

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

In re:  BOY SCOUTS OF AMERICA AND DELAWARE BSA, LLC, <sup>1</sup>  Debtors.	Chapter 11  Case No. 20-10343 (LSS)  (Jointly Administered)
BOY SCOUTS OF AMERICA,  Plaintiff,  v.  A.A., <i>et al.</i> , <sup>2</sup>  Defendants.	Adv. Pro. No. 20-50527 (LSS)  <b>Related Adv. Docket Nos. 6, 7, 32</b>

**ORDER PURSUANT TO 11 U.S.C. §§ 105(a) AND 362 GRANTING  
THE BSA’S MOTION FOR A PRELIMINARY  
INJUNCTION AS TO LG 37 DOE ABUSE ACTION**

Upon consideration of the Motion for a Preliminary Injunction Pursuant to 11 U.S.C. §§ 105(a) and 362 of the Bankruptcy Code (the “Motion”)<sup>3</sup> of the BSA, as above-captioned plaintiff (the “Plaintiff”) in the adversary proceeding commenced by the Verified Complaint for Injunctive Relief (the “Complaint”), and as debtor and debtor in possession in the above-captioned chapter 11 cases, for entry of an order extending the stay to enjoin the prosecution of the Pending Abuse Actions pursuant to sections 105 and 362 of title 11 of the United States Code

<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtors’ federal tax identification number, are as follows: Boy Scouts of America (6300) and Delaware BSA, LLC (4311). The Debtors’ mailing address is 1325 W. Walnut Hill Ln., Irving, Texas 75038.

<sup>2</sup> A full list of the Defendants in this adversary proceeding is included in redacted form on Exhibit A to the BSA’s Verified Complaint for Injunctive Relief [A.D.I 14-1] to protect the privacy interests of abuse victims.

<sup>3</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

(the “Bankruptcy Code”) and Rule 7065 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); the Court having reviewed and considered the Complaint, the Motion, the briefs, declarations and other documents filed in support of the Motion, all other evidence and argument submitted by the Plaintiff in support thereof, the *Laraine Kelley, Esq. Affidavit in Opposition to (I) the BSA’s Motion for a Preliminary Injunction; and (II) the BSA’s Motion for an Order Appointing a Judicial Mediator* (A.D.I. 32 and D.I. 164) (the “LG 37 Doe Objection”), and all other objections and replies thereto; and due and proper notice of the Motion having been given, and no other or further notice being necessary or required; and the Court having held a hearing; and after due deliberation and sufficient cause appearing therefor; the Court finds and concludes as follows:

A. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. Pursuant to 28 U.S.C. §§ 157 and 1334, this Court has related-to jurisdiction over the claims and actions against the BSA Related Parties in *LG 37 Doe v. Douglas Nail, Greater Niagara Frontier Council, Inc., Boy Scouts of America and Boy Scouts of America*, Case No. 1:20-00217 (W.D.N.Y.) (the “LG 37 Doe Abuse Action”).

B. The Court has entered the *Consent Order Pursuant to 11 U.S.C. §§ 105(a) and 362 Granting the BSA’s Motion for a Preliminary Injunction* (the “Consent Order”).

Based on these findings,

**IT IS HEREBY ORDERED THAT:**

1. For the reasons set forth in the Court’s oral ruling at a hearing on March 30, 2020 (a copy of the transcript is annexed hereto as Exhibit 1, and hereby incorporated as if fully set

forth herein), the relief requested in the Motion is GRANTED as set forth herein and the LG 37 Doe Objection is hereby OVERRULED.

2. The LG 37 Doe Abuse Action, currently pending in the United States District Court for the Western District of New York, is hereby stayed as to the Greater Niagara Frontier Council pursuant to the terms of the Consent Order, until 11:59 P.M. EDT on May 18, 2020. The LG 37 Doe Abuse Action is not stayed as to Douglas Nail.

3. This Order shall be promptly filed in the clerk's office and entered into the record.

4. This Court shall have jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order, subject to the District Court's appellate authority as provided for under 28 U.S.C. Section 158 and the Federal Rules of Bankruptcy Procedure.

**Dated: April 3, 2020 effective as of  
March 30, 2020 at 11:33 a.m  
Wilmington, Delaware**

  
**LAURIE SELBER SILVERSTEIN  
UNITED STATES BANKRUPTCY JUDGE**

**Exhibit 1**

Transcript

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

		.	Chapter 11
IN RE:		.	
		.	Case No. 20-10343 (LSS)
BOY SCOUTS OF AMERICA and		.	
DELAWARE BSA, LLC,		.	
		.	
	Debtors.	.	
	. . . . .	.	
BOY SCOUTS OF AMERICA,		.	
		.	Adv. Pro. No. 20-50527
	Plaintiff,	.	
		.	
	v.	.	Courtroom No. 2
		.	824 North Market Street
A.A., et al.,		.	Wilmington, Delaware 19801
		.	
	Defendants.	.	March 30, 2020
	. . . . .	.	11:00 A.M.

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

APPEARANCES:

For the Debtor:	Derek C. Abbott, Esquire
	Andrew R. Remming, Esquire
	Joseph C. Barsalona, II, Esquire
	Eric W. Moats, Esquire
	Paige N. Topper, Esquire
	MORRIS, NICHOLS, ARSHT & TUNNELL LLP
	1201 North Market Street, 16th Floor
	P.O. Box 1347
	Wilmington, Delaware 19899
Audio Operator:	Ginger Mace
Transcription Company:	Reliable
	1007 N. Orange Street
	Wilmington, Delaware 19801
	(302)654-8080
	Email: gmatthews@reliable-co.com

1 Proceedings recorded by electronic sound recording; transcript  
2 produced by transcription service.

3 APPEARANCES (Continued):

4 For the Debtors: James F. Conlan, Esquire  
5 Thomas A. Labuda, Esquire  
6 Michael C. Andolina, Esquire  
7 Matthew E. Linder, Esquire  
8 SIDLEY AUSTIN LLP  
9 One South Dearborn Street  
10 Chicago, Illinois 60603

11 - and -

12 Jessica C. Boelter, Esquire  
13 SIDLEY AUSTIN LLP  
14 787 Seventh Avenue  
15 New York, New York 10019

16 For the U.S. Trustee: David Buchbinder, Esquire  
17 Hannah McCollum, Esquire  
18 UNITED STATES DEPARTMENT OF JUSTICE  
19 OFFICE OF THE UNITED STATES TRUSTEE  
20 844 King Street, Suite 2207  
21 Lockbox 35  
22 Wilmington, Delaware 19801

23 For The Church of Jesus Adam J. Goldberg, Esquire  
24 Christ of Latter-Day- LATHAM & WATKINS LLP  
25 Saints: 885 Third Avenue  
New York, New York 10022

- and -

Michael J. Merchant, Esquire  
RICHARDS, LAYTON & FINGER LLP  
One Rodney Square  
920 North King Street  
Wilmington, Delaware 19801

For Girl Scouts of the Eric Lopez Schnabel, Esquire  
United States of DORSEY & WHITNEY LLP  
America: 1000 N West Street, Suite 1410  
Wilmington, Delaware 19801

1 APPEARANCES (Continued):

2 For Abuse Survivors: Mike Finnegan, Esquire  
3 JEFF ANDERSON & ASSOCIATES  
4 366 Jackson Street, Suite 100  
5 St. Paul, Minnesota 55101

6 - and -

7 Stephen Neuberger, Esquire  
8 THE NEUBERGER FIRM, P.A.  
9 P.O. Box 4481  
10 Wilmington, Delaware 19807

11 - and -

12 Paul Mones, Esquire  
13 PAUL MONES PC  
14 13101 Washington Boulevard  
15 Los Angeles, California 90066

16 - and -

17 Stephen F. Crew, Esquire  
18 CREW JANJI LLP  
19 1200 NW Naito Parkway, Suite 500  
20 Portland, Oregon 97209

21 - and -

22 Gilion Dumas, Esquire  
23 DUMAS & VAUGHN  
24 3835 NE Hancock Street, Suite GL-B  
25 Portland, Oregon 97212

- and -

Michael T. Pfau, Esquire  
PFAU COCHRAN VERTETIS AMALA  
403 Columbia Street, Suite 500  
Seattle, Washington 98104

1 APPEARANCES (Continued):

2 For Interested Parties: James Stang, Esquire  
3 PACHULSKI STANG ZIEHL & JONES LLP  
4 10100 Santa Monica Boulevard  
5 13th Floor  
6 Los Angeles, California 90067

7 - and -

8 James E. O'Neill, Esquire  
9 PACHULSKI STANG ZIEHL & JONES LLP  
10 919 North Market Street, 17th Floor  
11 Wilmington, Delaware 19801

12 - and -

13 Ilan D. Scharf, Esquire  
14 PACHULSKI STANG ZIEHL & JONES LLP  
15 780 Third Avenue, 34th Floor  
16 New York, New York 10017

17 For Abused in Scouting: Richard N. Goldfarb, Esquire  
18 ZUCKERMAN SPAEDER LLP  
19 1800 M Street NW, Suite 1000  
20 Washington, DC 20036

21 - and -

22 Richard S. Cobb, Esquire  
23 LANDIS RATH & COBB LLP  
24 919 N Market Street, Suite 1800  
25 Wilmington, Delaware 19801

For Ad Hoc Committee: Richard G. Mason, Esquire  
WACHTELL, LIPTON, ROSEN & KATZ LLP  
51 W 52nd Street, Suite 29  
New York, New York 10019



1 APPEARANCES (Continued):

2 JPMorgan Chase: Matthew Ward, Esquire  
3 WOMBLE BOND DICKINSON  
4 1313 North Market Street  
5 Wilmington, Delaware 19801

6 - and -

7 Louis R. Strubeck, Esquire  
8 Kristian Gluck, Esquire  
9 NORTON ROSE FULBRIGHT US LLP  
10 2200 Ross Avenue  
11 Dallas, Texas 75201  
12  
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NOTICE OF TELEPHONIC HEARING REGARDING RULING ON THE BSA'S  
MOTION FOR A PRELIMINARY INJUNCTION PURSUANT TO SECTIONS  
105 (A) AND 362 OF THE BANKRUPTCY CODE

1 (Telephonic hearing commences at 9:45 a.m.)

2 THE COURT: Thank you, Michael.

3 Good morning, counsel. This is Judge Silverstein  
4 and we're here today in the case of Boy Scouts of America,  
5 case number 20-10343.

6 Let me just make sure we are live. Counsel, can  
7 hear me, please respond yes, if you can.

8 (A Chorus of "Yes, Your Honor")

9 THE COURT: Okay. Thank you very much.

10 This is the time that I set for my ruling on Boy  
11 Scouts of America's request for a preliminary injunction.  
12 I'm going to be reading my decision into the record, and I  
13 will give you the outcome first.

14 First, I will enter the consent order. It has  
15 been agreed to be debtor and the two committees and as to  
16 those defendants who did not object to the preliminary  
17 injunction motion, it provides lesser relief than what was  
18 requested.

19 Second, as to LG 37 Doe, the remaining objector, I  
20 will overrule the objection. For the reasons I will state, I  
21 will extend the consent order as it relates to LG 37 Doe's  
22 lawsuit to claims made against the Greater Niagara Frontier  
23 Council. (indiscernible 9:46:57) is directed at LG Doe's  
24 claims against Douglas Nail.

25 Now, I will get into the text of my ruling.

1 Boy Scouts of America or BSA filed its bankruptcy  
2 case on February 18, 2020. In its filing, it acknowledges  
3 the damage and pain suffered by victims because of sexual  
4 abuse at the hands of individuals involved in scouting.

5 Debtors state that the bankruptcy filing had a  
6 dual purpose: to equitably compensate victims of abuse and to  
7 ensure that BSA emerges from bankruptcy with the ability to  
8 continue its mission of preparing young people for life  
9 consistent with Boy Scout values.

10 At the time of the bankruptcy filing, there were  
11 approximately 275 lawsuits pending against Boy Scouts in  
12 state and federal courts around the country brought by abuse  
13 victims.

14 Further, attorneys for abuse victims have  
15 identified another 1400 claims that had not been filed by the  
16 petition date.

17 After the filing, the office of the United States  
18 Trustee formed two committees: one consisting of abuse  
19 victims, the tort claimant's committee and; one, consisting  
20 of other holders of general unsecured claims, the unsecured  
21 creditors committee.

22 None of the 261 local councils are part of these  
23 bankruptcy cases, but they too have organized by forming an  
24 ad hoc committee.

25 The filing of the adversary proceeding and the

1 request for a preliminary injunction are part of what BSA  
2 would characterize as an organized approach to address the  
3 abuse cases. Other parts of BSA's organized approach include  
4 the filing of a placeholder plan and disclosure statement on  
5 the first day, filing a motion to require mandatory mediation  
6 before a judicial mediator regarding a global consensual  
7 resolution, seeking court appointment of a future claim's  
8 representative, and filing a motion to set a schedule to  
9 determine anticipated disputes over debtor's available  
10 assets. BSA also removed state court actions to district  
11 court and filed a motion in the Delaware District Court  
12 seeking to transfer all the moot cases to that court.

13 Others, particularly the abuse victims, might  
14 characterize the approach differently. Indeed, those filing  
15 objections characterized the bankruptcy case as an attempt to  
16 avoid liability and rest control of the underlying cases away  
17 from plaintiff. I make no characterization of the approach,  
18 nor am I going to comment now on any matters other than the  
19 request before me.

20 The request in the preliminary injunction motion  
21 is to stay the underlying abuse litigation for a period of  
22 180 days from the issuance of the injunction. Since the  
23 request was made, BSA has negotiated with the tort claimant's  
24 committee and the unsecured creditor's committee and has  
25 filed with the court a proposed form of consent order.

1           The proposed consent order would stay the  
2 underlying litigation through May 18, 2020 or a period of  
3 fifty-five days from the hearing as against what is defined  
4 as the BSA related parties. These nondebtor parties are  
5 listed on Schedule 2 to the proposed consent order and  
6 consist of Learning for Life, local council, and chartered  
7 groups that organize scouting units.

8           In its reply to the objections, BSA makes clear  
9 that the consent order does not enjoin the underlying  
10 litigation as against alleged abusers.

11           The proposed consent contains many detailed  
12 provisions, which I will not try to discuss in full here, but  
13 of particular importance, it does not enjoin the filing or  
14 service of a complaint against the BSA related parties. This  
15 ensures no statute of limitations as to those parties expire  
16 while the stay is in place. And the proposed consent order  
17 provides for an extension of deadlines in the underlying  
18 litigation.

19           In exchange for the agreed to injunction, BSA has  
20 committed to using its reasonable best efforts to produce and  
21 provide access to relevant information that could support a  
22 global resolution of the bankruptcy cases through a  
23 consensual plan of reorganization. Debtor represents that it  
24 has provided both committee's advisers with access to a  
25 secured data room containing certain materials.

1           The consent order can be extended by mutual  
2 agreement of BSA and the two committees, via a stipulation.  
3 Plaintiffs in the underlying action can object to any  
4 extension. And if any objection is not resolved, the court  
5 will decide whether the stay will be extended in any given  
6 underlying action.

7           Five objections were filed to the preliminary  
8 injunction motion. Since the proposed consent order was  
9 filed on the docket, four of those objections have been  
10 resolved. The remaining objection is that filed by LG 37 Doe  
11 against Boy Scouts of America, Greater Niagara Frontier  
12 Council, Inc., and Douglas Nail.

13           LG Doe's objection took the form of the affidavit  
14 of Lorraine Kelly, a senior partner in the firm representing  
15 LG 37 Doe. In it, LG 37 Doe objects to the motion for a  
16 preliminary injunction, as well as the mandatory mediation  
17 motion. The mandatory motion is not currently before me.

18           The status of LG 37 Doe's case is not disputed.  
19 The complaint was filed in the Supreme Court of the State of  
20 New York County of Erie on December 3, 2019. Douglas Nail  
21 filed his answer on January 15, 2020. And Boy Scouts of  
22 America and the Greater Niagara Frontier Council filed a  
23 joint answer on February 3, 2020.

24           On February 19, 2020, BSA filed a notice of  
25 removal in the United States District Court for the Western

1 District of New York. On March 19, 2020, plaintiff filed a  
2 motion to sever, remand, and/or abstain. Judge Frank P.  
3 Geraci, Jr. has ordered that defendant's response is due on  
4 April 3, 2020 and plaintiff's reply is due April 10, 2020.

5 LG 37 Doe makes three arguments in the objection:

6 First, he argues that the preliminary injunction  
7 is in direct contravention of the New York State Child  
8 Victim's Act;

9 Second, he argues that Boy Scouts has failed to  
10 show unusual circumstances to extend the automatic stay to  
11 nondebtors;

12 Third, LG 37 Doe argues that Boy Scouts cannot  
13 meet the traditional test for a preliminary injunction.

14 In its reply to LG 37 Doe's objection, debtor  
15 contends it meets all applicable standards and confirms that  
16 it seeks to have the consent order extended to the underlying  
17 case and not the original six-month preliminary injunction  
18 request.

19 The preliminary injunction hearing was held on  
20 March 24. I took evidence and entertained argument. The  
21 declaration of Brian Whitmore was admitted into evidence as  
22 were two declarations made by Adrian Azer. Both witnesses  
23 appeared by Skye Videoconference.

24 LG 37 Doe did not proffer any affirmative  
25 evidence, but I am considering the documents attached to Ms.



1 Kelly's declaration. Also, LG 37 Doe's counsel cross-  
2 examined both witnesses.

3 Based on the record established at the hearing, I  
4 conclude that debtor has met its burden to show that it is  
5 entitled to the issuance of a preliminary injunction at this  
6 time, particularly given the short duration in the consent  
7 order.

8 And, again, on the record made, I conclude that I  
9 have related to jurisdiction over the LG 37 Doe lawsuit as it  
10 relates to claims against the Greater Niagara Frontier  
11 Council.

12 As for jurisdiction, I first observe the LG 37 Doe  
13 did not argue in its objection that subject matter  
14 jurisdiction did not exist. Debtor, however, addressed it,  
15 and I will as well.

16 As this adversary proceeding was commenced  
17 preconfirmation, the relevant test for related to  
18 jurisdiction is that set out in the Third Circuit's Pacor  
19 Decision as refined in circumstances such as this by its  
20 later decision, two decisions in W.R. Grace and Federal  
21 Mogul.

22 Pacor sets forth an expansive test finding related to  
23 jurisdiction exists if the outcome of the proceeding could  
24 conceivably have any effect on the estate being administered  
25 in bankruptcy. An action is related to bankruptcy if the

1 outcome could alter the debtor's rights, liabilities, options  
2 or freedom from action, either positively or negatively and  
3 which in any way impacts upon the handling and administration  
4 of the bankruptcy estate.

5 I am satisfied that the record developed, at this  
6 early stage of the proceeding, is sufficient to establish  
7 related to jurisdiction over the claims against the Greater  
8 Niagara Frontier Council.

9 First, I think that LG Doe's claims against BSA  
10 are inextricably intertwined with the claims against the  
11 Greater Niagara Frontier Council. This is evident from a  
12 reading of the complaint. The complaint makes no distinction  
13 between the actions of the Boy Scouts and the actions of the  
14 Greater Niagara Frontier Council accepted to their respective  
15 corporate forums.

16 The complaint lumps the Boy Scouts and the Greater  
17 Niagara Frontier Council together and all of its allegations  
18 by labeling them collectively as Boy Scouts of America. LG  
19 37 Doe alleges that the Boy Scouts and the Greater Niagara  
20 Frontier Council have a single mission and an organization  
21 style that creates an environment conducive to child abuse.

22 In Counts two through eight, LG 37 Doe alleges  
23 that both Boy Scouts and the Greater Niagara Frontier Council  
24 are liable for the same actions. Boy Scouts agrees and, in  
25 fact, broadly argues in support of the preliminary injunction

1 that it and its Local Council jointly administered the Boy  
2 Scout's mission.

3 BSA and the Greater Niagara Frontier Council filed  
4 a joint answer to LG 37 Doe's complaint. They too do not  
5 parse out the allegations between them or attempt in any way  
6 to distinguish the Boy Scout's conduct from that of the  
7 Greater Niagara Frontier Council.

8 In this lawsuit, the evidence shows that the legal  
9 claims against BSA are identical to those claims against the  
10 Greater Niagara Frontier Council and are based on identical  
11 facts. Further, and, more generally, I find based on the  
12 evidence submitted that BSA has retained national  
13 coordinating counsel to oversee litigation against BSA and  
14 the Local Councils, that it retain joints defense counsel for  
15 itself and local counsel in given cases, such as here, that  
16 it retains the majority of records responsive to discovery  
17 requests in the underlying litigation, and that BSA's  
18 involvement includes formulating defense strategies,  
19 assisting in discovery, protecting against the disclosure of  
20 privileged or, otherwise protected documents, attending  
21 depositions, and preparing witnesses.

22 Second, I find that there is shared insurance that  
23 covers LG 37 Doe's claims. LG 37 Doe alleges abuse during  
24 the years 1983 through 1987. Mr. Azer testified that one  
25 insurance policy would be available to cover claims brought

1 by LG 37 Doe, an excess insurance policy issued by INA in  
2 1983.

3           The excess policy was attached to Mr. Azer's  
4 second declaration and follows form to the primary insurance  
5 policies. The excess policy has limits of \$25 million  
6 dollars. Prepetition, the limits of the policy were  
7 partially eroded such that there is now approximately \$18  
8 million dollars in coverage remaining.

9           The name of insured on the face of the policy  
10 includes Boy Scouts of America and National Regional and all  
11 Local Council as more specifically identified in the named  
12 insured endorsement attached to the policy. Thus, both BSA  
13 and the Greater Niagara Local Council are insureds under the  
14 INA excess policy. Further, I find that there are other  
15 abuse victims with claims that began in the year 1983 so that  
16 BSA would look to this specific INA excess policy for  
17 coverage.

18           Based on the uncontroverted evidence, I conclude  
19 that the INA excess policy is property of the estate and that  
20 any draw on the policy by Greater Niagara Frontier Local  
21 Council would deplete the policy. This further supports the  
22 conclusion of related to jurisdiction over the claims  
23 asserted by LG 37 Doe against the Greater Niagara Frontier  
24 Local Council in the underlying litigation.

25           Having found related to jurisdiction, I turn to

1 the request for a preliminary injunction.

2           The request for a preliminary injunction are  
3 governed by Rule 65 of the Federal Rules of Civil Procedure.  
4 The standard developed is a four-part test: likelihood of  
5 success; risk of irreparable harm; the balance of harm  
6 between the debtors and the non-moving parties and; whether  
7 public policy supports entry of the injunction.

8           Before addressing the standard, I note that LG 37  
9 Doe objects to the requested relief because the BSA and  
10 Greater Niagara Frontier Council are separate entities. LG  
11 37 Doe correctly points out that BSA represents to the court  
12 that each Local Council is separately incorporated under the  
13 non-profit laws of its respective state and has an  
14 independent board of directors. This fact, however, does not  
15 preclude the requested relief. To the contrary, there would  
16 be no need for a preliminary injunction if BSA and the  
17 Greater Niagara Frontier Council were not separate entities.  
18 Rather, the automatic stay would already protect the Council.

19           I will now turn to the four factors.

20           Likelihood of Success. The likelihood of success  
21 in this context means the debtor's prospects for a successful  
22 reorganization. And in the beginning of a case, such as this  
23 one, some courts have stated that the debtor must only  
24 establish that its reorganization is proceeding on track and  
25 there is no reason to believe or suspect that the

1 reorganization will fail. This prong of the test is easily  
2 met.

3 BSA's bankruptcy case was filed six weeks ago.  
4 BSA has started discussion with its committees, as evidenced  
5 by the consent order. It has focused on a path toward an  
6 exit that I previously characterized as BSA's organized  
7 approach to the case and a possible consensual resolution of  
8 all victim's claims.

9 Whether BSA's chosen path will ultimately be  
10 successful is not before me. Clearly, there is no reason to  
11 believe or suspect that reorganization will fail. This brief  
12 spell to permit BSA to further explore its path is  
13 appropriate at this stage of the case.

14 Risk of Irreparable Harm. BSA has also met its  
15 burden of proof to show that it will be irreparably harmed  
16 without the stay. I have already recognized the central role  
17 which BSA has taken in defending all of the abuse lawsuits,  
18 including LG 37 Doe's lawsuit.

19 LG 37 Doe's complaint against BSA is identical as  
20 to both the factual and legal basis as its claims against the  
21 Greater Niagara Frontier Council. Thus, record taint and  
22 collateral estoppel are material risks if the case goes  
23 forward.

24 LG Doe 37 argues that BSA is simply choosing to be  
25 involved in the underlying case, but is not required to be.

1 LG Doe 37 is correct. There is no order of any court that  
2 requires BSA to participate. And, perhaps, BSA would not be  
3 required to produce documents in the underlying case.

4 But while these arguments may be technically  
5 correct, as a practical matter, the claims against BSA and  
6 the Greater Niagara Frontier Council are inextricably  
7 intertwined. Because the claims are inextricably  
8 intertwined, the possibility or risk of estoppel, records  
9 taint, and evidentiary prejudice exists.

10 LG 37 Doe argues that his complaint is just a  
11 pleading and not evidence. He also argues that he is willing  
12 to merely accept discovery from the Greater Niagara Frontier  
13 Council so that BSA is not prejudiced.

14 I do not find these arguments persuasive. LG 37  
15 Doe framed the complaint and that is the only operative  
16 document that LG 37 Doe placed before me.

17 And given my finding that the claims are  
18 inextricably intertwined, going forward against the Greater  
19 Niagara Frontier Council in any fashion ignores the reality  
20 of the way the case is being defended, as well as the factual  
21 findings that could be made.

22 Balancing of the Harms. I recognize the harm and  
23 am sympathetic to the harm, to LG 37 Doe, that the delay in  
24 the progress of his case, even a short delay, causes. LG 37  
25 Doe alleges abuse that took place in the 1980's, over thirty

1 years ago, and has waited a long time to have his day in  
2 court. But in the scheme of litigation, a stay of fifty-five  
3 days is not a long time or, for that matter, even unusual.

4           There is no suggestion in the underlying lawsuit  
5 which is in its infancy, that this delay in the beginning of  
6 the case will ultimately delay a resolution through a trial  
7 or otherwise.

8           On the other hand, I see harm to debtor and other  
9 players in the bankruptcy case in a piecemeal approach to  
10 litigation at this stage of the bankruptcy case. Debtor  
11 should be given an opportunity to see if it can forge an exit  
12 from bankruptcy.

13           LG Doe 37 argues that it is harmed for multiple  
14 reasons. He argues that the injunction conflicts with the  
15 New York State Child Victim's Act. I disagree. LG Doe 37  
16 appears to have timely filed his lawsuit under the Act, and  
17 the preliminary injunction does not change that. Further, no  
18 order entered today will preclude LG Doe 37 from taking any  
19 position in his underlying case. It will not preclude LG Doe  
20 37 from seeking to remand his case or opposing any relief  
21 debtor seeks in this bankruptcy case.

22           At this point, the injunction simply stays the  
23 matter as against the Greater Niagara Frontier Council for  
24 fifty-five days. On balance then, I find that permitting the  
25 underlying case to proceed at this time as against the



1 Greater Niagara Frontier Council causes more harm to BSA and  
2 its estate than the harm caused to LG 37 Doe by staying the  
3 case for this short period of time.

4 Public Policy. Each side can lie claim to a  
5 significant public policy interest. LG Doe 37 correctly  
6 argued that there is a strong public interest in permitting  
7 victims of abuse to pursue their rights and remedies and to  
8 persecute their claims in the time, fashion and place they  
9 choose. On the other hand, there is a significant public  
10 policy interest in promoting reorganization.

11 All in all, I find that public policy weighs in  
12 favor of the requested relief. While one lawsuit proceeding  
13 may not pose a particular threat to reorganization, and while  
14 I am not prejudging anything, there is a strong public policy  
15 interest in giving BSA space to see if a consensual  
16 resolution can be achieved with all victims of abuse.

17 Thus, I conclude BSA has met its burden to show  
18 the preliminary injunction is appropriate as to the claim in  
19 LG Doe 37's lawsuit against the Greater Niagara Frontier  
20 Council.

21 I will enter the preliminary injunction effective  
22 as of 11:33 a.m. prevailing Eastern Time today which is March  
23 30, 2020. It will expire at 11:59 p.m. prevailing Eastern  
24 Time on May 18, 2020.

25 I ask counsel for BSA and LG Doe 37 to discuss

1 whether a separate order is necessary or how they would like  
2 to document this.

3 That concludes my ruling but let me note a couple  
4 of things.

5 First, I am not making any ruling that the only  
6 coverage available to LG 37 Doe is from the 1983 INA excess  
7 policy. Mr. Azer's testimony was clear that that matter was  
8 not strictly before me.

9 Second, in my ruling today, I dealt only with the  
10 remaining objection. The same analysis may apply to other  
11 underlying lawsuits or there may be a broader ruling that I  
12 can make applicable to all lawsuits. But given the  
13 negotiated consent order and given that all other plaintiffs  
14 in the underlying litigation did not object or ultimately  
15 resolved their objections, I thought it was appropriate to  
16 keep this ruling focused on the sole remaining objection.

17 Third, let me emphasize that I am not ruling on  
18 any other matters in this case, including any of the motions  
19 I listed as included in BSA's organized approach to these  
20 cases.

21 Finally, this morning I received a copy of a  
22 filing termed, "Joint Notice of Correspondence to Tort  
23 Claimant's Committee Regarding the BSA's Motion for a  
24 Preliminary Injunction." The filing was made jointly by BSA  
25 and the tort claimant's committee, and attaches

1 communications from a plaintiff in underlying litigation  
2 which the tort claimant's committee has called Defendant 72.

3           This plaintiff has used his name in his  
4 communications, but I will use the pseudonym Defendant 72  
5 until such time as he consents to his name being made public.

6           The letter of communications from Defendant 72 are  
7 dated March 27 and March 29. There is also attached a notice  
8 of filing verified response of Defendant 72 to the BSA's  
9 reply brief dated March 26th. And a verified answer of  
10 Defendant 72 to verified complaint for injunctive relief  
11 dated March 10. The verified answer is captioned in the  
12 adversary proceeding but does not appear to be on the docket.

13           Defendant 72 is currently incarcerated in Georgia  
14 which could be a possible reason that his filing has not  
15 reached the clerk's office. Defendant 72 also asks that he  
16 be permitted to participate at this hearing. Through my  
17 courtroom deputy, I ask that counsel for BSA and/or the tort  
18 claimant's committee to attempt to arrange for Defendant 72  
19 to be on the call. I understand that attempts were made.

20           All that being said, the hearing today is solely  
21 for my ruling on the preliminary injunction hearing that took  
22 place on March 24. It is not an evidentiary hearing, nor am  
23 I in a position today to take evidence.

24           Defendant 72's underlying lawsuit will be included  
25 in the consent order so that it is stayed through 11:59 p.m.

1 prevailing Eastern Time on May 18, 2020.

2 I will treat the papers I have received today as  
3 an objection to any extension of the preliminary injunction  
4 should such a request be made and these five papers should be  
5 included in any agenda that reflects a motion seeking to  
6 extend the preliminary injunction.

7 If Defendant 72 wants any relief prior to that  
8 time, he should make a filing with the clerk of the court and  
9 a hearing will be set consistent with Chief Judge Sontchi's  
10 general order dated March 16, 2019 [sic] on the conduct of  
11 hearings during the outbreak of COVID-19 and any further  
12 order he may enter.

13 That is the ending of my reading of the decision  
14 on the Boy Scout's motion for a preliminary injunction.

15 Let me ask if there are any questions?

16 (No verbal response)

17 THE COURT: I hear none. This hearing is now  
18 adjourned.

19 (A Chorus of Thank you, Your Honor)

20 (Teleconference ends at 10:17 a.m.)

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CERTIFICATE

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

/s/Mary Zajaczkowski  
Mary Zajaczkowski, CET\*\*D-531

March 31, 2020