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November 24, 2021

Via Electronic Filing

Chief Judge Laurie Selber Silverstein
United States Bankruptcy Court, District of Delaware
824 North Market Street, 6th Floor
Wilmington, DE 19801

Re: Opposition to Century's Motion to Compel National Capital Area Council
In re Boy Scouts of America and Delaware BSA, LLC
Case No. 20-10343 (LSS) (Bankr. D. Del.)

Dear Judge Silverstein,

National Capital Area Council ("NCAC") respectfully requests that this Court deny Century Indemnity Company's ("Century") Motion to Compel (Dkt. 7384) aimed at improperly forcing NCAC to produce attorney-client privileged communications and documents, re-produce records already in Century's possession which it either already obtained or could more readily obtain from the Boy Scouts of America ("BSA" or the "Debtor"), or documents that are not in NCAC's possession.

I. INTRODUCTION

Although NCAC is not a party to these bankruptcy proceedings, in response to Century's subpoena (the "Subpoena"), NCAC has provided extensive and detailed written Responses and Objections, reviewed thousands of records, and timely produced nearly 3,000 pages of responsive documents to Century. These documents included, among others, responsive communications related to NCAC's Executive Board meeting minutes, communications among the Council Key 3 members, NCAC's contribution to the Settlement Trust, NCAC's membership projections, and indemnification agreements between NCAC and certain Chartered Organizations. NCAC conducted this thorough review in a good faith effort to comply with the Subpoena and pre-empt any extensive discovery disputes.

Despite NCAC's efforts, Century served NCAC with a letter alleging to outline deficiencies in NCAC's document production and written Responses and Objections. However, few of the claimed deficiencies bore any resemblance to the documents NCAC provided to Century. The misstatements and inaccuracies were so extensive that NCAC was unsure whether Century had reviewed any of its documents. Nonetheless, NCAC continued to make a good faith effort to meet with Century to discuss any issues Century may have. Unfortunately, during the meet and confer, it became apparent to NCAC that Century still had not reviewed its production

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or written Responses and Objections. In fact, Century seemed to claim that NCAC's counsel had an obligation to walk Century's counsel through NCAC's document production and identify any records of special interest to Century. None of this is required by the Federal Rules of Civil Procedure. By the end of the meet and confer, Century's counsel informed NCAC's counsel that it would review NCAC's production, apparently for the first time, and compare it against the documents provided by BSA to determine if there are any records that Century is requesting from NCAC that are duplicative of the records that Century has in its possession. Century never informed NCAC of the results of that analysis but instead prematurely filed its Motion to Compel.

NCAC is puzzled by Century's conduct and is concerned whether Century ever was interested in cooperating with NCAC to resolve any potential discovery disputes. Further, it appears that other Local Councils are having similar issues with Century. *See generally* Dkt. 7383 and Dkt. 7351. Now, beyond the undue burden of the document requests in Century's Subpoena, Century has hailed NCAC before this Court to address discovery allegations that Century has shared with NCAC for the first time in its Motion to Compel. NCAC respectfully requests that this Court deny Century's Motion to Compel.

II. FACTUAL BACKGROUND

On October 8, 2021, the final day to serve written discovery, Century served its subpoena upon NCAC which included forty-eight requests for the production of documents.¹ (Declaration of Adeyemi Adenrele in Support of NCAC's Opposition, Exhibit A, Century's Subpoena to NCAC for Document Requests and Certificate of Service, dated October 8, 2021). Immediately, NCAC and its counsel began working to comply with the Subpoena by drafting its written Responses and Objections as well as collecting documents from the relevant custodians that might be responsive to the Subpoena's requests. On October 18, 2021, NCAC timely served its responses and objections to Century's Subpoena. (Adenrele Decl. in Supp., Exhibit B, National Capital Area Council of the Boy Scouts of America's Responses and Objections to Century Indemnity Company's Subpoena, dated October 18, 2021). That same day, NCAC initiated a call with Century's counsel to discuss NCAC's upcoming production. The purpose of this call was to explain that NCAC was working to comply with the Subpoena, describe the status of NCAC's document review, and come to an informal agreement on an electronic discovery protocol. The parties were in agreement on all the issues discussed during the call and NCAC expressed that it planned to timely produce all responsive records, subject to any objections lodged in its written Responses and Objections.

As discussed and after reviewing nearly ten thousand records to determine their responsiveness to the Subpoena, on November 5, 2021, NCAC timely produced over 2,700 pages of documents to Century. (Adenrele Decl. in Supp., Exhibit C, November 5, 2021 Letter of Adey Adenrele to Stamatios Stamoulis; Exhibit D, November 5, 2021 Email of Adey Adenrele to Stamatios Stamoulis). That production included, among other documents, all responsive and non-attorney client privileged records related to: 1) NCAC Executive Board minutes; 2) communications among and with NCAC Board and Council Key 3 members; 3) NCAC's

¹ The subpoena was mis-numbered to identify only forty-six requests; however, in fact, there were forty-eight.

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contribution to the Settlement Trust; and 4) NCAC's membership projections; and 5) any indemnification agreements between NCAC and Chartered Organizations. In conjunction with this extensive document review and production, NCAC retained, at significant cost, a leading professional document production company to identify, collect and produce electronically stored information responsive to the Subpoena in order to ensure the highest possible level of accuracy.

Despite NCAC's efforts, on November 8, 2021, Century sent NCAC a letter allegedly outlining the perceived deficiencies in NCAC's Responses and Objections and document production. (Adenrele Decl. in Supp., Ex. E, November 8, 2021 Letter of Stamatios Stamoulis to Jim Van Horn (the "Century Letter")). However, upon review of Century's Letter, it was apparent that Century had not reviewed NCAC's Responses and Objections or its document production prior to sending the Letter. Century's Letter was riddled with misstatements, quotes that did not exist in NCAC's Responses and Objections, and mischaracterizations of NCAC's document production. Some, though far from all, of the misstatements from Century's Letter included the following:

- Century asserted that NCAC objected to Century's Request Nos. 1 and 2 because NCAC believed that the "requests are not calculated to lead to the discovery of admissible evidence." NCAC did not use that language in its written objections to Century's Request Nos. 1 or 2. (*Compare* Ex. E at 2, Ex. B at 5-6).
- Century claimed that NCAC asserted that Century's Request No. 6 sought "patently undiscoverable documents." This statement does not appear anywhere in NCAC's Responses and Objections. (*Compare* Ex. E at 2-3, Ex. B at 8).
- Century claimed that in response to its Request No. 14, NCAC "objected to producing any documents whatsoever." This is not consistent with NCAC's written Responses and Objections. There, NCAC agreed to produce certain responsive, non-privileged, and non-duplicative documents. (*Compare* Ex. E at 4, Ex. B at 12).
- Century alleged that in response to its Request No. 21, NCAC proposed to produce "a single exemplar" of the agreements between the Chartered Organizations and NCAC. NCAC never made this proposal in response to Request No. 21 and its document production included hundreds of pages of agreements with Chartered Organizations and communications related to those agreements. (*Compare* Ex. E at 5, Ex. B at 15-16).
- Century asserted that in response to its Request No. 25, NCAC "declined to produce any documents whatsoever." This is untrue. NCAC noted in its Responses and Objections that it would produce responsive documents within its "possession, custody, or control to the extent they exist." (*Compare* Ex. E at 5, Ex. B at 17-18).

These types of misstatements in the Century Letter were so pervasive that NCAC was concerned that Century mistakenly sent NCAC a letter intended for another Local Council. Further, despite Century sending its Letter to NCAC's counsel on Monday, November 8, 2021 at 7:46 p.m. (ET), it only offered an *opportunity* to meet and confer on the same day Century served

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the Letter or the following day and demanded that “NCAC withdraw its objections by close of business on Tuesday, November 9, 2021.” (Adenrele Decl., Ex. E, at 8).

NCAC responded the day after it received Century’s Letter and explained that NCAC was not going to withdraw any objections, mainly because it did not and could not understand Century’s concerns with NCAC’s Responses and Objections and document production. (Adenrele Decl. in Supp., Exhibit F, November 9, 2021 Letter of Adey Adenrele to Stamatiou Stamoulis). However, in good faith, NCAC offered to meet and confer with Century regarding any issues that Century may have with NCAC’s responses. *Id.* NCAC hoped that by offering Century an opportunity to meet and confer, it would give Century sufficient time to review NCAC’s document production and written Responses and Objections such that Century could clearly articulate any discovery issues to NCAC. Century’s counsel and NCAC’s counsel agreed to meet and confer on November 18, 2021.

On the call, NCAC was eager to learn that Century’s counsel decided to narrow its requests. However, once Century began to explain the types of records it wanted from NCAC, it was again abundantly clear that Century’s counsel had not reviewed NCAC’s document production. Specifically, Century’s counsel stated that he was in search of NCAC’s responsive board minutes, documents related to NCAC’s Settlement Trust contribution and any calculations related to that contribution, and NCAC’s documents generated related to the Feedback Templates and Mandatory Reporting Procedures for proofs of claim. But at no point did Century’s counsel identify specific objections asserted by NCAC with which Century took issue. After describing these documents, Century asked NCAC’s counsel whether these types of documents were within NCAC’s document production. Again, despite it being clear that Century’s counsel had not reviewed NCAC’s document production, NCAC explained that NCAC’s production included the requested board minutes and some records related to NCAC’s settlement trust contributions.

However, as explained in NCAC’s Responses and Objections, NCAC did not produce certain records within the categories outlined by Century. The types of records withheld by NCAC mainly included responsive 1) documents within NCAC’s possession, custody, or control that are attorney client privileged and subject to the joint defense agreement signed by NCAC, the Ad Hoc Committee of Local Councils, and the BSA and 2) documents that Century already received from BSA or could readily obtain from BSA. Century understood that NCAC would not be producing the records subject to the joint defense agreement and NCAC explained that it would provide a privilege log in short order. Four days later, on November 22, 2021, NCAC provided an over fifty page privilege log to Century.

Conversely, regarding the duplicative records, Century’s counsel threateningly explained that they would, seemingly for the first time, conduct a comparison of the documents provided by BSA against those produced by NCAC to determine whether Century already had the records it requested of NCAC in its possession. It appears Century changed course, opted not to conduct the previously stated comparison, and filed its Motion to Compel instead.

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III. LEGAL STANDARD

Federal Rule of Civil Procedure 45 permits a party to subpoena documents or information from a nonparty. *See* Fed. R. Civ. P. 45(a)(1). However, “FRCP 45, which is incorporated into bankruptcy matters by operation of Federal Rule of Bankruptcy Procedure 9016, requires that the person issuing a subpoena ‘avoid imposing undue burden or expense.’” *In re Zimmer*, 619 B.R. 591, 593-94 (Bankr. D. Del. 2020). “In determining if compliance with the subpoena would create an undue burden, the court should consider not only the potential burden to the producing party, but the necessity of the information for the party seeking production, and whether the information can be obtained from other, more convenient sources.” *Cash Today of Texas, Inc. v. Greenberg*, 2002 WL 31414138, at *4 (D. Del. Oct. 23, 2004). Importantly, “[i]n this undue burden inquiry, nonparties are afforded ‘special protection.’” *Id.* (quoting *Exxon Shipping Co. v. United States Dept. of Interior*, 34 F.3d 774, 779 (9th Cir. 1994)).

“Motions to compel discovery are governed by Federal Rule of Civil Procedure 37, made applicable pursuant to Federal Rules of Bankruptcy Procedure 7001 and 7037.” *In re Anderson News, LLC*, 615 B.R. 45, 50 (Bankr. D. Del. 2020). In addition, “Federal Rule of Civil Procedure 26(b)(1) defines the permissible scope of discovery, which also applies to a Rule 45 subpoena.” *Verisign, Inc. v. XYZ.com, LLC*, 2015 WL 7960976, at *1 (D. Del. Dec. 4, 2015). “Relevance is not measured by whether the discovery is admissible, but rather if the information bears on, or that reasonably could lead to other matter that could bear on, any issue that is or may be in the case.” *Id.* (internal quotations omitted). “The ‘relevance’ standard, however, does not apply to nonparties.” *Id.* (emphasis added). “Therefore, “[t]o obtain discovery from a nonparty, a party must demonstrate that its need for discovery outweighs the nonparty’s interest in disclosure.” *Id.*

IV. ARGUMENT

In Century’s Motion to Compel, it presents a different set of alleged deficiencies that were not included in Century’s Letter or discussed during the November 18, 2021 meet and confer. As a result, NCAC is now unclear whether Century is requesting the larger set of documents discussed in its Motion to Compel and its Subpoena or the narrower set outlined during the November 18, 2021 meet and confer call. Nonetheless, NCAC will attempt to respond to each of Century’s alleged deficiencies below.

a. NCAC Already Produced Responsive Communications and Minutes Concerning the Bankruptcy to Century and Does Not Have Documents Related to TDPs in Its Possession, Custody, or Control (RFP Nos. 1-13)

Though Century acknowledges that NCAC agreed to and has produced documents responsive to Request Nos. 1-13, it suggested that the production was lacking. Contrary to Century’s statement that NCAC’s “production only includes minutes for a few board meetings,” NCAC has produced all of the Executive Board meeting minutes related to the bankruptcy in its possession. Moreover, NCAC has even produced documents related to updates provided to the NCAC’s Council Key 3 related to the bankruptcy.

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Century continued to raise specific issues with Request Nos. 7-9, 12, and 13.

RFP No. 7: “All Documents (including presentations) and Communications exchanged between the Debtors and members of Your Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council Concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, and/or the Hartford Settlement Agreement.”

- Century’s counsel never raised this issue on the November 18, 2021 meet and confer call. However, as NCAC has already stated in its Responses and Objections, documents and communications exchanged between BSA and NCAC are more readily obtained from BSA, a party to the ongoing bankruptcy. NCAC should not have to endure the burden of duplicating the production of documents that Century already has in its possession or can more easily obtain from BSA.

RFP No. 8: “All Documents (including presentations) and Communications exchanged between Alvarez and Marsal and members of Your Council Executive Board, Council Executive Committee and/or Special or Advisory Council of Your Council Concerning the Chapter 11 Cases, a Plan of Reorganization, the TDPs, the Abuse Claims and/or the Hartford Settlement Agreement.”

- Again, Century’s counsel never raised this issue on the November 18, 2021 meet and confer call. Still, it is NCAC’s understanding that these documents are in BSA’s possession and can be more readily obtained from the BSA. Further, to the extent that these records were provided by the BSA to NCAC, these documents are subject to the joint defense agreement to which NCAC is a signatory.

RFP No. 9: “All drafts of term sheets for any Plan of Reorganization.”

- This is the first time that Century’s counsel has raised this issue with NCAC. Nonetheless, records responsive to this request are not within NCAC’s possession, custody, or control.

RFP No. 12: “All Documents Concerning the TDPs to be employed with any Plan of Reorganization for the Debtors, including all drafts of the TDPs.”

- Again, Century has never raised this specific issue with NCAC before. If it had, NCAC would have explained that NCAC does not have any records responsive to this Request in its possession, custody, or control.

RFP No. 13: “All Documents and Communications that BSA exchanged with Your Local Council Concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, the Abuse Claims and/or the Hartford Settlement Agreement.”

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- Century is raising this issue for the first time with NCAC in its Motion to Compel. Nonetheless, these documents are duplicative of the records that Century already received from BSA. Further, to the extent that they are subject to the joint defense agreement and common interest privilege, they are not discoverable.
- b. NCAC Produced Some Records Related to Its Contribution to the Settlement Trust but Withheld Other Documents by Asserting Legal Objections Related to the Undue Burden of a Duplicative Production of Documents by a Non-Party and the Release of Attorney-Client Privileged Records (RFP Nos. 14-16, 18-19, 28)**

In its Responses and Objections, NCAC agreed to produce non-privileged documents that were responsive to Request Nos. 14-16 that were not already produced to Century. True to that statement and acknowledged by Century, NCAC produced records responsive to this request within its possession, custody or control. Century specifically had issues with NCAC's responses to the following Requests 18-19 and 28. Century notes that NCAC has not provided any documents responsive to these Requests. This is the first time Century raised an issue with NCAC on these specific requests. NCAC will not withdraw its objections because the responsive documents are subject to the joint defense agreement, are duplicative of records already received by Century, or can be more readily obtained from BSA.

c. Abuse Claims Against NCAC (RFP Nos. 17, 25, 27, 30-33, 42, 44)

RFP No. 17: "... Documents authored or generated by Bates White Concerning the POCs, ... the Abuse Claims against the Debtors"

- NCAC does not have any documents authored or generated by Bates White in its possession, custody, or control besides the templates used by NCAC which have already been produced by the BSA to Century.

RFP No. 30 – 33

- This set of documents can be more easily obtained from BSA either because BSA generated the documents or NCAC provided these documents to the BSA. In any event, it is NCAC's understanding that all of these records were already produced to Century. As a non-party, NCAC should not be required to re-produce the same documents Century already possesses.

RFP No. 42 and 44

- Requests 42 and 44 are largely the same request. Regardless, NCAC does not have any documents in its possession, custody, or control that are responsive to this request.

d. NCAC Provided Its Privilege Log to Century

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During the November 18, 2021 meet and confer call, NCAC notified Century that its privilege log would be forthcoming. Merely four days later, NCAC produced its more than fifty page privilege log to Century detailing all of the documents to which NCAC is asserting the attorney client privilege in relation to the existing joint defense agreement between NCAC, BSA, and the Ad Hoc Committee of Local Councils. NCAC experienced a slight delay in producing the privilege log because of the voluminous amount of documents that it needed to include in the privilege log. Nonetheless, NCAC completed that process and provided the privilege log to Century.

V. CONCLUSION

For the foregoing reasons, NCAC respectfully requests that the Court deny Century's Motion to Compel National Capital Area Council.

Sincerely yours,



Adey Adenrele

cc: James Van Horn; JVanHorn@btlaw.com
Kevin G. Collins; kevin.collins@btlaw.com

CERTIFICATE OF SERVICE

I hereby certify that on November 24, 2021, I caused a copy of the foregoing *Response to Century Motion to Compel* to be served on all parties requesting service through the Court's ECF system and on the following parties by email:

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/s/ Kevin G. Collins
Kevin G. Collins (DE No. 5149)

**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)

**DECLARATION OF ADEYEMI ADENRELE IN SUPPORT OF NATIONAL CAPITAL
AREA COUNCIL'S OPPOSITION TO CENTURY'S MOTION TO COMPEL**

BARNES & THORNBURG LLP

James Van Horn

Adeyemi O. Adenrele

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Facsimile: 202 289 1330

*Counsel for National Capital Area Council
of the Boy Scouts of America*

I, Adeyemi O. Adenrele, hereby declare as follows:

1. I am an associate at the law firm Barnes & Thornburg, LLP. I am counsel for the National Capital Area Council of the Boy Scouts of America.

2. Attached hereto as Exhibit A is a true and correct copy of the Century Indemnity Company's Subpoena to National Capital Area Council for Document Requests and Certificate of Service, dated October 8, 2021.

3. Attached hereto as Exhibit B is a true and correct copy of the Responses and Objections of the National Capital Area Council of the Boy Scouts of America to Century Indemnity Company's Subpoena Duces Tecum, dated October 18, 2021.

4. Attached hereto as Exhibit C is a true and correct copy of a letter sent to me from Stamatios Stamoulis, Esquire, Counsel for Century Indemnity Company, dated November 5, 2021.

5. Attached hereto as Exhibit D is a true and correct copy of an email sent from me to Stamatios Stamoulis on November 5, 2021.

6. Attached hereto as Exhibit E is a true and correct copy of a letter sent by Stamatios Stamoulis to Jim Van Horn, a partner at the law firm Barnes & Thornburg LLP and counsel for the National Capital Area Council, dated November 8, 2021.

7. Attached hereto as Exhibit F is a true and correct copy of a letter sent by me to Stamatios Stamoulis, dated November 9, 2021.

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

Dated: November 24, 2021

/s/ Adeyemi O. Adenrele
Adeyemi O. Adenrele

EXHIBIT A

B2570 (Form 2570 - Subpoena to Produce Documents, Information, or Objects or To Permit Inspection in a Bankruptcy Case or Adversary Proceeding) (12/15)

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)

National Capital Area Council, BSA

To: 9190 Rockville Pike, Bethesda, MD 20814-3897

(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 I

Table with 2 columns: PLACE (Hyatt Regency Bethesda, One Bethesda Metro Center, 7400 Wisconsin Ave, Bethesda, MD 20814, Attn: Stamatios Stamoulis (302) 999-1540 stamoulis@swdelaw.com) and DATE AND TIME (October 18, 2021 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: 10/8/2021 CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Stamatios Stamoulis Attorney's signature

The name, address, email address, and telephone number of the attorney representing (name of party)

Century Indemnity Company, 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

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 under specified 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 (National Capital Area Council, BSA)

DEFINITIONS

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

1. “Abuse” means sexual conduct or misconduct, sexual abuse or molestation, sexual exploitation, indecent assault or battery, rape, pedophilia, ephebophilia, sexually related psychological or emotional harm, humiliation, anguish, shock, sickness, disease, disability, dysfunction, or intimidation, any other sexual misconduct or injury, contacts or interactions of a sexual nature, including the use of photography, video, or digital media, or other physical abuse or bullying or harassment without regard to whether such physical abuse or bullying is of a sexual nature, between a child and an adult, between a child and another child, or between a non-consenting adult and another adult, in each instance without regard to whether such activity involved explicit force, whether such activity involved genital or other physical contact, and whether there is or was any associated physical, psychological, or emotional harm to the child or non-consenting adult.

2. “Abuse Claim” means a liquidated or unliquidated Claim against a Boy Scouts of America, Local Council and/or Chartering Organization that is attributable to, arises from, is based upon, relates to, or results from, in whole or in part, directly, indirectly, or derivatively, alleged Abuse that occurred prior to the Petition Date, including any such Claim that seeks monetary damages or other relief, under any theory of law or equity whatsoever, including vicarious liability, respondeat superior, conspiracy, fraud, including fraud in the inducement, any negligence-based or employment-based theory, including negligent hiring, selection, supervision, retention or misrepresentation, any other theory based on misrepresentation, concealment, or unfair practice, public or private nuisance, or any other theory, including any theory based on public policy or any

act or failure to act by a Boy Scouts of America, Local Council and/or Chartering Organization or any other Person for whom any of the foregoing parties is alleged to be responsible.

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. "Chartered Organization" means each and every civic, faith-based, educational or business organization, governmental entity or organization, other entity or organization, or group of individual citizens, in each case presently or formerly authorized by the BSA to operate, sponsor or otherwise support one or more Scouting units.

5. "Claim Form" means any Sexual Abuse Survivor Proof of Claim Form submitted in these Chapter 11 Cases.

6. "Coalition" means the Coalition of Abused Scouts for Justice, an *ad hoc* committee composed of thousands of holders of Direct Abuse Claims that filed a notice of appearance in the Chapter 11 Cases on July 24, 2020 at Docket No. 1040.

7. "Coalition Professionals" means (a) Brown Rudnick LLP, (b) Robbins, Russell, Englert, Orseck & Untereiner LLP, (c) Monzack, Mersky and Browder, P.A., (d) Province, LLC, and (e) Parsons, Farnell & Grein, LLP.

8. "Communication" means the transmittal of information (in the form of facts, ideas, beliefs, inquiries, documents, or otherwise), including discussions, negotiations, agreements, understandings, meetings, conversations in person, telephone conversations, records of conversations or messages, telegrams, facsimile transmissions, electronic mail transmissions, letters, notes, reports, memoranda, formal statements, press releases, newspaper stories, or other form of verbal, written, mechanical, or electronic disclosure. References to Communications with business entities shall be deemed to include all officers, directors, employees, personnel, agents,

attorneys, accountants, consultants, independent contractors, or other representatives of such entities.

9. “Debtors” means Boy Scouts of America and Delaware BSA, LLC and each of their attorneys.

10. “Disclosure Statement” means any disclosure statement for a Plan of Reorganization for the Debtors, including but not limited to, the *Amended Disclosure Statement for the Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC* [Docket No. 6445], and any later-filed version(s) thereof.

11. “Documents” means 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.

12. "Fifth Amended Plan of Reorganization" means the *Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America And Delaware BSA, LLC* [Docket No. 6443], and any later-filed version(s) thereof.

13. "Firm" means each known Attorney representing holders of Abuse Claims.

14. "Hartford Settlement Agreement" means that certain settlement agreement, which remains subject to definitive documentation, by and between Hartford, the Debtors, the Ad Hoc Committee, the Coalition, the Future Claimants' Representative, and certain state court counsel to holders of Direct Abuse Claims, as such agreement is described in the term sheet appended to the *Sixth Mediators' Report* [D.I. 6210] filed on September 14, 2021, and as such agreement may be subsequently set forth in a definitive written settlement agreement that is consistent with such term sheet and executed by all of the parties thereto (and any additional parties that execute a joinder thereto). Upon its execution by all of the parties thereto, the Hartford Insurance Settlement Agreement shall be filed with the Plan Supplement and attached hereto as Exhibit I-1.

15. "Local Councils" means, collectively, the local councils of the Boy Scouts of America, including its individual members and any attorneys, representatives, consultants, advisors or anyone acting on a Local Councils' behalf.

16. "Plan of Reorganization" means a document prepared by the Debtors detailing how they will continue to operate post-confirmation and how they plan to pay creditor claims over a fixed period of time.

17. "Person" means an individual, a firm, a corporation, or other entity as the context requires.

18. "Petition Date" means February 18, 2020.

19. "POC" means any claims against the Debtors based on Abuse filed in these Chapter 11 Cases using the Sexual Abuse Survivor Proof of Claim Form.

20. "TDPs" means "Trust Distribution Procedures" and has the meaning provided in the Fifth Amended Plan of Reorganization and any Trust Distribution Procedure for a prior plan of reorganization in these Chapter 11 Cases..

21. The terms "You" or "Your" and variants thereof mean National Capital Area Council, BSA and all persons or entities acting on its behalf.

INSTRUCTIONS

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

1. The preceding Definitions apply to each of the Requests. Any capitalized terms used but not defined herein shall have the meanings given to such terms in the Fifth Amended Plan of Reorganization and/or Disclosure Statement.

2. The terms used in these Requests are to be given their most expansive and inclusive interpretation unless otherwise expressly limited in a Request. The terms "all," "any," and "each" shall each be construed as encompassing any, all, each, and every. The singular form of a word shall include the plural and vice versa. The terms "and" or "or" shall be both conjunctive and disjunctive. 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.

3. These Requests 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, such additional information is to be promptly produced.

4. You are required to produce all Documents and all other materials described below that is 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, or web-based email systems such as Gmail, Yahoo, etc.

5. 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 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; (b) if such Documents are attached to, enclosed with, or accompany Documents called for by these Requests; 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, mediation privilege, or any other claimed privilege or

exemption from production, then in answer to such Request or part thereof, for each such Document, you must:

- a. Identify the type, title and subject matter of the Document;
- a. State the place, date, and manner of preparation of the Document;
- b. Identify all authors, addressees, and recipients of the Document, including information about such persons to assess the privilege asserted; and
- c. 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, mediation privilege, and/or work-product doctrine. In the event any Documents are produced with redactions, a log setting forth the information requested in Instruction 8 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 are to be identified and produced.

11. If any part of the Requests 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, 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, you shall respond to any other portions of such Request 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 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 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 Century, 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 Century.

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 Century 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.

REQUESTS FOR PRODUCTION OF DOCUMENTS

**BOARD AND COMMITTEE MINUTES
ABOUT BANKRUPTCY**

REQUEST FOR PRODUCTION NO. 1:

All Documents provided to Your Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council Concerning the Chapter 11 Cases, any Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, the Hartford Settlement Agreement and/or the Abuse Claims asserted in the POCs in these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 2:

All Documents provided to Your Council Key 3 Concerning the Chapter 11 Cases, any Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, the Hartford Settlement Agreement and/or the Abuse Claims asserted in the POCs in these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 3:

All minutes of Your Council Key 3 Concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, and/or the

Hartford Settlement Agreement and/or the Abuse Claims asserted in the POCs in these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 4:

All minutes of Your Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council Concerning the Chapter 11 Cases, a Plan of Reorganizaition for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, the Hartford Settlement Agreement and/or the Abuse Claims asserted in the POCs in these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 5:

All Documents that Your Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council reviewed and/or relied upon in evaluating the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, and/or the Hartford Settlement Agreement.

REQUEST FOR PRODUCTION NO. 6:

All Communications among members of Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council Concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, and/or the Hartford Settlement Agreement.

REQUEST FOR PRODUCTION NO. 7:

All Documents (including presentations) and Communications exchanged between the Debtors and members of Your Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council Concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, and/or the Hartford Settlement Agreement.

REQUEST FOR PRODUCTION NO. 8:

All Documents (including presentations) and Communications exchanged between Alvarez & Marsal and members of Your Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council Concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, the Abuse Claims and/or the Hartford Settlement Agreement.

REQUEST FOR PRODUCTION NO. 9:

All drafts of term sheets for any Plan of Reorganization for the Debtors.

REQUEST FOR PRODUCTION NO. 10:

All Documents Concerning Communications with State Court Counsel, the Coalition, TCC, FCR and/or their counsel Concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, Abuse Claims and/or the Hartford Settlement Agreement.

REQUEST FOR PRODUCTION NO. 11:

All Documents Concerning any request that You support a motion, application or inclusion of a provision a Plan of Reorganization for the Debtors that in any way called for or supported the payment of the fees for the Coalition.

REQUEST FOR PRODUCTION NO. 12:

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

REQUEST FOR PRODUCTION NO. 13:

All Documents and Communications that BSA exchanged with Your Local Council Concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, the Abuse Claims and/or the Hartford Settlement Agreement.

ABUSE CLAIMS AND ANALYSIS OF ABUSE CLAIMS

REQUEST FOR PRODUCTION NO. 14:

All Documents that Your Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council reviewed and/or relied upon in evaluating and or determining the amount of Your Local Council's contribution to the Settlement Trust.

REQUEST FOR PRODUCTION NO. 15:

All Communications among members of Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council Concerning the amount of Your Local Council's contribution to the Settlement Trust.

REQUEST FOR PRODUCTION NO. 16:

All Documents that Your Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council reviewed and/or relied upon in evaluating and or determining the amount of Your Local Council's contribution to the Settlement Trust.

REQUEST FOR PRODUCTION NO. 17:

All Documents authored or generated by Bates White Concerning the POCs, the Debtors, the Abuse Claims against the Debtors, and/or these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 18:

All Documents Concerning the methodology that was employed to allocate the aggregate contribution by all Local Councils to the Settlement Trust to individual Local Councils including

any allocation by percentage or other means of the aggregate contribution to individual Local Councils.

REQUEST FOR PRODUCTION NO. 19:

All Documents Concerning the calculation and/or determination of the amount of Your Local Council's contribution to the Settlement Trust.

CHARTERING ORGANIZATIONS

REQUEST FOR PRODUCTION NO. 20:

All Documents and Communications that BSA exchanged with any Chartered Organizations concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, and/or the Hartford Settlement Agreement.

AGREEMENTS WITH CHARTERING ORGANIZATION

REQUEST FOR PRODUCTION NO. 21:

All Documents and Communications relating to any agreements between or among the Local Councils, Chartered Organizations and BSA that address in any way responsibility for defending and/or indemnifying claims by persons alleging injury arising from a scouting activity asserted against a chartering organization.

REQUEST FOR PRODUCTION NO. 22:

All Documents Concerning any claim that Chartering Organizations have asserted against Your Local Council for contribution and/or indemnity for Abuse Claims asserted against Chartering Organizations.

REQUEST FOR PRODUCTION NO. 23:

All Documents Concerning any claim, assertion or allegation that Local Councils generally and Your Local Council specifically took on an obligation to defend and indemnify Chartering

Organizations for Abuse Claims or other claims through the terms of the annual charter agreements between the Chartered Organizations and Local Councils.

REQUEST FOR PRODUCTION NO. 24:

The charter agreements entered into by Your Local Council from January 1, 2014 to the petition date with the following Chartering Organizations: (1) the Methodist Church and any group associated with the Methodist Church, (2) dioceses, parishes and/or schools associated with the Catholic Church (3) the Episcopal Church and any dioceses, parishes, school or other group associated with the Episcopal Church (4) the Lutheran Church and any diocese, parish, school or other group associated with the Lutheran Church (5) The Knights of Columbus. (6) the YMCA, and (7) the Presbyterian Church and any group associated with the Presbyterian Church.

REQUEST FOR PRODUCTION NO. 25:

All Documents and Communications Concerning the POCs filed by any of the Chartered Organizations in these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 26:

All Documents and Communications analyzing, assessing, or evaluating the proofs of claim filed by any of Chartered Organizations.

CHARTER MEMBERSHIP

REQUEST FOR PRODUCTION NO. 27:

All Documents and Communications Concerning membership projections, including any Documents and Communications reflecting analysis of the impact that the disassociation of one or more Chartered Organization from the Debtors and/or Your Local Council would have on the Debtors' membership levels and revenue projections and/or Your Local Council's membership levels.

REQUEST FOR PRODUCTION NO. 25:

All Documents authored or generated by Bates White Concerning Abuse Claims asserted or alleged against Your Local Council.

REQUEST FOR PRODUCTION NO. 27:

All Documents and Communications Concerning Abuse Claims asserted on behalf of individuals that you were unable to confirm were scouts in Your Local Council.

REQUEST FOR PRODUCTION NO. 28:

The Database, electronic spreadsheet, data and/or other information that was used to determine the amount of Your Local Council's contribution to the Settlement Trust

REQUEST FOR PRODUCTION NO. 30:

All Documents and Communications that the Debtors sent to Your Local Councils with the Local Council Feedback Template and Mandatory Reporting Procedures for Proofs of Claim filed in these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 31:

All Documents and Communications that Your Local Council generated in response to the request to complete the Local Council Feedback Template and Mandatory Reporting Procedures for Proofs of Claim filed in these Chapter 11 Cases.

REQUEST FOR PRODUCTION NO. 32:

All Communications between or among BSA Membership Standards Group and Your Local Councils related to the Local Council Reporting Procedures for any claims based on Abuse, including but not limited to, questions regarding the verification of Proof of Claim data.

REQUEST FOR PRODUCTION NO. 33:

All incident reports generated by Your Local Council in connection with the Proofs of Claim filed in these Chapter 11 Cass, including any and all supporting documentation attached to those incident reports.

REQUEST FOR PRODUCTION NO. 34:

All membership rosters for Your Local Council that correspond to the date of alleged abuse for the POCs that refer to Your Local Council.

REQUEST FOR PRODUCTION NO. 35:

All Documents and Communications between and/or among the Your Local Councils, the Chartered Organization Representative (COR) (or Institutional Head, where applicable), unit Committee Chair (CC) and/or unit program leader to notify them of the action being taken to remove the alleged abusers identified by the claimants in the Proof of Claim filed in these Chapter 11 cases from participation in Scouting.

LOCAL COUNSEL ASSETS

REQUEST FOR PRODUCTION NO. 36:

All Documents and Communications concerning whether assets that are donor-restricted should, or should not be, contributed to the Settlement Trust.

REQUEST FOR PRODUCTION NO. 37:

All Documents and Communications relating to Your cash and financial assets, including but not limited to bank statements, investment statements, listing of individual assets/holdings and associated market values, appraisals or other indicators of market value, records demonstrating any conditions or restrictions of use and/or encumbrances on the assets and any analysis related thereto.

INSURANCE

REQUEST FOR PRODUCTION NO. 38:

All Documents Concerning any insurance policies issued to Your Local Council by Hartford.

REQUEST FOR PRODUCTION NO. 39:

All Documents concerning the retained limits and/or deductibles associated with any insurance available to Your Local Council for Abuse Claims.

REQUEST FOR PRODUCTION NO. 40:

All Documents Concerning Your Council's responsibility to fund retained limits and or deductibles associated with any insurance coverage that it by rd.

LIQUIDATION ANALYSIS

REQUEST FOR PRODUCTION NO. 41:

All Documents and Communications concerning any liquidation analysis of the Debtors, Local Councils, and/or Chartered Organizations.

REQUEST FOR PRODUCTION NO. 42:

All Documents and Communications Concerning a pre-packaged bankruptcy to resolve Abuse Claims against the Boy Scouts of America.

REQUEST FOR PRODUCTION NO. 43:

All Documents that You relied upon in deciding to support the First Hartford Settlement Agreement, the Hartford Insurance Settlement Agreement and the TCJC Settlement Agreement.

REQUEST FOR PRODUCTION NO. 44:

All Documents and Communications Concerning the consideration and/or negotiation of a pre-packaged bankruptcy to resolve Abuse Claims against the Boy Scouts of America.

REQUEST FOR PRODUCTION NO. 45:

All Documents that set out Your document retention policies and practices over the last five years, including but not limited to the period over which You retain electronic communications.

REQUEST FOR PRODUCTION NO. 46:

All Documents that memorialize any directive or instruction given by You or anyone else to Your Local Council and its staff directing them to retain documents concerning the Chapter 11 Cases.

Dated: October 8, 2021

Respectfully Submitted,

By: /s/ Stamatios Stamoulis
Stamatios Stamoulis (#4606)

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North America*

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EXHIBIT B

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

x	
In re:	
<i>Boy Scouts of America and Delaware BSA, LLC</i>	Chapter 11
Debtors.	Case No. 20-10343 (LSS)
x	

**NATIONAL CAPITAL AREA COUNCIL OF THE BOY SCOUTS OF AMERICA’S
RESPONSES AND OBJECTIONS TO CENTURY INDEMNITY COMPANY’S
SUBPOENA DUCES TECUM**

The National Capital Area Council of the Boy Scouts of America (“NCAC”) hereby responds and objects to Century Indemnity Company’s Subpoena Duces Tecum (the “Subpoena”) served by Century Indemnity Company (“Century”) on or about October 8, 2021.

GENERAL OBJECTIONS

1. In making these responses and objections to the Requests for Production in the Subpoena (the “Requests,” and individually each is a “Request”), NCAC does not in any way waive or intend to waive, but rather intends to preserve and is preserving: (a) all objections as to competence, relevance, materiality, privilege and admissibility of any responses and/or information provided; (b) all rights to object on any ground to the use of any of these objections, responses and/or information provided, in any subsequent proceedings; and (c) all rights to object on any grounds to any requests for further responses to these (or any other) document requests or discovery requests.

2. NCAC objects to any and all Requests that require NCAC to undergo the undue burden of producing certain documents that could be obtained from other sources, including the

Debtors. NCAC further objects to the Requests to the extent that they seek production of certain documents that are already available through the Debtors' data site, to which Century already has access. To the extent that NCAC is aware that the documents requested are available through the Debtors' data site, it will not endeavor to produce them.

3. NCAC's failure to object to a Request shall not be construed as an admission or representation that any responsive information exists or that, if such information exists, it is non-privileged. NCAC's failure to object to a Request on a particular ground or grounds shall not be construed as a waiver of NCAC's right to object on that or any other additional ground. NCAC reserves the right to assert additional objections to these Requests as appropriate and to supplement these objections.

4. NCAC objects to the Requests to the extent that they seek information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the common interest or joint defense doctrine, mediation privilege, or any other applicable rule, doctrine, privilege or immunity or protection from discovery (whether based upon statute, rule, or common law). NCAC will not disclose such information, and any disclosure of information so protected is inadvertent and shall not be deemed a waiver of any such privilege, rule, doctrine, or immunity, pursuant to Federal Rule of Evidence 502 and otherwise. In particular, NCAC notes that it is party to a Joint Defense Agreement by and among NCAC, the Ad Hoc Committee of Local Councils and the National BSA and that certain documents and communications among the parties above may be privileged to the extent they are made in furtherance of such parties' common interests.

5. NCAC objects to the Requests as imposing undue burden to the extent that they seek production of certain documents that could be obtained from other sources, including the

Debtors. NCAC further objects to the Requests to the extent that they seek production of certain documents that are already available through the Debtors' data site, to which Century already has access. To the extent that NCAC is aware that the documents requested are available through the Debtors' data site, it will not endeavor to produce them.

6. A statement by NCAC that it will produce information or documents in response to a particular Request is not to be construed as an admission that any responsive information or documents now exist or previously existed, or that any responsive information or documents are within NCAC's possession, custody or control, or that, if such information exists, it is non-privileged.

7. All of NCAC's objections are continuing throughout the responses to the specific Requests set forth below, even when not further referred to in said responses. The objections set forth in the above-numbered paragraphs are incorporated in each response set forth below.

8. NCAC reserves its rights under Bankruptcy Rule 9016, including the right to require any enforcement of the Subpoena before the United States District Court for the District of Maryland (the "NCAC's District Court"). If Century believes that the responses provided herein are inadequate or incomplete, NCAC requests that Century set out in writing its basis for such assertion and that NCAC and Century meet and confer prior to Century taking any steps to seek to enforce the Subpoena before the NCAC's District Court.

9. NCAC objects to the Requests as improper to the extent they purport to require production of documents on or before October 18th. To the extent that NCAC agrees to produce documents, it will endeavor to do so in accordance with the timeline set forth in the Scheduling Order [D.I. 6528].

10. NCAC objects to the Requests as vague, ambiguous and unduly burdensome insofar as they do not specify or provide a range of dates for documents and other communications that they purport to require NCAC to produce. Unless otherwise indicated, NCAC will not produce documents or other communications that arose on or prior to February, 18, 2020, the date that the Debtors commenced their Bankruptcy Cases.

11. Any production made in response to any Request shall be subject to, and governed by, the terms of the Confidentiality and Protective Order [Dkt. No. 799]. For the avoidance of doubt, NCAC shall be considered a “Producing Party,” and Century shall be considered a “Receiving Party,” as defined therein.

12. NCAC submits these Responses and objections without waiving any objections it may have regarding the relevance, materiality, competency, or authenticity of the subject matter of any Request, document request, document or information provided, and without implying that any of the information or documents requested in fact exist or are within NCAC’s knowledge, possession, custody, or control.

13. NCAC, in making its specific Responses, incorporates its general objections into each response to each individual Request as though fully set forth therein.

RESPONSES AND OBJECTIONS TO SPECIFIC REQUESTS

Document Request No. 1: All Documents provided to Your Council Executive Board, Council Executive and/or any Special or Advisory Council Concerning the Chapter 11 Cases, any Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, the Hartford Settlement Agreement and/or the Abuse.

Response to Document Request No. 1: NCAC objects to this Request as overbroad and unduly burdensome because it asks NCAC for “all” documents concerning the Chapter 11 Cases, “any” Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, the Hartford Settlement and/or the Abuse Claims asserted in the POCs in these Chapter 11 cases, without regard to the relevance of that information to this case. NCAC further objects to this Request as the documents requested have no direct or indirect relationship to any objection that Century has lodged with the Bankruptcy Court in connection with confirmation of the plan of reorganization for which this Subpoena was issued. Nor are the documents requested reasonably related to any matter that might come before the Bankruptcy Court in connection with the plan of reorganization. Subject to and without waiving the foregoing objections, NCAC will provide relevant and non-attorney client privileged documents responsive to this Request, to the extent that they exist.

Document Request No. 2: All Documents provided to Your Council Key 3 Concerning the Chapter 11 Cases, any Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, the Hartford Settlement Agreement and/or the Abuse Claims asserted in the POCs in these Chapter 11 Cases.

Response to Document Request No. 2: NCAC objects to this Request as overbroad and unduly burdensome because it asks NCAC for “all” documents concerning the Chapter 11 Cases, “any” Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, the Hartford Settlement and/or the Abuse Claims asserted in the POCs in these Chapter 11 cases, without regard to the relevance of that information to this case. NCAC

further objects to this Request as the documents requested have no direct or indirect relationship to any objection that Century has lodged with the Bankruptcy Court in connection with confirmation of the plan of reorganization for which this Subpoena was issued. Nor are the documents requested reasonably related to any matter that might come before the Bankruptcy Court in connection with the plan of reorganization. Subject to and without waiving the foregoing objections, NCAC will provide relevant and non-attorney client privileged documents responsive to this Request, to the extent that they exist.

Document Request No. 3: All minutes of Your Council Key 3 Concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, and/or the Hartford Settlement Agreement and/or the Abuse Claims asserted in the POCs in these Chapter 11 Cases.

Response to Document Request No. 3: NCAC objects to this Request as overbroad and unduly burdensome because it asks NCAC for “all” minutes concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, the Hartford Settlement and/or the Abuse Claims asserted in the POCs in these Chapter 11 cases, without regard to the relevance of that information to this case. NCAC further objects to this Request as the documents requested have no direct or indirect relationship to any objection that Century has lodged with the Bankruptcy Court in connection with confirmation of the plan of reorganization for which this Subpoena was issued. Nor are the documents requested reasonably related to any matter that might come before the Bankruptcy Court in connection with the plan of reorganization. Subject to and without waiving the foregoing objections, NCAC will provide relevant and non-attorney client privileged documents responsive to this Request, to the extent that they exist.

Document Request No. 4: All minutes of Your Council Executive Board, Council Executive Committee and/or any Special or Advisory Council Concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs,

the Hartford Settlement Agreement and/or the Abuse Claims asserted in the POCs in these Chapter 11 Cases.

Response to Document Request No. 4: NCAC objects to this Request as overbroad and unduly burdensome because it asks NCAC for “all” minutes concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, the Hartford Settlement and/or the Abuse Claims asserted in the POCs in these Chapter 11 cases, without regard to the relevance of that information to this case. NCAC further objects to this Request as the documents requested have no direct or indirect relationship to any objection that Century has lodged with the Bankruptcy Court in connection with confirmation of the plan of reorganization for which this Subpoena was issued. Nor are the documents requested reasonably related to any matter that might come before the Bankruptcy Court in connection with the plan of reorganization. Subject to and without waiving the foregoing objections, NCAC will provide relevant and non-attorney client privileged documents responsive to this Request, to the extent that they exist.

Document Request No. 5: All Documents that Your Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council reviewed and/or relied upon in evaluation the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, and/or the Hartford Settlement Agreement.

Response to Document Request No. 5: NCAC objects to this Request as overbroad and unduly burdensome because it seeks “all” documents related to this request, without regard to relevance of that information to this case. NCAC further objects to the extent this Request calls for production of documents subject to the attorney-client privilege and attorney work product. NCAC objects to this Request as the documents requested have no direct or indirect relationship to any objection that Century has lodged with the Bankruptcy Court in connection with confirmation of the plan of reorganization for which this Subpoena was issued. Nor are the

documents requested reasonably related to any matter that might come before the Bankruptcy Court in connection with the plan of reorganization. Subject to and without waiving the foregoing objections, NCAC will produce responsive, non-privileged documents responsive to this Request, to the extent that they exist.

Document Request No. 6: All Communications among members of Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council Concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, and/or the Hartford Settlement Agreement.

Response to Document Request No. 6: NCAC objects to this Request as the communications requested have no direct or indirect relationship to any objection that Century has lodged with the Bankruptcy Court in connection with confirmation of the plan of reorganization for which this Subpoena was issued. Nor are the documents requested reasonably related to any matter that might come before the Bankruptcy Court in connection with the plan of reorganization. NCAC further objects on the grounds that producing “all” documents in response to this request would place an undue burden on NCAC. NCAC also objects to the extent this Request calls for production of documents subject to the attorney-client privilege or work product protection. Subject to and without waiving the foregoing objections, NCAC will provide relevant and non-attorney client privileged documents responsive to this Request, to the extent that they exist.

Document Request No. 7: All Documents (including presentations) and Communications exchanged between the Debtors and members of Your Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council Concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, and/or the Hartford Settlement Agreement.

Response to Document Request No. 7: NCAC objects to this Request as overbroad and unduly burdensome because it seeks “all” documents (including presentations) and communications related to this request, without regard to the relevance of those communications to this case. NCAC objects to this Request as the documents requested appear to be in the

possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC believes the documents responsive to this Request it possesses, if any, are duplicative of documents in the possession of the Debtors. On these bases, NCAC objects to producing any documents in response to Request No. 7.

Document Request No. 8: All Documents (including presentations) and Communications exchanged between Alvarez and Marsal and members of Your Council Executive Board, Council Executive Committee and/or Special or Advisory Council of Your Council Concerning the Chapter 11 Cases, a Plan of Reorganization, the TDPs, the Abuse Claims and/or the Hartford Settlement Agreement.

Response to Document Request No. 8: NCAC objects to this Request as overbroad and unduly burdensome because it asks NCAC for “all” documents, presentations, and communications exchanged between Alvarez & Marsal and members of Our Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Our Council related to this request, without regard to the relevance of those documents, presentations, and communications to this case. NCAC further objects to this Request as the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors or Alvarez & Marsal. NCAC believes the documents responsive to this Request it possesses, if any, are duplicative of documents in the possession of the Debtors. On these bases, NCAC objects to producing any documents in response to Request No. 8.

Document Request No. 9: All drafts of term sheets for any Plan of Reorganization for the Debtors.

Response to Document Request No. 9: NCAC objects to this Request as overbroad and unduly burdensome because it asks NCAC for “all” drafts of term sheets for “any” Plan of Reorganization for the Debtors, without regard to relevance of those drafts to this case. NCAC further objects to this Request as the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC

believes the documents responsive to this Request it possesses, if any, are duplicative of documents in the possession of the Debtors. On these bases, NCAC objects to producing any documents in response to Request No. 9.

Document Request No. 10: All Documents Concerning Communications with State Court Counsel, the Coalition, TCC, FCR and/or their counsel Concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, Abuse Claims and/or the Hartford Settlement Agreement.

Response to Document Request No. 10: NCAC objects to this Request as overbroad and unduly burdensome because it seeks “all” documents concerning communications related to this request, without regard to relevance of those documents to this case. NCAC further objects to the extent this Request calls for production of documents subject to the attorney-client privilege or work product, specifically with respect to “Communications with *State Court Counsel*, the Coalition, TCC, FCR and/or *their counsel*.” NCAC further objects to this Request as the documents requested appear to be in the possession, custody, and control of State Court Counsel, the Coalition, TCC, and/or FCR and can be more readily obtained from one of them. Each are parties in the Bankruptcy Case. NCAC believes the documents responsive to this Request it possesses, if any, are duplicative of documents in the possession of State Court Counsel, the Coalition, TCC, and/or FCR. Subject to and without waiving the foregoing objections, NCAC will provide relevant and non-attorney client privileged documents responsive to this Request, to the extent that they exist.

Document Request No. 11: All Documents Concerning any request that You support a motion, application, or inclusion of a provision a Plan of Reorganization for the Debtors that in any way called for or supported the payment of the fees for the Coalition.

Response to Document Request No. 11: NCAC objects to this Request as unnecessarily overbroad, as several recent versions of the plan have called for payment of the Coalition’s fees. Furthermore, no version of any Plan of Reorganization for the Debtors has at any

time “called for” or requested the support of NCAC for the payment of the fees of the Coalition. NCAC further objects to the extent this Request calls for production of documents subject to the attorney-client privilege or work product doctrine. Subject to and without waiving the foregoing objections, NCAC will provide relevant and non-attorney client privileged documents, to the extent that they exist, that were specifically directed to NCAC and specifically sought NCAC’s support of a Plan of Reorganization for the Debtors that includes payment of the Coalition’s fees on or before November 5, 2021.

Document Request No. 12: All Documents Concerning the TDPs to be employed with any Plan of Reorganization for the Debtors, including all drafts of the TDPs.

Response to Document Request No. 12: NCAC objects to this Request as the documents requested appear to be in the possession, custody, and control of parties other than NCAC, including the Debtors, State Court Counsel, the Coalition, TCC, and/or FCR. To the extent that they are, NCAC objects to this Request on the basis that it is unduly burdensome and responsive documents can be more readily obtained from one of them. NCAC believes the documents responsive to this Request it possesses, if any, are duplicative of documents in the possession of the Debtors, State Court Counsel, the Coalition, TCC, and/or FCR. On these bases, NCAC objects to producing any documents in response to Request No. 12.

Document Request No. 13: All Documents and Communications that BSA exchanged with Your Local Council Concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, the Abuse Claims and/or the Hartford Settlement Agreement.

Response to Document Request No. 13: NCAC objects to this Request as the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC further objects on the grounds that producing documents in response to this Request would place an undue burden on NCAC. NCAC believes

the documents responsive to this Request it possesses, if any, are duplicative of documents in the possession of the Debtors. On these bases, NCAC objects to producing any documents in response to Request No. 13.

Document Request No. 14: All Documents that Your Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council reviewed and/or relied upon in evaluating and/or determining the amount of Your Local Council's contribution to the Settlement Trust.

Response to Document Request No. 14: NCAC objects to the extent this Request calls for production of documents subject to the attorney-client privilege and work product protection. NCAC further objects to this Request as the documents appear to be in the possession, custody, and control of the Ad Hoc Committee of Local Councils ("AHCLC") and can be more readily obtained from AHCLC. The AHCLC is a party in the Bankruptcy Case. NCAC believes the documents responsive to this Request it possesses, if any, are duplicative of documents in the possession of AHCLC. NCAC further objects on the grounds that producing documents in response to this Request would place an undue burden on NCAC. Moreover, NCAC has submitted substantial data concerning its assets, asset restrictions, and similar data to assist the active parties in the Bankruptcy Case to assess NCAC's proposed contribution to the Settlement Trust. Upon information and belief, those documents have been available to Century. Responding further, the AHCLC originally provided the amount that NCAC was expected to contribute to the Settlement Trust on June 18, 2021. Subject to and without waiving the foregoing objections, NCAC will produce responsive, non-privileged, and non-duplicative documents generated between June 18, 2021 and November 5, 2021, to the extent that they exist.

Document Request No. 15: All Communications among members of Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council Concerning the amount of Your Local Council's contribution to the Settlement Trust.

Response to Document Request No. 15: NCAC objects to the extent this Request calls for production of communications subject to the attorney-client privilege or work product protection. NCAC further objects to this Request on the grounds that producing documents in response to this request would place an undue burden on NCAC. Moreover, NCAC has submitted substantial data concerning its assets, asset restrictions, and similar data to assist the active parties in the Bankruptcy Case to assess NCAC's proposed contribution to the Settlement Trust. Upon information and belief, those documents have been available to Century. Responding further, the AHCLC originally provided the amount that NCAC was expected to contribute to the Settlement Trust on June 18, 2021. Subject to and without waiving the foregoing objections, NCAC will produce responsive, non-privileged documents generated between June 18, 2021 and November 5, 2021, to the extent that they exist.

Document Request No. 16: All Documents that Your Council Executive Board, Council Executive Committee and/or any Special or Advisory Council of Your Council reviewed and/or relied upon in evaluating and/or determining the amount of Your Local Council's contribution to the Settlement Trust.

Response to Document Request No. 16: NCAC objects to this Request as it is duplicative of Request No. 14.

Document Request No. 17: All Documents authored or generated by Bates White Concerning the POCs, the Debtors, the Abuse Claims against the Debtors, and/or these Chapter 11 Cases.

Response to Document Request No. 17: NCAC objects to this Request as overbroad and unduly burdensome because it seeks "all" documents related to this request, without regard to relevance of that information to this case. NCAC objects to this Request as the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors or Bates White. NCAC believes the documents responsive to this Request it possesses are duplicative of documents in the possession of the

Debtors. On these bases, NCAC objects to producing any documents in response to Request No.17.

Document Request No. 18: All Documents Concerning the methodology that was employed to allocate the aggregate contribution by all Local Councils to the Settlement Trust to individual Local Councils including any allocation by percentage or other means of the aggregate contribution to individual Local Councils.

Response to Document Request No. 18: NCAC objects to this Request as overbroad and unduly burdensome because it seeks “all” documents related to this request, without regard to relevance of that information to this case. NCAC further objects to this Request as vague and ambiguous as to the Court’s use of the term “the methodology”, which is not a defined term, and whose plain meaning is subject to multiple interpretations. NCAC further objects to the extent this Request calls for production of documents subject to the attorney-client privilege or work product protection. NCAC further objects to this Request as the documents appear to be in the possession, custody, and control of AHLCL and can be more readily obtained from AHCLC. The AHCLC is a party in the Bankruptcy Case. NCAC believes the documents responsive to this Request it possesses, if any, are duplicative of documents in the possession of AHCLC. On these bases, NCAC objects to producing any documents in response to Request No. 18.

Document Request No. 19: All Documents Concerning the calculation and/or determination of the amount of Your Local Council's contribution to the Settlement Trust.

Response to Document Request No. 19: NCAC objects to this Request as overbroad and unduly burdensome because it seeks “all” documents related to this request, without regard to relevance of that information to this case. NCAC further objects to the extent this Request calls for production of documents subject to the attorney-client privilege and work product protection. NCAC further objects to this Request as the documents appear to be in the possession, custody, and control of AHCLC and can be more readily obtained from AHCLC. The AHCLC is

a party in the Bankruptcy Case. NCAC believes the documents responsive to this Request it possesses, if any, are duplicative of documents in the possession of AHCLC. On these bases, NCAC objects to producing any documents in response to Request No. 19.

Document Request No. 20: All Documents and Communications that BSA exchanged with any Chartered Organizations concerning the Chapter 11 Cases, a Plan of Reorganization for the Debtors, the Fifth Amended Plan of Reorganization, the TDPs, and/or the Hartford Settlement Agreement.

Response to Document Request No. 20: NCAC objects to this Request insofar as it calls for NCAC to produce documents between NCAC and Chartered Organizations. NCAC is not NCAC and is not a Chartered Organization, nor are documents between NCAC and a Chartered Organization within NCAC's possession, custody, or control. NCAC therefore objects on the basis that this Request demands documents outside the scope of permissible discovery from a third party. NCAC further objects on the basis that producing "all" documents in response to this Request would impose an undue burden on NCAC. On these bases, NCAC objects to producing any documents in response to Request No. 20.

Document Request No. 21: All Documents and Communications relating to any agreements between or among the Local Councils, Chartered Organizations and BSA that address in any way responsibility for defending and/or indemnifying claims by persons alleging injury arising from a scouting activity asserted against a chartering organization.

Response to Document Request No. 21: NCAC objects to this Request as overbroad and unduly burdensome because it seeks "all" documents and communications relating to "any" agreements, without regard to relevance of that information to this case. NCAC further objects to the extent this Request calls for production of documents and communications subject to the attorney-client privilege or work product protection specifically pertaining to documents or communications that "address in any way responsibility for defending and/or indemnifying claims by persons alleging injury arising from a scouting activity asserted against a chartering

organization. NCAC believes that any documents responsive to this Request it possesses, if any, to which the Debtors are a party are duplicative of documents in the possession of the Debtors. Subject to and without waiving the foregoing objections, NCAC will produce any non-duplicative agreements between NCAC and a Chartered Organization to which the Debtors are not also a party between June 18, 2020 and November 5, 2021.

Document Request No. 22: All Documents Concerning any claim that Chartering Organizations have asserted against Your Local Council for contribution and/or indemnity for Abuse Claims asserted against Chartering Organizations.

Response to Document Request No. 22: NCAC objects to this Request on the grounds that it is overly broad and vague. NCAC further states that producing “all Documents” in response to this Request imposes an undue burden on NCAC and not proportional to the needs of the Bankruptcy Case and NCAC therefore objects on these additional grounds. In response to this Request, NCAC states that it has not received any specific written demand from any Chartered Organization seeking contribution and/or indemnity for Abuse Claims. As a result, NCAC does not have documents responsive to this Request.

Document Request No. 23: All Documents Concerning any claim, assertion, or allegation that Local Councils generally and Your Local Council specifically took on an obligation to defend and indemnify Chartering Organizations for Abuse Claims or other claims through the terms of the annual charter agreements between the Chartered Organizations and Local Councils.

Response to Document Request No. 23: NCAC objects to this Request in that producing “all Documents” in response to this Request imposes an undue burden on NCAC and the Request is not proportional to the needs of the Bankruptcy Case. NCAC further states that from and since approximately 2014, the agreement between NCAC and Chartered Organizations contains provisions that may require NCAC to defend and/or indemnify Chartered Organizations in particular circumstances. NCAC states that it will produce exemplars of such agreements on or prior to November 5, 2021 that are in its possession, custody, and control and responsive to

Request No. 24. However, in response to this Request, NCAC states that it has not received any specific written demand from any Chartered Organization for Abuse Claims. As a result, NCAC does not have documents responsive to this Request.

Document Request No. 24: The charter agreements entered into by Your Local Council from January 1, 2014 to the petition date with the following Chartering Organizations: (1) the Methodist Church and any group associated with the Methodist Church, (2) dioceses, parishes and/or schools associated with the Catholic Church (3) the Episcopalian Church and any dioceses, parishes, school or other group associated the Episcopalian Church (4) the Lutheran Church and any diocese, parish, school or other group associated with the Lutheran Church (5) The Knights of Columbus. (6) the YMCA, and (7) the Presbyterian Church and any group associated with the Presbyterian Church.

Response to Document Request No. 24: NCAC further states that it is unduly burdensome to produce “all” such agreements and such agreements are duplicative of one another and are otherwise not proportional to the needs of the Bankruptcy Case. NCAC will not produce other or further documents in response to this Request. Subject to and without waiving the foregoing objections, NCAC incorporates its response to Request No. 23 and states that it will provide an exemplar of its agreement with Chartered Organizations from and since January 1, 2014 on or before November 5, 2021 to the extent it exists and is within NCAC’s possession, custody, or control.

Document Request No. 25: All Documents and Communications Concerning the POCs filed by any of the Chartered Organizations in these Chapter 11 Cases.

Response to Document Request No. 25: NCAC objects to this Request as overbroad and unduly burdensome because it seeks “all” documents and communications, without regard to relevance of that information to this case. NCAC objects to this Request as certain of the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC believes the documents responsive to this Request, if any, it possesses are duplicative of documents in the possession of the Debtors. NCAC

further objects on the grounds that producing “all” documents in response to this request would place an undue burden on NCAC and are not otherwise proportional to the needs of the Bankruptcy Case. Subject to and without waiving the foregoing objections, NCAC will produce any responsive, non-duplicative documents in its possession, custody or control, to the extent that they exist.

Document Request No. 26: All Documents and Communications analyzing, assessing, or evaluating the proofs of claim filed by any of Chartered Organizations.

Response to Document Request No. 26: NCAC objects to this Request as overbroad and unduly burdensome because it seeks “all” documents and communications analyzing, assessing, or evaluating the proofs of claim filed by “any” of the Chartered Organizations, without regard to relevance of that information to this case. NCAC objects to this Request as certain of the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC further objects on the grounds that producing “all” documents in response to this request would place an undue burden on NCAC and are not otherwise proportional to the needs of the Bankruptcy Case. Subject to and without waiving the foregoing objections, NCAC will produce any responsive, non-duplicative, non-attorney client privileged documents in its possession, custody or control, to the extent that they exist.

Document Request No. 27: All Documents and Communications Concerning membership projections, including any Documents and Communications reflecting analysis of the impact that the disassociation of one or more Chartered Organizations from the Debtors and/or Your Local Council would have on the Debtors’ membership levels and revenue projections and/or Your Local Council's membership levels.

Response to Document Request No. 27: NCAC objects to this Request as certain of the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC further objects on the grounds that

producing “all” documents in response to this Request would place an undue burden on NCAC and this Request is not otherwise proportional to the needs of the Bankruptcy Case. Subject to and without waiving the foregoing objections, NCAC will produce any non-privileged and non-duplicative documents in its possession that were not generated by the Debtors on or before November 5, 2021, to the extent that they exist.

Document Request No. 25:¹ All Documents authored or generated by Bates White Concerning Abuse Claims asserted or alleged against Your Local Council.

Response to Document Request No. 25: NCAC objects to this Request as overbroad and unduly burdensome because it seeks “all” documents related to this request, without regard to the proportionality to the needs of the Bankruptcy case. NCAC further objects to this Request as the documents requested appear to be in the possession, custody, and control of the Debtors or Bates White and can be more readily obtained from the Debtors or Bates White. NCAC believes the documents responsive to this Request it possesses are duplicative of documents in the possession of the Debtors. Subject to and without waiving the foregoing objections, NCAC will produce any responsive, non-duplicative documents in its possession, custody or control, to the extent that they exist.

Document Request No. 27:² All Documents and Communications Concerning Abuse Claims asserted on behalf of individuals that you were unable to confirm were scouts in Your Local Council.

Response to Document Request No. 27: NCAC objects to this Request as certain of the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC further objects to this Request as overbroad

¹ The Subpoena contains two separate Requests labeled “Request for Production No. 25.” NCAC’s responses do not correct this oversight but instead track the same Request number order.

² The Subpoena contains two separate Requests labeled “Request for Production No. 27.” NCAC’s responses do not correct this oversight but instead track the same Request number order.

and unduly burdensome because it seeks “all” documents related to Abuse Claims from individuals not confirmed to be scouts in NCAC and is not proportional to the needs of the Bankruptcy Case. NCAC therefore objects on these additional grounds. Subject to and without waiving the foregoing objections, NCAC will produce responsive documents that are not duplicative of documents in the possession of the Debtors, to the extent that they exist.

Document Request No. 28: The Database, electronic spreadsheet, data and/or other information that was used to determine the amount of Your Local Council's contribution to the Settlement Trust.

Response to Document Request No. 28: NCAC objects to this Request as the documents appear to be in the possession, custody, and control of AHCLC and can be more readily obtained from AHCLC. The AHCLC is a party in the Bankruptcy Case. NCAC believes the documents responsive to this Request it possesses, if any, are duplicative of documents in the possession of AHCLC. On this basis, NCAC objects to producing any documents in response to Request No. 28.

Document Request No. 30:³ All Documents and Communications that the Debtors sent to Your Local Councils with the Local Council Feedback Template and Mandatory Reporting Procedures for Proofs of Claim filed in these Chapter 11 Cases.

Response to Document Request No. 30: NCAC objects to this Request as overbroad and unduly burdensome because it seeks “all” documents and communications related to this request, without regard to relevance of that information to this case. NCAC further objects to the extent this Request calls for production of documents subject to the attorney-client privilege or work product protection. NCAC further objects to this Request as the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC believes the documents responsive to this Request it possesses,

³ The Subpoena does not contain a “Request for Production No. 29.”

if any, are duplicative of documents in the possession of the Debtors. On these bases, NCAC objects to producing any documents in response to Request No. 30.

Document Request No. 31: All Documents and Communications that Your Local Council generated in response to the request to complete the Local Council Feedback Template and Mandatory Reporting Procedures for Proofs of Claim filed in these Chapter 11 Cases.

Response to Document Request No. 31: NCAC objects to producing “all Documents” in response to this Request on the grounds that it imposes an undue burden on NCAC and is not proportional to the needs of the Bankruptcy Case. NCAC further objects to the extent this Request calls for production of documents subject to the attorney-client privilege or work product protection. NCAC further objects to this Request as certain of the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC states that production of the Local Council Feedback Template and Mandatory Reporting Procedures that NCAC prepared for and provided to the Debtors provides a sufficient response to this Request and that such documents are obtainable from, and should be obtained from, the Debtors. Subject to and without waiving the foregoing objections, NCAC will produce responsive documents that are not duplicative of documents in the possession of the Debtors, to the extent that they exist.

Document Request No. 32: All Communications between or among BSA Membership Standards Group and Your Local Councils related to the Local Council Reporting Procedures for any claims based on Abuse, including but not limited to, questions regarding the verification of Proof of Claim data.

Response to Document Request No. 32: NCAC objects to this Request as overbroad and unduly burdensome because it seeks “all” communications related to this request, without regard to the proportionality of the needs of the Bankruptcy case. NCAC further objects to this Request as the communications requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC believes the

communications responsive to this Request it possesses, if any, are duplicative of documents in the possession of the Debtors. NCAC therefore directs Century to the Debtors for production of any documents in response to this Request. Subject to and without waiving the foregoing objections, NCAC will produce responsive documents that are not duplicative of documents in the possession of the Debtors, to the extent that they exist.

Document Request No. 33: All incident reports generated by Your Local Council in connection with the Proofs of Claim filed in these Chapter 11 Cases, including any and all supporting documentation attached to those incident reports.

Response to Document Request No. 33: NCAC objects to this Request as overbroad and unduly burdensome because it seeks “all” incident reports related to this Request, without regard to relevance of that information or its proportionality to the needs of the Bankruptcy Case. NCAC objects to this Request on the grounds that it is overly broad and vague. Responding further, NCAC objects to this Request as the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC believes the documents responsive to this Request it possesses, if any, are duplicative of documents in the possession of the Debtors. Subject to and without waiving the foregoing objections, NCAC will produce responsive documents that are not duplicative of documents in the possession of the Debtors, to the extent that they exist.

Document Request No. 34: All membership rosters for Your Local Council that correspond to the date of alleged abuse for the POCs that refer to Your Local Council.

Response to Document Request No. 34: NCAC objects to this Request as being vague and overbroad. On its face, this Request seeks “all” rosters for any date on which there is an allegation of abuse. Furthermore, producing documents in response to this Request would impose an undue burden on NCAC and are not otherwise proportional to the needs of the Bankruptcy Case. NCAC further states that it has produced relevant rosters to the Debtors.

Responding further, NCAC objects to this Request as the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC believes the documents responsive to this Request it possesses, if any, are duplicative of documents in the possession of the Debtors. On these bases, NCAC objects to producing any documents in response to Request No. 34.

Document Request No. 35: All Documents and Communications between and/or among the [*sic*] Your Local Councils, the Chartered Organization Representative (COR) (or Institutional Head, where applicable), unit Committee Chair (CC) and/or unit program leader to notify them of the action being taken to remove the alleged abusers identified by the claimants in the Proof of Claim filed in these Chapter 11 cases from participation in Scouting.

Response to Document Request No. 35: NCAC objects to this Request as the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC believes the documents responsive to this Request it possesses, if any, are duplicative of documents in the possession of the Debtors. Subject to and without waiving its general objections, NCAC will produce all non-privileged and non-duplicative documents responsive to this Request on or before November 5, 2021, to the extent that they exist.

Document Request No. 36: All Documents and Communications concerning whether assets that are donor-restricted should, or should not be, contributed to the Settlement Trust.

Response to Document Request No. 36: NCAC objects to this Request on the grounds that it is overly broad and vague. NCAC further states that producing “all” Documents in response to this Request imposes an undue burden on NCAC and is not otherwise proportional to the needs of the Bankruptcy Case. Responding further, NCAC objects to this Request as the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC believes the documents responsive to this

Request it possesses, if any, are duplicative of documents in the possession of the Debtors. NCAC further objects to the extent this Request calls for production of documents and communications subject to the attorney-client privilege or work product protection. Responding further, NCAC states that the AHCLC originally provided the amount that NCAC was expected to contribute to the Settlement Trust on June 18, 2021. Subject to and without waiving its foregoing objections, NCAC will produce non-privileged and non-duplicative documents responsive to this Request, to the extent that they exist.

Document Request No. 37: All Documents and Communications relating to Your cash and financial assets, including but not limited to bank statements, investment statements, listing of individual assets/holdings and associated market values, appraisals or other indicators of market value, records demonstrating any conditions or restrictions of use and/or encumbrances on the assets and any analysis related thereto.

Response to Document Request No. 37: NCAC objects to this Request on the grounds that NCAC has submitted substantial data concerning its assets, asset restrictions, and similar data to assist the active parties in the Bankruptcy Case to assess NCAC's proposed contribution to the Settlement Trust. Upon information and belief, those documents have been available to Century. NCAC further understands that Century has access to the PeopleSoft system that is maintained by the Debtors, which contains NCAC's financial records. On these bases, NCAC objects to producing any documents in response to Request No. 37. However, NCAC is prepared to meet and confer with Century to determine what additional documents, if any, it can produce in addition to those that are currently in the data room that would not impose an undue burden on NCAC and would otherwise be proportional to the Bankruptcy Case.

Document Request No. 38: All Documents Concerning any insurance policies issued to Your Local Council by Hartford.

Response to Document Request No. 38: NCAC objects to this Request to the extent that it calls for production of documents that are or may also be in the possession of the

Debtors. NCAC states that from and since 1978, NCAC has been an additional insured on insurance policies issued to the Debtors. On that basis, any documents responsive to this Request from and since 1978 will also be in the possession of the Debtors and it is unduly burdensome to demand that NCAC produce such documents on a duplicative basis. NCAC has also conducted, and continues to conduct, a good faith search for additional insurance policies issued to it. In connection with such search, all documents that NCAC has identified that would be responsive to this Request, NCAC has shared with the Debtors or their representatives, including the firm KCIC. NCAC directs Century to the Debtors and/or KCIC for any such documents.

Document Request No. 39: All Documents concerning the retained limits and/or deductibles associated with any insurance available to Your Local Council for Abuse Claims.

Response to Document Request No. 39: NCAC directs Century to its response to Document Request No. 38 and incorporates it in full as if fully restated herein. NCAC further states that its practice has been to look to the Debtors' insurance counsel for analysis of insurance policies and, as a result NCAC does not have any Documents responsive to this Request that are not already in the possession of the Debtors.

Document Request No. 40: All Documents Concerning Your Council's responsibility to fund retained limits and or deductibles associated with any insurance coverage that it by rd [SIC].

Response to Document Request No. 40: NCAC objects to this Request as vague and ambiguous because it is not clear what is the Court's interpretation of "deductibles associated with any insurance coverage that it by rd [sic]." To the extent the NCAC understands this Request, NCAC directs Century to its response to Document Request No. 38 and incorporates it in full as if fully restated herein.

Document Request No. 41: All Documents and Communications concerning any liquidation analysis of the Debtors, Local Councils, and/or Chartered Organizations.

Response to Document Request No. 41: NCAC objects to this Request as certain of the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC believes the documents responsive to this Request it possesses, if any, are duplicative of documents in the possession of the Debtors. Responding further NCAC states that it has not undertaken any independent liquidation analysis for the Debtors and on such basis contends that it does not have documents responsive to this Request.

Document Request No. 42: All Documents and Communications Concerning a pre-packaged bankruptcy to resolve Abuse Claims against the Boy Scouts of America.

Response to Document Request No. 42: NCAC objects to this Request as overbroad and unduly burdensome because it seeks “all” documents and communications related to this Request, without regard to the proportionality to the needs of the Bankruptcy Case. NCAC further objects to this Request as certain of the documents requested appear to be in the possession, custody, and control of the Debtors and can be more readily obtained from the Debtors. NCAC believes the documents responsive to this Request it possesses, if any, are duplicative of documents in the possession of the Debtors. Responding further NCAC states that the only documents in its possession, custody, or control that are responsive to this Request were provided to it by the Debtors and NCAC directs Century to the Debtors for these documents and will not produce such documents on a duplicative basis.

Document Request No. 43: All Documents that You relied upon in deciding to support the First Hartford Settlement Agreement, the Hartford Insurance Settlement Agreement and the TCJC Settlement Agreement.

Response to Document Request No. 43: NCAC objects to this Request insofar as it is not a party to any of the First Hartford Settlement Agreement, the Hartford Insurance

Settlement Agreement, or the TCJC Settlement Agreement. NCAC further objects to this Request as vague and ambiguous. NCAC will not produce documents in response to Request No. 43.

Document Request No. 44: All Documents and Communications Concerning the consideration and/or negotiation of a pre-packaged bankruptcy to resolve Abuse Claims against the Boy Scouts of America.

Response to Document Request No. 44: NCAC states that this Request is largely duplicative of Request No. 42. NCAC incorporates its response to Request No. 42 as if fully restated herein.

Document Request No. 45: All Documents that set out Your document retention policies and practices over the last five years, including but not limited to the period over which You retain electronic communications.

Response to Document Request No. 45: NCAC objects to this Request as it calls for documents that may be attorney-client privileged or attorney work product. Subject to and without waiving the foregoing objections, NCAC will produce documents any non-attorney client privileged that set out NCAC's document retention policies and practices over the five years prior to November 5, 2021.

Document Request No. 46: All Documents that memorialize any directive or instruction given by You or anyone else to Your Local Council and its staff directing them to retain documents concerning the Chapter 11 Cases.

Response to Document Request No. 46: NCAC objects to this Request as it calls for documents that may be attorney-client privileged or attorney work product. Subject to and without waiving the foregoing objections, NCAC will produce any non-privileged documents responsive to this Request on or before November 5, 2021.

Dated: October 18, 2021

/s/ James Van Horn

James Van Horn

Adeyemi O. Adenrele

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Suite 500

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*Attorneys for National Capital Area Council of the
Boy Scouts of America*

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on the 18th day of October, 2021, a true and correct copy of the foregoing Responses and Objections to Century Indemnity Company's Subpoena Duces Tecum was served by electronic mail on stamoulis@swdelaw.com.

/s/ James Van Horn
James Van Horn

EXHIBIT C

BARNES & THORNBURG LLP

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November 5, 2021

Via Electronic Service

Stamatios Stamoulis, Esq.
800 N. West Street, Third Floor
Wilmington, DE 19801
stamoulis@swdelaw.com

Re: National Capital Area Council, Boy Scouts of America Document Production
Century Indemnity Company Rule 45 Subpoena
In re Boy Scouts of America and Delaware BSA, LLC
Case No. 20-10343 (LSS)

Dear Mr. Stamoulis:

On behalf of our client, National Capital Area Council, Boy Scouts of America (“NCAC”), NCACBSA_001 was uploaded to a shared folder. We will share a link to that shared folder via electronic mail. The production contains bates stamped documents labeled NCACBSA_00000001-00002798. The production is password protected and that password will be sent via separate email.

As you know, NCAC is not waiving any attorney client, work product, or other privilege. In the event that we inadvertently produce any material protected by the attorney-client, work product, or other applicable privilege, such production shall in no way prejudice or otherwise constitute a waiver of any claim of attorney client, work product, or other privilege or protection from disclosure. In the event of such a mistake, we will advise you as soon as we know and make the proper request to have such document(s) returned. Additionally, to the extent you come across such documents, please advise us as required pursuant to ABA Model Rule 4.4(b).

Please contact my colleague James Van Horn at (202) 371-6351 or me if you have any questions.

Sincerely yours,



Adey Adenrele

Enclosures
cc: James Van Horn; JVanHorn@btlaw.com

EXHIBIT D

Steele, Erin

From: Adenrele, Adey
Sent: Friday, November 5, 2021 2:54 PM
To: 'stamoulis@swdelaw.com'
Cc: Van Horn, James
Subject: 11.5.2021 National Capital Area Council, BSA's Production of Documents
Attachments: 11.5.2021 NCACBSA Production Transmittal Letter.pdf

Good afternoon,

Please find the attached correspondence in relation to National Capital Area Council, BSA's production of documents in response to Century Indemnity Company's Rule 45 subpoena. You can find the production in a shared folder by clicking on the following link: <https://btfireshare.btlaw.com/w/f-87ef3796-7e24-4a56-b081-cff1954c7aac>. Thank you.

Adey Adenrele | Associate

Barnes & Thornburg LLP

1717 Pennsylvania Avenue NW, Suite 500, Washington, DC 20006-4623

Direct: (202) 408-6936 | Mobile: (734) 945-5392 | Fax: (202) 289-1330



Atlanta | California | Chicago | Delaware | Indiana | Michigan | Minneapolis | Ohio | Texas | Washington, D.C.

EXHIBIT E



VIA EMAIL

Stamatios Stamoulis
stamoulis@swdelaw.com

November 8, 2021

James Van Horn
Barnes & Thornberg LLP
1717 Pennsylvania Avenue, N.W.
Suite 500
Washington D.C. 20006
Email: JVanHorn@btlaw.com

Re: In re Boy Scouts of America Case No. 20-10343

Dear Mr. Van Horn:

We write in response to the Responses and Objections served by the National Capital Area Council, Inc. (“NCAC-BSA”) on October 18, 2021 and the documents produced by NCAC-BSA on November 5, 2021.

Century Indemnity Company (“Century”) Propounded Requests for Production in an attempt to narrow the issues for the confirmation hearing. In substantial part, NCAC-BSA has failed to properly respond to the Requests or to set forth good reasons for not doing so. NCAC-BSA’s responses are grossly deficient, with NCAC-BSA having either refused to comply whatsoever or declined to comply to the bulk of the Requests (over 30 requests; see Your Objections to Request Nos. 1, 2, 5, 6, 13, 21, 24, 25, 26, 28-30, 33-34, 36, 38-40; and 7, 8-10, 16-20, 27, 31, 32, 42-44).

We request that NCAC-BSA withdraw its objections by close of business on Tuesday, November 9, 2021, confirm that it will comply with the requests and that it will provide a document by document log for any documents withheld as privileged. Capitalized terms shall have meaning assigned to them in the Fifth Amended Plan of Reorganization for the Boy Scouts of America.

**NCAC-BSA’s “General Objections” Are Meritless,
Little More Than Boilerplate, and Should Be Withdrawn**

You assert without any explanation or support that the Requests seek large numbers of privileged documents. You then go on to describe what You will do with respect to documents that You contend are subject to privilege in ways that are inconsistent with the Federal Rules. You have not identified a single Request as one that seeks documents falling within any privilege. This General Objection should be withdrawn. Century requests a privilege log that identifies date, author, addressee and subject matter for each withheld document.

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**NCAC-BSA's Objections To Specific Requests
Lack Merit and Are Frivolous**

**Board and Committee Minutes about
Bankruptcy**

Your Objections to RFP Nos. 1 and 2: Request for Production Nos. 1 and 2 seek the documents that were provided to the executive board, executive committee, and/or any special or advisory committee of NCAC-BSA concerning a discrete set of topics – namely, these Chapter 11 cases, any Plan of Reorganization for BSA, the Fifth Amended Plan, the TDPs, the Hartford Settlement and Abuse Claims asserted in the POCs in these Chapter 11 cases. Your assertion that these requests are not calculated to lead to the discovery of admissible evidence is wholly without merit. The documents sought are specifically directed at the information that NCAC-BSA has concerning the Plan, the TDPs, the Hartford Settlement and the Abuse Claims that are the subject of the confirmation proceedings. Nor is Your objection that the request is overly broad or burdensome meritorious. By definition, the documents at issue are those submitted to NCAC-BSA's board, executive committee and advisory councils. Please confirm that you will withdraw Your Objections to Request for Production Nos. 1 and 2 and comply forthwith with Request Nos. 1 and 2.

Your Objections to RFP No. 4: Request for Production No. 4 seeks the documents that were provided to the executive board, executive committee, and/or any special or advisory committee of NCAC-BSA concerning a discrete set of topics. While You have agreed to produce minutes for the executive board and executive committee, this is all you have confirmed. If there are any special or advisory committees of NCAC-BSA that dealt with issues concerning the bankruptcy and or NCAC-BSA's contribution to the Settlement Trust, these documents should be produced also.

Objections to RFP No. 5: Request for Production No. 5 seeks the documents that Your executive board, executive committee, and/or any special or advisory committee reviewed and relied upon in evaluating a Plan of Reorganization for the Boy Scouts, the TDPs, and the Hartford Settlement and the Abuse Claims that are the subject of the confirmation proceedings. Your assertion that these requests are not calculated to lead to the discovery of admissible evidence is wholly without merit. The documents sought are specifically directed at the information that NCAC-BSA has concerning the Plan, the TDPs, the Hartford Settlement and the Abuse Claims that are the subject of the confirmation proceedings. Nor is Your objection that the request is overly broad or burdensome meritorious. By definition, the documents at issue are those submitted to NCAC-BSA's board, executive committee and advisory councils. Please confirm that you will withdraw Your Objections to Request for Production No. 5 and comply forthwith with Request No. 5.

Objections to RFP No. 6: Request for Production No. 6 seeks copies of the communications among the members of Your executive board, executive committee, and/or any special or advisory committee of NCAC-BSA concerning five specifically identified topics that are directly relevant to the confirmation objections in this case – namely, the Chapter 11 cases, any Plan of Reorganization for BSA, the Fifth Amended Plan, the TDPs, the Hartford Settlement and Abuse

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Claims asserted in the POCs in these Chapter 11 cases. Your assertion that the documents sought are "patently undiscoverable documents" is absurd. Clearly, documents concerning the Plan of Reorganization and TDPs subject to which NCAC-BSA seeks a third-party release are directly and materially relevant and subject to discovery. Your objection that the discovery sought bears no relationship to the issues to be addressed at confirmation of the Plan is entirely frivolous. The Plan of Reorganization, the TDPs, and the Hartford Settlement and Abuse Claims asserted in the POCs against NCAC-BSA are the subject of extensive briefing. Finally, Your assertion that communications among board members are "almost exclusively protected" by privilege is both unsupported and almost certainly unsupportable. Please confirm that you will withdraw Your Objections to Request for Production No. 6 and comply forthwith with Request No. 6.

Objections to RFP No. 7: Request for Production No. 7 seeks documents that have been exchanged between BSA and NCAC-BSA's executive board, executive committee, and/or special or advisory committees concerning five specifically identified matters that are directly relevant to the confirmation proceedings – namely, the Chapter 11 cases, any Plan of Reorganization for BSA, the Fifth Amended Plan, the TDPs, the Hartford Settlement and the Abuse Claims asserted in the POCs in these Chapter 11 cases. Your assertion that Request for Production No. 7 is overbroad is wrong. The documents sought are limited to those falling in specific categories that are easily segregable from other material in NCAC-BSA's possession. Your assertion that NCAC-BSA should be excused from responding to Request No. 7 on the grounds that BSA may be in possession of some documents responsive to No. 7 likewise lacks merit. BSA has not confirmed that it has all the documents that it provided to the councils and, absent compliance by NCAC-BSA, it is impossible to ascertain what information NCAC-BSA held in addressing various issues such as its contribution to the Settlement Trust. Please confirm that you will withdraw Your Objections to Request for Production No. 7 and comply forthwith with Request No. 7.

Objections to RFP No. 9: Request for Production No. 9 seeks the drafts of the term sheets for the Plans of Reorganization in this bankruptcy. This request is simple and straightforward. There is no burden in complying. Your assertion that this request is duplicative of seven other requests is wrong. Please confirm that you will withdraw Your Objections to Request for Production No. 9 and comply forthwith with Request No. 9.

Objections to RFP No. 10: Request for Production No. 10 seeks production of the communications between NCAC-BSA and the lawyers who represent claimants against BSA/Local Councils concerning the Plan of Reorganization, the TDPs, the Hartford Settlement and the Abuse Claims asserted in the POCs in these Chapter 11 cases. Your assertion that communications between claimant counsel and NCAC-BSA are privileged is entirely frivolous. By definition, the Plaintiffs that are asserting claims against the Local Councils are adverse to the Local Councils. No attorney-client, work product or joint defense privilege protects such communications. Please confirm that you will withdraw Your Objections to Request for Production No. 10 and comply forthwith with Request No. 10.

Objections to RFP No. 12: Request for Production No. 12 seeks documents concerning the TDPs to be employed with any Plan of Reorganization for BSA. While You respond that You have no responsive documents, this seems impossible given that the TDPs are an integral part of the Plan.

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Please confirm that you will withdraw Your Objections to Request for Production No. 12 and comply forthwith with Request No. 12. We ask that You confirm that You have no documents that refer to the TDPs.

Objections to RFP No. 13: Request for Production No. 13 seeks the documents that BSA exchanged with You concerning the Plan of Reorganization, TDPs, and Abuse Claims asserted in the POCs in these Chapter 11 cases. You assert a host of boilerplate objections, going so far as to incorporate all of the objections from Requests No. 1 through 7, without committing to produce anything specific. These objections are entirely frivolous. Please confirm that you will withdraw Your Objections to Request for Production No. 13 and comply forthwith with Request No. 13.

Abuse Claims and Analysis of Abuse Claims

Objections to RFP No. 14: Request for Production No. 14 calls for the documents that Your executive board, executive committee, and/or special or advisory committee relied upon in determining the amount of NCAC-BSA's contribution of the Settlement Trust. In response to RFP No. 14, You objected to producing any documents whatsoever. We are relying upon Your response in concluding that NCAC-BSA will not offer any evidence in support of the relief it seeks at confirmation. Whether or not NCAC-BSA is in possession of documents responsive to this request, the fact is that NCAC-BSA is taking the position that it does not represent or speak for NCAC-BSA. The documents sought are specifically directed at the information that NCAC-BSA has concerning the Plan, the TDPs, the Hartford Settlement and the Abuse Claims that are the subject of the confirmation proceedings. Nor is Your objection that the request is overly broad or burdensome meritorious. By definition, the documents at issue are those submitted to NCAC-BSA's board, executive committee and advisory councils. Please confirm that you will withdraw Your Objections to Request for Production No. 14 and comply forthwith with Request No. 14.

Objections to RFP Nos. 15 and 16: NCAC-BSA is affirmatively seeking relief and findings concerning its contribution to the Settlement Trust. No document could be more relevant. Your objection as to burden is likewise meritless. Request Nos. 15 and 16 are limited to communications among a specific, defined group of individuals concerning a specific topic. Please confirm that You will withdraw today Your Objection to Request Nos. 15 and 16 and comply in full.

Objections to RFP No. 17: Request for Production No. 17 seeks documents generated by Bates-White concerning the POCs against the Debtors. Your assertion that NCAC-BSA should be excused from complying because some of the documents may be obtained from Bates-White is meritless. NCAC-BSA is affirmatively seeking relief through the Confirmation Order and is the proper party to which this request is propounded. Your assertion of burden is likewise misplaced as the documents sought are identified both by the author and the subject matter with specificity. Please confirm that You will withdraw today Your Objection to Request No. 17 and comply.

Objections to RFP Nos. 18 and 19: Request for Production Nos. 18 and 19 seek documents concerning the methodology that was employed to allocate the aggregate contribution by Local Councils to the Settlement Trust among the individual Local Councils including NCAC-BSA. In response to this obviously relevant request, You have refused to produce any documents

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whatsoever. Request for Production No. 18 indisputably seeks documents directly relevant to the confirmation proceedings. These documents are not privileged nor can a case be made that it is burdensome for You to have to produce documents on an issue in which You carry the burden of proof. Please confirm that You will withdraw today Your Objection to Request Nos. 18 and 19 and comply.

Chartered Organizations

Objections to RFP No. 20: Request for Production No. 20 seeks documents that BSA exchanged with the Chartered Organizations concerning the Plan and TDPs. You object to this request and *refuse to produce anything*. The Chartered Organizations have a direct and material relationship with NCAC-BSA. Many of the Chartered Organizations have filed POCs. Your assertion that Request for Production No. 20 seeks information that is irrelevant is absurd. Please confirm that You will withdraw today Your Objection to Request No. 20 and comply.

Agreements With Chartered Organizations

Objections to RFP No. 21: Request for Production No. 21 seeks the agreements between the Local Councils, Chartered Organizations and BSA that address responsibility for defending and indemnifying claims associated with scouting. The agreements with the Chartered Organizations and BSA are the subject of POCs filed by the Chartered Organizations and the terms of the Plan that address the Chartered Organizations' rights under the Plan. The documents sought are highly relevant. Your proposal to produce a single "exemplar" of the agreements that You contend existed over 100 years makes little sense. Quite obviously, we need the different forms of the agreements took over time and not just one. Please confirm that You will withdraw today Your Objection to Request No. 21 and comply.

Objections to RFP No. 24: Request for Production No. 24 seeks the agreements entered into by NCAC-BSA between January 2014 and the petition date with respect to seven Chartered Organizations. In response to RFP No. 24, you offer a mere single "exemplar." By definition, there is no exemplar which is the same among seven different organizations. Please confirm that You will withdraw today Your Objection to Request No. 24 and comply.

Objections to RFP No. 25: Request for Production No. 25 seeks documents concerning the Proofs of Claim filed by the Chartered Organizations in these Chapter 11 cases. It is hard to imagine a more relevant request. Request for Production No. 25 is narrow in scope as it seeks specific documents about a specific subset of creditors. Your blanket objection to responding to this request is entirely frivolous. You have declined to produce any documents whatsoever. This is not a good faith response. Please confirm that You will withdraw today Your Objection to Request No. 25 and comply.

Objections to RFP No. 26: Request for Production No. 26 seeks all documents analyzing, assessing, or evaluating the Proofs of Claim filed by the Chartered Organizations. In response to

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this request, You have again asserted a blanket objection to complying. This is wrong. Please confirm that You will withdraw today Your Objection to Request No. 25 and comply.

Charter Membership

Objections to RFP No. 27: Request for Production No. 27 seeks documents concerning membership projections. This request is not overbroad. It seeks specific documents about a specific issue – namely, membership levels and projections. Nor does this request pose a burden. NCAC-BSA must track and project membership levels and revenue. Your objection is not well founded. Your refusal to comply or to produce any documents is wrong. Please confirm that You will withdraw today Your Objection to Request No. 27 and comply.

Objections to RFP No. 28: Your objection to Request for Production No. 28 is misplaced. There is no burden in identifying and producing the Bates-White documents that were provided to NCAC-BSA concerning abuse claims. Nor is it plausible for Your Council to contend it could meet its burden of proof without producing these documents.

Objections to RFP No. 30: Request for Production No. 30 seeks the database or spreadsheet used to determine NCAC-BSA's contribution to the Settlement Trust. Request No. 30 seeks documents that go directly to the core of the relief that NCAC-BSA seeks through the confirmation proceedings. The request is simple and straight forward. Please confirm that You will withdraw today Your Objection to Request No. 30 and comply.

Objections to RFP No. 31: Request for Production No. 31 seeks all documents that NCAC-BSA generated in response to the request to complete the Local Council Feedback Template and Mandatory Reporting Procedures for Proofs of Claim, and Your communications with the Debtors concerning the Local Council feedback template and mandatory reporting procedures for Proofs of Claim. In response to this request, You reassert boilerplate objections advanced to an entirely different request that had little to do with this request. The information sought is directly relevant to the claims against NCAC-BSA. Nor is it burdensome to produce since the Request seeks a specifically identified set of material that was prepared contemporaneously. Please confirm that You will withdraw Your Objections to Request No. 31 and comply.

Objections to RFP Nos. 32 and 33: Request for Production Nos. 32 and 33 seek the documents that NCAC-BSA generated in response to the request to complete the Local Council feedback template and mandatory reporting procedures for Proofs of Claim. Your objection to producing any documents in response is not well placed. The boilerplate objections You assert have little or nothing to do with this request. Please confirm that You will withdraw Your Objections and comply.

Objection to RFP No. 34: Request for Production No. 34 seeks the membership rosters for NCAC-BSA that correspond to the date of alleged abuse for the POCs that refer to NCAC-BSA. Your objections completely miss the mark. The rosters are necessary to establish that the claimant was not a scout at the time they alleged abuse. These documents are directly relevant. Please confirm that You will withdraw Your Objections and comply.

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Local Council Assets

Objections to RFP Nos. 35 and 36: Request for Production Nos. 35 and 36 seek the documents concerning what NCAC-BSA proposes to contribute to the Settlement Trust. Your objection to producing any documents in response is not well placed. The boilerplate objections You assert have little or nothing to do with this request. Please confirm that You will withdraw Your Objections and comply.

Insurance

Objections to RFP Nos. 38 and 40: Request for Production Nos. 38 and 40 seek the documents concerning the insurance that NCAC-BSA proposes to contribute to the Settlement Trust. Your objection to producing any documents in response is not well placed. The boilerplate objections You assert have little or nothing to do with this request. Please confirm that You will withdraw Your Objections and comply.

Objections to RFP No. 44: Request for Production No. 44 seeks documents concerning the pre-packaged bankruptcy. Your objections completely miss the mark. These documents are directly relevant. Please confirm that You will withdraw Your Objections and comply

* * *

We again reiterate our request NCAC-BSA withdraw its objections and answer each request. We offer to meet and confer with You on Monday or Tuesday of this week. If you will not withdraw Your objections and comply, please let us know whether you will agree to have the disputed issues concerning Your compliance decided by Judge Silverstein.

Very truly yours,



Stamatios Stamoulis
of Stamoulis & Weinblatt LLC

EXHIBIT F

BARNES & THORNBURG LLP

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November 9, 2021

Via Electronic Service

Stamatios Stamoulis, Esq.
800 N. West Street, Third Floor
Wilmington, DE 19801
stamoulis@swdelaw.com

Re: NCAC Response to Century's Meet and Confer Letter
In re Boy Scouts of America and Delaware BSA, LLC
Case No. 20-10343 (LSS)

Dear Mr. Stamoulis:

We write in response to your November 8, 2021 letter (the "Letter") to our client, National Capital Area Council of the Boy Scouts of America ("NCAC"). NCAC received Century Indemnity Company's ("Century") subpoena on or around October 8, 2021. Pursuant to the Order Scheduling Certain Dates and Deadlines in Connection with Confirmation of the Debtors' Plan of Reorganization (the "Scheduling Order") [Doc. 6528], NCAC timely served its written responses and objections to Century's subpoena on October 18, 2021. Subsequently and also pursuant to the Scheduling Order, NCAC "substantially complete[d]" its production of documents on November 5, 2021. At that time, NCAC produced nearly 3,000 pages of documents from the devices of several custodians who are employees of NCAC.

On the following Monday, November 8, 2021, Century served its Letter on NCAC claiming that NCAC's responses to Century's subpoena were "grossly deficient." However, upon review of the Letter, it is clear that it neither addresses NCAC's specific written responses and objections nor NCAC's document production. In numerous instances, your Letter alleges to either quote or refer to language from NCAC's written objections that simply does not exist. For example, in response to NCAC's written objections to Century's RFP 6, you write that NCAC's "assertion that the documents sought are '*patently undiscoverable documents*' is absurd." Century Letter to NCAC, pg. 3. NCAC is at a loss as to where Century obtained this quote because it does not exist in NCAC's written responses and objections to Century's subpoena. Though this is one example, your Letter is rife with similar instances. This issue is so pervasive that NCAC does not know whether your Letter was intended for NCAC at all as opposed to another local council.

In part because NCAC cannot determine your legal grounds for claiming that its written objections and responses as well as its document production are insufficient, NCAC will not withdraw any of its objections. However, pursuant to FRCP 45(e)(2), NCAC will promptly produce a privilege log to Century and is still prepared to meet and confer with Century regarding

Stamatios Stamoulis

November 9, 2021

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any issues Century has with NCAC's responses to the subpoena. We look forward to continuing to address these issues and any others that you may have.

Sincerely yours,

A handwritten signature in blue ink, appearing to be 'Adey Adenrele', written over a horizontal line.

Adey Adenrele

cc: James Van Horn; JVanHorn@btlaw.com