

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

In re:

BOY SCOUTS OF AMERICA AND
DELAWARE BSA, LLC,

Debtors.¹

Chapter 11

Case No. 20-10343 (LSS)

(Jointly Administered)

Re Docket Nos. 7832

**THE OFFICIAL COMMITTEE OF TORT CLAIMANTS’
SECOND AMENDED NOTICE OF DEPOSITION TO
THE UNITED METHODIST AD HOC COMMITTEE**

PLEASE TAKE NOTICE THAT pursuant to Rules 30(b)(6) of the Federal Rules of Civil Procedure (the “Civil Rules”), made applicable to these proceedings by Rules 9014 and 7030 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Official Committee of Tort Claimants to Boy Scouts of America and Delaware BSA, LLC (the “TCC”), by and through its undersigned counsel, shall take the deposition of the **United Methodist Ad Hoc Committee** (the “UMAHC”) by the person(s) designated to testify with respect to the topics described in **Exhibit A** hereto.

The deposition will take place on **February 2, 2022 at 10:30 a.m. (Eastern Time)** or at such other date and time as the parties may agree.

The deposition will be conducted remotely.

With respect to the conduct of this remote deposition:

1. Counsel for the parties and their clients will be participating from various, separate locations;

¹ The Debtors in these Chapter 11 Cases, together with the last four digits of Debtor’s federal tax identification number, are as follows: Boy Scouts of America (6300) and Delaware BSA, LLC (4311). The Debtors’ mailing address is 1325 West Walnut Hill Lane, Irving, Texas 75038.

2. The court reporter will administer the oath to the witness remotely;
3. Each participating attorney must be visible to all other participants, and their statements will be audible to all participants;
4. All exhibits will be provided simultaneously and electronically to the witness and all participants;
5. The court reporter will record the testimony;
6. The deposition will be videotaped; and
7. The deposition may be recorded electronically through the use of Realtime or a similar application.

Dated: January 31, 2022
Wilmington, Delaware

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

Richard M. Pachulski (CA Bar No. 90073)
(admitted *pro hac vice*)

Alan J. Kornfeld (CA Bar No. 130063)
(admitted *pro hac vice*)

Debra I. Grassgreen (CA 169978)
(admitted *pro hac vice*)

Iain A.W. Nasatir (CA Bar No. 148977)
(admitted *pro hac vice*)

James E. O'Neill (DE Bar No. 4042)
919 North Market Street, 17th Floor
P.O. Box 8705

Wilmington, DE 19899-8705 (Courier 19801)

Telephone: (302) 652-4100

Facsimile: (302) 652-4400

Email: rpachulski@pszjlaw.com

akornfeld@pszjlaw.com

dgrassgreen@pszjlaw.com

inasatir@pszjlaw.com

joneill@pszjlaw.com

Counsel for the Tort Claimants' Committee

**EXHIBIT A TO THE NOTICE OF DEPOSITION
OF THE UNITED METHODIST AD HOC COMMITTEE**

DEFINITIONS

1. For the purposes of these Requests for Production, the following Definitions shall apply: The terms “all,” “any,” and “each” shall each be construed as encompassing any and all. The singular shall include the plural and vice versa; the terms “and” or “or” shall be both conjunctive and disjunctive; and the term “including” means “including without limitation.” The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense.

2. Capitalized terms not otherwise defined herein shall have the meaning provided in the Plan.

3. “Abuse” shall have the meaning provided in the Amended Plan. “Abuse Claim” shall have the meaning provided in the Amended Plan but shall also include any abuse claim not directly asserted against the Debtors.

4. “Abuse Claimant” shall mean the party asserting an Abuse Claim and its attorneys, advisors, agents, representatives, and experts.

5. “Amended Plan” means the *Second Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC* [Docket No. 7832], as such Document may be amended, supplemented, or modified from time to time.

6. “BSA Plan Settlement” means any settlement, whether incorporated into the Amended Plan or presented for approval pursuant to Bankruptcy Rule 9019, between the Debtors and any other Entity (including, but not limited to, an Insurance Company, Chartered Organization, or Local Council), including, but not limited to, the Hartford Insurance Settlement, the Century Settlement, the Zurich Settlement, and the United Methodist Term Sheet.

7. “Century” means: (a) Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America and Indemnity Insurance Company of North America; (b) Century Indemnity Company as successor to CIGNA Specialty Insurance Company f/k/a California Union Insurance Company; (c) Insurance Company of North America; and (d) and each of their past, present and future direct or indirect parents, subsidiaries, affiliates and controlled entities, and each of their respective officers, directors, stockholders, members, partners, managers, employees, attorneys, agents, experts, consultants, predecessors, successors and assigns, each in their capacity as such.

8. “Century Settlement” means the Century and Chubb Term Sheet attached to the Seventh Mediator’s Report filed with the Court on December 14, 2021 [Docket No. 7772] and any documentation of the settlement embodied therein.

9. “Chapter 11 Cases” shall mean the above-captioned chapter 11 cases of Boy Scouts of America and Delaware BSA, LLC, pending before the United States Bankruptcy Court for the District of Delaware.

10. “Chartered Organizations” shall have the meaning provided in the Amended Plan.

11. “Church Records” means any Document maintained by the UMAHC and/or the United Methodist Entities Concerning the United Methodist Entities, including the United Methodist Entities’ membership records, “red flag” records, membership file “annotations,” and similar Documents.

12. “Communications” shall mean all inquiries, discussions, conversations, negotiations, agreements, understandings, meetings, telephone conversations, letters, notes, telegrams, correspondence, memoranda, emails, facsimile transmissions, or other form of verbal,

written, mechanical, or electronic disclosure, in Your actual or constructive control or custody or in the control or custody of any current or former affiliates, representatives or advisors.

13. “Coalition” shall mean the Coalition of Abused Scouts for Justice, an ad hoc committee that filed a notice of appearance in the Chapter 11 Cases on July 24, 2020 at Docket No. 1040, and its members, agents, accountants, financial advisors, employees, experts, attorneys, officers, directors, representatives, affiliates, subsidiaries, predecessors and/or successors.

14. “Concerning” means relating to, evidencing, supporting, negating, refuting, embodying, containing, memorializing, comprising, reflecting, analyzing, constituting, describing, identifying, referring to, referencing, discussing, indicating, connected with or otherwise pertaining in any way, in whole or in part, to the subject matter being referenced.

15. “Debtors” means, collectively or individually, as context requires and to encompass responsive documents Boy Scouts of America and Delaware BSA, LLC, and each of their agents, accountants, financial advisors, employees, experts, attorneys, officers, directors, direct or indirect shareholders, members, representatives, affiliates, subsidiaries, predecessors and/or successors.

16. “Disclosure Statement” shall mean 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].

17. “Documents” shall mean any writings, recordings, electronic files and mails, or photographs, whether original or duplicate, as defined in Federal Rule of Evidence 1001 and Federal Rule of Civil Procedure 34(a), inclusively, including (but not limited to) all Documents and information in Your possession, custody, or control, and includes: all and any written, recorded, or graphic material, however produced or reproduced, minutes, summaries, memoranda,

transcripts, tapes, or other voice recordings, and all other Documents and tangible things, including booklets, brochures, pamphlets, circulars, notices, periodicals, papers, records, contracts, agreements, photographs, minutes, memoranda, messages, appraisals, analyses, reports, files, interoffice memoranda, or interoffice communications of any description, calculations, invoices, accounting entries, diary entries, calendars, inventory sheets, ledgers, correspondence, emails, phone recordings, instant messages, text messages, telegrams, advertisements, press releases, notes, letters, diaries, working papers, schedules, projections, graphs, charts, films, tapes, print-outs, and all other data, whether recorded by electronic or other means, and all drafts thereof. If a Document was prepared in several copies, or if additional copies were thereafter made, and if any such copies are not identical in all respects or are no longer identical by reason of subsequent notation or modification of any kind whatsoever, including notes on the front or back, in the margins, or on any of the pages thereof, then each such non-identical copy is a separate Document and must be produced. When examples of categories or types of Documents are given in a particular Request for Production by use of phrases such as “including,” this shall always be interpreted as being for illustrative purposes only (*i.e.*, to be understood as “including without limitation”) and in no way limits or narrows the scope of any Request for Production. “Documents” always includes Communications, whether so stated in a particular Request for Production or not.

18. “Entity” shall have the meaning ascribed to it in the Bankruptcy Code.

19. “FCR” shall mean James L. Patton, Jr., the legal representative appointed by the Bankruptcy Court for holders of Future Abuse Claims, or any successor legal representative appointed by the Bankruptcy Court, and his agents, accountants, financial advisors, employees, experts, attorneys, representatives, affiliates, predecessors and/or successors.

20. “Hartford Insurance Settlement” shall have the meaning provided in the Amended Plan.

21. “Hartford Insurance Settlement Agreement” shall have the meaning provided in the Amended Plan.

22. “Identify” when referring to a person means to give, to the extent known, the person’s full name, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment. Once a person has been identified in accordance with this definition, only the name of that person need be listed in response to subsequent discovery requesting the identification of that person. When referring to documents, “to identify” means to give, to the extent known, the (a) type of document; (b) general subject matter; (c) date of the document; and (d) author(s), addressee(s), and recipient(s).

23. “Insurance Company” shall have the meaning provided in the Amended Plan.

24. “Insurance Policy” shall have the meaning provided in the Amended Plan, including all rights and benefits thereunder, and the proceeds thereof.

25. “Local Councils” shall have the meaning provided in the Amended Plan.

26. “Other Insurance Policy” means any Insurance Policy other than a United Methodist Entity Insurance Policy that does or may provide coverage for damages alleged by a United Methodist Entity Abuse Claimant for an Abuse Claim, including, but not limited to, all Insurance Policies for which a Local Council and/or Chartered Organization associated with a United Methodist Scouting Unit is a named or additional insured.

27. “Perpetrator” shall have the meaning provided in the Amended Plan.

28. “Petition Date” means February 18, 2020.

29. “Prepetition” shall mean occurring prior to the Petition Date.

30. “Proof of Claim” shall have the meaning provided in the Amended Plan.

31. “RCAHC” means the Roman Catholic Ad Hoc Committee, an ad hoc committee that filed a notice of appearance in the Chapter 11 Cases on June 25, 2021, 2021 at Docket No. 5420, and its members, agents, accountants, financial advisors, employees, experts, attorneys, officers, directors, representatives, affiliates, subsidiaries, predecessors and/or successor

32. “Scouting Unit” means an entity that conducts scouting for a Chartered Organization, including but not limited to a pack, den, troop, Sea Explorers, Air Explorers, Learning for Life, Explorers, Venturing, crew, ship, chapter, and any associations that were predecessor associations of the foregoing.

33. “Settlement” shall mean any Prepetition settlement or other resolution of an Abuse Claim.

34. “Settlement Trust” shall have the meaning provided in the Amended Plan.

35. “Survivor” means a survivor of Abuse in scouting, including Abuse Claimants.

36. “TCJC Settlement” has the meaning ascribed to it in the Amended Plan.

37. “UMAHC” means the United Methodist Ad Hoc Committee, an ad hoc committee that filed a notice of appearance in the Chapter 11 Cases on January 6, 2021 at Docket No. 1904, and its members, agents, accountants, financial advisors, employees, experts, attorneys, officers, directors, representatives, affiliates, subsidiaries, predecessors and/or successors.

38. “United Methodist Entities” shall have the meaning provided in the Amended Plan.

39. “United Methodist Entity Abuse Claimant” means an Abuse Claimant who identifies a United Methodist Entity as the sponsor of their Scouting Unit in a Proof of Claim or is otherwise known to You to have been a member of a United Methodist Scouting Unit.

40. “United Methodist Entity Insurance Policy” means any Insurance Policy that does or may provide coverage for damages alleged by a United Methodist Entity Abuse Claimant for an Abuse Claim, including, but not limited to, all Insurance Policies in which any United Methodist Entity is a named or additional insured.

41. “United Methodist Scouting Unit” means a Scouting Unit sponsored by any United Methodist Entity.

42. “United Methodist Participating Charter Contribution” means the contribution to the Settlement Trust contemplated by Section 2.a.v of the United Methodist Term Sheet.

43. “United Methodist Term Sheet” means the term sheet attached as Exhibit A to the Eighth Mediator’s Report [Docket No. 7884] filed with the Court on December 21, 2021 and any documentation of the settlement embodied therein.

44. “Verdict” shall mean any Prepetition verdict, judgment, award or decision of a court, arbitrator, mediator or similar tribunal Concerning an Abuse Claim.

45. “You” or “Your” and variants thereof means UMAHC.

46. “Zurich Settlement” means the term sheet attached as Exhibit A to the Ninth Mediator’s Report [Docket No. 7928] filed with the Court on December 22, 2021 and any documentation of the settlement embodied therein.

TOPICS

Topic No. 1:

The governance structure of the UMAHC.

Topic No. 2:

The authority, if any, of the UMAHC to bind the United Methodist Entities in connection with the UMAHC Settlement.

Topic No. 3:

Your contention, if you so contend, that the UMAHC Settlement satisfies the standards for 11 U.S.C. § 363, Federal Rule of Bankruptcy Procedure 9019(b), or 11 U.S.C. § 1129(a)(7).

Topic No. 4:

Communications with any of the Debtors, the FCR, the Coalition, Century, or the RCAHC Concerning the Amended Plan, the Hartford Insurance Settlement, the Hartford Insurance Settlement Agreement, the Century Settlement, the TCJC Settlement, the Zurich Settlement, or the UMAHC Settlement

Topic No. 5:

Church Records Concerning every Perpetrator named or referenced in any Proof of Claim.

Topic No. 6:

The Hartford Insurance Settlement.

Topic No. 7:

The Hartford Insurance Settlement Agreement.

Topic No. 8:

The TCJC Settlement.

Topic No. 9:

The TCJC Settlement Agreement.

Topic No. 10:

Church Records Concerning every Perpetrator named or referenced in any Proof of Claim.

Topic No. 11:

Church Records Concerning United Methodist Entity Abuse Claimants.

Topic No 12:

Documents maintained by Your Director of Risk Management Division Concerning allegations of Abuse suffered by or perpetrated by Your members involved in any way with any Scouting Unit or scouting activity.

Topic No. 13:

The Identity of adults and youth who participated in any United Methodist Scouting Unit identified (whether by unit number or description) in any Proof of Claim.

Topic No. 14:

The United Methodist Entity Insurance Policies.

Topic No. 15:

The Other Insurance Policies.

Topic No. 16:

The value of the contribution of the United Methodist Participating Charter Contribution.

Topic No. 17:

The facts and circumstances that Concern Your Contention, if you so contend, that that the United Methodist Participating Charter Contribution would constitute a “substantial contribution” or otherwise support the issuance of a channeling injunction under the Plan in Your favor.

Topic No. 18:

The complaints and statements of claim associated with the Settlements and Verdicts.

Topic No. 19:

The Abuse Claims.

Topic No. 20:

Communications with the Debtors and/or Bates White Concerning the Abuse Claims.

Topic No. 21:

Estimates or approximations of the number of Perpetrators and/or the number of Survivors.

Topic No. 22:

Valuations of any Abuse Claims.

Topic No 23:

The BSA Plan Settlements.

Topic No. 24:

The source(s) of any payments contemplated by the UMAHC Settlement.

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

In re:

BOY SCOUTS OF AMERICA AND
DELAWARE BSA, LLC,¹

Debtors.

Chapter 11

Case No. 20-10343 (LSS)

Jointly Administered

CERTIFICATE OF SERVICE

I, James E. O'Neill, hereby certify that on the 31st day of January, 2022, I caused a copy of the following document to be served via email on the individuals on the attached service list:

**THE OFFICIAL COMMITTEE OF TORT CLAIMANTS' *SECOND*
AMENDED NOTICE OF DEPOSITION TO THE UNITED METHODIST
AD HOC COMMITTEE**

/s/ James E. O'Neill

James E. O'Neill (Bar No. 4042)

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are as follows: Boy Scouts of America (6300) and Delaware BSA, LLC (4311). The Debtors' mailing address is 1325 West Walnut Hill Lane, Irving, Texas 75038.

Boy Scouts Participating Parties Service List
Case No. 20-10343 (LSS)
Doc. No. 236399v8
218 – Email

ALL VIA EMAIL

BSA Debtors

Jessica C. Lauria
jessica.lauria@whitecase.com
Michael C Andolina
mandolina@whitecase.com
Matthew Linder
mlinder@whitecase.com
Laura E. Baccash
laura.baccash@whitecase.com
Blair M. Warner
blair.warner@whitecase.com
Samuel Hershey
sam.hershey@whitecase.com
Glenn Kurtz
gkurtz@whitecase.com
Robert Tiedemann
rtiedemann@whitecase.com
Andrew Hammond
ahammond@whitecase.com
Jennifer Thomas
Jennifer.thomas@whitecase.com
Doah Kim
doah.kim@whitecase.com
Ronald Gorsich
rgorsich@whitecase.com
Derek Abbott
DAbbott@morrisnichols.com
Andrew Remming
aremming@morrisnichols.com
Paige Topper
ptopper@morrisnichols.com
Tori Remington
tremington@morrisnichols.com
Ernest Martin
Ernest.Martin@haynesboone.com
Adrian Azer
Adrian.Azer@haynesboone.com

U.S. Trustee

David L. Buchbinder
david.l.buchbinder@usdoj.gov
Hanna Mufson McCollum
hannah.mccollum@usdoj.gov

Tort Claimants' Committee

James Stang
jstang@pszjlaw.com
Rob Orgel
rorgel@pszjlaw.com
John A. Morris
jmorris@pszjlaw.com
John W. Lucas
jlucas@pszjlaw.com
Linda Cantor
lcantor@pszjlaw.com
James O'Neill
joneill@pszjlaw.com
Debra Grassgreen
dgrassgreen@pszjlaw.com
Ken Brown
kbrown@pszjlaw.com
Malhar S. Pagay
mpagay@pszjlaw.com
Richard M. Pachulski
rpachulski@pszjlaw.com
Alan J. Kornfeld
akornfeld@pszjlaw.com

Ad Hoc Committee of Local Councils

Richard G. Mason
RGMason@WLRK.com
Douglas K. Mayer
DKMayer@WLRK.com
Joseph C. Celentino
JCCelentino@WLRK.com
Mitchell Levy
MSLevy@wlrk.com
Craig Martin
craig.martin@us.dlapiper.com

Creditors' Committee

Thomas Moers Mayer
TMayer@kramerlevin.com
Rachael Ringer
rringer@kramerlevin.com

Jennifer Sharret
jsharret@kramerlevin.com
Megan Wasson Natan Hammerman Mark
Eckar
Kurt Gwynne
mwasson@kramerlevin.com
nhamerman@kramerlevin.com
meckard@reedsmith.com
kgwynne@reedsmith.com

Future Claimants' Representative

Robert Brady
rbrady@ycst.com
Edwin Harron
eharron@ycst.com
Sharon Zieg szieg@ycst.com
Erin Edwards eedwards@ycst.com
Kenneth Enos kenos@ycst.com
Kevin Guerke kguerke@ycst.com
Ashley Jacobs ajacobs@ycst.com
Jared Kochenash
jkochenash@ycst.com
Sara Beth Kohut
skohut@ycst.com
Rachel Jennings
jenningsr@gilbertlegal.com
Meredith Neely
neelym@gilbertlegal.com
Kami Quinn
quinnk@gilbertlegal.com
W. Hunter Winstead
winsteadh@gilbertlegal.com
Emily Grim
grime@gilbertlegal.com

Coalition of Abused Scouts for Justice

D. Cameron Moxley
cmoxley@brownrudnick.com
David Molton
dmolton@brownrudnick.com
Sunni Beville
sbeville@brownrudnick.com
Tristan Axelrod
taxelrod@brownrudnick.com
Barbara J. Kelly
bkelly@brownrudnick.com
Gerard Cicero
gcicero@brownrudnick.com

Eric Goodman
egoodman@brownrudnick.com
Rachel Merksy
rmersky@monlaw.com

JPMorgan Chase Bank, N.A.

Kristian Gluck
kristian.gluck@nortonrosefulbright.com
John Heath
john.heath@nortonrosefullbright.com
Sarah Cornelia
sarah.cornelia@nortonrosefullbright.com
Steven Zelin
zelin@pjtpartners.com
John Singh
singhj@pjtpartners.com
Scott Meyerson
meyerson@pjtpartners.com
Lukas Schwarzmänn
lukas.schwarzmänn@pjtpartners.com

**The Church of Jesus Christ of Latter-day
Saints, a Utah Corporation sole**

Jeff Bjork
jeff.bjork@lw.com
Robert Malione
Robert.malione@lw.com
Deniz Irgi
deniz.irgi@lw.com
Adam Goldberg
adam.goldberg@lw.com
Blake Denton
Blake.Denton@lw.com
Amy Quartarolo
Amy.Quartarolo@lw.com
Benjamin Dozier
Benjamin.Butzin-Dozier@lw.com
Sohom Datta
Sohom.Datta@lw.com
Natasha BronnSchrier
Natasha.bronnschrier@lw.com
Ryan Jones
ryan.jones@lw.com
Michael Merchant
merchant@rlf.com
Brett Haywood
haywood@rlf.com

United Methodist Ad Hoc Committee

Ed Rice
erice@bradley.com
Elizabeth Brusa
ebrusa@bradley.com

**Roman Catholic Ad Hoc Committee
Catholic Mutual Relief Society of
America**

Everett Cygal
ecygal@schiffhardin.com
Mark Fisher
mfisher@schiffhardin.com
Daniel Schufreider
dschufreider@schiffhardin.com
Jin Yan
jyan@schiffhardin.com
Jeremy Ryan
jryan@potteranderson.com
Aaron H. Stulman
astulman@potteranderson.com

**The Episcopal Church and Domestic and
Foreign Missionary Society of the
Protestant Episcopal Church in the
United States of America**

Mark Salzberg
mark.salzberg@squirepb.com

**Roman Catholic Diocese of Brooklyn,
New York, Roman Catholic Archbishop
of Los Angeles, a corporation sole, Roman
Catholic Diocese of Dallas, a Texas
nonprofit corporation, Archdiocese of
Galveston-Houston, and Diocese of Austin**

Patrick A. Jackson
patrick.jackson@faegredrinker.com
Ian J. Bambrick
ian.bambrick@faegredrinker.com

**Zalkin Law Firm, P.C. and Pfau Cochran
Vertetis Amala PLLC, representative
group for various state court counsel**

Daniel Bussel
dbussel@ktbslaw.com
Thomas Patterson
tpatterson@ktbslaw.com

Sasha Gurvitz
sgurvitz@ktbslaw.com
Roberty Pfister
rpfister@ktbslaw.com

Agricultural Insurance Company

Bruce W. McCullough
bmccullough@bodellbove.com
Bruce D. Celebrezze
bruce.celebrezze@clydeco.us
Conrad Krebs David Christian
konrad.krebs@clydeco.us
dchristian@dca.law

**AIG (National Union Fire Insurance
Company, Lexington Insurance
Company, Landmark Insurance
Company, and the Insurance Company of
the State of Pennsylvania)**

Susan Gummow
sgummow@fgppr.com
Tracey Jordan
tjordan@fgppr.com
Michael Rosenthal
mrosenthal@gibsondunn.com
Deirdre Richards
drichards@finemanlawfirm.com
Matthew Bouslog
mbouslog@gibsondunn.com
James Hallowell
jhallowell@gibsondunn.com
Keith Martorana
kmartorana@gibsondunn.com
Tyler H. Amass
tamass@gibsondunn.com
Tyler Andrew Hammond
thammond@gibsondunn.com
Amanda George
ageorge@gibsondunn.com
Dylan S. Cassidy
dcassidy@gibsondunn.com

**Allianz Global Risks US Insurance
Company**

Ryan Smethurst
rsmethurst@mwe.com
Margaret Warner
mwarner@mwe.com

Matthew S. Sorem
msorem@nicolaidesllp.com
Harris B. Winsberg
harris.winsberg@phrd.com
David Fournier
david.fournier@troutman.com
Marcy Smith
marcy.smith@troutman.com
Matthew Ray Brooks
Matthew.Brooks@troutman.com

American Zurich Insurance Company

Mark Plevin
MPlevin@crowell.com
Tacie Yoon
TYoon@crowell.com
Rachel Jankowski
RJankowski@crowell.com
Robert Cecil
rcecil@trplaw.com

**Argonaut Insurance Company and
Colony Insurance Company**

Laura Archie
laura.archie@argogroupus.com
Paul Logan
plogan@postschell.com
Kathleen K. Kerns
kkerns@postschell.com
George R. Calhoun
george@ifrahlaw.com

Arrowood Indemnity Company

Michael Hrinewski
mhrinewski@coughlinduffy.com
Lorraine Armenti
LArmenti@coughlinduffy.com

Aspen Insurance Holdings Limited

Clay Wilson
cwilkerson@brownsims.com

AXA XL

Jonathan Mulvihill
Jonathan.mulvihill@axaxl.com
Lloyd A. Gura
lgura@moundcotton.com

Pamela Minetto
pminetto@moundcotton.com

Ategrity Specialty

John Morgenstern
jmorgenstern@ohaganmeyer.com
Matthew Szwajkowski
mszwajkowski@ohaganmeyer.com
Carl “Chuck” Kunz, III
ckunz@morrisjames.com

Berkley Custom

John Baay
jbaay@glllaw.com

Berkeley Research Group

Matthew Babcock
MBabcock@thinkbrg.com

Clarendon America Insurance Company

Kenya Spivey
Kenya.Spivey@enstargroup.com
Harry Lee
hlee@steptoe.com
Brett Grindrod
bgrindrod@steptoe.com
John O’Connor
joconnor@steptoe.com
Nailah Ogle
nogle@steptoe.com
Matthew Summers
SummersM@ballardspahr.com

Century Indemnity Company

Stamatios Stamoulis
Stamoulis@swdelaw.com
Richard Weinblatt
weinblatt@swdelaw.com
Tancred Schiavoni
tschiavoni@omm.com
Salvatore J. Cocchiaro
scocchiaro@omm.com

CNA

Laura McNally
lmcnally@loeb.com
Emily Stone
estone@loeb.com

David Christian
dchristian@dca.law

General Star Indemnity

Gary P. Seligman
gseligman@wiley.law
Ashley L. Criss
acriss@wiley.law

Hartford

James P. Ruggeri
JRuggeri@rugerilaw.com
Joshua D. Weinberg
JWeinberg@rugerilaw.com
Annette Rolain
arolain@rugerilaw.com
Sara Hunkler
shunkler@rugerilaw.com
Phil Anker
Philip.Anker@wilmerhale.com
Danielle Spinelli
Danielle.Spinelli@wilmerhale.com
Joel Millar
Joel.Millar@wilmerhale.com
Erin Fay
efay@bayardlaw.com
Gregory Flasser
gflasser@bayardlaw.com

Liberty Mutual

Douglas R. Gooding
dgooding@choate.com
Jonathan Marshall
jmarshall@choate.com
Kim V. Marrkand
KMarrkand@mintz.com

Markel

Russell Dennis
Russell.dennis@markel.com
Jessica O'Neill
Jessica.oneill@markel.com
Michael Pankow
MPankow@BHFS.com

**Maryland Casualty Company, Maryland
American General Group, and American
General Fire & Casualty Company**

Harry Lee
HLee@steptoe.com
Brett Grindod
bgrindod@steptoe.com
Nailah Ogle
nogle@steptoe.com

Munich Re

Thaddeus Weaver
tweaver@dilworthlaw.com
William McGrath
wmcgrath@dilworthlaw.com

National Surety

Todd C Jacobs
TJacobs@bradleyriley.com
John E. Bucheit
jbucheit@bradleyriley.com
David M. Caves
dcaves@bradleyriley.com
Harris B. Winsberg
harris.winsberg@phrd.com
David Fournier
david.fournier@troutman.com
Marcy Smith
marcy.smith@troutman.com

Old Republic Insurance Company

Thomas Dare
tdare@oldrepublic.com
Peg Anderson
panderson@foxswibel.com
Adam Hachikian
ahachikian@foxswibel.com
Kenneth Thomas
kthomas@foxswibel.com
Ryan Schultz
rschultz@foxswibel.com
Stephen Miller
smiller@morrisjames.com
Carl Kunz, III
ckunz@morrisjames.com

**Traders and Pacific Insurance Company,
Endurance American Specialty Insurance
Company, and Endurance American
Insurance Company**

Joseph Ziemianski
jziemianski@cozen.com
Marla Benedek
mbenedek@cozen.com

Travelers
Scott Myers
SPMyers@travelers.com
Louis Rizzo
lrizzo@regerlaw.com

Notice of Intent Parties

Lujan Claimants
Delia Lujan
dslwolff@lawguam.com
Wolff Christopher Loizides
loizides@loizides.com

**Kentucky Creditors: N.C., K.W., C.F.,
B.L.,
A.F. and A.S:**
Raeann Warner
raeann@jcdelaw.com
Louis Schneider
lou.schneider@thomaslawoffices.com
Tad Thomas
tad@thomaslawoffices.com

Crew Janci Claimants
Salle Veghte
sveghte@klehr.com
Morton Branzburg
mbranzburg@klehr.com
Peter Janci
peter@crewjanci.com

**Hurley McKenna
& Mertz Survivors (HMM)**
Sally Veghte
sveghte@klehr.com
Christopher Hurley
churley@hurley-law.com
Evan Smola
esmola@hurley-law.com

Gillispie Claimants

Sally Veghte
sveghte@klehr.com
Joshua Gillispie
josh@greenandgillispie.com
Morton Branzburg
mbranzburg@klehr.com

Arch Insurance Company
Kathleen Miller
kmiller@skjlaw.com
Matthew Hamermesh
mah@hangley.com
Ronald Schiller
rschiller@hangley.com
Sharon McKee
smckee@hangley.com
Elizabeth Dolce
edolce@hangley.com

Lonnie Washburn (*Pro Se*)¹


Frank Schwindler (*Pro Se*)
nundawao@gmail.com

Jane Doe
Mark L. Desgrosseilliers
desgross@chipmanbrown.com
Cindy L. Robinson
crobinson@robinsonmahoney.com
Douglas Mahoney
dmahoney@robinsonmahoney.com

Dumas & Vaughn, LLC Claimants
Ashley L. Vaughn
ashley@dumasandvaughn.com
Gilion Dumas
gilion@dumasandvaughn.com