2020 19:47						Attachment to email re motion practice	Mediation Privilege
IST_0000063.0002	5/15/2020 19:47						Attachment to email re motion practice	Mediation Privilege
IST_00000425	5/15/2020 20:25	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]			Email re motion practice	Mediation Privilege
IST_00000426	5/15/2020 20:51	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com];Paul Finn [PFinn@commonwealthmediation.com]			Email re motion practice	Mediation Privilege
IST_0000071	5/16/2020 2:12	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]			Email re motion practice and complaint	Mediation Privilege
IST_0000071.0001	5/16/2020 2:12						Attachment to email re motion practice and complaint	Mediation Privilege
IST_0000071.0002	5/16/2020 2:12						Attachment to email re motion practice and complaint	Mediation Privilege
IST_0000071.0003	5/16/2020 2:12						Attachment to email re motion practice and complaint	Mediation Privilege
IST_00000243	5/17/2020 2:00	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]			Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_00000534	5/17/2020 2:05	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_00000535	5/17/2020 3:03	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_00000235	5/18/2020 12:12	Carmin Reiss	Carmin Reiss [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FD71836C2D684142B701272490B347EF-CREISS]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]		Email re hearing on objections to mediation order	Mediation Privilege
IST_00000514	5/18/2020 13:47	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]		Email re hearing on objections to mediation order	Mediation Privilege
IST_00000513	5/18/2020 15:14	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]		Email re hearing on objections to mediation order	Mediation Privilege
IST_00000515	5/18/2020 15:14	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]		Email re hearing on objections to mediation order	Mediation Privilege
IST_00000516	5/18/2020 15:16	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]		Email re hearing on objections to mediation order	Mediation Privilege
IST_00000053	5/19/2020 3:07	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]			Email re BSA mediation and 2014(a) disclosures	Mediation Privilege
IST_00000412	5/19/2020 3:10	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and 2014(a) disclosures	Mediation Privilege

IST_00000414	5/19/2020 3:10	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and 2014(a) disclosures	Mediation Privilege
IST_00000670	5/19/2020 17:07	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com];Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]	[SherryKiander@commonwealthmediation.com];Jon Prouty [JonProuty@commonwealthmediation.com];Donna Orlando [DonnaOrlando@commonwealthmediation.com]		Email re BSA mediation and 2014(a) mediation disclosures	Mediation Privilege
IST_00000411	5/19/2020 17:53	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and 2014(a) disclosures	Mediation Privilege
IST_00000413	5/19/2020 17:53	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and 2014(a) disclosures	Mediation Privilege
IST_00000415	5/19/2020 17:56	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and 2014(a) disclosures	Mediation Privilege
IST_00000028	5/19/2020 17:57	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_00000046	5/19/2020 17:57	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_00000027	5/19/2020 18:17	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Michael C. Andolina [mandolina@sidley.com]			Email re BSA mediation	Mediation Privilege
IST_00000355	5/19/2020 20:26	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_00000016	5/19/2020 20:27	Linder, Matthew	Linder, Matthew [mlinder@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	[jboelter@sidley.com];Andolina, Michael C. [mandolina@sidley.com];Labuda, Jr., Thomas [tlabuda@sidley.com];Basaria, Karim [kbasaria@sidley.com];Warner, Blair [blair.warner@sidley.com];DEREK C. ABBOTT [dabbott@mnat.com];[dabbott@mnat.com];Remming, Andrew [ARemming@MNAT.com];Moats, Eric [emoats@MNAT.com];Topper, Paige [ptopper@MNAT.com];Martin, Ernest [Ernest.Martin@haynesboone.com];Azer, Adrian [Adrian.Azer@haynesboone.com];James Stang [jstang@pszlaw.com];Rob Orgel [rorgel@pszlaw.com];John A. Morris [jmorris@pszlaw.com];John W. Lucas [jlucas@pszlaw.com];Linda Cantor [lcantor@pszlaw.com];'joneill@pszlaw.com' [joneill@pszlaw.com];'rringer@kramerlevin.com' [rringer@kramerlevin.com];'jsharret@kramerlevin.com' [jsharret@kramerlevin.com];Wasson, Megan [MWasson@KRAMERLEVIN.com];Brady, Robert [RBRADY@ycst.com];Harron, Edwin [eharron@ycst.com];'Zieg, Sharon [SZIEG@ycst.com]' [SZIEG@ycst.com];Mason, Richard G. [RGMason@WLRK.com];Mayer, Douglas K. [DKMayer@WLRK.com];Celentino, Joseph C. [JCCelentino@wlrk.com];Schiavoni, Tancred		Email re BSA mediation and requesting info for 2014(a) disclosures	Mediation Privilege
IST_0000016.0001	5/19/2020 20:27			Cathy Kern [Cathy@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com]			Attachment to email re BSA mediation and requesting info for 2014(a) disclosures	Mediation Privilege
IST_00000354	5/19/2020 20:31	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and 2014(a) mediation disclosures	Mediation Privilege
IST_00000335	5/19/2020 20:32	Linder, Matthew	Linder, Matthew [mlinder@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	[jboelter@sidley.com];Andolina, Michael C. [mandolina@sidley.com];Labuda, Jr., Thomas [tlabuda@sidley.com];Basaria, Karim [kbasaria@sidley.com];Warner, Blair [blair.warner@sidley.com]		Email re BSA mediation and 2014(a) disclosures	Mediation Privilege
IST_00000335.0001	5/19/2020 20:32			Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]			Attachment to email re BSA mediation and 2014(a) disclosures	Mediation Privilege
IST_00000086	5/20/2020 4:32	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]			Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege

IST_0000086.0001	5/20/2020 4:32	Fouad Kurdi					Attachment to email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000479	5/20/2020 5:18	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]			Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000495	5/20/2020 5:23	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000478	5/20/2020 12:15	Eric D. Green	ERIC D. GREEN [//O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=395890ACC7F7407CB4AA6FABC3AE4D62-ERICDGREEN]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000494	5/20/2020 12:15	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000477	5/20/2020 14:37	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000493	5/20/2020 14:37	Carmin Reiss	Carmin Reiss [//O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FD71836C2D684142B701272490B347EF-CREISS]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000492	5/20/2020 14:44	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000476	5/20/2020 14:45	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000491	5/20/2020 14:45	Carmin Reiss	Carmin Reiss [//O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=FD71836C2D684142B701272490B347EF-CREISS]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000490	5/20/2020 15:04	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000489	5/20/2020 15:45	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000488	5/20/2020 15:47	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000487	5/20/2020 15:48	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000487.0001	5/20/2020 15:48	Fouad Kurdi					Attachment to email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000486	5/20/2020 15:52	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000485	5/20/2020 15:55	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000311	5/20/2020 17:18	Cathy Kern	Cathy Kern [//O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B56F2801D516444883CD20B270618AC0-CATHY]	Cathcart, Casey [ccathcart@ycst.com]			Email re BSA mediation and court requested mediation disclosures	Mediation Privilege

IST_0000334	5/20/2020 17:49	Linder, Matthew	Linder, Matthew [mlinder@sidley.com]	PFin@commonwealthmediation.com;tim@the Gallaghergroup.com;Eric D. Green [EricDGreen@resolutionsllc.com]	boelter, Jessica C.K. [jboelter@sidley.com];Andolina, Michael C. [mandolina@sidley.com];Labuda, Jr., Thomas [tlabuda@sidley.com];Basaria, Karim [kbasaria@sidley.com];Warner, Blair [blair.warner@sidley.com];DEREK C. ABBOTT [dabbott@mnat.com];Remming, Andrew [ARemming@MNAT.com];Moats, Eric [emoats@MNAT.com];Topper, Paige [ptopper@MNAT.com];Martin, Ernest [Ernest.Martin@haynesboone.com];Azer, Adrian [Adrian.Azer@haynesboone.com];James Stang [jstang@pszjlaw.com];Rob Orgel [rorgel@pszjlaw.com];John A. Morris [jmorris@pszjlaw.com];John W. Lucas [jlucas@pszjlaw.com];Linda Cantor [lcantor@pszjlaw.com];'joneill@pszjlaw.com' [joneill@pszjlaw.com];'rringer@kramerlevin.com' [rringer@kramerlevin.com];'jsharret@kramerlevin.com' [jsharret@kramerlevin.com];Wasson, Megan [MWasson@KRAMERLEVIN.com];Brady, Robert [RBRADY@ycst.com];Harron, Edwin [eharron@ycst.com];'Zieg, Sharon [SZIEG@ycst.com] [SZIEG@ycst.com];Mason, Richard G. [RGMason@WLRK.com];Mayer, Douglas K. [DKMayer@WLRK.com];Celentino, Joseph C. [JCCelentino@wlrk.com];Schivoni, Tancred	Email re BSA mediation and Rule 2014(a) disclosures	Mediation Privilege
IST_0000334.0001	5/20/2020 17:49					Attachment to email re BSA mediation and Rule 2014(a) disclosures	Mediation Privilege
IST_0000334.0002	5/20/2020 17:49					Attachment to email re BSA mediation and Rule 2014(a) disclosures	Mediation Privilege
IST_0000334.0003	5/20/2020 17:49					Attachment to email re BSA mediation and Rule 2014(a) disclosures	Mediation Privilege
IST_0000334.0004	5/20/2020 17:49					Attachment to email re BSA mediation and Rule 2014(a) disclosures	Mediation Privilege
IST_0000334.0005	5/20/2020 17:49					Attachment to email re BSA mediation and Rule 2014(a) disclosures	Mediation Privilege
IST_0000334.0006	5/20/2020 17:49					Attachment to email re BSA mediation and Rule 2014(a) disclosures	Mediation Privilege
IST_0000333	5/20/2020 18:19	Schiavoni, Tancred	Schiavoni, Tancred [tschiavoni@omm.com]	Linder, Matthew [mlinder@sidley.com];PFin@commonwealthmediation.com;tim@the Gallaghergroup.com;Eric D. Green [EricDGreen@resolutionsllc.com]	boelter, Jessica C.K. [jboelter@sidley.com];Andolina, Michael C. [mandolina@sidley.com];Labuda, Jr., Thomas [tlabuda@sidley.com];Basaria, Karim [kbasaria@sidley.com];Warner, Blair [blair.warner@sidley.com];DEREK C. ABBOTT [dabbott@mnat.com];Remming, Andrew [ARemming@MNAT.com];Moats, Eric [emoats@MNAT.com];Topper, Paige [ptopper@MNAT.com];Martin, Ernest [Ernest.Martin@haynesboone.com];Azer, Adrian [Adrian.Azer@haynesboone.com];James Stang [jstang@pszjlaw.com];Rob Orgel [rorgel@pszjlaw.com];John A. Morris [jmorris@pszjlaw.com];John W. Lucas [jlucas@pszjlaw.com];Linda Cantor [lcantor@pszjlaw.com];'joneill@pszjlaw.com' [joneill@pszjlaw.com];'rringer@kramerlevin.com' [rringer@kramerlevin.com];'jsharret@kramerlevin.com' [jsharret@kramerlevin.com];Wasson, Megan [MWasson@KRAMERLEVIN.com];Brady, Robert [RBRADY@ycst.com];Harron, Edwin [eharron@ycst.com];'Zieg, Sharon [SZIEG@ycst.com] [SZIEG@ycst.com];Mason, Richard G. [RGMason@WLRK.com];Mayer, Douglas K. [DKMayer@WLRK.com];Celentino, Joseph C. [JCCelentino@wlrk.com];Kirschenbaum,	Email re BSA mediation and Rule 2014(a) disclosures	Mediation Privilege
IST_0000484	5/21/2020 2:24	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_0000484.0001	5/21/2020 2:24	Fouad Kurdi				Attachment to email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_0000483	5/21/2020 2:28	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re draft Eric Green Declaration relating to mediation disclosures	Mediation Privilege

IST_0000069	5/22/2020 20:26	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	MLINDER@SIDLEY.COM;'mandolina (mandolina@sidley.com)' [mandolina@sidley.com];Boelter, Jessica C.K. [jboelter@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CREISS@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]	Email re Eric Green and Paul Finn Declarations relating to mediation disclosures	Mediation Privilege
IST_0000069.0001	5/22/2020 20:26	Fouad Kurdi				Attachment to email re Eric Green and Paul Finn Declarations relating to mediation disclosures	Mediation Privilege
IST_0000069.0002	5/22/2020 20:26					Attachment to email re Eric Green and Paul Finn Declarations relating to mediation disclosures	Mediation Privilege
IST_00000430	5/22/2020 23:59	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];MLINDER@SIDLEY.COM;'mandolina (mandolina@sidley.com)' [mandolina@sidley.com];Boelter, Jessica C.K. [jboelter@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CREISS@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]	Email re Eric Green and Paul Finn Declarations relating to mediation disclosures	Mediation Privilege
IST_00000431	5/23/2020 0:31	Linder, Matthew	Linder, Matthew [mlinder@sidley.com]	Paul Finn [PFinn@commonwealthmediation.com];Fouad Kurdi [FKurdi@resolutionsllc.com];Andolina, Michael C. [mandolina@sidley.com];Boelter, Jessica C.K. [jboelter@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CREISS@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]	Attachment to email re Eric Green and Paul Finn Declarations relating to mediation disclosures	Mediation Privilege
IST_00000332	5/26/2020 2:58	Linder, Matthew	Linder, Matthew [mlinder@sidley.com]	PFinn@commonwealthmediation.com;tim@thegallaghergroup.com;Eric D. Green [EricDGreen@resolutionsllc.com]	[jboelter@sidley.com];Andolina, Michael C. [mandolina@sidley.com];Labuda, Jr., Thomas [tlabuda@sidley.com];Basaria, Karim [kbasaria@sidley.com];Warner, Blair [blair.warner@sidley.com];Grayeb, Trevor M. [tgrayeb@sidley.com];DEREK C. ABBOTT [dabbott@mnat.com] [dabbott@mnat.com];Remming, Andrew [ARemming@MNAT.com];Moats, Eric [emoats@MNAT.com];Topper, Paige [ptopper@MNAT.com];Martin, Ernest [Ernest.Martin@haynesboone.com];Azer, Adrian [Adrian.Azer@haynesboone.com];James Stang [jstang@pszlaw.com];Rob Orgel [rorgel@pszlaw.com];John A. Morris [jmorris@pszlaw.com];John W. Lucas [jlucas@pszlaw.com];Linda Cantor [lcantor@pszlaw.com];'joneill@pszlaw.com' [joneill@pszlaw.com];'rringer@kramerlevin.com' [rringer@kramerlevin.com];'jsharret@kramerlevin.com' [jsharret@kramerlevin.com];Wasson, Megan [MWasson@KRAMERLEVIN.com];Brady, Robert [RBRADY@ycst.com];Harron, Edwin [eharron@ycst.com];'Zieg, Sharon [SZIEG@ycst.com] [SZIEG@ycst.com];Mason, Richard G. [RGMason@WLRK.com];Mayer, Douglas K. [DKMayer@WLRK.com];Celentino, Joseph C. [JCCelentino@wlrk.com];Schiavoni,	Email re BSA mediation and court requested mediation disclosures	Mediation Privilege
IST_00000332.0001	5/26/2020 2:58					Attachment to email re BSA mediation and court requested mediation disclosures	Mediation Privilege

IST_00000331	5/26/2020 15:44	Timothy Gallagher	Timothy Gallagher [timg@thegallaghergroup.com]	Linder, Matthew [mlinder@sidley.com];PFinn@commonwealth mediation.com;Eric D. Green [EricDGreen@resolutionsllc.com]	Boelter, Jessica C. [jboelter@sidley.com];Andolina, Michael C. [mandolina@sidley.com];Labuda, Jr., Thomas [tlabuda@sidley.com];Basaria, Karim [kbasaria@sidley.com];Warner, Blair [blair.warner@sidley.com];Grayeb, Trevor M. [tgrayeb@sidley.com];DEREK C. ABBOTT (dabbott@mnat.com) [dabbott@mnat.com];Remming, Andrew [ARemming@MNAT.com];Moats, Eric [emoats@MNAT.com];Topper, Paige [ptopper@MNAT.com];Martin, Ernest [Ernest.Martin@haynesboone.com];Azer, Adrian [Adrian.Azer@haynesboone.com];James Stang [jstang@pszjlaw.com];Rob Orgel [rorgel@pszjlaw.com];John A. Morris [jmorris@pszjlaw.com];John W. Lucas [jlucas@pszjlaw.com];Linda Cantor [lcantor@pszjlaw.com];'joneill@pszjlaw.com' [joneill@pszjlaw.com];'rringer@kramerlevin.co m' [rringer@kramerlevin.com];'jsharret@kramerle vin.com' [jsharret@kramerlevin.com];Wasson, Megan [MWasson@KRAMERLEVIN.com];Brady, Robert [RBRADY@ycst.com];Harron, Edwin [eharron@ycst.com];'Zieg, Sharon (SZIEG@ycst.com)' [SZIEG@ycst.com];Mason, Richard G. [RGMason@WLRK.com];Mayer, Douglas K. [DKMayer@WLRK.com];Celentino, Joseph C. [JCcelentino@wlrk.com];Schiavoni,	Email re BSA mediation and court requested mediation disclosures	Mediation Privilege	
IST_00000295	5/26/2020 16:06	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege	
IST_00000295.0001	5/26/2020 16:06					Email re BSA mediation and court requested mediation disclosures	Mediation Privilege	
IST_00000330	5/26/2020 16:07	Eric D. Green	Eric D. Green [O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3958 90ACC7F7407CB4AA6FABC3AE4D62- ERICDGREEN]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]	Email re BSA mediation and court requested mediation disclosures	Mediation Privilege	
IST_00000536	5/26/2020 17:26	Andolina, Michael C.	Andolina, Michael C. [mandolina@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]	Kirschenbaum, Andrew [akirschenbaum@omm.com];'Wadley, Chris' [cwadley@wwmlawyers.com];Panchok-Berry, Janine [jpanchok-berry@omm.com];'Wadley, Chris' [cwadley@wwmlawyers.com];Taylor.Meehan@ clydeco.us;Weinberg, Joshua D. [JWeinberg@goodwin.com];'Lorraine Armenti' [LArmenti@coughlinduffy.com];'Winsberg, Harris B.' [harris.winsberg@troutman.com];'Marshall, Jonathan D.' [jmarshall@choate.com];'TJacobs@bradleyriley .com' [TJacobs@bradleyriley.com];'rsmethurst@mwe .com' [rsmethurst@mwe.com];'mwarner@mwe.com' [mwarner@mwe.com];'msorem@nicolaidesllp. com' [msorem@nicolaidesllp.com];'Marrkand, Kim' [KVMarrkand@mintz.com];'Gooding, Doug' [dgooding@choate.com];Michael Hrinewski [mhrinewski@coughlinduffy.com];'Shleypak, Igor' [ishleypak@fgppr.com];'Gummow, Susan' [sgummow@fgppr.com];Ruggeri, James P. [JRuggeri@goodwin.com];Williams, Abigail W. [AWilliams@goodwin.com];Backus, Michele L. [MBackus@goodwin.com];'Roberts, Matthew G.' [Matthew.Roberts2@troutman.com];Schiavoni,	Eric D. Green [EricDGreen@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]	Email re request relating to mediation disclosures	Mediation Privilege
IST_00000329	5/26/2020 17:32	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and court requested mediation disclosures	Mediation Privilege	

IST_00000537	5/27/2020 0:21	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	<p>Andolina, Michael C. [mandolina@sidley.com]; Eric D. Green [EricDGreen@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]</p>	<p>Kirschenbaum, Andrew [akirschenbaum@omm.com]; Wadley, Chris [cwadley@wwmlawyers.com]; Panchok-Berry, Janine [jpanchok-berry@omm.com]; Wadley, Chris [cwadley@wwmlawyers.com]; Taylor.Meehan@clydeco.us; Weinberg, Joshua D. [JWeinberg@goodwin.com]; Lorraine Armenti [LArmenti@coughlinduffy.com]; Winsberg, Harris B. [harris.winsberg@troutman.com]; Marshall, Jonathan D. [jmarshall@choate.com]; TJacobs@bradleyriley.com [TJacobs@bradleyriley.com]; rsmethurst@mwe.com [rsmethurst@mwe.com]; mwarner@mwe.com [mwarner@mwe.com]; msorem@nicolaidesllp.com [msorem@nicolaidesllp.com]; Marrkand, Kim [KVMarrkand@mintz.com]; Gooding, Doug [dgooding@choate.com]; Michael Hrinewski [mhrinewski@coughlinduffy.com]; Shleypak, Igor [ishleypak@fgppr.com]; Gummow, Susan [sgummow@fgppr.com]; Ruggeri, James P. [JRuggeri@goodwin.com]; Williams, Abigail W. [AWilliams@goodwin.com]; Backus, Michele L. [MBackus@goodwin.com]; Roberts, Matthew G. [Matthew.Roberts2@troutman.com]; Schiavoni, Boelter, Jessica C.K. [jboelter@sidley.com]; Andolina, Michael C. [mandolina@sidley.com]; Labuda, Jr., Thomas [tlabuda@sidley.com]; Basaria, Karim [kbasaria@sidley.com]; Warner, Blair [blair.warner@sidley.com]; Grayeb, Trevor M. [tgrayeb@sidley.com]; DEREK C. ABBOTT [dabbott@mnat.com]; Remming, Andrew [ARemming@MNAT.com]; Moats, Eric [emoats@MNAT.com]; Topper, Paige [ptopper@MNAT.com]; Martin, Ernest [Ernest.Martin@haynesboone.com]; Azer, Adrian [Adrian.Azer@haynesboone.com]; James Stang [jstang@pszlaw.com]; Rob Orgel [rorgel@pszlaw.com]; John A. Morris [jmorris@pszlaw.com]; John W. Lucas [jlucas@pszlaw.com]; Linda Cantor [lcantor@pszlaw.com]; Joneill@pszlaw.com [joneill@pszlaw.com]; rringer@kramerlevin.com [rringer@kramerlevin.com]; jsharret@kramerlevin.com [jsharret@kramerlevin.com]; Wasson, Megan [MWasson@KRAMERLEVIN.com]; Brady, Robert [RBRADY@ycst.com]; Harron, Edwin [eharron@ycst.com]; Zieg, Sharon [SZIEG@ycst.com] [SZIEG@ycst.com]; Mason, Richard G. [RGMason@WLRK.com]; Mayer, Douglas K. [DKMayer@WLRK.com]; Celentino, Joseph C. [JCCcelentino@wlrk.com]; Schiavoni,</p>	Email re request relating to mediation disclosures	Mediation Privilege
IST_00000328	5/27/2020 19:40	Linder, Matthew	Linder, Matthew [mlinder@sidley.com]	<p>PFinn@commonwealthmediation.com; Eric D. Green [EricDGreen@resolutionsllc.com]</p>	<p>[jboelter@sidley.com]; Andolina, Michael C. [mandolina@sidley.com]; Labuda, Jr., Thomas [tlabuda@sidley.com]; Basaria, Karim [kbasaria@sidley.com]; Warner, Blair [blair.warner@sidley.com]; Grayeb, Trevor M. [tgrayeb@sidley.com]; DEREK C. ABBOTT [dabbott@mnat.com]; Remming, Andrew [ARemming@MNAT.com]; Moats, Eric [emoats@MNAT.com]; Topper, Paige [ptopper@MNAT.com]; Martin, Ernest [Ernest.Martin@haynesboone.com]; Azer, Adrian [Adrian.Azer@haynesboone.com]; James Stang [jstang@pszlaw.com]; Rob Orgel [rorgel@pszlaw.com]; John A. Morris [jmorris@pszlaw.com]; John W. Lucas [jlucas@pszlaw.com]; Linda Cantor [lcantor@pszlaw.com]; Joneill@pszlaw.com [joneill@pszlaw.com]; rringer@kramerlevin.com [rringer@kramerlevin.com]; jsharret@kramerlevin.com [jsharret@kramerlevin.com]; Wasson, Megan [MWasson@KRAMERLEVIN.com]; Brady, Robert [RBRADY@ycst.com]; Harron, Edwin [eharron@ycst.com]; Zieg, Sharon [SZIEG@ycst.com] [SZIEG@ycst.com]; Mason, Richard G. [RGMason@WLRK.com]; Mayer, Douglas K. [DKMayer@WLRK.com]; Celentino, Joseph C. [JCCcelentino@wlrk.com]; Schiavoni,</p>	Email re Eric Green and Paul Finn Declarations relating to mediation disclosures	Mediation Privilege
IST_00000328.0001	5/27/2020 19:40					Attachment to email re Eric Green and Paul Finn Declarations relating to mediation disclosures	Mediation Privilege

IST_00000327	5/27/2020 19:55	Eric D. Green	Eric D. Green [//O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3958 90ACC7F7407CB4AA6FABC3AE4D62- ERICDGREEN]	Linder, Matthew [mlinder@sidley.com]	PFinn@commonwealthmediation.com;Boelter, Jessica C.K. [jboelter@sidley.com];Andolina, Michael C. [mandolina@sidley.com];Labuda, Jr., Thomas [tlabuda@sidley.com];Basaria, Karim [kbasaria@sidley.com];Warner, Blair [blair.warner@sidley.com];Grayeb, Trevor M. [tgrayeb@sidley.com];DEREK C. ABBOTT (dabbott@mnat.com) [dabbott@mnat.com];Remming, Andrew [ARemming@mnat.com];Moats, Eric [emoats@mnat.com];Topper, Paige [ptopper@mnat.com];Martin, Ernest [Ernest.Martin@haynesboone.com];Azer, Adrian [Adrian.Azer@haynesboone.com];James Stang [jstang@pszjlaw.com];Rob Orgel [rorgel@pszjlaw.com];John A. Morris [jmorris@pszjlaw.com];John W. Lucas [jilucas@pszjlaw.com];Linda Cantor [lcantor@pszjlaw.com];joneill@pszjlaw.com;ri nger@kramerlevin.com;jsharret@kramerlevin.c om;Wasson, Megan [MWasson@kramerlevin.com];Brady, Robert [RBRADY@ycst.com];Harron, Edwin [eharron@ycst.com];Zieg, Sharon (SZIEG@ycst.com) [SZIEG@ycst.com];Mason, Richard G. [RGMason@wlrk.com];Mayer, Douglas K. [DKMayer@wlrk.com];Celentino, Joseph C. [JCCelentino@wlrk.com];Schivoni, Tancred [tschivoni@omm.com];Kirschenbaum, Andrew boelter, Jessica C.K.	Email re Eric Green and Paul Finn Declarations relating to mediation disclosures	Mediation Privilege
IST_00000336	5/28/2020 14:04	Linder, Matthew	Linder, Matthew [mlinder@sidley.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	[jboelter@sidley.com];Andolina, Michael C. [mandolina@sidley.com];Labuda, Jr., Thomas [tlabuda@sidley.com];Basaria, Karim [kbasaria@sidley.com];Warner, Blair [blair.warner@sidley.com];Grayeb, Trevor M. [tgrayeb@sidley.com];DEREK C. ABBOTT (dabbott@mnat.com) [dabbott@mnat.com];Remming, Andrew [ARemming@mnat.com];Moats, Eric [emoats@mnat.com];Topper, Paige [ptopper@mnat.com];Martin, Ernest [Ernest.Martin@haynesboone.com];Azer, Adrian [Adrian.Azer@haynesboone.com];Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com];Cathy Kern	Email re Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000336.0001	5/28/2020 14:04					Attachment to email re Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000336.0002	5/28/2020 14:04					Attachment to email re Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_00000337	5/28/2020 15:21	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Linder, Matthew [mlinder@sidley.com]	boelter, Jessica C.K. [jboelter@sidley.com];Andolina, Michael C. [mandolina@sidley.com];Labuda, Jr., Thomas [tlabuda@sidley.com];Basaria, Karim [kbasaria@sidley.com];Warner, Blair [blair.warner@sidley.com];Grayeb, Trevor M. [tgrayeb@sidley.com];DEREK C. ABBOTT (dabbott@mnat.com) [dabbott@mnat.com];Remming, Andrew [ARemming@mnat.com];Moats, Eric [emoats@mnat.com];Topper, Paige [ptopper@mnat.com];Martin, Ernest [Ernest.Martin@haynesboone.com];Azer, Adrian [Adrian.Azer@haynesboone.com];Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com];Cathy Kern	Email re Eric Green Declaration relating to mediation disclosures	Mediation Privilege
IST_0000087	5/28/2020 20:30	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com];Paul Finn [PFinn@commonwealthmediation.com]		Email re Eric Green, Paul Finn, and Tim Gallagher Declarations relating to mediation disclosures	Mediation Privilege
IST_0000087.0001	5/28/2020 20:30					Attachment to email re Eric Green, Paul Finn, and Tim Gallagher Declarations relating to mediation disclosures	Mediation Privilege
IST_0000087.0002	5/28/2020 20:30					Attachment to email re Eric Green, Paul Finn, and Tim Gallagher Declarations relating to mediation disclosures	Mediation Privilege

IST_0000087.0003	5/28/2020 20:30						Attachment to email re Eric Green, Paul Finn, and Tim Gallagher Declarations relating to mediation disclosures	Mediation Privilege
IST_00000497	5/28/2020 21:10	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]			Email re Eric Green, Paul Finn, and Tim Gallagher Declarations relating to mediation disclosures and hearing on retention application	Mediation Privilege
IST_00000498	5/28/2020 21:30	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]		Email re Eric Green, Paul Finn, and Tim Gallagher Declarations relating to mediation disclosures and hearing on retention application	Mediation Privilege
IST_00000056	5/29/2020 18:24	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]			Email re Court ruling on motion	Mediation Privilege
IST_00000056.0001	5/29/2020 18:24	Judge Silverstein					Attachment to email re Court ruling on motion	Mediation Privilege
IST_00000418	5/29/2020 19:15	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]			Email re Court ruling on retention application	Mediation Privilege
IST_00000417	5/29/2020 19:25	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]		Email re Court ruling on retention application	Mediation Privilege
IST_00000304	6/1/2020 14:18	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]			Email re Court ruling on retention application and unrelated note about profile on Steve Berman	Mediation Privilege
IST_00000304.0001	6/1/2020 14:18						Attachment to email re Court ruling on retention application and unrelated note about profile on Steve Berman	Mediation Privilege
IST_00000304.0002	6/1/2020 14:18						Attachment to email re Court ruling on retention application and unrelated note about profile on Steve Berman	Mediation Privilege
IST_00000416	6/1/2020 15:41	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]		Email re BSA mediation and appointment of mediators	Mediation Privilege
IST_00000419	6/1/2020 15:53	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com]	Fouad Kurdi [FKurdi@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]		Email re BSA mediation and appointment of mediators	Mediation Privilege
IST_00000064	6/3/2020 2:39	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]			Email re mediator objection filing	Mediation Privilege
IST_00000064.0001	6/3/2020 2:39						Attachment to email re mediator objection filing	Mediation Privilege
IST_00000064.0002	6/3/2020 2:39						Attachment to email re mediator objection filing	Mediation Privilege
IST_00000052	6/3/2020 14:22	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	PFinn@commonwealthmediation.com	Carmin Reiss [carmin.reiss@gmail.com];Fouad Kurdi [FKurdi@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]		Email re BSA mediation and insurer objections to mediators	Mediation Privilege
IST_00000276	6/3/2020 16:32	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]			Email re BSA mediation communications	Mediation Privilege
IST_00000410	6/3/2020 16:55	Brian Mone	Brian Mone [Brian@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com];Carmin Reiss [carmin.reiss@gmail.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re BSA mediation and insurer objections to mediators	Mediation Privilege
IST_00000267	6/3/2020 20:53	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]			Email re BSA mediation communications	Mediation Privilege

IST_0000066	6/4/2020 5:48	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]			Email re Feinberg declaration	Mediation Privilege
IST_0000066.0001	6/4/2020 5:48						Attachment to email re Feinberg declaration	Mediation Privilege
IST_0000066.0002	6/4/2020 5:48						Attachment to email re Feinberg declaration	Mediation Privilege
IST_00000427	6/4/2020 11:24	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]		Email re Feinberg declaration	Mediation Privilege
IST_00000428	6/4/2020 11:24	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Paul Finn [PFinn@commonwealthmediation.com];Brian Mone [Brian@commonwealthmediation.com]		Email re Feinberg declaration	Mediation Privilege
IST_00000429	6/4/2020 12:03	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]		Email re Feinberg declaration	Mediation Privilege
IST_00000619	6/5/2020 21:54	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Molton, David J. [DMolton@brownrudnick.com]	Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and mediator appointment	Mediation Privilege
IST_00000619.0001	6/5/2020 21:54						Attachment to email re BSA mediation and mediator appointment	Mediation Privilege
IST_00000620	6/7/2020 0:44	Molton, David J.	Molton, David J. [DMolton@brownrudnick.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]		Email re BSA mediation and mediator appointment	Mediation Privilege
IST_00000440	6/7/2020 1:01	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Paul Finn [PFinn@commonwealthmediation.com];Eric D. Green [EricDGreen@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Brian Mone [Brian@commonwealthmediation.com]		Email re filings in BSA case relating to mediation motion	Mediation Privilege
IST_00000440.0001	6/7/2020 1:01	GReimann					Attachment to email re filings in BSA case relating to mediation motion	Mediation Privilege
IST_00000440.0002	6/7/2020 1:01						Attachment to email re filings in BSA case relating to mediation motion	Mediation Privilege
IST_00000440.0003	6/7/2020 1:01	ccath					Attachment to email re filings in BSA case relating to mediation motion	Mediation Privilege
IST_00000440.0004	6/7/2020 1:01						Attachment to email re filings in BSA case relating to mediation motion	Mediation Privilege
IST_00000297	6/7/2020 1:04	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]			Email re filings in BSA case relating to mediation motion	Mediation Privilege
IST_00000297.0001	6/7/2020 1:04	GReimann					Attachment to email re filings in BSA case relating to mediation motion	Mediation Privilege
IST_00000297.0002	6/7/2020 1:04						Attachment to email re filings in BSA case relating to mediation motion	Mediation Privilege
IST_00000297.0003	6/7/2020 1:04	ccath					Attachment to email re filings in BSA case relating to mediation motion	Mediation Privilege
IST_00000297.0004	6/7/2020 1:04						Attachment to email re filings in BSA case relating to mediation motion	Mediation Privilege
IST_00000439	6/7/2020 1:58	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re filings in BSA case relating to mediation motion	Mediation Privilege
IST_00000442	6/7/2020 1:58	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re filings in BSA case relating to mediation motion	Mediation Privilege
IST_00000441	6/7/2020 2:07	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re filings in BSA case relating to mediation motion	Mediation Privilege
IST_00000236	6/8/2020 14:11	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]			Email re hearing in BSA case relating to mediators	Mediation Privilege
IST_00000443	6/8/2020 14:54	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re filings in BSA case relating to mediation motion	Mediation Privilege
IST_00000437	6/8/2020 15:32	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]		Email re hearing in BSA case relating to mediators	Mediation Privilege
IST_00000083	6/8/2020 20:07	Molton, David J.	Molton, David J. [DMolton@brownrudnick.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re hearing in BSA case relating to mediators	Mediation Privilege
IST_00000472	6/9/2020 1:56	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Molton, David J. [DMolton@brownrudnick.com]	Carmin Reiss [CReiss@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re hearing in BSA case relating to mediators	Mediation Privilege
IST_00000472.0001	6/9/2020 1:56						Attachment to email re hearing in BSA case relating to mediators	Mediation Privilege

IST_00000473	6/9/2020 1:56	Eric D. Green	Eric D. Green [//O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3958 90ACC7F7407CB4AA6FABC3AE4D62- ERICDGREEN]	Molton, David J. [DMolton@brownrudnick.com]	Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re hearing in BSA case relating to mediators	Mediation Privilege
IST_00000473.0001	6/9/2020 1:56						Attachment to email re hearing in BSA case relating to mediators	Mediation Privilege
IST_00000471	6/9/2020 11:51	Molton, David J.	Molton, David J. [DMolton@brownrudnick.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re hearing in BSA case relating to mediators	Mediation Privilege
IST_00000474	6/9/2020 12:41	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Molton, David J. [DMolton@brownrudnick.com]	Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]		Email re hearing in BSA case relating to mediators	Mediation Privilege
IST_00000474.0001	6/9/2020 12:41						Attachment to email re hearing in BSA case relating to mediators	Mediation Privilege
IST_00000050	6/13/2020 17:39	Paul Finn	Paul Finn [PFinn@commonwealthmediation.com]	Eric D. Green [EricDGreen@resolutionsllc.com]			Email re hearing in BSA case relating to mediators	Mediation Privilege
IST_00000233	6/23/2020 19:15	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]			Email re internal organization for files relating to BSA mediation	Mediation Privilege
IST_00000510	6/23/2020 19:16	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]			Email re internal organization for files relating to BSA mediation	Mediation Privilege
IST_00000511	6/23/2020 19:17	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]			Email re internal organization for files relating to BSA mediation	Mediation Privilege
IST_00000098	2/3/2021 23:29	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	Philip T. Edwards [pedwards@msllaw.com]	Rush, Michael B. [rushm@gilbertlegal.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; David Molton [DMolton@brownrudnick.com]; Kelleher, Lauren [lkelleher@oag.state.md.us]; Anne Andrews [aa@andrewsthornton.com]; Quinn, Kami E. [quinnk@gilbertlegal.com]		Email with counsel on unrelated matter primarily relating to other matters but referencing BSA mediation	Attorney Client Privilege
IST_00000597	4/6/2021 19:53	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Molton, David J. [DMolton@brownrudnick.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]		Email with counsel on unrelated matter primarily relating to other matters but referencing BSA mediation	Attorney Client Privilege
IST_00000596	4/6/2021 19:55	Molton, David J.	Molton, David J. [DMolton@brownrudnick.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]		Email with counsel on unrelated matter primarily relating to other matters but referencing BSA mediation	Attorney Client Privilege
IST_00000595	4/6/2021 20:20	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Molton, David J. [DMolton@brownrudnick.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]		Email with counsel on unrelated matter primarily relating to other matters but referencing BSA mediation	Attorney Client Privilege
IST_00000594	4/6/2021 20:23	Molton, David J.	Molton, David J. [DMolton@brownrudnick.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]		Email with counsel on unrelated matter primarily relating to other matters but referencing BSA mediation	Attorney Client Privilege
IST_00000598	4/6/2021 21:48	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Cathy Kern [Cathy@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]	Molton, David J. [DMolton@brownrudnick.com]		Email with counsel on unrelated matter primarily relating to other matters but referencing BSA mediation	Attorney Client Privilege
IST_00000023.0003.0001	6/17/2021 19:35			Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]			Attachment to email re BSA mediation materials, including Eric Green Declaration, and mediation disclosures - 4/19/2020 email	Attorney Client Privilege; Mediation Privilege
IST_00000023	6/17/2021 19:35	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]				Email attaching BSA mediation materials, including Eric Green Declaration, and mediation disclosures	Mediation Privilege
IST_00000023.0001	6/17/2021 19:35						Attachment to email re BSA mediation materials, including Eric Green Declaration, and mediation disclosures - Eric Green Declaration	Mediation Privilege

IST_0000023.0002	6/17/2021 19:35	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Andolina, Michael C. [mandolina@sidley.com]; Eric D. Green [EricDGreen@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]	Kirschenbaum, Andrew [akirschenbaum@omm.com]; Wadley, Chris [cwadley@wwmlawyers.com]; Panchok-Berry, Janine [jpanchok-berry@omm.com]; Wadley, Chris [cwadley@wwmlawyers.com]; Taylor.Meehan@clydeco.us; Weinberg, Joshua D. [JWeinberg@goodwin.com]; Lorraine Armenti [LArmenti@coughlinduffy.com]; Winsberg, Harris B. [harris.winsberg@troutman.com]; Marshall, Jonathan D. [jmarshall@choate.com]; TJacobs@bradleyriley.com [TJacobs@bradleyriley.com]; rsmethurst@mwe.com [rsmethurst@mwe.com]; mwarner@mwe.com [mwarner@mwe.com]; msorem@nicolaidesllp.com [msorem@nicolaidesllp.com]; Marrkand, Kim [KMarrkand@mintz.com]; Gooding, Doug [dgooding@choate.com]; Michael Hrinewski [mhrinewski@coughlinduffy.com]; Shleypak, Igor [ishleypak@fgppr.com]; Gummow, Susan [sgummow@fgppr.com]; Ruggeri, James P. [JRuggeri@goodwin.com]; Williams, Abigail W. [AWilliams@goodwin.com]; Backus, Michele L. [MBackus@goodwin.com]; Roberts, Matthew G. [Matthew.Roberts2@troutman.com]; Schiavoni,	Attachment to email re BSA mediation materials, including Eric Green Declaration, and mediation disclosures - 5/27/2020 email	Mediation Privilege
IST_0000023.0003	6/17/2021 19:35	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]		Attachment to email re BSA mediation materials, including Eric Green Declaration, and mediation disclosures - 4/19/2020 email	Mediation Privilege
IST_0000023.0004	6/17/2021 19:35	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Cathcart, Casey [ccathcart@ycst.com]		Attachment to email re BSA mediation materials, including Eric Green Declaration, and mediation disclosures - 5/20/2020 email	Mediation Privilege
IST_0000023.0005	6/17/2021 19:35	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Eric D. Green [EricDGreen@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]		Attachment to email re BSA mediation materials, including Eric Green Declaration, and mediation disclosures - 5/26/2020 email	Mediation Privilege
IST_00000641	7/27/2021 17:15	Molton, David J.	Molton, David J. [DMolton@brownrudnick.com]	Cathy Kern [Cathy@resolutionsllc.com]; Eric D. Green [EricDGreen@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]	Cicero, Gerard T. [GCicero@brownrudnick.com]; Dvoskin, Shari I. [SDvoskin@brownrudnick.com]	Email with counsel on unrelated matter primarily relating to other matters but referencing BSA mediation	Attorney Client Privilege
IST_00000218	7/27/2021 17:19	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Molton, David J. [DMolton@brownrudnick.com]	Cathy Kern [Cathy@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Cicero, Gerard T. [GCicero@brownrudnick.com]; Dvoskin, Shari I. [SDvoskin@brownrudnick.com]	Email with counsel on unrelated matter primarily relating to other matters but referencing BSA mediation	Attorney Client Privilege
IST_00000218.0001	7/27/2021 17:19					Attachment to email with counsel on unrelated matter primarily relating to other matters but referencing BSA mediation - logo	Attorney Client Privilege
IST_00000218.0002	7/27/2021 17:19					Attachment to email with counsel on unrelated matter primarily relating to other matters but referencing BSA mediation - logo	Attorney Client Privilege
IST_00000217	7/27/2021 17:20	Molton, David J.	Molton, David J. [DMolton@brownrudnick.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]; Cicero, Gerard T. [GCicero@brownrudnick.com]; Dvoskin, Shari I. [SDvoskin@brownrudnick.com]	Email with counsel on unrelated matter primarily relating to other matters but referencing BSA mediation	Attorney Client Privilege
IST_00000215	7/27/2021 19:48	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Molton, David J. [DMolton@brownrudnick.com]; Eric D. Green [EricDGreen@resolutionsllc.com]; Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]	Cicero, Gerard T. [GCicero@brownrudnick.com]; Dvoskin, Shari I. [SDvoskin@brownrudnick.com]	Email with counsel on unrelated matter primarily relating to other matters but referencing BSA mediation	Attorney Client Privilege
IST_00000672	8/4/2021 3:12	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]	Email re retention of attorney to respond to BSA subpoena	Attorney Client Privilege
IST_00000226	8/4/2021 3:17	Cathy Kern	Cathy Kern [Cathy@resolutionsllc.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]	Email re retention of attorney to respond to BSA subpoena	Attorney Work Product
IST_00000225	8/4/2021 3:27	Eric D. Green	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]; Carmin Reiss [CReiss@resolutionsllc.com]	Email re retention of attorney to respond to BSA subpoena	Attorney Client Privilege; Attorney Work Product

IST_00000228	8/4/2021 3:30	Fouad Kurdi	Fouad Kurdi [//O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=572A FD2183424E239173AC06CA7C6FF0-FKURDI]	Eric D. Green [EricDGreen@resolutionsllc.com]	Cathy Kern [Cathy@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com]	Email re retention of attorney to respond to BSA subpoena	Attorney Client Privilege; Attorney Work Product
IST_00000281	8/4/2021 12:30	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	Kevin Irwin [kirwin@kmklaw.com]	Eric D. Green [EricDGreen@resolutionsllc.com]	Email re retention of attorney to respond to BSA subpoena	Attorney Client Privilege
IST_00000281.0001	8/4/2021 12:30					Attachment to email re retention of attorney to respond to BSA subpoena	Attorney Client Privilege
IST_00000279	8/4/2021 12:37	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	Kevin Irwin [kirwin@kmklaw.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]	Email re retention of attorney to respond to BSA subpoena	Attorney Client Privilege
IST_00000340	8/4/2021 12:40	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	Tarr, Stanley B. [Tarr@blankrome.com]	Steven Caponi [steven.caponi@klgates.com];Eric D. Green [EricDGreen@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]	Email re retention of attorney to respond to BSA subpoena	Attorney Client Privilege
IST_00000339	8/4/2021 12:59	Fouad Kurdi	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com]	Kevin Irwin [kirwin@kmklaw.com];Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]	Email re retention of attorney to respond to BSA subpoena	Attorney Client Privilege
IST_00000341	8/4/2021 13:08	Irwin, Kevin E.	Irwin, Kevin E. [KIRWIN@KMKLAW.com]	Fouad Kurdi [FKurdi@resolutionsllc.com]	Carmin Reiss [CReiss@resolutionsllc.com];Eric D. Green [EricDGreen@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]	Email re retention of attorney to respond to BSA subpoena	Attorney Client Privilege
IST_00000019	8/4/2021 13:36	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	steven.caponi@klgates.com	Eric D. Green [EricDGreen@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com]	Email re retention of attorney to respond to BSA subpoena	Attorney Client Privilege
IST_00000019.0001	8/4/2021 13:36					Attachment to email re retention of attorney to respond to BSA subpoena	Attorney Client Privilege
IST_00000287	8/4/2021 20:40	Carmin Reiss	Carmin Reiss [carmin.reiss@gmail.com]	Carmin Reiss [CReiss@resolutionsllc.com]		Email forwarding 6/3/2020 email re BSA mediation and insurer objections to mediators	Mediation Privilege
IST_00000230	8/4/2021 21:04	Fouad Kurdi	Fouad Kurdi [//O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=572A FD2183424E239173AC06CA7C6FF0-FKURDI]	Eric D. Green [EricDGreen@resolutionsllc.com];Carmin Reiss [CReiss@resolutionsllc.com];Cathy Kern [Cathy@resolutionsllc.com]		Email re BSA mediation and tracking time relating to BSA matter and subpoena response	Attorney Work Product
IST_00000231	8/5/2021 20:20	Carmin Reiss	Carmin Reiss [CReiss@resolutionsllc.com]	Caponi, Steven L. [Steven.Caponi@klgates.com]	Eric D. Green [EricDGreen@resolutionsllc.com];Fouad Kurdi [FKurdi@resolutionsllc.com];Irwin, Kevin E. [KIRWIN@KMKLAW.com];rrowe@kmklaw.com	Email re retention of attorney to respond to BSA subpoena	Attorney Client Privilege

EXHIBIT 12

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE: Chapter 11
BOY SCOUTS OF AMERICA and Case No. 20-10343 (LSS)
DELAWARE BSA, LLC, Courtroom No. 2
824 North Market Street
Wilmington, Delaware 19801
Debtors. May 18, 2020
10:00 A.M.

TRANSCRIPT OF HEARING
BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

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INDEX

#10) Debtors' Motion for Entry of an Order (I) Appointing a Judicial Mediator, (II) Referring Certain Matters to Mandatory Mediation, and (III) Granting Related Relief (D.I. 17, Filed 2/18/20).

Ruling: Order Entered

#11) Debtors' Motion, Pursuant to 11 U.S.C. § 502(b)(9), Bankruptcy Rules 2002 and 3003(c)(3), and Local Rules 2002-1(e), 3001-1, and 3003-1, for Authority to (I) Establish Deadlines for Filing Proofs of Claim, (II) Establish the Form and Manner of Notice Thereof, (III) Approve Procedures for Providing Notice of Bar Date and Other Important Information to Abuse Victims, and (IV) Approve Confidentiality Procedures for Abuse Victims (D.I. 18, Filed 2/18/20).

Ruling: 70

#12) Debtors' Motion for Entry of an Order Approving Stipulated Confidentiality and Protective Order (D.I. 613, Filed 5/12/20).

Ruling: Adjourned

DEBTOR'S WITNESS (s)

SHANNON WHEATMAN

Cross Examination by Mr. Schiavoni 11

INTERESTED PARTIES WITNESS (s)

JON CONTE

Cross Examination by Mr. Schiavoni 16

Redirect Examination by Mr. Kornfeld 22

	<u>I.D.</u>	<u>REC'D</u>
1 EXHIBITS		
2 Declaration of Dr. Shannon Wheatman (556, 631)		10
3 Declaration of Dr. Jon Conte		15
4		
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7		
8		
9		
10		
11		
12		
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1 (Telephonic hearing commenced at 10:06 a.m.)

2 THE COURT: Good morning, counsel, this is Judge
3 Silverstein. We're here for the hearing in the Boy Scouts of
4 America case, case number 20-10343.

5 And, Ginger, would you please remind everybody of
6 the protocol for the hearing.

7 THE CLERK: It is extremely important that you put
8 your phones on mute when you are not speaking. When
9 speaking, please do not have your phone on speaker as it
10 creates feedback. This also helps with the background noise
11 so that we can hear the person that is speaking and get an
12 accurate record.

13 Also, it is very important that you state your
14 name each and every time you speak for an accurate record.
15 Your cooperation in this matter is greatly appreciated.
16 Thank you.

17 THE COURT: Thank you.

18 Okay. Mr. Abbott.

19 MR. ABBOTT: Good morning, Your Honor. Derek
20 Abbott here for the Boy Scouts, affiliated debtor. Your
21 Honor, thank you for making the time today.

22 There were, I should say, a number of agendas
23 filed. Most recently this morning, there were also a number
24 of relatively late filings, Your Honor; unfortunately, some
25 Friday afternoon and, finally, one status matter this

1 morning.

2 Your Honor, but if I could just roll through that
3 third amended agenda, if the court has received that.

4 THE COURT: I don't have it, but -- I don't have
5 that one, but I'm sure I'll be able to follow, so just go
6 ahead.

7 MR. ABBOTT: Thank you, Your Honor. It looks like
8 orders have been entered on agenda items number 1 through 4.
9 Five, six and seven there were certificates filed and there
10 weren't hearings unnecessary, unless the court has questions
11 and so, I wanted to, obviously open up to the court to see if
12 there were questions on five, six and seven.

13 Number five, Your Honor, was the committee's
14 application to retain the Reed Smith as counsel. And I have
15 not seen an order on that one, Your Honor.

16 THE COURT: Okay. Thank you. Yes, now, I'm
17 embarrassed to say I have not -- I wasn't focused on these
18 applications, so I will review them and if I have any
19 questions, I will reach out individually to counsel and let
20 them know and we'll get those resolved quickly.

21 MR. ABBOTT: Thank you, Your Honor. Much
22 appreciated.

23 Your Honor, numbers eight and nine have been
24 adjourned which brings us to the matters that are going
25 forward today, Your Honor. And with respect to those, Your

1 Honor, I would propose that we go slightly out of order, Your
2 Honor, because the bar date motion which is Docket Item
3 Number or -- excuse me -- agenda item number 11, Docket Item
4 number 18.

5 Your Honor, that has a couple of witnesses and we
6 thought given the witnesses' participation in the hearing, we
7 probably ought to run that one first and then excuse them, if
8 possible, once we're through that motion. And if that's
9 acceptable to the court, I think that's where we ought to
10 start.

11 THE COURT: I agree. Let's take the matter with
12 the witnesses first.

13 MR. ABBOTT: Thank you, Your Honor.

14 So, then Docket Item Number 11, I will turn the
15 mike, as it were, to Ms. Boelter.

16 MS. BOELTER: Thank you, Your Honor. Jessica
17 Boelter, Sidley Austin on behalf of the debtors.

18 Your Honor, as Mr. Abbott indicated that brings us
19 to the bar date motion which is agenda item number 11. The
20 bar date motion was filed at Docket Number 18.

21 Our presentation, Your Honor, essentially has two
22 parts. The first is to walk the court through the various
23 filings that have been made over the last couple of months,
24 at a very high-level just because I understand there's been
25 quite a few filings. This order does involve seven different

1 exhibits. And just given that we are in our virtual
2 courtroom, we thought it might make sense to walk the court
3 through that.

4 Once that concludes, Your Honor, we would turn to
5 walking through the remaining objections. And the good news
6 is, Your Honor, we think that they are very discreet, at this
7 point. The parties have worked tirelessly over the last
8 several weeks, and even through the weekend, up until three
9 o'clock this morning to get these pleadings in a condition
10 such that we believe we have resolved the vast majority of
11 the remaining objections.

12 As Mr. Abbott indicated, the debtors did submit
13 two declarations from Dr. Shannon Wheatman. We do not
14 believe that the remaining objections implicate Dr.
15 Wheatman's testimony, but we will -- Dr. Wheatman is on the
16 line. You may see her on Zoom right now.

17 What we'd like to do is proffer her two
18 declarations that appeared at Docket Number 556 and then a
19 supplemental declaration at 631 into evidence. We are
20 proffering Dr. Wheatman into evidence as an expert on, you
21 know, designing and implementing noticing programs,
22 particularly with respect to bar dates and other class
23 actions, mass tort situations.

24 So, with that, Your Honor, I'd like to move her
25 declarations into evidence. And, again, she's available for

1 cross-examination or any questions that the court may have.

2 THE COURT: Does anyone object to the admission of
3 Dr. Wheatman's declaration and supplementation declaration?

4 MR. SCHIAVONI: We don't object -- Your Honor,
5 Your Honor, this is Tancred Schiavoni for Century. We don't
6 object to the tender of the declaration, but we do have a few
7 questions.

8 THE COURT: Okay. Well, I hear no objection to
9 the declarations coming into evidence, so they are admitted.

10 (Declaration of Dr. Shannon Wheatman, Dockets 556, 632,
11 admitted)

12 THE COURT: And I will, of course, permit cross,
13 so.

14 MS. BOELTER: And, Your Honor, just one -- this is
15 Jessica Boelter, again, for the debtors.

16 THE COURT: Yes.

17 MS. BOELTER: With respect to the cross, the
18 evidentiary portion of the bar date motion, I, myself, and my
19 partner, Michael Andolina, will be handling that together.
20 He'll be handling the evidentiary portion to the extent we
21 need to do any redirect examination.

22 THE COURT: Okay.

23 MR. SCHIAVONI: And, Ms. Wheatman, are you there?
24 This is Tancred Schiavoni for Century?

25 MS. WHEATMAN: Yes, I am here.

1 MR. SCHIAVONI: Okay. Are you --

2 THE COURT: Hold on; hold on, Mr. Schiavoni,
3 because I need to swear the witness in.

4 Here, she is. Okay.

5 Dr. Wheatman, this is Judge Silverstein, I'm going
6 to swear you in. Can you raise your right hand, please?

7 SHANNON WHEATMAN, WITNESS, SWORN

8 THE COURT: Please state your full name and spell
9 your last name for the record?

10 THE WITNESS: Shannon R. Wheatman; W-H-E-A-T-M-A-
11 N.

12 THE COURT: Thank you. Mr. Schiavoni

13 CROSS-EXAMINATION

14 BY MR. SCHIAVONI:

15 Q Ms. Wheatman, are you offering testimony as part of
16 your expert affidavit as an expert on the legal elements of
17 the claims in the various states for which claims will be
18 submitted?

19 UNIDENTIFIED SPEAKER: Objection as to the form of
20 the question, Your Honor. I don't know what Mr. Schiavoni is
21 referring to when he says claims?

22 THE COURT: Can you restate your question?

23 MR. SCHIAVONI: Yes.

24 BY MR. SCHIAVONI:

25 Q Ms. Wheatman, as part of offering -- Ms. Wheatman, in

1 offering the opinions you have for your expert affidavit, are
2 you offering opinion as to the legal element of the abuse
3 claims or the claims that are subject to the notice in the
4 multiple states for which claims will be submitted?

5 A My opinions are strictly on the efficacy of the actual
6 notice program to reach potential claimants in
7 (indiscernible) states. So, as far as anything regarding to
8 legal claims that's not my area of expertise.

9 MR. SCHIAVONI: Your Honor, I have no further
10 questions. Thank you very much.

11 THE COURT: Thank you.

12 Does anyone else have any questions for Dr.
13 Wheatman?

14 (No verbal response)

15 THE COURT: I hear no one.

16 Dr. Wheatman -- Mr. Andolina, I assume you don't
17 have any follow-up?

18 MR. ANDOLINA: No follow-up, Judge. Thank you.

19 THE COURT: Okay. Thank you.

20 Dr. Wheatman, you are excused.

21 (Witness excused)

22 THE WITNESS: Thank you.

23 MS. BOELTER: Thank you, Your Honor. Jessica
24 Boelter again, Sidley Austin, for the debtors.

25 May I proceed with the presentation?

1 THE COURT: Well, let me find out if there is any
2 other evidence that any party is going to adduce.

3 MR. KORNFELD: Good morning, Your Honor. Alan
4 Kornfeld, Pachulski Stang Ziehl & Jones for the tort
5 claimants committee.

6 Your Honor, yes, the tort claimants committee also
7 has a witness, Dr. Jon Conte. Dr. Jon Conte is present in
8 the conference, and we would like to offer his testimony.
9 May I go forward with that?

10 THE COURT: Yes.

11 MR. KORNFELD: Thank you, Your Honor.

12 Dr. Conte, as I said is present virtually in
13 court. He has, as admitted in his declaration which is at
14 Docket Number 601, extensive experience in the areas of child
15 sexual abuse and research methodology on issues related to
16 childhood sexual abuse.

17 He is the professor emeritus in the School of
18 Social Work at the University of Washington and director of
19 the Joshua Center on Child Abuse at that university. He
20 spent four decades in the field of study of childhood sexual
21 abuse. He's extensively published as detailed in his CV
22 which is at Docket Number 603.

23 He's served on panels of the National Academy of
24 Science, the National Institute of Mental Health, and various
25 other institutions, all in the areas of childhood sexual

1 abuse.

2 He has evaluated literally thousands of child
3 youth and adult youth of childhood sexual abuse throughout
4 his career. He has evaluated victims of childhood sexual
5 abuse, survivors of childhood sexual abuse who have
6 participated in Boy Scouts in the states of Illinois and
7 Washington.

8 Dr. Conte has testified as an expert, Your Honor,
9 over 160 times in various states throughout the country. He
10 has also served as a court-approved expert in the creditor's
11 committees of the bankruptcies of the Archdiocese of Portland
12 and Milwaukee. He's the editor of various journals on
13 childhood sexual abuse.

14 And, Your Honor, based on his training and very
15 extensive experience, I would move the court to accept
16 Professor Conte as an expert in the field of and issues
17 related to the effects of childhood sexual abuse on adult
18 youth and children who are survivors of that abuse. And on
19 the issues related to research methodologies on the studies
20 of issues with respect to childhood sexual abuse.

21 THE COURT: Does anyone object?

22 MR. SCHIAVONI: Your Honor, this is Tancred
23 Schiavoni for Century. Given the tort claimant's limitation
24 on the scope of Mr. Conte's area of expertise being limited
25 to that of the effects of child abuse and, I take it, the

1 psychological impacts of the child abuse, we have no
2 questions.

3 I understand him not being tendered as an expert
4 on the legal elements of childhood abuse.

5 MR. KORNFELD: Your Honor, if I may, that is
6 correct. Dr. Conte is not a lawyer. He is an expert on
7 childhood sexual abuse. I would, again, move his admission
8 as an expert in that area. And as long as we're doing this
9 together, I would move the admission of his declarations into
10 evidence and he's available for cross-examination if anybody
11 has cross-examination questions. I would, again, reserve the
12 right to redirect if Dr. Conte is cross-examined.

13 THE COURT: Okay. Let me ask if anyone objects to
14 Dr. Conte being offered as an expert in the field that Mr.
15 Kornfeld has stated or the admission of Dr. Conte's
16 declaration?

17 (No verbal response)

18 THE COURT: I do not hear anything. He's accepted
19 as a witness and the declaration admitted.

20 (Declaration of Dr. Jon Conte, admitted)

21 THE COURT: Let me ask if there is any cross-
22 examination of Dr. Conte?

23 MR. SCHIAVONI: Your Honor, it's Tancred
24 Schiavoni, just very briefly. I have just two things.

25 THE COURT: Okay. Let me see if I can find Dr.

1 Conte. Dr. Conte, I need to swear you in. There you are.

2 Can you raise your right hand, please? Thank you.

3 MR. CONTE: Yes, ma'am.

4 JON CONTE, WITNESS, SWORN

5 THE COURT: And will you please state your full
6 name and spell your last name for the record?

7 THE WITNESS: It's Jon, J-O-N; last name is Conte
8 -- C-O-N-T-E.

9 THE COURT: Thank you. Mr. Schiavoni.

10 CROSS-EXAMINATION

11 BY MR. SCHIAVONI:

12 Q Mr. Conte, is it -- I've read your declaration, is my
13 understanding correct that one of the things you tried to do
14 in your declaration is try to convey your concern that some
15 questions that are posed in the proof of claim might
16 discourage claimants from filing a claim?

17 A Yes, sir, it is.

18 Q In making the comments you made to the questions that
19 are posed, was one of the things you tried to do was
20 generally just make it easier for people to fill out the
21 proof of claim?

22 A Yes, sir, to make it easier, but also sensitive to the
23 experience of filed victims who are now adult survivors of
24 sexual abuse.

25 Q Okay. And can you tell us what questions did you add

1 to the proof of claim to try to eliminate the prospect that
2 people that didn't have meritorious claims wouldn't fill out
3 the form?

4 A I tried -- well, yeah, that's a good question.

5 There are several areas. I suggested more categories
6 of harm or damage. I also suggested more behaviorally
7 specific language as to what sexual abuse is and then wrote
8 down various types of sexual abuse that would be potentially
9 relevant in judging a claim.

10 Q And by adding boxes for more different types of sexual
11 abuse, what aspect by adding those boxes made it more
12 difficult for people who didn't have a valid claim to sort
13 those out by the form?

14 A I --

15 MR. KORNFELD: Your Honor, objection. That's
16 vague and, if particular, what he's talking about people who
17 don't have a valid claim. People's claims have not been
18 submitted, much less adjudicated at this point.

19 THE COURT: I'm going to overrule that objection
20 and see if Dr. Conte can answer the question.

21 BY MR. SCHIAVONI:

22 A No one question on the proposed proof of claim goes
23 directly to validity. I would assume you would determine
24 validity of claims by looking at the responses to a number of
25 different questions that are throughout the form.

1 The checklist provides an opportunity for an adult
2 survivor hasn't processed abuse, who can't describe the
3 intimate details without getting triggered for summarizing
4 the types of conduct they experienced.

5 And then providing an optional narrative also gives
6 survivors, who are able, to provide a description of the
7 abuse they experienced. The narrative is more complicated
8 because most of these predators will have been abused more
9 than one time, some of them multiple times over many years.
10 And so, describing multiple events of sexual abuse is
11 extremely difficult.

12 But given the option and then dealing with a
13 combination of the boxes which describe experience which is
14 less threatening (indiscernible) to fill out and then an
15 optional narrative seems to provide the information that
16 you're asking for, along with other answers about
17 credibility.

18 Q Mr. Conte, am I-- you used the word optional several
19 times. Am I correct that one of the changes made by the
20 committee throughout was to make narrative submissions of the
21 claims entirely optional so that the claimant, if they chose,
22 to just check the boxes?

23 A I think in terms of the describing the abuse that's
24 true. In terms of describing the harms and damages, in
25 addition to the checking off various harms and damages, there

1 is required narrative where the survivor can describe from
2 their own perspective how they've been harmed.

3 So, I think the only optional area really has to do
4 with describing the abuse in detail which is likely to be the
5 most triggering, the most complicated. Fundamentally, I
6 don't think it addresses the question of credibility of the
7 claim that you raised.

8 Q Is there anything that would prevent someone -- just
9 assume for a moment that there might be some people out there
10 who, you know, after a national advertisement campaign, you
11 know, might be ill-motive and might be inclined to fill out
12 the boxes, you know, with ill-motive. Is there anything that
13 would allow you identify those fellows or ladies who filled
14 out the form in such a manner?

15 A No. You have to look at --

16 MR. SCHIAVONI: Your Honor -- I have no further
17 questions, Your Honor.

18 THE COURT: Does anyone --

19 MR. KORNFELD: Your Honor, this is Alan Kornfeld,
20 I will have redirect, if there's no other cross.

21 THE COURT: Let me ask. Is there any other cross?

22 (No verbal response)

23 THE COURT: Okay. I have one question and maybe
24 it's best to do it first before -- Mr. Kornfeld, before you
25 do the redirect.

1 Dr. Conte, from the perspective of the abuse
2 victim, is it better to fill out a tort (phonetic) form first
3 with respect to its claim and then a longer form that asks
4 for all of the details that is contemplated in these proposed
5 forms or is it better to do it all at once? So, basically,
6 is it best to get asked once or twice for information?

7 THE WITNESS: I think it's much better to ask
8 twice within an initial shorter set of questions and then
9 more detailed later.

10 You have to remember, it's many of the people who
11 will be responding to this don't have lawyers; they haven't
12 come forward before. They get the notice and they have to
13 make a really complicated decision recognizing that there is
14 a bar date, a certain after which they cannot respond.

15 They really have to weigh the pros and cons of
16 coming forward. And so, I think to give them the initial
17 notice, let them file it, and then have a chance to come back
18 and provide additional information is likely to be more
19 supportive of those predators who are going to be the most
20 difficult to reach because of the ones that haven't come
21 forward yet.

22 THE COURT: Okay. Thank you.

23 Do you have --

24 MR. KORNFELD: Thank you, Your Honor.

25 THE COURT: Well, no let me ask a follow-up

1 question. I'll take the liberties all lawyers do when they
2 say they only have one question.

3 MR. KORNFELD: Very well.

4 THE COURT: Dr. Conte, do you have a view as to
5 how short that initial form should be, what question should
6 be in the first form and what question should be in the
7 follow-up form?

8 THE WITNESS: I guess it would depend, Your Honor,
9 on what the purpose of the first form is. If it's to make a
10 general assessment of whether or not this is a potentially
11 valid claim then you would want to know what involvement they
12 had with the scouts, potentially where, summarizing the types
13 of abuse they experienced, and some sense of the harm would
14 be an initial cut.

15 And then other questions such as whether they were
16 witnesses, whether they told anybody, that kind of thing to
17 be asked in a follow-up. And if you decided that a narrative
18 really was important for some reason, the first form would
19 sensitize the untreated and currently unidentified survivor
20 with a notice that they had to be able to provide more
21 information later.

22 THE COURT: Thank you. And I will let Mr.
23 Kornfeld ask any questions. For Mr. Schiavoni, also, follow-
24 up with anything based on what I asked.

25 MR. KORNFELD: Thank you, Your Honor. This is

1 Alan Kornfeld again.

2 REDIRECT EXAMINATION

3 BY MR. KORNFELD:

4 Q Dr. Conte, Mr. Schiavoni asked you about your
5 suggestion that the narrative description of the abuse that
6 the survivor had suffered by optional. That is, the survivor
7 either has opportunity to check the box or to provide the
8 narrative or both. Why do you suggest that the narrative be
9 optional?

10 A Well any manner that is potentially traumatic, it
11 potentially overloads the respondent because most of these
12 claimants will have abuse, multiple incidents over abuse
13 often over a long duration. And it doesn't really answer the
14 question about the validity of the claim.

15 This research summarized by Dr. Siegel, the
16 psychiatrist at Stanford, about witness statements. And he
17 points out that there's no research that suggests that a
18 motion that is consistent with what is being described or
19 detailed in memory necessarily tells you whether it is an
20 accurate memory or not

21 So because it is potentially off-putting and
22 potentially traumatizing, I think it's more important to give
23 the respondent an opportunity to provide it, if they want to.
24 And, to be clear, some claimants will probably want to. But
25 you could have a very detailed, very emotional description of

1 a series of horrible events and that's not necessarily a true
2 event.

3 It's probably IQ. If someone is very smart and they've
4 seen enough movies, they could probably describe an
5 experience as if they had had it and convinced the reader
6 that they had it when, in fact, they never had the
7 experience. It's a fiction.

8 Q And that brings us to another issue that Mr. Schiavoni
9 raised with you that I want to ask you about too. Mr.
10 Schiavoni in one of his questions talked about those with an
11 ill-motive. And I believe what he meant was those who might
12 lie on the form, fabricate, prevaricate, people who would
13 commit a fraud on the court.

14 Does a narrative requirement mean if there is a
15 narrative on the form that you will be able to ascertain
16 whether the form is accurate and truthful?

17 MR. SCHIAVONI: Objection. Your Honor, I would
18 just object that there's no foundation that Mr. Conte's done
19 any studies on this, looked into, considered it at all.
20 There's been no foundation.

21 THE COURT: No --

22 MR. KORNFELD: Well, it's interesting, Your Honor,
23 that Mr. Schiavoni was asking Dr. Conte questions in the
24 area.

25 THE COURT: Yeah, I'm going to overrule the

1 objection.

2 BY MR. KORNFELD:

3 Q Dr. Conte, do you have my question in mind?

4 A Yeah, if you could ask it again, just to be clear.

5 Q Sure. In simple terms, does requiring a claimant to
6 fill out a narrative description of the abuse that the
7 claimant survivor suffered translate into giving anybody
8 information that will allow them to determine whether the
9 claim is accurate and truthful?

10 A It does not.

11 Q Would you explain to the court why it does not, please?

12 A Well, again, the smarter the person is making a
13 fraudulent claim is and the more movies about abuse they
14 could describe in intimate detail what a post-traumatic
15 stress intrusive image is because they've seen it documented
16 or displayed in multiple movies.

17 So the amount of detail, the richness of detail, the
18 emotion that is communicated is immaterial or unrelated to
19 validating a statement of a witness, and that's what Dr.
20 Spiegel essentially summarized many years ago.

21 This is a terribly important question. It comes up all
22 the time when you have kids as witnesses, as well as adults.
23 How do you determine what someone said is accurate or not?
24 And in a rare exception of when somebody describes something
25 that's physically impossible.

1 For example, if somebody said I was abused by every
2 member of my troop, that's very unlikely to have happened.
3 So, in that rare circumstance a narrative might tell you
4 something. But in all the others, it can be rich in detail
5 or somebody may also not have complete memory. They may say
6 well it happened and, you know, I was in a tent and the next
7 thing I know my pants were down.

8 Now they may not, in some people's judgment, make a
9 valid claim but the lack of risk detail is simply because the
10 traumatized person can dissociate when the abuse is taking
11 place. So rich detail or absent of detail doesn't really
12 provide an answer as to credibility of a claim.

13 MR. KORNFELD: Your Honor, at this time, I have no
14 further questions.

15 THE COURT: Thank you. Anyone else with questions
16 for Dr. Conte?

17 (No verbal response)

18 THE COURT: I hear no one. Thank you, Dr. Conte.
19 You're excused.

20 (Witness excused)

21 MR. CONTE: Your Honor, do I need to stay on the
22 Zoom or do I leave?

23 THE COURT: You do not need to stay, but you are
24 welcome to if you choose.

25 MR. CONTE: Thank you, Your Honor.

1 THE COURT: Thank you. Okay. Do we have anymore
2 witnesses? I'm not aware that we do, but I just want to
3 doublecheck.

4 MR. KORNFELD: Your Honor, the tort claimants
5 committee does not have anymore witnesses. And with
6 admission of Dr. Conte's evidence, which the court has done,
7 we rest the evidentiary portion of our case.

8 THE COURT: Thank you.
9 Okay. Ms. Boelter.

10 MS. BOELTER: Thank you, Your Honor. Again, for
11 the record, Jessica Boelter, Sidley Austin, on behalf of the
12 Boy Scouts of America and Delaware BSA, LLC.

13 Your Honor, I'm going to start by providing the
14 court with an overview of essentially how we got to this
15 point with respect to the bar date. And then, hopefully,
16 finish with some good news in the sense that we have
17 significantly narrowed the issues that parties had objected
18 to with respect to the bar date motion which we hope will
19 streamline and, again, hopefully, shorten this component of
20 today's proceeding.

21 Your Honor, as you'll recall we filed the bar date
22 motion on the petition date, on the first date of this
23 bankruptcy case. It's present at Docket Number 18. And as
24 we explained to the court, both in our informational brief,
25 as well as at the first day hearing, we recognize, at the

1 outset of these cases, that establishing a claims bar date,
2 particularly for abuse survivors, was particularly important
3 for both the debtors and the survivor constituency.

4 The abuse survivors had communicated to the
5 debtors prior to the commencement of the Chapter 11 cases
6 that they felt like a bar date was essential and that it
7 would be essential to advancing negotiations around a global
8 resolution of the bankruptcy cases. So in light of those
9 discussions, we wanted to put a bar date on the table
10 immediately. That's why we filed the bar date motion on the
11 petition date.

12 But we indicated multiple times in the motion that
13 we knew that it would need to be supplemented, particularly
14 with respect to matters pertaining to the abuse survivors and
15 their bar date. We didn't want to take that action
16 unilaterally. We didn't want to do it without the feedback
17 from official constituencies once appointed. We did not, you
18 know, have an official committee of abuse survivors at the
19 outset of these cases, nor did we have an official future
20 claimant's representative.

21 So, as we indicated at that time, we viewed there
22 as being sort of a significant hole in the bar date motion as
23 of February 18th. And that dealt with abuse survivors. And
24 when we think about the bar date as it pertains to abuse
25 survivors, we're really dividing that into two components.

1 The first is just the notion of noticing, the
2 actual due process component of the bar date motion. As Your
3 Honor undoubtedly saw from our papers, we, you know, similar
4 to other bar motions and mass tort cases, have effectively
5 looked at this from both a known and an unknown claimant
6 perspective.

7 The known claimants, of course, are those that are
8 reasonably ascertainable to us. And we have proposed a
9 first-class mail and email notice program that will reach in
10 excess of ten million individuals. But it was also
11 incredibly important to us to reach unknown potential abuse
12 survivors. And, again, the unknown concept here for the Boy
13 Scouts of America, it's particularly complicated.

14 As we said in our papers and as Dr. Wheatman noted
15 in her declaration, we're talking about individuals that may
16 not have had any experience with the organization literally
17 for decades. They may no longer live in their childhood home.
18 And, as a result, we retain Lesomey (phonetic) and Kinsella
19 Media, Dr. Wheatman who devised a noticing program so that we
20 could reach the universe of potential unknown abuse
21 survivors.

22 We presented that program over the course of the
23 month of April to the official constituents in the Chapter 11
24 cases. And by the time we got to May 4th which is when we
25 filed the description of the publication program with respect

1 to the abuse survivors, as well as Dr. Wheatman's initial
2 declaration. While we didn't have buy-in yet from any
3 constituency in this case, we felt that Dr. Wheatman's work,
4 which as she indicated in her declaration, is going to reach
5 over one hundred million individuals, a 95 percent rate, with
6 respect to men over the age of fifty which is our number one
7 target audience. We thought that was pretty extraordinary
8 and pretty incredible.

9 But that did not and does not come without a cost.
10 As you may have also seen in Dr. Wheatman's declaration, the
11 combination of both the known abuse survivor noticing
12 protocol so that the mailing and the emailing, as well as the
13 media component of the protocol, the component for the
14 unknown claimants, the total cost of that will be \$6.8
15 million dollars.

16 There's also a significant timing component with
17 respect to the noticing protocol. Not only does the protocol
18 require us to develop content for the notices, but we need to
19 buy that content within a specific period of time with
20 respect to the particular types of media outlet. And then
21 that content needs to run for a period of time. And as Dr.
22 Wheatman described in her declarations that could be between
23 four to seven weeks, depending upon the type of media that
24 we're talking about, whether that's television, radio, print.

25 And then, of course, once the media component is

1 concluded, there needs to be sufficient time for the abuse
2 survivors to process what they've heard, review the noticing
3 and the bar date forms, and ultimately file their claim. And
4 the reason -- I understand that's laid out in great detail in
5 our papers, but I raise it again here, Your Honor, because
6 I'm going to come back to this a couple of times during the
7 presentation.

8 We have tried very hard to be sensitive to the
9 issues confronting abuse survivors, but we had to balance
10 that with expense and we had to balance that with time. So
11 we filed the supplement with Dr. Wheatman's original
12 declaration on May 4th. That supplement is at Docket Number
13 557. Also on that same date at Docket 558 noticed out this
14 hearing and an objection deadline which was May 11th at that
15 point in time for today's hearing.

16 We received initially two formal objections, one
17 from the tort committee. That was on Docket Number 601 and
18 they also submitted Mr. Conte's declaration which was
19 supplemented at Docket Number 611. And then the United
20 States Trustee also filed an objection initially and that was
21 at Docket Number 610.

22 Your Honor, in light of those two objections, the
23 debtors sought leave to reply, and actually attached a reply
24 to that motion. That was Docket 630 and we submitted a
25 supplemental declaration of Dr. Wheatman at 631.

1 Incidentally, Your Honor, I don't know that that
2 motion for leave to reply has been granted yet. I'd be happy
3 to address any issues with the motion for leave if you have.
4 But, if not, I would be happy to just continue on with the
5 presentation.

6 THE COURT: You can continue. I've read it.

7 MS. BOELTER: Thank you.

8 Your Honor, following that motion for leave on
9 Friday, I think the date was the 15th, we received three
10 additional objections or joinders from three insurers:
11 Hartford, Century and Alion (phonetic).

12 We continued to work with the constituents
13 throughout this weekend. You know, as I indicated in my
14 opening remarks, we've had some pretty late nights. We were
15 on with the tort committee until after midnight tonight. And
16 I think at around three o'clock in the morning, this morning,
17 our team filed updated drafts of the exhibits and the
18 proposed form of order which we believe addresses the vast
19 majority of objections that were outstanding with a handful
20 of exceptions which I'll get to at a moment.

21 But we did significantly narrow the issues, and I
22 thank all of the parties for working with us. I understand
23 that the tort committee members themselves were actually
24 meeting late into the evening to discuss the proof of claim
25 form. It's an extraordinary effort for an extraordinary

1 notice program.

2 With that, Your Honor, I think I'll turn to what I
3 believe are the remaining objections. But let me start with
4 some good news.

5 The good news is one of the most significant
6 issues between the debtors and the tort committee has been
7 resolved, and that's the bar date itself. You may recall
8 that the debtors had proposed a bar date of October 6th. The
9 tort committee had preferred a bar date in late December.
10 And over the weekend, we agreed to a bar date of November
11 16th, a perfect compromise. So the blackline documents that
12 were filed during the early morning hours, this morning
13 reflect that agreement.

14 Another couple points to note, there are no open
15 issues to our knowledge with respect to the general bar date.
16 And there are no open issues to our knowledge with respect to
17 the broad abuse survivor notice program. So, again, the
18 program that was designed by Dr. Wheatman.

19 The open issues, as we sit here today, really fall
20 into three categories, Your Honor. Category one are specific
21 issues on the abuse survivor proof of claim form itself.
22 Category two would be specific issues or, I believe, it's
23 just one issue, at this point, on the abuse survivor long-
24 form notice. The long-form notice, I mean, is not the
25 publication notice, but the bar date notice that's Exhibit 2

1 to the order. And then, finally, it's our understanding that
2 there are two specific issues with respect to the form of
3 order itself.

4 If you like, Your Honor, I'm happy to go through
5 in detail the remaining issues with respect to those three
6 categories of open matters.

7 I guess what I would ask before I dive into that
8 is did Your Honor receive the filings that were made very
9 early this morning, blacklines of the order and the various
10 exhibits?

11 THE COURT: Yes, I have. I have not looked at it,
12 but I've got in front of me Docket 667.

13 MS. BOELTER: Excellent. So, Your Honor, if you
14 could pull up Docket 667. I'm going to start with specific
15 issues that remain open on the abuse survivor proof of claim
16 form. That's Exhibit 6 to the actual form of order when we
17 get to that point. It's in 667-2. And just to orient you,
18 I'm going to be speaking on page 59 of 75 of the ECF PDF
19 verse 667-2.

20 THE COURT: Great. Thank you.

21 MS. BOELTER: So with respect to this order, there
22 are call it three open issues with a couple of subparts on a
23 few of them. The first open issue appears on, again, it's
24 page 2 of 16 of the proof of claim form which is also page 59
25 of 75 of 667-2. And that is the scope of the definition of

1 sexual abuse.

2 Your Honor, the debtors made significant changes
3 to this definition in response to the objection that was
4 filed by the TCC last week. Most of those changes were
5 reflected in the revised form of order that we filed last
6 Thursday, so you don't see them here. But just to draw a
7 finer point on that.

8 One of the issues that the TCC had raised in their
9 objection was that the definition of sexual abuse in the
10 original form was actually a definition of abuse. And it
11 included forms of abuse, non-sexual forms of abuse such as
12 bullying, physical abuse, or any other types of abuse of a
13 non-sexual nature.

14 We have agreed with the TCC to pull non-sexual
15 abuse from the sexual abuse proof of claim form. There's
16 language at the end of this what is sexual abuse basket that
17 directs those individuals to file a general proof of claim
18 form, but that was one issue. It was raised in their
19 objection. We resolved it.

20 The issue that has not yet been resolved is
21 essentially whether this proof of claim form should apply
22 only to children or whether it should apply to children in
23 non-consenting adults. The TCC's perspective is that this
24 should only be a child sexual abuse claim form.

25 From the debtors' perspective, the debtors

1 actually have individuals up to the age of 21 participating
2 in their programs. We do have a handful of programs that
3 permit use to continue to participate after they turn 18. In
4 addition, as you can imagine, abuse for some individuals may
5 start prior to the age of 18 and continue after the age of
6 18.

7 From the debtors' perspective, declaring that this
8 should be a solely child abuse form doesn't necessarily take
9 into account the total types of sexual abuse that could
10 occur.

11 Now, we understand that filed sexual abuse is not
12 only is it terrible, but we are not trying to diminish child
13 sexual abuse in any way by including adults in this proof of
14 claim form, but we do believe that it is possible for non-
15 consenting adult participants. So, again, individuals over
16 the age of 18 but under the age of 21 would have a
17 (indiscernible) claim and we simply don't have another form
18 for them to fill out other than the general proof of claim
19 form.

20 We think it's appropriate to leave these
21 individuals in this form because it's the exact same
22 information we would want to solicit from them with respect
23 to their claim. So that is one open issue. And I have no
24 doubt you will hear from Mr. Stang or his colleagues with
25 respect to the appropriateness of including non-consenting

1 adult scouting participants.

2 I would just note, Your Honor, you may see this in
3 the blackline on page 59 of 75. The language prior to today
4 simply just said non-consenting adult. We have no limited
5 that to non-consenting adult scouting participants which is a
6 term that is used in the boy scouts to define individuals
7 that have exceeded the age of 18 that are still participating
8 in certain of our programs. That's open issue one with
9 respect to this form.

10 THE COURT: Ms. Boelter, is that -- it's not a
11 defined term, but is that definition somewhere or is there a
12 reference to 18 to 21-year-old or 21 and below anywhere in
13 the form?

14 MS. BOELTER: There is not, Your Honor. The
15 notion of an adult scouting participant actually is defined
16 in the Boy Scouts' bylaws. I think we could provide
17 additional color with respect to what that means with respect
18 to this form if that's where the parties and the court land.
19 But that should be a relatively straightforward change that
20 we can make.

21 THE COURT: Okay.

22 MS. BOELTER: Your Honor, I then go to page 5 of
23 16 or if you're looking at the PDF page numbers at the top of
24 Docket Number 667-2. It's page 62 of 75.

25 And the next two issues really go to the heart of

1 matters that you were discussing with Mr. Conte during his
2 testimony. There are two questions on the form that we
3 understand from the tort committee late last night do not
4 provide sufficient optionality between checking the box or
5 filling out the narrative. The tort committee has requested
6 that we make it very clear, more clearer than is in the form
7 right now, I should say, that the abuse survivor has the
8 option of either checking the box or filling out the
9 narrative.

10 From the debtors' perspective, and I'm going to
11 walk through some language that's already in the form, we
12 believe that this is already adequately addressed in the
13 form, based upon prior comments that we took from the tort
14 committee. We also think, and this is going to go back to my
15 efficiency and timing point, and it piggybacks on some of the
16 questions that Your Honor asked Mr. Conte. From an efficiency
17 and timing perspective, we don't want to get these forms in
18 on November 16th and then have a month or two months of
19 follow-up questions simply not so that we can liquidate the
20 claims, but simply so that we can assess the sorts of claims
21 that have been asserted against us.

22 From the debtors' perspective, we think that it is
23 helpful for individuals to add additional color with respect
24 to the check-the-box answers that they're already providing.
25 We just can't get everything from a check the box. We are

1 very sensitive to the issues that were raised by Mr. Conte,
2 and we're sensitive to the notion that victims could
3 potentially be re-victimized or traumatized by filling out
4 the narrative.

5 But, in light of that, you know, we already added
6 significant additional information to the proof of claim
7 forms and I'm sure you will hear from Mr. Schiavoni that from
8 the insurer's perspective having individuals complete both
9 check the box and the narrative is critical to their ability
10 to understand the nature of the claim.

11 So just to point out a couple of points here. On
12 page 5 of 16, and again that's page 62 of 75, Part Four,
13 "Nature of the Sexual Abuse," the general instructions with
14 respect to Part Four. For example, the first sentence: "For
15 Each of the questions listed below, please complete your
16 answers underlying to the best of your recollection."

17 We also say after the note, you'll see the
18 paragraph or the free-standing sentence after the word, note,
19 "Please answer each of the following questions, to your best
20 ability. If you do not know or recall, please so indicate."

21 The question that has caused, as we understand it,
22 the most consternation in, at least, Section four of the
23 proof of claim form occurs on page 9 of 16, which is, again,
24 66 of 75 of the PDF redline. This question sets up a number
25 of check the boxes that individuals can check, and then it

1 says, "Please describe the sexual abuse in as much detail as
2 you can recall in the lines below."

3 Again, we believe that the insert of the words, as
4 you can recall, which had been previously requested by the
5 tort committee, coupled with the introductory words of this
6 section provide significant sensitivity to the abuse
7 survivors, but also our design to elicit information that we
8 think is important to understand the check-the-box answers
9 that the survivors provide.

10 This, Your Honor, occurs in one other instance on
11 this form, and that is in Part Five. Part Five is on page 12
12 of 16, or page 69 of 75 of the PDF.

13 Part Five, again, we've added the first sentence
14 of Part Five to address exactly this concern and it says in
15 the parenthetical, "If you currently cannot describe any harm
16 you have suffered on account of the sexual abuse, you may
17 omit this section for now; however, you may be asked to
18 provide the information requested at a later date."

19 Again, that language was inserted at the request
20 of the tort committee to take into account the exact
21 sensitivities that Mr. Conte testified about. That said we
22 understand from the tort committee that that's not
23 sufficient, that Part 5(a) which is you'll see a number of
24 check the boxes.

25 Incidentally, the blacklining is due to the fact

1 that the tort committee requested a number of parentheticals
2 providing further description of the type of harm that an
3 individual could suffer from the sexual abuse, and we took
4 those comments verbatim.

5 But as the please describe at the end, it says,
6 "Please describe how you were impacted in ways that you now
7 connected being related to the sexual abuse you described
8 above." And then it says, "in as much detail as you can
9 recall in the lines below." And, again, we felt that that
10 was being sensitive to re-victimization, as well as memory
11 loss points, but also asked for a narrative which we know is
12 important for us to be able to understand simple check-the-
13 box claims and important, as we understand it, to the
14 insurers.

15 Your Honor, with respect to the proof of claim
16 form itself, those are the only language issues, I'll call
17 them, with respect to the form. As you may have seen in the
18 objections that were filed by the insurers on Friday evening,
19 the insurers have a very broad objection to the form, most of
20 which deals with sort of an either/or proposition pertaining
21 to language in the proposed form of order. If we don't have
22 language in the proposed form or order indicating that this
23 basically under Section 502 of the Code is not prima facie
24 evidence of the claim, then they would want a different
25 proposed form of order, and that proposed form of order was

1 attached to Hartford's objection.

2 I'm going to deal with that particular issue when
3 we get to the form of order itself because it's really a more
4 broad-based issue that doesn't deal with specific language in
5 this other than I think there's probably ten-plus additional
6 questions that the insurers would like. We, in fact,
7 presented those to the tort committee, and it's my
8 understanding that those questions were all rejected by the
9 tort committee. But I'd like to deal with that issue when I
10 get to the form of order, if that's okay, Your Honor.

11 THE COURT: That's fine. I want to make sure I
12 understand the issue with the narrative, which I think Dr.
13 Conte testified and is not necessarily the best for winnowing
14 out the truth of validity of someone's claim of sexual abuse,
15 either because it can be too detailed or conversely the lack
16 of detail, neither of which may help someone winnow out the
17 truth of the assertion. That's my interpretation of his
18 testimony.

19 So is the concern here that whether it's optional
20 or not? Is that the disagreement among the parties?

21 MS. BOELTER: That's exactly right, Your Honor.
22 The disagreement among the parties is that it's not crystal
23 clear that this is optional. The tort committee would like
24 it to be optional for the reasons that Dr. Conte testified to
25 that the act of filling out a narrative may essentially re-

1 victimize the abuse survivor, and that act, in and of itself,
2 may not even elicit the type of information that is required,
3 determine the type of claim or the veracity of the claim.

4 And I don't want to speak for Mr. Schiavoni, but
5 as I understand it and the debtors agree, that we do want to
6 encourage individuals to complete the narrative on the form,
7 not because we want to cause greater trauma to those
8 individuals, but we do think it's helpful to have words, in
9 the claimant's own words, that actually describe the abuse
10 that they suffered.

11 It maybe that we can learn more from those words
12 than, you know, a check-the-box. We tried to come up with a
13 lot of different boxes that you can check, but, Your Honor,
14 we confess we may not have covered everything. And getting
15 from the claimant, in their own words, in a form that, you
16 know, clearly -- I know Mr. Conte addressed the possibility,
17 you know, if you're trying to deal with veracity of the claim
18 issues, narrative doesn't do much for you because individuals
19 could watch a movie and actually draft a narrative based upon
20 actions that they saw in a movie.

21 From our perspective, one, obviously, the form is
22 subject to the penalty of perjury. And, by the way, for
23 those that fill it out electronically, there will be a pop-up
24 box indicating that the form is truthful. But for anyone
25 that's ever been bound to fill in a check-the-box form and

1 has felt that there were no boxes that necessarily applied to
2 that individual's situation or tried to understand an
3 individual situation based solely upon boxes that would be
4 made available to potentially multiple thousands of people.
5 We just didn't think that made a lot of sense.

6 We think the narrative really does enhance our
7 ability to understand the boxes, understand and test the
8 level of abuse and the type of harm that may have occurred.
9 And we believe that we have done that with sensitive
10 disclosures around those requests that try to take into
11 account that, one, these victims may not recall precisely
12 what happened to them. We're asking them to do their best.

13 And, two, if, for whatever reason, they don't fill
14 out the form, like we said in the lead-in to Part Five, we
15 may, at a later date, ask them for more information, so
16 they're aware that we may have to go back and do it again.
17 But that, you're right, Your Honor; the issue is really do we
18 make the language in the form more optional than it currently
19 is.

20 THE COURT: Okay. Thank you.

21 MS. BOELTER: Okay. So, let's deal with specific
22 issues on the abuse survivor notice. And just to orient you,
23 Your Honor, this is the abuse --

24 MR. STANG: Your Honor -- Your Honor, this is Mr.
25 Stang. If I could just interrupt Ms. Boelter for a moment.

1 We have a lot of pleadings that we're looking at
2 that were filed, for us, really early in the morning on the
3 West Coast. We're struggling to try to get through these and
4 be able to be responsive to you throughout this hearing.
5 Could we deal with the proof of claim issues and then go to
6 the notice? It might make it easier to check off that we've
7 taken care of something.

8 It's up to you, but we're going to have a long
9 presentation then Ms. Boelter. Then Mr. Schiavoni may give -
10 - you know insurance companies may give long presentation on
11 all these different issues. Is it -- would you -- I'm asking
12 you if it would help you to say, all right, let's get the
13 claim nailed down, and now let's move onto the next thing and
14 so, I'm just putting that out there.

15 MR. SCHIAVONI: Your Honor, Tan Schiavoni. I
16 would just suggest that that almost puts the cart before the
17 horse because the threshold issue is really the form of
18 order, what it is we're trying -- what is the purpose of the
19 proof of claim. If that issue might narrow the disputes
20 about the proof of claim itself.

21 MS. BOELTER: And, Your Honor, I'm happy -- we can
22 proceed however the court and parties would like. We can
23 also turn immediately to the form of order to address, as Mr.
24 Schiavoni called it, perhaps could be a threshold issue with
25 respect to the insurers.

1 THE COURT: Okay. Well, I'd like to probably
2 understand the totality of the issues between the parties,
3 but if there is an overarching issue with respect to the
4 order, why don't we turn to that?

5 MS. BOELTER: Very good, Your Honor.

6 There are two issues in the proposed form of
7 order, but one pertains to the issue that Mr. Schiavoni just
8 raised. And what I would ask Your Honor is the form of order
9 appears in Docket 667-2, it's Exhibit B. The paragraph in
10 question that the parties have the dispute over occurs on
11 page 15 of 75 of the PDF. It's actually page 14 of that
12 blackline order and it's paragraph eleven.

13 THE COURT: Okay.

14 MS. BOELTER: Your Honor, the issue between the
15 TCC, the debtors, to a certain extent, although our position
16 is clearly reflected in paragraph eleven, and the insurers is
17 essentially what is the legal significance of the abuse
18 survivor proof of claim.

19 From the debtors' perspective, the abuse
20 survivor's proof of claim tells us who may be creditors of
21 the debtor. It tells us that not only for voting purposes,
22 but it tells us that also for purposes of when we get to plan
23 time what we need to do with respect to those claims.

24 The pleadings or the notices say repeatedly
25 throughout if you don't file a proof of claim form, you are

1 by definition not a creditor. Your claim is essentially
2 barred. It's a bar date, unless an exception applies and the
3 exceptions are clearly set forth in the rules.

4 But if you do file an abuse survivor's proof of
5 claim, it's the debtors' position that that does not mean
6 that your claim is liquidated. It does not mean that we have
7 set your claim up to be liquidated. It simply means that you
8 are a party that is asserting a claim in connection with
9 these cases and that claim is an abuse survivor claim.

10 We believe and it's consistent with virtually
11 every mass tort case that the plan of reorganization that is
12 ultimately negotiated in this case will provide a process for
13 allowing abuse survivor claims and liquidating abuse survivor
14 claims that will either be set forth in the plan itself or in
15 the trust distribution procedures. So the proof of claim
16 form itself is not a form to liquidate an abuse survivor
17 proof of claim.

18 So, to that end, following discussions with the
19 insurers, we added, and it doesn't reflect in this blackline
20 because it was added to the version that was filed last
21 Thursday, but we added paragraph eleven which says, "the
22 allowance and the process for allowance of sexual abuse
23 claims and the treatment thereof will be subject in all
24 respects the terms of any confirmed plan or reorganization
25 for the debtors and any trust distribution procedures that

1 may be approved in connection therewith."

2 The insurers will likely give Your Honor their
3 position. I know they will, in fact. But as we understand
4 it, they thought the language should go further. And
5 essentially say that the abuse survivor proof of claim would
6 be utilized for voting and for the mediation. But from a 502
7 perspective would not have the prima facie validity of the
8 claim.

9 From the debtors' perspective that went beyond the
10 four corners of the relief that we had asked for in the
11 original motion. It was an issue that was raised with us in
12 the middle of last week. We feel that the language in
13 paragraph eleven adequately protects their rights and our
14 rights with respect, and the sexual abuse claimant's rights,
15 with respect to the liquidation and future allowance of the
16 claim and the process for doing that.

17 As I'm sure you'll hear from Mr. Stang, the tort
18 committee has now requested that we add language to paragraph
19 eleven. That is exactly the opposite of what the insurers
20 have asked for. They want paragraph eleven to say that the
21 proof of claim form is, in fact, prima facie evidence of the
22 validity of the claim, unless it's objected to.

23 So that sets up the disputes between the parties,
24 Your Honor. Again, we, the debtors, believe that eleven is
25 not only consistent with what we see in virtually every mass

1 tort case, but it's really consistent with the position of
2 all parties which are that the claims truly will be allowed
3 and they truly will be liquidated in accordance with the
4 terms of a plan and the trust distribution procedures. And
5 that these proof of claim forms will be utilized for a number
6 of purposes including establishing the fact that an abuse
7 survivor is asserting a claim against the debtors.

8 So that's the overarching issue that Mr. Schiavoni
9 referred to.

10 THE COURT: Okay. Well, let me hear from parties
11 on that issue because I have not had to deal with this issue
12 before in the mass tort case, and I'm finding this whole
13 proof of claim form process really interesting and, quite
14 frankly, contrary to what I think the Code provides in the
15 terms of the filing of a proof of claim. So, I'd like to
16 hear from the parties on this issue.

17 MR. STANG: Your Honor, this is Mr. Stang. Would
18 you like me to go first?

19 THE COURT: Sure.

20 MR. STANG: Your Honor, a rose is a rose is a
21 rose. The proof of claim is a proof of claim is a proof of
22 claim.

23 The proof of claim has certain impacts and
24 consequences and the Code and the Rules tell us what those
25 are. Your claim is allowed, unless it is objected to. And

1 Rule 3001 says its prima facie evidence. And I don't know
2 how an order changes what the rule says the proof of claim is
3 or changes what the Code says is in terms of allowance.

4 Now, it is true the process after the claim was
5 filed would go to the liquidation of the claim and the plan
6 will go to the treatment of the claim, but the claim has been
7 filed. The bar date sets up preclusionary effect. Anything
8 after, it's late. You have to meet the standard for a late
9 proof of claim.

10 The problem with paragraph eleven that we have, it
11 says that the allowance of the claim will be subject to the
12 terms of a plan of reorg and trust distribution procedures.
13 That's not correct. The claim is allowed when it is filed
14 unless there is an objection.

15 And if this said the treatment of the claim is
16 subject to a plan, the liquidation of the claim is subject to
17 a plan or objection that's fine. But I don't know how you
18 get around 502. These are not placeholders. These are not
19 raise your hand if you'd like to file a claim later.

20 These are proof of claim. And they are
21 requirements as to the content -- we'll get to that. We're
22 not having that discussion at the moment. This is as to the
23 impact. And I just simply do not understand how someone
24 through an order, proposed order, can wipe out a specific
25 section of the Bankruptcy Code and a specific statement in

1 the Rules of Bankruptcy Procedure.

2 THE COURT: Well, Mr. Stand, I would tend to agree
3 with that, but how does that comport with this extensive
4 proof of claim form? Because a proof of claim form and what
5 the Code requires and the Rules require is basically a short
6 and simple here's my claim. It doesn't require ten pages of
7 explanations of your claim.

8 So how does that position you're taking on the
9 order comport with the position the committee is taking on
10 this long form proof of claim?

11 MR. STANG: Your Honor, we are not advocating that
12 the claims form be -- initially. We would navigate for 15,
13 20-page form proof of claim, but we appreciate. We're
14 sensitive to the needs of the Boy Scouts and the needs of the
15 insurance companies to have more than just I'm here.

16 And so, I don't think anything precludes asking
17 the survivors to put some detail to it. We're going to get
18 into how much detail is appropriate and what should be the
19 standard. But it is important for all parties, including our
20 committee, the official committee, possibly the future
21 claim's rep, and all the others I've mentioned to know a
22 little bit more.

23 And as I've told you at the beginning of the first
24 day hearing, I've done a lot of these. And in every case, we
25 have had a special proof of claim form because we

1 acknowledged the needs of the other parties -- and, honestly,
2 Judge, even from the tort claimant's perspective they just
3 need sometimes to get some of it on the table and address
4 some of the table. It's important for them to do that as
5 well.

6 But I have never, and I don't think anyone can
7 cite to a single case in the sexual abuse context, where
8 there has been anything that addresses or modifies 502 or
9 3001. I can't remember one.

10 So, it is a balance in terms of the detail in this
11 proof of claim, but I don't think it changes the idea that it
12 is still a proof of claim form.

13 THE COURT: Okay. Thank you.

14 MR. BUCHBINDER: Your Honor, this is Dave
15 Buchbinder. May I be heard?

16 THE COURT: Yes.

17 MR. BUCHBINDER: Thank you, Your Honor. This is
18 Dave Buchbinder on behalf of the United States Trustee.

19 The United States Trustee filed an objection to
20 certain to certain of the language in the abuse survivor
21 notice and those issues have been essentially resolved. And
22 we also objected to the form of the abuse questionnaire and
23 essentially our objection defers to Mr. Stang's tort claim
24 committee.

25 With respect to the specific issue at hand, I

1 don't see anything offensive about paragraph eleven. I think
2 it preserves everyone's rights. But to the extent that an
3 entity would want to rewrite Section 502(a) of the Code, it's
4 pretty straightforward and it's pretty short and it says, in
5 part and in part, "A claim or an interest, proof of which is
6 filed under Section 501 of this title, is deemed allowed,
7 unless a party in interest objects." That's a substantive
8 provision. And to quote the Supreme Court Justice, "The
9 Statute means what it says and says what it means." And
10 502(a) is quite simple.

11 With respect to the contents of the form, Your
12 Honor, just to be a little helpful. I've been lucky enough
13 or unfortunate enough to be involved deeply in both TK
14 Holdings which was in this district and along with my
15 colleague, Ms. McCollum. We've been heavily involved in the
16 PG&E cases.

17 And I'll agree with Mr. Stang it's not uncommon in
18 the mass tort cases to customize a proof of claim form to
19 make it easier to sort out the types of claims in the future.
20 But to the extent this form exceeds basic information and
21 evolves into what would be a set of interrogatories that's
22 where we've deferred to Mr. Stang and what the tort committee
23 feels is appropriate questions here.

24 But with respect to the 502(a) issue, the statute
25 means what it says and says what it means. And you don't get

1 to rewrite the Code in an objection to a motion or in an
2 order to a motion. That requires a visit to the Congress.
3 Thank you, Your Honor.

4 THE COURT: Thank you.

5 Mr. Schiavoni, are we taking a visit to Congress?

6 MR. SCHIAVONI: That would be interesting, Judge,
7 and I think we'd all have lots of things to say, but I don't
8 think we need to do that.

9 You know, a couple of threshold points. First of
10 all, it is true that in some of the sexual abuse cases that
11 have involved defined sets of claims in defined geographic
12 areas where there's a diocese, or a hospital, or school at
13 issue they've done bar dates and proofs of claims, but
14 overwhelmingly in mass tort cases where there's a national
15 distribution of claims and a future claimant representative
16 is appointed, right, because in most of those cases where
17 there's a national distribution of claims there's an FCR
18 appointed.

19 There is no bar date at all and there's no proof
20 of claim form. And the reason for that really goes to the
21 fact that tort claims they're just not as subject to being
22 reduced to 502 treatment as pay a bond, or a secured loan, or
23 a vendor claim. They're totally different in nature.
24 They're almost -- in the vast majority of those cases, and I
25 could list almost all of the major cases that have been in

1 Delaware, there's an FCR, and a process is put in place.

2 First, there's a process for, sort of, just
3 identifying people to vote, but as far as liquidating and
4 adjudicating the claims, after claimants come forward and
5 identify themselves the whole process has been put in place
6 to deal with those that is, sort of, particularized to what
7 the response is and particularized to the individual claims.
8 And there's good reason for that because the claimants with
9 valid claims is subject to being, in essence, victimized by
10 people just checking boxes who don't have valid claims and
11 taking money from a limited source.

12 If you want to, sort of, focus and Imerys is a
13 good example of that. You have a plan was filed on Friday,
14 there's no bar date there, there's no proof of claim in that
15 case. There's a future's representative and the plan they
16 filed purports to set out a way to, sort of, deal with those
17 claims on a going forward basis. That is the majority
18 history in Delaware on how mass tort claims are dealt with.
19 There isn't this, sort of, debate over how you form a proof
20 of claim questioning to validate prima facie claims across
21 the United States, you know, that's going to be done,
22 distributed to 100 million people. It is utterly
23 impractical.

24 Let's just focus now on just, sort of, what the
25 basic rules are. Here, when this motion was filed, there was

1 no proof of claim form with any questions on it. There's
2 reference in the original motion, C-2, it's a blank form.
3 The form was only filed in May, you know, proposing questions
4 under Rule 9013. You're required to set forth the relief
5 you're seeking in the moving paper. You don't, sort of,
6 change as you go, you know, a week or two weeks before the
7 hearing on such -- especially on such a massively significant
8 issue.

9 The notion that people have been working around
10 the clock on these questions that may be true, but it's
11 essentially been to the exclusion of the insurers. Nobody
12 spoke to us over the weekend. Nobody was on the phone with
13 us, you know, at three o'clock in the morning. And we
14 weren't copied on any of the communications shared between
15 the debtor and the committee. Yes, we got a draft last week
16 and we had a draft, I suppose, last night or yesterday
17 morning, but that's not really substantive input on the
18 drafts.

19 Let's turn to, sort of, quickly like the real
20 dispute and what the issue is. Is there really a dispute
21 here, okay. You heard from the debtor what they envisioned
22 is going to happen, that the proof of claim really isn't
23 intended to validate, you know, the actual elements of the
24 claim; that there is, in fact, a valid claim here. That is
25 what they put in the proposed form of order. That is what

1 they have told us about the purpose of the proof of claim.

2 You heard their witness. Their witness is really
3 offering testimony about the noticing program, but not that
4 the elements of the claim are satisfied by this proof of
5 claim form, nor could it be. I mean keep in mind that the
6 definition of abuse claim is incredibly broad. It covers,
7 sort of, verbal bullying all the way to, you know, some
8 intentional crimes like rape. It's extremely broad. You
9 can't cover the elements of that in a few questions,
10 especially check the box questions, and the debtor doesn't
11 purport to do so.

12 You know, you also heard -- we heard from Mr.
13 Stang, but you heard from the debtors -- from the tort
14 claimants' witness and you heard from the tort claimants'
15 counsel in connection with that witness that their witness,
16 Mr. Conte acknowledged, I believe -- I don't have the
17 transcript in front of me, but my notes anyway seem to
18 suggest that like what he said was that he wasn't proposing
19 these questions to go to the validity of the claims, that he,
20 himself, either he said this, I believe he said it, but I
21 believe also tort claimants' counsel said it that that would
22 be subject to a separate process of adjudication through the
23 plan or otherwise to try to prove up all the elements of
24 these claims through a series of check the boxes questions.
25 We'd be significantly -- if the debtor chooses to do that on

1 its own that perhaps is one thing, but they risk vitiating
2 coverage by admitting to liability on that basis.

3 It's also true that we would be significantly
4 prejudiced by just a, sort of, quickie check the box form
5 that creates, you know, some sort of like immediate validity
6 for claims. It's also true that like where that will take us
7 on a noticing program that is designed to go to 100 million
8 people it could cause more chaos here for everyone. Nobody
9 knows what result we're going to get from these boxes, okay.

10 I mean I got it that Mr. Conte is concerned about
11 the impact on those valid claims from abuse claimants and
12 wants to make it easy for people to submit the form. That is
13 -- you know, there's a sort of balancing act that the court
14 has to deal with, with that, but the easier that is just
15 think what will happen. It's like we don't know. It could
16 take us into a place where just a significant volume of
17 claims comes in that really needs to be sorted out.

18 So, we think that a clause in the order that just
19 makes clear that you aren't setting a presumptive validity of
20 the claims here by a few check the box questions which,
21 frankly, are suggestive of what the answers are, you know,
22 for a claim would be curative here about what questions have
23 to be posed. Yes, we would have significantly more detailed
24 questions and requirements for evidence that would
25 corroborate a claim and also make out the elements of the

1 claims in multiple different states. That is really the
2 purpose here.

3 I don't think that what they've submitted achieves
4 that. And those courts that, you know, have tried to, sort
5 of, deal with this through a proof of claim process; In Re
6 Delaco is one, we cite another court in our papers that we
7 submitted to you. You know, they went forward with, sort of,
8 like a proof of claim to identify claimants and preserve
9 their claim for the bar date, but then had detailed
10 questionnaires and other steps to be taken as a secondary
11 process.

12 We don't have a problem with using a proof of
13 claim. I don't think one should really be used with an FCR<
14 but if one is going to be used to preserve claims for voting
15 purposes and to collect information for mediation that's
16 fine. It seems to be consistent with what both the committee
17 and the debtor are suggesting or indicating what their intent
18 is, but if they're using it to set prima facie evidence of
19 these claims it's going to set us -- first of all, its
20 insufficient for that. We don't think there's an evidentiary
21 basis for it and it should be denied if that's the purpose of
22 it.

23 If that is the purpose and that is what it's
24 approved its going to set us off into areas where what are we
25 to do like ask for depositions of hundreds of people on a

1 going forward basis and bog the case down. That's one of the
2 reasons why bar dates haven't been set in the vast majority
3 of these cases.

4 So, we don't think there's anything wrong with
5 including in the bar date approval order a provision that
6 makes clear what the purpose is. Yes, we would ask for
7 something a little bit more robust than what the debtor has
8 so we don't face confusion down the line. It just says its
9 simply -- you know, we suggested language like this in our
10 written paper that, you know, would add that it really
11 doesn't set a prima facie validity for the claims going
12 forward, but there's certainly nothing wrong with the type --
13 with that type of valuator language in the bar date order
14 itself, Your Honor.

15 Thank you very much.

16 THE COURT: Let me ask a question -- and I'll
17 apologize, I've got Hartford's objection. I don't seem to
18 have Century's objection.

19 So, in those cases that don't set bar dates they
20 send out some sort of informational form and request people
21 return it, what is the effect of not returning that? What
22 happens in those cases?

23 MR. SCHIAVONI: So, you know, Imerys is one that's
24 before you and, frankly, I'm still reading it myself, but --

25 THE COURT: I haven't looked at it.

1 MR. SCHIAVONI: -- what's done typically in the
2 cases in Delaware has been in some respects what Ms. Boelter
3 suggested, I think she envisions here, that there'd be a
4 process -- if a process for dealing with the claims embedded
5 in the plan or otherwise would adjudicate whether or not the
6 merits of the -- to make determinations about the merits of
7 those claims on a going forward basis as they come in.

8 You know, keep in mind here we're not just -- if
9 you have an FCR the question is what is he doing. If
10 everything is supposed to be resolved through the proof of
11 claim form then one would question what is the FCR for. In
12 these other cases the FCR is, you know, developing with all
13 the parties as part of a plan a process for resolving those
14 claims both to their validity and to their dollar amount.
15 The claims don't go into that process having a presumption
16 that they're valid.

17 THE COURT: How do people vote? How do we know
18 who gets to vote on the plan if we don't have a bar date?
19 Present claims; I'm not talking about future claims, FCR.
20 Present claimants.

21 MR. SCHIAVONI: Right. So, in Imerys you will see
22 that, you know, the solicitation proposal is made to vote on
23 submissions that people have. It's a, sort of -- I forget
24 the rule number they use, but they make a, sort of, summary
25 submission to vote. That is not used for 502 purposes.

1 MS. BOELTER: Your Honor, this is Jessica Boelter.
2 May respond?

3 THE COURT: Yes. I am going to let you respond to
4 all of this. Before you do, I want to make sure you hear
5 everyone you need to respond to.

6 Is there anyone else who wants to weigh-in on this
7 issue, this big picture issue?

8 MR. RUGGERI: Your Honor, James Ruggeri for
9 Hartford. Thank you for letting me appear today. We did
10 file an objection on Friday in response to the revised proof
11 of claim notice.

12 Let me respond, I join in what Mr. Schiavoni
13 provided to the court, but our confusion really was based on,
14 Your Honor, with the original motion papers which, frankly,
15 don't square, at least my understanding with what the debtors
16 are representing today. In the original motion paper at
17 Docket 18, on Page 23 of 30, tells us the purposes that
18 debtors were telling us was the purpose of the proof of claim
19 form. Those purposes include assisting the debtors and
20 party's interests in evaluating and resolving the abuse
21 claims, then going onto say the information requested is
22 critical to assessing the debtors' aggregate liability both
23 overall and for different categories of claims.

24 That, to us, is pretty close to the information
25 that is going to be used for purposes other than just as a

1 place holder for the filing of a claim and getting a whole
2 lot closer to soliciting or eliciting information that was
3 intended to allow people to adjudicate or figure out the
4 validity of the claims. That is why when we saw Paragraph 11
5 in debtors' revised proposed orders we said it's not clear
6 enough for the reader. I can't square it with what you told
7 the court in the motion papers and we offered language making
8 clear, as Mr. Schiavoni said, that same point blank that the
9 proof of claim form does not replace a claims process or the
10 tort system, the requirements that they will impose.

11 That is the process that I hear today everyone
12 envisions taking place. Our position is it should be stated
13 clearly. If, in fact, the purpose is more aligned to what we
14 see in Paragraph 36 on Page 23 of 30, Docket 18, that's why
15 Hartford provided the questions that is sought to be added to
16 the proof of claim form. We're not going to go into that
17 now, but I also think the court heard testimony from Dr.
18 Conte this morning that you have to tailor the proof of claim
19 to meet the purposes.

20 One of those purposes is the questions, he said,
21 will allow you to winnow out the credible claims from the not
22 credible claims. That was the vein in which we made our
23 suggestion to the form itself, but on the order the language
24 we requested was intending to square what the debtor was
25 saying and avoid what we feared was the intended purpose from

1 Paragraph 36 of the motion.

2 Thank you, Your Honor.

3 THE COURT: Thank you.

4 So, let me ask the same question that I asked Mr.
5 Schiavoni. How do people vote on the plan? How do claimants
6 vote on the plan if they haven't filed a proof of claim?

7 MR. RUGGERI: I will allow my partner, Josh
8 Weinberg, to weigh-in on that issue because he's closer to
9 it.

10 I think there is a variety of mechanisms including
11 they are allowed to submit proofs of claims in my experience.
12 Those claims are estimated for voting purposes at a nominal
13 dollar amount. That has been my experience outside the abuse
14 arena in the mass tort experience, Your Honor.

15 Mr. Weinberg has nothing to add to that, Your
16 Honor. So, thank you.

17 THE COURT: Thank you.

18 Okay, anyone else before I go back to Ms. Boelter?

19 (No verbal response)

20 MS. BOELTER: Thank you, Your Honor.

21 Let me just start with a little bit of history
22 with respect to this particular form. It was provided to all
23 of the insurers by Haynes & Boone, the debtors' coverage
24 counsel, on April 19th. So, this was not a surprise or a
25 sneak attack on May 4th. And we had given all parties in

1 interest a heads up in the original motion that we would be
2 providing these documents well in advance of the hearing and
3 well in advance of the objection deadline. In fact, we had
4 extended the objection deadline as I think was reflected in
5 the agenda through the insurers, for the insurers until noon
6 last Wednesday.

7 We had provided and had multiple calls with the
8 insurers concerning the proof of claim form last week. At no
9 point prior to Wednesday did any insurer raise with us what
10 appeared in, I think it was, Footnote 13 of Century's
11 objection filed on Friday night that there should be no bar
12 date in this case. I want to address that.

13 First of all, Your Honor, as we said, I said it
14 today, I said it at the first day hearing, a bar date is
15 critical to our ability to advance these Chapter 11 cases
16 with respect to abuse claims. That has been very clearly
17 conveyed to us by abuse survivors. And from the debtors'
18 perspective, and I think this is true for all parties in
19 interest, we need to understand the body of claims that are
20 out there and we need to understand the type of those claims.
21 It is our view that that data will be imperative for us to
22 proceed with respect to the mediation and I think Mr. Stang
23 would back me up on that. His constituents have said that to
24 us loud and clear, and we agree.

25 We disagree with Mr. Schiavoni that bar dates are

1 not in most mass tort cases. Our experience has been exactly
2 the opposite. Look no further then recent cases such as
3 PG&E, Takata, USA Gymnastics. The reason that the form is
4 different from the official proof of claim form 401 in mass
5 tort cases is a couple of reasons.

6 One, we're dealing with individuals that don't
7 have a lot of bankruptcy experience. We also know that there
8 is a particular type of data that would be helpful to
9 evaluating the claims. So, for example, in a product
10 liability case there is often scientific evidence that can be
11 deduced and filled out in a check the box proof of claim form
12 that indicates whether the debtor's product was involved and
13 whether there was, in fact, scientific evidence of the type
14 of accident that occurred.

15 In this case, in the abuse cases it's far
16 different. In these cases, we don't have necessarily a
17 scientific parameter that we can point to, to see abuse that
18 occurred thirty years ago. We also have to deal with the
19 sensitivity of the individuals that are filling out the claim
20 form. So, in order to understand the types of claims that
21 these individuals have and assess the magnitude of those
22 claims and the validity of those claims not ultimately to
23 liquidate the claims because that will be the job of the
24 trust. But in order to assess the debtors' aggregate
25 liability we need the data, and I think all parties are in

1 agreement that some form of additional data beyond official
2 claim form 401 is not only utilized in mass tort cases, its
3 common in mass tort cases and this is the type of form that
4 you would see in an abuse mass tort case.

5 With respect to, well, isn't this something that
6 the futures rep is supposed to do; just as a reminder, Your
7 Honor, the futures rep in this case is limited to repressed
8 memory minors. So, we have a number of individuals that we
9 are trying to reach through our media program that simply
10 don't fall within that category and that are not actually
11 represented by the future claimants' representative.

12 Then, to just conclude on Hartford's point on
13 Paragraph 36 of the original motion, Your Honor, I'm
14 surprised at the reading. We actually read it as consistent
15 with respect to what is Paragraph 11 in the order in the
16 sense that, you know, we say it is very important that we
17 understand the aggregate magnitude of the claims against the
18 debtor. Not that this is going to replace distribution
19 procedures or the job of a trustee, but it will, in fact, be
20 used in terms of negotiations to Your Honor's point for
21 voting purposes. Many of these claims will likely be filed
22 in an uncertain dollar amount.

23 When we get to voting on a plan of reorganization
24 individuals that submitted proofs of claim will likely be
25 given \$1 dollar votes consistent with all other mass tort

1 cases that do, in fact, have bar dates and that do, in fact,
2 assign \$1 dollar claims to individuals that filled out a
3 proof of claim form.

4 So, we think, one, that Paragraph 11 in the order
5 should satisfy the issues that the insurers have raised. It
6 is, in fact, how we view the allowance process and the plan
7 process. Again, ask that the court not only ultimately
8 approve the bar date, but also the order.

9 Again, not to conclude my remarks here because as
10 I mentioned, Your Honor, there is a handful of other issues
11 once we get into the other documents, but on this big
12 overarching issue that is where the debtors come down.

13 MR. STANG: Your Honor, this is Mr. Stang. May I
14 make a comment to what the insurer said?

15 THE COURT: Yes.

16 MR. STANG: To answer your question, Your Honor,
17 my experience in all the sex abuse cases, including USA
18 Gymnastics, abuse creditors are assigned a dollar through
19 vote and some through a plan solicitation procedures motion
20 that includes voting. That is the way it's been done in every
21 diocese case that I know of and that's how the court ordered
22 in USA Gymnastics as well. So, that is how my experience is
23 in the voting context.

24 I would point out to you that the official form
25 for proofs of claim specifically states that it can be used

1 for personal injury. And it doesn't have to be used for
2 personal injury. It doesn't preclude the use of a specialized
3 form, but the notion that personal injury claims cannot be
4 evidenced by a proof of claim simply ignores the fact that
5 the official form says that they can be.

6 The focus of our conversation, I thought, was on
7 Paragraph 11, but counsel went off on looking at the proof of
8 claim form itself. We may get back to that, but I will point
9 out that form asks who did this to you and asks you to be
10 very specific about identifying the person. It asks when did
11 this person do that to you, start dates, end dates, and if
12 you can't remember the dates seasons, (indiscernible). It
13 asks what did they do to you? Were you penetrated? Is the
14 problem the insurers have that we didn't ask which orifice?
15 You know, were you orally copulated; I mean that's not
16 specific enough for them to get past a proof of claim
17 standard.

18 If people filled this claim form out, they would
19 need a motion to dismiss. It tells you who, what, where and
20 when. Also, it alleges consequences. And while it doesn't
21 call for a dollar amount, if that's what people want people
22 put down dollar amounts. So, the idea that this is just
23 check a few boxes tribulizing a claim form that calls out
24 specific conduct and specific consequences of that conduct is
25 not just checking a few boxes.

1 I've read a lot of these claim forms in other
2 cases. If the narrative said I was abused in my tent,
3 period, that consents a narrative, what are they going to do
4 say the claim is automatically disallowed because you didn't
5 put in a sufficient narrative. I've seen claim forms that go
6 on for dozens of pages. I've seen claim forms that said I
7 was abused in my classroom.

8 So, the narrative will have a consequence. It
9 will tell you something. Dr. Conte talked about this.
10 Whether it goes to the voracity of the claim or not it might,
11 it might not, but the idea that your claim shouldn't be
12 allowed, understanding that it is unliquidated, understanding
13 it's still subject to objection. One of the insurers said
14 this would preclude our ability to -- I think it was
15 Hartford, preclude the possibility of discovery. Really?
16 There's' nothing in the order that says that. It would
17 preclude the possibility of objections. I didn't see that.

18 I just don't understand how they can rewrite the
19 code when we have a proof of claim form that's clearly within
20 the scope of what Congress anticipated and the court's
21 anticipated in the proving official form that gives all of
22 the elements of the tort claim and gives information far
23 beyond what would probably be required for a complaint in the
24 State Court proceeding.

25 Thank you, Your Honor.

1 THE COURT: Thank you.

2 Okay. With respect to this big picture issue I'm
3 going to permit a proof of claim form to go out and the
4 return of that proof of claim form has the effect that the
5 code gives it. I am not going to alter the effects that the
6 code gives it. Some of you may have heard me talk about
7 proofs of claims and objections to proofs of claims in other
8 cases.

9 My basic view of a proof of claim form is if I can
10 look at it and understand what it is that the claimant has
11 alleged, for example, breach of contract, breach of my
12 employment agreement, services performed, and if its signed
13 under oath and, otherwise, meets the requirements I think
14 it's a valid proof of claim. And the debtor has to object to
15 it. Quite frankly, the debtor has to object to it on more
16 than I just can't validate it.

17 So, I am going to permit bar dates to be set so
18 that parties will have an opportunity to vote the amount of
19 their claim, how they're allowed to be voted for, the amount
20 of the claim, and the numerosity we will deal with when we
21 get to that part of the bankruptcy proceeding, but I'm going
22 to permit it. And I don't think we have to say anything
23 about what the effect of a proof of claim, filing a proof of
24 claim is in a proof of claim order because it is what it is
25 under the code.

1 So, Paragraph 11 to me may or may not be accurate.
2 If there is information -- and, quite frankly, I don't know
3 how many claimants are going to be reading the order as
4 oppose to the proof of claim form itself in the instructions.
5 So, I don't think it's very informative to these claimants
6 nor do I think they have a clue what it means when we talk
7 about the difference between allowance, a treatment, et
8 cetera. So, I think Paragraph 11 is extraneous and doesn't
9 need to be in the order.

10 There should be nothing in this order which
11 deviates from the code. I'm going to permit a longer form of
12 proof of claim form, but there should be nothing on a
13 substantive basis that deviates from what the code provides
14 in this order.

15 MR. STANG: Your Honor, this is Mr. Stang.

16 There is one other provision in the order that --
17 well, there are two things in the order that we would like to
18 address specifically. I know we went from one issue over to
19 the order and I don't know how you would like to proceed, but
20 I just -- if you could take a note that if we are going to go
21 onto something else I'd like to revisit the order on at least
22 two issues.

23 THE COURT: Ms. Boelter, let me ask you, are there
24 other issues in the order that you have on your plate to
25 address?

1 MS. BOELTER: There was only one other issue and I
2 thought it was the only issue that was open between the
3 debtor and the TCC with respect to the order. It sounds like
4 Mr. Stang has two. So, I'm not aware of two, but I am aware
5 of one and that was the other issue with respect to the order
6 that I was going to address.

7 THE COURT: Okay. Let me hear that?

8 MS. BOELTER: The issue that I'm aware of, Your
9 Honor, is that the TCC had requested language in the order
10 finding that the filing by an abuse survivor of a proof of
11 claim form did not waive that abuse survivor's right to a
12 jury trial. Similar to the logic, I guess, that Your Honor
13 just applied with respect to Paragraph 11 and was argued by
14 Mr. Stang its the debtors' view, one, that we didn't ask for
15 any relief specifically with respect to the implications of
16 filing a proof of claim form on jury trial rights and, two,
17 the law is what the law is. And adding language to this
18 order that may affect the current state of the law with
19 respect to the implication of filing a proof of claim form in
20 Delaware we just simply felt was inappropriate and have not
21 added the language.

22 That is the only open issue that we, the debtors,
23 are aware of in the proposed form of order.

24 THE COURT: Thank you.

25 Mr. Stang, why should I deviate after you just

1 heard me talk about I'm not going to deviate from the code
2 and the law?

3 MR. STANG: Your Honor, I generally ask for this
4 kind of provision in a bar date order in these cases because
5 of the Supreme Court's opinions about filing a proof of claim
6 constitutes a waiver of a jury trial right. I am familiar
7 with the statute that says that nothing -- I'm paraphrasing,
8 nothing changes your right to a jury trial. But it's because
9 of those Supreme Court opinions that talked about the impact
10 of filing a proof of claim.

11 THE COURT: Okay. I'm not going to add -- and I
12 think there does not need to be anything in this order with
13 respect to the effect of filing a proof of claim. It is what
14 it is. And if it becomes an issue in any particular case, we
15 will address it, but I'm not going to require anything about
16 the effect of filing a proof of claim form. The parties have
17 choices to make.

18 MR. STANG: Thank you.

19 THE COURT: Thank you.

20 MR. STANG: I can tell you know what the second
21 one it. It was the subject of an email that we sent out last
22 night, but if everyone read every email that went out after
23 last night God bless them.

24 Your Honor, it's in Paragraph 5 of the order.
25 Actually, it's in Paragraph 4(h) of the order and Paragraph

1 5(ii) of the order. The language is identical. So, I think
2 if we just focus on 4(h) and address it the result will be
3 the same depending on your ruling.

4 Your Honor, there is a sentence that's about
5 halfway down that starts "For the avoidance of doubt," and
6 it's that sentence that I wanted to talk about.

7 THE COURT: It's in which paragraph?

8 MR. STANG: It's in Paragraph, I thought it was 4,
9 but I'm going to scroll up to make sure that I've got the
10 right cross reference.

11 MS. BOELTER: Your Honor, if you're looking at
12 that blackline that I directed you to its on Page 8 of the
13 blackline that was filed early this morning.

14 MR. STANG: Yes. Thank you.

15 THE COURT: Thank you.

16 MR. STANG: It's the sentence, Your Honor, that
17 begins "For the avoidance of doubt."

18 THE COURT: In the order?

19 MR. STANG: The actual paragraph begins,

20 "Any sexual abuse survivor who believes that she
21 or he has. . ."

22 There it is, that's it. Whoever's moving the
23 cursor that's the sentence.

24 THE COURT: Okay. Thank you. I've got it.

25 MR. STANG: So, after you're done reading it, Your

1 Honor, I'll tell you what my concern is.

2 THE COURT: Okay.

3 MR. STANG: All right. So, Your Honor, it is the
4 tort committee's goal to have as many people file proofs of
5 claim as possible regardless of what they believe the statute
6 of limitations may be for asserting the claim. Our focus on
7 that was because once the debtor has a discharge and if a
8 state statute of limitations is subsequently changed such as
9 a window opens up in Texas, a year after the debtor gets its
10 discharge that an argument could be made that the discharge
11 relief is in effect notwithstanding the subsequent change in
12 the statute of limitations.

13 There is a statute of limitations that is viewed
14 by most courts as a defense and you still have a right to
15 payment as defined by the code regardless of whether or not
16 there's a statute defense. That is what we want people to
17 file claims even if under their state law an attorney would
18 advise that their statute barred. That is why the notices
19 say no matter when you were abused or how old you are you
20 should file a proof of claim. That is why that's in there.

21 This sentence says to someone if your claim is
22 time barred you should file your proof of claim to preserve
23 your claim if there's a subsequent change in the statute of
24 limitations. Well, then it says you will not be treated as a
25 creditor with respect to such claim for purposes of voting

1 and distribution. What we suggested that there be a period
2 after the sexual abuse claim and before in the event of a
3 change in the applicable statute of limitations. Just put a
4 period that says you are required to file a proof of claim in
5 order to preserve your right to pursue that claim.

6 The reason that -- what we're concerned about is
7 if the court has determined your claim is time barred then
8 you shouldn't be getting any money, but that adjudication
9 happens at different levels. It can be a trial court
10 decision that's on appeal. It's not final till its final.

11 There have been instances in other cases where the
12 TBP's or allocation programs have given some distribution to
13 someone who was time barred to just try to settle the matter.
14 And in fairness if people whose claims are timely from a
15 statute perspective, who want to share some of their money
16 with a fellow abuse survivor whose claim is time barred we
17 would want the TBP's to allow that to happen.

18 Fundamentally, most survivors view statutes of
19 limitation as something that all the defendants want. I have
20 seen a lot of survivors say, you know, we're not going to
21 distribute money on the basis that you were abused in Wyoming
22 and I was abused in New York with a window so I get all the
23 money and you get nothing. Their brotherhood or sisterhood
24 overcomes that legal objection. And the way this is written
25 -- I'm not saying that will happen in this case, but it might

1 happen in this case and the way this is written it precludes
2 a plan or a TBP to provide for that because it says you can
3 only get money if your statute of limitations changes to make
4 your claim timely and no longer time barred.

5 That's it, Your Honor.

6 THE COURT: Okay. So, Mr. Stang, you want the
7 sentence to end after in the event of a change in the
8 applicable statute of limitations?

9 MR. STANG: No. I would like it to read in order
10 to preserve the right to pursue a sexual abuse claim, period,
11 and then delete everything from in the event of a change to
12 the end of the sentence.

13 THE COURT: Okay.

14 MR. STANG: Yeah, to the end of the sentence.

15 THE COURT: Okay. Ms. Boelter?

16 MS. BOELTER: Your Honor.

17 THE COURT: Yes.

18 MR. STANG: This is dictating treatment of the
19 claim. That -- I guess that's it.

20 MS. BOELTER: Your Honor, this Jessica Boelter.
21 If I may just respond because I actually don't think we have
22 a substantive disagreement with Mr. Stang here. I think this
23 is just a wording issue.

24 A little bit of background on the language in this
25 particular provision. First, we are in agreement with Mr.

1 Stang that individuals should file proofs of claim regardless
2 of the status of the statute of limitations in their
3 particular jurisdiction because we further agree with Mr.
4 Stang that the debtors' ultimate discharge in this case would
5 discharge those claims in the event they were for the statute
6 of limitations change. So, we think it's critically
7 important that individuals file proofs of claim regardless of
8 the state statute of limitations status in their particular
9 jurisdiction.

10 I think the confusion with this language, and it
11 doesn't just appear here, it also appears in respect of the
12 general bar date, in response to comments that the debtors
13 received, I believe, from the United States Trustees Office
14 this sentence at one point, I believe, concluded with, sort
15 of, standard bar date language or your claims shall be
16 forever barred, you know, you won't be able to assert it
17 against the debtors.

18 I believe it was at the request of the United
19 States Trustees Office, but Mr. Buchbinder can correct me if
20 I'm wrong. The U.S. Trustee asked that we not use language
21 of that type and rather use language along the lines of such
22 individual just would not be treated as a creditor in the
23 bankruptcy case. That appears in a couple of different
24 places, I believe, in this order.

25 So, while I don't think we have any substantive

1 disagreement with Mr. Stang on this, I think this is the
2 product of, you know, original language being modified to
3 satisfy a particular purpose. And, you know, in Mr. Stang's
4 view not working for the purpose of sexual abuse survivors.
5 But we certainly, I don't think, were attempting to take an
6 action that he suggests. We want these individuals to file
7 proofs of claim. If they don't their claims will be
8 discharged. We want to convey that very clearly. If there
9 is a better way, we can do that, happy to have that
10 discussion with him.

11 THE COURT: Okay. I will let you have that
12 discussion, but it does seem to me that where Mr. Stang wants
13 the sentence to end conveys --

14 MS. BOELTER: The message.

15 THE COURT: -- the message that you want those
16 parties to file.

17 MS. BOELTER: Your Honor, I agree with you. I'm
18 looking at it and I don't have an objection to that.

19 THE COURT: Okay. Yeah. The consequence of not
20 filing a proof of claim by the bar date I think is also
21 accurately reflected in the language that says they shall not
22 be treated as a creditor with respect to such claim for the
23 purposes of voting and distribution. I'd have to look at
24 Rule 3003, but I think that's pretty verbatim from Rule 3003
25 which is where I look to, to determine the effect and often

1 have to change the language in a proposed bar date order to
2 insure that it merely reflects what the rules in this
3 instance provide, but I think the language in between may not
4 be necessary.

5 MS. BOELTER: Yeah. That is, I think, exactly,
6 sort of, the genesis of the change to the backend of this
7 clause and the use of this language. It was changed in other
8 portions of the form of order. It may not be reflected in
9 this particular draft because it occurred in prior drafts,
10 but it was to comport with that concept there at the tail
11 end. And if we need to delete as you suggested, Your Honor,
12 in the event of a change in the applicable statute of
13 limitations the debtor has no objection to that.

14 THE COURT: Okay. Anymore issues that anyone has
15 with the order before we move on?

16 MR. BUCHBINDER: Your Honor, this is Dave
17 Buchbinder.

18 I can simply confirm that the changed language
19 does conform to Rule 3003(c)(2).

20 THE COURT: Thank you.

21 MS. BOELTER: We're getting near the end, Your
22 Honor.

23 In my mind we have only one issue left to address
24 and that is on the, what we sort of colloquially refer to,
25 long form notice which is the sexual abuse survivors notice.

1 It is attached as an exhibit to the order. If you're looking
2 at 667-2, which was the overnight filing, it's in Exhibit B
3 in the blackline.

4 The first place I'd like to take you is Page 34 of
5 75 of that blackline. This is not an issue, Your Honor.
6 It's a resolution, but I wanted to point it out because we
7 received multiple comments from parties on it. What is the
8 bankruptcy about, you will see that deleted in the blackline,
9 as well as what is Chapter 11, and the flow chart in
10 connection with that what is Chapter 11 was objected to by
11 the TCC, the United States Trustee, I believe, and I also
12 believe that Century took issue with the flow chart. We have
13 removed all of that material. So, that should resolve those
14 objections.

15 Again, that was filed in the overnight hours and I
16 wanted to make it very clear on the record that we have, in
17 our view, satisfied that objection.

18 The only remaining issue, and I'm not sure if it
19 is, in fact, remaining due to the overnight filing, but I
20 think we should address it, occurs on Page 39 of 75 of 677,
21 its Page 8 of the actual notice itself. That is the notion -
22 - you will see the question here, question is No. 9 now on
23 the blackline. What could be released under the plan of
24 reorganization?

25 This had received an objection from the United

1 States Trustees Office. We have modified language. You
2 don't see it in this blackline because that was filed on
3 Thursday night. We believe to have addressed their
4 objection, but I'm going to walk the court through it in any
5 event. Then we also heard from the TCC last night that they
6 may, in fact, have an issue with this language. So, I wanted
7 to bring it to the court's attention.

8 Originally, this language, essentially, said what
9 is being released under the plan or reorganization and said
10 in probably a more unequivocal fashion that a plan had been
11 filed and that the plan could provide for releases of third-
12 parties beyond just the debtors that it would potentially
13 provide for releases of the local counsel's and chartered
14 organizations.

15 We changed the language to say what could be
16 released. We've noted that and we changed the words to be
17 "could, may," and midway down we've also said,

18 "Please note that a Chapter 11 plan has not yet
19 been proposed for solicitation or agreed to by any parties in
20 interest in the Chapter 11 proceeding."

21 Once it becomes available this is where you can
22 find it. Then we finally added a sentence at the end of this
23 section that says,

24 "Again, please note BSA is the only debtor here.
25 Local counsel and chartered organizations are not. So, if

1 you believe you have claims against them you may need to take
2 additional legal action."

3 That was language that was specifically requested
4 by the tort committee.

5 As I understand it there is some objection to
6 including this type of, what we view as, critical due process
7 language in a notice pertaining to the bar date particularly
8 because no party has yet agreed to any sort of releases for
9 local counsel, or chartered organizations, or any plan for
10 that matter.

11 For our perspective, Your Honor, we've
12 appropriately now caveated the language, but as I said at the
13 outset this is an extraordinary noticing program. It's going
14 to go to 110 million individuals. It's extraordinarily
15 expensive and it is very time consuming. We think from a due
16 process perspective the fact that we have an ad hoc group of
17 local counsel, we know that they will be participating in the
18 mediation and we are very optimistic that we are going to
19 globally resolve these cases.

20 We think we would be remiss if we did not take
21 this opportunity to provide broad notice to all of the
22 potentially millions of people that are going to look at this
23 notice that the ultimate agreement in this case may affect
24 more than just BSA. It may affect other parties. We think
25 from a due process perspective that's critically important.

1 We don't want to incur the \$7 million dollar cost again of
2 this notice. So, that's why we've left the language in.

3 I don't want to speak for Mr. Buchbinder or Ms.
4 McCollum, but I think that with it being caveated the way it
5 is now it does resolve their objection. Candidly, I'm not
6 sure where the TCC is at this morning with respect to this
7 particular language, but we think it is now (indiscernible)
8 to be appropriate for the type of noticing that we're
9 contemplating.

10 THE COURT: Mr. Buchbinder?

11 MR. BUCHBINDER: Yes, Your Honor. Dave
12 Buchbinder.

13 The revised proposed language is acceptable to us.

14 THE COURT: Thank you.

15 Mr. Stang?

16 (No verbal response)

17 THE COURT: Mr. Stang, you're muted.

18 MR. STANG: Thank you, Your Honor. I apologize.

19 Your Honor, the language is not acceptable to us
20 because we do not think that a claim's notice for a specific
21 debtor could preview what that debtor wants to do in its
22 plan. The problem is very practical. You have states that
23 currently have windows of statutes of limitation that go
24 beyond the agreed upon bar date. New York, if Governor
25 Cuomo's edict to extend the window in New York is effective,

1 he did it by order as opposed to legislative change, takes
2 you out into the beginning of January 2021. New Jersey has
3 all of 2021 as an open window. California had a total of
4 three years, it goes out to, I guess, 2022.

5 So, you have got a dynamic here where we have a
6 deadline for the Boy Scouts. They're not arguing that your
7 order can't truncate a statute of limitations for the debtor,
8 we know that it can. What your order cannot do is truncate
9 it for local councils, chartered organizations, or anyone
10 else. What we're concerned about is that people are going to
11 think, well, if I file this proof of claim it's going to
12 count as against the counsels, it's going to count as against
13 the chartered organizations, so I don't have to do anything
14 else. And meanwhile your window closes. Obviously, every
15 state has some statute of limitations, but I'm focusing on
16 the windows particularly because that's clear. Those states
17 have no statute of limitations for child sex abuse for the
18 period of that window. And people don't file their law suits
19 or don't go to see a lawyer who could file the lawsuits for
20 them because they said, oh, I filed a BSA claim.

21 Now I know what BSA wants to achieve in its plan.
22 I know it wants to have a very broad challenging injunction
23 for the local councils and possibility for the chartered
24 organizations as well, but that's a very different bear to
25 wrestle with because there are just many more of them than

1 there are local councils, but I know what they want.

2 If I'm reading this and I am not in an attorney --
3 and how many times do you have people come in front of you
4 and say I'm an attorney, but I'm not a bankruptcy attorney,
5 so forgive me for all my mistakes. And they read this and
6 they may go, well, I guess I crossed the T and dotted the I's
7 to the councils and the organizations.

8 And I appreciate the disclaimer down in whatever
9 paragraph number that is towards the bottom, but these
10 constant references to the local councils and local
11 organizations I think is very confusing. It's in the first
12 bullet point, it's in the third bullet point that if you do
13 not file a claim you may lose your rights against the local
14 councils and organizations. Well, I filed a claim, I guess I
15 didn't lose my rights against them; ah, but you did if you
16 didn't file a lawsuit within the statute of limitations for
17 your state. And that is the problem with this.

18 It's confusing because the disclaimers that we are
19 used to reading and understanding as sophisticated counsel
20 are not satisfactory for someone who doesn't have that
21 background and experience.

22 THE COURT: Mr. Stang, where is the bullet point
23 that you're referring to which references --

24 MR. STANG: It's in the first one, Your Honor, and
25 it's in the blackline. It starts, "Please read this notice

1 carefully," that's the first time that they use it. The
2 second time they use it -- there may be others, but if you do
3 not -- this is No. 3 I think it is, "If you do not file a
4 sexual abuse claim by the date you may lose rights against
5 BSA councils and organizations." I read that to say if you
6 do it by the date you won't lose those rights.

7 THE COURT: Is there somewhere in the form or the
8 notice maybe that says that filing a proof of claim here does
9 not -- I don't know if preserve is the right word, but does
10 not preserve your rights against the local councils?

11 MS. BOELTER: There is, Your Honor.

12 MR. STANG: Your Honor, I don't know if it's here,
13 but it's definitely in the proof of claim because when you're
14 asked to identify the chartered organization or the local
15 council there's a bracket that says, in effect, if you have
16 rights against these entities you have to do something else.
17 So, it does say that.

18 MS. BOELTER: And, Your Honor, we may -- now that
19 Mr. Stang articulated his position, I think I understand it
20 better actually. The language that we had inserted under
21 Question 9, which is the last sentence of that, "Please
22 further note that only BSA is the debtor in BSA's Chapter 11
23 proceeding and other third-parties are not." And as Mr.
24 Stang just indicated, that language is present in the proof
25 of claim form on, at least, two occasions that I can think

1 of.

2 One, we can bold this language, but, two, we can
3 also copy and paste it into the front bullet points on the
4 first page of the notice so that individuals clearly
5 understand that if they believe they have claims against
6 local councils or the other organizations they need to take
7 additional legal action to preserve those claims. We have no
8 issue with that.

9 THE COURT: I think it needs to be bolded. Maybe
10 the order if this paragraph, which is unusual, remains in,
11 this new Paragraph 9, maybe it needs to be flipped so that it
12 starts out with please note only BSA is the debtor and if you
13 have a claim you better file it against someone else, but
14 then underneath that the Chapter 11 plan may seek to do
15 something because I do have a concern. I certainly don't
16 want anyone to think that they do not need to bring a
17 separate claim against a chartered organization or a local
18 counsel. And I'm, of course, not pre-judging what the plan
19 is going to actual provide for when ultimately approved.

20 MR. STANG: Your Honor, if we relocated -- not
21 relocated, but duplicated those last two sentences up at the
22 top where the first time it's mentioned about local councils
23 and flipped it the way you just described I think that
24 addresses our concerns.

25 THE COURT: Okay. I'd like you all to work on

1 that.

2 MS. BOELTER: We will, Your Honor. Thank you.

3 So, Your Honor, that concludes all of the open
4 issues that I am aware of with respect to the bar date order
5 and the seven exhibits. Again, just to recap for the court
6 on the abuse survivors' proof of claim we had the non-
7 consenting scout participant issue as well as the two
8 narratives. Then, finally, you know, the insurers, I
9 believe, wanted additional questions particularly if the
10 language in the proposed form of order that they had
11 submitted was not going to be accepted. So, that's our open
12 issue there. On the notice I think we just resolved all of
13 the open issues and I think we are resolved on the form of
14 order itself.

15 THE COURT: Okay. So, I have not heard from others
16 on the proof of claim form. The language regarding the
17 optional or not optional narrative and the language with
18 respect to non-consenting adult scouting participants.

19 MR. STANG: Your Honor, can we start with the non-
20 consenting adult paragraph?

21 THE COURT: That's fine.

22 MR. STANG: And, Your Honor, at least one of the
23 attorneys representing a committee member, that attorney's
24 name is Paul Mones, is on the line and would like to
25 specifically speak to this issue, but let me give a preview.

1 We appreciate the importance to BSA of getting a
2 discharge for any claim that may be against it. No debtor
3 wants to have exceptions to its discharge. We understand
4 that. But there has got to be a balance between that goal
5 and getting survivors a very clear message as to what the
6 claim form does and whether it applies to them.

7 The problem with including their language is that
8 they have introduced the concept of consent. Nowhere in the
9 definition of sexual abuse, except in reference to the
10 adults, is there a reference to consent. And this is the
11 dynamic that child sex abuse survivors have. And if Mr.
12 Conte's declaration does not address this efficiently, he is
13 still on the phone and on the video. But I would note that
14 his declaration at Page 9(vi) addresses this inclusion of
15 adults in the definition.

16 Someone who has been serially abused often is
17 confused about whether he or she consented to the physical
18 contact. Let's just give an example; you're abused at a Boy
19 Scouts summer camp, and next year all your friends are going
20 again, and the year after that all your friends are going,
21 and you know that Scout Leader Joe is going to be there, he's
22 the one that touched you last time, and you go, and he does
23 it again, did you consent to his touching you?

24 Now we all know that someone under the age of 18
25 cannot legally consent to that. No one has really disputed

1 that. I don't think anyone disputes that. But you as the
2 survivor say I went back, I knew he was going to be there,
3 and I went back and it happened again, well, so maybe I
4 didn't run out of the tent screaming, he touched me, he
5 touched me, I tolerated it and it's exactly what he did to me
6 last year. Did I consent?

7 Now this form says non-consent as to the adult
8 and, well, maybe I consented and I should have filled this
9 out. That is the problem from a claim perspective of
10 introducing the concept of non-consent. Now I also believe
11 that the instances of non-consent, consent with an adult I
12 mean it's different. I think Dr. Conte says it is different.

13 So, from my perspective that is the problem with
14 including this. I do acknowledge that they want to capture
15 anyone who was in their scouting program from 18 to 21 who
16 had non-consensual abuse, I get it. This claim form is
17 directed -- I believe it a meniscal part of the problem,
18 practically, probably, and Mr. Mones can speak to this,
19 possibly non-existent. I get what the debtor is trying to
20 do. This just isn't the right place for it. So, much like
21 they have directed the bullying and hazing stuff to the
22 general claim form they could direct this particular type of
23 claim to the general claim form.

24 So, Your Honor, Mr. Mones would like to speak to
25 this as well. He will introduce himself and tell you his

1 expertise in representing child sexual abuse victims. Then
2 that would be the committee's comments on this part of the
3 proof of claim.

4 THE COURT: Okay.

5 MR. MONES: Good morning, Your Honor. Paul Mones.

6 THE COURT: Yes.

7 MR. MONES: Good morning. Thank you, Your Honor.

8 I have been representing abuse victims for other
9 thirty years and actually was the lead counsel in the
10 Portland case in 2010. Your Honor may be aware of it, it
11 started this whole avalanche of litigation against the Boy
12 Scouts which resulted in, unfortunately, their filing this
13 Chapter 11.

14 The mention of the non-consensual will not just be
15 confusing to claimants, but also be harmful, I believe. That
16 is to say that in this situation people who are victims of
17 abuse as children always have, in addition to what Mr. Stang
18 said, an over-arching feeling of guilt that stays with them
19 their whole life that because of the nature of the abuse
20 which occurs after long periods of grooming and cajoling by
21 the leader who is in the position of authority, the person
22 doesn't, as an adult, view their behavior as oppositional.
23 They say I didn't do anything to oppose the perpetrator.

24 So, to that extent the notion of consent is always
25 something that is lingering in their consciousness. By

1 inserting the notion of non-consenting adults into this,
2 really, almost out of left-field, Your Honor, in this claim
3 form we are really risking injecting confusion to large
4 segments of the potential claimants.

5 Moreover, the entire bankruptcy that the Boy
6 Scouts have filed here is predicated on victims of child
7 abuse. In fact, if you look at their notice, in fact, it
8 doesn't mention adults at all; it talks about child sexual
9 abuse. So, now at this later date they want to insert adults
10 into it. You know, do adults between the ages of 18 and 21
11 have a potential position to make a claim, maybe, yes, that
12 has to be there. But it's not in the child abuse claim form
13 whatsoever. Those numbers would be so de minimis because if
14 we get into the weeds on it -- Your Honor, I know this may
15 not be specifically relevant to the claim form itself, but
16 consent under the laws in all 50 states is very, very narrow
17 for an adult. It limits it to intoxication or somebody who
18 is mentally incapacitated in a way where they can't give
19 that, we say in the State Court law is a vulnerable person,
20 somebody who has mental challenges.

21 So, to that extent we're dealing with a de minimis
22 number of people to begin with and injecting that into this
23 claim form, we believe, unnecessarily risks of harm and
24 confusion outweigh any kind of potential benefits.

25 Thank you, Your Honor. I appreciate the

1 opportunity to address the court.

2 THE COURT: Thank you.

3 MS. BOELTER: Your Honor, may I respond? This is
4 Jessica Boelter.

5 THE COURT: Yes.

6 MS. BOELTER: Your Honor, I wanted to explain the
7 provision that Mr. Stang and Mr. Mones just spoke to and
8 provide a little more detail than I did at the beginning of
9 my remarks.

10 First, Mr. Stang is right. The reason the word
11 non-consensual was inserted into the draft is because by
12 definition children are unable to consent. So, anyone under
13 the age of 18 is simply unable to consent to a sexual act as
14 described in the definition. Adults are a different story.
15 Individuals over the age of 18.

16 I take issue and I hope I misunderstood Mr. Mones
17 when he said that there are very limited circumstances that
18 constitute non-consent to an adult limited to mental illness
19 or incapacitation because I'm quite certain there are a
20 number of victims of sexual assault that would disagree with
21 him vehemently with respect to that characterization.

22 The Boy Scouts are aware of or I'm aware of, at
23 least, one instance where an adult scout participant has
24 claimed an abuse claim based upon non-consensual sexual
25 activities as defined in this form. So, this is not something

1 that's not real. It is, in fact, real. And from the
2 debtors' perspective we just simply don't think it makes
3 sense if we need the exact same type of data from an adult
4 scout participant that we need from child scout participants
5 to defer those individuals to a different form or to create
6 yet another form that looks identical to this form, but only
7 deals with adults.

8 So, from our perspective we meant, one, no offense
9 or confusion and did not mean in any way to, sort of, re-
10 victimize individuals who seeing the word "non-consensual"
11 may be confused. It was simply to differentiate between
12 children and adults, and consent issues for children and
13 adults, but we continue to believe that adult scout
14 participants which are, in effect, individuals under the age
15 of 21 we need to gather that information for those folks.
16 So, that's why it's included in the draft.

17 MR. STANG: Your Honor, may I briefly respond?

18 THE COURT: Yes. And can you tell me, again,
19 where you point to Dr. Conte's declaration on this?

20 MR. STANG: Your Honor, I believe I did. My notes
21 show, I only have some many screens, I apologize, my notes
22 show that he addressed the issue of adult abuse victims at
23 his declaration which I believe is at Docket No. 601, Page 9
24 and I wrote down (vi). That is where he does discuss adult
25 issues. I am going to have to --

1 THE COURT: Yes.

2 MS. BOELTER: Your Honor, just one clarifying
3 point. The draft of the form that Dr. Conte was opining on
4 was a form that just generically talked about non-consensual
5 adult/un-adult abuse. Based upon conversations with the TCC
6 and, again, I understand they're still objecting, but based
7 upon conversations with the TCC we narrowed the scope to
8 adult scouting participants which, again, is a finite group
9 of individuals under the age of 21.

10 So, I'm looking at (vi) on Page 9 of his
11 declaration at 601, I just want to point out for the court
12 that the document that he was commenting on was just talking
13 about adults generically, not the 18 through 21-year-olds
14 that we have now modified the form to address.

15 THE COURT: Okay.

16 MR. MONES: Your Honor, this is Mr. Mones. May
17 just give a brief response to Ms. Boelter's statement?

18 THE COURT: Yes.

19 MR. MONES: Thank you, Your Honor.

20 I wasn't meaning to exclude this other group of
21 adults who say they did not consent to the sexual abuse, but
22 the majority of cases would involve consent as I believe I
23 elucidated, if it did exist. More importantly, I just want
24 to reiterate again people looking at it who are the vast
25 majority, the vast majority will look at the word non-

1 consensual and think that I consent.

2 That is the over-arching point, Your Honor, that
3 we cannot emphasize strongly enough because it doesn't say
4 under the sexual abuse for child sexual abuse children don't
5 consent even though Ms. Boelter said it's a definition by
6 law, that is not going to be the understanding of the vast
7 majority of Boy Scouts who have been victimized, especially
8 those who have not gotten any treatment and don't understand
9 that it's not their fault.

10 That's all I have to say about it, Your Honor.
11 Thank you very much.

12 THE COURT: Thank you.

13 Well, I guess I have a couple of questions as I'm
14 reading this. The definition lumps everyone together, it
15 lumps together in the same paragraph the child and then the
16 non-consenting adult scouting participant. And I wonder if -
17 - and I'm just trying to balance additional forms. There
18 would have to be, I suppose, some way to let non-consenting
19 adult scouting participants know, like you do in the last
20 paragraph here, in that section to file some other form. So,
21 there's going to have to be a reference somewhere, I think,
22 to non-consenting adult scouting participants who lead them
23 somewhere else or -- I don't see how you get around that and
24 make sure that they're included.

25 Of course, I have no idea the relative numbers of

1 non-consenting adult scouting participants; although, clearly
2 this case is directed at child sexual abuse. So, I'm
3 wondering if it could be divided into two parts where it's
4 clear that you have victims of what is sexual abuse, victim
5 of child sexual abuse, victim of non-consenting adult
6 scouting participant, somehow to distinguish between those
7 two. I don't know that that ameliorates the harm. But how
8 do you get around telling non-consenting adult scouting
9 participants that they have to go somewhere else. It's going
10 to have to be mentioned somewhere in the form, isn't it?

11 MS. BOELTER: Your Honor --

12 MR. STANG: Your Honor, this is Mr. Stang. I'm
13 sorry, Ms. Boelter, go ahead.

14 MS. BOELTER: I was just going to say, Your Honor,
15 first of all, I think we hear your point that the word non-
16 consent does need to be in the form somewhere even if we were
17 direct folks to a different proof of claim form as we do in
18 the last sentence. I don't know how else to -- we certainly
19 don't want to invite, you know, just all adults to be filing
20 claims. It needs to be specific to this category of
21 individuals.

22 We can certainly -- with that and -- you know, I'm
23 interested to hear Mr. Stang's views because truly we just
24 want to get to the right answer here. We're happy to work
25 with the TCC and Mr. Mones on, you know, moving that language

1 down, setting up a separate definition, but I do hear your
2 point that we're going to have to use the word and we're
3 going to need to find a mechanism for these individuals to
4 submit claims; whether it's this proof of claim form or
5 otherwise.

6 MR. STANG: Your Honor, we'll work it out, but I
7 think you could add another paragraph either before or after
8 the reference to, what I call, the bullying or hazing
9 paragraph and say something very similar. If you are a non-
10 consenting adult scout participant with a sexual abuse claim
11 you should consult the rest of the text from the hazing and
12 bullying. Maybe we're taking a little bit of a bet here, but
13 if they got a number of these claims then they could follow-
14 up and say to those folks we would now like you to fill out
15 this form. They have filed their proof of claim.

16 As I said before in connection with some of the
17 other comments, nothing here stops people from taking
18 additional discovery, nothing should stop the Boy Scouts from
19 having a follow-up with someone that they have questions,
20 that they want to pose questions to. Whether that takes the
21 form of a mandatory set of questions is something that they
22 can take up with us, the other committee, they can go to you
23 if they don't think we're being reasonable, but perhaps just
24 another paragraph much like the hazing and bullying one would
25 be sufficient.

1 MS. BOELTER: Your Honor, I think we could make
2 that work.

3 MR. MONES: Your Honor, this is Mr. Mones.

4 I would support Mr. Stang's argument in that
5 respect because what will happen, I think, and Ms. Boelter
6 maybe hinted at this as well is that if we put the word adult
7 in there in this form it's going to open the potential
8 floodgates for people who are not victims of sexual abuse,
9 but, for example, and 18-year-old is on a hike and an adult
10 says something to him, an off colored joke, well that person
11 can argue I didn't consent to that joke being told.

12 So, we don't want to get into the weeds on what I
13 do believe is -- I've been doing this for many, many years,
14 Your Honor, and while (indiscernible) is not evidence, I can
15 tell you that just for purposes of the burden that would
16 impose on the claim form putting adults in here just does not
17 seem to be worth what the unbelievable burden it would impose
18 upon the claims process and, again, the harm that would be
19 (indiscernible) Mr. Stang said and I'm sure Ms. Boelter and
20 us we can work this out.

21 Thank you, Your Honor.

22 THE COURT: Okay. I will give you an opportunity
23 to work it out. I do note that Dr. Conte says in (vi) he has
24 a slightly different take which is that the inclusion of
25 these other individuals which are the adults abused as

1 adults, potential creditors who were bullied or
2 psychologically mistreated, at least as I'm reading it, the
3 inclusion of them in an effort to identify sexual abuse
4 survivors is potentially confusing to adult survivors and
5 minimizes their experience versus someone who was bullied.

6 So, we have to be careful that the adult survivors
7 also have the opportunity to make their claims and that their
8 claims, the non-consenting, whatever we're calling them, non-
9 consenting adult scouting participants who, at least from my
10 very lay point of view, I would take the view that they could
11 be broader than the categories Mr. Mones suggested. I would
12 agree with Ms. Boelter that saying no might evidence non-
13 consent. That's me, that's my take. I don't think that Ms.
14 Boelter actually said that.

15 So, we don't want to minimize their experience
16 either. So, I'd give them an opportunity to make their
17 claims even if it's a smaller group of victims. So, I think
18 we suggested a couple ways this might work. I'd like the
19 parties to talk and see if they can agree on that.

20 MS. BOELTER: Very good, Your Honor. We will do
21 that.

22 THE COURT: Okay. We still have the optionality
23 issue that we addressed earlier that I don't think I heard
24 anyone speak about, the option to provide a narrative and
25 whether there needs to be more language around the option.

1 MR. STANG: Yes, Your Honor. This is Mr. Stang.

2 I appreciate Ms. Boelter's comments about how
3 they're trying to be sensitive, but we have no evidence that
4 they've consulted with anyone regarding the substance of this
5 proof of claim form as opposed to how you get it noticed out.
6 What the Boy Scouts think, if they think they're sensitive,
7 I'm sure everyone this call is well intentioned, but when a
8 child sex abuse survivor hears the Boy Scouts are being
9 sensitive that just doesn't ring too much with them.

10 I think in this area lot of deference should be
11 given to what the abuse survivors think. Ms. Boelter, I
12 think, eluded to this. Maybe it was Mr. Andolina. My
13 committee members, not the counsel, my committee members have
14 probably spent over ten hours going over every word of these
15 notices and proofs of claim. They are the ones who are going
16 to fill them out. Now they're lucky. They've got lawyers
17 and those lawyers are going to put down whatever they want to
18 put down and probably they're like Mr. Mones, you know, they
19 have a lot of experience and they will fill it out as
20 completely as they think they need to, to make their case.
21 And they know their audience.

22 Someone who doesn't have counsel is, in effect,
23 being told you must do it this way. The pleas, it softens it
24 a little bit, but it's not the same. So, I would ask the
25 court to consider the fact that the people who actually have

1 to put off this claim for actually made these comments, not
2 just coming from lawyers arguing what they would like to see.
3 Dr. Conte's testimony which is uncontroverted except for an
4 advocate for the Boy Scouts saying we're being sensitive.

5 So, I don't think that comments that counsel made
6 for the insurance companies -- at one point, I wrote it down,
7 he said the proof of claims it doesn't validate the claim.
8 Well, no one is asking this proof of claim to be
9 unchallenged. No one is saying there can't be follow-up.
10 The suggestion that these checking the boxes is somehow easy,
11 and that kind of started to tie into maybe these folks are
12 lying because you could check a box.

13 Some of the conduct that's in those check the
14 boxes is pretty specific. I suspect that that's hitting a
15 lot of the basis. If insurance counsel has a few more
16 examples of sexual abuse and molestation that they think we
17 didn't include they should tell us, but you're still filling
18 that box out when you're a survivor. You're still saying
19 that someone penetrated you by checking the box.

20 I think the idea that you're telling a survivor
21 that they must put this in, that their prior description
22 isn't good enough in the context of a claim form, especially
23 for the unrepresented people, it goes to all of the issues
24 that Dr. Conte had in his declaration about how the claim
25 form can do harm.

1 We understand that everybody needs to know
2 something about these claims. Saying I was abused is going
3 to lead to more questions, but this claim form does so much
4 more than that. I think that survivors who are, some of whom
5 will be addressing this abuse for the first time in the
6 context of a legal proceeding with a deadline that, you know,
7 they're being told you must do something by a certain date
8 need to be given the consideration that Dr. Conte addresses
9 and that the committee members, themselves, feels is
10 necessary.

11 THE COURT: Mr. Stang, do you -- thank you -- do
12 you have specific language -- and I'm trying to look back to
13 where it started about -- do you have specific language that
14 you want to see before the narrative section?

15 MR. STANG: Your Honor --

16 THE COURT: You're not suggesting we eliminate the
17 narrative; you're suggesting it be optional.

18 MR. STANG: Yes, we are not suggesting elimination
19 of the narrative and, Your Honor, Ms. Cantor, my partner, is
20 on the phone, and I don't have the exact words in my head,
21 but she has been working on this for weeks and maybe she
22 knows the exact words that we're looking for.

23 MS. CANTOR: Yes, Your Honor, Linda Cantor.

24 We've suggested language, "If you wish to provide
25 a narrative, please do so below."

1 THE COURT: Okay. Well, based on the testimony of
2 Dr. Conte with respect to narratives, I agree that the
3 narratives should be -- should express that it is optional in
4 some fashion, whether it's if you wish to do this or please
5 further describe if something, you know, something that
6 suggests that additional information is welcomed, I think is
7 the way to put it.

8 And I was trying to find the place, Ms. Boelter,
9 where you said it occurs in the beginning of the form, but I
10 think it would be helpful to not only have it there, but to
11 have language right where you get to the narrative and you're
12 going to provide it.

13 MS. BOELTER: Understood, Your Honor. We will
14 work with the TCC for purposes of Parts 4 and 5 of the form.

15 THE COURT: Okay. Do you have any other issues
16 outstanding that I have not ruled on with respect to the form
17 of order or attachments for the proof of claim?

18 MR. BRADY: Your Honor, Robert Brady. No
19 additional issues. I just wanted to -- Robert Brady on
20 behalf of the FCR -- we had two issues that we raised with
21 the debtors. They made both of our changes, so we have no
22 issue with the proposed form of order.

23 THE COURT: Thank you, Mr. Brady.

24 MS. RINGER: Your Honor, if I --

25 MR. RUGGERI: Your Honor, James Ruggeri --

1 THE COURT: Ms. Ringer?

2 MR. RUGGERI: Your Honor, James Ruggeri for
3 Hartford --

4 THE COURT: Let me hear from Ms. Ringer first and
5 then I'll hear from Hartford.

6 MR. RUGGERI: I'm sorry. Thank you, Your Honor.

7 MS. RINGER: Thank you, Your Honor. Rachael
8 Ringer from Kramer Levin, on behalf of the committee.

9 Just very briefly, we also raised a number of
10 issues with the debtor through revisions to both, the form of
11 order and the notice, as well, for the general proof of
12 claim. All of those have been incorporated. There were a
13 couple of issues that were particularly important for
14 claimants, for non-abuse claimants that need information from
15 the debtors specifically in order to actually calculate their
16 claims and the debtors worked with us to put in additional
17 information into the notice for those claimants. And so with
18 those changing, we were okay with the general proof-of-claim
19 form and the notices accompanying it.

20 THE COURT: Thank you.

21 Counsel for Hartford?

22 MR. RUGGERI: Yes, Your Honor, James Ruggeri.

23 I didn't know if the Court's question dealt with
24 specific questions regarding the sexual abuse survivor proof
25 of claim, which is attached as an exhibit.

1 THE COURT: It includes everything.

2 MR. RUGGERI: Okay. Thank you, Your Honor.

3 Hartford does have a few suggestions there and I
4 would start by, I do think it's a little unfair. On a couple
5 of occasions, committee's counsel has suggested that there
6 was some sort of focus on forms of sexual abuse and questions
7 that Hartford and the insurers that were posing and that's
8 not correct as to Hartford or, I believe, any of the other
9 insurers.

10 Our questions or the questions that we would like
11 to be added go to allowing us to cross-check the allegations
12 and the information provided elsewhere in the proof-of-claim
13 form. For example, education -- the proof-of-claim form, as
14 it currently stands, asks the claimant to state what is his
15 or her highest level of education completed or degree
16 obtained.

17 If you go to the section involving the effects of
18 the abuse, you'll see one of the alleged effects is
19 education. We propose to have the claimants identify by name
20 and address, all the schools they attended to the best of
21 their recollection, beginning with elementary school and
22 continuing to secondary school and post-secondary schools.
23 Do that because the form requires the claimant to identify
24 the scout unit number and the physical location of the
25 scout -- of the unit where they were abused and allow or

1 identifying or causing the claims to provide substantial
2 information about their education allows us to cross-check
3 the information about where the person said he or she was
4 abused.

5 Also causing the claimant to identify all of the
6 schools where he or she attended and the periods and the
7 highest degree they earned also allows us to cross-check the
8 alleged impact of the abuse when it comes to education. If
9 someone achieved a Ph.D. or a BA, that may tell us something
10 as we're going into a mediation (indiscernible) or in this
11 process, Your Honor, about the valuation -- the number and
12 the valuation.

13 The same is true with regards to employment, Your
14 Honor. The proof-of-claim form, as proposed by debtors,
15 asked the person to state his or her current employment
16 status. We have proposed to amend the form to ask the
17 claimant to list all of their employment history dates and
18 for each job and location. Again, the effects portion of the
19 proof-of-claim form says do you believe that the abuse has
20 affected your employment?

21 We think that information which is purely factual
22 allows us to cross-check that answer and also allows us to
23 have an effect or causing -- allowing all the parties to have
24 a better understanding of the valuation of that claim
25 depending on how the information squares or it does not.

1 The same, Your Honor, is true with regard to the
2 claimant's involvement with scouting. The proof-of-claim
3 form, as proposed by the debtor, asks the claimant to state
4 whether he or she has ever been affiliated with scouting
5 and/or a scouting program.

6 We propose to ask the claimant to identify all
7 involvement with the Scouts, including units and positions
8 and the various Boy Scouts, Cub Scouts, Exploring Scouts, Sea
9 Scouts, and also ask whether they're currently involved in
10 scouting; again, let's us cross-check and lets us form an
11 opinion on what effect the abuse had on a person in terms of,
12 perhaps, the trust that he or she had in scouting and, again,
13 we believe goes to valuation.

14 The other question that we believe, Your Honor, is
15 appropriate for consideration is to ask the claimants if they
16 suffered other unrelated forms of abuse, unrelated to Boy
17 Scouts. We're not suggesting in any way that if the answer
18 is yes, disqualifies the claimant from participating in their
19 claim against the Boy Scouts, but we do believe it's relevant
20 and we're not trying to inflict any injury or emotional harm
21 to the people doubting what they've already experienced.

22 We do believe it's relevant because if there are
23 contributing causes to the same injury, then it could affect
24 one view of the valuation of that injury both, on an
25 aggregate and on an individual basis, Your Honor.

1 Those are the factual questions, Your Honor,
2 unrelated to act of sex abuse or anything along those lines
3 that we would ask the Court to consider to include in the
4 proof-of-claim form, again, purely factual questions, Your
5 Honor. Thank you.

6 MR. SCHIAVONI: Your Honor, Century has some
7 additional ones. We can deal with Hartford's first, then
8 ours or however you want to proceed.

9 THE COURT: No, let me hear yours.

10 MR. SCHIAVONI: So, Your Honor, we heard Mr. Stang
11 talk about the elements of liability, really. He collapsed
12 them, really, just into was someone injured. But whether
13 there's proof, you know, there's some questions that go to
14 just basic elements of was a tort committed on you that
15 required the tortfeasor to be identified, but to the extent
16 that's another scout or some other person, that doesn't
17 establish liability with respect to the Boy Scouts of
18 America.

19 There were questions in a prior form of the order
20 or the form that went to, you know, the fundamental elements
21 about whether or not the Boy Scouts were, in fact, committed
22 a tort of failing to warn or, themselves, you know, weren't
23 actually negligent in the particular instance. They're very
24 basic questions. They were taken out by the tort -- by, I
25 believe, either the tort claimants or the Boy Scouts in this

1 draft over the weekend.

2 We just asked for a basic series of questions that
3 asked, Did you or anyone on your behalf ever contact the Boy
4 Scouts about abuse? And if the answer is yes to that, who
5 was it and when at the Boy Scouts did you or this other
6 person on your behalf contact the Boy Scouts?

7 If there was a writing sent to the Boy Scouts
8 conveying that, please attach it, provide it. If the person
9 knows -- if the claimant otherwise had some reason to
10 personally know or any reason to believe that the Boy Scouts
11 knew about the abuser to provide that -- to say so and to
12 provide some specific information about that, who was it at
13 the Boy Scouts who knew about this abuser, how did that
14 person learn of that information, that's sort of the sum of
15 it. It's attached to our submission.

16 And then just one other way that sort of gets at
17 something that Mr. Ruggeri said that's a very common question
18 in these sorts of noticing programs is have you asserted or
19 have you filed a claim asserting abuse in any other case or
20 bankruptcy, sexual abuse, and if so, what is that case or
21 bankruptcy?

22 THE COURT: Okay.

23 MR. WINSBERG: And, Your Honor, if I may? Harris
24 Winsberg on behalf of the Allianz insurers. We filed
25 joinders to the Hartford objections and we support the

1 positions and believe that the additional information will be
2 helpful in assessing the value of the claims.

3 THE COURT: Thank you.

4 MR. WINSBERG: Thank you, Your Honor.

5 THE COURT: Ms. Boelter?

6 MS. BOELTER: Yes, Your Honor. Let me just
7 respond briefly to the additional questions, and I think,
8 probably the TCC should weigh in more particularly.

9 I'm just starting with the few points that were
10 made by Hartford in connection with educational history, as
11 well as employment history. On the form that was originally
12 proposed, I believe, by Hartford and attached to their
13 pleading, requested that individuals describe their entire
14 educational history from, I assume, kindergarten through
15 post-graduate degree, and details pertaining to those
16 schools. They've also asked for the entirety of the
17 employment history.

18 From the debtors' perspective, we don't deny that
19 that information would be extremely helpful; however, when we
20 were reviewing the proof-of-claim form, we needed to balance
21 the sensitivities that Mr. Conte spoke of and that we've
22 heard from Mr. Stang on numerous times with the burden of the
23 form, itself, which is why we ultimately agreed with the TCC
24 to remove those particular questions.

25 With respect to the questions that Mr. Schiavoni

1 pointed out, if you look at, again, Docket 667-2,
2 Exhibit B -- and I'm looking at -- if I can figure out what
3 page -- I think it's going to be Page 67 of 75 of the PDF or
4 Page 10 of 16. We did, in fact, remove the question
5 pertaining to did you or anyone on your behalf tell someone
6 involved with scouting about the abuse?

7 But we rephrased the questions so that they were
8 less harmful on the abuse survivor and less burdensome for
9 the abuse survivor to read. So, you'll see N specifically
10 says: Did you tell anyone involved in scouting? O: Have
11 you ever reported the sexual abuse to law enforcement or
12 investigators? And then P: If you can remember anyone that
13 you may have ever told about sexual abuse at the time,
14 including anyone involved with scouting, friends, relatives,
15 and/or law enforcement, please list their name and when you
16 told them. So, we did, in fact, maintain that concept. I
17 understand that it may just appear slightly different than
18 how Mr. Schiavoni would like to see it.

19 And then, finally, I think he pointed out on the
20 additional information, which is Part 6, if you go to Page 13
21 of 16, I think he submitted that we removed the question
22 concerning whether prior bankruptcy claims had been
23 submitted.

24 That's just not the case. We still state, Prior
25 bankruptcy claims, have you ever filed any claims in any

1 other bankruptcy case relating to the sexual abuse you've
2 described in this proof-of-claim form?

3 This question is still in. We think it's
4 relevant. There is overlap between, for example, sexual
5 abuse claims asserted against the Boy Scouts and, for
6 example, the Diocese of Guam. So, we have seen, which is in
7 bankruptcy, for Your Honor's benefit. So, we have seen that
8 and we have maintained that question.

9 So, from the debtors' perspective, while we are
10 always supportive of getting more information rather than
11 less information, we were put in a position where we really
12 needed to balance concerns about abuse survivors, concerns
13 about putting together an overly burdensome proof-of-claim
14 form with, you know, the practicalities of getting not only
15 the TCC and other constituents onboard, but getting this form
16 approved so that we can launch it and get this process
17 started.

18 MR. SCHIAVONI: Your Honor, this is Mr. Schiavoni.

19 And just to be clear, the questions that we posed,
20 I just posed to you a second ago, were in the debtors'
21 original form. Ms. Boelter, herself, proposed in P, which
22 was deleted, the question. The two she read just leaves a
23 sort of, you know, it's a sort of leading, yes-no, that by
24 itself provides no confirmatory response.

25 Did you -- so, the yes-no is, Did you or anyone on

1 your behalf inform anyone in scouting, yes-no, end of story.

2 The next one is, Did you ever tell anyone who was
3 in law enforcement, yes-no, end of story.

4 What the debtor had is P, the one that followed
5 was, If your answer to either of the previous two questions
6 is yes, please state the name of each person who was told,
7 the date when they were told, and the person's relationship
8 to you.

9 That information, yeah, it's critical toward
10 establishing whether or not the Scouts were really liable or
11 not. It's an element that goes to *prima facie* liability
12 here. It's not at all burdensome to pose that question. The
13 debtor, itself, proposed the question. It's very
14 straightforward and it elicits information that would be
15 extremely helpful in winnowing out good claims from bad
16 claims.

17 The same thing with the change on this, the last
18 question. Yes, there's a question in there that asks, Did
19 you file a proof of claim for this abuse, this very abuse in
20 this bankruptcy?

21 Well, of course, that question, in essence, has
22 been neutered because, no, it's like this is the proof of
23 claim for this case, right. As Mr. Ruggeri laid out, to the
24 extent there's been claims for other abuse by the same
25 person, it goes to how the -- it goes to causation on the

1 damages for the individual claim. It's not harmful; it's
2 very straightforward. Did you file a proof of claim in
3 another bankruptcy for sexual abuse, period?

4 MR. STANG: Your Honor, I'd be happy to address
5 these on behalf of the committee, and, Your Honor, I'd point
6 out that, again, if you had questions regarding the impact of
7 some of these specific items on survivors, Dr. Conte is still
8 on the call and he can answer your questions directly.

9 There has to be a difference between the questions
10 in a proof-of-claim form and discovery, not just because
11 there should be a difference. I think at one point, I don't
12 know if it was the Hartford one objection or Century
13 objection, but I counted the additional questions, including
14 subparts. There were over 30 and it just highlighted to me
15 that this is an effort to conduct discovery for defenses, yet
16 survivors, whose cases are stayed, do not have an opportunity
17 to conduct discovery against the Boy Scouts, the local
18 organizations, given the preliminary injunction, and the
19 charter organizations. And so, this feels very much like a
20 one-way process as we get into questions that have the tenor,
21 tone, and numerosity of interrogatories.

22 Now, to address the specific issues, if I stopped
23 my education at high school, why do they want to know where I
24 went to elementary school? Why do they want to know where I
25 went to high school?

1 Do they want to see if I'm lying about whether I
2 got a high school diploma? If I say I have a Ph.D., why do
3 they need to know my high school and the dates I attended?

4 Because maybe they want to contact that high
5 school. Maybe they want to contact the teachers or they can,
6 through year books, discover my classmates. So, there's no
7 restriction here when we start to give them this information
8 about whether they will go and tell people who had no
9 knowledge that I was sexually abused. Hey, you know, did
10 that happen to Jim?

11 The same is true with the employment. I get what
12 counsel said. If you say you can't hold a job, they'd like
13 to know how many jobs you couldn't hold, but are they going
14 to start calling employers?

15 Why is Century Insurance Company calling my
16 employer to ask about whether I had issues with authority?
17 What is that about? And so, there are no protections here,
18 given the information that they're eliciting.

19 I am currently an adult scout volunteer. Why does
20 that matter? Does it mean I wasn't abused because I'm going
21 back to Scouts or does it mean that I care a lot about boys,
22 I want to protect them from what happened to me, so I'm going
23 to be a scout leader.

24 I don't understand where the question takes them.
25 It takes them to lots more questions, but they will cast

1 doubt on the validity of a claim if I decided that I was
2 going to do the hard thing and go back to the organization
3 where I was abused and try to protect kids again.

4 Other unrelated abuse, counsel said it, this is
5 causation. This is damages. I mean, this is a claim form.
6 If they want to ask -- if they want to try to make some kind
7 of link that the abuse I suffered at scouts is somehow, you
8 know -- I don't even know where they're going with this, to
9 be honest with you. I don't get it.

10 I echo what Ms. Boelter said and for all that I
11 said before about sensitivity and the Boy Scouts, they were
12 right on this one. They were right to take the questions
13 regarding these basic elements that counsel mentioned. You
14 know, some of them implied a legal conclusion, so, it's
15 effectively, you know, were the Boy Scouts negligent? And
16 how is someone going to answer that?

17 These questions regarding notice, they're legal
18 questions. The Boy Scouts may have known about a particular
19 volunteer, even though I never told my parents that I was
20 abused or my parents, having been told, didn't tell the Boy
21 Scouts. Because the Boy Scouts might know about that
22 volunteer being an abuser. That's the one-way discovery
23 aspect of this.

24 As I said earlier, no one is saying that if these
25 insurers or the Boy Scouts -- I don't think the Boy Scouts

1 were intending to -- but the insurers or other parties in
2 interest want to file objections to claims and start a
3 process, that's fine. And it doesn't have to be one by one.
4 It can be dealt with in kind of a -- depending on how many
5 claims they have questions about, we can try to deal with it
6 in some global fashion.

7 But adding another 30 questions to this proof-of-
8 claim form aims to turn this into a discovery project with no
9 protections to survivors on the follow-up and how they use
10 this information, and the survivors' hands are totally tied
11 in terms of them being able to take actions to establish
12 their cases more completely, given the automatic stay.

13 That's all I have on that, Your Honor.

14 MR. SCHIAVONI: Your Honor, Mr. Stang really wants
15 his cake and eat it, too. He wants the effect of 502's *prima*
16 *facie* presumption, but, you know, he's got a form here that
17 doesn't provide the basic elements to establish the Boy
18 Scouts' liability as opposed to the tortfeasor that actually
19 physically did the abuse. The basic questions that go to who
20 and when did you tell at the Boy Scouts and, you know, the
21 documentation that support that go right to a necessary
22 element.

23 THE COURT: I don't think it goes to a proof-of-
24 claim form.

25 The -- let me ask you this, Mr. Stang, in terms of

1 the question that asks what type of scouting unit were you
2 involved with and then it has to check the box for the
3 different types, what harm would there be in, in asking for
4 their troupe numbers or something that identifies a
5 particular location?

6 MR. STANG: Your Honor, I think, first of all,
7 there's no harm in that, but I think it's asked already.
8 Section -- question G says: What was the scouting unit
9 number?

10 This is -- I (indiscernible) Boy Scouts, so some
11 of this language doesn't necessarily -- I can't really say
12 whether it works or not, but the unit number, I think, was
13 meant to be troupe number, I mean, that's how I would
14 interpret it. Location, again, that kind of, you know, I was
15 in Miami Beach, Florida, and my elementary school and if I
16 don't remember the troupe number, then I can remember the
17 chartered organization.

18 Now, look at H; it gives you that information. We
19 actually call people out a little bit saying, Was it a
20 church? Was it a school? Religious institution?

21 So, I think those questions are there and to
22 (indiscernible) those points, the local councils maintain
23 troupe rosters. I won't speak to how far they go back. They
24 know. I don't. That troupe roster shows you who was your
25 scout volunteer, who is the chartered organization -- when I

1 say, "scout volunteer," there are obviously several in the
2 troupe -- they show at least who the head is, if not all of
3 them -- it shows every child's name.

4 Now again, I'm not going to speak to how long they
5 maintain these rosters, and so --

6 THE COURT: Thank you. I see that information.
7 It actually looks like you asked for the same information
8 multiple times.

9 Okay, in terms of the type of scouting, one is
10 more generally and one is, then, during the sexual abuse. I
11 see. Okay.

12 I'm not going to require the additional
13 information. I don't actually know if -- and certainly not
14 based on Mr. Conte's declaration or even what I heard today
15 in his testimony, that more information is necessarily
16 better. It might be different and it may or may not be
17 helpful.

18 Certainly, factual information, more specific,
19 concrete factual information about places and times and
20 things like that, that could be helpful, but I don't know
21 that the relevance of the person's education levels and
22 whether they -- whether that's a relevant factor and whether
23 they've been abused, reported the abuse, is lying, is not
24 lying, I don't know that that's relevant to anything.

25 I think this form is more than sufficient to

1 provide the debtors with information in which to be able to
2 use it to, for what I thought was the purpose, which is to
3 try to come to a consensual resolution. And I don't know
4 that more information is better and I do have a concern that
5 the more intrusive the information is or the more it suggests
6 that there's going to be contact with institutions or persons
7 that are listed, it will discourage parties, abuse victims
8 from coming forward and we don't want to do that. So, I'm
9 not going to require that additional information.

10 And the specific information that I didn't see
11 first by looking at Paragraph E, I see is in the section on
12 involvement with scouting, I see is required or requested in
13 the section on nature of the sexual abuse.

14 So, I think now we've dealt with all of the issues
15 that anyone has?

16 (No verbal response)

17 THE COURT: I'll take the silence as a yes.

18 UNIDENTIFIED: Your Honor, the TCC has nothing
19 more.

20 THE COURT: Thank you. Okay.

21 MR. ABBOTT: Thank you, Your Honor. Derek Abbott
22 here for the debtors.

23 Okay. We've gotten through one of our agenda
24 items. We have another, Your Honor, and given that we've
25 been going for almost three and a half hours, I wonder if the

1 Court would like to take a break and reconvene at some point.
2 I'm sure all the participants would welcome that opportunity.

3 THE COURT: Yes. So, it's about 1:20 East Coast
4 time. We will reconvene at two o'clock East Coast time.

5 MR. ABBOTT: Very well. Thank you, Your Honor.

6 THE COURT: Thank you.

7 UNIDENTIFIED: Thank you, Your Honor.

8 (Recess taken at 1:20 p.m.)

9 (Proceedings resumed at 2:02 p.m.)

10 MR. ABBOTT: Your Honor, Derek about on behalf of
11 the debtors. Your Honor, the one issue that was added to the
12 agenda really in the nature of a discussion of a status
13 conference was in the preliminary injunction matter. Your
14 Honor, that's Docket Item Number 13 on the third amended
15 agenda and we thought, given the timing of that, it might
16 make sense to go to that next and if that's okay with the
17 Court, I would ask Mr. Andolina to address Your Honor.

18 THE COURT: Okay.

19 MR. ANDOLINA: Good afternoon, Your Honor. Mike
20 Andolina on behalf of the debtors.

21 You know, Judge, as Mr. Abbott mentioned, this is
22 an issue that is time-sensitive, but also, we hope
23 noncontroversial. So, we're going to ask for the Court's
24 assistance and provide an update on the status of the
25 stipulation to extend the consent order.

1 As the Court may recall in late March, the Court
2 entered a consent order on a preliminary injunction motion
3 that was supported by both committees and the FCR. The
4 extension of the preliminary injunction termination date is
5 today, Your Honor, and the good news is that we have reached
6 an agreement to extend the preliminary injunction until
7 June 8th.

8 The mechanism in Paragraph 12 of the consent order
9 requires the parties to file a stipulation with the Court,
10 which we have done. Once that's stipulation is filed, the
11 consent extension is then served on all of the plaintiffs in
12 the underlying abuse actions and filed in those courts. That
13 provides a 10-business-day deadline for parties to object to
14 the extension of the preliminary injunction.

15 That period would end on June 2nd and then there's
16 a hearing date on June 8th, so not a very significant window.
17 Our hope is, and we worked diligently with the TCC, the FCR,
18 the UCC, and the ad hoc committee, that our next extension
19 would be more significant. But that's the current status.

20 One issue to raise with the Court, the Court may
21 recall during the last preliminary injunction hearing, there
22 was a filing by an incarcerated plaintiff, Mr. Swindler (ph),
23 and the Court noted at that time that Your Honor would treat
24 Mr. Swindler's objection as an objection to the next
25 extension.

1 The debtors plan to reach out to Mr. Swindler and
2 attempt to resolve that objection. If we cannot do so by
3 June 2nd, that objection would be treated as an objection to
4 the extension. We would file a reply and then I guess the
5 issue would be heard on June 8th or some other time that the
6 Court deems appropriate. But we did want the Court to know
7 that we recall that issue and we'll work to try to resolve
8 that particular objection.

9 So, the request would be, Your Honor, that the
10 Court sign the stipulation today, given that today is the
11 last day of the preliminary injunction period, and the
12 promise would be that going forward will give the Court more
13 time on the next extension period and if the parties will
14 work diligently, I think to create what should be a more-
15 efficient timing in terms of the extension. There's just a
16 lot going on and I think there's some open discovery issues
17 that we're working hard with the various committees and the
18 ad hoc committee on.

19 THE COURT: Okay. Did I hear you correctly that
20 this extension is only through June 8th?

21 MR. ANDOLINA: That's correct, Your Honor.

22 I'd be happy for the Court to extend it further,
23 but this is the deal that we reached.

24 THE COURT: I think you need to reach your next
25 vehicle because -- and I don't remember the specifics of the

1 mechanics in the stipulation, but I don't think we're
2 providing the plaintiffs an effective opportunity to object
3 to a further extension of the consent stipulation.

4 So, I understand the desire to keep the debtors on
5 a short rank, you know, a short lease, which I assume is what
6 drives this, what, not even 20-days, maybe, extension, but it
7 strikes me that I ought to be having hearings on an extension
8 before the time period lapses.

9 And I'm happy -- again, I don't remember the
10 mechanism and maybe this mechanism was built in -- but if our
11 next hearing is on June 8 and that's when this stipulation
12 expires, then what have I ordered? I think we need to be
13 having the hearing on any further extensions on that date and
14 I think we need to get that out there.

15 So, I'm not mandating that, but I don't -- the
16 timing is not working for me and it's not that it's not
17 working for me personally -- I'll review the stip and I'll
18 sign it because I, quite frankly, am not sure I have an
19 option -- but it's not working for me in terms of notice to
20 all the plaintiffs.

21 MR. STANG: Your Honor, this is Mr. Stang. I
22 think we may have been the ones driving the short extension.
23 And I don't think it's in the spirit of the stipulation
24 (indiscernible) going to what our problem is unless you
25 specifically want to know.

1 If you want a couple of more days after the
2 hearing so that you're not up against the same-day issue, we
3 want to do what makes sense for you. But the issue that
4 caused us to agree to only a short extension is one that is
5 significant to us and we didn't want to see it go out for a
6 considerably longer period of time than what we agreed to.

7 THE COURT: Okay. But then what can I expect for
8 the next one? So, when we get to June 8th, if, in fact,
9 there's going to be a consensus, when are we going to rule on
10 that extension? And if there's not going to be, then, okay,
11 there's not going to be. Then I maybe would be having a
12 contested hearing.

13 So --

14 MR. STANG: Well, I could preview the --

15 THE COURT: -- I don't need to know the specific
16 issue. I don't need to know the specific issue.

17 I'm just telling you really from a due process
18 perspective for the plaintiffs in the underlying litigation,
19 they need to have an opportunity to weigh in before an
20 extension is effectively granted without their ability to do
21 so and that's what I'm looking for in the future.

22 MR. ANDOLINA: Your Honor --

23 MR. STANG: So, Your Honor, but for this issue, we
24 would have had a much longer extension by a multiple of
25 probably at least three times. But this issue is one that we

1 felt was important. It came upon us relatively recently. We
2 didn't want the debtor to be jammed up against today's date
3 and that's why we agreed to, because they haven't had time.
4 They said they have not had time to digest and be responsive
5 to our demands and so without kicking it out too long,
6 because I think our demand is -- our intentions
7 (indiscernible) issues are a great concern to us, we said,
8 okay, we'll give you until the next omnibus date.

9 So, A, if you feel you don't want to be up -- have
10 the hearing the same day as the expiration, you know,
11 that's -- we hope that you wouldn't make it too much longer
12 in terms of the injunction, and if you're wondering, am I
13 going to see (indiscernible) 30-day extensions, I will tell
14 you but for this issue, we were negotiating a much-longer
15 extension.

16 MR. ANDOLINA: Your Honor, to address -- and you
17 must have been overhearing my conversations for the last
18 several days -- but to address the issue of due process, I
19 think the mechanism in the consent order makes perfect sense
20 in terms of notifying the plaintiffs in various state court
21 actions.

22 The problem here is that the extension expires on
23 June 6th, which is -- the 10-day period is not the issue, I
24 don't think, Your Honor. I think 10 business days is a
25 reasonable period but incentivizing them to object to

1 essentially a 4-day extension doesn't make a tremendous
2 amount of sense.

3 And I certainly don't want to (indiscernible), but
4 I do want to make clear that from a process perspective and
5 from the debtors' perspective in terms of estate resources,
6 we would hope that maybe the Court would consider -- and I'll
7 defer to Mr. Stang on this -- entering a very short extension
8 of a few days and to see if we can then come up with a
9 process that the parties may agree to for a bit more of time.

10 THE COURT: Well, I haven't reviewed the order,
11 but I will do so and I'm sure I will enter it, but I would
12 like -- and that'll take the time out to the 8th, which was
13 the agreed-upon date, but I think in the meantime, you need
14 to be looking forward for the next extension or not if
15 there's not going to be one.

16 But this short period of time, yes, I do not want
17 a series of short periods of time and, second, I am concerned
18 about the impact on the individual plaintiffs. So, I've said
19 what I've said and I assume the parties will talk about how
20 they're going to proceed in the future.

21 MR. ANDOLINA: Your Honor, I think we're all
22 committed to focusing on an extended period for the next
23 extension and I will say to the extent that there's an
24 objection in this limited period, it may be that we can
25 negotiate a process, that that objection would be handled and

1 addressed as to a longer stay.

2 So, I think that's probable with the structure
3 and, certainly, we don't want to waste the Court's time in
4 terms of a very limited extension. So, we'll work very hard
5 with the TCC and the ad hoc committee to try to make that
6 happen.

7 THE COURT: Okay. Thank you.

8 MR. ANDOLINA: Thank you, Your Honor.

9 MR. ABBOTT: Thank you, Your Honor.

10 Derek Abbott, again, for the debtors. That brings
11 us to Item Number 10 on the agenda, which was the debtors'
12 motion for entry of an order appointing a mediator. Your
13 Honor, that was filed at Docket Item Number 7. We've
14 discussed it a couple of times since, but I'll also defer to
15 Mr. Andolina on this motion, as well, Your Honor.

16 MR. ANDOLINA: Good afternoon, Your Honor.
17 Michael Andolina on behalf of the debtors.

18 Your Honor, if I may be heard on the mediator
19 motion? As a threshold matter, Your Honor, although the
20 motion was filed by the debtors, at this point, it truly is a
21 joint motion. I know that representatives from the TCC, the
22 UCC, the FCR, and the ad hoc committee of local councils
23 would like to be heard on this motion, so I will attempt to
24 be brief.

25 Your Honor, I think the consensus that we have

1 here on this motion, frankly, speaks for itself. All the
2 constituencies are now at a point where they believe that
3 engagement with mediators will help the parties make progress
4 on a path to global resolution.

5 In that regard, I can reference the issue that we
6 just discussed, with respect to discussions between the TCC
7 and the ad hoc committee. That's resulted in the stipulation
8 that Your Honor saw and the parties have worked in good faith
9 to bridge their gaps, but the debtors, and I believe the
10 other parties, do feel strongly that engaging with the
11 mediator at this point is critical to the process.

12 On my end, I've tried and I've definitely failed,
13 per our last discussion, so on some issues, I think we could
14 use some professional help.

15 I did want to address, Your Honor, the series of
16 objections from the insurers that were filed on Friday if the
17 Court will allow me to do so?

18 THE COURT: Yes, I'd like to hear a response.

19 MR. ANDOLINA: Okay. Really, I think the
20 insurers' objections fall into three categories. The first
21 is that the insurers were excluded from the process. The
22 second relates to conflicts of interest and third are demands
23 for additional terms in a mediation order.

24 On the first issue, Your Honor, as a threshold
25 matter and what is really ignored in the objections is that

1 the debtors largely through Mr. Azer (phonetic), engage with
2 the insurers on the issue of mediation extensively. And I
3 don't know if the Court received the filing this morning,
4 which is Mr. Azer's affidavit. It was filed at Document 664.

5 Did Your Honor receive that?

6 THE COURT: No, I haven't seen it.

7 MR. ANDOLINA: Okay. Well, Your Honor, I will
8 summarize the two documents that were filed. We didn't file
9 a surreply or seek leave to file a surreply, but we did file
10 a 17-page discovery letter that was sent on May 11th last
11 Monday in response to a number of the issues that are going
12 on between the debtors and the insurers, including this issue
13 on the mediator order.

14 And what that letter shows is that as early as
15 April 2nd, Mr. Azer was reaching out to the debtors for input
16 on mediators. He subsequently communicated with them on
17 April 7th, April 9th, April 13th, April 14th, April 15th,
18 16th, 17th, 23rd, 24th, 28th, 29th.

19 We don't necessarily think those emails back and
20 forth are, frankly, relevant to the Court's decision to
21 appoint the mediator, but we did want to correct the record
22 because we think the filings on Friday seriously
23 misrepresented the communications between the parties.

24 The second attachment to Mr. Azer's declaration is
25 an email from October of year regarding the November

1 mediation or as it turned out, the non-mediation. Hartford
2 suggested in its papers that it was not invited to that
3 mediation and it was somehow excluded from the process back
4 in November.

5 Exhibit 2 to Mr. Azer's declaration makes clear
6 Haynes Boone notified Hartford's outside counsel Mr. Ruggeri
7 of BSA's intent to mediate two weeks in advance of that
8 mediation. This was despite the fact that Hartford's
9 position was and has been that it has no coverage obligation
10 on any of the claims that were being mediated and that's
11 because their position is that all of BSA's sexual abuse
12 claims in the matter of the claimant, perpetrator,
13 jurisdiction abuse are one single occurrence. So, we did
14 notify them of that mediation. The email from Haynes and
15 Boone to Mr. Ruggeri is provided as Exhibit 2 to Mr. Azer's
16 declaration, and we also wanted to correct the record on that
17 fact.

18 But getting back to the process issue, Your Honor,
19 there's no question that we were in constant communication in
20 April and what our understanding was, was that it was
21 essential for the insurers for the Court to appoint a
22 specialized mediator to address insurance issues. There are
23 a limited pool of such experts and the insurers told the
24 debtors in no uncertain terms that Timothy Gallagher was
25 their first choice. The debtors agreed to accept Mr.

1 Gallagher, and after a lot of discussion, so did the other
2 parties.

3 I am confident that TCC will tell Your Honor that
4 there was extreme hesitation about adding a third mediator,
5 but the parties ultimately were willing to compromise and
6 come to the agreement in the mediation order that we
7 submitted. So, the insurers, ultimately, got number one, an
8 insurance mediator, and number two, their top choice. That
9 fact is not disputed.

10 So, a final point on the process issue, Your
11 Honor, we did want to clarify the record on the
12 communications, but we think this is, frankly, a moot point.
13 There's not a due process right for the selection of a
14 mediator, nor should the insurers have presumably what
15 they're seeking here, which is a veto over the negotiated
16 choice of the five other parties. We now have three highly
17 qualified mediators with different skill sets and expertise
18 prepared to engage with the parties immediately and we should
19 proceed accordingly.

20 So, the second issue, Your Honor, I want to
21 address was this issue on conflict. Importantly, none of the
22 insurers have raised a specific conflict that their clients
23 have with Mr. Fynn (ph) or Mr. Greene (ph), as far as I can
24 tell. Instead, they've demanded more robust disclosures,
25 which are not contemplated by the Local Rules and raised

1 issues about the relationships to many of the parties.

2 On the disclosure issue, I think the insurers
3 concede there's no requirement in the Local Rules of the
4 court that mediators complete 2014(a) disclosures; indeed,
5 under the Local Rules here, mediator appointment is governed
6 by Local Rule 9019-2(e). That section requires that
7 mediators disclose disqualifying events, which are defined by
8 reference to the standard for disqualification of a federal
9 judge. Any person selected as a mediator, "Shall be
10 disqualified in any matter where 28 U.S.C. 455 would require
11 disqualification if that person were a judge." So, none of
12 the rules, the Local Rules dealing with mediation reference
13 the disinterested standard of Section 324 or Rule 2014.

14 The insurer cites to the In re Smith case from the
15 Bankruptcy Court in the Southern District of Texas and they
16 also state that a number of Bankruptcy Courts have Local
17 Rules providing the mediator or the professional are required
18 to make 2014 disclosures. In the first instance, Your Honor,
19 we think that In re Smith is distinguishable and has not been
20 followed by any Court that we're aware of. That was a
21 Chapter 7 case where the parties selected a form bankruptcy
22 court judge to mediate and scheduled a mediation without the
23 knowledge of the Court. They then went in and asked the
24 Court for a *nunc pro tunc* appointment of the mediator. The
25 Court felt that mediation in that case was not necessary and

1 was also worried about the appearance of judicial cronyism
2 and, Your Honor, I would submit that that's hardly the case
3 here.

4 In the first instance, more importantly, Your
5 Honor, the insurers' reliance on the Local Rules from other
6 districts actually undermine their argument. Given how
7 detailed the court's Local Rules are on the subject of
8 mediation -- and I think they're covered in 919-2, 3,
9 and 5 -- if the Local Rules wanted to subject mediators to
10 disclosures under 2014 or Section 327, then it would have
11 done so. This seems particularly clear, given that Local
12 Rule 9019-2 references the term "disclosure" specifically and
13 lists the standard that I quoted above.

14 In any event, Your Honor, Mr. Greene and Mr. Fynn
15 have confirmed that they do not have any conflicts and at the
16 TCC and the debtors' request, they have provided a list of
17 lawyers they have worked with. I would note that these
18 materials were put together in a response to inquiries from
19 TCC committee members and provided to the TCC.

20 It is wholly unsurprising from our perspective,
21 Your Honor, that Mr. Fynn, Mr. Greene, and Mr. Gallagher have
22 worked with some of the various parties and attorneys in this
23 case.

24 As an aside, Your Honor, there's another factually
25 error in the insurers' papers. Sidley Austin did not

1 represent the debtor in the Takata case. We represented non-
2 debtor third-party Honda. Pachulski actually represented the
3 debtor in that case.

4 Ironically, the insurers find fault with the
5 mediators for the exact reason that the five parties
6 supporting in motion selected them. The fact that Mr. Greene
7 has served as an FCR, that he has served as a bankruptcy
8 trustee, that he's familiar with the bankruptcy and claims
9 process, the issues we discussed this morning, is an
10 advantage to all the parties; likewise, the fact that
11 Mr. Fynn is familiar with the plaintiffs' lawyers here, has
12 mediated cases, many prior sexual abuse cases. Those are
13 things that qualify him.

14 Notably, none of the parties has express concerns
15 that Mr. Gallagher has worked closely with the insurers and
16 their counsel. In the debtors' view, at least, the fact that
17 the insurers wanted his participation and felt strongly that
18 he was the right person for the job, was, frankly, a good
19 reason to include him.

20 The final issue, Your Honor, that we wanted to
21 address is the insurers' demand for additional terms in the
22 mediation order. That issue is -- primarily relates to the
23 issues of document production and from our perspective, this
24 is a wholly inappropriate and unnecessary addition to the
25 mediation order for several reasons.

1 First, as these issues can and will be ironed out
2 in the protective order. And as the Court is aware, the
3 hearing is scheduled on that item for May 29th. Again, after
4 literally months of work, all the parties, except the
5 insurers, have reached an agreement on that.

6 But I have breaking news. Yesterday afternoon,
7 the insurers requested a call with the debtors to discuss the
8 protective order. We're hoping to get all of the parties
9 together for a call on Tuesday afternoon and we're hoping to
10 avoid another Zoom party on May 29th and we will work
11 diligently to do that.

12 Second, Your Honor, Paragraph 6 of the mediation
13 order provides that the mediators and the parties will work
14 together on the structure of the sessions and the submissions
15 of the parties. Any documents issues regarding specific
16 mediation sessions can be flushed out by the parties and the
17 mediators in connection with that process.

18 And, third, Your Honor, as a practical matter, the
19 debtors have already made available to the insurers, all of
20 the documents that have been provided to other parties.
21 Since April 17th, counsel for Chubb has had access to the
22 data room that contains materials provided to counsel for the
23 committees and the FCR and the debtors have offered all of
24 the other insurers' counsel that same access, and that's on
25 Page 13 of Mr. Azer's letter from May 11th.

1 Indeed, the only documents that haven't been
2 loaded to the data room are highly confidential documents,
3 including local counsel documents that cannot be produced
4 until a protective order is entered and that brings us back
5 to the insurers' objection to the protective order. Again,
6 we hope to resolve that, but we're in a bit of a circle here
7 with them refusing to mediate and then until they have
8 documents and refusing to enter into a protective order.

9 So, aside from the document issues, I think the
10 other issue on terms the insurers propose is language on the
11 right to take discovery regarding good faith findings and on
12 Page 8 of Century's brief. Your Honor, this is yet another
13 factual error in the papers that were filed on Friday. The
14 exact language they request is actually included word-for-
15 word in Paragraph 7 of the proposed mediation order. Indeed,
16 in addition to accepting Mr. Gallagher, the parties accepted
17 a number of the insurers' proposals, with respect to the
18 mediation order.

19 So, finally, Your Honor, I just wanted to address
20 the insurers' suggestion that they have a right to veto
21 Mr. Fynn, Mr. Greene, and the parties should just restart the
22 process. This would be incredibly prejudicial to the
23 debtors, to the other parties, and to the process, itself. I
24 am confident that Your Honor now has a good sense of the
25 dynamics in this case and how challenging it has been to get

1 five different parties not only to agree to a three-person
2 mediation team, but to craft and agree to a mediation order
3 that is both, thoughtful and flexible, and provides for the
4 addition of additional mediation parties.

5 We've done that here, Your Honor, and we've also
6 adopted and order that accepts the insurers' top choice of
7 the mediator. We respectfully request, Your Honor, that the
8 Court enter the proposed order without further delay.

9 THE COURT: Thank you.

10 MR. LUCAS: Your Honor, this is John Lucas for the
11 tort committee, may I be heard?

12 THE COURT: Yes.

13 MR. LUCAS: Your Honor, the tort committee fully
14 supports everything that Mr. Andolina said, but I wanted to
15 make one quick correction. That my firm did not represent
16 the debtor in Takata but represented the tort committee.

17 Your Honor, the mediation order, as Mr. Andolina
18 stated, reflects substantial compromises with the insurers,
19 none of which were really mentioned by insurers. The TCC
20 believes that Fynn and Greene have sufficient knowledge of
21 insurance issues from other mass-tort cases and another
22 insurance mediator is really unnecessary, will add cost, and
23 might complicate the process; nevertheless, the BSA persuaded
24 the TCC not only to accept the concept of an insurance
25 mediator, but to accept Mr. Gallagher, who the insurers

1 agreed to, as part of a global, consensual deal on the
2 selection of mediators.

3 The proposed mediation order is an agreement among
4 all stakeholders and itself is a compromise among the
5 mediation parties. Whether by design or mistake, the
6 insurers suggest that the proposed mediation order is an
7 agreement between the debtor and the TCC. That suggestion is
8 wrong.

9 The proposed order is the product of consensus
10 reached among the debtor, the TCC, the UCC, the FCR, and the
11 ad hoc local council committee, as well as the insurers,
12 themselves, as established by the inclusion of Mr. Gallagher
13 and the acceptance of many of their comments, which in the
14 end, reflect a carefully constructed set of compromises. The
15 Court can and should assume that Fynn and Greene and also
16 Gallagher were not the first two choices of the mediation
17 parties. After numerous discussions, Fynn and Greene, then
18 Gallagher, were deemed acceptable to the proponents of the
19 package.

20 The objectors do not challenge Fynn and Greene's
21 qualifications. They just demand more disclosure concerning
22 possible conflicts. The objectors do not contend, nor could
23 they do so credibly, that Fynn and Greene lack the skills and
24 expertise to conduct the mediation; instead, the insurers
25 want more disclosure in an attempt to delay the process.

1 The insurers had more than a month to address this
2 issue, as reflected by BSA's counsel and in a letter filed by
3 Haynes and Boone yesterday, the Azer letter on May 11th.
4 There were numerous emails sent on behalf of the debtors
5 trying to get the insurers to engage in the process. There
6 is no evidence that the insurers made any effort to
7 communicate directly be Fynn and Greene or that the debtors
8 prevented them from doing so. And when the TCC had
9 questions, that's exactly what they did, is they contacted
10 Fynn and Greene and had those questions answered.

11 The insurers apparently did, however, conduct
12 their own research and despite presenting what in the public
13 record, they are still unable to identify any disabling
14 conflict for Fynn and Greene. This objection should be seen
15 exactly for what it is: an attempt to delay the process.

16 The insurers' demands for a provision concerning
17 common interest materials is inappropriate and should be
18 rejected. Issues concerning the scope and application of
19 common-interest privilege have no place in a mediation order
20 because that is an issue between the debtor and the insurers
21 alone.

22 Moreover, the proposed protective order addresses
23 inadvertent production and provides for the clawback of
24 privileged documents and the circumstances set forth therein.
25 Nothing can or should be added in the mediation order on this

1 topic.

2 In the end, the insurers suggest that the debtor
3 and the other parties are attempting to use the mediation as
4 a vehicle to cloak collusive settlements in confidentiality
5 and we believe that is absurd. There can be no secret or
6 collusive settlement. Every mediation party will have the
7 opportunity to weigh in on all proposed settlements and
8 (indiscernible) their own interests in any settlement will
9 require Court approval after the opportunity for all
10 stakeholders to object.

11 Like all mediations, there'll be private
12 discussions between and among one, some, or all the mediation
13 parties and one or more of the mediators. That cannot be the
14 basis to object, let alone, take discovery. The Court should
15 see this demand for what it is: an attempt to gain an
16 unavailable tool to challenge the process, Your Honor.

17 Nothing further here unless Your Honor has some
18 more questions.

19 MS. RINGER: Your Honor, if I may be heard?

20 THE COURT: Yes.

21 MS. RINGER: Good afternoon, Your Honor. Rachael
22 Ringer, again, from Kramer Levin, on behalf of the unsecured
23 creditors' committee.

24 I just wanted to quickly echo what Mr. Andolina
25 and Mr. Lucas have both reported to the Court. From the

1 creditors' committee's perspective, we believe that the
2 mediation structure, as now proposed, not only addresses the
3 issues and concerns that the unsecured creditors' committee
4 and the TCC have raised to date, but we believe it should
5 provide the insurers with, again, what I understand that
6 their chosen mediator to be involved in mediation of
7 insurance-related issues and the protective order, itself,
8 should, likewise, you know, provide for the protections of
9 documents that are produced in connection with the mediation
10 and the investigations that are undertaken by the TCC and the
11 UCC.

12 The UCC did not necessarily think a third mediator
13 was necessary initially, but, again, unlike the TCC, we were
14 willing to agree to this three-mediator structure,
15 notwithstanding potential additional complexities and costs
16 to try to accommodate the insurers' concerns.

17 I can confirm what Mr. Andolina and Mr. Lucas have
18 both said, that the committee -- that the creditors'
19 committee was involved in a process in negotiating the
20 mediation order, selecting the mediators. We worked with the
21 parties. We had a number of discussions among all of the
22 parties to reach resolution on those issues.

23 The unsecured creditors' committee constituency
24 has unique issues from those that involve the abuse claim and
25 that are going to need to be addressed in the context of a

1 Chapter 11 plan. So, we believe that the order, as revised
2 and as proposed by the debtors, very much reflect the
3 (indiscernible) and we believe that it should be entered so
4 we can get the mediation process underway.

5 As you've heard now from multiple parties over the
6 course of today's hearing, delaying the process any more, we
7 believe, is not in the best interests of the estates and,
8 therefore, we would ask the Court to approve the mediation
9 motion and enter the order.

10 Thank you, Your Honor.

11 THE COURT: Thank you.

12 MR. BRADY: Your Honor, Robert Brady, may I be
13 heard?

14 THE COURT: Yes.

15 MR. BRADY: Thank you, Your Honor.

16 Again, for the record, Robert Brady, on behalf of
17 the FCR, and we agree with the prior comments of those in
18 support of the proposed order appointing mediators. Your
19 Honor, this is a motion to appoint mediators in this case;
20 typically, noncontroversial, but I think Your Honor already
21 has an appreciation for some of the dynamics in this case.

22 This is a compromise by a number of parties with
23 differing views and goals in this case. To upset that
24 compromise now really would send the parties all back to the
25 drawing board and that would be greatly prejudicial to the

1 parties, Your Honor, in the form of, really, unnecessary
2 delay and additional costs.

3 So, for all the reasons you've heard, the FCR
4 fully supports entry of the proposed order appointing
5 mediators.

6 MR. MASON: Your Honor, Richard Mason, may I be
7 heard?

8 THE COURT: Yes.

9 MR. MASON: Thank you, Your Honor.

10 For the record, Richard Mason of Wachtell, Lipton,
11 Rosen & Katz. I chair the ad hoc committee of local councils
12 and my firm represents the committee. I'm also the volunteer
13 president of the Greater New York Councils, Your Honor, which
14 serves nearly 20,000 kids in New York City and is one of the
15 BSA's largest local councils.

16 Your Honor, the ad hoc committee strongly supports
17 the mediation motion. In our view, the best and, frankly,
18 probably (indiscernible) out of this Chapter 11 case is a
19 mediated one. The events in the past few months make us even
20 more convinced of that view.

21 The parties here, Your Honor, could literally
22 litigate on the issues which are extremely complex and if
23 they do, someone will win and someone will lose, which is
24 obvious in litigation and scouting, as a whole, will become
25 an artifact of history.

1 The kids we serve today, Your Honor, and I think
2 all stakeholders discovery better. We owe it to them and to
3 ourselves to take our best shot at a negotiation and in our
4 view the only way to do that is with the help of mediators,
5 Mr. Andolina's great efforts, notwithstanding.

6 I've had a lot of respectful dialogue, Your Honor,
7 with Mr. Stang and I am sure that we will have a lot more,
8 but it's very clear and it's not surprising that while we do
9 listen to and hear each other, we come at this matter from
10 have different perspectives and it's clear to me that we, the
11 BSA, and other stakeholders, we need mediators to help us get
12 to a solution if one is possible and time, Your Honor, is not
13 our friend.

14 Scouting is a popular organization today, but like
15 every nonprofit at both, the national and local level, it
16 faces diminished donations and activity as a result of the
17 coronavirus on top of the effects of this Chapter 11 filing.
18 Now, the movement is adjusting to the current virtual
19 environments with Zoom meetings and camp-ins and the like,
20 but the core of what we do, like actual, real summer camp is
21 at risk and the upcoming fall recruitment season will
22 probably be like no other and that's not necessarily for the
23 better.

24 The longer the BSA lingers in Chapter 11, Your
25 Honor, with all of it added uncertainty, the less like the

1 BSA will come out. But the congress is also true, the sooner
2 the BSA can get to a solution that works for the parties, the
3 greater the chance that scouting will emerge as a viable
4 entity that can pay its debts and serve kids.

5 Granting the mediation motion today, Your Honor,
6 is, in our view, an essential step towards that end and we
7 respectfully urge you to do so. Thank you.

8 THE COURT: Anyone else speaking in favor of the
9 motion?

10 (No verbal response)

11 THE COURT: Okay. Let me hear from the objectors.

12 MR. RUGGERI: Your Honor, James Ruggeri for
13 Hartford.

14 THE COURT: Yes.

15 MR. RUGGERI: Your Honor, this motion is
16 frustrating for Hartford. We don't object for any purpose of
17 delay. Hartford has been trying to kick in the door, if you
18 will, for a very long time. I'm disappointed that
19 Mr. Andolina said that we seriously misrepresented the
20 filings and the facts and I would encourage the Court to take
21 a look at the Azer declaration that was filed late last night
22 or this morning to get a flavor of what Hartford, for
23 example, was told in October of 2019.

24 Hartford wasn't told that there was going to be a
25 global mediation. Hartford had asked and wasn't told that

1 Boy Scouts was planning to file bankruptcy. Hartford wasn't
2 told that Boy Scouts were in discussions with anyone about a
3 pre-packaged bankruptcy filing. We know all of this through
4 the filings that have taken place in this case so far.

5 What Hartford was told is that BSA, "Is in a
6 process of seeking to mediate several additional claims that
7 triggers Hartford's coverage obligation." That's what
8 Hartford was told on October 23rd about the upcoming
9 mediation. Hartford wasn't told anything else.

10 Mr. Andolina says that Hartford's position is that
11 its policies are exhausted. That is incorrect with at least
12 one of our primary policies, which Mr. Azer's email
13 recognizes Hartford does not content is exhausted. But,
14 again, that's another statement by Mr. Andolina that is
15 incorrect.

16 All we're looking for, Your Honor, is for the
17 process to be fair. Initially, we were told, even though
18 we're a creditor again, but of only two primary carriers in
19 Boy Scouts' program (indiscernible) primary coverage pre-1998
20 that we would be allowed to participate in all aspects of the
21 mediation. There's a fight to see that (indiscernible).

22 We were told and given a slate by Mr. Azer of
23 potential mediators. Mr. Fynn wasn't on that slate.
24 Mr. Greene wasn't on that slate. There were three mediators,
25 two of whom were Ben Gallagher and Elaine Phillips and I

1 don't remember the third -- and I apologize for that -- but
2 the third was not Mr. Fynn and it was not Mr. Greene.

3 The first time we saw those names and anyone
4 uttered those names to us in this case is when debtors filed
5 their proposed order on April 30th. Mr. Gallagher was
6 suggested by Mr. Azer and Mr. Gallagher is someone the
7 insurers agreed to work with in this case.

8 If the Court focuses on the mediation order, I
9 can't even really tell where the division of responsibilities
10 is in the order in Paragraph 2, if there is a division, which
11 we submit there really shouldn't be. It says up front that
12 Mr. Fynn and Mr. Greene are employed mediators for purposes
13 of mediating the comprehensive resolution of issues and
14 claims in the Chapter 11 case.

15 Does that include insurance issues? I think it
16 must. It must because those issues are important, as the
17 Court has heard since day one, including in the argument on
18 the objection to the Sidley application, insurance is
19 important and that's why Haynes and Boone is involved in
20 handling that part of it.

21 You go down to Mr. Gallagher, what is his job in
22 this case? He's appointed as a mediator only to mediate the
23 insurance issues. Again, I don't know where the line is
24 drawn.

25 Mr. Fynn, my concerns about Mr. Fynn, I've learned

1 during the course of this proceeding that there was a global
2 mediation last November at which the debtors presented a
3 claims matrix and claims protocol. I've asked for a copy of
4 that claims matrix and claims protocol and am worried that if
5 Mr. Fynn was a mediator, he had access to that claims matrix
6 and claims protocol. The debtors have not provided me a copy
7 of the claims matrix and claims protocol. All I know is that
8 at least one of the participating parties at that mediation,
9 again, not Hartford, thought the claims matrix, the values
10 were too high and the protocol, the criteria for
11 qualifications were too low.

12 If Mr. Fynn participated in that session in
13 November, that is unfair to Hartford. I can't put the
14 toothpaste back in the tube in terms of what he saw, what he
15 learned, what he knows about the parties' respective
16 position. I can't undo what has already been done as sort of
17 a floor, if you will, for any sort of global discussions.

18 Mr. Greene, what do we know about Mr. Greene? We
19 know he has close ties to Mr. Patton. I don't know how close
20 those ties are. I believe, I dare say that the Court may
21 conclude, as it can under the Local Rule 9019-5, which does
22 not say the debtor gets a priority in choosing a mediator,
23 the choice is the Court's.

24 My guess is that there are other candidates out
25 there who may be as good, if not better, and more

1 appropriate, given Mr. Greene's connections to Mr. Patton,
2 than Mr. Greene would be in this case.

3 All I know is the only mediator on whom all three
4 or all sides of this dispute agreed was Mr. Gallagher. He
5 was vetted the proper way. He was offered by debtor to all
6 the other constituencies. We all agreed to Mr. Gallagher.
7 He's the only one to which we've agreed to anyone.

8 Your Honor, debtors, you know, in their moving
9 papers, if we can't agree on a mediator, the debtors said
10 that they were going to ask the Court to appoint a sitting
11 bankruptcy judge. Clearly, that's a nod in favor of
12 Rule 9019-5. I don't disagree with that with one tweak. I
13 don't believe that it has to be a sitting bankruptcy judge.
14 There are several recently retired federal judges in Delaware
15 who I think would be perfectly good candidates here,
16 including Judge Farnan and Judge Carey. Both are recently
17 retired. We have reached out to both. Both are interested
18 in serving as mediator and both are checking conflicts now.

19 What Hartford suggests, Your Honor, is we don't
20 need to do this in the next two days to get this ball
21 rolling. What the Court should do is decline to enter the
22 order offered by debtors and, instead, enter an order that
23 allows all the parties to offer candidates that they want to
24 offer, and we do believe that the candidates should supply
25 information consistent with Rule 2014 disclosures.

1 And if we're unable to reach an agreement, then
2 the Court can decide whether it's one or more than one
3 candidate that should serve as mediator in this case, but the
4 Court's order should also make clear that all parties to the
5 mediation are allowed to participate in all aspects of the
6 mediation. That all mediators, whether it's one or two, are
7 allowed and should mediate all aspects of the case and that
8 whatever information the debtors provided to the other
9 constituencies should be provided to the insurers.

10 It is not true to say that we have all the
11 information that the debtors provided to the claimants.
12 Mr. Azer sent me a letter that said that the debtors removed
13 information from the data room. We know that those documents
14 were provided to the claimants. So, again, that's just not
15 true as we sit here today. I hope we work through those
16 issues, but right now it's not correct.

17 So, Your Honor, we ask the Court to decline to
18 enter the order proposed by the debtors and, instead, follow
19 a process that, in our view, is more favor to the parties in
20 interest. Thank you, Your Honor.

21 MR. SCHIAVONI: Your Honor, this is Tanc Schiavoni
22 for Century, may I speak?

23 THE COURT: Yes.

24 MR. SCHIAVONI: Your Honor, if I could boil this
25 down to what this order really is about, this is a mandatory

1 order. This is not your normal mediation order that comes up
2 on the consent of the parties that have met and conferred,
3 that have negotiated, and they're now seeking mediate a
4 specific issue. This is a mandatory order that applies to
5 everyone. It delegates, in essence, the authority for
6 running the plan process to Mr. Greene. It puts in place
7 total secrecy over everything that is then done in connection
8 with the formulation of the plan under the auspices of
9 mediation privilege under the form of order.

10 Mr. Greene is -- both Hartford and Century have
11 put in the information that is publicly available about him,
12 but that information, you know, it shows that Mr. Greene, a
13 significant part of his practice is representing tort
14 claimants, future tort claimants in mass-tort cases, in which
15 he is directly hostile to insurers and has taken positions
16 hostile and taken positions on issues that he would be asked
17 to mediate here in this case.

18 He has employed Young Conaway as his counsel in
19 those cases. We're not able to access whether or not Young
20 Conaway is still his counsel, but I believe if we got 2014
21 disclosures, we'd find other connections between him and
22 Young Conaway and Mr. Patton, with whom he's also authored
23 law review articles.

24 In essence, we have the plaintiffs proposing a
25 plaintiffs' lawyer to not just mediate, but to decide all the

1 issues that are subject to mediation and then to cloak the
2 entirety of those discussions in mediation confidentiality.
3 That's an extreme concern to us, to Century, and I think some
4 of the other insurers because the policies in place here
5 provide to us, it's the most fundamental to the insurance, a
6 duty to cooperate from the debtor to the insurers. That
7 means having us at the table with them when they negotiate.

8 What we found in Imerys what happened, and maybe
9 you heard it in some of the exclusivity discovery debates was
10 that, basically, the tort claimants in that case had
11 instructed Imerys not to allow J & J to negotiate separately,
12 that all discussions had to go through the debtors.

13 We were completely sidelined there and that's what
14 our concern is here; that we'd be put in a mediation room
15 entirely by ourselves, maybe send some food throughout the
16 process, but that all of the discussions between the debtor
17 and the tort claimants would take place with a plaintiffs'
18 lawyer essentially overseeing them to our exclusion. Then,
19 with the blessing of the Court, under the terms of the
20 secrecy order that would then follow it, we'd be, essentially
21 lose all rights to the cooperation that we would otherwise
22 have.

23 The very atmosphere that collusion, you know,
24 thrives in and that's what we wanted to avoid. There's no
25 reason for this level of secrecy that is invoked by this

1 order. There's no reason to even rush to do it right now.
2 The notion that there's some sort of delay incumbent here,
3 you just heard argument this morning for several hours about
4 the necessity to have information of the claims in order to
5 mediate where the claimants have insisted that that
6 information shouldn't be provided until November.

7 It's not even clear to me how Boy Scouts can even
8 negotiate a monetary resolution of claims for which they have
9 no information and don't know what the number of those claims
10 are. So, we're all in favor -- what this motion is not about
11 is, it's not about whether or not the parties could
12 participate in a consensual plan negotiation process.

13 We'd be happy to do so and Mr. Greene could come
14 as counsel to Young Conaway and the future claimants
15 representative in that context. But if one appoints here
16 over our objection a mediator that doesn't have our
17 confidence as neutral, and I would argue just based on what
18 we already have probably triggers 2455, it sets up a process
19 that's not going to work and isn't going to instill
20 confidence and is going to taint the process because it's
21 going to draw objections later from complaints who are going
22 to contend that it shouldn't have all been held in secrecy.

23 So, Your Honor, we ask you to give thought to
24 Hartford's objections to require 2014 disclosure, but also to
25 open the process to former judges in Delaware. You've heard

1 two very good candidates. Judge Lewis, former Judge Lewis
2 from the Third Circuit is another candidate who's available,
3 as well as Ken Feinstein, who negotiated the 9/11 cases.

4 With some input from the U.S. Trustee, you know,
5 someone could be put in that would have facial neutrality if
6 there wasn't consensus among the parties. Thank you.

7 MR. WINSBERG: Your Honor, if I may speak? Yes,
8 Your Honor, Harris Winsberg, on behalf of the Allianz
9 insurers, if I may speak briefly?

10 THE COURT: Yes.

11 MR. WINSBERG: Just real briefly, I just wanted to
12 echo the comments made by Chubb and Hartford and the Allianz
13 insurers support those positions.

14 One thing to point out, Your Honor, the mediators,
15 Mr. Fynn and Mr. Greene, they were not approved -- we weren't
16 consulted before they were selected by the other parties in
17 interest and they are going to mediate things, are proposed
18 to, that are very important to us, including the treatment of
19 claims and then the funding of a trust. Those are things
20 that are really important to the insurers.

21 And the idea that you could segregate those issues
22 from "insurance issues" whatever that means, we don't really
23 think that that's realistic and we believe that the Court
24 should consider some other candidates, including some very
25 fine retired judges in your district that we think would do

1 an excellent job and bring some neutrality to the process;
2 otherwise, we have a court-ordered mediation that we believe
3 won't have a great likelihood of success.

4 And with that, Your Honor, I thank you for your
5 time.

6 MR. LUCAS: Your Honor, this is John Lucas,
7 Pachulski Stang, for the TCC. I didn't know if you were
8 going to allow proponents in favor of the motion to respond
9 to the insurers?

10 THE COURT: I'm not sure I need a response.

11 MR. LUCAS: Understood.

12 THE COURT: Let me tell you where I'm coming from.
13 I'm going to continue this motion until June 8th. My concern
14 is that unlike I think probably any order I've entered, I'm
15 mandating parties go to mediation and I'm not simply, as I
16 usually do, approving the consensual choice of parties to
17 mediation. And I want to ensure that we have a successful
18 mediation because I hear all the parties saying that a
19 mediator would be helpful and, perhaps, is critical here to a
20 successful exit from bankruptcy.

21 And I do, in that context, think it is important
22 for all parties to understand the connections of any mediator
23 or mediators who are selected, so that parties can assure
24 themselves that there is not a predisposed bias in the way a
25 mediator may view issues. So, I think while it may not be

1 necessary, it is not unreasonable to request disclosures of
2 connections as those words are used in Rule 2014, of any
3 candidate.

4 The idea of -- however, the idea of someone with
5 some expertise in the area, I think, is also not of an
6 improper or illogical criteria upon which to approve
7 mediators and so I don't necessarily rule out someone who's
8 knowledgeable, who's been involved in mass-tort bankruptcies,
9 but I think it's fair to understand that person's
10 connections.

11 Let me also say that in terms of the order, I did
12 not understand the division, necessarily, of -- in
13 Paragraph 2 between what Mr. Fynn and Mr. Greene were
14 requested to do and Mr. Gallagher. I'm not sure that there's
15 a fine line there. Perhaps there is, but it's not clear to
16 me and I certainly think the mediators, to the extent there's
17 going to be some division of duties, need to understand what
18 each of them is going to do.

19 I will also say that I'm not going to micromanage
20 the mediation. So, I'm not going to determine who's stuck in
21 a room by themselves with maybe some food and who's not;
22 going to be for the mediators to determine.

23 And I'm not going to determine the right to
24 cooperation issues and insurance contracts, either, nor, of
25 course, do I think the insurers want me to, but as I said in

1 Imerys, to the extent that the debtors aren't meeting their
2 obligations under the insurance agreements, there may be
3 consequences to that under the policies and I'm not
4 sanctioning by virtue of sending anyone to mediation on
5 breaches of contracts by anybody, nor, of course, would I
6 sanction somebody in violation of their obligations under any
7 common-interest privilege.

8 So, there's a lot of issues. I do, by the way,
9 think the common-interest privilege issue ought to be dealt
10 with in the protective order, which we're going to take up if
11 it can't be resolved, on the 8th.

12 So, those are my thoughts. I'm not suggesting
13 today whether Mr. Fynn or Mr. Greene or Mr. Gallagher is an
14 appropriate mediator or not and it does seem to me that to
15 the extent some party is concerned that one or more of the
16 candidates may skew a little in one direction, having three
17 might balance that out and be appropriate.

18 But I think in the first instance, information in
19 this context is a positive, so that parties can get
20 comfortable that we have mediators whom they can deal with
21 and you result in a successful mediation. So, I'm adjourning
22 this to the 8th.

23 Did you have anything else?

24 UNIDENTIFIED: No, Judge.

25 MR. ABBOTT: Well, Your Honor did just mention, of

1 course -- Derek Abbott for the debtors, Your Honor --
2 mention, of course, the protective order and the June 8th
3 conference. I don't know if there's anything else that the
4 parties wish to present to the Court about that in terms of
5 status today but understand we will be hearing that on
6 the 8th, Your Honor.

7 UNIDENTIFIED: I think my update served as a
8 status and, Your Honor, we hope not to see you about the
9 protective order and I'm sure you feel the same.

10 THE COURT: Okay. Well, I was going to say
11 something, but I guess I didn't have to, then.

12 Okay. So, I think we've completed the docket for
13 today.

14 MR. ABBOTT: We have, Your Honor. Thanks very
15 much.

16 THE COURT: Okay. Thank you, everyone.

17 We're adjourned.

18 (Proceedings concluded at 3:03 p.m.)

19 CERTIFICATE

20
21 I, MARY ZAJACZKOWSKI, certify that the foregoing is a
22 correct transcript from the electronic sound recording of the
23 proceedings in the above-entitled matter.

24 /s/Mary Zajaczkowski May 19, 2020
25 Mary Zajaczkowski, CET**D-531

EXHIBIT 13

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

		.	Chapter 11
IN RE:		.	
		.	Case No. 20-10343 (LSS)
BOY SCOUTS OF AMERICA and		.	
DELAWARE BSA, LLC,		.	
		.	
	Debtors.	.	
BOY SCOUTS OF AMERICA,		.	Adv. Pro. No. 20-50527
		.	
	Plaintiff.	.	
		.	
	v.	.	Courtroom No. 2
		.	824 Market Street
A.A., et al.,		.	Wilmington, Delaware 19801
		.	
	Defendants.	.	June 8, 2020
.	10:00 A.M.

TRANSCRIPT OF TELEPHONIC HEARING
BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

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Proceedings recorded by electronic sound recording;
transcript produced by transcription service.

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1 MATTERS GOING FORWARD:

2 Debtors' Motion for Entry of an Order (I) Appointing a Judicial
3 Mediator, (II) Referring Certain Matters to Mandatory Mediation,
and (III) Granting Related Relief (D.I. 17, Filed 2/18/20).

4 **Ruling: 54**

5 ADVERSARY PROCEEDING:

6 *Boy Scouts of America v. A.A. et al., Adv. Pro. No. 20-50527*

7 Second Stipulation and Agreed Order by and Among the Boy Scouts
8 of America, The Official Committee of Survivors of Abuse, and
The Official Committee of Unsecured Creditors Modifying the
9 Consent Order Granting the BSA's Motion for a Preliminary
Injunction Pursuant to 11 U.S.C. §§ 105(a) and 362 and Further
10 Extending the Termination Date of the Standstill Period (A.D.I.
76, Filed 6/2/20).

11 **Ruling: 10**

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1 (Telephonic hearing commenced at 10:09 a.m.)

2 THE COURT: Good morning, counsel. This is Judge
3 Silverstein. We're here in the Boy Scouts of America case;
4 Case No. 20-10343.

5 Ginger, can you please remind everyone of the
6 protocol for the hearing?

7 MS. MACE: It is extremely important that you put
8 your phones on mute when you are not speaking. When speaking
9 please do not have your phone on speaker as it creates
10 feedback. This also helps with the background noise so that
11 we can hear the person that is speaking and get an accurate
12 record. Also, it is very important that you state your name
13 each and every time you speak for an accurate record.

14 Your cooperation in this matter is appreciated.
15 Thank you.

16 THE COURT: Thank you.

17 Mr. Abbott?

18 MR. ABBOTT: Thank you, Your Honor. Derek Abbott
19 here for the debtors.

20 Your Honor, although there was a lengthy agenda
21 most of the items have either had an order entered or been
22 adjourned. There are two matters going forward, Your Honor;
23 Docket Items No. 8 and 10. Docket Item No. 8, Your Honor, is
24 the mediator motion from Docket Item 17 in the case. Docket
25 Item 10, Your Honor, is the further stipulation regarding the

1 preliminary injunction.

2 Your Honor, that we don't believe is contested,
3 No. 10, and some of how that has evolved will impact a little
4 bit the discussion of No. 8. So, Your Honor, I would
5 propose, unless Your Honor wishes to do it otherwise, to
6 tackle No. 10 first if that would please the court.

7 THE COURT: That's fine. As I read the agenda
8 this matter was going forward as a status conference. So,
9 let's go forward with that.

10 MR. ABBOTT: Thank you, Your Honor. And on that
11 basis I will turn it over to Mr. Andolina if I may.

12 MR. ANDOLINA: Good morning, Your Honor. Mike
13 Andolina, Sidley Austin, on behalf of the debtors. Happy
14 Monday.

15 Your Honor, you will recall that when the parties
16 were before you on May 18th the court had entered a short
17 extension of the preliminary injunction with respect to the
18 impending abuse actions until today, June 8th. Your Honor,
19 we're pleased to report that as a result of extensive
20 negotiations we now have an agreement and stipulation to
21 extend that preliminary injunction through the bar date of
22 November 16th. That stipulation was filed in the adversary
23 proceeding last Tuesday, Your Honor, June 2nd, at Docket No.
24 76.

25 The stipulation, Your Honor, provides that each of

1 the local councils, to the extent that they wish to receive
2 the continuing protection of the preliminary injunction, must
3 sign an acknowledgement and agreements on or before July 6th,
4 2020 and agree to provide certain information to the BSA on a
5 going forward basis. Your Honor, the form of acknowledgement
6 and agreement is at Docket No. 76, Exhibit 4, Pages 2 and 3.
7 This agreement in the overall stipulation was negotiated
8 between the committees, the BSA, and also the ad hoc
9 committee of local councils.

10 We want to thank Mr. Stang, and Mr. Luca, as well
11 as Ms. Ringer, and Mr. Mason and his colleagues for their
12 efforts over the past several weeks. All of the parties
13 believe this is a fair process that will keep the local
14 councils involved in the negotiations, but also provide the
15 committees the information they have requested.

16 Your Honor, as the agenda noted we did receive
17 three objections to the prior stipulation. The debtors have
18 been in touch with all three parties and they have each
19 agreed that their objections, to the extent that we are
20 unable to resolve them will be continued until the July 9th
21 hearing in accordance with the stipulation. In that regard,
22 Your Honor, the stipulation will be filed in all of the
23 pending abuse dockets and additional parties will have until
24 June 19th to object with replies due on July 2nd.

25 One additional note, Your Honor, the second

1 stipulation includes language describing an alternative
2 procedural mechanism for further extensions of a preliminary
3 injunction, specifically Paragraph 8, Your Honor, the second
4 stipulation provides that BSA may file an extension motion no
5 later than twenty-five days prior to the termination date
6 with this court and serve all counsel in the pending abuse
7 action with stipulations that sets forth a briefing
8 scheduling culminating on that extension motion.

9 The parties understood, Your Honor, that a
10 protocol along these lines was preferable to the court on a
11 going forward basis. So, we wanted to include that change
12 and alert the court.

13 I'm happy to answer any questions, Your Honor,
14 with respect to the stipulation, but the debtors would
15 request that it be entered by the court.

16 THE COURT: Thank you.

17 MR. STANG: Your Honor, this is Mr. Stang. When
18 appropriate I'd like to make a comment.

19 THE COURT: This is an appropriate time.

20 MR. STANG: It is or is not?

21 THE COURT: Yes, it is.

22 MR. STANG: Oh, okay. Sorry, Your Honor. Thank
23 you.

24 Your Honor, I'm responding to the comment that Mr.
25 Andolina made about the discovery that is connected with this

1 injunction. We are, both committees, I speak for Ms. Ringer,
2 if I may, are anticipating a substantial data download from
3 BSA that relates to the local councils. Members of the ad
4 hoc local council have delivered some discovery to our
5 committee on a professional eyes only basis and we are
6 anticipating that as local councils sign-up to this protocol
7 that additional discovery will be forthcoming as well.

8 The reason for my comments are twofold. First,
9 the stipulation was very clear, we think, that to the extent
10 the discovery we are getting from the local councils, which
11 is all being done now on a voluntary basis, is not adequate
12 or doesn't cover the topics that we feel we need that the
13 stipulation does not bar us from seeking discovery through
14 process.

15 The second thing is, and I usually don't do
16 something like this, but I'd ask your indulgence, Your Honor,
17 the release of the information to the committee's is
18 dependent on the execution of the -- or the entry of the
19 protective order. And we have several meetings lined up this
20 week with the debtor and amongst the committee that
21 anticipated that the protective order would be signed by now.
22 And I know that it's on your desk and from a scheduling
23 perspective some very important meetings when we might expect
24 an entered order in whatever version it comes down.

25 So that's it, Your Honor. Thank you.

1 THE COURT: Thank you. My goal is to enter that
2 protective order today.

3 Does anyone else wish to be heard?

4 MS. RINGER: Your Honor, its Rachel Ringer from
5 Kramer Levin on behalf of the unsecured creditors committee.

6 I don't have anything to add. I just -- Mr.
7 Stang, I think, covered it. I know he said that he wanted to
8 speak for me. I think he covered it and I certainly don't
9 disagree with anything that he said.

10 THE COURT: Thank you.

11 Anyone else?

12 (No verbal response)

13 THE COURT: Okay. I reviewed the stipulation and
14 I will enter it as requested given that there's an agreement
15 from the three objectors to postpone their objection to July
16 9th. And I will hear those objections on that date unless,
17 of course, there is a resolution ahead of time. And I would
18 encourage the parties to talk in that regard.

19 I do believe that a mechanism where parties can
20 object to a further extension prior to the time that the
21 current extension lapses is appropriate. So, I will enter
22 that stipulation which I understand to be Docket 76.

23 MR. ABBOTT: Thank you, Your Honor. Derek Abbott
24 for the debtors again.

25 Your Honor, I think that brings us to Docket Item

1 No. 8 which is the mediator motion, again Docket Item 17. I
2 will ask Ms. Boelter to address the court regarding that if
3 we may. Thank you, Your Honor.

4 THE COURT: Thank you.

5 MS. BOELTER: Thank you. Jessica Boelter, Sidley
6 Austin, on behalf of the debtors.

7 Your Honor, this is a continuation of the hearing
8 on the debtors' motion to appoint a mediator at Docket No.
9 17. As with our last hearing on this motion we believe there
10 still are three remaining objecting parties, namely the
11 objecting insurers Hartford, Century and Allianz.

12 In contrast to the last hearing, I think in light
13 of additional disclosures and filings that have been made
14 we've managed to, at least, crystalize the issues that are
15 before the court. And what I would like to do, Your Honor,
16 is walk you through what we think is still in dispute.

17 The objections, Your Honor, largely fall into what
18 I call three of the five W's; when, who and what. I am going
19 to take them in that order. That is when should a mediator
20 or mediators be appointed? Who should those mediators be?
21 And what should the proposed form of order say about the
22 mediators and the mediation process?

23 Starting with the when, when should the mediator
24 be appointed, we believe the answer is now. The other
25 official constituents in this case agree with us, the TCC,

1 the UCC, the FCR, even the ad hoc committee of local
2 councils, we all agree a mediator needs to be appointed now.
3 Now I understand the insurers pointed to some comments made
4 by counsel to the TCC pertaining to the fact the notion of a
5 global resolution of the debtors' abuse liability really
6 couldn't occur until after the bar date of November 16th.

7 And, in fact, one of the insurers even suggested,
8 incredibly, that we could use this time to take discovery of
9 our proposed mediators. Your Honor, we think that's just
10 wrong. The TCC has clarified its statement in its filing
11 that was made, I believe that was on Friday afternoon. I'm
12 not sure if Your Honor has had the opportunity to see that,
13 but the TCC, the UCC and the debtors have each identified
14 issues that could be mediated and, in fact, should be
15 mediated in advance of the bar date.

16 Just to put a little more meat on that bone,
17 you've probably seen in the agenda the identified property
18 dispute scheduling motion. We've kind of tossed that concept
19 around a few times in our pleadings and, again, in the
20 agenda, but it's really an essential issue to this Chapter 11
21 case. And the notion behind that motion was to establish a
22 schedule to litigate disputes pertaining to the debtors'
23 property.

24 When I say that I'm really referring to the High
25 Adventure Bases. The debtors believe that the High Adventure

1 Bases are restricted assets; in other words, should not be
2 made available to satisfy the claims of creditors and are
3 core to the mission in that the debtors should not be forced
4 to monetize those assets to satisfy the claims of creditors.

5 It will come as no surprise to Your Honor that Mr.
6 Stang and Ms. Ringer absolutely disagree with that position.
7 We've heard from both the TCC, and the UCC, and the FCR, as
8 well as the United States Trustee that they have a problem
9 with that scheduling motion and that they would object to it
10 very vociferously if it comes before the court. We've
11 continued to push it out because we actually believe those
12 issues are ripe for mediation.

13 We think they should be mediated. We think it
14 would be much more efficient to mediate those issues and
15 those issues are not dependent in any way, shape or form on
16 the bar date in November or even -- nor do they implicate the
17 insurers' interests. So, that is one very concrete example,
18 Your Honor, of an issue that's going to be ultimately central
19 to the plan, that can be mediated relatively immediately.

20 The second reason, Your Honor, that we think we
21 need to get started with mediation right away is, frankly,
22 the cost of these Chapter 11 cases. It's just becoming much
23 too burdensome for the debtor. If you simply look at the
24 filed fee applications which really only cover through March
25 and some of the significant retained professionals have not

1 actually filed fee applications, we've already got \$8 million
2 dollars of fee apps sitting on the docket and the debtors
3 estimate that if you project that forward through April we're
4 looking at \$17 million dollars of professional fees for \$2
5 and a half months of this case. That is absolutely not
6 sustainable for this charitable non-profit organization.

7 We cannot afford to litigate our way through this
8 Chapter 11 case. There is only one way to get there and that
9 way is to get there through mediation, through the central
10 issues that we know are going to come up ultimately at plan
11 confirmation. So, to answer the first W, the when, the when
12 is now and we think that's pretty crystal clear from the
13 pleadings.

14 So, that brings me to the second W, the who, who
15 should the mediator or mediators be. As Your Honor is aware
16 we scheduled -- excuse me, we proposed, along with the UCC,
17 the TCC, the FCR, and the ad hoc committee of local council a
18 panel of three mediators. And we really viewed this and
19 continue to view this as the perfect solution for a mediator
20 problem that we would, otherwise, encounter in this case.

21 We have three individuals that have very different
22 backgrounds and very different areas of expertise, each of
23 which we believe are necessary for purposes of mediating the
24 cases. You have Eric Green who is an undisputed expert in
25 bankruptcy mass torts. You got Mr. Finn who has mediated

1 hundreds of abuse survivor cases. And as we have all come to
2 learn during this proceeding abuse survivors have very
3 particular and sensitive issues that it really takes an
4 expert to understand, like Mr. Finn and I'm sure Mr. Stang
5 would tell us more about that. Then finally we've got Mr.
6 Gallagher who is an individual who has extensive coverage
7 mediation experience and that the parties were informed was
8 universally acceptable to the insurers.

9 So, in the wake of our last hearing, Your Honor,
10 each of these three original panelists provided the 2014
11 disclosures. And from the debtors perspective and I don't
12 want to speak for the TCC, UCC or FCR, but I think they would
13 agree nothing has changed. And, in fact, from our
14 perspective there were no surprises in those disclosures.

15 Now the insurers have wanted to make much about
16 the relationship between Mr. Green and Mr. Patton, the FCR.
17 The insurers pointed this out before, the 2014 said the same
18 thing; it's no surprise that Mr. Patton and Mr. Green have
19 worked together. They are each the foremost experts in their
20 respective areas. And it's because of that expertise that Mr.
21 Patton was selected as the future claimant's representative
22 for this particular case and it's because of that expertise
23 that Mr. Green was also selected as a mediator.

24 Notably, it's not Mr. Patton that is pushing Mr.
25 Green forward, it's the debtor, it's the unsecured creditors

1 committee, and it's the TCC. And by the way, there has been
2 no suggestion that Mr. Green has a relationship with the TCC.
3 And it's also the ad hoc committee. This was a panel of
4 three that everyone agreed to.

5 Now they also -- the insurers also make something
6 of the fact that Mr. Green disclosed that he is social
7 friends with Mr. Patton or a somewhat of a social
8 relationship. For the reasons in our paper we don't think
9 that's the disqualifying at all. Moreover, the insurers'
10 position fails to take into account the checks that are
11 already built into this mediation proposal before the court.
12 First, as we pointed out the FCR role in this case is very
13 limited. The FCR represents individuals that are currently
14 under the age of 18 and represents individuals who have
15 repressed memory. That is a very limited universe. The TCC,
16 Mr. Stang's group, represents the vast majority of the abuse
17 survivors and, again, there has been no suggestion that Mr.
18 Stang has any issue with Mr. Green.

19 I'd also point out, and I think Your Honor took
20 note of this in our last hearing, this is a three mediator
21 panel. There are two other mediators that provide a very
22 important check on each of the other mediators. That is why
23 this panel was, essentially, a perfect solution from the
24 debtors' perspective and the other constituent's perspective.
25 And then finally --

1 THE COURT: Ms. Boelter?

2 MS. BOELTER: Yes.

3 THE COURT: Do you want to explain that check to
4 me because I really -- I have never been involved in a three
5 mediator mediation and I'd like to understand what you
6 believe the check is on that, on each mediator.

7 MS. BOELTER: Yes, Your Honor. So, I think it
8 goes back to, essentially, it's a twofold response. One is
9 because of the complexity of this case each of the mediators
10 provides a unique perspective. We've got the coverage
11 mediator that provides the perspective of understanding the
12 insurers having been involved in numerous insurance coverage
13 disputes. You've got Mr. Finn who while he doesn't
14 necessarily have bankruptcy expertise he has mediated
15 numerous abuse survivor proceedings.

16 Again, as I suggested before, I think Mr. Stang
17 will tell you and as I think he's repeated often in these
18 proceedings, the abuse survivor perspective is one that's
19 emotional, it's sensitive and it requires a particular party
20 that understands abuse survivors, what they've been through
21 and the damages that they have suffered. Then finally you
22 have Mr. Green who has extensive bankruptcy expertise
23 including what may be the center of this particular
24 bankruptcy, a channeling injunction that involves releases
25 for not only the debtor, but also potentially the local

1 councils.

2 So, with that we've got expertise checks on the
3 system, but we also have checks on the system from a
4 familiarity perspective. Mr. Finn, again, is familiar with
5 the abuse survivor constituency. Mr. Gallagher is familiar
6 with the insurance constituency. Mr. Green, from our
7 perspective, actually, is quite familiar with all aspects of
8 the constituencies because he's mediated all different types
9 of cases.

10 Each of those individuals brings an important
11 check to the other. As we look at, for example, the mediator
12 order, when it comes to the process for mediation and as I
13 will get to in a moment, the issues to be mediated rather
14 than legislating how the mediators are going to interact with
15 one another we're proposing, Your Honor, that the mediators
16 confer amongst themselves in terms of the process for the
17 mediation. They will also confer with the parties as well as
18 the issues to be mediated and how they will be mediated as
19 among those mediator parties.

20 So, we believe that there are checks, Your Honor.
21 We also believe that the mediation -- you know, we took Your
22 Honor's comments to heart at the last hearing and the
23 insurers' remarks and we've modified the mediator order so
24 it's not mandatory. If the insurers don't want to
25 participate you're not mandating that they do so.

1 Now, while we continue to believe that the
2 original panel offered the, really, perfect solution for the
3 divergent interests that will be subject to the mediation we
4 also heard Hartford's counsel on the record a few weeks ago
5 mention Mr. Carey's name. I believe both Hartford and
6 Allianz mentioned Mr. Carey in their pleadings. And as the
7 debtor represented in our pleadings no one can deny that Mr.
8 Carey has extensive expertise in complicated bankruptcy
9 matters. And I don't think that anyone can call into
10 question his impartiality here.

11 I say that, Your Honor, notwithstanding the fact
12 that his 2014 disclosure did include the fact that Mr.
13 Carey's law firm is general counsel to the Girl Scouts which
14 is a member of the creditors committee and, as you know, an
15 adverse litigant to the Boy Scouts. We believe that Mr.
16 Carey can adequately deal with that and we don't think that
17 in any way should call into question his ability to mediate
18 these cases.

19 So, as we indicated in our papers if the original
20 panel is not acceptable to the court we think that Mr. Carey
21 is absolutely acceptable to mediate these disputes, but I
22 understand the UCC and the TCC may have something to say
23 about that.

24 That gets me, Your Honor, to what is in the
25 proposed form of order. As I indicated, for purposes of

1 this, sort of, opening remark I don't intend to go through
2 line by line. I imagine there are other parties that would
3 like to be heard before we get to that point, but I do want
4 to provide an overview of the changes that were made because
5 I think they really do address the concerns that the
6 remaining three objectors have raised.

7 Again, we've changed the order so that mediation
8 is no longer mandatory. We also heard at the last hearing
9 parties struggle with identifying the topics that would be
10 mediated, how that would, sort of, work vis-à-vis each of the
11 individual mediators. The order now includes a process for
12 parties to the mediation to propose a topic on notice to the
13 other parties and for the mediators to confer among
14 themselves on how to conduct the mediation with respect to
15 those topics.

16 Again, Your Honor, we thought it was probably not
17 wise to pre-legislate how the mediators would proceed as far
18 as that goes, but we did want to provide guidance in the
19 order with respect to that issue because we heard the parties
20 loud and clear that they needed a little bit additional
21 guidance in the form of order.

22 That brings me, I think, to three additional
23 issues that don't appear in the proposed form of order, but
24 were raised by Century as things that they would like to see
25 in the proposed form of order.

1 The first is Century, as they've expressed in
2 connection with the protective order, has concerns that the
3 mediation could result in the transfer of privileged
4 information by the debtors to a party that's not within the
5 scope of that privilege such as the TCC or the FCR.

6 First, Your Honor, it's our view that the
7 protective order that Mr. Stang just raised will govern the
8 provision and production of information in connection with
9 all aspects of this Chapter 11 case including the mediation
10 itself. I don't believe that's currently in the order right
11 now, but we can absolutely state that the provision of
12 information in connection with the mediation is subject to
13 the terms of the protective order.

14 And as we heard at our last hearing the protective
15 order now contains very clear language with respect to the
16 fact that individuals can't be violating privilege when
17 they're providing information in connection with these
18 Chapter 11 cases. We're happy to cross-reference that
19 language or cross-reference the protective order. The
20 mediation order, itself, is not about information sharing,
21 it's simply about the appointment of a mediator. We think
22 that should resolve that issue.

23 Second, Century has requested language in the
24 mediation order that provides that prior to the mediation
25 information that was shared with the FCR prior to the

1 bankruptcy case and what is in, essence, the predecessor of
2 the TCC, the ad hoc committee of survivors that existed prior
3 to the bankruptcy case, Century has requested that they be
4 provided that information. Your Honor, we don't think the
5 mediation order is an appropriate document to order
6 production of documents or to deal with production of
7 documents at all for that matter.

8 What I will say and we've represented this to
9 Century before and I will say it again, once the protective
10 order is entered the debtors will provide, in accordance with
11 the protective order, the information that had been provided
12 to the FCR and the ad hoc group of claimants prior to the
13 bankruptcy case. That information had been provided to those
14 constituencies prior to the bankruptcy subject to a very
15 extensive non-disclosure agreement. We view the protective
16 order as providing that same type of protection now that
17 we're in the Chapter 11 case and we're happy to represent to
18 Century that in accordance with the protective order the
19 information will be provided.

20 Finally, Century has requested in its most recent
21 pleading, by the way, I'm referring to Docket 761 filed on
22 June 2nd, a short form of, what I'll just sort of casually
23 refer to as, insurance neutrality language. Again, Your
24 Honor, the mediation order we don't believe in any way
25 effects the substantive rights of the parties. It's really

1 only intended to get the mediators appointed and up and
2 running. That being said the debtors certainly would be
3 amendable to adding some type of insurance neutrality
4 language to the form of order. In fact, I believe that
5 language may have been exchanged with insurers several weeks
6 ago if that satisfies the concern of Century with respect to
7 that topic.

8 So, that is where we are from the debtors'
9 perspective, Your Honor, with respect to the mediation order.
10 I am happy to answer any other questions or cede the podium
11 to other parties that may want to be heard.

12 THE COURT: I don't have any questions right now.

13 Let me hear from Mr. Stang.

14 MR. STANG: Thank you, Your Honor. Your Honor,
15 this negotiation leading to the three person panel was
16 evolved. It was a lot of balancing going on between what we
17 wanted and what the other parties wanted. I guess it's a
18 good compromise because we're not entirely happy, but we can
19 deal with it. That is supposedly the essence of a good deal.

20 I don't know Judge Carey. I don't think I have
21 ever appeared before him, but clearly his reputation proceeds
22 him. Notwithstanding that, Ms. Boelter's comments about Mr.
23 Finn's unique qualifications are absolutely matters of great
24 concern to my committee. Mr. Finn, as we said in our
25 pleading, is the most experienced sex abuse mediator in the

1 country and also can claim that title as to Boy Scouts sexual
2 abuse. And if we don't have him as part of this group I
3 think the likelihood of the success of the mediation, from
4 our perspective, will be in real jeopardy.

5 So, he is a very important element for us and we
6 would ask that you approve the panel as presented to you as
7 representing the balance of everyone's interests. Thank you,
8 Your Honor.

9 THE COURT: Thank you.

10 Ms. Ringer?

11 MS. RINGER: Thank you, Your Honor. Rachel Ringer
12 from Kramer Levin on behalf of the unsecured creditors
13 committee for the record.

14 I don't want to repeat what Ms. Boelter or Mr.
15 Stang said, but I think from the unsecured creditors
16 committee's perspective it was important to us that there be
17 a mediator in place that did have bankruptcy expertise. So,
18 while we understood and respected the issues that were being
19 raised by the TCC we did think it was important that there be
20 someone in place with bankruptcy expertise to deal with
21 issues that may go beyond those issues that pertain to just
22 the issues that are attended to these claims in this case.

23 So, the fact that Mr. Green not only had
24 bankruptcy expertise, but also had mass tort bankruptcy
25 expertise we thought was a positive. That is why we had,

1 through the negotiations, ultimately agreed to initially Mr.
2 Green and Mr. Finn, then to address the issues raised by the
3 insurers the inclusion of Mr. Gallagher as well which we
4 think really rounds out the slate and makes for a good group
5 of mediators that can work together on these issues including
6 the issues that we have all identified in either the debtors'
7 reply, the TCC's joinder, the UCC's joinder.

8 As Mr. Stang indicated in connection with the
9 preliminary injunction status conference discovery for both
10 committees is going to be extremely important here, and
11 getting the information from the debtors with respect to the
12 identified property motion and the question of restricted
13 assets, and getting information from the local councils,
14 chartered organizations for questions relating to third-party
15 releases and estate claims and estate releases are all going
16 to be extremely important.

17 So, from our perspective getting a mediator in
18 place now can start facilitating those discussions, those
19 negotiations which can all happen pre bar date even though we
20 understand that the TCC views that a global resolution may
21 need to wait until that point, but we think a lot of progress
22 can be made in the interim. So, we felt that this group of
23 mediators, in particular, was the right group for this case.

24 We did include in our joinder the note that, you
25 know, we recognize that former Judge Carey is eminently

1 qualified to assist here. We saw what the debtors put in
2 their reply. Given the extensive negotiations around the
3 three mediators that we are proposing we don't agree that
4 having Judge Carey get put in as the lead or sole mediator is
5 appropriate here and so we really stand by the slate of
6 mediators that's being proposed.

7 Obviously, if Judge Carey was being introduced we
8 would have to have yet another negotiation because the group
9 that is being presented through the order and through the
10 motion was the subject of a lot of negotiations. So, we do
11 stand by that.

12 THE COURT: Mr. Brady?

13 MR. BRADY: Thank you, Your Honor. Robert Brady
14 on behalf of the FCR.

15 Your Honor, as you heard, this is now a voluntary
16 mediation. The panel that's been agreed to has been agreed
17 to by all the major constituents, the TCC, the UCC, the FCR,
18 and the ad hoc committee of local counsels all, Your Honor,
19 have differing interests and yet they were able to come
20 together on this panel. It's the right group for all the
21 reasons you've heard. And we ask that the court enter the
22 proposed order that the debtor has submitted.

23 THE COURT: Thank you.

24 Anyone else?

25 MR. MASON: Your Honor, Richard Mason for the ad

1 hoc committee. May I be heard?

2 THE COURT: Yes. Mr. Mason.

3 MR. MASON: Thank you so much, Your Honor.

4 Richard Mason of Wachtell Lipton Rosen & Katz for the ad hoc
5 committee of local councils.

6 Your Honor, we support the position espoused by
7 the debtor, the tort claimants committee, the unsecured
8 creditors committee and the FCR. We do think that we're at a
9 pivotal point in this case, Your Honor. With your tremendous
10 assistance and orders we've gotten very important
11 preliminaries out of the way. We have a preliminary
12 injunction extension under a heavily negotiated framework.
13 We have a proposed protective order and we have over 200
14 local councils, Your Honor. That number, I believe, is
15 climbing. And we have submitted asset information to be put
16 into the BSA's data base for release to other parties. Even,
17 Your Honor, in a COVID environment where, at best, the
18 operations are highly constrained and at worst they are, at
19 least, for the moment shut down.

20 So, now, Your Honor, in our view we're poised to
21 begin to get to the heart of the matter. For that we firmly
22 believe that there is a need for mediation. And in a
23 mediation the first important step is parties coming together
24 to the best extent possible to select who the mediators are
25 subject to Your Honor's approval. I would echo the

1 statements made that the negotiation around the mediation
2 order and the selection of the mediators has been intense, if
3 you will, and I think that the proposed resolution achieved
4 needs a balance as much as possible so that the different
5 parties' interests can be addressed.

6 As Mr. Stang said, the TCC feels very strongly
7 that Mr. Finn should be one of the mediators. Mr. Gallagher
8 was proposed to address the insurers' concerns and for the
9 third mediator we have Mr. Green who has significant
10 expertise in bankruptcy mediations.

11 From the ad hoc committee's perspective we're
12 comfortable with that package. We would hope that it won't
13 be unraveled, if you will. Using Ms. Boelter's
14 (indiscernible) of the three W's to us, Your Honor, the most
15 important W at the moment is when, when should the mediation
16 order be entered and when should the mediation commence. And
17 we would respectfully urge you, Your Honor, to enter the
18 order today. There is much, much work to be done to see if
19 we can get to a settlement, Your Honor. I don't know that we
20 can. I'm hopeful that we can, but I think we need, with the
21 assistance of mediators, to begin to try that now.

22 For all the reasons that Your Honor has heard
23 time, unfortunately, is not a friend of the scouting movement
24 in terms of the time that this will take, not a friend to
25 ultimately a potential settlement. So, we would urge you,

1 Your Honor, respectfully to enter the order today. Thank
2 you.

3 THE COURT: Thank you.

4 Is there anyone else who wishes to speak in favor
5 of the debtors' motion?

6 (No verbal response)

7 THE COURT: Okay. Let me hear from -- I think I
8 see Mr. Ruggeri.

9 MR. RUGGERI: Good morning, Your Honor. James
10 Ruggeri for Hartford.

11 Your Honor, the first point I'd like to address is
12 Ms. Boelter's point that the mediation order is not intended
13 to legislate, how the mediation is going to work. She said
14 that we're not yet at a stage going through the order line by
15 line, but I would like to call the court's attention to
16 Paragraphs 2 and 4. And as we read Paragraphs 2 and 4 that's
17 exactly what the order is trying to do which is to legislate
18 and circumscribe, if you will, the role of Tim Gallagher in
19 the mediation.

20 On the one hand it says Mr. Gallagher is to
21 mediate insurance issues which distinguishes him from the
22 other and provides a limited role. And in Paragraph 4,
23 though, it says that the issues are going to be teed up and
24 the mediators are going to decide for themselves who is going
25 to help on the issues and how. I don't think those are

1 reconcilable. I think the last sentence of Paragraph 2 needs
2 to be stricken so the mediators do have discretion, as Ms.
3 Boelter said, to mediate as they deem appropriate.

4 The other point, going back to the check on each
5 of the expertise, if you will, the expertise checks and the
6 familiarity checks that Ms. Boelter mentioned seems to me
7 that I've heard just about everyone say with regard to the
8 bankruptcy check, if you will, former Judge Carey universally
9 has been praised as eminently qualified; qualified both in
10 respect to general bankruptcy and qualified in respect of the
11 types of bankruptcy issues that he has wrestled with in his
12 distinguished career. I don't think that the praise
13 (indiscernible) any of the others to the same degree as
14 former Judge Carey. It seems to me that he certainly should
15 be a candidate that should be invited to participate on the
16 panel. We have made the required disclosures with regard to
17 former Judge Carey.

18 The other candidate who nobody has been able to
19 raise questions about in partiality or for seconds of
20 impartiality is Tim Gallagher. Tim Gallagher is another
21 person who mad the disclosures and comes to this hearing
22 without anybody raising any questions about Mr. Gallagher's
23 qualifications or impartiality.

24 Your Honor, as the court knows, the same isn't
25 said for the other two candidates sponsored by the debtors

1 and the other committees and that's Eric Green and Paul Finn.
2 Your Honor, it's not personal the objections made by Hartford
3 and are personal for either candidate, but we now know that
4 Mr. Patton and Mr. Green worked and still work together as
5 attorney/client. We know they've written articles together
6 and we know that, in Mr. Green's words, he and Mr. Patton,
7 the future claim's representative, are social friends.

8 I don't know what social friends means in this
9 context. I don't know if it means if they go to dinner
10 together, I don't know if it means they vacation together, I
11 don't know if they means that one is the godparent of the
12 other's child. I just don't know, but we submit that the
13 disclosure of social friends is pretty extraordinary when
14 we're talking about a standard and everyone agrees on the
15 standard. The relevant standard is whether the impartiality
16 might reasonably be questioned and the cases have stressed
17 that that standard and the use of the word "might" to say
18 that if there are questions you should err on the side of
19 caution.

20 You've heard the debtors, again, today, repeat
21 what they've put in their papers, which is that Mr. Patton,
22 as the FCR, represents a narrowly circumscribed constituency.
23 We now learn that it means that the debtors don't believe
24 there are going to be many claimants to fall under the
25 category of the FCR's protection, if you will; currently,

1 claimants under 18 are those with repressed memories.

2 Well, we know one thing, Judge; it can't mean that
3 that circumscribed constituency means that the debtor don't
4 believe the FCR is important and has believed that the FCR is
5 important all along because Mr. Patton was nominated and
6 appointed by the debtors before the bankruptcy was filed and
7 invite and allowed him to participate in the last
8 (indiscernible) mediation, that Hartford was not invited and
9 allowed to participate in.

10 So, he certainly is important to the process as
11 the debtors' actions show, and I don't think, Your Honor,
12 that it means if there aren't many claimants it means that it
13 cuts in favor of his employment.

14 Now, this isn't an asbestos bankruptcy. This
15 isn't a bankruptcy where the present claimants are fighting
16 with the future claimants and their interests are misaligned.
17 This is a unique bankruptcy involving abuse victims and the
18 interests of the present claimants or perhaps because of the
19 circumscribed constituency, the future claims representative
20 are aligned.

21 And from our perspective, Your Honor, any friend
22 of Mr. Patton is really a friend of the TCC. And we know
23 from, you know, our experience, we put in there that
24 Mr. Green over the course of his career and his involvement
25 in these other bankruptcies has not proven to be a friend of

1 the insurers. And I'm not saying that that is qualifying or
2 disqualifying, but as the Court can appreciate, it provides
3 cold comfort to my client as an insurer, that Mr. Green is
4 being appointed as someone who is supposed to be neutral.
5 And, again, it's the perception issue is the potential for
6 impartiality and the standard that we're talking about here
7 gives us concern about Mr. Green.

8 Debtors also say in their papers that Mr. Green
9 wouldn't have accepted the appointment if he didn't think he
10 could be fair. I don't know about that, but that's really
11 not germane to the issue before the Court, because the Court
12 is the one who has to call the balls and strikes on Mr.
13 Green's apparent impartiality or not -- not Mr. Green to sort
14 of self-police that issue.

15 We've heard from the future claims representative
16 in the papers and, again, today, for his part, the FCR,
17 Mr. Patton merely says that Mr. Green is nationally
18 recognized an expert on these issues. No one disputes that,
19 Judge. Mr. Green is an expert and he's nationally recognized
20 as a mediator. He has a very distinguished career as a
21 mediator and worked on a lot of cases. But he's also worked
22 on cases of the parties to the bankruptcies and he also has
23 this relationship with Mr. Patton that, frankly, hasn't been
24 developed long enough for, I think, any of us to understand
25 it.

1 And we believe that our concerns are warranted,
2 that it's fair, it's appropriate to question Mr. Green's
3 impartiality and we think his candidacy doesn't meet the
4 standard to allow the Court to appoint him and, frankly,
5 there are other eminently qualified candidates to take that
6 place, Your Honor, and that one candidate, which you've heard
7 about this morning, again, is former judge, Kevin Carey, who
8 could certainly play any role that Mr. Green would play.

9 Your Honor, as to Mr. Finn, our concerns are a
10 little bit different. We were concerned about his one-page
11 disclosure when he made it because it said nothing about his
12 involvement in last fall's mediation. You'll recall the
13 papers were filed that told us about last fall's mediation
14 that involved the claims matrix, claims protocol, and the
15 papers that were filed were redacted, too. I think redact
16 seven characters or eight characters I.

17 I had a guess. Those eight characters spelled out
18 the name Mr. Finn with a space between the first and the
19 second words and we now know we were right. Mr. Finn was
20 involved in last fall's mediation.

21 They say no harm, no foul because that mediation
22 involved Chubb and Chubb is an insurer. Now, Your Honor, I
23 love Mr. Schiavoni like a brother -- maybe not like a
24 brother, maybe like a cousin or an in-law -- but I think what
25 the Court will see is that anyone who knows us, Judge, knows

1 that I don't represent Mr. Schiavoni and he doesn't represent
2 me. We do get along most of the time, but his being at the
3 mediation does nothing to ameliorate the concern that
4 Hartford has over Mr. Finn's involvement and participation in
5 that mediation.

6 And, Judge, if you look at Mr. Finn's
7 disclosure -- I may be the slowest person in the room because
8 I don't kind of understand -- on the one hand, he says he was
9 involved. He mediated one claim with Sidley Austin in New
10 York in November 2019. That one claim is this global
11 resolution that was mediated without Hartford and then
12 Mr. Finn goes on to say and he acknowledges that a matrix was
13 distributed.

14 Judge, a matrix doesn't apply to one claimant.
15 You're not talking about discussing and distributing a matrix
16 if you're mediating one claim. So, for me there's an
17 inconsistency in Mr. Finn's disclosure or maybe I don't
18 understand how he's referencing Sidley Austin. Maybe I don't
19 understand many things, but I can't work through the
20 disclosure there to reconcile it.

21 Your Honor, the other issue we raise with regard
22 to Mr. Finn was this role as claims reviewer. I think the
23 Court appreciates that it's a coveted and potentially very
24 lucrative role. We asked, we said we wanted disclosure of
25 whether Mr. Finn has asked for the job, angled for the job,

1 talking about the job, and whether he was promised the job.

2 The debtors are very careful in their response.

3 They say he had not been promised that job. They don't say
4 he has not broached the issue of whether he could serve in
5 that job capacity. They then say because he hasn't been
6 promised that job, it's rank -- our concern is rank
7 speculation.

8 Well, it's not, Judge; again, they didn't say they
9 haven't had discussions about who's going to be the claims
10 reviewer. They didn't say Mr. Finn hasn't asked about that
11 role. And we know from his work in other cases that he has
12 been able to, you know, play the role of mediator on the
13 front side prior to confirmation, on the backside, then play
14 the role of claims reviewer. That what he did in the
15 Archdiocese of Milwaukee case.

16 And, Judge, the other point I would just put a
17 fine point on is that, again, this is not a small job. It's
18 not chump change. We're talking about a job on a claims
19 reviewer on the backside that potentially pays millions of
20 dollars here. We see Mr. Finn bills out at \$1500 an hour.
21 We've heard in this case already that some parties expect as
22 many as 7,000 claimants to file claims.

23 You know, if Mr. Finn spends 15 minutes on each of
24 those claims, you know, we're talking about millions of
25 dollars that he will earn, and that's where the real money is

1 in this case for someone such as Mr. Finn, and that gave us
2 concerns. If he's had discussions about that or wants that
3 job, we know who makes the nomination, subject to the Court's
4 approval or the claims reviewer, pursuant to the process
5 that's approved by the Court. It's the claimants. And if
6 Mr. Finn wants that job, we have concerns about his
7 impartiality and whether he could be fair to the insurers'
8 interests.

9 Judge, for those reasons, we think that the two
10 candidates who are eminently qualified, to borrow debtors'
11 phrase, are former Judge Carey and Tim Gallagher and that
12 they would work together well and I don't think the Court
13 should legislate their particular roles or minimize one over
14 the other's. I think the last sentence of Paragraph 2 needs
15 to be stricken from the order and they both would serve the
16 interests of all parties fairly, impartially, and well, Your
17 Honor. Thank you.

18 THE COURT: Thank you.

19 With respect to Mr. Finn and this idea that he
20 might want a subsequent job, can't we solve that pretty
21 easily by indicating that the mediator job is the mediator
22 job and it's not a springboard to anything else and that the
23 mediators, in fact, shouldn't be or won't be retained on any
24 subsequent engagements.

25 MR. RUGGERI: Thank you, Your Honor. I thought

1 that's what we would be able to flush out through our
2 objection, but the (indiscernible) was made that he hasn't
3 been promised a job, but, yes, your inquiry could be made and
4 that assurance could be provided.

5 THE COURT: Well, I'm not talking about an
6 assurance. I'm talking about my determination that --

7 MR. RUGGERI: Understood, Your Honor.

8 THE COURT: -- the mediators are not going to be
9 subsequently employed in other capacities.

10 You know, as far as -- let me ask you this -- as
11 far as Mr. Finn's participation in what I understand to be a
12 two-day sales mediation, I'm not anticipating this is a two-
13 day mediation, not from everything that people are telling
14 me. And I understand that Hartford wasn't involved, but as
15 in any mediation, the mediators are going to meet with the
16 group, the mediators are going to meet one-on-one,
17 presumably, with each of the parties to be getting
18 information from them on their perspective views which may or
19 may not be shared with the other parties to the mediation.

20 So, I'm trying to understand more the concern that
21 Mr. Finn received a matrix, which he says he does not recall
22 and he doesn't have -- he didn't keep -- and what do you
23 think that concern is?

24 MR. RUGGERI: I wasn't at the mediation, so I
25 can't speak from firsthand knowledge, but I think all I've

1 learned about the matrix and the mediation is that it was
2 distributed and at least some of the parties thought that the
3 values were too high and the criteria was too relaxed, if you
4 will.

5 So, I worry that Mr. Finn comes to the table --
6 and I don't know, but it's possible -- that a global offer
7 was made in the context of that mediation and it may or may
8 not have been projected and those discussions could have
9 taken place. So, the floor, if you will, could be
10 established.

11 And, certainly, what Mr. Finn learned at that
12 mediation, he can't wipe his mind clean of and our objection
13 there is that we didn't have an opportunity to participate
14 and sort of navigate on those issues or dealing with those
15 issues before, you know, certain views may have been formed.

16 So, we think it's more fair to Hartford if someone
17 comes in to the process who hasn't been, I wouldn't say, you
18 know, affected, Your Honor, but certainly influenced, at
19 least, or educated on those issues from the perspective of
20 the parties that didn't include Hartford.

21 So, we're worried about a floor being established,
22 that he can't take away what happened there, but in terms of
23 the specifics of what was said there, I don't know because I
24 wasn't there. I just know what I've learned from the papers.

25 The other point, Your Honor, is that we have asked

1 for the matrix and the protocol and so far, we have not --
2 they have not been provided to us. And we've been told as
3 recently as last week that it will be provided to us once the
4 Court enters the protective order, but we don't have it, so I
5 don't even know what it says in terms of the value to the
6 criteria, Judge.

7 THE COURT: Thank you.

8 Mr. Schiavoni, the brother/cousin/in-law?

9 MR. SCHIAVONI: Your Honor, I noted how slickly my
10 brother transitioned from calling me a brother to an in-law,
11 and knowing my own family, I sort of wondered about that and
12 I'm going to follow-up with Jim about that later.

13 But I'd like to just focus on something a little
14 more basic than what Mr. Ruggeri covered. Your Honor is very
15 familiar with the In re Congoleum decision by the Circuit and
16 there's two aspects of that decision or I guess it's really
17 one aspect that I would like to just suggest gives some
18 guidance about how to approach this kind of motion in this
19 case.

20 The Court, a panel, a unanimous panel and that
21 Court found that the insurers had a fundamental interest in
22 the integrity of the process. The Court really emphasized
23 the process and the decision. A good deal of the oral
24 argument, the questions from the panel focused on that
25 integrity of the process.

1 And then the Court in its decision on the last
2 page talks about how in a case where a mass-tort case where
3 insurance is at issue and debtor wants a release,
4 essentially, at all costs, it's particularly important,
5 because of how the incentives line up and how many of the
6 lawyers involved can be incentivized by goals that are
7 different from a normal bankruptcy, where here we have
8 contingencies driving a significant number of the tort
9 claimant lawyers, that it's important that the Court
10 exercises particular vigilance on the process.

11 And let's be clear like what is really happening
12 with this order. Changing it from voluntary to mandatory is
13 from our perspective, Chubb's perspective, it's really
14 illusory. It's not what's at issue here.

15 Because we've seen what's happened in the
16 mediation in Imerys and these other cases, which is
17 completely excluded. You know, in Imerys, there's sort of
18 like a, we're just sort of put in a different room on a
19 different floor by ourselves and not -- so they can say we
20 participated, but there's no participation.

21 Here, the order purports to basically put in place
22 confidentiality, mediation confidentiality on, in essence,
23 the entire plan formation process and then puts the plan
24 formation process in the hands of a gentleman who may be very
25 knowledgeable about bankruptcies, but who represents tort

1 claimants, the future claimants in four to seven different
2 cases. He represents them there now. He aggressively
3 advocates a particular set of positions, has done that over
4 and over again, and has, as his lawyer in those cases, the
5 FCR and his counsel in this case.

6 Here, we think transparency is absolutely
7 fundamental to this process and important to it, but I just
8 want to give you just, like, one very basic concern that
9 jumps out immediately. You just heard Ms. Boelter say that
10 in the face of the tort claimants saying they don't want to
11 negotiate the claims until the bar date -- and by the way,
12 it's hard to imagine like how you could really have a
13 settlement without negotiating the claims -- but they want to
14 focus on the "high-adventure facilities."

15 And just a very brief moment on what those are is,
16 those are, the Boy Scouts developed these sort of large
17 properties into kind of Boy Scouts amusement parks. They
18 physically, like, spent money on all kinds of amusements at
19 the facilities. They spent hundreds of millions of dollars
20 on this and lenders, very-big lenders spent a lot of money on
21 this.

22 The main lender is JPMorgan. There's lots of
23 bonds involved in that. The plan that was proposed seems to
24 suggest that JPMorgan should be completely unimpaired as part
25 of the bankruptcy.

1 What they want to negotiate first is the carve-out
2 of all of these properties where JPMorgan is involved as the
3 lender to, you know, any participation in the bankruptcy.

4 Well, in Ms. Boelter's declaration that she
5 submitted as part of the disclosures for the retention,
6 JPMorgan is identified as a current client of the firm.
7 Mr. Cohen (phonetic), the man who signed the retention
8 agreement for the Boy Scouts, is JPMorgan's counsel. He --
9 this is perhaps Sidley Austin's biggest client today. They
10 represent JPMorgan in dozens and dozens of bond offerings.

11 So, submitting the very first issue to a
12 completely confidential, completely mediation-disclosed,
13 covered type of proceeding removes all checks and balances
14 about how that will go forward and it puts it in the hands of
15 someone who doesn't have the experience as a judicial
16 officer, but is interested as an interested party, has an
17 interest in sort of like in outcomes of these cases.

18 We would suggest that this is not the way to go,
19 that this is just going to cause problems down the line.
20 It's going to leave the bankruptcy subject to taint and
21 challenge.

22 Former Judge Carey, as a judge, wrote a decision
23 in Tribune that really talks about the interaction between
24 this extensive mediation confidentiality and the plan process
25 and what discovery is proper and whatnot. It's an issue that

1 can cause chaos.

2 We don't think you need to have a mediator
3 covering the entire plan formation process. There's no
4 reason they can't discuss, negotiate these kinds of issues
5 without that kind of cloak. But if Your Honor is going to
6 pursue that cloak, put it in the hands of someone trusted
7 with some integrity.

8 What we saw in Blitz, by the way, was even after a
9 deal was struck with the committee, there were groups of tort
10 claimants who objected to the deal, challenged it. Having
11 former -- at this point, I think it was Judge Gross served as
12 the mediator, that helped get that case done and it sort of
13 quashed some of the challenges about what had happened.

14 Leaving Mr. Green and Mr. Finn in there, it's just
15 an invitation for issues down the line.

16 The notion that there's been some sort of
17 extensive negotiation and that these fellows are the result
18 of extensive compromise, there's no record to support that at
19 all. I haven't seen anything to suggest that anyone but
20 Mr. Finn was suggested by the committee or ever considered,
21 nor have I seen anything, there's nothing in the record that
22 suggests that anybody but Mr. Green was suggested and
23 proposed.

24 The other constituencies here, it's sort of an
25 echo chamber among them about what they want to do, but

1 they're aligned in the same pursuit of getting this done.
2 The creditors want the lenders to be unimpaired and the tort
3 claimants want Mr. Finn in there to press their claims on the
4 tort claims.

5 There's no reason right now for the Court to have
6 to address whether Mr. Finn is necessary or not necessary.
7 The tort claimants have made it 100 percent clear in their
8 filing on this motion and on the motion to oppose the lift
9 stay that other insurers have filed with regard to the
10 current claims, that they're not going to negotiate the
11 claims until the bar date. And it's hard to imagine how you
12 can unless there's some disclosure from the tort claimants
13 about the claims that they have.

14 So, there's really nothing for Mr. Finn to do
15 right now. Certainly, nothing has been suggested that he
16 would do right now if the tort claimants aren't prepared to
17 disclose who their clients are, so I would suggest that that
18 could be put aside, the issue of whether Mr. Finn or someone
19 like Ken Feinberg, who, if he is to mediations what Babe Ruth
20 was to baseball, that he is as well-known and -- we attached
21 an article from *The Wall Street Journal* actually titled
22 "Mr. Fairness." He's someone who has mediated dozens of --
23 he's running the voluntary mediation program for a number of
24 the archdiocese. He's, I think, mediated upwards of \$400
25 million worth of those molestation cases, so he's hardly

1 someone with no expertise. But he doesn't have any
2 connections to any of the parties, including to my client
3 here. He would be another candidate.

4 But you don't need to consider Mr. Finn's role now
5 because there is nothing for him to do. If there's something
6 for someone to do, Carey is the one to put in because it
7 would give some sense of confidence about what actually will
8 happen behind closed doors.

9 Now, last, I just would like to briefly address on
10 the proposed forms of order. Ms. Boelter seemed to suggest
11 that she doesn't really have an issue with the things that we
12 suggested, so we take that up. She said she would agree to
13 some basic insurance-neutrality clause. That's terrific.

14 All we're really looking for is that, as the Court
15 knows, we think we have in our contracts, a duty of
16 cooperation that we need to be included with the debtors in
17 the negotiations and just because there's a mediation, I
18 don't think anybody is blessing the notion that they can
19 exclude us and do deals sort of, in essence, without us, and
20 maybe just ask for some basic language along those lines, but
21 it sounds like Ms. Boelter is willing to agree to that. We
22 were happy to propose that with her with the form of order.

23 She also indicated she's willing to give us the
24 documents that were shared prepetition. And I don't see, if
25 that's the case, why a simple line saying that shouldn't make

1 that clear.

2 So, with that, Your Honor, I'd suggest that right
3 now there really isn't a basis to enter an order as
4 comprehensive as has been suggested. If there's no reason
5 the parties can't negotiate, there's been no suggestion why
6 they can't negotiate without the cloak of total
7 confidentiality, but if that's the route you're going to go,
8 we'd ask that Judge Carey be put in and we'd defer for the
9 moment whether Mr. Finn or someone else should handle the
10 tort claims. Thank you.

11 THE COURT: Thank you.

12 MR. STANG: Your Honor this, is Mister -- I'm
13 sorry.

14 THE COURT: I believe I had a joinder from another
15 insurance company, but I don't remember counsel.

16 MR. WINSBERG: You did, Your Honor. Harris
17 Winsberg from Troutman Sanders for the Allianz insurers.

18 THE COURT: Yes.

19 MR. WINSBERG: And just -- and not to repeat the
20 comments of, but we echo and support the arguments that were
21 made by Hartford and Chubb. We believe, you know,
22 impartiality of the -- from the mediators is critical here.
23 Nobody can dispute that Judge Carey is impartial and would do
24 an excellent job here leading the mediation and would avoid
25 the appearance of a lack of neutrality by Mr. Green who has

1 an attorney-client relationship with the FCR and his law firm
2 or Mr. Finn who participated and appears to be in a pre-
3 bankruptcy mediation.

4 And with those comments, Your Honor, we would just
5 ask Your Honor if you're going to enter a mediation, and we
6 certainly support mediation, that Judge Carey be the lead
7 mediator. Thank you, Your Honor.

8 THE COURT: Thank you.

9 Anyone else before I go back to Ms. Boelter?

10 MS. GUMMOW: Yes, Your Honor. Susan Gummow on
11 behalf of the AIG companies.

12 We filed a joinder to Hartford's original
13 objection and would just join the arguments made. And I
14 would note that AIG was not consulted at all with regard to
15 the selection of mediators, so we believe that these two
16 mediators, Mr. Finn and Mr. Green, cannot act as neutrals
17 here. Thank you.

18 MR. MEEHAN: Good morning, Your Honor. This is
19 Taylor Meehan for Agricultural Insurance Company.

20 And we would reiterate our joinder in Hartford's
21 supplemental objection for the purpose of supporting their
22 objections to the appointment of Professor Green and
23 Mr. Finn, as well.

24 THE COURT: Thank you.

25 Anyone else?

1 Ms. Boelter?

2 MS. BOELTER: Thank you, Your Honor. Jessica --

3 MR. STANG: Your Honor this, is Mr. Stang --

4 MS. BOELTER: -- Boelter, Sidley Austin, for the
5 debtors. I'll be brief.

6 THE COURT: Just a second, Ms. Boelter. I think I
7 did hear somebody else.

8 MR. STANG: Your Honor this, is Mr. Stang.

9 I -- it's up to Ms. Boelter and to you as to
10 whether you want her to do that cleanup, but I was counsel to
11 the committee in Milwaukee, so I can speak to that. I was at
12 the meetings in November and subject to the mediation
13 privilege, I can speak to that.

14 Maybe that opens me up to Mr. Schiavoni's demand
15 that I be deposed at some point, but if you would like some
16 information about those two things, I'd be happy to share it
17 now or after Ms. Boelter.

18 THE COURT: You can go ahead.

19 MR. STANG: All right. Thank you, Ms. Boelter. I
20 appreciate you letting me cut in.

21 Your Honor, I was counsel to the committee in the
22 Archdiocese of Milwaukee case. Mr. Finn was our third
23 mediator. The first two mediators, one was a retired
24 bankruptcy judge, Chief Judge of the Northern District of
25 California, and the other was -- I don't remember her name --

1 was a bankruptcy judge in Minneapolis.

2 Mr. Finn got it done. That case was very, very
3 tough. People talk about how long these cases can last.
4 Milwaukee took the longest. It was probably the first or
5 second most litigious one. Mr. Finn got it done.

6 That (indiscernible) involved a, except, I think,
7 for the future claim piece, a resolution of all the insurance
8 policies by virtue of buy-backs and basically cashing out the
9 policies. So, the carriers didn't have a continued interest
10 in what we'd done with the money.

11 We asked Mr. Finn to be the allocator. He didn't
12 come to us and ask us for the job. We asked him to do it.
13 And it seemed appropriate -- and I'd also pointed out in that
14 case that one attorney, one law firm represented probably 95
15 percent of all the claimants. And so, that lawyer was okay
16 with it, the committee was okay with it. Mr. Finn did not
17 seek out the job.

18 As to the meeting in November, I'd like to call it
19 a meeting, as opposed to a mediation, and I signed a
20 confidentiality agreement, but I can -- I think I can tell
21 you what didn't happen. What didn't happen was any offer
22 from the attorneys who were kind of an ad hoc tort committee,
23 I guess, to anyone. We never asked Mr. Finn to convey an
24 offer. I don't think we ever got a monetary offer.

25 The attorneys who were at that meeting today

1 represent probably well over half of the claims that I know
2 about, and so it was a meeting. It was, frankly, a meeting
3 amongst ourselves. We never -- I do not believe that we ever
4 had a meeting with any principal of the Boy Scouts. I think
5 Mr. Andolina came into the room once or twice, Ms. Boelter
6 may have come in, but we've never had a substantive exchange
7 with any person who's a Boy Scouts principal.

8 I don't think the attorneys who were attending on
9 behalf of tort claimants, other than myself and
10 (indiscernible), had any substantive meeting with Mr. Patton.
11 Honestly, when someone told me a few weeks ago that there was
12 a matrix distributed, I had no recollection of it and it was
13 only when it was shown to me that I went, Oh, yeah, we got
14 that.

15 So, calling it a mediation suggests there's
16 negotiation. There was none. So, I just -- a lot has been
17 made about what happened there and a lot of speculation about
18 what happened there. I can't tell you what didn't happen
19 there.

20 As far as Mr. Schiavoni's comments are concerned,
21 I hope it was in the excitement of his advocacy where he said
22 we need someone with integrity. Too many courts have
23 appointed Mr. Green, too many people in courts have appointed
24 Mr. Finn to let the suggestion stand that they have no
25 integrity go unchallenged.

1 Are there things to mediate now? Yes.

2 Can we reach a global resolution of all issues
3 (indiscernible) a bar date? I don't think so.

4 The protective order, itself, anticipates that
5 there will be a mediation about the (indiscernible) claims.
6 There's something that we can do.

7 And it's not just a high-adventure basis. We've
8 got local councils who, as soon as the protective order is
9 signed, we're going to get let's of information about their
10 assets. And you just have to look at their IRS 990 forms to
11 know that they're going to claim restrictive assets, as well,
12 and their online financial statements. Not all of them have
13 them, but a lot do. There's lots to talk about.

14 And the notion that we have to wait until
15 November 17th to have a conversation with folks that does
16 require the assistance of a mediator is, frankly, again, just
17 an overstatement and hyperbole.

18 So, I'm not going to share my knowledge of
19 Milwaukee with Your Honor. I can tell you what didn't happen
20 at the meeting in November and I do appreciate Ms. Boelter
21 letting me go first.

22 And, Your Honor, thanks to you, as well.

23 THE COURT: Thank you.

24 Ms. Boelter?

25 MS. BOELTER: Thank you, Your Honor. Jessica

1 Boelter, Sidley Austin, for the debtors.

2 Like Mr. Stang, I'm happy to answer any of the
3 questions that may have come up in the arguments by the
4 insurers' counsel that the Court may have; although, I think
5 probably the best way to close out this argument is actually
6 with a statement that Mr. Ruggeri made and that is:

7 "The Court is the one that has to call the balls
8 and strikes."

9 We absolutely agree with that, and that's you.
10 This mediation is not mandatory and it's not binding. We are
11 have cognizant of the fact that if we are so lucky to have a
12 mediation result in a settlement with some or all parties, we
13 are going to have to come back before this Court to have that
14 settlement approved and this Court will have to apply the
15 applicable standards, whether we're proceeding under 9019 of
16 the Bankruptcy Code or 1129. We will need to satisfy the
17 good faith standard and we will need to demonstrate that we
18 have satisfied that standard.

19 So, no, we are not trying to cloak our entire plan
20 process in confidentiality; rather, we are trying to reach an
21 efficient settlement of issues that we know are going to be
22 disputed. But at the end of the day, it's going to be this
23 Court that decides whether that settlement should be approved
24 or not approved and we will have to bring our case to this
25 Court.

1 So, I think when it boils down to the arguments
2 that you've heard from the objecting parties, that's our
3 response: you call the balls and strikes, not the non-
4 binding, non-mandatory mediator that we are asking for the
5 Court to appoint today.

6 So, with that, Your Honor, we would ask the Court
7 to grant the order to appoint the mediator. As Mr. Schiavoni
8 took note of and I mentioned on the record, the order that's
9 currently before the Court does need a couple of
10 modifications to take into account concessions that I've made
11 on the record today, but with that, Your Honor, unless you
12 have any other questions, we would just respectfully ask that
13 you grant that order.

14 THE COURT: Thank you.

15 No, I don't have any more questions. I spent some
16 time with this ahead of time with the disclosures, with the
17 cases that the parties have cited to me, and I am prepared to
18 rule.

19 And I saw some of the concessions that the debtors
20 made and changes made to this order. I'm not sure that they
21 change my mind on anything in this sense. Even though the
22 mediation is now voluntary, although I wasn't sure -- well,
23 maybe it's -- okay, I wasn't sure about Paragraph 8, but
24 maybe it's voluntary. I think the insurers need to be there.
25 Calling it voluntary doesn't really solve that problem.

1 And I am going to, at the request of most of the
2 parties -- not the insurers -- appoint a three-panel -- a
3 three-person mediation panel, but I am not going to define
4 their roles, as requested in the order, nor appoint a chief
5 mediator, if you will. I really do not know exactly how it's
6 going to work with a three-person panel, but I hear the
7 parties -- hear the debtors' and the committees' comments
8 that expertise is important and I do agree that expertise is
9 important. This is a complicated bankruptcy case.

10 As to when, I'm going to appoint it now. I think
11 it will take time for the three mediators to speak amongst
12 themselves, determine how they want to proceed with the
13 multiple parties who either are directed or will be in front
14 of them, and to give some greater thought as to who needs to
15 be in front of them. And I'm not going to hamper them by
16 making them -- by shortcutting, in any way, their time to
17 consider that.

18 And if, in fact, some portions of the disputes can
19 go forward now, such as the local council issue and what are
20 the Boy Scouts' assets? Well, that's fine. And if other
21 parts have to wait, they may have to wait.

22 And the panel is going to be former Judge Carey,
23 Mr. Finn, and Mr. Gallagher. And I am not going to appoint
24 Mr. Green, as requested, and that's not because of any lack
25 of expertise, obviously, or any lack of integrity -- he has

1 both -- but having read the cases, it seems clear to me that
2 his relationship with Mr. Patton would lead a reasonable
3 person to be concerned about his mediating this case.

4 This is an objective standard. It has nothing to
5 do with subjectively whether Mr. Green believes that he could
6 mediate in a neutral fashion. What we're looking for is true
7 neutrality and here there are multiple connections, past and
8 current, in which Mr. Patton and Mr. Green have business and
9 social connections.

10 The business connection is a connection of trust
11 with Mr. Green hiring Mr. Patton as an attorney repeatedly,
12 because, obviously, he values Mr. Patton's opinion and he
13 trusts his advice. And they are also social friends. I was
14 struck by the fact that that was disclosed and I think it
15 means something more than acquaintance and it means something
16 more than the friendship that many members of the Bar have
17 with each other as being in the same circles.

18 And when you look at Section 455 of Title 28, the
19 statute that deals with recusal of judges, which our Local
20 Rule refers to, it says that judges shall disqualify
21 themselves in any proceeding in which their impartiality
22 might reasonably be questioned; in other words, a judge must
23 recuse himself if there's a showing of an appearance of bias
24 sufficient to permit the average citizen reasonably to
25 question a judge's impartiality.

1 And I recognize the tension. I recognize that
2 that statute can be used strategically, but nonetheless, I
3 think the connections are too close here and I think former
4 Judge Carey brings expertise that Mr. Green would have. I
5 would suggest he also brings expertise that Mr. Green may or
6 may not have with respect to, for example, the disputes over
7 assets of the estate and with the local councils. And as
8 everyone noted, former Judge Carey is eminently qualified and
9 no one has suggested he holds a bias or is not neutral in
10 this case.

11 As for Mr. Finn, he was -- I understand his
12 involvement in the two-day mediation or, as Mr. Stang called
13 it, a meeting. The length of that mediation could suggest to
14 me that it really wasn't a mediation that got into
15 significant depth. That he was there attending as a neutral.

16 And I have no reason to -- and his declaration
17 said he doesn't have the matrix, he doesn't remember the
18 matrix. I don't see anything that suggests to me that he has
19 a formed view already and I will note that -- so, I don't
20 know the extent to which all parties at the mediation.

21 Chubb was there. I recognize they're not
22 Hartford. I recognize they're not AIG or Agricultural
23 Insurance Company or Allianz, but nonetheless, there was an
24 insurance voice present at the meeting and, again, Mr. Finn
25 was there as a neutral and I think he can continue to work as

1 a neutral.

2 So, I will take a look at a form of order that has
3 the revisions that Ms. Boelter and Mr. Schiavoni suggested,
4 but the order has to also be changed to reflect simply the
5 appointment of these three mediators. And I'm not going to
6 try to micromanage any piece of this or suggest to those
7 mediators how they should proceed.

8 MS. BOELTER: Thank you, Your Honor. Jessica
9 Boelter, Sidley Austin, for the debtors.

10 We will modify the order in accordance with the
11 Court's ruling, as you've described, as well as the exchange
12 that I had with Mr. Schiavoni regarding issues that are
13 important to the insurers. We will, of course, circulate
14 that form of order to all of the parties and endeavor to get
15 that to the Court within the next, you know, hopefully no
16 more than one business day.

17 THE COURT: Right. I don't anticipate that there
18 should be a lot of back-and-forth on this. I don't view this
19 as an order that deals with document disputes. I don't think
20 this deals with insurance issues.

21 But if there's agreed-upon language to solve those
22 minor, I would say in this context, concern, meaning minor
23 relative to this is a mediation order which appoints
24 mediators and doesn't attempt to deal with anything else,
25 then I will sign it when I get it.

1 MS. BOELTER: Thank you, Your Honor.

2 THE COURT: Okay. Is there anything else for
3 today?

4 MR. ABBOTT: Your Honor, Derek Abbott for the
5 debtors.

6 I don't believe so. We appreciate the Court's
7 time and we'll get that to you as quickly as we can.

8 THE COURT: Thank you.

9 We're adjourned.

10 COUNSEL: Thank you, Your Honor.

11 (Proceedings concluded at 11:36 a.m.)

12

13

CERTIFICATE

14

15 We, MARY ZAJACZKOWSKI and WILLIAM GARLING, certify that
16 the foregoing is a correct transcript from the electronic
17 sound recording of the proceedings in the above-entitled
18 matter.

19

20 /s/Mary Zajaczkowski June 9, 2020
Mary Zajaczkowski, CET**D-531

21

22 /s/William J. Garling June 9, 2020
William J. Garling, CE/T 543

23

24

25

EXHIBIT 14



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Litigation & Arbitration Biography

David Molton is a Partner in the Firm's Litigation & Arbitration and Bankruptcy & Corporate Restructuring Practice Groups and is the Chair of Cross-Border, Mass Tort, and Restructuring Litigation.

David focuses his practice in complex financial, commercial and mass tort litigation matters in federal, state and bankruptcy courts in the United States, and he represents foreign liquidators, official committees of creditors, unofficial ad hoc committees of creditors and interested parties in financial fraud and mass tort related litigations and bankruptcies in the United States and in foreign jurisdictions. In the 2015 edition of *Benchmark Litigation*, David is commended as "a true trial lawyer" and "a strategic thinker who plays the long game and doesn't get bogged down in the short-game issues."

David is a Fellow of INSOL International, a world-wide federation of national associations for lawyers, accountants and other professionals who specialize in financial fraud, asset tracing and recovery and insolvency in domestic and cross-border cases.

After graduating from New York University School of Law, David clerked for the Honorable J. Edward Lumbard of the United States Court of Appeals for the Second Circuit. Earlier in his career, David served as an Assistant District Attorney in and for the Office of the District Attorney for New York County, where he was assigned to the Special Narcotics Prosecutor for the City of New York under the Honorable Sterling Johnson, Jr. As a prosecutor, David supervised joint federal/state law enforcement task force teams and investigations for the New York Drug Enforcement Task Force and the Department of Justice's Organized Crime Drug Enforcement Task Force, and he prosecuted

cases involving (i) racketeering enterprises and organized crime narcotics conspiracies and distribution networks, and (ii) efforts to locate, seize and effectuate the forfeiture of proceeds and assets connected to those criminal activities both in the United States and abroad.

**No aspect of this advertisement has been approved by the Supreme Court of New Jersey. See the selection methodologies for Chambers, The Legal 500, Benchmark Litigation, Lawdragon, Who's Who Legal, Super Lawyers, Martindale-Hubbell, Client Choice.*

Av



Representation

David's more recent engagements include:

- o Representing the Governmental Plaintiffs Ad Hoc Committee in the bankruptcy cases of Mallinckrodt plc, *In re Mallinckrodt PLC*, Case No. 20-12422, proceeding before Judge John T. Dorsey in the Bankruptcy Court for the District of Delaware. The Ad Hoc Committee is comprised of (i) 8 States, through their Attorneys General; and (ii) the Plaintiffs' Executive Committee in the multi-district litigation captioned *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MDL No. 2804 (N.D. Ohio) (the "PEC" and the "Opioid MDL"). The PEC is representative of the interests of thousands of cities, counties, American Indian Tribes, hospitals, third-party payors, and other private payors. The Ad Hoc Committee negotiated, on behalf of its members and 42 other U.S. States and Territories, a Restructuring Support Agreement with Mallinckrodt which forms the basis for global resolution of opioid related litigation claims against Mallinckrodt, which was the largest producer of opioids in the United States of America.

- Representing Justice John K. Trotter, in his capacity as Trustee of the PG&E Fire Victim Trust, and Cathy Yanni, in her capacity as Claims Administrator of the PG&E Fire Victim Trust. From 2017 to 2018, catastrophic wildfires destroyed hundreds of thousands of acres of land in Northern California, killing, injuring and otherwise impacting the lives of tens of thousands of individuals, families and businesses, and destroying residential and commercial properties. Subsequent investigations found that PG&E equipment had started most of the original fires, exacerbated by strong winds in the area. In January 2019, PG&E declared Chapter 11 bankruptcy as a result of the financial challenges caused by its liability in these wildfires. David acts as counsel for the post post-confirmation Trust, Trustee and Claims Administrator formed and appointed to resolve the claims of Fire Victims and compensate them out of approximately \$ 13.5B of consideration (inclusive of, *inter alia*, cash, stock, and tax benefits). The firm was brought in by the Trustee to assist the bankruptcy parties in interest in forming the Trust, and developing the foundational documents effectuating the Trust. David is charged with protecting the interests of the putative Trustee and Claims administrator as well as ensuring that the Trust is established in a manner that is in the best interests of the Fire Victims. David advises the Trustee, Claims Administrator and Trust on all matters of administration of the Trust, including claims resolution and distribution.
- Representing the Coalition of Abused Scouts for Justice in the bankruptcy cases of the Boy Scouts of America, *In re Boy Scouts of America and Delaware BSA, LLC*, Case No. 20-10343, proceeding before Judge Laurie Silverstein in the Bankruptcy Court for the District of Delaware. The Coalition is comprised of many thousands of survivors of sexual abuse in the Boy Scouts. The Coalition has successfully defended the rights of the survivors against violations of the First Amendment and the Bankruptcy Rules, has been formally made a mediation party to negotiate a plan settlement and is negotiating a plan structure for global resolution of sexual abuse claims against the Boy Scouts, their local councils and other third parties, and their insurers.
- Representing the Ad Hoc Committee of consenting Governmental & Other Contingent Litigation Claimants in the bankruptcy cases of Purdue Pharmaceuticals, *In re Purdue Pharma, L.P.*, proceeding before Judge Robert Drain in the Bankruptcy Court for the Southern District of New York (the “Ad Hoc Committee”). The Ad Hoc Group is comprised of: (i) 10 States, through their Attorneys General; (ii) 6 political subdivisions of States; (iii) one federally recognized American Indian Tribe; and the Plaintiffs’ Executive Committee in the multi-district litigation captioned *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MDL No. 2804 (N.D. Ohio) (the “PEC” and the “Opioid MDL”). The PEC is representative of the interests of thousands of cities, counties, American Indian Tribes, hospitals, third-party payors, and other private payors. The Ad Hoc Committee negotiated the settlement framework with Purdue and its shareholders (the Sacklers) that is the proposed basis for a consensual plan in the bankruptcy.

- Representing the Plaintiffs' Executive Committee in the multi-district litigation captioned *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MDL No. 2804 (N.D. Ohio) (the "PEC" and the "Opioid MDL") in the bankruptcy cases of Insys Therapeutics, *In re Insys Therapeutics, Inc.*, before Judge Kevin Gross in the Bankruptcy Court for the District of Delaware. Insys manufactured a sublingual fentanyl spray and was subject to approximately 1,000 lawsuits brought by among others, cities, counties and American Indian Tribes in the Opioid MDL. As counsel to the PEC, David negotiated, alongside representatives from certain States' Attorneys Generals' offices, a consensual Settlement Plan for the benefit of all plaintiffs in the Opioid MDL, including cities, counties, and American Indian Tribes.

- Representing Professor Eric D. Green as court-appointed Special Master of the \$975 Million DOJ Takata Restitution Fund to provide compensation to designated claimants, including individuals injured by the malfunction of a Takata airbag inflator. The DOJ Takata Restitution Fund was created pursuant to a criminal plea agreement between the U.S. Department of Justice and Takata Corporation to resolve felony charges brought by the government against Takata in connection with Takata's design, manufacture and sale to the public of defective Takata airbag inflators. As lead counsel to the Special Master, David has been integrally involved in, *inter alia*, (i) developing the Special Master's methodologies and procedures for distributing the DOJ Takata Restitution Fund to eligible claimants, and (ii) liaising and seeking to reach consensus with all stakeholders, including Plaintiffs' counsel in the Takata Airbag MDL, the Official Committee of Tort Claimants, and Future Claims Representative appointed in Takata's United States subsidiary's bankruptcy proceedings in the United States, with respect to the Special Master's distribution methodologies and procedures.

- Representing Professor Green in his capacity as the Trustee of the Takata Airbag Tort Compensation Trust Fund (the "Trust"), established pursuant to the Chapter 11 bankruptcy of TK Holdings Inc., Takata's U.S. affiliate. The Trust, which holds approximately \$140 million, was created in the bankruptcy to provide additional compensation to the individuals who suffered personal injury or wrongful death as a result of a Takata airbag inflator malfunction. The Trustee oversees the management of the Trust and distribution of these funds to personal injury and wrongful death victims. As lead counsel, David led the efforts to negotiate the Chapter 11 Plan and related bankruptcy and Trust documents. David has also been integrally involved in developing the procedures for distributing funds to Trust claimants, reconciling the procedures and distribution criteria for compensating claimants of the DOJ Takata Restitution Fund and the Trust, and working with numerous other parties, including automakers and personal injury plaintiffs, to reach a consensual process to distribute these funds to victims. David has also been named as the successor trustee of the Trust.

- Representing Professor Green in his capacity as OEM Claims Administrator, a role created pursuant to TK Holdings Inc.'s Chapter 11 Plan, to distribute funds to more than fifty automakers who have general unsecured claims in the bankruptcy. As lead counsel, David is negotiating the distribution procedures to these automakers, and drafting the documents to finalize such procedures.
- Representing Lead Counsel in the GM Ignition Switch Defect MDL Litigation (S.D.N.Y) as Plaintiffs' Designated Counsel in the Bankruptcy Court (Bankr. S.D.N.Y.) opposing GM's motion to enjoin plaintiffs' economic injury claims based on the injunction contained in the bankruptcy Sale Order by which the assets of Old GM were transferred to New GM in the GM bankruptcy in 2009. As Plaintiff's Designated Counsel, David and his colleagues helped obtain a seminal Second Circuit decision defeating New GM's efforts to use the GM Sale Order injunction to shield New GM from liability for billions of dollars of economic loss and personal injury damages to plaintiffs. *In re Motors Liquidation Co.*, 829 F.3d 135 (2d Cir. 2016), *denied*, 137 S. Ct. 1813 (2017).
- Representing the American Association for Justice and the New Jersey Association for Justice in submitting an Amici Curiae brief to the US Supreme Court in support of the Petition for a Writ of Certiorari, filed by Dean Erwin Chemerinsky of the University of California Irvine Law School, on behalf of injured diacetyl plaintiffs in connection with the Third Circuit's decision in *Diacetyl Plaintiffs v. Aaroma Holdings (In re Emoral), LLC*, 740 F.3d 845 (3d Cir. 2014), where the Third Circuit held that the injured plaintiffs' claims against a successor to the debtor were property of the estate which could be settled by the bankruptcy trustee.
- Representing the Japanese Bankruptcy Trustee of the failed (as a result of theft and fraud) Mt. Gox global Bitcoin exchange, which had been the world's largest exchange for this digital currency, in connection with the company's Chapter 15 case in the Bankruptcy Court in Texas and related litigation in the United States. David and his team obtained Chapter 15 recognition of the Japanese bankruptcy proceeding as a foreign main proceeding, thereby staying all U.S. litigation against Mt. Gox for the benefit of its foreign insolvency proceeding.

- Acting as lead U.S. counsel to the BVI Liquidator of the Fairfield Funds (the largest feeder funds into the Madoff Ponzi scheme) in the Funds' Chapter 15 case in Bankruptcy Court in New York and related litigation in the United States and elsewhere in the world. Among the achievements achieved by David and his team to date are (i) obtaining recognition from the Bankruptcy Court of the BVI liquidation proceedings as foreign main proceedings under Chapter 15 of the Bankruptcy Code and obtaining affirmance of that judgment in a seminal and first impression decision of the United States Court of Appeals for the Second Circuit (*Morning Mist Holdings Ltd. v. Kryz (In re Fairfield Sentry Ltd.)*, 714 F.3d 127 (2d Cir. 2013)), and (ii) obtaining another seminal and first impression Second Circuit decision making Bankruptcy Code Section 363 applicable to the foreign liquidator's sale of the Funds' claim against the Madoff SIPA estate, thereby giving the foreign liquidator an opportunity to seek to undo that deal for the benefit of the Funds' creditors and stakeholders based on changed circumstances (*Kryz v. Farnum Place, LLC (In re Fairfield Sentry Ltd.)*, 768 F.3d 239 (2d Cir. 2014), *liquidator's position upheld on remand*, 539 B.R. 658 (Bankr. S.D.N.Y. 2015) (SMB), *aff'd*, 690 Fed. Appx. 761 (2d Cir.), *denied*, 138 S. Ct. 285 (2017)). David and his team, together with co-counsel, are also prosecuting over 300 clawback actions commenced by the foreign liquidator and the Funds against certain of the Funds' redeemers, many of which are the world's largest foreign financial institutions. The clawback actions, which are presently pending in the Bankruptcy Court in New York, seek the return to the Funds of over \$6 billion in overpaid redemptions stemming from the Madoff fraud.
- Representing the Official Committee of Unsecured Creditors (principally tort victims) in the New England Compounding Center Chapter 11 case in the Bankruptcy Court in Boston and the related MDL proceeding in the District Court in Boston, the objective of which was the resolution of injury and wrongful death cases resulting from the meningitis outbreak caused by the debtor and its operations in 2012. Despite the absence of any dispositive authority on the issue from the United States Court of Appeals for the First Circuit, David, his team and the Creditors' Committee developed, obtained plaintiff support for and confirmed a bankruptcy plan that granted non-debtor releases to allegedly culpable non-debtors who consensually contributed significant monies to a victims' fund, remarkably achieving (in what was widely perceived to be a no asset case) settlements exceeding \$200 million for distribution through the bankruptcy plan to injured victims of the outbreak.

- Representing the External Administrator of Awal Bank, BSC (a Bahraini bank implicated in the Al Gosaibi Group/Saad Group global fraud) in the bank's Chapter 15 case in Bankruptcy Court in New York and related litigation in the United States. Awal Bank was destroyed by a major fraud in the Mideast, and, in a matter of first impression, David and his team successfully used the Chapter 15 case to assert Bankruptcy Code statutory avoidance claims against a global bank to recover assets taken from the Awal Bank overseas and transferred into the United States. Recently, David successfully obtained Chapter 15 recognition in the Bankruptcy Court in New York for seven, separate Awal Bank subsidiaries in conjunction with the upcoming trial in the Grand Court of the Cayman Islands of the principal Al Gosaibi Group/Saad Group case.
- Representing the Cayman Island liquidator of the SPhinX Funds (destroyed by the Refco fraud) in the Funds' Chapter 15 case and related litigation in the United States. David and his team prosecuted the Funds' fraud-based claims against aiders and abettors of the Refco fraud (including globally recognized auditors, law firms and service providers) in the Refco MDL presided over by Judge Rakoff in the Southern District of New York. David was appointed by Judge Rakoff as Plaintiffs' Liaison Counsel for the Refco MDL.
- Representing the Central Bank of Bahrain in connection with the Chapter 11 case of Arcapita Bank, BSC (a Bahraini financial institution) in Bankruptcy Court in New York.
- Representing (i) the Ad Hoc Committee of Tort Claimants in connection with the Muscletech CCAA proceeding in Canada (the foreign ephedra bankruptcy) and Muscletech's Chapter 15 case and related litigation in the Southern District of New York (one of the first Chapter 15 cases), (ii) the Official Committees of Creditors (consisting principally of tort claimants) in the Chapter 11 cases of Twinlab, Metabolife and NVE (the domestic ephedra bankruptcies), and (iii) all of these Committees in the ephedra MDL in the Southern District of New York presided over by Judge Rakoff. In each of the ephedra bankruptcy cases, David helped create the architecture for global resolution of all tort claims and negotiated multi-million dollar global settlements for the benefit of the tort claimants.
- Representing dozens of clergy abuse victims in the Chapter 11 case of the Diocese of San Diego in Bankruptcy Court in California and participating in the negotiation of a significant global settlement with the Diocese and its insurers for the benefit of victims.
- Representing diacetyl tort claimants in the Chapter 11 case of Chemtura Corporation in Bankruptcy Court in New York.

Education

- New York University, School of Law – J.D., *cum laude*, Order of the Coif, 1982
- Brandeis University – B.A., *summa cum laude*, 1979

Bar Admissions

- New York
- New Jersey
- California
- U.S. Supreme Court
- U.S. Court of Appeals for the Second, Third, and Ninth Circuits
- U.S. District Court for the Southern and Eastern Districts of New York
- U.S. District Court for the District of New Jersey, Northern District of Illinois, and Northern District of California
- Dubai International Financial Centre Courts

Publications

- Co-author, "A Cauldron of Fraud: AHAB v SICL & Ors – from the Middle East to the Cayman Islands and beyond", *INSOL World: The Quarterly Journal of INSOL International* (October 2018)
- Author, "Bankruptcies in Mass Tort Cases" and annual supplements, *Litigating Mass Tort Cases Vol. 1, Chapter 12 (P. Rheingold, ed.)*. (2006 to 2020)
- Co-author, "The Long (or Not so Long) Arm of Avoidance Claims: The Issue of Extraterritorial Application", *INSOL International Technical Paper 33* (October 2016)
- Co-author, "Baha Mar, Cross-Border Conflict or Cooperation: Provisional Liquidators Appointed in the Bahamas as United States Chapter 11 Proceedings are Dismissed," *Insol World* (4th Quarter, 2015)
- Interviewee (interviewer, Sheri Qualters), "A Look Inside the \$100 Million Tainted-Drug Settlement," *National Law Journal* (December 24, 2013)
- Co-author, "2nd Cir. Raises a Drawbridge to Chapter 15," *Law 360* (December 2013)
- Co-author, "The Ephedra Bankruptcy Cases and the Twinlab Global Settlement Model," *The Bankruptcy Strategist* (January 2008)

- Speaker, "The Cryptocurrency Craze," American Bankruptcy Institute Cross-Border Insolvency Program, New York, NY, November 2018
- Panel Moderator, "Group next (or not): continuing challenges in the treatment of enterprise groups in insolvency," INSOL Tenth World Congress, Sydney, Australia, March 2017.
- Panel Moderator, "Boots on the ground: A look at some significant offshore liquidations from the liquidators themselves," INSOL British Virgin Islands One Day Seminar, Peter Island, British Virgin Islands, November 2016.
- Speaker, "Financial Frauds and Ponzi Schemes: Current Litigation Trends and Creative Mechanisms to Pursue Fraudsters," C-5 5th Forum on Fraud, Asset Tracing and Recovery, Miami, Florida, October, 2016.
- Panelist, "Madoff 7 Years On -- What Lessons Can be Applied to Other Cases," C-5 Conference on Fraud, Asset Tracing and Recovery, Geneva, March 2016.
- Panelist, "Keeping the Air-Con On: Hot Topics for 2016," INSOL International Annual Regional Conference, Dubai, January 2016
- Panelist, "Changing the Rules of the Game -- New and Evolving Tools in the Restructuring Toolbox," INSOL International Annual Regional Conference, INSOL Fellow Refresher Programme, Dubai, January 2016.
- Presenter, "A Multi-Jurisdictional Roundup of Critical Developments in Fraud Litigation," C-5 Conference on Fraud, Asset Tracing and Recovery, Miami, October 2015.
- Panelist, "Recent Developments in Knowing Assistance and Accessory Liability in Fraud Cases," C-5 Conference on Fraud, Asset Tracing and Recovery, Miami, September 2014.
- Presenter, "The Impact of the GM Bankruptcy," HarrisMartin's MDL Conference: General Motors Ignition Switch Recall Litigation Agenda, Chicago, May 2014.
- Panelist, "Chapter 15 Update with Judges and Practitioners," ABI Caribbean Insolvency Symposium, San Juan, February 2014.

- Panelist, "The Use and Recognition of Standalone Injunctions in Cross-Border Insolvencies to Freeze and Recover Assets," C-5 Conference on Fraud, Asset Tracing and Recovery, Miami, November 2013.
- Panelist, "Cross-Border Restructuring Proceedings: A Global Up-Date," Commercial List Users' Committee/OBA Insolvency Law Section/OAIRP Educational Program, Toronto, Canada, June 2013.
- Presenter, "Case Study: *TCT Rubin v. Eurofinance SA*," C-5 Conference on Fraud, Asset Tracing and Recovery, Miami, October 2012.
- Panelist, "*Stern v. Marshall*: The Sky is Not Falling – A Reasoned Analysis of the Decision and Case Law to Date," ABI Caribbean Insolvency Symposium, San Juan, February 2012.
- Presenter, "Madoff Case-Study: Developing US Remedies for Failed Offshore Funds to Assist in Asset Recovery," C-5 Conference on Fraud, Asset Tracing and Recovery, Dubai, January 2012.
- Panelist, "Ephedra / PPA Bankruptcies and Insurance Coverage - Dexatrim and TL Bankruptcy Plans - The Wave of the Future," Mealey's Ephedra & PPA Litigation Conference, New Orleans, June 2005.

Professional Affiliations

- Fellow, INSOL International
- Member, International Insolvency Institute

Awards and Honors

- ***The Legal 500 US***, Finance – Restructuring (including Bankruptcy): Corporate, 2020-2021
- ***Super Lawyer***, *Top Rated Business Litigation Attorney in New York, NY*, 2010-2021
- ***Law360***, *Bankruptcy Practice Group of the Year*, 2020 (part of the team that received the award)
- ***Benchmark Litigation***, *Local Litigation Star*, New York, 2013-2020

- **Lawdragon**, *Leading U.S. Bankruptcy & Restructuring Lawyer*, 2020

- **Who's Who Legal**, *Asset Recovery*, 2020

- **International Law Office and Lexology**, *Client Choice Award*, *Insolvency and Restructuring*, 2014

- **Chambers USA**, *Litigation: General Commercial*, New York, 2014

- **Martindale-Hubbell**, *AV[®]*, *Preeminent Peer Review Rated*

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