

**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)

Hearing Date: May 19, 2021 at 10:00 a.m. (ET)

Objection Deadline: May 12, 2021 at 4:00 p.m. (ET)

**DEBTORS' MOTION FOR ENTRY OF AN ORDER
(I) APPROVING LEHR SETTLEMENT AGREEMENT AND
(II) MODIFYING THE AUTOMATIC STAY, TO THE EXTENT NECESSARY, TO
PERMIT PAYMENT OF SETTLEMENT AMOUNT BY APPLICABLE INSURANCE**

Boy Scouts of America (the “BSA”) and Delaware BSA, LLC, the non-profit corporations that are debtors and debtors in possession in the above-captioned chapter 11 cases (together, the “Debtors”), submit this motion (this “Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to sections 105(a), 362 and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), and rule 9019(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (i) approving that certain settlement agreement, substantially in the form attached hereto as **Exhibit B** (the “Settlement Agreement”), by and between the BSA and Richard Lehr (“Claimant” and, together with the BSA, the “Parties”), and (ii) modifying the automatic stay, to the extent necessary, to permit payment of the settlement amount from applicable insurance. In support of this Motion, the Debtors respectfully state as follows:

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

JURISDICTION AND VENUE

1. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

2. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105(a), 362 and 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a).

BACKGROUND

4. On February 18, 2020 (the “Petition Date”), the Debtors filed for relief under chapter 11 of the Bankruptcy Code.

5. On November 9, 2020, Claimant filed identical proofs of claim against each of the Debtors [Claim Nos. 1394 and 13308] (together, the “Claims”). The Claims arise from non-abuse injuries that Claimant received on July 3, 2018 from a fall he suffered while participating in an event at the Summit Bechtel Reserve in West Virginia.

6. Claimant has no pending prepetition litigation against the Debtors, nor has Claimant filed a motion seeking to lift the automatic stay.

THE SETTLEMENT AGREEMENT²

7. To avoid incurring litigation expenses in connection with the Claim, a motion to lift the automatic stay, and attendant litigation costs and expenses, the Parties entered into good-faith and arm’s-length settlement negotiations. As a result of those negotiations, the Parties have entered into the Settlement Agreement, subject to Court approval.

² The summary of the Settlement Agreement in this Motion is for informational purposes only. To the extent of any conflict, the Settlement Agreement controls.

8. Pursuant to the Settlement Agreement, Claimant agrees to withdraw the Claims with prejudice and without costs. Additionally, Claimant, on behalf of himself and his agents, heirs, relatives, assigns, parents, beneficiaries, third-party beneficiaries, and attorneys, irrevocably and unconditionally releases, acquits, and forever discharges the Debtors and all of their respective predecessors, affiliates, parents, subsidiaries, managing agents, volunteers, servants, consultants, agents, independent contractors, employees, officers, directors, attorneys, representatives, insurers, insurance carriers, and all persons acting by, through, under, or in concert with any of them, and each of their respective heirs, successors, and assigns (the “Releasees”), from any and all claims, including without limitation the Claims, as well as any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, causes of action, damages, actions, suits, rights, costs, losses, debts and expenses (including attorneys’ fees and costs actually incurred), or demands of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to any claims the Claimant had, has, or may have, known or unknown, in connection with any facts, matters, property, transactions, or things between the Parties and between the Claimant and the Releasees, including but not limited to, anything arising from, relating to, or in connection with the matters set forth in the Claims and the Settlement Agreement.

9. In exchange for the releases and withdrawal of the Claims, as described above, the BSA has agreed to pay Claimant \$3,000,000 (the “Settlement Amount”). The Settlement Amount will be paid by Old Republic Insurance Company (“Old Republic”), which issued general liability insurance policies to the BSA covering the time period in which the Claims arose.

10. The Settlement Agreement will become effective after the Court’s order approving the Settlement Agreement pursuant to Bankruptcy Rule 9019 and approving payment of the Settlement Amount by Old Republic pursuant to section 362 of the Bankruptcy Code becomes

final and no longer subject to appeal (the “Effective Date”). The Settlement Amount will be paid within fourteen (14) days of the Effective Date. If the Effective Date fails to occur on or before June 30, 2021, the Settlement Agreement shall be null and void.

RELIEF REQUESTED

11. By this Motion, the Debtors request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, (i) approving the Settlement Agreement and (ii) modifying the automatic stay, to the extent necessary, to permit Old Republic to pay the Settlement Amount.

BASIS FOR RELIEF REQUESTED

I. Legal Standard

A Approval of Settlements

12. Section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019 authorize the Court to approve settlements of claims. Section 105(a) provides, in relevant part, that the Court “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). In addition, Bankruptcy Rule 9019 provides that, upon notice and a hearing, the Court “may approve a compromise or settlement.” Fed. R. Bankr. P. 9019(a).

13. Settlements and compromises are favored in bankruptcy proceedings as a means of “minimiz[ing] litigation and expedit[ing] the administration of a bankruptcy estate.” *Myers v. Martin (In re Martin)*, 91 F.3d 389, 393 (3d Cir. 1996); *see also In re World Health Alternatives, Inc.*, 344 B.R. 291, 296 (Bankr. D. Del. 2006). The Court should exercise its discretion to approve a settlement or compromise where it is “fair, reasonable, and in the interest of the estate.” *In re Louise’s, Inc.*, 211 B.R. 798, 801 (D. Del. 1997). The Court need only “canvass the issues and see whether the settlement falls below the lowest point in the range of reasonable.” *In re W.R. Grace & Co.*, 475 B.R. 34, 78 (D. Del. 2012). In determining whether a settlement or compromise should

be approved, courts consider a number of factors, including “(1) the probability of success in the litigation; (2) the likely difficulties in collection; (3) the complexity of the litigation involved and the expense, inconvenience and delay necessarily attending it; and (4) the paramount interest of the creditors. *In re Martin*, 91 F.3d at 393.

B. The Automatic Stay

14. Upon the filing of a bankruptcy case, section 362 of the Bankruptcy Code automatically stays, among other things, the commencement or continuation of any proceeding against the debtor “to recover a claim against the debtor that arose before the commencement of the case.” 11 U.S.C. § 362(a). The automatic stay serves a number of important purposes that protect both debtor and creditor interests, including, among other things, “to forestall the depletion of the debtor’s assets due to legal costs in defending proceedings against it” and “to avoid interference with the orderly liquidation or rehabilitation of the debtor.” *In re Rexene Prods. Co.*, 141 B.R. 574, 576 (Bankr. D. Del. 1992) (quotations omitted).

15. Section 362(d) authorizes the Court to grant relief from the automatic stay for cause. 11 U.S.C. § 362(d). Although the Bankruptcy Code does not define “cause,” courts in this District often consider whether (i) the debtor will suffer “any great prejudice” from the continuation of the civil suit,” (ii) the prejudice to the non-bankrupt party by maintenance of the stay considerably outweighs the prejudice to the debtor if the stay is lifted, and (iii) the non-bankrupt party “has a probability of prevailing on the merits.” *Id.*; see also *In re Scarborough St. James Corp.*, 535 B.R. 60, 67–68 (Bankr. D. Del. 2015).

II. Argument

16. The Settlement Agreement should be approved because it fairly and efficiently resolves the Claims with minimal burden to the estate. The Settlement Amount will be paid solely from proceeds of the Old Republic primary and excess policies for the 2018–19 policy year. The

settlement, moreover, will permit the BSA to avoid the uncertainty and expense of litigating the Claims, including a potential motion to lift the stay and subsequent litigation in state court. The Settlement Agreement will also eliminate the potential for additional expenses and the risk of an unfavorable judgment in litigation relating to the Claims. In addition, under the Settlement Agreement, the BSA will receive a full and complete release from all liability in connection with the subject matter of the Claims, thereby eliminating any liability under a plan of reorganization. Accordingly, the Debtors submit that the Settlement Agreement is reasonable and in the best interests of the Debtors' estates, creditors and other parties in interest. *In re Louise's, Inc.*, 211 B.R. at 801.

17. Additionally, the automatic stay should be modified, to the extent necessary, to permit Old Republic to pay the Settlement Amount. The question of whether proceeds of an insurance policy are property of the bankruptcy estate is complex and the law is unclear as to the answer. *In re MF Glob. Holdings, Ltd*, 469 B.R. 177, 190 (Bankr. S.D.N.Y. 2012). Although it is "well-settled that a debtor's liability insurance is considered property of the estate . . . 'the courts are in disagreement over whether the proceeds of a liability insurance policy are property of the estate.'" *Id.* (quoting *In re Downey Fin. Corp.*, 428 B.R. 595, 603 (Bankr. D. Del. 2010)). Even if the automatic stay does apply, cause exists under these circumstances to the permit Old Republic to pay the Settlement Amount.

18. First, as noted in Old Republic's previously filed motion for relief from the automatic stay, the BSA and certain other named insureds are insured under certain general liability policies issued by Old Republic, including a primary insurance policy and excess

insurance policies for the 2018–19 policy year.³ The Old Republic primary policy provides coverage up to a limit of \$1.0 million per occurrence with no aggregate limits. The Old Republic excess policy provides aggregate limits of \$9.0 million. Here, approximately \$31,030.00 of the primary policy has been exhausted in connection with the Claims (on legal and dental payments), leaving approximately \$968,970.00 of primary coverage available. Thus, a sizeable portion—nearly one third—of the Settlement Amount falls within the primary policy (which has no aggregate limit), and the balance falls within the aggregate limits of the excess policy. Therefore, 100% of the Settlement Amount falls within the limits of Old Republic’s primary and excess policies.

19. Second, the Settlement Agreement will fully and finally resolve the Claims and avoid the uncertainty and expense of litigation and the risk of an unfavorable judgment that could exceed the Settlement Amount. If Claimant seeks to lift the stay to commence litigation relating to the Claims, and the Claims proceed to discovery and trial, the defense costs would likely be substantial and, together with any settlement or judgment on the Claims, further erode the applicable Old Republic excess policy, which, as mentioned above, is subject to an aggregate limit. *In re Almonacy*, Case No. 10-37235 DHS, 2011 WL 13659, at *3 (Bankr. D.N.J. Jan. 4, 2011) (“When an action seeks to recover from a debtor’s insurance policy and the debtor is represented by the insurer, courts routinely grant stay relief because the burden on the estate is likely to be outweighed by the hardship on the plaintiff if the action is not permitted to continue.”).

³ See *Old Republic Insurance Company’s Motion Pursuant to Sections 105(a) and 362 of the Bankruptcy Code and Bankruptcy Rule 4001 for an Order Modifying the Automatic Stay to Permit Payments of Claims Against Non-Debtor Insureds and Related Defense Costs Under Insurance Policies* [D.I. 678].

20. Accordingly, there is little prejudice, and indeed material benefit, to the Debtors if the Parties are permitted to enter into the Settlement Agreement and the stay is modified to permit Old Republic to pay the Settlement Amount.

NOTICE

21. Notice of this Motion will be provided to (i) the U.S. Trustee; (ii) counsel to the Creditors' Committee; (iii) counsel to the Tort Claimants' Committee; (iv) counsel to the Future Claimants' Representative; (v) counsel to the Ad Hoc Committee of Local Councils; (vi) counsel to JPMorgan Chase Bank National Association; (vii) counsel to Claimant; (viii) Old Republic Insurance Company; and (ix) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested herein, no other or further notice need be given.

CONCLUSION

22. For the above reasons, the Debtors respectfully request that the Court enter an order (i) approving the Settlement Agreement, (ii) modifying the automatic stay, to the extent necessary, to permit payment of the settlement amount from applicable insurance and (iii) granting all other relief as is just and proper.

Dated: April 28, 2021
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Eric W. Moats

Derek C. Abbott (No. 3376)
Andrew R. Remming (No. 5120)
Eric W. Moats (No. 6441)
Paige N. Topper (No. 6470)
1201 North Market Street, 16th Floor
P.O. Box 1347
Wilmington, Delaware 19899-1347
Telephone: (302) 658-9200
Email: dabbott@morrisnichols.com
aremming@morrisnichols.com
emoats@morrisnichols.com
ptopper@morrisnichols.com

– and –

WHITE & CASE LLP

Jessica C. Lauria (admitted *pro hac vice*)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
Email: jessica.lauria@whitecase.com

– and –

WHITE & CASE LLP

Michael C. Andolina (admitted *pro hac vice*)
Matthew E. Linder (admitted *pro hac vice*)
Laura E. Baccash (admitted *pro hac vice*)
Blair M. Warner (admitted *pro hac vice*)
111 South Wacker Drive
Chicago, Illinois 60606
Telephone: (312) 881-5400
Email: mandolina@whitecase.com
mlinder@whitecase.com
laura.baccash@whitecase.com
blair.warner@whitecase.com

ATTORNEYS FOR THE DEBTORS AND DEBTORS
IN POSSESSION

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)

Ref. Docket No. ____

**ORDER (I) APPROVING LEHR SETTLEMENT AGREEMENT AND
(II) MODIFYING THE AUTOMATIC STAY, TO THE EXTENT NECESSARY, TO
PERMIT PAYMENT OF SETTLEMENT AMOUNT BY APPLICABLE INSURANCE**

Upon the motion (the “Motion”)² of Boy Scouts of America and Delaware BSA, LLC, the non-profit corporations that are debtors and debtors in possession in the above-captioned chapter 11 cases (together, the “Debtors”), for entry of an order (this “Order”), pursuant to sections 105(a), 362 and 363 of the Bankruptcy Code and Bankruptcy Rule 9019, (i) approving that certain settlement agreement by and between the BSA and Richard Lehr (“Claimant” and, together with the BSA, the “Parties”), as memorialized in that certain Settlement Agreement attached to the Motion as **Exhibit B**, and (ii) modifying the automatic stay, to the extent necessary, to permit payment of the settlement amount by applicable insurance; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and entry of this Order being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and the Debtors having consented to the entry of a final order by this Court under Article III of the United States

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

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

Constitution; and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and all objections to the Motion, if any, having been withdrawn, resolved or overruled; and the relief requested in the Motion being in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Settlement Agreement is APPROVED and the Parties to the Settlement Agreement are authorized to take such action as is necessary to effectuate the terms of the Settlement Agreement.
3. To the extent necessary, the automatic stay of 11 U.S.C. § 362(a) is modified for the Parties to consummate the Settlement Agreement.
4. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry and the Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.
5. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Exhibit B

Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement ("Agreement") is made as of the last date written on the signature pages hereto, by and between Richard Lehr ("Claimant") and Boy Scouts of America (the "BSA" and, together with Claimant, the "Parties"). This Agreement settles all claims of Claimant against the BSA and the other Releasees (as defined below), including, without limitation, the claims filed by Claimant against the BSA in its bankruptcy proceedings (Claim Nos. 1394 and 13308) (together, the "Claims"). This Agreement is intended to memorialize the terms of the settlement.

WHEREAS, on July 18, 2018, Claimant, another adult Scout leader, and a group of Scouts were participating in an activity at the Summit Bechtel Reserve in West Virginia called the "Leap of Faith;"

WHEREAS, Claimant was injured while participating in this activity;

WHEREAS, Claimant has alleged economic and non-economic damages as a result of his injuries;

WHEREAS, the Parties have agreed to a settlement of the Claims and any and all disputes between them;

NOW THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Claimant, on behalf of himself and the Claimant Parties, the Parties agree as follows:

Effective Date

1. This Agreement shall become effective only upon: (a) entry of an order of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), pursuant to section 362 of title 11 of the United States Code, 11 U.S.C. §§ 101–1521, (i) approving

this Agreement pursuant to rule 9019 of the Federal Rules of Bankruptcy Procedure and (ii) authorizing Old Republic Insurance Company to pay the Settlement Amount (as defined below) to Claimant; and (b) such order having become final and non-appealable (the “Effective Date”). If no such order is entered that has become final and non-appealable on or before June 30, 2021, this Agreement shall be null and void.

Settlement Terms

2. The BSA agrees to pay Claimant the sum of Three Million Dollars (\$3,000,000.00) (the “Settlement Amount”) within fourteen (14) days of the Effective Date, in full and final satisfaction of the Claims and any and all disputes between Claimant and the BSA. This Settlement Amount is in addition to the \$10,424.97 already paid to the Claimant for dental services.

3. In consideration for the payment of the Settlement Amount, Claimant agrees to withdraw the Claims with prejudice and without costs and provide the releases set forth below. Claimant further agrees that he will refrain from publicly or privately directing any disparaging or defamatory remarks toward, or complaints about, the BSA or its administrators, current or former employees or volunteers, in their capacities as such. Likewise, the BSA will refrain from publicly or privately directing any disparaging or defamatory remarks toward, or complaints about, Claimant.

Release

4. In exchange for payment of the Settlement Amount, Claimant, on behalf of himself and his agents, heirs, relatives, assigns, parents, beneficiaries, third-party beneficiaries, and attorneys (collectively, the “Claimant Parties”), hereby irrevocably and unconditionally releases, acquits, and forever discharges the BSA, its predecessors, affiliates, parents, subsidiaries, managing agents, volunteers, servants, consultants, agents, independent contractors, employees,

officers, directors, attorneys, representatives, insurers, insurance carriers, and all persons acting by, through, under, or in concert with any of them, and each of their respective heirs, successors, and assigns (the foregoing persons and entities, hereinafter collectively referred to as “Releasees”), or any of them, from any and all claims, including, without limitation, the Claims, as well as any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, causes of action, damages, actions, suits, rights, costs, losses, debts and expenses (including attorneys’ fees and costs actually incurred), or demands of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, any claims that Claimant had, has, or may have, known or unknown, in connection with any facts, matters, property, transactions, or things between all Parties and between Claimant and the Releasees, including but not limited to, anything arising from, relating to, or in connection with the matters set forth in the Claims and this Agreement.

General Release

5. It is understood and agreed that this is a full, complete and final general release of any and all claims held by Claimant against the Releasees and that Claimant, on behalf of himself and the Claimant Parties, agrees that the foregoing release applies to all unknown, unanticipated, unsuspected and undisclosed claims, demands, liabilities, actions or causes of action against the Releasees, in law, equity or otherwise, as well as those which are now known, anticipated, suspected or disclosed.

Disclaimer of Liability

6. The Parties expressly agree and acknowledge that this Agreement is not to be construed as an admission of liability or wrongdoing by any Party, but is entered into in

compromise of disputed claims. The Parties agree that neither this Agreement nor any part hereof shall be considered an admission of liability or wrongdoing by the Releasees (or any of them).

Confidentiality

7. It is specifically understood, agreed, and made part of this Agreement that the Claimant, the Claimant Parties, and their attorneys shall not comment on any aspect of the Agreement or its terms and conditions to any member of the news media. If any member of the news media inquires of the Claimant Parties regarding the resolution of the Claims, the agreed upon response is that “the Claims are settled.” This paragraph is intended to become part of the consideration for the settlement of the Claims.

Joint Drafting

8. Each of the Parties has joined in and contributed to the drafting of this Agreement and each of the Parties agrees that there shall be no presumption favoring or burdening any Party based upon draftsmanship.

Authorization

9. With the exception of the BSA’s requiring Bankruptcy Court approval of its entry into this Agreement, the Parties expressly warrant and represent that the execution of this Agreement is fully authorized by each of them; that the person or persons executing this Agreement have the necessary and appropriate authority to do so; and that there are no pending agreements, transactions, or negotiations to which any of them are a party that would render this Agreement or any part thereof void, voidable, or unenforceable.

Applicable Law

10. This Agreement shall be interpreted in accordance with the laws of the State of West Virginia without reference to conflict of law principles.

Counterparts

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Complete Agreement

12. This is the entire agreement between the Parties. This Agreement may not be modified in any manner except in writing by Claimant and authorized executives of the Defendant. The Parties acknowledge that they have not made any representations or promises to each other than those contained in this Agreement.

13. The Parties warrant that they have entered this Agreement voluntarily and of their own accord without reliance on any inducement, promise, or representation by any other party, except those which are expressly set forth in this Agreement.

Attorneys' Fees, Costs, and Expenses

14. Each Party will bear their own attorneys' fees, costs, and expenses of this litigation, the preparation and execution of this Agreement, and all other matters related to the Claims.

Severability

15. If any paragraph or clause hereof shall be held invalid or unenforceable in any jurisdiction, then the meaning of such paragraph or clause shall be construed so as to render it enforceable to the extent permissible. If no permissible interpretation would save such paragraph or clause, it shall be severed from these terms and conditions and the remainder shall remain in full force and effect.

Voluntary Agreement

16. The Parties warrant that they have carefully read this Agreement, know its contents, and freely and voluntarily agree to all of its terms and conditions. Each Party warrants that it has obtained and utilized the advice of counsel with regard to this Agreement.

- (a) The Parties have read this Agreement;
- (b) The Parties have been represented by legal counsel of their own choice in the preparation, negotiation and execution of this Agreement;
- (c) The Parties understand the terms and consequences of this Agreement and of the release and waivers it contains;
- (d) The Parties have not relied upon any representations or statements made by the other Party that are not specifically set forth in this Agreement; and
- (e) The Parties are fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Richard W. Lehr
Claimant: Richard Lehr
Date: April 27, 2021

Boy Scouts of America

By: Joseph Starkman
Its: Deputy General Counsel
Date: 4-28-21

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)

Hearing Date: May 19, 2021 at 10:00 a.m. (ET)

Objection Deadline: May 12, 2021 at 4:00 p.m. (ET)

**NOTICE OF THE DEBTORS' MOTION FOR ENTRY OF AN ORDER
(I) APPROVING LEHR SETTLEMENT AGREEMENT AND
(II) MODIFYING THE AUTOMATIC STAY, TO THE EXTENT NECESSARY, TO
PERMIT PAYMENT OF SETTLEMENT AMOUNT BY APPLICABLE INSURANCE**

PLEASE TAKE NOTICE that today, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Debtors' Motion for Entry of an Order (I) Approving Lehr Settlement Agreement and (II) Modifying the Automatic Stay, to the Extent Necessary, to Permit Payment of Settlement Amount by Applicable Insurance* (the "Motion").

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion must be: (a) in writing; (b) filed with the Clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, on or before **May 12, 2021, at 4:00 p.m. (ET)** (the "Objection Deadline"); and (c) served so as to be received on or before the Objection Deadline by the undersigned counsel to the Debtors.

PLEASE TAKE FURTHER NOTICE that only objections made in writing and timely filed and received, in accordance with the procedures above, will be considered by the Bankruptcy Court at such hearing.

PLEASE TAKE FURTHER NOTICE THAT A TELEPHONIC HEARING ON THE MOTION WILL BE HELD ON **May 19, 2021, AT 10:00 A.M. (ET)** BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

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.

Dated: April 28, 2021
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Eric W. Moats

Derek C. Abbott (No. 3376)
Andrew R. Remming (No. 5120)
Eric W. Moats (No. 6441)
Paige N. Topper (No. 6470)
1201 North Market Street, 16th Floor
P.O. Box 1347
Wilmington, Delaware 19899-1347
Telephone: (302) 658-9200
Email: dabbott@morrisnichols.com
aremming@morrisnichols.com
emoats@morrisnichols.com
ptopper@morrisnichols.com

– and –

WHITE & CASE LLP

Jessica C. Lauria (admitted *pro hac vice*)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
Email: jessica.lauria@whitecase.com

– and –

WHITE & CASE LLP

Michael C. Andolina (admitted *pro hac vice*)
Matthew E. Linder (admitted *pro hac vice*)
Laura E. Baccash (admitted *pro hac vice*)
Blair M. Warner (admitted *pro hac vice*)
111 South Wacker Drive
Chicago, Illinois 60606
Telephone: (312) 881-5400
Email: mandolina@whitecase.com
mlinder@whitecase.com
laura.baccash@whitecase.com
blair.warner@whitecase.com

ATTORNEYS FOR THE DEBTORS AND
DEBTORS IN POSSESSION