

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

FUTURE CLAIMANTS' REPRESENTATIVE, et al.,

Petitioners,

v.

BOY SCOUTS OF AMERICA, et al.,

Respondents.

Civil Action No. 21-00392-RGA

**REPLY BRIEF OF THE FUTURE CLAIMANTS' REPRESENTATIVE,
THE OFFICIAL COMMITTEE OF TORT CLAIMANTS, AND
THE COALITION OF ABUSED SCOUTS FOR JUSTICE IN
SUPPORT OF THEIR MOTION TO WITHDRAW THE REFERENCE OF
PROCEEDINGS INVOLVING THE ESTIMATION OF PERSONAL INJURY CLAIMS**

PACHULSKI STANG ZIEHL & JONES LLP

James I. Stang (CA Bar No. 94435)
Iain A.W. Nasatir (CA Bar No. 148977)
John A. Morris (NY Bar No. 2405397)
James E. O'Neill (DE Bar No. 4042)
John W. Lucas (CA Bar No. 271038)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: jstang@pszjlaw.com
inasatir@pszjlaw.com
jmorris@pszjlaw.com
joneill@pszjlaw.com
jlucas@pszjlaw.com

*Counsel to the Official Committee of Tort
Claimants*

YOUNG CONAWAY STARGATT & TAYLOR,
LLP

Robert S. Brady (No. 2847)
Edwin J. Harron (No. 3396)
Sharon M. Zieg (No. 4196)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: rbrady@ycst.com
eharron@ycst.com
szieg@ycst.com

Counsel to the Future Claimants' Representative

(additional counsel listed at end of brief)

TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES	ii
INTRODUCTION	1
ARGUMENT	1
A. This Estimation Is A Non-Core Proceeding, And The Standards To Withdraw The Reference Are Met.....	1
1. The Estimation Is A Non-Core Proceeding	1
2. The Relevant Factors Weigh In Favor Of Withdrawal.....	3
B. Withdrawal Of The Reference Is Required By 28 U.S.C. § 157(b)(5).....	7
C. This Court Should Neither Put Off Granting This Motion Nor Grant It Only In Part.....	8
CONCLUSION.....	10

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>AstraZeneca LP v. Tap Pharm. Prods., Inc.</i> , 444 F. Supp. 2d 278 (D. Del. 2006).....	9
<i>Chatz v. World Wide Wagering, Inc.</i> , No. 17-CV-4229, 2018 WL 11189350 (N.D. Ill. Feb. 26, 2018)	4
<i>Cryovac Inc. v. Pechiney Plastic Packaging, Inc.</i> , 430 F. Supp. 2d 346 (D. Del. 2006).....	9
<i>Daubert v. Merrell Dow Pharms., Inc.</i> , 509 U.S. 579 (1993).....	8
<i>Fuller-Austin Insulation Co. v. Highlands Insurance Co.</i> , 38 Cal. Rptr. 3d 716 (Ct. App. 2006).....	6
<i>In re Appleseed’s Intermediate Holdings, LLC</i> , Civ. No. 11-807 (JEI/KM), 2011 WL 6293251 (D. Del. Dec. 15, 2011).....	5
<i>In re Cambridge Analytica LLC</i> , 600 B.R. 750 (Bankr. S.D.N.Y. 2019).....	5
<i>In re Fed.-Mogul Glob., Inc.</i> , 330 B.R. 133 (D. Del. 2005).....	5
<i>In re G-I Holdings, Inc.</i> , 295 B.R. 211 (D.N.J. 2003)	3
<i>In re Int’l Benefits Grp., Inc.</i> , No. 06-cv-02363 (KSH), 2006 WL 2417297 (D.N.J. Aug. 21, 2006)	3
<i>In re N. Am. Health Care, Inc.</i> , 544 B.R. 684 (Bankr. C.D. Cal. 2016).....	3
<i>In re NDEP Corp.</i> , 203 B.R. 905 (D. Del. 1996).....	7
<i>In re Rite Way Elec., Inc.</i> , No. 11-19633 (SR), 2017 WL 660856 (E.D. Pa. Feb. 17, 2017).....	5, 7
<i>In re Roman Catholic Archbishop of Portland in Or.</i> , 339 B.R. 215 (Bankr. D. Or. 2006).....	2, 7

TABLE OF AUTHORITIES—Continued

	<u>Page(s)</u>
<i>Moore v. Idealease of Wilmington</i> , 358 B.R. 248 (E.D.N.C. 2006).....	8
<i>Oddi v. Ford Motor Co.</i> , 234 F.3d 136 (3d Cir. 2000).....	8
<i>Owens Corning v. Credit Suisse First Bos.</i> , 322 B.R. 719 (D. Del. 2005).....	5
<i>Oxford Gene Tech. Ltd. v. Mergen Ltd.</i> , 345 F. Supp. 2d 431 (D. Del. 2004).....	9
<i>TRW Inc. v. Andrews</i> , 534 U.S. 19 (2001).....	3
<i>United States v. Trala</i> , 162 F. Supp. 2d 336 (D. Del. 2001).....	9
<i>Wellness Int’l Network, Ltd. v. Sharif</i> , 575 U.S. 665 (2015).....	4
Statutes	
11 U.S.C. § 1121(b)	2
28 U.S.C. § 157(b)(2)(B)	1
28 U.S.C. § 157(b)(5)	7
28 U.S.C. § 157(c)(1).....	4, 7

INTRODUCTION

For more than a year, the Boy Scouts of America and an affiliate (collectively, the “Debtors”) have been mired in bankruptcy. The central sticking point is this: Movants here (who represent the survivors of sexual abuse committed on the Debtors’ watch), the Debtors, and the Debtors’ various insurers cannot agree on the monetary value of the sexual abuse claims. To break this logjam, Movants have moved for an estimation of the Debtors’ aggregate sexual-abuse liability. That aggregate valuation, in turn, will set a cap on the value of the abuse claims and dictate the amount of funds (including insurance proceeds) available for distribution to abuse survivors. As such, the estimation is a non-core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(B). And, accordingly, Movants asked this Court to withdraw the reference from the Bankruptcy Court. *See* D.I. 1 (the “Motion”).

Not surprisingly, having rebuffed Movants’ proposals to secure an equitable recovery for the survivors, the Debtors and two separate sets of insurers (the “Certain Insurers” and Century Indemnity Company (“Century,” and, together with the Debtors and the Certain Insurers, the “Withdrawal Opponents”)) oppose the motion to withdraw the reference. *See* D.I. 14; D.I. 15; D.I. 17. This Court should reject their arguments.

ARGUMENT

A. This Estimation Is A Non-Core Proceeding, And The Standards To Withdraw The Reference Are Met

1. The Estimation Is A Non-Core Proceeding

Movants’ estimation proceeding is not a “[c]ore proceeding[.]” because it seeks “estimation of contingent or unliquidated personal injury tort or wrongful death claims against the estate *for purposes of distribution.*” 28 U.S.C. § 157(b)(2)(B) (emphasis added). Here, the estimation is plainly “for purposes of distribution”: The whole point of the estimation is to derive an aggregate

valuation of the sexual abuse claims, which will dictate the maximum amount that the Debtors (together with their insurers and any other parties seeking a release under the plan) must make available for distribution to abuse claimants.¹ See generally *Ex. A (In re Boy Scouts of America, No. 20-10343, D.I. 2391 (Bankr. D. Del. Mar. 16, 2021))* (“Estimation Motion”). To be sure, the abuse claims of individual claimants will actually be liquidated through a post-confirmation trust, but the size of that trust will be determined (and capped)² by the estimated value of the abuse claims. Which is to say, the estimation’s “purpose” is to facilitate “distribution.”

Squarely supporting Movants’ position, a court in a sex-abuse bankruptcy has held that a “plan provid[ing] that the estimation will provide a cap on the amount of money that will be made available to pay the tort claims . . . effectively limits the amount that will be distributed, thereby causing the estimation of the claims to be for distribution purposes” and thus non-core. *In re Roman Catholic Archbishop of Portland in Or.*, 339 B.R. 215, 220 (Bankr. D. Or. 2006). Faced with this on-point precedent against them, the Withdrawal Opponents turn cartwheels trying to distinguish the case. The Debtors acknowledge that the estimation proposed in *Archbishop* “would decide the amount to be set aside for payment of tort claims,” but assert that that is “not the case” here. D.I. 15 at 12-13. Why not? Here, as in *Archbishop*, Movants propose an estimation that will effectively cap the amount available to abuse survivors. Century claims that the *Archbishop* court “rejected” the type of estimation that Movants propose here (D.I. 17 ¶¶ 28-29), but it

¹ Once the exclusivity period ends, see 11 U.S.C. § 1121(b), Movants intend to file a plan providing, among other things, that the result of the estimation will set a ceiling on the amount of funds available for distribution to abuse claimants.

² The Certain Insurers complain that Movants cannot be seeking a cap on aggregate distributions to abuse survivors because Movants will doubtless seek as much money as possible for their clients. D.I. 14 ¶ 15. Plainly enough, there is nothing inconsistent about seeking a cap on estimation, and seeking *the highest cap* permitted by the underlying evidence; what else would zealous advocates pursue?

conspicuously ignores that the court reached that conclusion precisely *because* the estimation was non-core. And the Certain Insurers ignore *Archbishop* altogether.

The Withdrawal Opponents seem to believe that a proceeding cannot be “for purposes of” distribution unless it *finally distributes* some money to some set of parties. But a proceeding may easily serve the “purpose” of distributing funds without actually *completing* the process. If Congress had intended that only ultimate distribution would be non-core, it could have dispensed with the words “for purposes” altogether, and simply said that estimation “for distribution” will be non-core. The Withdrawal Opponents’ contrary reading, in short, renders the words “for purposes” superfluous, in violation of basic principles of statutory construction. *See TRW Inc. v. Andrews*, 534 U.S. 19, 31 (2001) (“It is a cardinal principle of statutory construction that a statute ought, upon the whole, to be so construed that, if it can be prevented, no clause, sentence, or word shall be superfluous, void, or insignificant.”) (quotation marks omitted).

The cases on which the Withdrawal Opponents rely only undermine their argument. In *In re North American Health Care, Inc.*, 544 B.R. 684 (Bankr. C.D. Cal. 2016), for example, the court found the proceeding to be core partly because, unlike here, “[t]he estimated aggregate amount will *not* be any kind of a cap on eventual distributions by the Debtors to the tort claimants.” *Id.* at 690 (emphasis added). And in *In re G-I Holdings, Inc.*, 295 B.R. 211 (D.N.J. 2003), while the court found the aggregate estimation proceeding proposed by the claimants’ committee to be core, there is no indication that the committee planned to cap the debtors’ liability based on that estimation. *Id.* at 218-19.

2. *The Relevant Factors Weigh In Favor Of Withdrawal*

Efficiency, Uniformity, and Judicial Economy: Typically, “[t]he most important factor” bearing on a decision to withdraw the reference is whether the proceeding is core. *See In re Int’l*

Benefits Grp., Inc., No. 06-cv-02363 (KSH), 2006 WL 2417297, at *2 (D.N.J. Aug. 21, 2006). That is because “efficiency, uniformity and judicial economy concerns are largely subsumed within it.” *Chatz v. World Wide Wagering, Inc.*, No. 17-CV-4229, 2018 WL 11189350, at *6 (N.D. Ill. Feb. 26, 2018) (quotation marks omitted). In any estimation proceeding that is *not* core, the bankruptcy court may not enter a final order without the parties’ consent. Instead, it may only propose findings of fact and conclusions of law subject to the district court’s *de novo* review. 28 U.S.C. § 157(c)(1). Such a process—where the parties and the judiciary must do and then re-do—is manifestly inefficient.

Although it is not possible to predict what other matters may be competing for this Court’s attention if and when the Bankruptcy Court submits a report and recommendation on estimation, there is no way that an unnecessary layer of review would *hasten* ultimate resolution of the case. Further, because this Court would review the Bankruptcy Court’s proposed findings and conclusions under a *de novo* standard,³ this additional layer of review will doubtless prove more cumbersome and time-consuming than a run-of-the-mill bankruptcy appeal. Given that *de novo* standard, it makes practical sense for this Court to resolve in the first instance those issues that it will ultimately need to resolve anyway.

Conducting the estimation before a single court would also promote uniformity. Issues relating to plan confirmation (a core proceeding) could well overlap with issues litigated in the estimation (a non-core proceeding). Both will be reviewed by this Court, except through different lenses. In such a case, absent withdrawal of the reference, “if the Bankruptcy Court found a certain fact . . . but [the District] Court found that fact to be erroneous, though not clearly erroneous, then

³ See *Wellness Int’l Network, Ltd. v. Sharif*, 575 U.S. 665, 671 (2015) (“Absent consent, bankruptcy courts in non-core proceedings may only ‘submit proposed findings of fact and conclusions of law,’ which the district courts review *de novo*.”) (quoting 28 U.S.C. § 157(c)(1)).

[the District] Court would be required to accept that fact for the core claim and reject that fact for the non-core claim. Uniformity in bankruptcy administration would not be promoted by such an irrational result.” *In re Appleseed’s Intermediate Holdings, LLC*, Civ. No. 11-807 (JEI/KM), 2011 WL 6293251, at *3 (D. Del. Dec. 15, 2011).

The Withdrawal Opponents tout the Bankruptcy Court’s greater familiarity with the bankruptcy cases as a whole. *See* D.I. 14 ¶¶ 34-38; D.I. 15 at 13-14. But that relative familiarity is of limited relevance here. Estimation is designed to assess the value of a discrete set of legal claims with which Article III judges are intimately familiar. Estimation involves fact and expert witnesses, cross-examination, econometric modeling, statutes of limitations, and likely the testimony of a sample of survivor witnesses. Estimation will be governed by the Federal Rules of Evidence. None of it—not one morsel—is apt to entail interpretation of the Bankruptcy Code. Estimation, in short, is precisely the kind of litigation Article III courts see all the time. *See, e.g., In re Fed.-Mogul Glob., Inc.*, 330 B.R. 133, 137 (D. Del. 2005) (estimating liability “for the creation of a personal injury trust, which is one of many aspects that will be considered by the Bankruptcy Court when it considers the confirmation of the Plan”); *Owens Corning v. Credit Suisse First Bos.*, 322 B.R. 719, 721 (D. Del. 2005) (estimating debtor’s liability despite ramifications for the parties’ relative voting power and share in the fruits of reorganization).⁴

Forum Shopping: There is no forum shopping here. Withdrawal is mandatory or, at the least, decidedly prudent. Movants filed the instant Motion the day after moving for estimation in the Bankruptcy Court. Movants are not trying to escape a forum hostile to estimation. *Cf. In re*

⁴ Century and the Certain Insurers note that they have moved for discovery potentially related to the estimation sought. Those motions, to whatever extent they have merit, will be subsumed by the estimation proceeding. *See In re Cambridge Analytica LLC*, 600 B.R. 750, 752 (Bankr. S.D.N.Y. 2019) (“[O]nce an adversary proceeding or contested matter is commenced, discovery should be pursued” within that matter, not under Federal Rule of Bankruptcy Procedure 2004.).

Rite Way Elec., Inc., No. 11-19633 (SR), 2017 WL 660856, at *6 (E.D. Pa. Feb. 17, 2017) (noting that the defendants had just received an unfavorable determination).

Unable to controvert those facts, the Withdrawal Opponents resort to attacking Movants' motives. Century, for one, claims that the Motion is a "[t]ransparent [t]actical [p]loy" to "delay" the bankruptcy proceeding. D.I. 17 at 3. Yet, in the same breath, Century complains that Movants are asking for estimation to move too quickly. *See id.* at 4.

The Certain Insurers, for their part, contend that the case should be heard by the Bankruptcy Court because only that Court would appreciate that Movants' true goal is to use the estimation as a way to secure findings and conclusions binding (to the extent the law permits) on the insurers in subsequent litigation. D.I. 14 ¶ 39. It is difficult to see how that imputation of motive sheds any useful light on the merits of the Motion. But lest there be any doubt, Movants absolutely intend to seek whatever preclusive consequences the law allows. And this Court, no less than the Bankruptcy Court, can appreciate that Movants would naturally want the results of the estimation to bind any and every party that the law of judgments ordinarily binds.⁵

By contrast, the Debtors say that Movants' *true* motive is to gain leverage in mediation. But the Debtors never tell us how proceeding before this Court, rather than in the Bankruptcy Court, will afford Movants any greater leverage. Nor is it surprising (or even germane) that Movants seek by their Estimation Motion to ensure that any settlement trust be appropriately funded, or that they hope that estimation may lead to consensual resolution. *See* D.I. 15 at 14-15. There is nothing wrong with using estimation to ensure that the trust contains the necessary funds.

⁵ Movants propose to save their response to the Withdrawal Opponents' arguments about *Fuller-Austin Insulation Co. v. Highlands Insurance Co.*, 38 Cal. Rptr. 3d 716 (Ct. App. 2006), for an occasion when those arguments are actually relevant.

Nor is there anything wrong with holding out some hope, however fleeting, that progress in the estimation may lead to consensual resolution. Indeed, the outside chance that estimation may yet persuade the Debtors and their insurers to compensate survivors properly would be reason enough to grant the Estimation Motion, even were estimation not mandatory (as it is) under section 502(c)(1) of the Bankruptcy Code.

Timing: The Debtors assert that the Motion is premature because the Estimation Motion has not yet been granted. But Movants have asked this Court to withdraw the reference over that motion precisely so that *this* Court can decide it. Otherwise, because the estimation is non-core, the Bankruptcy Court would be constrained to issue a report and recommendation on the motion, and this case would be further delayed. *See* 28 U.S.C. § 157(c)(1); *Archbishop*, 339 B.R. at 222 (indicating that, if the debtors elected to proceed with estimation for the purpose of distribution, the court would be limited to preparing a report recommending that the district court grant the motion). Furthermore, had Movants waited until after the Bankruptcy Court resolved the Estimation Motion, the Debtors would surely have argued that it was too late to withdraw the reference because the Bankruptcy Court had already become familiar with the issues. *Cf. Rite Way*, 2017 WL 660856, at *5 (faulting parties for waiting to withdraw the reference until several months into the proceeding, after the bankruptcy court had rendered several rulings).

Jury Trial: Merely because Movants have not demanded a jury trial is no reason to deny withdrawal of the reference where all the other factors favor withdrawal. *See In re NDEP Corp.*, 203 B.R. 905, 913 (D. Del. 1996) (concluding that the court would withdraw the reference even absent the right to a jury trial).

B. Withdrawal Of The Reference Is Required By 28 U.S.C. § 157(b)(5)

Section 157(b)(5) of Title 28 provides that “[t]he district court *shall* order that personal

injury tort and wrongful death claims shall be tried in the district court” (emphasis added). The Withdrawal Opponents raise a variety of arguments in response, but none engages with the central fact that this estimation will bear all the hallmarks of a trial. The estimation will entail fact discovery, expert and fact witnesses, and, eventually, case-dispositive factual and legal judgments. Indeed, the Certain Insurers openly fret that the findings and conclusions will have binding consequences, just as in any other trial. The adage about looking and quacking like a duck comes to mind. For this additional reason, the reference should be withdrawn.

C. This Court Should Neither Put Off Granting This Motion Nor Grant It Only In Part

The Debtors ask this Court to punt on withdrawal even if it concludes that this proceeding is either non-core or will involve a trial of personal injury claims. Assuming this were even permissible (and there is good reason to think it is not),⁶ it would not make sense.

First, it would be significantly more efficient for this Court to oversee the pretrial proceedings. Those proceedings will inevitably implicate questions going to the merits of the parties’ claims. For example, in this estimation proceeding, the court will be asked to resolve threshold questions like *Daubert* motions challenging the parties’ estimation experts. See D.I. 1-3 at 3-4. As this Court well knows, resolving those motions will “entail[] a preliminary assessment of whether the reasoning or methodology underlying the testimony is scientifically valid.” See *Oddi v. Ford Motor Co.*, 234 F.3d 136, 144 (3d Cir. 2000) (quoting *Daubert v. Merrell Dow Pharms., Inc.*, 509 U.S. 579, 592-93 (1993)). It does not make sense for the Bankruptcy Court to familiarize itself with the parties’ expert testimony to resolve threshold motions, while leaving to

⁶ See, e.g., *Moore v. Idealease of Wilmington*, 358 B.R. 248, 252 (E.D.N.C. 2006) (“Although some courts construe section 157(b)(5)’s use of the term ‘tried’ to mean that a bankruptcy court may resolve pre-trial motions in such actions, this court believes that (absent consent) a district court should retain control over all aspects of personal injury tort claims under section 157.”).

this Court to consider that testimony on the merits at trial. After all, most opinions rejecting evidentiary challenges to an expert's testimony note that the moving parties' criticism goes to the weight to be given to those opinions by the factfinder, rather than whether to admit them. *See, e.g., Cryovac Inc. v. Pechiney Plastic Packaging, Inc.*, 430 F. Supp. 2d 346, 363-64 (D. Del. 2006) (rejecting multiple evidentiary challenges that went to "the weight, not the admissibility" of expert testimony); *AstraZeneca LP v. Tap Pharm. Prods., Inc.*, 444 F. Supp. 2d 278, 289, 291 (D. Del. 2006) (same); *Oxford Gene Tech. Ltd. v. Mergen Ltd.*, 345 F. Supp. 2d 431, 442-43 (D. Del. 2004) (same); *United States v. Trala*, 162 F. Supp. 2d 336, 346-50 (D. Del. 2001) (same).

Not surprisingly, then, it is this district's usual practice to take control over the entire aggregate estimation proceeding including pretrial matters, rather than leaving it in bankruptcy court until the proceeding is ripe for trial. *See In re Owens Corning*, No. 04-cv-905-JPF, D.I. 7 at 1 (D. Del. Oct. 12, 2004) (withdrawing the reference "with respect to the asbestos claims valuation process, including discovery and scheduling issues"); *In re Fed.-Mogul Glob. Inc.*, No. 05-cv-59-JHR, D.I. 17 at 2 (D. Del. Mar. 31, 2005) (noting in case management order that "[t]his Court also will hear all matters ancillary to the estimation hearing, such as discovery disputes").

Second, the Debtors' Pollyannish assurances notwithstanding (D.I. 15 at 19), there is no reason to believe a settlement with abuse survivors will soon moot the need for estimation. If anything, the prospects for a grand bargain are dimming. Since the Motion was filed, the Debtors have proposed a Chapter 11 plan that would pay abuse survivors a small fraction of what they are owed, while making executives and financial creditors nearly whole.⁷ Adding injury to insult, the

⁷ *See In re Boy Scouts of America*, No. 20-10343, D.I. 2594 at 20-24 (Bankr. D. Del. Apr. 14, 2021) (estimating, despite using an unjustifiably low valuation of the abuse claims, that abuse claimants would recover no more than 23% on their claims plus insurance rights that the plan itself defeats). The Debtors' plan contemplates a limited form of estimation should survivors support the plan in sufficient numbers, which, as explained next, they will not.

Debtors then announced a settlement with one of their insurers for just a small fraction of the insurer's liability. *See In re Boy Scouts of America*, No. 20-10343, D.I. 2624 (Bankr. D. Del. Apr. 16, 2021). None of the Movants—the main representatives of the sexual-abuse survivors—will support such proposals. But the Movants remain willing to support a consensual resolution of the bankruptcy cases that properly compensates survivors. Any such resolution can hardly be reached until the parties have a common understanding of the value of the survivor claims. That is exactly what an estimation will achieve.

CONCLUSION

For the foregoing reasons, the Motion should be granted.

[Signatures on next page.]

Dated: April 22, 2021
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Edwin J. Harron

Robert S. Brady (Bar No. 2847)
Edwin J. Harron (Bar No. 3396)
Sharon M. Zieg (Bar No. 4196)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: rbrady@ycst.com
eharron@ycst.com
szieg@ycst.com

Counsel to the Future Claimants' Representative

– and –

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

James I. Stang (CA Bar No. 94435)
Iain A.W. Nasatir (CA Bar No. 148977)
John A. Morris (NY Bar No. 2405397)
James E. O'Neill (DE Bar No. 4042)
John W. Lucas (CA Bar No. 271038)
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: jstang@pszjlaw.com
inasatir@pszjlaw.com
jmorris@pszjlaw.com
joneill@pszjlaw.com
jlucas@pszjlaw.com

Counsel for the Tort Claimants' Committee

– and –

MONZACK MERSKY AND BROWDER, P.A.

/s/ Rachel B. Mersky

Rachel B. Mersky (DE No. 2049)
1201 North Orange Street, Suite 400

Wilmington, Delaware 19801
Telephone: (302) 656-8162
Facsimile: (302) 656-2769
E-mail: rmersky@monlaw.com

– and –

BROWN RUDNICK LLP
David J. Molton, Esq.
Eric R. Goodman, Esq.
Seven Times Square
New York, NY 10036
Telephone: (212) 209-4800
Email: dmolton@brownrudnick.com
Email: egoodman@brownrudnick.com

– and –

Sunni P. Beville, Esq.
Tristan G. Axelrod, Esq.
One Financial Center
Boston, MA 02111
Telephone: (617) 856-8200
Email: sbeville@brownrudnick.com
Email: taxelrod@brownrudnick.com

– and –

ROBBINS, RUSSELL, ENGLERT, ORSECK,
UNTEREINER & SAUBER LLP
Lawrence S. Robbins*
Ariel N. Lavinbuk*
William J. Trunk*
Joshua S. Bolian*
2000 K Street NW, 4th Floor
Washington, DC 20006
Telephone: 202-775-4500
Email: lrobbins@robbinsrussell.com
alavinbuk@robbinsrussell.com
wtrunk@robbinsrussell.com
jbolian@robbinsrussell.com
* (motion to appear *pro hac vice* forthcoming)

*Counsel to the Coalition of Abused Scouts for
Justice*

Exhibit A

**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)

**MOTION OF THE FUTURE CLAIMANTS' REPRESENTATIVE,
THE OFFICIAL COMMITTEE OF TORT CLAIMANTS, AND THE COALITION OF
ABUSED SCOUTS FOR JUSTICE FOR ENTRY OF AN ORDER, PURSUANT TO 11
U.S.C. §§ 105(a) AND 502(c), (I) AUTHORIZING AN ESTIMATION OF CURRENT
AND FUTURE ABUSE CLAIMS AND (II) ESTABLISHING PROCEDURES
AND SCHEDULE FOR ESTIMATION PROCEEDINGS**

James L. Patton, Jr., the Future Claimants' Representative (the "FCR"), the Official Committee of Tort Claimants (the "TCC"), and the Coalition of Abused Scouts for Justice (the "Coalition") (collectively, the "Movants"), by and through their undersigned counsel, hereby submit this motion (the "Motion") for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"),² pursuant to sections 105(a) and 502(c) of title 11 of the United States Code (the "Bankruptcy Code"), (i) authorizing the estimation of the aggregate amounts³ of current and future Abuse Claims (defined below) against the Boy Scouts of America ("BSA"), by type of abuse, by local council, by chartered sponsoring organization, and on a

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.

² To the extent that any party in interest objects to the relief requested in the Proposed Order, the Movants request that such party provide a redline, prior to the objection deadline for this Motion, showing the revisions to the Proposed Order, if any, that would resolve such party's objection. The Movants intend to meet and confer with objecting parties before the hearing on this Motion to determine if a resolution may be reached.

³ Estimation of aggregate liability will not determine the liquidated amount of any particular individual claim. The plan contemplated by the Movants will likely provide that such individual amounts will be determined through trust distribution procedures (the "TDP") or through release of actions into the tort system for adjudication as permitted by the TDP.

year-by-year basis; and (ii) establishing the procedures and schedule for those estimation proceedings.

In support of this Motion, the Movants respectfully represent as follows:

PRELIMINARY STATEMENT⁴

1. More than a year ago, the Debtors filed for bankruptcy with the stated objective of providing “consensual, expeditious, [and] global resolution of all claims related to abuse in the BSA’s Scouting programs.” *See* Dkt. No. 4 at 38. But the plan of reorganization proposed by the Debtors accomplishes none of those things. For that reason, the Debtors’ first amended plan of reorganization (Dkt. No. 2293, the “Proposed Plan”) has no chance of obtaining the support of sexual abuse survivors. Nor have the parties been successful in negotiating a consensual resolution through mediation. That is because there are two threshold questions—necessary predicates to any confirmed plan—on which the parties fundamentally disagree:

2. The *first* is the scope and aggregate value of the Abuse Claims. Approximately 84,000 survivors filed proofs of claim before the Bar Date. This number could well be understated; and survivors of such abuse are notoriously reluctant to come forward.⁵ But the Debtors (and their insurers) profess to believe just the opposite: that many survivors who filed proofs of claim are simply making it all up. *See* Dkt. No. 1972. The parties likewise disagree as to what constitutes just compensation for abuse survivors.

3. The *second* is what assets are available to compensate survivors. The Debtors’ Proposed Plan contemplates that Abuse Claims will be channeled to and resolved through a trust, which will be funded by the Debtors and other parties, including local councils and chartered

⁴ Capitalized terms used but not otherwise defined in this Preliminary Statement shall have the meanings ascribed to them in the sections that follow.

⁵ *See* Corky Siemaszko, *Lawyer demands Boy Scouts open up the ‘perversion files,’* NBC NEWS, (Apr. 24, 2019), <https://www.nbcnews.com/news/us-news/lawyer-demands-boy-scouts-open-perversion-files-n997786>.

organizations. But the Debtors assert that they can make only a limited cash contribution to that trust; the key asset funding the trust will be the Debtors' and local councils' considerable insurance assets. Because the insurance assets are essential to a full funding of the trust, it would not suffice merely to agree on the Debtors' aggregate liability to the abuse survivors (if the parties could even do that much). Rather, that aggregate liability, determined using a valuation scale by type of abuse, would then need to be allocated by local council and on a year-by-year and category-of-abuse basis, so that it could be matched to the appropriate insurer(s) and policy(ies).

4. For a plan to be confirmed in these cases, the parties must find some common ground on these basic questions. It is plainly impracticable to liquidate some 84,000 Abuse Claims before confirming a plan. Yet, absent a consensual resolution, a plan simply cannot be confirmed unless and until a value is placed on the Abuse Claims. The Movants (three groups that collectively represent the interests of all abuse survivors) cannot support the confirmation of a plan unless it provides clear guidance as to how survivors will be paid and adequate consideration is available to satisfy the BSA's aggregate liability.

5. The only way to square this circle here is through an estimation proceeding. *See* 11 U.S.C. § 502(c).⁶ Where the liquidation of individual claims would "unduly delay" the administration of the case, the Bankruptcy Code *requires* the court to estimate the value of those claims. *See id.* ("There *shall* be estimated ...") (emphasis added). Estimation proceedings are

⁶ The Movants, the Debtors, and the insurers were in mediation for many, many months before three experienced mediators, but have been unable to make progress on these issues. In light of the Debtors' need to move ahead, as evidenced by their filing the Proposed Plan (Dkt. No. 2293) and scheduling of a hearing on the related Disclosure Statement (Dkt. No. 2294), estimation is the only practical means of moving this reorganization forward.

common in mass-tort bankruptcies precisely because it is infeasible to liquidate thousands of lawsuits before confirming a plan.⁷

6. Here, estimation will serve four key functions. **First**, placing an aggregate value on the Debtors' liability will advance these cases by informing the amount of trust funding needed to satisfy the Abuse Claims and resolve whether any proposed plan meets the legal requirements under the Bankruptcy Code and applicable case law. Those legal requirements include, *inter alia*, that the consideration received under the plan by each creditor voting against the plan equal or exceed that available in a chapter 7 liquidation (11 U.S.C. § 1129(a)(7)), and that the percentage recovery estimated to be received by abuse claimants not be unfairly dissimilar to the recoveries of other similarly situated, non-priority unsecured creditors (*id.* § 1129(b)(1)). The output of the estimation also will set a *de facto* cap on BSA's aggregate liability for the estimated claims by defining the maximum amount BSA and beneficiaries of any channeling injunction must make available for distribution under the plan to survivors of childhood sexual abuse before, upon the plan's confirmation, such parties receive permanent protection from these claims.

7. **Second**, converting that aggregate value into a year-by-year allocation will provide more transparency into the insurance implications of any plan and permit the Movants to more adequately account for any relevant insurance coverage. That is critical here. The Debtors' Proposed Plan contemplates the assignment to a trust of, among other things, BSA's insurance rights. Those insurance rights are arguably BSA's most valuable asset, without which it may be impossible to afford survivors meaningful recompense. BSA's insurance coverage

⁷ See, e.g., *In re Specialty Prods. Holding Corp.*, No. 10-11779-JKF, 2013 WL 2177694, at *1 (Bankr. D. Del. May 20, 2013) (mesothelioma); *In re Fed.-Mogul Glob., Inc.*, 330 B.R. 133, 154 (D. Del. 2005) (asbestos); *In re Roman Catholic Archbishop of Portland in Or.*, 339 B.R. 215, 221 (Bankr. D. Or. 2006) (sexual abuse); *In re PG&E Corp.*, No. 19-30088-DM (Bankr. N.D. Cal. Aug. 21, 2019), Dkt. No. 3648 (wildfires).

portfolio over the relevant decades includes primary and excess policies sold by numerous insurers with varying limits, terms, and conditions. For certain years, certain insurers sold policies providing substantial limits of liability per occurrence, regardless of the number of occurrences, and for other years there may be aggregate limits. By estimating the Abuse Claims on a year-by-year basis, all parties—including the insurers themselves—will be better positioned to evaluate the insurance implications of any plan.

8. **Third**, estimation of the Debtors' liabilities, including the extent to which those liabilities are shared (in whole or in part) by any local council or chartered sponsoring organization, will inform the contribution that can and should be expected from any local council and chartered organization that seeks a third-party release. The Debtors' Proposed Plan contemplates a channeling injunction benefiting the 250-plus local councils affiliated with BSA, and possibly other sponsoring organizations as well. The Movants cannot (and do not) support a channeling injunction in favor of those non-debtors unless they can meaningfully evaluate the size of the liability to be extinguished by the injunction. Estimation will so inform the Movants and their constituents.

9. **Fourth**, estimation will afford the parties an opportunity to test, with the guidance of the Court, certain insurers' contention that not all proofs of claim are valid. The insurers have sought under Rule 2004 sweeping discovery from more than 1,000 claimants—and more than a dozen law firms—because they hypothesize that large swaths of claims were simply fabricated. The insurers' misplaced Rule 2004 discovery efforts are wasteful and counterproductive, and they will not advance these cases toward confirmation. Estimation will. And, if any proofs of claim turn out to be invalid, the estimation process will account for that.

10. Accordingly, the Movants request entry of the Proposed Order (attached hereto as **Exhibit A**) authorizing the estimation of current and future Abuse Claims for purposes of plan distribution and setting claim distribution reserves. Such an estimation, using a valuation scale for different types of abuse, will result in a determination of the Debtors’ aggregate liability on a year-by-year basis, will shed light on the co-liability of local councils and sponsoring organizations that are seeking releases in the plan, and will resolve the parties’ dispute as to the appropriate size of a trust to fairly compensate abuse survivors. That, in turn, will promote the reasonable confirmation of a plan and distributions to abuse survivors—many of whom suffered this abuse decades ago, and not one of whom should be forced to wait a moment longer than necessary to receive just compensation.

JURISDICTION AND VENUE

11. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter entails the estimation of “contingent or unliquidated personal injury tort or wrongful death claims,” as that term is used in 28 U.S.C. § 157(b)(2)(B), and thus is a non-core proceeding. Further, 28 U.S.C. § 157(b)(5) provides that personal injury tort claims “shall be tried in the district court in which the bankruptcy case is pending.” The Movants therefore intend to file a separate motion under 28 U.S.C. § 157(d) to withdraw, in whole, the contested matter resulting from the filing of this Motion to the United States District Court in which the Debtors’ chapter 11 cases are pending. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

12. The statutory and legal predicates for the relief sought herein are sections 105(a) and 502(c) of the Bankruptcy Code.

BACKGROUND

A. The BSA Files For Bankruptcy

13. The Debtors commenced these chapter 11 cases on February 18, 2020 (the “Petition Date”). These chapter 11 cases are being jointly administered for procedural purposes pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure and Rule 1015-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

14. On March 5, 2020, the Office of the United States Trustee for the District of Delaware appointed the TCC and the Official Committee of Unsecured Creditors pursuant to section 1102 of the Bankruptcy Code. *See* Dkt. Nos. 141, 142. The TCC serves as a fiduciary representative for all holders of abuse claims against the BSA.

15. On April 24, 2020, the Court entered an order appointing the FCR to represent the interests of holders of future Abuse Claims (as defined below) that may be asserted against the Debtors. *See* Dkt. No. 486.

16. On July 24, 2020, the Coalition filed a notice of appearance in these chapter 11 cases pursuant to section 1109(b) of the Bankruptcy Code. The Coalition comprises approximately 12,000 sexual abuse survivors who have submitted proofs of claim against the Debtors and signed affirmative consents to being part of the Coalition.

B. Approximately 84,000 Sexual Abuse Survivors Come Forward

17. Before commencing its bankruptcy case, the BSA was named as a defendant in approximately 275 lawsuits asserting sexual abuse claims against the BSA and affiliated organizations. *See* Dkt. No. 4 at 32.

18. On May 26, 2020, the Court entered an order setting November 16, 2020 as the date by which sexual abuse survivors needed to file proofs of claim (the “Bar Date”).⁸ The Debtors then implemented a robust and nationwide noticing campaign which included television, radio, print, and internet advertising. *See* Dkt. No. 1145 ¶ 25. Approximately 84,000 sexual abuse survivors submitted proofs of claim prior to the Bar Date.

C. The Parties Are Unable To Find Common Ground As To The Scope And Value Of The Sexual Abuse Claims

19. On the Petition Date, the Debtors filed a motion seeking the appointment of a mediator to help resolve the Abuse Claims through a chapter 11 plan of reorganization. Dkt. No. 17. The Court referred these cases to mediation on June 9, 2020. Dkt. No. 812.

20. On March 1, 2021, the Debtors filed their Proposed Plan and related Disclosure Statement (Dkt. No. 2294, the “Disclosure Statement”). A hearing regarding approval of the Disclosure Statement is presently scheduled for April 15, 2021.

21. Among other things, the Proposed Plan provides that both current and future Abuse Claims will be channeled to a trust and processed, liquidated, and paid pursuant to the yet unfiled TDP. Dkt. No. 2293 arts. IV & X.F.

22. In pertinent part, the Proposed Plan defines “Abuse” as:

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

⁸ On September 16, 2020, the Court entered an order supplementing the Bar Date Order. Dkt. No. 1331.

and whether there is or was any associated physical, psychological, or emotional harm to the child or non-consenting adult.

Id. art. I.A.17. An “Abuse Claim” is defined, in turn, as:

a liquidated or unliquidated Claim against a Protected Party that is attributable to, arises from, is based upon, relates to, or results from, in whole or in part, directly, indirectly, or derivatively, Abuse that occurred prior to the Petition Date, including any such Claim that seeks monetary damages or other relief, under any theory of law or equity whatsoever, including vicarious liability, *respondeat superior*, conspiracy, fraud, including fraud in the inducement, any negligence-based or employment-based theory, including negligent hiring, selection, supervision, retention or misrepresentation, any other theory based on misrepresentation, concealment, or unfair practice, public or private nuisance, or any other theory, including any theory based on public policy or any act or failure to act by a Protected Party or any other Person for whom any Protected Party is alleged to be responsible.

Id. art. I.A.18.

23. And, pursuant to the Proposed Plan, a “Future Abuse Claim” includes:

any Direct Abuse Claim against any Protected Party that is attributable to, arises from, is based upon, relates to, or results from, in whole or in part, directly, indirectly, or derivatively, Abuse that occurred prior to the Petition Date but which, as of the date immediately preceding the Petition Date, was held by a Person who, as of such date,

(a) had not attained eighteen (18) years of age, or

(b) was not aware of such Direct Abuse Claim as a result of “repressed memory,” to the extent the concept of repressed memory is recognized by the highest appellate court of the state or territory where the claim arose.

Id. art. I.A.106.

24. The Proposed Plan and Disclosure Statement do not purport to inform holders of Abuse Claims how much they will receive on account of those claims. That is because the Debtors have no idea. The lion’s share of the proposed trust will comprise rights against the

Debtors' insurance carriers; those carriers, to date, have refused to acknowledge their coverage obligations.⁹

25. Meanwhile, the parties' mediation efforts have foundered. The parties fundamentally disagree as to the scope and value of the sexual abuse claims, and by extension the size of the trust necessary to compensate survivors. Without common ground on those basic issues, it is simply impossible to make headway toward a confirmable plan.

RELIEF REQUESTED

26. By this Motion, the Movants request entry of the Proposed Order (i) authorizing estimation of the Debtors' aggregate liability for current and future Abuse Claims, pursuant to section 502(c) of the Bankruptcy Code, in the manner described below; and (ii) establishing the procedures and schedule for those estimation proceedings.

BASIS FOR RELIEF

I. Under The Circumstances Of These Chapter 11 Cases, Estimating The Value Of Sexual Abuse Claims Is Mandatory Under 11 U.S.C. § 502(c)

27. Estimation is mandatory here. Section 502(c) of the Bankruptcy Code provides that the court “*shall*” estimate “any contingent or unliquidated” claims against a debtor if the “fixing or liquidation” thereof “would unduly delay the administration of the case.” 11 U.S.C. § 502(c) (emphasis added); *see A.H. Robins Co. v. Piccinin*, 788 F.2d 994, 1011-12 (4th Cir. 1986) (noting that the “duty of estimation . . . is not a permissive one” where liquidation would unduly delay reorganization); *In re A & B Assocs., L.P.*, No. 17-40185-EJC, 2019 WL 1470892, at *35 (Bankr. S.D. Ga. Mar. 29, 2019) (“[N]umerous bankruptcy courts have held that [e]stimation pursuant to Bankruptcy Code section 502(c) is mandatory where adjudication of the

⁹ In contrast, the Debtors have offered estimates and specific procedures for the payment of virtually every other class of creditors—including the Debtors' current and former executives, to whom the Debtors propose to pay millions of dollars. The Proposed Plan additionally contemplates paying all other non-priority, unsecured creditors in full or nearly in full. Dkt. No. 2294.

claim would unduly delay the administration of the bankruptcy case.” (quotation marks omitted)); *In re G-I Holdings, Inc.*, 323 B.R. 583, 599 (Bankr. D.N.J. 2005) (“[The estimation provision] of the Bankruptcy Code is drafted in mandatory terms. That is, any contingent or unliquidated claim ‘shall’ be estimated so long as the [fixing or liquidation] of the particular claim would ‘unduly delay the administration of the case.’” (citing 11 U.S.C. § 502(c)).

28. That standard is plainly satisfied here. As of this filing, approximately 84,000 unique sexual abuse proofs of claim have been submitted against the Debtors, all or virtually all of which are unliquidated. It could take decades to reduce these claims to judgment in the tort system. This “very real assessment of the enormity of litigation facing” the Debtors “would undoubtedly cause undue delay in the administration of the bankruptcy case and could possibly be the death knell” of a confirmable plan. *See In re G-I Holdings*, 323 B.R.at 599-600; *see also In re John Q. Hammons Fall 2006, LLC*, No. 16-21142, 2017 WL 4638439, at *4 (liquidating “hundreds of claims” would cause undue delay); *In re Interco Inc.*, 137 B.R. 993, 998 (Bankr. E.D. Mo. 1992) (liquidation that would take about three to four years would cause undue delay); *In re MacDonald*, 128 B.R. 161, 165 n.6 (Bankr. W.D. Tex. 1991) (liquidation that would take about two years would cause undue delay).

29. In fact, for most of these claims, litigation has not even commenced. Of the relatively few claims presently being litigated, most are stayed in their earliest stages. *See In re Nova Real Estate Inv. Tr.*, 23 B.R. 62, 65 (Bankr. E.D. Va. 1982) (where no trial was yet scheduled in the non-bankruptcy forum, delay would be “undue”); *cf. In re Apex Oil Co.*, 107 B.R. 189, 193 (Bankr. E.D. Mo. 1989) (finding no undue delay in part because “a final disposition” on the underlying claims was “imminent”). To liquidate all these claims would require fact-intensive discovery regarding the circumstances of the underlying abuse, statute-of-

limitations issues, and others. And this is to say nothing of the *additional* round of litigation that may be necessary to establish the value and viability of the underlying claims in order to determine the insurers' contractual liability. *See In re Lane*, 68 B.R. 609, 611 (Bankr. D. Haw. 1986) (recognizing that post-trial proceedings also contribute to undue delay).

30. Importantly, because the Abuse Claims collectively represent “the Debtor’s principal creditor”—*i.e.*, sexual abuse survivors—it is “beyond dispute that the resolution of [these] claim[s] ‘is a critical juncture for the administration’ of the Debtor[s’] case[s].” *In re A & B Assocs.*, 2019 WL 1470892, at *36 (quoting *In re John Q. Hammons*, 2017 WL 4638439, at *4). History tells us that, without clarity on the value of these tens of thousands of unliquidated claims, the parties cannot possibly achieve common ground on a confirmable plan. That informational vacuum threatens a delay that “could be fatal to moving these Chapter 11 cases from the theoretical to the working reorganization they propose to be.” *Id.*

31. Even if the parties could agree upon the terms of a confirmable plan without estimation, this Court would be unable to confirm any such plan in these cases without first knowing the value of the Abuse Claims. *See, e.g., In re Rhead*, 179 B.R. 169, 172-73 (Bankr. D. Ariz. 1995) (where a plan is pending and depends on resolution of an unliquidated claim, proceedings other than estimation would cause undue delay); *In re Lane*, 68 B.R. at 611 (“No plan of reorganization can be confirmed so long as [a] claim remains unliquidated and not estimated.”). Take the Debtors’ Proposed Plan in particular: it contemplates that Abuse Claims will be channeled to a trust and processed, liquidated, and paid under a TDP (or certain of these claims may also, through a confirmed plan, be released into the tort system for adjudication as permitted by the TDP). *See Proposed Plan art. IV.* But what is the value of the assets (including insurance rights) that will go into the trust? And, more importantly, will those assets be

sufficient to satisfy the Abuse Claims? Those questions cannot be answered without first estimating the aggregate value of the Abuse Claims. Also, without the answers to such questions, the Disclosure Statement cannot satisfy the “adequate information” standard required for approval pursuant to section 1125(b) of the Bankruptcy Code. *See* Disclosure Statement at 11-12 (citing *Krystal Cadillac-Oldsmobile GMC Truck, Inc. v. General Motors Corp.*, 337 F.3d 314, 321 (3d Cir. 2003) (“[A] party seeking chapter 11 bankruptcy protection has an affirmative duty to provide creditors with a disclosure statement containing adequate information to enable a creditor to make an informed judgment about the Plan.” (quotation marks omitted)); *see also Century Glove, Inc. v. First Am. Bank of N.Y.*, 860 F.2d 94, 100 (3d Cir. 1988) (stating that section 1125 “seeks to guarantee a minimum amount of information to the creditor asked for its vote”); *Cohen v. TIC Fin. Sys. (In re Ampace Corp.)*, 279 B.R. 145, 157 n.26 (Bankr. D. Del. 2002) (“Section 1125 governs the contents of a disclosure statement and provides that acceptance or rejection of a plan may not be solicited until each holder of a claim or interest receives the plan or a summary thereof, ‘and a written disclosure statement approved, after notice and a hearing, by the court as containing adequate information.’”); *In re Zenith Elecs. Corp.*, 241 B.R. 92, 98 (Bankr. D. Del. 1999) (stating that a disclosure statement “need only contain adequate information for those entitled to vote”); *In re Civitella*, 14 B.R. 151, 152 (Bankr. E.D. Pa. 1981) (“The disclosure statement must contain adequate information in order for it to be approved by the Court.”).

32. Estimation of the Abuse Claims is also critical to determining whether the Proposed Plan (or any other plan) satisfies the Bankruptcy Code’s confirmation requirements. 11 U.S.C. § 1129(a)(7), (a)(11), (b)(1); *see, e.g., In re Roman Catholic Archbishop of Portland in Or.*, 339 B.R. at 223 (“Requiring debtor to wait until all claims were liquidated to obtain a

determination of these types of confirmation issues would be an undue delay.”); *In re Rhead*, 179 B.R. at 172-73 (“undue delay” standard met where court had to determine whether plan was acceptable to claimants and otherwise satisfied Section 1129); *In re Interco Inc.*, 137 B.R. at 998 (granting estimation because it “would be difficult for this Court to determine the feasibility of a plan until the allowed amount of the [creditor’s] claim is determined”).

33. For example, estimation will allow the Court to evaluate whether the plan is fair and equitable with respect to the treatment of Abuse Claims as compared to other general unsecured claims. *Accord In re Armstrong World Indus., Inc.*, 348 B.R. 111, 124 (D. Del. 2006) (using estimation to determine whether a plan favored one class of unsecured creditors over another); *In re Rhead*, 179 B.R. at 172-73 (estimation warranted where court had to determine whether plan was acceptable to claimants and otherwise satisfied Section 1129); *In re Interco*, 137 B.R. at 998 (estimation warranted because it “would be difficult for this Court to determine the feasibility of a plan until the allowed amount of the [creditor’s] claim is determined”).

34. Further, because the Debtors are proposing a plan that includes involuntary third-party releases and purports to bind abuse survivors (including future claimants),¹⁰ the Court will be required at plan confirmation to consider whether the Debtors’ plan provides for the payment of all or substantially all of the Abuse Claims. *See In re Millennium Lab Holdings II, LLC*, 575 B.R. 252, 272 (Bankr. D. Del. 2017). The Court cannot possibly make that judgment without knowing the value of Abuse Claims, as well as the responsibility of any third parties seeking a release from them. *See, e.g., In re Eagle-Picher Indus., Inc.*, 189 B.R. 681, 682 (Bankr. S.D. Ohio 1995), *as amended* (Dec. 14, 1995) (estimating “present and future asbestos-related personal injury claims in the aggregate” “so that a proper allocation of plan funding assets can be

¹⁰ *See* Proposed Plan art. III.B.8, IV.E, X.D & X.E.

made as between the unsecured creditors and the PI Trust created by the plan”). Nor could a channeling injunction of the sort proposed by the Debtors be permitted absent overwhelming support from the relevant creditors (here, the abuse survivors).¹¹ And abuse survivors cannot meaningfully evaluate (much less support) a channeling injunction when they have no way of knowing the value of the claims it purports to extinguish.

35. In addition, when a plan proposes the release of non-debtors, Bankruptcy Code section 1129(a)(7) requires the court to include the value of those released claims in its hypothetical, alternative recovery comparison. *See Mercury Capital Corp. v. Milford Conn. Assocs., L.P.*, 354 B.R. 1, 9 (D. Conn. 2006) (“[T]he best interests equation also properly mandates consideration of creditors’ comparative recoveries on non-debtor claims, to the extent the plan is treating those non-debtor claims by release.”); *see also In re Ditech Holding Corp.*, 606 B.R. 544, 614 (Bankr. S.D.N.Y. 2019) (same); *In re Washington Mutual, Inc.*, 442 B.R. 314 (Bankr. D. Del. 2011) (“[I]n a case where claims are being released under the chapter 11 plan but would be available for recovery in a chapter 7 case, the released claims must be considered as part of the analysis in deciding whether creditors fare at least as well under chapter 11 plan as they would in a chapter 7 liquidation.”); *In re Quigley*, 437 B.R. 102 (Bankr. S.D.N.Y. 2010) (same). Estimation of the BSA’s aggregate liability for Abuse Claims—using a valuation scale

¹¹ *In re Master Mortg. Inv. Fund, Inc.*, 168 B.R. 930, 934-35 (W.D. Mo. 1994) (factors for approval of channeling injunction include that the impacted class has “overwhelmingly” (over 90%) voted to accept the proposed plan treatment); *In re Metromedia Fiber Network, Inc.*, 416 F.3d 136, 142 (2d Cir. 2005) (“Nondebtor releases may also be tolerated if the affected creditors consent.”); *see also In re Millennium Lab Holdings II, LLC*, No. 18-3210, 2019 U.S. App. LEXIS 37939, at *8 (3d Cir. Dec. 19, 2019) (over 93% of pre-petition lenders had agreed to the releases in a prepetition restructuring agreement); *In re Specialty Equip. Cos.*, 3 F.3d 1043, 1045 (7th Cir. 1993) (creditors and interest holders entitled to vote “overwhelmingly” accepted the proposed plan treatment); *In re A.H. Robins Co.*, 880 F.2d 694, 698 (4th Cir. 1989) (94% of tort claimants affected by the injunction voted to accept the plan); *In re AOV Indus., Inc.*, 792 F.2d 1140, 1143 (D.C. Cir. 1986) (creditors “overwhelmingly” accepted plan with over 90% of the creditors in each class voting to accept); *In re Archdiocese of Saint Paul & Minneapolis*, 578 B.R. 823, 833 (Bankr. D. Minn. 2017) (refusing to approve third-party releases and channeling injunction based solely on overwhelming rejection of the provision by the sex abuse victims); *In re Heron, Burchette, Ruckert & Rothwell*, 148 B.R. 660, 664 (Bankr. D.D.C. 1992) (only 1 of 63 creditors and 8 of 93 partners objected to injunction); *In re Johns-Manville Corp.*, 68 B.R. 618, 621 (Bankr. S.D.N.Y. 1986) (plan overwhelmingly accepted).

by type of abuse, on a year-by-year basis, and identifying applicable local councils and chartered, sponsoring organizations—is necessary to allow for that comparative exercise.

36. Estimation also will inform the parties of key information relevant to the value of the insurance rights proposed to be contributed to the trust. In particular, a year-by-year estimation—of the sort we propose—will permit the Abuse Claim liability to be matched to the appropriate insurer(s) and policy(ies) of the BSA and/or the local councils. That is crucial here, given that the incidents of sexual abuse span many decades and implicate at least 79 different insurance carriers and nearly 500 different policies sold to BSA, and hundreds more policies sold to local councils, which have disparate terms and policy limits. Moreover, such estimation may have the prudential benefit of simultaneously resolving ancillary disputes with and among the insurers about who is liable for what. By anticipating and solving for such coverage disputes, the estimation could pretermit years of collateral, piecemeal, and potentially inconsistent litigation that would otherwise defeat the Debtors’ objective of a “streamlined[] and certain process by which [a]buse [s]urvivors may obtain compensation.” Disclosure Statement at 6; *see also In re Interco*, 137 B.R. at 998 (noting that estimation “would prevent piecemeal litigation which would seriously threaten or jeopardize a debtor’s ability to reorganize”) (quotation marks omitted)); *In re Frontier Airlines*, 137 B.R. 811, 814 (D. Colo. 1992) (affirming a bankruptcy court’s decision that a “risk of inconsistency that could result from an individualized litigation process” supported estimation); *see also In re Fed.-Mogul Glob.*, 330 B.R. at 154 (“Estimation helps the court avoid the need to await the resolution of outside lawsuits to determine issues of liability or amount owed by means of anticipating and estimating the likely outcome of these

actions.”) (quotation marks omitted); *In re Adelpia Bus. Sols., Inc.*, 341 B.R. 415, 422 (Bankr. S.D.N.Y. 2003).¹²

37. To be clear, the Movants are prepared to continue mediation discussions in good faith with the Debtors and other constituencies to try to find common ground as to the scope and value of the Abuse Claims. But there is no certainty that those discussions will bear fruit. Thus, to enable the earliest possible confirmation of a chapter 11 plan, it is crucial to begin estimation now.

II. The Court Should Approve the Proposed Estimation Schedule

38. Courts in this District and others have adopted claims estimation procedures in the course of granting estimation orders. *See, e.g., In re CMTSU Liquidation, Inc. (f/k/a CIBER, Inc.)*, Case No. 17-10772 (BLS) (Bankr. D. Del. Sep. 29, 2017) (approving claims estimation procedures); *In re VeraSun Energy Corp.*, Case No. 08-12606 (BLS) (Bankr. D. Del. Nov. 19, 2009) (approving expedited claims estimation procedures); *In re Motors Liquidation Co.*, Case No. 09-50026 (REG) (Bankr. S.D.N.Y. Dec. 15, 2010) (authorizing a schedule for estimation proceedings).

39. The Movants propose the following schedule for fact and expert discovery, motion practice, briefing, and a hearing in advance of consideration of any disclosure statement. This process is designed to avoid undue delay while ensuring a transparent process in which all parties may participate:

- a. Within 7 days after entry of the Order granting this Motion, any party in interest that wishes to submit evidence in connection with the estimation hearing shall file a Notice of Estimation Participating Party, in the form attached hereto as Exhibit B. The Movants

¹² We expect that any remaining disputes as between the Debtors and its insurers regarding coverage issues could be resolved through a declaratory judgment action, which could proceed in parallel with the estimation proceeding.

and each party that timely files the Notice of Estimation Participating Party shall be a Participating Party. Any party in interest other than the Movants that fails to timely file a Notice of Estimation Participating Party within such time period shall be barred from submitting evidence in connection with the estimation hearing, provided, however, that nothing in the Order granting this Motion shall limit or restrict the rights of any party in interest to defend or respond to discovery requests, including, without limitation, defending or objecting to the taking of depositions and responding to subpoenas, all of which are expressly reserved.

b. Any party that timely files a Notice of Estimation Participating Party shall be deemed to have assented to and shall be bound by the Order Approving Confidentiality and Protective Order (Dkt. No. 799) (the “Protective Order”) (to which each of Movants already is bound). Each party in interest that files a Notice of Estimation Participating Party shall include a statement indicating that such party has reviewed the Protective Order and agrees to comply with it in all respects.

c. Within 10 days after entry of the Order granting this Motion, the Debtors, their insurance carriers, and all local councils and chartered, sponsoring organizations that become Participating Parties shall produce to the other Participating Parties information in their possession, if any, sufficient to show all amounts paid to settle or otherwise satisfy claims alleging sexual abuse.

d. Within 14 days after entry of the Order granting this Motion, the Movants shall propose a statistically representative sample of claimants from whom they propose to take discovery, together with the bases and justifications supporting such sample size and selection. Within 7 days thereafter, the Debtors may object to that sample and/or propose their own sample. If the Movants and the Debtors cannot agree on a representative sample, which

they shall attempt to do in good faith, then the matter will be resolved—and a sample chosen—by the Court following an evidentiary hearing at which the parties' respective experts will testify and be subject to cross examination.

e. Within 56 days after entry of the Order granting this Motion, all fact discovery, including all fact depositions, shall be completed. Fact discovery shall be limited to those claimants identified on any Participating Party's notice of claimant sample.

f. Within 66 days after entry of the Order granting this Motion, each Participating Party may serve on all other Participating Parties its expert reports, along with all documents considered or relied upon by the experts authoring those reports.

g. Within 76 days after entry of the Order granting this Motion, each Participating Party may serve on all other Participating Parties its rebuttal expert reports, along with all documents considered or relied upon by the experts authoring those reports (to the extent not previously produced).

h. Within 90 days after entry of the Order granting this Motion, all expert discovery, including all expert depositions, shall be completed.

i. Within 111 days after entry of the Order granting this Motion, each Participating Party shall file its proposed estimation order, trial brief, motions in limine (if any), and motions to preclude expert testimony (if any). No dispositive motions shall be permitted.

j. The estimation hearing will commence on a date to be set by the Court.

40. Although the proposed estimation will take some time, albeit subject to the aggressive schedule proposed above, estimation is necessary here—and there is no feasible alternative. Liquidating the Abuse Claims before confirmation is infeasible. Yet, the Debtors cannot emerge from bankruptcy until they are in a position to provide adequate disclosure, prove

that their plan is fair and equitable, and obtain an affirmative vote from holders of Abuse Claims, none of which can happen until abuse survivors can determine whether they are being fairly compensated under any plan. And leaving the Abuse Claims to be liquidated post-confirmation is not tenable. Miring survivors in years of disputes with insurance carriers, intent on shirking their coverage obligations, would only delay further the justice which the survivors have long been denied.

NOTICE

41. Notice of this Motion will be provided to the following parties: (a) the Debtors; (b) the U.S. Trustee; (c) counsel to the Official Committee of Unsecured Creditors; (d) counsel to the Ad Hoc Committee of Local Councils; (e) counsel to JPMorgan Chase Bank National Association; (f) the County Commission of Fayette County (West Virginia), as issuer of those certain Commercial Development Revenue Bonds (Arrow WV Project), Series 2010A, 2010B and 2012; and (g) any other party that has requested notice pursuant to Bankruptcy Rule 2002. The Movants submit that, in light of the nature of the relief requested herein, no other or further notice need be given.

CONCLUSION

WHEREFORE, the Movants respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: March 16, 2021
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Robert S. Brady

Robert S. Brady (Bar No. 2847)
Edwin J. Harron (Bar No. 3396)
Sharon M. Zieg (Bar No. 4196)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: rbrady@ycst.com
eharron@ycst.com
szieg@ycst.com

Counsel to the Future Claimants' Representative

– and –

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

James I. Stang (CA Bar No. 94435)
Iain A.W. Nasatir (CA Bar No. 148977)
John A. Morris (NY Bar No. 2405397)
James E. O'Neill (DE Bar No. 4042)
John W. Lucas (CA Bar No. 271038)
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: jstang@pszjlaw.com
inasatir@pszjlaw.com
jmorris@pszjlaw.com
joneill@pszjlaw.com
jlucas@pszjlaw.com

Counsel for the Tort Claimants' Committee

– and –

MONZACK MERSKY AND BROWDER, P.A.

/s/ Rachel B. Mersky

Rachel B. Mersky (DE No. 2049)
1201 North Orange Street, Suite 400
Wilmington, Delaware 19801
Telephone: (302) 656-8162
Facsimile: (302) 656-2769
E-mail: rmersky@monlaw.com

– and –

BROWN RUDNICK LLP

David J. Molton, Esq.
Eric R. Goodman, Esq.
Seven Times Square
New York, NY 10036
Telephone: (212) 209-4800
Email: dmolton@brownrudnick.com
Email: egoodman@brownrudnick.com

– and –

Sunni P. Beville, Esq.
Tristan G. Axelrod, Esq.
One Financial Center
Boston, MA 02111
Telephone: (617) 856-8200
Email: sbeville@brownrudnick.com
Email: taxelrod@brownrudnick.com

– and –

ROBBINS, RUSSELL, ENGLERT, ORSECK,
UNTEREINER & SAUBER LLP

Lawrence S. Robbins*

Ariel N. Lavinbuk*

William J. Trunk*

Joshua S. Bolian*

2000 K Street NW, 4th Floor

Washington, DC 20006

Telephone: 202-775-4500

Email: lrobbins@robbinsrussell.com

alavinbuk@robbinsrussell.com

wtrunk@robbinsrussell.com

jbolian@robbinsrussell.com

* (motion to appear *pro hac vice* forthcoming)

*Counsel to the Coalition of Abused Scouts for
Justice*

Exhibit A

Proposed Order

**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)

Re: Docket No. _____

**ORDER, PURSUANT TO 11 U.S.C. §§ 105(a)
AND 502(c), (I) AUTHORIZING AN ESTIMATION OF
CURRENT AND FUTURE ABUSE CLAIMS AND (II) ESTABLISHING
PROCEDURES AND SCHEDULE FOR ESTIMATION PROCEEDINGS**

Upon the Motion,² dated March 16, 2021 (the “Motion”), of the Future Claimants’ Representative (the “FCR”), the Official Committee of Tort Claimants (the “TCC”), and the Coalition of Abused Scouts for Justice (the “Coalition”), pursuant to sections 105(a) and 502(c) of the Bankruptcy Code, for entry of an order (i) authorizing the estimation of the aggregate amounts of current and future Abuse Claims by type of abuse, by local council, by chartered sponsoring organization, and on a year-by-year basis, all as more fully described in the Motion, and (ii) establishing a schedule for an estimation proceeding before the Court; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having reviewed the Motion; the Court having held a hearing to consider the relief requested in the Motion; and this Court having determined that the legal and factual

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.

² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Motion.

bases set forth in the Motion establish just cause for the relief granted therein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. The Court will hold a hearing, under sections 105(a) and 502(c) of the Bankruptcy Code, to estimate the Debtors' aggregate liability for Abuse Claims in the manner and for the purposes set forth in the Motion (the "Estimation Hearing").
3. The following deadlines and procedures shall govern the estimation proceeding:
 - a. Within 7 days after entry of the Order granting this Motion, any party in interest that wishes to submit evidence in connection with the estimation hearing shall file a Notice of Estimation Participating Party, in the form attached hereto as Exhibit B. The Movants and each party that timely files the Notice of Estimation Participating Party shall be a Participating Party. Any party in interest other than the Movants that fails to timely file a Notice of Estimation Participating Party within such time period shall be barred from submitting evidence in connection with the estimation hearing, provided, however, that nothing in the Order granting this Motion shall limit or restrict the rights of any party in interest to defend or respond to discovery requests, including, without limitation, defending or objecting to the taking of depositions and responding to subpoenas, all of which are expressly reserved.
 - b. Any party that timely files a Notice of Estimation Participating Party shall be deemed to have assented to and shall be bound by the Order Approving Confidentiality and Protective Order (Dkt. No. 799) (the "Protective Order").

Each party in interest that files a Notice of Estimation Participating Party shall include a statement indicating that such party has reviewed the Protective Order and agrees to comply with it in all respects.

- c. Within 10 days after entry of the Order granting this Motion, the Debtors, their insurance carriers, and all local councils and chartered, sponsoring organizations that become Participating Parties shall produce to the other Participating Parties information in their possession, if any, sufficient to show all amounts paid to settle or otherwise satisfy claims alleging sexual abuse.
- d. Within 14 days after entry of the Order granting this Motion, the Movants shall propose a statistically representative sample of claimants from whom they propose to take discovery, together with the bases and justifications supporting such sample size and selection. Within 7 days thereafter, the Debtors may object to that sample and/or propose their own sample. If the Movants and the Debtors cannot agree on a representative sample, which they shall attempt to do in good faith, then the matter will be resolved—and a sample chosen—by the Court following an evidentiary hearing at which the parties' respective experts will testify and be subject to cross examination.
- e. Within 56 days after entry of the Order granting this Motion, all fact discovery, including all fact depositions, shall be completed. Fact discovery shall be limited to those claimants identified on any Participating Party's notice of claimant sample.

- f. Within 66 days after entry of the Order granting this Motion, each Participating Party may serve on all other Participating Parties its expert reports, along with all documents considered or relied upon by the experts authoring those reports.
 - g. Within 76 days after entry of the Order granting this Motion, each Participating Party may serve on all other Participating Parties its rebuttal expert reports, along with all documents considered or relied upon by the experts authoring those reports (to the extent not previously produced).
 - h. Within 90 days after entry of the Order granting this Motion, all expert discovery, including all expert depositions, shall be completed.
 - i. Within 111 days after entry of the Order granting this Motion, each Participating Party shall file its proposed estimation order, trial brief, motions in limine (if any), and motions to preclude expert testimony (if any). No dispositive motions shall be permitted.
 - j. The Estimation Hearing will commence on _____, 2021.
4. The deadlines set forth above may be modified by an order of the Court upon a showing of good cause or, except as to the date on which the Estimation Hearing will commence, by agreement of the Participating Parties.
5. This Court shall retain jurisdiction to resolve any disputes arising from or related to this Order, and to interpret, implement and enforce the provisions of this Order.

Exhibit B

Notice of Estimation Participating Party

**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)

NOTICE OF ESTIMATION PARTICIPATING PARTY

By this Notice of Estimation Participating Party (the “Notice of Estimation”) _____ (the “Participating Party”) elects to participate in the estimation proceedings to estimate the aggregate amount of current and future Abuse Claims as provided by the Scheduling Order (defined below) pursuant to section 502(c) of title 11 of the United States Code.

By submitting this Notice of Estimation, the Participating Party (1) represents that it believes in good faith that it is a party in interest under section 1109(b) of the Bankruptcy Code in the Debtors’ bankruptcy cases and has standing to be heard in connection with the estimation proceedings; (2) agrees to participate in the Estimation Proceedings; (3) agrees to comply with all of the deadlines set forth in the Order, Pursuant to 11 U.S.C. §§ 105(a) and 502(c), (I) Authorizing an Estimation of Current and Future Abuse Claims and (II) Establishing Procedures and Schedule for Estimation Proceedings [Docket No. ____] (the “Scheduling Order”), and any modifications thereto agreed to by the parties and/or ordered by the Court; (4) acknowledges and agrees to be bound by the Protective Order [Bankr. Docket No. 799] entered in the above-captioned cases by the Bankruptcy Court and/or any similar Protective Order entered by this Court in connection with the estimation proceedings; and (5) agrees to have any discovery disputes arising from the Scheduling Order resolved by an emergency hearing before the Court pursuant to the Local Rules.

Dated: _____

Participating Party

Address:
Phone Number:
Email Address:

Attorney for Participating Party (if any)

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.

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

FUTURE CLAIMANTS' REPRESENTATIVE, et al.,

Petitioners,

v.

BOY SCOUTS OF AMERICA, et al.,

Respondents.

Civil Action No. 21-00392-RGA

CERTIFICATE OF SERVICE

I, James E. O'Neill, hereby certify that on the 22nd day of April, 2021, I caused a copy of the following document(s) to be served on the individual(s) on the attached service list(s) in the manner indicated:

Reply Brief of the Future Claimants' Representative, the Official Committee of Tort Claimants, and the Coalition of Abused Scouts for Justice in Support of Their Motion to Withdraw the Reference of Proceedings Involving the Estimation of Personal Injury Claims

/s/ James E. O'Neill

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

Boy Scouts of America and
Delaware BSA, LLC
2002 Service List EMAIL AND FCM
Case No. 20-10343 (LSS)
Document No. 230362.1
007 – First Class Mail
239 – Emails

(Counsel to Tort Claimants Committee)

James I. Stang, Esq.
Robert B. Orgel, Esq.
James O’Neill, Esq.
John W. Lucas, Esq.
John A. Morris, Esq.
Linda Cantor, Esq.
Kenneth Brown, Esq.
Ilan Scharf, Esq.
Pachulski Stang Ziehl & Jones LLP
919 North Market Street, 17th Floor
Wilmington, DE 19801
Email: jstang@pszjlaw.com;
jo’neill@pszjlaw.com; rorgel@pszjlaw.com;
jlucas@pszjlaw.com; jmorris@pszjlaw.com;
lcantor@pszjlaw.com;
kbrown@pszjlaw.com; ischarf@pszjlaw.com

FIRST CLASS MAIL

The County Commission of Fayette County
Attn: President
P.O. Box 307
Fayetteville, WV 25840

FIRST CLASS MAIL

Internal Revenue Service
Centralized Insolvency Operation
P.O. Box 7346
Philadelphia, PA 19101-7346

FIRST CLASS MAIL

United States Dept. of Justice
950 Pennsylvania Ave, NW
Room 2242
Washington, DC 20530-0001

FIRST CLASS MAIL

John A. Vos
1430 Lincoln Avenue
San Rafael, CA 94901

FIRST CLASS MAIL

JPMorgan Chase Bank, NA
Phil Martin
10 S Dearborn Street
Mail Code II1-1415
Chicago, IL 60603

FIRST CLASS MAIL

(Counsel to Boy Scouts of America San
Diego – Imperial Council; Three Harbors
Council Inc. Boy Scouts of America)
Richard J. Bernard, Esq.
Foley & Lardner LLP
90 Park Avenue
New York, NY 10016

FIRST CLASS MAIL

William Russell Hill (#875698)
Florida State Prison
P.O. Box 800
Raiford, FL 32083-0800

EMAIL

(Counsel to Certain Claimants)
Tad Thomas, Esq.
Louis C. Schneider, Esq.
Thomas Law Office, PLLC
9418 Norton Commons Blvd, Suite 200
Louisville, KY 40059
Email: tad@thomaslawoffices.com;
lou.schneider@thomaslawoffices.com

EMAIL

Pension Benefit Guaranty Corp
Patricia Kelly, CFO
Cassandra Burton
Craig Fessenden
1200 K Street NW
Washington, DC 20005
Email: kelly.patricia@pbgc.gov;
burton.cassandra@pbgc.gov;
fessenden.craig@pbgc.gov

EMAIL

(Counsel to the Debtors)
Derek C. Abbott, Esq.
Joseph Charles Barsalona II, Esq.
Andrew R. Remming, Esq.
Eric Moats, Esq.
Paige Noelle Topper, Esq.
Morris, Nichols, Arsht & Tunnell
1201 N. Market Street
Wilmington, DE 19899
Email: dabbott@mnat.com;
jbarsalona@mnat.com;
aremming@mnat.com;
emoats@mnat.com;
ptopper@mnat.com

EMAIL

(Counsel to the Debtors)
Thomas A. Labuda, Esq.
Karim Basaria, Esq.
Sidley Austin
One South Dearborn Street
Chicago, IL 60603
Email: tlabuda@sidley.com;
kbasaria@sidley.com

EMAIL

(Counsel to Sequoia Council of Boy Scouts,
Inc.)
Jan T. Perkins, Esq.
Baker Manock & Jensen, PC
5260 N Palm Ave, Suite 421
Fresno, CA 93704
Email: jperkins@bakermanock.com

EMAIL

(Counsel to National Surety Corporation)
Todd C. Jacobs, Esq.
John E. Bucheit, Esq.
Bradley Riley Jacobs PC
500 W. Madison Street, Suite 1000
Chicago, IL 60661
Email: tjacobs@bradleyriley.com;
jbucheit@bradleyriley.com

EMAIL

(Counsel to Chickasaw Council, Boy Scouts
of America)
Daniel W. Van Horn, Esq.
Butler Snow LLP
P.O. Box 171443
Memphis, TN 38187-1443
Email: danny.vanhorn@butlersnow.com

EMAIL

(Counsel to Chickasaw Council, Boy Scouts
of America)
Jason P. Hood, Esq.
Davies Hood PLLC
22 N. Front Street, Suite 620
Memphis, TN 38103-2100
Email: jason.hood@davieshood.com

EMAIL

(Counsel to Girl Scouts of the United States
of America)
Eric Lopez Schnabel, Esq.
Alessandra Glorioso, Esq.
Dorsey & Whitney LLP
300 Delaware Ave, Suite 1010
Wilmington, DE 19801
Email: schnabel.eric@dorsey.com;
glorioso.alessandra@dorsey.com

EMAIL

(Counsel to Girl Scouts of the United States of America)
Bruce R Ewing, Esq.
Dorsey & Whitney LLP
51 W 52nd Street
New York, NY 10019
Email: ewing.bruce@dorsey.com

EMAIL

(Counsel to Old Republic Insurance Company)
Margaret M. Anderson, Esq.
Fox Swibel Levin & Carroll LLP
200 W Madison Street, Suite 3000
Chicago, IL 60606
Email: panderson@foxswibel.com

EMAIL

(Counsel to Certain Claimants, Joseph Kaminski and Other Claimants, Claimant J.M.; Certain Claimants S. H. (SA Claim No. 21108), R. W. (SA Claim No 70996), R. B. (SA Claim No 24629))
Raeann Warner, Esq.
Thomas Crumplar, Esq.
Jacobs & Crumplar, P.A.
750 Shipyard Drive, Suite 200
Wilmington, DE 19801
Email: raeann@jcdelaw.com;
tom@jcdelaw.com

EMAIL

(Counsel to Certain Claimants, Joseph Kaminski and Other Claimants, Claimant J.M.; Certain Claimants S. H. (SA Claim No. 21108), R. W. (SA Claim No 70996), R. B. (SA Claim No 24629))
Thomas S. Neuberger, Esq.
Stephen J. Neuberger, Esq.
The Neuberger Firm
17 Harlech Drive
Wilmington, DE 19807
Email: tsn@neubergerlaw.com
sjn@neubergerlaw.com

EMAIL

(Counsel to JPMorgan Chase Bank, NA)
Louis R. Strubeck, Jr., Esq.
Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, NY 10019-6022
Email:
louis.strubeck@nortonrosefulbright.com

EMAIL

(Counsel to The Church of Jesus Christ of Latter-day Saints)
Jeffrey E Bjork, Esq.
Kimberly A Posin, Esq.
Nicholas J Messana, Esq.
Latham & Watkins LLP
355 S Grand Ave, Suite 100
Los Angeles, CA 90071-1560
Email: jeff.bjork@lw.com;
kim.posin@lw.com;
nicholas.messana@lw.com

EMAIL

(Counsel to The Church of Jesus Christ of Latter-day Saints)
Adam J Goldberg, Esq.
Latham & Watkins LLP
885 3rd Ave
New York, NY 10022-4834
Email: adam.goldberg@lw.com

EMAIL

(Counsel to Houston Liens, Montgomery County, Harris County, Orange County, Cleveland ISD, Fort Bend County)
John P. Dillman, Esq.
Linebarger Goggan Blair & Sampson, LLP
P.O. Box 3064
Houston, TX 77253-3064
Email:
houston_bankruptcy@publicans.com

EMAIL

(Counsel to Dallas County)
Elizabeth Weller, Esq.
Linebarger Goggan Blair & Sampson, LLP
2777 N. Stemmons Freeway, Suite 1000
Dallas, TX 75207
Email: dallas.bankruptcy@publicans.com

EMAIL

(Counsel to Sun Life Assurance Company of Canada)
Paul W Carey, Esq.
Mirick, O'Connell, DeMallie & Lougee, LLP
100 Front Street
Worcester, MA 01608
Email: pcarey@mirickoconnell.com

EMAIL

(Counsel to Sun Life Assurance Company of Canada)
Kate P Foley, Esq.
Mirick, O'Connell, DeMallie & Lougee, LLP
1800 W Park Drive, Suite 400
Westborough, MA 01581
Email: kfoley@mirickoconnell.com

EMAIL

(Counsel to JPMorgan Chase Bank, NA)
Louis Strubeck, Esq.
Kristian Gluck, Esq.
Ryan Manns, Esq.
Norton Rose Fulbright US LLP
2200 Ross Ave, Suite 3600
Dallas, TX 75201-7932
Email:
louis.strubeck@nortonrosefulbright.com;
kristian.gluck@nortonrosefulbright.com;
ryan.manns@nortonrosefulbright.com

EMAIL

Office of the U.S. Trustee
David L. Buchbinder, Esq.
Hannah Mufson McCollum, Esq.
844 King Street, Suite 2207
Lockbox 35
Wilmington, DE 19801
Email: david.l.buchbinder@usdoj.gov;
hannah.mccollum@usdoj.gov

EMAIL

(Counsel to National Surety Corporation and Allianz Global Risks US Insurance Company)
David M. Fournier, Esq.
Marcy J. McLaughlin Smith, Esq.
Troutman Pepper Hamilton Sanders LLP
1313 Market Street, Suite 5100
P.O. Box 1709
Wilmington, DE 19899-1709
Email: david.fournier@troutman.com;
marcy.smith@troutman.com

EMAIL

(Counsel to The Church of Jesus Christ of Latter-day Saints)
Michael Merchant, Esq.
Brett Haywood, Esq.
Richards, Layton & Finger, PA
One Rodney Square
920 N King Street
Wilmington, DE 19801
Email: merchant@rlf.com;
haywood@rlf.com

EMAIL

Sequoia Counsel of Boy Scouts, Inc.
Michael Marchese
6005 N Tamera Ave
Fresno, CA 93711
Email: michael.marchese@scouting.org

EMAIL

(Counsel to Twin City Fire Insurance Company, First State Insurance Company, Hartford Accident and Indemnity Company)
Eric S. Goldstein, Esq.
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
Email: egoldstein@goodwin.com;
bankruptcy@goodwin.com;
bankruptcy paralegal@goodwin.com

EMAIL

Synchrony Bank
c/o PRA Receivables Management, LLC
Valerie Smith
PO Box 41021
Norfolk, VA 23541
Email: claims@recoverycorp.com

EMAIL

(Counsel to The County Commission Of Fayette County)
John Stump, Esq.
Steptoe & Johnson PLLC
Chase Tower - Eighth Floor
707 Virginia Street E.
Charleston, WV 25301
Email: john.stump@steptoe-johnson.com

EMAIL

(Counsel to National Surety Corporation and Allianz Global Risks US Insurance Company)
Harris B. Winsberg, Esq.
Matthew G. Roberts, Esq.
Troutman Pepper Hamilton Sanders LLP
600 Peachtree Street NE, Suite 3000
Atlanta, GA 30308
Email: harris.winsberg@troutman.com;
matthew.roberts2@troutman.com

EMAIL

US Attorney for Delaware
David C. Weiss, Esq.
Hercules Building
1313 N. Market Street, Suite 400
Wilmington, DE 19801
Email: usade.ecfbankruptcy@usdoj.gov

EMAIL

(Counsel to Ad Hoc Committee of Local Councils of the Boy Scouts of America)
Richard Mason, Esq.
Douglas Mayer, Esq.
Joseph C. Celentino, Esq.
Wachtell, Lipton, Rosen & Katz
51 W 52nd Street
New York, NY 10019
Email: rgmason@wlrk.com;
dkmayer@wlrk.com;
jccelentino@wlrk.com

EMAIL

(Counsel to Sequoia Council of Boy Scouts, Inc.)
Riley C. Walter, Esq.
Wanger Jones Helsley, PC.
265 E River Park Circle, Suite 310
Fresno, CA 93720
Email: rwalter@wjhattorneys.com

EMAIL

(Counsel to JPMorgan Chase Bank, NA)
Matthew Ward, Esq.
Morgan Patterson, Esq.
Womble Bond Dickinson (US) LLP
1313 N Market Street, Suite 1200
Wilmington, DE 19801
Email: matthew.ward@wbd-us.com;
morgan.patterson@wbd-us.com

EMAIL

James L. Patton, Jr., Esq.
Robert Brady, Esq.
Edwin Harron, Esq.
Young Conaway Stargatt & Taylor
Rodney Square
1000 N King Street
Wilmington, DE 19801
Email: jpatton@ycst.com;
rbrady@ycst.com;
eharron@ycst.com

EMAIL

(Counsel to Boy Scouts of America San Diego – Imperial Council; Three Harbors Council Inc. Boy Scouts of America)
Victor Vilaplana, Esq.
Foley & Lardner LLP
3579 Valley Centre Drive, Suite 300
San Diego, CA 92130
Email: vavilaplana@foley.com

EMAIL

Steven A. Ginther, Esq.
Missouri Department of Revenue
Bankruptcy Unit
General Counsel's Office
301 W. High Street, Room 670
PO Box 475
Jefferson, City, MO 65105-0475
Email: deecf@dor.mo.gov

EMAIL

(Counsel to Chief Seattle Council, Boy Scouts of America)
Bruce W. Leaverton, Esq.
Karr Tuttle Campbell, P.S.
701 Fifth Avenue, Suite 3300
Seattle, WA 98104
Email: bleaverton@karrtuttle.com

EMAIL

(Counsel to Marco Romero, Jr. and Audrey Romero)
Patrick A. Jackson, Esq.
Faegre Drinker Biddle & Reath LLP
222 Delaware Avenue, Suite 1410
Wilmington, DE 19801-1621
Email: patrick.jackson@faegredrinker.com

EMAIL

Deb Secrest
Commonwealth of Pennsylvania
Department of Labor and Industry
Collections Support Unit
651 Boas Street, Room 925
Harrisburg, PA 17121
Email: ra-li-uacts-bankrupt@state.pa.us

EMAIL

(Counsel to Pearson Education, Inc.; NCS Pearson, Inc.)
Jeffrey R. Waxman, Esq.
Eric J. Monzo, Esq.
Morris James LLP
500 Delaware Ave, Suite 1500
Wilmington, DE 19801
Email: jwaxman@morrisjames.com;
emonzo@morrisjames.com

EMAIL

(Counsel to Pearson Education, Inc.; NCS Pearson, Inc.)
Angela Z. Miller, Esq.
Phillips Lytle LLP
One Canalside
125 Main Street
Buffalo, NY 14203
Email: amiller@phillipslytle.com

EMAIL

(Counsel to Waste Management; and Coalition of Abused Scouts for Justice)
Rachel B. Mersky, Esq.
Monzack Mersky Browder and Hochman, P.A
1201 N. Orange Street, Suite 400
Wilmington, DE 19801
Email: rmersky@monlaw.com

EMAIL

(Counsel to Twin City Fire Insurance Company, First State Insurance Company, Hartford Accident and Indemnity Company)
James P. Ruggeri, Esq.
Joshua D. Weinberg, Esq.
Abigail W. Williams, Esq.
Shipman & Goodwin LLP
1875 K Street, NW, Suite 600
Washington, DC 20006-1251
Email: jruggeri@goodwin.com;
jweinberg@goodwin.com;
awilliams@goodwin.com;
bankruptcy@goodwin.com;
bankruptcyparalegal@goodwin.com

EMAIL

(Counsel to The County of Anderson Texas; The County of Denton, Texas; Harrison Central Appraisal District; The County of Harrison, Texas; The County of Henderson, Texas; Midland Central Appraisal District; The County of Milam, Texas; Terry County Appraisal District; The County of Williamson, Texas)
Tara LeDay, Esq.
McCreary, Veselka, Bragg & Allen, P.C.
PO Box 1269
Round Rock, TX 78680
Email: tleday@mvalaw.com

EMAIL

(Counsel to National Union Fire Insurance Company of Pittsburgh, PA; Lexington Insurance Company; Landmark Insurance Company; The Insurance Company of the State of Pennsylvania)
Deirdre M. Richards, Esq.
Fineman Krekstein & Harris P.C.
1300 N. King Street
Wilmington, DE 19801
Email: drichards@finemanlawfirm.com

EMAIL

(Counsel to National Union Fire Insurance Company of Pittsburgh, PA; Lexington Insurance Company; Landmark Insurance Company; The Insurance Company of the State of Pennsylvania)
Susan N.K. Gummow, Esq.
Foran Glennon Palandech Ponzi & Rudloff, P.C.
222 N. LaSalle Street, Suite 1400
Chicago, IL 60614
Email: sgummow@fgppr.com

EMAIL

(Counsel to Columbia Casualty Company; The Continental Insurance Company as successor in interest to certain policies issued by Harbor Insurance Company; The Continental Insurance Company successor by merger to Niagara Fire Insurance; The Continental Insurance Company)
Craig Goldblatt, Esq.
Wilmer Cutler Pickering Hale and Dorr LLP
1875 Pennsylvania Avenue, NW
Washington, DC 20006
Email: craig.goldblatt@wilmerhale.com

EMAIL

(Counsel to East Carolina Council BSA, Inc.)

Paul A. Fanning, Esq.
Ward and Smith, P.A.
PO Box 8088
Greenville, NC 27835-8088
Email: paf@wardandsmith.com

EMAIL

(Counsel to Jack Doe, creditor and defendant)

Bradley L. Rice, Esq.
Nagel and Rice LLP
103 Eisenhower Parkway
Roseland, NJ 07068
Email: brice@nagelrice.com

EMAIL

(Counsel to Jane Doe)

Mark L. Desgrosseilliers, Esq.
Chipman, Brown, Cicero & Cole, LLP
Hercules Plaza
1313 North Market Street, Suite 5400
Wilmington, DE 19801
Email: desgross@chipmanbrown.com

EMAIL

(Counsel to Jane Doe)

Cindy L. Robinson, Esq.
Doug Mahoney, Esq.
Tremont Sheldon Robinson Mahoney P.C.
64 Lyon Terrace
Bridgeport, CT 06604
Email: crobinson@tremontsheldon.com;
dmahoney@tremontsheldon.com

EMAIL

(Counsel to the Official Committee of Unsecured Creditors)

Thomas Moers Mayer, Esq.
Rachael Ringer, Esq.
David E. Blabey, Jr., Esq.
Jennifer R. Sharret, Esq.
Megan M. Wasson, Esq.
Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, NY 10036
Email: tmayer@kramerlevin.com;
rringer@kramerlevin.com;
dblabe@kramerlevin.com;
jsharret@kramerlevin.com;
mwasson@kramerlevin.com

EMAIL

(Counsel to the Official Committee of Unsecured Creditors)

Kurt F. Gwynne, Esq.
Katelin A Morales, Esq.
Reed Smith LLP
1201 N. Market Street, Suite 1500
Wilmington, DE 19801
Email: kgwynne@reedsmith.com;
kmorales@reedsmith.com

EMAIL

(Counsel to R.L. and C.L., his wife (Plaintiffs in State Court action pending in the Superior Court of New Jersey, Essex County, Docket No. ESX-L-63-20))

Joseph H. Lemkin, Esq.
Stark & Stark, P.C.
PO Box 5315
Princeton, NJ 08543
Email: jlemkin@stark-stark.com

EMAIL

(Counsel to Claimant, J.M.; Certain Claimants S. H. (SA Claim No. 21108), R. W. (SA Claim No 70996), R. B. (SA Claim No 24629))
Gerald D. Jowers, Jr., Esq.
Janet, Janet & Scuggs, LLC
500 Taylor Street, Suite 301
Columbia, SC 29201
Email: gjowers@jjsjustice.com

EMAIL

(Counsel to The Roman Catholic Diocese of Brooklyn, New York)
Patrick A. Jackson, Esq.
Kaitlin W. MacKenzie, Esq.
Faegre Drinker Biddle & Reath LLP
222 Delaware Ave., Suite 1410
Wilmington, DE 19801-1621
Email:
patrick.jackson@faegredrinker.com;
kaitlin.mackenzie@faegredrinker.com

EMAIL

(Counsel to The Roman Catholic Diocese of Brooklyn, New York)
Michael P. Pompeo, Esq.
Faegre Drinker Biddle & Reath LLP
1177 Avenue of the Americas, 41st Floor
New York, NY 10036-2714
Email:
michael.pompeo@faegredrinker.com

EMAIL

(Counsel to Jane Doe)
Mark L. Desgrosseilliers, Esq.
Chipman, Brown, Cicero & Cole, LLP
Hercules Plaza
1313 North Market Street, Suite 5400
Wilmington, DE 19801
Email: desgross@chipmanbrown.com

EMAIL

(Counsel to Jane Doe)
Cindy L. Robinson, Esq.
Doug Mahoney, Esq.
Tremont Sheldon Robinson Mahoney P.C.
64 Lyon Terrace
Bridgeport, CT 06604
Email: c Robinson@tremontsheldon.com;
dmahoney@tremontsheldon.com

EMAIL

(Counsel to Various Tort Claimants)
David M. Klauder, Esq.
Bielli & Klauder, LLC
1204 N. King Street
Wilmington, DE 19801
Email: dklauder@bk-legal.com

EMAIL

(Counsel to Various Tort Claimants)
Michael T. Pfau, Esq.
Jason P. Amala, Esq.
Vincent T. Nappo, Esq.
Pfau Cochran Vertetis Amala PLLC
403 Columbia Street, Suite 500
Seattle, WA 98104
Email: michael@pcvalaw.com;
jason@pcvalaw.com;
vnappo@pcvalaw.com

EMAIL

(Counsel to IRC Burnsville Crossing, L.L.C.)
Karen C. Bifferato, Esq.
Kelly M. Conlan, Esq.
Connolly Gallagher LLP
1201 N. Market Street, 20th Floor
Wilmington, DE 19801
Email: kbifferato@connollygallagher.com;
kconlan@connollygallagher.com

EMAIL

(Counsel to Del-Mar-Va Council, Inc., Boy Scouts of America)
Bill Bowden, Esq.
Ashby & Geddes, P.A.
500 Delaware Avenue, 8th Floor
P.O. Box 1150
Wilmington, DE 19899-1150
Email: wbowden@ashbygeddes.com

EMAIL

(Counsel to AmTrust North America, Inc. on behalf of Wesco Insurance Company)
Alan C. Hochheiser, Esq.
Maurice Wutscher, LLP
23611 Chagrin Blvd., Suite 207
Beachwood, OH 44122
Email: ahochheiser@mauricewutscher.com

EMAIL

(Counsel to current or future personal injury claimants represented by the law firm of Andrews & Thornton)
Anthony M. Saccullo, Esq.
Mary E. Augustine, Esq.
A.M. Saccullo Legal, LLC
27 Crimson King Drive
Bear, DE 19701
Email: ams@saccullolegal.com;
meg@saccullolegal.com

EMAIL

(Counsel to current or future personal injury claimants represented by the law firm of Andrews & Thornton)
Anne Andrews, Esq.
John C. Thornton, Esq.
Andrews & Thornton
4701 Von Karman Avenue, Suite 300
Newport Beach, CA 92660
Email: aa@andrewsthornton.com;
jct@andrewsthornton.com

EMAIL

(Counsel to Allianz Global Risks US Insurance Company)
Matthew S. Sorem, Esq.
Nicolaides Fink Thorpe Michaelides Sullivan LLP
10 S. Wacker Drive, 21st Floor
Chicago, IL 60606
Email: msorem@nicolaidesllp.com

EMAIL

(Counsel to Allianz Global Risks US Insurance Company)
Ryan S. Smethurst, Esq.
Margaret H. Warner, Esq.
McDermott Will & Emery LLP
The McDermott Building
500 North Capitol Street, NW
Washington, DC 20001-1531
Email: rsmethurst@mwe.com

EMAIL

(Counsel to Oracle America, Inc.)
Shawn M. Christianson, Esq.
Buchalter, A Professional Corporation
55 Second Street, 17th Floor
San Francisco, CA 94105-3493
Email: schristianson@buchalter.com

EMAIL

(Counsel to Robert Hernandez Hunter)
David A. Lebowitz, Esq.
Kaufman Lieb Lebowitz & Frick LLP
10 East 40th Street, Suite 3307
New York, NY 10016
Email: dlebowitz@klf-law.com

EMAIL

(Counsel to Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America and Indemnity, et al.)
Stamatios Stamoulis, Esq.
Richard C. Weinblatt, Esq.
Stamoulis & Weinblatt LLC
800 N. West Street, Suite 800
Wilmington, DE 19801
Email: stamoulis@swdelaw.com
weinblatt@swdelaw.com

EMAIL

(Counsel to Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America and Indemnity, et al.)
Tancred Schiavnoi, Esq.
Janine Panchok-Berry, Esq.
O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, NY 10036-6537
Email: tschiavoni@omm.com; jpanchok-berry@omm.com

EMAIL

(Counsel to Arrowood Indemnity Company)
Michael J. Joyce, Esq.
The Law Offices of Joyce, LLC
1225 King St., Suite 800
Wilmington, DE 19801
Email: mjoyce@mjlawoffices.com

EMAIL

(Counsel to Arrowood Indemnity Company)
Britton C. Lewis, Esq.
Carruthers & Roth, P.A.
235 N. Edgeworth St.
Greensboro, NC 27401
Email: bcl@crlaw.com

EMAIL

(Counsel to Arrowood Indemnity Company)
Kevin Coughlin, Esq.
Lorraine Armenti, Esq.
Michael Hrinewski, Esq.
Coughlin Duffy, LLP
350 Mount Kemble Ave.
Morristown, NJ 07960
Email: kcoughlin@coughlinduffy.com;
larmenti@coughlinduffy.com;
mhrinewski@coughlinduffy.com

EMAIL

(Counsel to Baltimore Area Council Boy Scouts of America, Inc.)
Todd M. Brooks, Esq.
Whiteford Taylor & Preston LLP
Seven Saint Paul Street, 15th Floor
Baltimore, MD 21202-1626
Email: tbrooks@wtplaw.com

EMAIL

(Counsel to Baltimore Area Council Boy Scouts of America, Inc.)
Richard W. Riley, Esq.
Whiteford Taylor & Preston LLP
The Renaissance Centre
405 North King Street, Suite 500
Wilmington, DE 19801
Email: rriley@wtplaw.com

EMAIL

(Counsel to Texas Workforce Commission)
Texas Attorney General's Office
Bankruptcy & Collections Division
Christopher S. Murphy, Assistant AG
c/o Sherri K. Simpson, Paralegal
P.O. Box 12548
Austin, TX 78711-2548
Email: christopher.murphy@oag.texas.gov;
sherri.simpson@oag.texas.gov

EMAIL

(Counsel to Liberty Mutual Insurance Company)

R. Karl Hill, Esq.

Seitz, Van Ogtrop & Green, P.A.

222 Delaware Avenue, Suite 1500

Wilmington, DE 19801

Email: khill@svglaw.com

EMAIL

(Counsel to Liberty Mutual Insurance Company)

Douglas R Gooding, Esq.

Jonathan D. Marshall, Esq.

Michael J. Foley, Jr., Esq.

Choate, Hall & Stewart LLP

Two International Place

Boston, MA 02110

Email: dgooding@choate.com;

jmarshall@choate.com;

mjfoley@choate.com

EMAIL

(Counsel to Liberty Mutual Insurance Company)

Kim V. Marrkand, Esq.

Nancy D. Adams, Esq.

Laura Bange Stephens, Esq.

Mintz, Levin, Corn, Ferris, Glovsky and Popeo, P.C.

One Financial Center

Boston, MA 02111

Email: kmarrkand@mintz.com;

ndadams@mintz.com;

lbstephens@mintz.com

EMAIL

(Counsel to Ventura County Council of Boy Scouts of America)

William E. Winfield, Esq.

Nelson Comis Kettle & Kinney LLP

300 E. Esplanade Drive, Suite 1170

Oxnard, CA 93036

Email: wwinfield@calattys.com

EMAIL

(Counsel to Courtney and Stephen Knight, Jointly as the Surviving Parents of E.J.K., a Minor Child, and Stephen Knight as the Personal Representative of the Estate of E.J.K.; Margaret Henderson, Personal Representative of the Estate of N.G.H.)

Richard A. Barkasy, Esq.

Kristi J. Doughty, Esq.

Schnader Harrison Segal & Lewis LLP

824 N. Market Street, Suite 800

Wilmington, DE 19801-4939

Email: rbarkasy@schnader.com;

kdoughty@schnader.com

EMAIL

(Counsel to Chickasaw Council, Boy Scouts of America, Inc.)

Henry C. Shelton, III, Esq.

Adams and Reese LLP

6075 Poplar Avenue, Suite 700

Memphis, TN 38119

Email: henry.shelton@arlaw.com

EMAIL

(Counsel to Hartford Accident and Indemnity Company, First State Insurance Company, and Twin City Fire Insurance Company)

Erin R. Fay, Esq.

Gregory J. Flasser, Esq.

Bayard, P.A.

600 N. King Street, Suite 400

Wilmington, DE 19801

Email: efay@bayardlaw.com;

gflasser@bayardlaw.com

EMAIL

(Counsel to Nichole Erickson and Mason Gordon, a minor by his mother Nichole Erickson)

James Tobia, Esq.

The Law Office of James Tobia, LLC

1716 Wawaset Street

Wilmington, DE 19806

Email: jtobia@tobialaw.com

EMAIL

(Counsel to Great American Assurance Company, f/k/a Agricultural Insurance Company; Great American E&S Insurance Company, f/k/a Agricultural Excess and Surplus Insurance Company; and Great American E&S Insurance Company)

Bruce W. McCullough, Esq.
Bodell Bové, LLC
1225 N. King Street, Suite 1000
Wilmington, DE 19801
Email: bmccullough@bodellbove.com

EMAIL

(Counsel to Jorge Vega and to Various Abuse Victims)

Domenic E. Pacitti, Esq.
Klehr Harrison Harvey Branzburg LLP
919 Market Street, Suite 1000
Wilmington, DE 19801
Email: dpacitti@klehr.com

EMAIL

(Counsel to Various Abuse Victims)

Morton R. Branzburg, Esq.
Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
Email: mbranzburg@klehr.com

EMAIL

(Counsel to Various Abuse Victims)

Stephen Crew, Esq.
Peter Janci, Esq.
Crew Janci LLP
1200 NW Naito Parkway, Suite 500
Portland, OR 97209
Email: steve@crewjanci.com;
peter@crewjanci.com

EMAIL

(Counsel to Eric Pai, as Administrator of the Estate of J. Pai)

William D. Sullivan, Esq.
Sullivan Hazeltine Allinson LLC
919 N. Market Street, Suite 420
Wilmington, DE 19801
Email: bsullivan@sha-llc.com

EMAIL

(Counsel to Collin County Tax Assessor/Collector)

Larry R. Boyd, Esq.
Chad Timmons, Esq.
Emily M. Hahn, Esq.
Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd, Suite 300
McKinney, TX 75069
Email: lboyd@abernathy-law.com;
ctimmons@abernathy-law.com;
ehahn@abernathy-law.com;
bankruptcy@abernathy-law.com

EMAIL

(Counsel to Buffalo Trail Council, Inc.)

Michael G. Kelly, Esq.
Kelly, Morgan, Dennis, Corzine & Hansen, P.C.
PO Box 1311
Odessa, TX 79760-1311
Email: mkelly@kmdfirm.com

EMAIL

(Counsel to Maricopa County Treasurer)

Peter Muthig, Esq.
Maricopa County Attorney's Office
Civil Services Division
225 W. Madison Street
Phoenix, AZ 85003
Email: muthigk@mcao.maricopa.gov

EMAIL

(Counsel to Oracle America, Inc.)

Amish R. Doshi, Esq.
Doshi Legal Group, P.C.
1979 Marcus Avenue, Suite 210E
Lake Success, NY 11042
Email: amish@doshilegal.com

EMAIL

(Special Insurance Counsel to the Future Claimants' Representative)

Kami Quinn, Esq.

Emily Grim, Esq.

Meredith Neely, Esq.

Jasmine Chalashtori, Esq.

Gilbert LLP

700 Pennsylvania Avenue, SE, Suite 400

Washington, DC 20003

Email: quinnk@gilbertlegal.com;

grime@gilbertlegal.com;

neelym@gilbertlegal.com;

chalashtorij@gilbertlegal.com

EMAIL

(Counsel to Ector CAD)

Don Stecker, Esq.

Linebarger Goggan Blair & Sampson, LLP

112 E. Pecan Street, Suite 2200

San Antonio, TX 78205

Email:

sanantonio.bankruptcy@publicans.com

EMAIL

(Counsel to Trennie L. Williams and

Kiwayna H. Williams)

Flordia M. Henderson, Esq.

PO Box 30604

Memphis, TN 38130-0604

Email: flordia@fhendersonlaw.net

EMAIL

(Counsel to the TN Dept of Labor – Bureau of Unemployment Insurance)

Laura L. McCloud, Esq.

c/o TN Attorney General's Office,

Bankruptcy Division

PO Box 20207

Nashville, TN 37202-0207

Email: agbankdelaware@ag.tn.gov

EMAIL

(Counsel to Coalition of Abused Scouts for Justice)

David J. Molton, Esq.

Brown Rudnick LLP

Seven Times Square

New York, NY 10036

Email: dmolton@brownrudnick.com

EMAIL

(Counsel to Coalition of Abused Scouts for Justice)

Sunni P. Beville, Esq.

Tristan G. Axelrod, Esq.

Brown Rudnick LLP

One Financial Center

Boston, MA 02111

Email: sbeville@brownrudnick.com;

taxelrod@brownrudnick.com

EMAIL

(Counsel to Stryker Medical)

Danielle Mason Anderson, Esq.

Miller, Canfield, Paddock and Stone, P.L.C.

277 S. Rose Street, Suite 5000

Kalamazoo, MI 49007

Email: andersond@millercanfield.com

EMAIL

(Counsel for The Waite and Genevieve Phillips Foundation)

Jason C. Powell, Esq.

Thomas Reichert, Esq.

The Powell Firm, LLC

1201 N. Orange Street, Suite 500

Wilmington, DE 19801

Email: jpowell@delawarefirm.com;

treichert@delawarefirm.com

EMAIL

(Counsel to Certain Sexual Abuse Survivor Claimants)

Stephen W. Spence, Esq.
Baird Mandalas Brockstedt, LLC
1413 Savannah Road, Suite 1
Lewes, DE 19958
Email: sws@bmbde.com

EMAIL

(Counsel to American Zurich Insurance Company)

Mark D. Plevin, Esq.
Crowell & Moring LLP
Three Embarcadero Center, 26th Floor
San Francisco, CA 94111
Email: mplevin@crowell.com

EMAIL

(Counsel to American Zurich Insurance Company)

Tacie H. Yoon, Esq.
Crowell & Moring LLP
1001 Pennsylvania Ave., N.W.
Washington, DC 20004
Email: tyoon@crowell.com

EMAIL

(Counsel to Certain Tort Claimants)

Leander L. James, Esq.
Craig K. Vernon, Esq.
R. Charlie Beckett, Esq.
James, Vernon & Weeks, P.A.
1626 Lincoln Way
Coeur d'Alene, ID 83815
Email: ljames@jvwlaw.net;
cvernon@jvwlaw.net; rbeckett@jvwlaw.net

EMAIL

(Counsel to Burleson County Tax Office; Luling ISD Tax Office; Colorado County Tax Office; Fayette County Tax Office; Milano ISD Tax Office; Gause ISD Tax Office)

John T. Banks, Esq.
Perdue, Brandon, Fielder, Collins & Mott,
L.L.P.
3301 Northland Drive, Suite 505
Austin, TX 78731
Email: jbanks@pbfcm.com

EMAIL

(Counsel to Claimant J.M.)

R. Joseph Hrubiec, Esq.
Napoli Shkolnik PLLC
919 N. Market Street, Suite 1801
Wilmington, DE 19801
Email: rhrubiec@napolilaw.com

EMAIL

(Counsel to Andrew Van Arsdale and Timothy Kosnoff)

David E. Wilks, Esq.
Wilks Law, LLC
4250 Lancaster Pike, Suite 200
Wilmington, DE 19805
Email: dwilks@wilks.law

EMAIL

(Counsel to Jorge Vega)

Paul Mones, Esq.
Paul Mones PC
13101 Washington Blvd.
Los Angeles, CA 90066
Email: paul@paulmones.com

EMAIL

(Fee Examiner)

Justin Rucki
Rucki Fee Review, LLC
1111 Windon Drive
Wilmington, DE 19803
Email: justinrucki@ruckifeereview.com

EMAIL

(Counsel to Boy Scouts of America, Hawaii and Guam Chapter (Aloha Council))
Jerrold K. Guben, Esq.
O'Connor Playdon Guben & Inouye LLP
Makai Tower, 24th Floor
733 Bishop Street
Honolulu, HI 96813
Email: jkg@opgilaw.com

EMAIL

(Counsel to Bay-Lakes Council)
Erin A. West, Esq.
Godfrey & Kahn, S.C.
One East Main Street, Suite 500
P.O. Box 2719
Madison, WI 53701-2719
Email: ewest@gklaw.com

EMAIL

(Counsel to Bay-Lakes Council)
Timothy F. Nixon, Esq.
Godfrey & Kahn, S.C.
200 South Washington Street, Suite 100
Green Bay, WI 54301-4298
Email: tnixon@gklaw.com

EMAIL

(Counsel to the Debtors)
Jessica C.K. Boelter, Esq.
White & Case LLP
1221 Avenue of the Americas
New York, NY 10020-1095
Email: jessica.boelter@whitecase.com

EMAIL

(Counsel to the Debtors)
Michael C. Andolina, Esq.
Matthew E. Linder, Esq.
White & Case LLP
111 South Wacker Drive
Suite 5100
Chicago, IL 60606-4302
Email: mandolina@whitecase.com;
mlinder@whitecase.com

EMAIL

(Counsel to the Debtors)
Derek C. Abbott, Esq.
Andrew R. Remming, Esq.
Eric W. Moats, Esq.
Paige N. Topper, Esq.
Morris Nichols Arsht & Tunnell LLP
1201 North Market Street, 16th Floor
Wilmington, Delaware 19801
Email: dabbott@mnat.com;
aremming@mnat.com; emoats@mnat.com;
ptopper@mnat.com

EMAIL

(Counsel to Old Republic Insurance Company)
Stephen M. Miller, Esq.
Carl N. Kunz, III, Esq.
Brya M. Keilson, Esq.
Morris James LLP
500 Delaware Ave, Suite 1500
Wilmington, DE 19801
Email: smiller@morrisjames.com;
ckunz@morrisjames.com;
bkeilson@morrisjames.com

EMAIL

(Counsel to various child sexual abuse tort claimants)
Daniel R. Lapinski, Esq.
Motley Rice LLC
Woodland Falls Corporate Park
210 Lake Drive East, Suite 101
Cherry Hill, NJ 08002
Email: dlapinski@motleyrice.com

EMAIL

(Counsel to various child sexual abuse tort claimants)
Joseph F. Rice, Esq.
Motley Rice LLC
28 Bridgeside Blvd.
Mount Pleasant, SC 29464
Email: jrice@motleyrice.com

EMAIL

(Counsel to various child sexual abuse tort claimants)

Kevin D. Swenson, Esq.
Swenson & Shelly, PLLC
107 South 1470 East, Suite 201
St. George, UT 84790
Email: kevin@swensonshelley.com

EMAIL

(Counsel to Florida Conference of the United Methodist Church; Various Churches in the Conference that are Chartered Organizations; United Methodist Ad Hoc Committee)

Edwin G. Rice, Esq.
Elizabeth Brusa, Esq.
Bradley Arant Boulton Cummings LLP
100 N. Tampa St, Suite 2200
Tampa, FL 33602
Email: erice@bradley.com;
ebrusa@bradley.com;
ddecke@bradley.com

EMAIL

(Counsel to Florida Conference of the United Methodist Church and Various Churches in the Conference that are Chartered Organizations)

David N. Rutt, Esq.
Scott G. Wilcox, Esq.
Moore & Rutt, P.A.
The Mill
1007 North Orange Street, Suite 446
Wilmington, DE 19801
Email: dnrutt@mooreandrutt.com;
swilcox@mooreandrutt.com

EMAIL

(Counsel to Florida Conference of the United Methodist Church and Various Churches in the Conference that are Chartered Organizations)

David N. Rutt, Esq.
Scott G. Wilcox, Esq.
Moore & Rutt, P.A.
122 N. Market St.
PO Box 554
Georgetown, DE 19947
Email: dnrutt@mooreandrutt.com;
swilcox@mooreandrutt.com

EMAIL

(Counsel to Simon Kenton Council)
John D. McLaughlin, Jr., Esq.
Ferry Joseph, P.A.
824 North Market Street, Suite 1000
Wilmington, DE 19801
Email: jmclaughlin@ferryjoseph.com

EMAIL

(Counsel to Simon Kenton Council)
Daniel R. Swetnam, Esq.
Ice Miller
Arena District
250 West Street
Columbus, OH 43215
Email: daniel.swetnam@icemiller.com

EMAIL

(Counsel to Indian Waters Council)
David Barnes, Jr., Esq.
Nelson Mullins Riley & Scarborough LLP
101 Constitution Ave., NW, Suite 900
Washington, DC 20001
Email: david.barnes@nelsonmullins.com

EMAIL

(Counsel to The Domestic and Foreign Missionary Society of the Protestant Episcopal Church in the United States of America)
Travis A. McRoberts, Esq.
Squire Patton Boggs (US) LLP
2000 McKinney Ave., Suite 1700
Dallas, TX 75201
Email: travis.mcroberts@squirepb.com

EMAIL

(Counsel to The Domestic and Foreign
Missionary Society of the Protestant Episcopal
Church in the United States of America)
Mark A. Salzberg, Esq.
Squire Patton Boggs (US) LLP
2550 M Street, NW
Washington, DC 20037
Email: mark.salzberg@squirepb.com

EMAIL

(Counsel to Unidentified Sexual Abuse
Survivor)
Joseph P. Rusnak, Esq.
Tune, Entrekin & White, P.C.
UBS Tower, Suite 1700
315 Deaderick Street
Nashville, TN 37238
Email: jrusnak@tewlawfirm.com

EMAIL

(Counsel to Chapelwood United Methodist
Church)
Steven A. Leyh, Esq.
Hoover & Slovacek, LLP
Galleria Tower II
5051 Westheimer, Suite 1200
Houston, TX 77056
Email: leyh@hooverslovacek.com

EMAIL

(Counsel to St. Stephen's Episcopal Church)
Robert L. Rattet, Esq.
James B. Glucksman, Esq.
Davidoff Hutcher & Citron LLP
605 Third Avenue
New York, NY 10158
Email: rlr@dhclegal.com;
jbg@dhclegal.com

EMAIL

(Counsel to Various Child Sexual Abuse
Tort Claimants)
Joel M. Walker, Esq.
Nye, Stirling, Hale & Miller LLP
1145 Bower Hill Road, Suite 104
Pittsburgh, PA 15243
Email: jmwalker@nshmlaw.com

EMAIL

(Counsel to Clarendon America Insurance
Company)
Matthew G. Summers, Esq.
Chantelle D. McClamb, Esq.
Ballard Spahr LLP
919 N. Market Street, 11th Floor
Wilmington, DE 19801-3034
Email: summersm@ballardspahr.com;
mcclambc@ballardspahr.com

EMAIL

(Counsel to Clarendon America Insurance
Company)
Harry Lee, Esq.
John O'Connor, Esq.
Brett Grindrod, Esq.
Steptoe & Johnson LLP
1330 Connecticut Avenue, N.W.
Washington, DC 20036
Email: hlee@steptoe.com;
joconnor@steptoe.com;
bgrindrod@steptoe.com

EMAIL

(Counsel to Presbyterian Church of
Lakehurst)
Daniel E. Straffi, Jr., Esq.
Straffi & Straffi, LLC
670 Commons Way
Toms River, NJ 08755
Email: bkclient@straffilaw.com

EMAIL

(Counsel to The Episcopal Diocese of San Diego)
James P. Hill, Esq.
Sullivan Hill Rez & Engel, PLC
600 B Street, Suite 1700
San Diego, CA 92101
Email: hill@sullivanhill.com

EMAIL

(Counsel to Various Child Sexual Abuse Tort Claimants)
J. Chad Edwards, Esq.
Ichor Consulting, LLC
3626 N. Hall Street (Two Oak Lawn), Suite 610
Dallas, TX 75219
Email: chad@ichorconsulting.com

EMAIL

(Counsel to United Methodist Ad Hoc Committee and Catholic Mutual Relief Society of America)
Jeremy W. Ryan, Esq.
D. Ryan Slaugh, Esq.
Potter Anderson & Corroon LLP
1313 N. Market Street, 6th Floor
Wilmington, DE 19801-6108
Email: jryan@potteranderson.com;
rslaugh@potteranderson.com

EMAIL

(Counsel to Eisenbeng, Rothweiler, Winkler, Eisenberg & Jeck, P.C.)
Daniel K. Hogan, Esq.
Garvan F. McDaniel, Esq.
Hogan McDaniel
1311 Delaware Avenue
Wilmington, DE 19806
Email: dkhogan@dkhogan.com;
gfmcdaniel@dkhogan.com

EMAIL

(Counsel to Junell & Associates, PLLC)
John B. Thomas, Esq.
Allison Fisher, Esq.
Hicks Thomas LLP
700 Louisiana Street, Suite 2300
Houston, TX 77002
Email: jthomas@hicks-thomas.com;
afisher@hicks-thomas.com

EMAIL

(Counsel to Junell & Associates, PLLC)
Scott D. Cousins, Esq.
Cousins Law LLC
Brandywine Plaza West
1521 W. Concord Pike, Suite 301
Wilmington, DE 19803
Email: scott.cousins@cousins-law.com

EMAIL

(Counsel to Bailey Cowan Heckaman PLLC)
Ian Connor Bifferato, Esq.
The Bifferato Firm, P.A.
1007 N. Orange Street, 4th Floor
Wilmington, DE 19801
Email: cbifferato@tbflaw.com

EMAIL

(Counsel to D. Miller & Associates PLLC)
Daniel Miller, Esq.
Walden Macht & Haran LLP
2532 Justin Lane
Wilmington, DE 19810
Email: dmiller@wmhlaw.com

EMAIL

(Counsel to Various Child Sexual Abuse Tort Claimants)
Aimee H. Wagstaff, Esq.
Andrus Wagstaff, PC
7171 W. Alaska Drive
Lakewood, CO 80226
Email: aimee.wagstaff@andruswagstaff.com

EMAIL

(Counsel to Catholic Mutual Relief Society of America)

Everett Cygal, Esq.

Joseph Mark Fisher, Esq.

Daniel Schufreider, Esq.

Jin Yan, Esq.

Schiff Hardin LLP

233 S. Wacker Drive, Suite 7100

Chicago, IL 60606

Email: ecygal@schiffhardin.com;

mfisher@schiffhardin.com;

dschufreider@schiffhardin.com;

jyan@schiffhardin.com

EMAIL

(Counsel to Certain Sexual Abuse Claimants)

Bill Kelleher, Esq.

Fournaris & Mammarella, P.A.

1925 Lovering Avenue

Wilmington, DE 19806

Email: bkelleher@gfmlaw.com

EMAIL

(Counsel to Certain Sexual Abuse Claimants)

Irwin Zalkin, Esq.

Devin Storey, Esq.

Kristian Roggendorf, Esq.

The Zalkin Law Firm, P.C.

10590 W. Ocean Air Drive, #125

San Diego, CA 92130

Email: irwin@zalkin.com;

devin@zalkin.com; kristian@zalkin.com

EMAIL

(Counsel to American Zurich Insurance Company)

Robert D. Cecil, Jr., Esq.

Tybout, Redfearn & Pell

501 Carr Road, Suite 300

PO Box 2092

Wilmington, DE 19899-2092 (Courier 19809)

Email: rcecil@trplaw.com

EMAIL

(Counsel to Great American Assurance Company, f/k/a Agricultural Insurance Company; Great American E&S Insurance Company, f/k/a Agricultural Excess and Surplus Insurance Company; and Great American E&S Insurance Company)

Bruce D. Celebrezze, Esq.

Clyde & Co US LLP

Four Embarcadero Center, Suite 1350

San Francisco, CA 94111

Email: bruce.celebrezze@clydeco.us

EMAIL

(Counsel to Great American Assurance Company, f/k/a Agricultural Insurance Company; Great American E&S Insurance Company, f/k/a Agricultural Excess and Surplus Insurance Company; and Great American E&S Insurance Company)

Konrad R. Krebs, Esq.

Clyde & Co US LLP

200 Campus Drive, Suite 300

Florham Park, NJ 07932

Email: konrad.krebs@clydeco.us

EMAIL

(Counsel to Great American Assurance Company, f/k/a Agricultural Insurance Company; Great American E&S Insurance Company, f/k/a Agricultural Excess and Surplus Insurance Company; and Great American E&S Insurance Company)

David Christian, Esq.

David Christian Attorneys LLC

105 W. Madison St., Suite 1400

Chicago, IL 60602

Email: dchristian@dca.law

EMAIL

(Counsel to Certain Claimants)

Sommer D. Luther, Esq.

Andrus Wagstaff, PC

7171 W. Alaska Drive

Lakewood, CO 80226

Email: sluther@wagstafflawfirm.com

EMAIL

(Counsel to Certain Claimants)
Kimberly A. Dougherty, Esq.
Justice Law Collaborative, LLC
19 Belmont Street
South Easton, MA 02375
Email: kim@justicelc.com