

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

In re:

BOY SCOUTS OF AMERICA and
DELAWARE BSA, LLC,

Debtors.

Civil Action No. 20-cv-00798 (RGA)

CENTURY INDEMNITY COMPANY,
WESTCHESTER FIRE INSURANCE
COMPANY and WESTCHESTER SURPLUS
LINES INSURANCE COMPANY,

Appellants,

v.

BOY SCOUTS OF AMERICA,
DELAWARE BSA, LLC, and
SIDLEY AUSTIN LLP

Appellees.

On appeal from the U.S. Bankruptcy Court
for the District of Delaware

Bankruptcy Case No. 20-10343 (LSS)

Bankruptcy BAP No. 20-13

**APPELLANTS' RENEWED MOTION TO ACCEPT
DOCUMENTS UNDER SEAL INTO APPELLATE RECORD**

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Appellants file this Renewed Motion to Accept Documents under Seal into the Appellate Record seeking entry of an order substantially in the form attached hereto as **Exhibit B**, accepting material sealed by the bankruptcy court into the appellate record under seal.

PRELIMINARY STATEMENT

By necessity, this dispute involves communications between lawyer and client—as such, Appellants ask the Court to accept into the record documents with narrowly drawn redactions that protect privileged and confidential information. Appellants meet the standard set in *Avandia* for overcoming the presumption of openness to this type of information.

Importantly, the text that was redacted in the documents in the record below and which Appellant ask that this Court allow be filed under seal, was not itself cited in Appellants’ briefs or the evidence presented at the hearing. Appellants cited to the public portions of the documents. As such, the public’s interest in the redacted text is greatly reduced.

In cases involving disputes between lawyers and clients, the Restatement (Third) of the Law Governing Lawyers recognizes a client’s right to have its confidential information used in a “proportionate and restrained” manner, only as absolutely vital for the attorney to mount an adequate defense. The Restatement provides that, in such circumstances, “*in camera* procedures or sealing a record

may be appropriate.” Restatement (Third) of the Law Governing Lawyers § 64.

The ABA Model Rules similarly require that disclosure by a lawyer to defend itself be “strictly limited.” Model R. Prof’l Conduct 1.6 cmt. [14]. For example, the Annotated Model Rules cite a New York City Ethics Opinion that contemplates the disclosure of confidential information to collect a fee should be done *in camera* with a request to keep the information under seal. ABA, Annotated Rules of Prof’l Conduct 110 (6th ed. 2007).

The reinsurance arbitrations in which Sidley represented Appellants are subject to confidentiality obligations to third parties, and the communications about those arbitrations and other representations between attorney and client are privileged. In the proceedings below, the Bankruptcy Court protected from disclosure the names of the parties and arbitrators to these arbitrations and the legal advice Sidley gave in connection with those arbitrations. The Bankruptcy Court also protected from disclosure certain provisions of its legal retention agreement (the “Service Level Agreement”), that contain proprietary and privileged information about case management, strategy, and data security, and are irrelevant to any issue before the Court.

Appellants do not seek to withhold in full any of the three filings marked as Sealed in the Designation of Items for the Record on Appeal. Rather, Appellants with the consent of the Appellees and without objection by the US Trustee simply

seek to preserve certain extremely narrow redactions to two declarations and specific lines and sections of a handful of exhibits to prevent the un-redacted versions of those documents from becoming public. These redactions were drawn narrowly to protect specific confidential and privileged information related to Sidley's representation of Appellants.

These redactions were vetted and accepted by both the Bankruptcy Court and the U.S. Trustee on the robust record below. The U.S. Trustee initially filed an objection to Appellants' motion to seal, citing the public's interest in open access to records. In consultation with the U.S. Trustee in the wake of that objection, the parties to this appeal significantly narrowed the redactions in a manner that balanced the public's right to access and the parties' rights to protect privileged and confidential materials that the Bankruptcy Court and the U.S. Trustee found acceptable.

Therefore, pursuant to Federal Rule of Bankruptcy Procedure 8009(f), Appellants move this Court to accept into the record of this appeal under seal those documents designated as "Sealed" in the Appellants' Designation of Items to be Included in the Record on Appeal filed in the Bankruptcy Court proceeding at Bankruptcy Docket No. 907, and in this case at Docket No. 4, attached hereto as **Exhibit A**.

BACKGROUND

On June 25, 2020, Appellants filed the Designation of Items to be Included in the Record on Appeal, identifying those items Appellants seek to include in the appellate record in this case. Exhibit A. The designation included the limited material that was accepted for filing under seal with the Bankruptcy Court (the “Sealed Material”) and public, redacted copies of those sealed filings. *Id.*

A. The Discrete Redactions For Which Approval Is Sought

The Sealed Material comprises three filings—the declarations of Joshua Schwartz (“Schwartz Declaration”),¹ William Sneed (“Sneed Declaration”),² and Nancy B. Rapoport (“Rapoport Declaration”).³ In the public filings, **nothing** is redacted from the text of Mr. Schwartz’s declaration. Only thirty-four lines are wholly or partially redacted from the text of Mr. Sneed’s declaration, and only thirty-one lines are wholly or partially redacted from Ms. Rapoport’s declaration (nearly all of which redact the same text copied and pasted from the Sneed Declaration).

¹ Bankr. Dkt. 427.

² Bankr. Dkt. 535.

³ Bankr. Dkt. 534.

Mr. Sneed was retained by Appellants to represent them in confidential arbitrations involving reinsurance for claims by BSA.⁴ The redacted text in Mr. Sneed's and Ms. Rapoport's declarations concerns the specifics of the legal work Mr. Sneed did for Chubb and its affiliates, including Mr. Sneed's legal advice,⁵ the subject matter of confidential arbitrations and the names of other parties and counsel in those arbitrations,⁶ and the identification and discussion of still-pending, non-public legal matters that Mr. Sneed advised on.⁷

A total of twenty-four exhibits are attached to the declarations of Mr. Schwartz and Mr. Sneed. Just five sentences total are redacted from these exhibits in whole or part that reflect privileged legal advice concerning the subject matter of the confidential arbitrations.⁸ In a handful of other instances across the exhibits, the names of the arbitration counterparties, arbitrators, and other counsel involved

⁴ Bankr. Dkt. 539 (Schwartz Decl.) ¶ 4.

⁵ Bankr. Dkt. 532 (public version of Sneed Decl.) ¶¶ 6, 8, 11, 16, 17; Bankr. Dkt. 531 (public version of Rapoport Decl.) at ¶ 21.

⁶ Bankr. Dkt. 532 (public version of Sneed Decl.) ¶¶ 4, 6, 8, 9, 11, 13, 16, 17, 18, 37; Bankr. Dkt. 531 (public version of Rapoport Decl.) ¶ 20, 21, 22.

⁷ Bankr. Dkt. 532 (public version of Sneed Decl.) ¶¶ 9, 37; Bankr. Dkt. 531 (public version of Rapoport Decl.) ¶ 21.

⁸ *See* Bankr. Dkt. 539 (public version of Schwartz Decl.) Ex. 7 at 2, Ex. 8 at 1, Ex. 13 at 1; Bankr. Dkt. 532 (public version of Sneed Decl.) Ex. 9 at 2, and Ex. 10 at 1. Note that there is overlap in the Schwartz and Sneed Exhibits. Specifically, the following pairs of documents are duplicates, with identical redactions drawn: Schwartz Ex. 1 and Sneed Ex. 4; Schwartz Ex. 7 and Sneed Ex. 9; Schwartz Ex. 8 and Sneed Ex. 10; Schwartz Ex. 11 and Sneed Ex. 12.

in arbitrations are redacted, as are names that would identify ongoing, nonpublic legal matters on which Sidley provided legal advice.⁹ As the reinsurance for BSA claims is an ongoing issue, Appellants would be harmed by the disclosure of privileged legal advice.¹⁰

The only other substantive redactions¹¹ are to portions of the retention agreement between Chubb and Sidley that were not at issue in the proceedings below.¹² The redacted information includes legal rates, cyber security measures, and terms for legal services that are commercially proprietary to Chubb and reflect privileged information.¹³

**B. The Bankruptcy Court and U.S. Trustee
Vetted the Redactions on a Robust Record.**

In the proceedings below, a motion to seal was filed for the same Sealed Material that provided notice and an opportunity for interested parties to be

⁹ Bankr. Dkt. 539 (public version of Schwartz Decl.) Exs. 3, 7, 8, 9, 10, 11, 12, and 13; Bankr. Dkt. 532 (public version of Sneed Decl.) Exs. 5, 7, 9, 10, 11, 12, and 13.

¹⁰ Bankr. Dkt. 539 (Schwartz Decl.) ¶¶ 4–5, 22, 27; *see also* Dist. Ct. Dkt. 4, Ex. 2 (May 4, 2020 Hr’g Tr.) at 161:13–15, (Sidley’s counsel expressing caution about the privilege and confidentiality issues: “I want to try to make this easier for you to testify about consistent with your concerns about revealing information . . .”).

¹¹ A small number of additional redactions to the public versions of these documents are drawn to remove email forwarding or copying information.

¹² *See* Bankr. Dkt. 593 (final reacted version of Exhibit 1 to Schwartz Decl.); Bankr. Dkt. 532 (public version of Sneed Decl.) Ex. 4.

¹³ Bankr. Dkt. 540 (Declaration of Ann Rappleye) ¶ 11.

heard.¹⁴ The bankruptcy court also took briefing on the issue from Appellants and the U.S. Trustee.¹⁵ After considering these submissions and the substance of the declarations and their exhibits, the Sealed Material was accepted onto the docket under seal by the Bankruptcy Court.¹⁶ A redacted public version of each document was accepted into the record by the bankruptcy court.¹⁷

The redactions on the public versions were agreed to by the parties, without objection from anyone in the bankruptcy case, in light of concerns about the confidential, privileged, and proprietary nature of certain sections of the filings. The U.S. Trustee objected to an initial set of proposed redactions, citing the common-law right of access to judicial proceedings and the presumption of public access,¹⁸ but upon further narrowing of the redactions on all documents relevant to the motion, the Trustee found that the information withheld was sufficiently

¹⁴ Bankr. Dkt. 430 (Century’s Mot. to File Under Seal Certain Exhibits); Bankr. Dkt. 536 (Sidley’s Motion to File Under Seal).

¹⁵ Bankr. Dkt. 489 (U.S. Trustee’s Objection to Century’s Mot. to Seal); Bankr. Dkt. 533 (Century’s Reply in Further Support of Mot. to Seal).

¹⁶ *See* Bankr. Dkt. 427; Bankr. Dkt. 534; Bankr. Dkt. 535; *see also* May 4 Hr’g Tr. at 12:7–11, Dist. Ct. Dkt. 4, Ex. 2.

¹⁷ *See* Bankr. Dkts. 531, 532, 539. In addition, Exhibits A and B to the Declaration of Ann Rappleye (“Rappleye Declaration”) (Bankr. Dkt. 540) are documents that were filed as Exhibit 1 to the Schwartz Declaration and as Exhibit 4 to the Sneed Declaration. The Rappleye exhibits were filed with redactions that are consistent with the other filings.

¹⁸ Bankr. Dkt. 489. After that objection was filed, Sidley filed a motion to seal the Sneed and Rapoport Declarations, and Appellants filed the Rappleye Declaration.

narrowly tailored:

We are satisfied with the proposed redactions and we will minimize our comments to the extent that these issues come up further. *But in terms of the redactions, we've reviewed them and we're satisfied, Your Honor.* Thank you.”¹⁹

B. Appellants' initial motion to seal.

Along with its Designation of Items for the Record on Appeal, Appellants filed a Motion to Accept Documents under Seal into the Appellate Record on June 25, 2020 (the “Motion”).²⁰ On July 6, 2020, Appellants filed a Statement pursuant to Delaware Local Rule 7.1.1 certifying that Appellants had met and conferred with Appellees in this matter and Appellees did not oppose that Motion.²¹

On July 8, 2020, the Court issued an Order denying the Motion, indicating that the Motion did not meet the standard set forth by the Third Circuit in *In re Avandia Marketing, Sales Practices & Products Liability Litigation*, 924 F.3d 662 (3d Cir. 2019).

ARGUMENT

The limited information Appellants seek to withhold by this motion falls into categories that courts in this Circuit regularly protect: (1) privileged and confidential information related to Sidley's legal representation of Appellants,

¹⁹ May 4 Hr'g Tr. at 12:7–11, Dist. Ct. Dkt. 4, Ex. 2 (emphasis added).

²⁰ Dist. Ct. Dkt. 5.

²¹ Dist. Ct. Dkt. 11.

including in connection with confidential reinsurance arbitrations, and (2) portions of a legal retention agreement, the revelation of which would be commercially harmful.²² The redactions of this information have been drawn narrowly with attention to the presumption of public access—the only redactions that remain, and that Appellants’ ask the Court to uphold, are those where Appellants’ privilege and interest in secrecy outweigh the presumption of public access.

I. There Are Compelling, Countervailing Interests to Be Protected

Avandia requires that courts articulate that “compelling, countervailing interests” to the public’s right of access to judicial records. Applying *Avandia*, the court in *Cutsforth* found that this prong was satisfied where the plaintiff demonstrated that the release of specific data related to its pricing, profits, costs, sales, and customer lists would harm its negotiating place in the marketplace. *Cutsforth, Inc. v. Lemm Liquidating Co., LLC*, No. CV 17-1025, 2020 WL 772442, at *1 (W.D. Pa. Feb. 18, 2020). Appellants can tie the specific, narrow, portions of text it seeks to redact to interests similar to, or equally as compelling as, the *Cutsforth*’s plaintiff’s interest in maintaining proprietary data to protect its market position.

²² Appellants have endeavored throughout this dispute to protect the secrecy of the redacted information to avoid the harms that would befall them from the public release of privileged discussions with counsel of confidential ongoing matters, and from Appellants’ competitors’ ability access to certain provisions of Appellants’ legal retentions agreement.

A. The Attorney-Client Privilege Is a Well-Established Exception to the Presumption of Public Access to Evidence.

The attorney-client privilege is a well-established exception to the presumption of public access to evidence. *Wachtel v. Health Net, Inc.*, 482 F.3d 225, 231 (3d Cir. 2007); *see also Klitzman, Klitzman & Gallagher v. Krut*, 744 F.2d 955, 960 (3d Cir. 1984) (“[D]ocuments within the scope of the attorney-client privilege are ‘zealously protected.’”); *Rhone-Poulenc Rorer Inc. v. Home Indem. Co.*, 32 F.3d 851, 862 (3d Cir. 1994) (the attorney-client privilege “serves the interests of justice” and is therefore “worthy of maximum legal protection”). “Courts have long recognized the attorney-client privilege as one of the few exceptions to the public's right to every man's evidence.” *Pal v. Univ. of Med. & Dentistry of New Jersey*, No. 2:11-CV-06911-SRC, 2013 WL 4607160, at *2 (D.N.J. Aug. 29, 2013). Federal courts are bound to uphold the privilege where protecting the communication serves the privilege's purpose, *i.e.*, encouraging open communications between attorney and client. *Wachtel*, 482 F.3d at 231.

In *Pal*, the court rejected the defendant's motion to unseal attorney-client privileged documents, finding “legitimate public and private interests” in keeping the communications under seal:

Plaintiff communicated with her attorney, she believed that her conversations and her attorney's work and strategy were privileged and confidential. To permit public access to documents protected by the privilege would undermine the public's “interests in the

observance of law and administration of justice.”
Additionally, injury from disclosure is sufficient to rebut the presumption of public access when “the secrecy interests of private litigants” are at stake. For the public . . . to have access to the summary of work and time spent by [plaintiff’s attorney’s] firm on Plaintiff’s case would cause injury to Plaintiff by revealing her attorney’s strategy and work-product.

Pal, 2013 WL 4607160, at *2 (first quoting *Upjohn Co. v. United States*, 449 U.S. 383, 389 (1981) then quoting *Leucadia, Inc. v. Applied Extrusion Techs., Inc.*, 998 F.2d 157, 167 (3d Cir. 1993)).

The declarations of Mr. Schwartz and Mr. Sneed and their exhibits reflect communications between Appellants and their then-attorney Mr. Sneed. Discrete redactions are drawn on all or part of five sentences across these exhibits to protect specific legal advice that was sought from and provided by Mr. Sneed.²³ Just eighteen lines of the Sneed declaration (and eighteen identical lines in the Rapoport Declaration) also reflect such advice and were redacted for the same reason.²⁴

Appellants’ interests involve “the kind of information that courts will protect.” *Avandia*, 924 F.3d at 672; *see also Publicker Industries, Inc. v. Cohen*, 733 F.2d 1059, 1073–74 (3d Cir. 1984) (compelling interests that may overcome

²³ *See supra* note 8.

²⁴ *See supra* note 5.

the public’s right to access might include the attorney-client privilege, binding contractual obligations, and protection of trade secrets).

B. Confidential Arbitration Information Is Excepted from the Presumption of Public Access to Evidence.

Courts in this Circuit likewise protect confidential arbitration information by permitting confidential filings to be done under seal. *Century Indem. Co. v. Certain Underwriters at Lloyd’s, London*, 592 F. Supp. 2d 825, 826 (E.D. Pa. 2009) (sealing an arbitration award); *AT&T Corp. v. Pub. Serv. Enterprises of Pennsylvania, Inc.*, No. CIV. A. 99-4975, 2000 WL 387738, at *5 (E.D. Pa. Apr. 12, 2000) (noting that “[t]he parties’ confidentiality concerns are *fully protected by their ability to designate any filing or portion thereof as “confidential,” and filing such pleadings or section under seal”* (emphasis added)); *see also Publicker*, 733 F.2d at 1073–74 (an overriding interest in secrecy of a proceeding may derive from “a binding contractual obligation not to disclose certain information”).

Certain of the exhibits and declarations at issue in this motion include or refer to communications between Appellant and their former Sidley counsel that reveal the names of Appellant’s arbitration counter-parties and the identities of the arbitration panelists and other counsel involved in those arbitrations.²⁵ The redactions of the names of the arbitrators and co-parties to the reinsurance

²⁵ *See supra* notes 6, 9, and accompanying text.

arbitration are discrete and limited in nature. Revealing this confidential attribution information would injure Appellants' ongoing business relationships with reinsurers and policyholders, as well as its interest in ongoing legal disputes. Nor does the public have a compelling interest in this information which is irrelevant to this dispute.

C. Legal Retention Agreements Are Subject to Protection.

Avandia acknowledges that “courts may permissibly seal judicial records ‘where they are sources of business information that might harm a litigant’s competitive standing.’” *Avandia*, 924 F.3d at 679 (quoting *Republic of Philippines v. Westinghouse Elec. Corp.*, 949 F.2d 653, 662 (3d Cir. 1991)); see also *United States v. Sabre Corp.*, No. CV 19-1548-LPS, 2020 WL 1855433, at *44 (D. Del. Apr. 7, 2020).

Courts have protected retention agreements as “commercial information” that, if disclosed, would be harmful to the moving party. See *In re Motions for Access of Garlock Sealing Techs. LLC*, 488 B.R. 281, 302 & n.19 (D. Del. 2013), *as corrected* (Mar. 15, 2013). In *Garlock*, the court rule on whether a debtor could access Rule 2019 disclosures filed by plaintiffs’ firms in a series of different (but related) bankruptcies. *Id.* at 288. The court ultimately granted access to the disclosures under the presumptive right of public access to this information. *Id.* at 298–99. But the court noted the specific limitation to this right, explaining that it

was not granting access to retention agreements: “With this limitation the Court finds that Garlock is not being granted access to any “trade secret,” “confidential research,” “development,” or “commercial information” under 11 U.S.C. § 107(b)(1). *Id.* at 302 & n.19.

A copy of the parties’ Service Level Agreement, which is the retention agreement between Sidley and Appellants, is exhibited to the Schwartz, Sneed, and Rappleye declarations.²⁶ The parties agreed to redact specific portions of this document that contain proprietary information about case management, strategy, and data security.²⁷ These provisions of the retention agreement were not the subject of the parties’ dispute.

II. The Record Supports Specific Findings Concerning the Serious Detrimental Effects of Disclosure

Under *Avandia*, “good cause” for sealing or redaction of a document “means ‘that disclosure will work a clearly defined and serious injury to the party seeking closure.’” 924 F.3d at 671. “The injury must be shown with specificity.” *Id.* *Avandia* contrasts the example of “an interest in safeguarding a trade secret,” which “may overcome a presumption of openness,” with “bad business practices, in the absence of other circumstances,” which “do not overcome the presumption.” *Id.* at 673. Courts applying *Avandia* have determined that narrowly tailored

²⁶ See Bankr. Dkt. 532, 539, 540.

²⁷ See Bankr. Dkt. 540 (Rappleye Declaration) ¶ 11.

redactions are appropriate where the Court can separately evaluate each document regarding the specific nature of the harm involved. *United States v. Sabre Corp.*, No. CV 19-1548-LPS, 2020 WL 1855433, at *44 (D. Del. Apr. 7, 2020).

D. Revealing the Sealed Material would injure Appellants' ongoing business relationships with reinsurers and policyholders, as well as its interest in ongoing legal disputes.

Revelation of the legal advice given by Appellants' attorneys would prejudice Appellants' interest in the ongoing matters in which Sidley represented them, including confidential arbitrations and still-active non-litigation matters.²⁸ The arbitrations are not public and are subject to confidentiality agreements.²⁹ Among other issues, the disclosure of this information would cause severe and irreparable harm to Appellants in these ongoing matters due to breach of its confidentiality agreements.³⁰

Christine Russell, a senior vice president in charge of one of Chubb's reinsurance groups, testified about the need for confidentiality agreements in the

²⁸ Bankr. Dkt. 539 (Schwartz Decl.) ¶¶ 2–5, Ex. 8; Dist. Ct. Dkt. 4, Ex. 2 (May 4, 2020 Hr'g Tr.) at 138:12–139:11, 147:23–148:5 (Testimony of Christine Russell).

²⁹ Bankr. Dkt. 539 (Schwartz Decl.) ¶¶ 2–5; *see also* Dist. Ct. Dkt. 4, Ex. 2 (May 4, 2020 Hr'g Tr.) at 135:21–136:19, 167:20–23 (Testimony of Christine Russell).

³⁰ Bankr. Dkt. 539 (Schwartz Decl.) ¶ 2; Dist. Ct. Dkt. 4, Ex. 2 (May 4, 2020 Hr'g Tr.) at 135:21–136:19, 167:20–23 (Testimony of Christine Russell).

context of the reinsurance arbitrations at issue in this dispute, including the harm that could come from a breach of those agreements:

First of all because the business disputes between insurers and reinsurers you have ongoing relationships and they want to resolve their business disputes in a confidential form and not out in the public.

Secondly, because as we were just talking about, a lot of privileged information and proprietary information is shared as evidence in those proceedings. So, again, the parties don't want that to be shared in the public forum.

Third, and I think I eluded [*sic*] to this a minute ago too, because we are sharing privileged information with our counsel and sometimes in the proceeding itself, and there can be ongoing underlying litigation, we don't want to have to turn over confidential or privileged material that might be harmful to our policyholder. So, it's an effort to protect our policyholder from the disclosure of confidential information.³¹

Ms. Russell further testified about how the revelation of privileged discussions with Sidley lawyers would harm the Chubb companies:

[C]ertain things that could be said in the bankruptcy action by Sidley could harm us in our reinsurance election and . . . our seeded [*sic*] asset, our reinsurance collections are an important asset to Chubb and that we could be harmed in that collection by things Sidley would say. I gave [Chubb's then-attorney William Sneed] a specific example that I prefer not to repeat here. He said, okay, now that's something we can talk about, that's a legitimate concern.³²

³¹ Dist. Ct. Dkt. 4, Ex. 2 (May 4, 2020 Hr'g Tr.) at 136:3–19.

³² Dist. Ct. Dkt. 4, Ex. 2 (May 4, 2020 Hr'g Tr.) at 147:23–148:5.

Specifically, Ms. Russell identified reinsurance coverage that Chubb would seek for future claims as one of Chubb's interest that would be harmed by the disclosure of communications made in reliance on attorney-client privilege.³³

Sidley's counsel, Mr. Ducayet, acknowledged the potential harm to Chubb of revealing privileged or confidential information regarding ongoing matters. At one point he qualified his question to Ms. Russell: "I want to try to make this easier for you to testify about consistent with your concerns about revealing information,"³⁴ and made similar qualification when questioning his own witness, William Sneed, when asking about the scope of his representation of Chubb: "and I don't want you to reveal, you know, privileged information."³⁵

E. Appellants would experience irreparable harm because of the revelation of information in its retention agreements.

With respect to the redacted information in the parties' retention agreement,³⁶ publicly disclosing the proprietary information about case management, strategy, and data security would give Appellants' adversaries a view into how they manage law firm relationships, the cases they handle, and Chubb's

³³ *Id.* at 152:10–19.

³⁴ *Id.* at 161:13–15.

³⁵ *Id.* at 256:5–7.

³⁶ *See* Bankr. Dkt. 593 (Schwartz Ex. 1); Bankr Dkt. 532 (public version of Sneed Decl.); Bankr. Dkt. 540 (Rapplepe Decl.) Exs. 1, 2.

operations.³⁷ Were this information made public it would be permanently accessible to Chubb’s competitors and to parties it currently has and will in the future have legal disputes with, putting the company at an unquestionable commercial and legal disadvantage.³⁸ Moreover, revealing the cyber security and other security protections addressed in the agreement could also potentially compromise Chubb’s security systems.

These risks go beyond the sort of reputational harm or “mere embarrassment” that *Avandia* made clear would be insufficient to overcome the presumption of public access—rather, the retention agreement is a “source[] of business information that might harm a litigant’s competitive standing” that may permissibly be redacted. *Avandia*, 924 F.3d 662, 679 (3d Cir. 2019).

III. Interested Third Parties Were Provided an Opportunity to Be Heard.

Finally, *Avandia* requires that third parties must be given an opportunity to be heard on the closure of records before a court can find that the presumption of public access has been rebutted. *Avandia*, 924 F.3d at 672. This requirement comes from the class action context, where there is a definitive public interest in certain proceedings that effect the rights of members of the public who may be bound by virtue of class membership. *In re Cendant Corp.*, 260 F.3d 183, 193 (3d

³⁷ Bankr. Dkt. 540 (Rappleye Decl.) ¶ 11.

³⁸ *Id.*

Cir. 2001).

In this case, such an opportunity was provided and the redactions were vetted both by the court and by the United States Trustee before redactions were agreed upon. Both Century and Sidley filed motions to submit these documents under seal on the public docket, with notice to all parties in the bankruptcy and the Trustee.³⁹ After the Trustee initially objected, the court took briefing on Century's sealing motion.⁴⁰ Following discussion between Sidley, Century, and the Trustee, the agreed-upon redactions were narrowed to ensure that nothing was over-drawn. No other party to the bankruptcy filed a brief or asked to be heard on this issue. The Trustee went on the record that he was satisfied that the redactions were sufficiently narrow, and the court, with the benefit of the briefing and having reviewed the un-redacted declarations and exhibits, accepted the sealed documents into the record.⁴¹ Thus, ample opportunity was given for third parties to be heard, and the Trustee. This was not simply a case where redactions were stipulated and filed with the court; rather, the final redactions were drawn in light of the U.S. Trustee's concern about openness and both parties' input about what information needed to be in the record.

³⁹ Bankr. Dkts. 430; 536.

⁴⁰ Bankr. Dkts. 489; 533.

⁴¹ May 4 Hr'g Tr. at 12:7–11, Dist. Ct. Dkt. 4, Ex. 2.

CONCLUSION

WHEREFORE, Appellants request that this Court enter an order substantially in the form attached as **Exhibit B**, accepting the Sealed Material into the appellate record under seal and grant such other relief as it deems just and proper.

Dated: October 7, 2020

Respectfully Submitted,

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CERTIFICATION UNDER LOCAL RULE 7.1.1

Pursuant to District of Delaware Local Rule 7.1.1, counsel for Appellants certifies that they have met and conferred with opposing counsel regarding the relief requested herein and Appellees do not oppose this motion.

Dated: October 7, 2020

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

EXHIBIT A

Appellants' Designation of Items to Be Included in the Record on Appeal

Date Filed	DKT No.	Description
02/18/2020	16 (104 pgs)	Affidavit/Declaration in Support of First Day Motion <i>Declaration of Brian Whittman in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings</i> Filed By Boy Scouts of America (Abbott, Derek) (Entered: 02/18/2020)
02/18/2020	17 (18 pgs; 2 docs)	Exhibit(s) <i>Debtors' Motion for Entry of an Order (I) Appointing a Judicial Mediator, (II) Referring Certain Matters to Mandatory Mediation, and (III) Granting Related Relief</i> Filed by Boy Scouts of America. (Attachments: # 1 Exhibit A) (Abbott, Derek) (Entered: 02/18/2020)
02/18/2020	20 (90 pgs)	Chapter 11 Plan of Reorganization <i>for Boy Scouts of America and Delaware BSA, LLC</i> Filed by Boy Scouts of America (Abbott, Derek) (Entered: 02/18/2020)
02/18/2020	21 (82 pgs)	Disclosure Statement <i>for the Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC</i> Filed by Boy Scouts of America (Abbott, Derek) (Entered: 02/18/2020)
03/17/2020	204 (109 pgs; 5 docs)	Application/Motion to Employ/Retain Sidley Austin LLP as Attorneys Filed by Boy Scouts of America. Hearing scheduled for 4/15/2020 at 10:00 AM at US Bankruptcy Court, 824 Market St., 6th Fl., Courtroom #2, Wilmington, Delaware. Objections due by 3/31/2020. (Attachments: # 1 Notice # 2 Exhibit A # 3 Exhibit B # 4 Exhibit C) (Topper, Paige) (Entered: 03/17/2020)
04/08/2020	368 (4 pgs)	Limited Objection <i>to the Official Tort Claimants' Committee's Motion for an Order Clarifying the Requirements to Provide Access to Confidential or Privileged Information</i> (related document(s) 332) Filed by Century Indemnity Company (Stamoulis, Stamatios) (Entered: 04/08/2020)
04/10/2020	388 (4 pgs)	Joinder <i>Limited Objection and Partial Joinder in Part to Limited Objection of Creditors First State Insurance Company and Twin City Fire Insurance Company and Party in Interest Hartford Accident and Indemnity Company to Debtors' Motions for Entry of an Order (I) Appointing a Judicial Mediator, (II) Referring Certain Matters to Mandatory Mediation, and (III) Granting Related Relief</i> (related document(s) 17, 161) Filed by Century Indemnity Company. (Stamoulis, Stamatios) (Entered: 04/10/2020)

Date Filed	DKT No.	Description
04/14/2020	426 (38 pgs)	Objection to Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date (related document(s)204) Filed by Century Indemnity Company (Stamoulis, Stamatios) (Entered: 04/14/2020)
04/14/2020	427	[SEALED] Declaration of Joshua R. Schwartz (related document(s)426) Filed by Century Indemnity Company. (Stamoulis, Stamatios) (Entered: 04/14/2020)
04/14/2020	428 (107 pgs)	Declaration of Janine Panchok-Berry in Support of Century's Objections to Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date (related document(s)426) Filed by Century Indemnity Company. (Stamoulis, Stamatios) (Entered: 04/14/2020)
04/14/2020	429 (9 pgs)	Declaration of Charles Slanina (related document(s)426) Filed by Century Indemnity Company. (Stamoulis, Stamatios) (Entered: 04/14/2020)
04/15/2020	430 (10 pgs)	Motion to File Under Seal CERTAIN EXHIBITS TO ITS OBJECTION TO DEBTORS APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF SIDLEY AUSTIN LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION, NUNC PRO TUNC TO THE PETITION DATE [DKT No. 427] Filed by Century Indemnity Company. Objections due by 4/15/2020. (Stamoulis, Stamatios) (Entered: 04/15/2020)
04/15/2020	431 (2 pgs)	Certification of Counsel Local Rule 9018-1 (related document(s)427, 430) Filed by Century Indemnity Company. (Stamoulis, Stamatios) (Entered: 04/15/2020)
04/15/2020	432 (3 pgs)	Notice of Hearing NOTICE OF CENTURY INDEMNITY COMPANYS MOTION PURSUANT TO SECTIONS 105 AND 107(B) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9018 FOR AUTHORITY TO FILE UNDER SEAL EXHIBITS TO THE OBJECTION TO DEBTORS APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF SIDLEY AUSTIN LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION, NUNC PRO TUNC TO THE PETITION DATE (related document(s)427, 430) Filed by Century Indemnity Company. Objections due by 4/15/2020. (Stamoulis, Stamatios) (Entered: 04/15/2020)

Date Filed	DKT No.	Description
04/15/2020	437 (107 pgs)	Amended Declaration of Janine Panchok-Berry in Support of Century's Objection to Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date (related document(s)428) Filed by Century Indemnity Company. (Stamoulis, Stamatios) (Entered: 04/15/2020)
04/17/2020	447	Transcript regarding Hearing Held 4/15/2020 RE: Telephonic conference. Remote electronic access to the transcript is restricted until 7/16/2020. The transcript may be viewed at the Bankruptcy Court Clerk's Office. For information about how to obtain a transcript, call the Clerk's Office or Contact the Court Reporter/Transcriber, Reliable, at Telephone number 302 654-8080. Notice of Intent to Request Redaction Deadline Due By 4/24/2020. Redaction Request Due By 5/8/2020. Redacted Transcript Submission Due By 5/18/2020. Transcript access will be restricted through 7/16/2020.
04/23/2020	478 (2 pgs)	Notice of Hearing Regarding the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date (related document(s)204) Filed by Boy Scouts of America. Hearing scheduled for 5/4/2020 at 10:00 AM at US Bankruptcy Court, 824 Market St., 6th Fl., Courtroom #2, Wilmington, Delaware.
04/27/2020	489 (12 pgs; 2 docs)	Objection United States Trustees Omnibus Response and Reservation of Rights Regarding Centurys Motion For Entry Of An Order Authorizing Century To File Under Seal Certain Exhibits To Its Objection To Debtors Application For Order Authorizing The Retention And Employment Of Sidley Austin LLP As Attorneys For The Debtors And Debtors In Possession, Nunc Pro Tunc To The Petition Date (related document(s)204, 427, 430) Filed by U.S. Trustee (Attachments: # 1 Certificate of Service) (Buchbinder, David) (Entered: 04/27/2020)
04/27/2020	493 (12 pgs)	Affidavit/Declaration of Mailing re: Revised Notice of Hearing of the Debtors Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date [Docket No. 478]. Filed by Omni Agent Solutions, Inc.. (related document(s)478) (Osborne, Brian) (Entered: 04/27/2020)

Date Filed	DKT No.	Description
04/28/2020	497 (5 pgs)	Reply Debtors' Reply in Further Support of the Their Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date (related document(s)204, 426) Filed by Boy Scouts of America (Topper, Paige) (Entered: 04/28/2020)
04/28/2020	498 (53 pgs)	Response by Sidley Austin LLP in Further Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors-in-Possession, Nunc Pro Tunc to the Petition Date (related document(s)204, 426) Filed by Sidley Austin LLP (Simon, Christopher) (Entered: 04/28/2020)
04/28/2020	499 (6 pgs)	Declaration in Support Declaration of Brian Whittman in Support of Reply in Further Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date (related document(s)497) Filed by Boy Scouts of America. (Topper, Paige) (Entered: 04/28/2020)
04/28/2020	500 (33 pgs; 6 docs)	Declaration in Support //Declaration of Jessica C.K. Boelter in Support of Response by Sidley Austin LLP in Further Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date (related document(s)498) Filed by Sidley Austin LLP. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5) (Simon, Christopher) (Entered: 04/28/2020)
04/28/2020	501 (5 pgs; 2 docs)	Motion for Leave to Exceed Any Page Limitations with Respect to the Response by Sidley Austin LLP in Further Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors-in-Possession, Nunc Pro Tunc to the Petition Date (related document(s)204, 426,[498) Filed by Sidley Austin LLP. (Attachments: # 1 Exhibit A) (Simon, Christopher) Modified on 4/28/2020 (NAB). (Entered: 04/28/2020)
04/28/2020	502 (1 pg)	Motion to Appear pro hac vice of James W. Ducayet, Esq. of Sidley Austin LLP. Receipt Number 31129089, Filed by Sidley Austin LLP. (Simon, Christopher) (Entered: 04/28/2020)

Date Filed	DKT No.	Description
04/28/2020	503 (4 pgs; 2 docs)	Motion for Leave to Submit in camera Certain Portions of the Response by Sidley Austin LLP in Further Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors-in-Possession, Nunc Pro Tunc to the Petition Date and Related Materials (related document(s)498) Filed by Sidley Austin LLP. (Attachments: # 1 Exhibit A) (Simon, Christopher) (Entered: 04/28/2020)
04/28/2020	504 (1 pg)	Order Granting Motion for Admission pro hac vice of James W. Ducayet (Related Doc # 502) Order Signed on 4/28/2020. (CMB) (Entered: 04/28/2020)
04/29/2020	509 (3 pgs; 2 docs)	Exhibit(s) //Notice of Filing of Sidley Austin LLP's Witness List in Connection with Hearing on Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date (related document(s) 204) Filed by Sidley Austin LLP. (Attachments: # 1 Exhibit A) (Simon, Christopher) (Entered: 04/29/2020)
04/30/2020	519 (3 pgs)	Notice of Intent to Present Certain Witnesses at Retention Hearing (related document(s) 204) Filed by Century Indemnity Company. (Stamoulis, Stamatis) (Entered: 04/30/2020)
04/30/2020	520 (2 pgs)	Notice of Withdrawal of Status Report in Connection with Hearing on Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date (related document(s) 518) Filed by Sidley Austin LLP. (Simon, Christopher) (Entered: 04/30/2020)
05/01/2020	529 (53 pgs)	Response by Sidley Austin LLP in Further Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors-in-Possession, Nunc Pro Tunc to the Petition Date [UNREDACTED VERSION] (related document(s) 204, 426, 498) Filed by Sidley Austin LLP (Simon, Christopher) (Entered: 05/01/2020)

Date Filed	DKT No.	Description
05/01/2020	531 (48 pgs)	Notice of Filing of Proposed Redacted Version of Document Declaration in Support //Declaration of Nancy B. Rapoport in Support of Response by Sidley Austin LLP in Further Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors-in-Possession, Nunc Pro Tunc to the Petition Date (related document(s) 498, 529) Filed by Sidley Austin LLP. (Simon, Christopher) Modified docket text on 5/4/2020 (NAB). (Entered: 05/01/2020)
05/01/2020	532 (81 pgs; 14 docs)	Notice of Filing of Proposed Redacted Version of Document Declaration in Support //Declaration of William M. Sneed in Support of Response by Sidley Austin LLP in Further Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors-in-Possession, Nunc Pro Tunc to the Petition Date (related document(s) 498, 529) Filed by Sidley Austin LLP. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13) (Simon, Christopher) Modified docket text on 5/4/2020 (NAB). (Entered: 05/01/2020)
05/01/2020	534	[SEALED] //Declaration of Nancy B. Rapoport in Support of Response by Sidley Austin LLP in Further Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors-in-Possession, Nunc Pro Tunc to the Petition Date (related document(s)498, 529) Filed by Sidley Austin LLP. (Simon, Christopher) (Entered: 05/01/2020)
05/01/2020	535	[SEALED] Declaration in Support //Declaration of William M. Sneed in Support of Response by Sidley Austin LLP in Further Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors-in-Possession, Nunc Pro Tunc to the Petition Date (related document(s)498, 529) Filed by Sidley Austin LLP. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13) (Simon, Christopher) 20 (NAB). Modified on 5/4/2020 (NAB). (Entered: 05/01/2020)

Date Filed	DKT No.	Description
05/01/2020	536 (6 pgs; 2 docs)	Motion to File Under Seal//Sidley Austin LLP's Motion to Seal the Declarations of William M. Sneed and Nancy B. Rapoport and Accompanying Exhibits [Re: Docket Nos. 534 & 535] Filed by Sidley Austin LLP. (Attachments: # 1 Exhibit A) (Simon, Christopher) (Entered: 05/01/2020)
05/02/2020	539 (83 pgs)	Declaration of Joshua R. Schwartz (Revised Public Version) (related document(s) 427) Filed by Century Indemnity Company. (Stamoulis, Stamatios) (Entered: 05/02/2020)
05/02/2020	540 (31 pgs)	Declaration of Ann Rappleve Regarding Proposed Retention of Sidley Austin LLP (related document(s) 204) Filed by Century Indemnity Company. (Stamoulis, Stamatios) (Entered: 05/02/2020)
05/03/2020	542 (9 pgs; 2 docs)	Declaration of Christopher Celentano Regarding Proposed Retention of Sidley Austin LLP (related document(s) 204) Filed by Century Indemnity Company. (Attachments: # 1 Exhibit 1) (Stamoulis, Stamatios) (Entered: 05/03/2020)
05/06/2020	572	Transcript regarding Hearing Held 5/4/2020 RE: Telephonic. Remote electronic access to the transcript is restricted until 8/4/2020. The transcript may be viewed at the Bankruptcy Court Clerk's Office. For information about how to obtain a transcript, call the Clerk's Office or Contact the Court Reporter/Transcriber, Reliable, at Telephone number (302)654-8080. Filed by . Notice of Intent to Request Redaction Deadline Due By 5/13/2020. Redaction Request Due By 5/27/2020. Redacted Transcript Submission Due By 6/8/2020. Transcript access will be restricted through 8/4/2020. (GM) (Entered: 05/06/2020)
05/06/2020	573 (34 pgs; 4 docs)	Exhibit(s) //Notice of Supplemental Authority by Sidley Austin LLP in Further Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Attorneys for the Debtors and Debtors in Possession, Nunc Pro Tunc to the Petition Date (related document(s) 204, 426, 498) Filed by Sidley Austin LLP. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Certificate of Service) (Simon, Christopher) (Entered: 05/06/2020)
05/06/2020	574 (10 pgs)	Response to Issues Raised by Court During Evidentiary Hearing (related document(s)204) Filed by Century Indemnity Company (Stamoulis, Stamatios) (Entered: 05/06/2020)

Date Filed	DKT No.	Description
05/08/2020	591	Transcript regarding Hearing Held 5/6/2020 RE: Telephonic. Remote electronic access to the transcript is restricted until 8/6/2020. The transcript may be viewed at the Bankruptcy Court Clerk's Office. For information about how to obtain a transcript, call the Clerk's Office or Contact the Court Reporter/Transcriber, Reliable, at Telephone number (302)654-8080. Filed by . Notice of Intent to Request Redaction Deadline Due By 5/15/2020. Redaction Request Due By 5/29/2020. Redacted Transcript Submission Due By 6/8/2020. Transcript access will be restricted through 8/6/2020. (GM) (Entered: 05/08/2020)
05/08/2020	593 (26 pgs; 2 docs)	Notice of Filing of Final Redacted Version of Exhibit 1 to Joshua R. Schwartz Declaration (related document(s)539) Filed by Century Indemnity Company. (Attachments: # 1 Exhibit Revised Redaction to Schwartz Exhibit 1) (Stamoulis, Stamatios) (Entered: 05/08/2020)
05/13/2020	617 (31 pgs; 3 docs)	Motion for Leave to File Debtors Reply in Support of Their Motion for Entry of an Order (I) Appointing a Judicial Mediator, (II) Referring Certain Matters to Mandatory Mediation, and (III) Granting Related Relief (related document(s) 17, 161, 164, 166, 316, 388) Filed by Boy Scouts of America, Delaware BSA, LLC. (Attachments: # 1 Exhibit A # 2 Exhibit B) (Moats, Eric) (Entered: 05/13/2020)
05/15/2020	640 (43 pgs; 3 docs)	Exhibit(s) Notice of Filing of Revised Mediation Order (related document(s)17, 161, 164, 166, 316, 388, 617) Filed by Boy Scouts of America. (Attachments: # 1 Exhibit A # 2 Exhibit B) (Moats, Eric) (Entered: 05/15/2020)
05/15/2020	646 (21 pgs; 2 docs)	Supplemental Objection Regarding Motion for Appointment of Mediator (related document(s) 17) Filed by Century Indemnity Company (Attachments: # 1 Appendix A) (Stamoulis, Stamatios) (Entered: 05/15/2020)
05/15/2020	656 (10 pgs)	Objection to Debtors Motion, Pursuant to 11 U.S.C. § 502(B)(9), Bankruptcy Rules 2002 and 3003(C)(3), and Local Rules 2002-1(E), 3001-1, and 3003-1 for Authority to (I) Establish Deadlines for Filing Proofs of Claim, (Ii) Establish the Form and Manner of Notice Thereof, (Iii) Approve Procedures for Providing Notice of Bar Date and Other Important Information to Abuse Victims, and (Iv) Approve Confidentiality Procedures for Abuse Victims (related document(s) 18, 557, 630) Filed by Century Indemnity Company (Stamoulis, Stamatios) (Entered: 05/15/2020)

Date Filed	DKT No.	Description
05/17/2020	664 (24 pgs; 3 docs)	Declaration in Support Declaration of Adrian C. Azer in Support of Debtors Motion for Entry of an Order (I) Appointing a Judicial Mediator, (II) Referring Certain Matters to Mandatory Mediation, and (III) Granting Related Relief (related document(s) 17, 161, 164, 166, 316, 388, 617) Filed by Boy Scouts of America. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (Moats, Eric) Modified docket text on 5/19/2020 (NAB). (Entered: 05/17/2020)
05/20/2020	675	Transcript regarding Hearing Held 5/18/2020
05/27/2020	697 (19 pgs)	Objection to Proposed Protective Order (related document(s) 613) Filed by Century Indemnity Company (Stamoulis, Stamatios) (Entered: 05/27/2020)
06/01/2020	744	Transcript regarding Hearing Held 5/29/2020 RE: Omnibus. Remote electronic access to the transcript is restricted until 8/31/2020. The transcript may be viewed at the Bankruptcy Court Clerk's Office. For information about how to obtain a transcript, call the Clerk's Office or Contact the Court Reporter/Transcriber, Reliable, at Telephone number (302)654-8080. Filed by . Notice of Intent to Request Redaction Deadline Due By 6/8/2020. Redaction Request Due By 6/22/2020. Redacted Transcript Submission Due By 7/2/2020. Transcript access will be restricted through 8/31/2020. (GM) (Entered: 06/01/2020)
06/02/2020	755 (16 pgs)	Bench Ruling Delivered May 29, 2020 on Debtors Application to Retain Sidley Austin LLP as Attorneys for the Debtors and Debtors In Possession (related document(s) 204) Order Signed on 6/2/2020. (CMB) (Entered: 06/02/2020)
06/02/2020	758 (2 pgs)	Order Authorizing the Retention and Employment of Sidley Austin LLP As Attorneys for the Debtors and Debtors In Possession, Nunc Pro Tunc to the Petition Date (Related Doc # 204)(related document(s)755) Order Signed on 6/2/2020. (CMB) (Entered: 06/02/2020)
06/11/2020	837 (21 pgs; 3 docs)	Notice of Appeal (DC CA 20-798, BAP 20-14). Fee Amount \$298. (related document(s)447, 572, 591, 744, 755, 758) Appellants listed as: Century Indemnity Company. Appellees listed as: Boy Scouts of America and Delaware BSA LLC ("Debtors"). Filed by Century Indemnity Company. (Attachments: # 1 Exhibit A - Bench Ruling # 2 Exhibit B - Order Authorizing Retention) (Stamoulis, Stamatios) Modified on 6/12/2020 (JS). (Entered: 06/11/2020)

Date Filed	DKT No.	Description
02/18/2020	Adversary Proceeding No. 20-50527 Dkt. 7 (55 pgs)	Brief <i>The BSA's Opening Brief In Support of Motion for a Preliminary Injunction Pursuant to Sections 105(a) and 362 of the Bankruptcy Code</i> (related document(s) 6) Filed by Boy Scouts of America. (Abbott, Derek) (Entered: 02/18/2020)

EXHIBIT B

Proposed Order

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

In re:

BOY SCOUTS OF AMERICA and
DELAWARE BSA, LLC,

Debtors.

Civil Action No. 20-cv-00798 (RGA)

CENTURY INDEMNITY COMPANY,
WESTCHESTER FIRE INSURANCE
COMPANY and WESTCHESTER SURPLUS
LINES INSURANCE COMPANY,

Appellants,

v.

BOY SCOUTS OF AMERICA,
DELAWARE BSA, LLC, and
SIDLEY AUSTIN LLP

Appellees.

On appeal from the U.S. Bankruptcy Court
for the District of Delaware

Bankruptcy Case No. 20-10343 (LSS)

Bankruptcy BAP No. 20-13

**ORDER GRANTING APPELLANTS’ RENEWED MOTION TO
ACCEPT DOCUMENTS UNDER SEAL INTO APPELLATE RECORD**

Upon the Renewed Motion of Appellants’ to Accept Documents under Seal into Appellate Record (the “Motion”), for good cause shown; it is hereby ORDERED, ADJUDGED and DECREED that:

The Motion is granted; and

The Clerk for the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) is permitted and authorized to transmit to the United States District Court for the District of Delaware (the “District Court”) those portions of the appellate record, as designated by the Appellant, that were received by the Bankruptcy Court under seal (the “Sealed Portion”).

This Court will accept, under seal, the Sealed Portion, and the Sealed Portion shall be dealt with by the parties pursuant to this Court's usual practices and procedures concerning sealed materials.

Upon entry, Appellants shall give notice of this Order to counsel for the Appellees.

Dated: _____, 2020

Wilmington, Delaware

UNITED STATES DISTRICT JUDGE