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26 *Counsel for Boy Scouts of America*

27 **IN THE DISTRICT COURT OF GUAM**
28 **TERRITORY OF GUAM - BANKRUPTCY DIVISION**

29 In re:
30 ARCHBISHOP OF AGAÑA,
31 a Corporation Sole,
32 Debtor.

Chapter 11 Bankruptcy

Case No. 19-00010

**BOYSCOUTS OF AMERICA'S
SUPPLEMENTAL BRIEF IN SUPPORT OF ITS
OBJECTION TO THE MOTION OF THE
OFFICIAL COMMITTEE OF UNSECURED
CREDITORS FOR DERIVATIVE STANDING**

Hr'g Date: September 10, 2021 at 8:30 a.m. (ChST)

33 Pursuant to the Court's order at Docket No. 668, Boy Scouts of America ("BSA"), by and
34 through its undersigned counsel, submits the following supplemental brief (the "**Supplemental**
35 **Brief**") on the issue of whether it has standing to lodge an objection to the *Motion of the Official*
36 *Committee of Unsecured Creditors for Derivative Standing to Enforce the Automatic Stay and Take*
37 *Other Actions* [Doc. 616] (the "**Standing Motion**"). The BSA submits that it does have standing,
38 and that its rights should be reserved in all respects regardless, as further explained below.

1
2 **I. PRELIMINARY STATEMENT**

3 Following the filing of the *Boy Scouts of America’s Objection to the Motion of the Official*
4 *Committee of Unsecured Creditors for Derivative Standing to Enforce the Automatic Stay and Take*
5 *Other Actions* [Doc. 629] (the “**BSA’s Objection**”),¹ the UCC filed two replies: (1) the *Reply in*
6 *Support of the Motion of the Official Committee of Unsecured Creditors for Derivative Standing to*
7 *Enforce the Automatic Stay and Take Other Action* [Doc. 631] (the “**First Reply**”); and (2) the
8 *Second Reply in Support of the Motion of the Official Committee of Unsecured Creditors for*
9 *Derivative Standing to Enforce the Automatic Stay and Take Other Actions* [Doc. 644] (the
10 “**Second Reply**,” and together with the First Reply, the “**UCC’s Replies**”).² In the Second Reply,
11 the UCC argued, in a footnote, that the BSA lacks prudential standing and so has no right to object
12 to the Standing Motion.³

13 On August 27, 2021, the Court held a hearing on the Standing Motion and indicated that it
14 agreed with the Committee’s argument; however, upon request from the BSA’s counsel, the Court
15

16 ¹ Capitalized terms used but not yet defined have the meanings later ascribed to them in this Supplemental Brief.
17 Capitalized terms used but not defined herein have the meanings set forth in the BSA’s Objection.

18 ² The BSA refutes various contentions raised in the UCC’s Replies, including the declarations attached thereto, which
19 were filed following the BSA’s Objection. The records should be clear that, among other things: (1) the BSA has never
20 conceded, and does not agree, that the Debtor in this case is an insured under all of the policies referenced in the
21 Standing Motion, many of which do not list Chartered Organizations as being insureds; (2) the BSA does not otherwise
22 agree with the UCC’s characterizations of the Debtor’s rights and interests in the BSA’s policies, the value of any such
23 rights or interests, or how those rights or interests would be treated under any proposed plan of reorganization in the
24 BSA Bankruptcy and the consequences thereof; (3) the BSA also does not otherwise agree with the UCC’s
25 interpretation of the policies, including as set forth in footnote 9 in the First Reply; (4) the BSA cannot agree with the
26 UCC’s assessment of the likelihood of coverage, including as set forth in paragraph 4 of the Amone declaration
27 attached to the First Reply, and notes that the UCC specifically disclaimed that it would raise any coverage issues at
28 this time; (5) the BSA cannot agree that the survivors in this case that have also filed claims in the BSA Bankruptcy
are uniquely situated as compared to all other survivors of abuse in Scouting; and (6) the BSA does not agree with any
assertion that it is in violation of the stay. The BSA does not discuss all these various issues in this Supplemental Brief
due to its limited scope, but reserves the right to raise these issues at any continued hearing on the Standing Motion or
as otherwise may be necessary or appropriate.

³ Besides incorrectly asserting that the BSA lacks standing, the footnote includes other misstatements and
mischaracterizations. For example, the Standing Motion is not about whether “the Archdiocese holds on to its right to
pursue a stay enforcement action,” but whether the UCC has standing to pursue those rights. *See* Second Reply at 2:20.
It is likewise incorrect that “the BSA has no stake in preserving the Archdiocese’s rights that are at issue,” both because
the BSA is a creditor and because the inquiry is not whether the BSA has a stake in preserving those rights but whether
it could be affected by the dispute. *See id.* at 2:22-23. As yet another example, the footnote states that “[t]he BSA is
a joint tortfeasor with the Archdiocese and agreed to add the Archdiocese as an insured under the BSA’s insurance
policies, conferring upon the Archdiocese separate contractual rights,” but the actual facts are more nuanced and issues
remain in dispute, and none of that should be decided in connection with the Standing Motion. *See id.* at 2:23-24.

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2 has allowed the BSA to respond to the UCC’s argument and address the issue of its own standing
3 to object to the Standing Motion. Aug. 27, 2021 Hr’g Tr. at 12:6-11, 18:17-25, 19:1-15; Doc. 668,
4 Order. The BSA respectfully submits that it does have standing and that regardless it must be able
5 to protect its rights, for the reasons set forth below.⁴

6 **II. ARGUMENT**

7 “To have standing in bankruptcy court, [a party] must meet three requirements: (1) they
8 must meet statutory ‘party in interest’ requirements under § 1109(b) of the bankruptcy code;
9 (2) they must satisfy Article III constitutional requirements; and (3) they must meet federal court
10 prudential standing requirements.” *Motor Vehicle Cas. Co. v. Thorpe Insulation Co. (In re Thorpe*
11 *Insulation Co.)*, 677 F.3d 869, 884 (9th Cir. 2012). The BSA satisfies each of these requirements.⁵

12 **A. The BSA Is a Party in Interest under 11 U.S.C. § 1109(b)**

13 Section 1109(b) provides: “A party in interest, including the debtor, the trustee, a creditors’
14 committee, an equity security holders’ committee, a creditor, an equity security holder, or any
15 indenture trustee, may raise and may appear and be heard *on any issue* in a case under this chapter.”
16 11 U.S.C. § 1109(b) (emphases added). Although “party in interest” is not further defined by
17 statute, the list of parties in interest provided in section 1109(b) is illustrative, not exhaustive. *See*
18 *Thorpe*, 677 F.3d at 884. The “party in interest” concept is construed broadly and includes anyone
19 that has a legally protected interest that could be affected by the proceedings. *See id.*; *see also*
20 *Hasso v. Mozsgai (In re La Sierra Fin. Servs.)*, 290 B.R. 718, 728 (B.A.P. 9th Cir. 2002) (“A
21 third party claiming to hold a pecuniary interest in property is an ‘interested party’ under this
22 provision.”); *In re Alesha*, 162 B.R. 309, 315 (Bankr. D. Idaho 1993) (“Appearances in bankruptcy
23 cases are not limited to those creditors who file a proof of claim or are listed in the debtor’s
24 schedules. It is the existence of an interest potentially affected by the matter before the Court that

25 _____
26 ⁴ As the BSA was preparing this Supplemental Brief, the Debtor and the UCC filed their *Joint Motion of the Debtor*
27 *and Committee for Interim and Final Orders Approving Stipulation, Continuing Hearing, Shortening Notice, Setting*
28 *Objection Deadline, and Setting a Final Hearing* [Doc. 670]. Although, as noted above, this Supplemental Brief is
limited to addressing the BSA’s standing to object to the Standing Motion, the BSA reserves rights to address any and
all other issues as may be necessary or appropriate.

⁵ Notably, the UCC only asserts that the BSA fails to meet the third requirement, for prudential standing. Second
Reply at 2:17-24. Nonetheless, the BSA will briefly address the first two requirements as well, for “party in interest”
and Article III standing, out of an abundance of caution.

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2 determines standing.”).

3 Here, the BSA satisfies the section 1109(b) requirement because it is a creditor in this
4 bankruptcy case and has filed a proof of claim. See Claims Register, Case No. 19-00010 (listing
5 the BSA as Creditor 61964 and its Proof of Claim as No. 210);⁶ see generally 11 U.S.C. § 101(10)
6 (defining “creditor” to include an “entity that has a claim against the debtor that arose
7 [prepetition]”); 11 U.S.C. § 501(a) (“A creditor ... may file a proof of claim.”). That alone is
8 sufficient to establish “party in interest” standing. See 11 U.S.C. § 1109(b) (specifically listing “a
9 creditor” as a party in interest); *AI Int'l Holdings (BVI) Ltd v. MUFG Union Bank, N.A (In re The*
10 *Weinstein Company Holdings LLC)*, 595 B.R. 455, 463, 465 (Bankr. D. Del. 2018) (holding that a
11 party had standing under section 1109(b) and the right to be heard on any issue where there was
12 “no dispute that the [party] was a creditor; it filed a timely proof of claim”).

13 The BSA also satisfies this requirement because it has legally protected interests that could
14 be affected by the Standing Motion. See *Thorpe*, 677 F.3d at 885 (looking to the “real-world
15 impacts” of the matter in dispute, including increased litigation exposure, alteration of contractual
16 or other legal rights, and economic impacts). From the confusing and overreaching findings of fact
17 and conclusions of law proposed by the UCC in connection with the Standing Motion,⁷ to the fact
18 that the Standing Motion would authorize litigation against the BSA,⁸ to the fact that the entire
19 dispute centers on insurance policies issued to the BSA,⁹ the BSA’s rights are sufficiently affected

20 _____
21 ⁶ A copy of the proof of claim is attached as **Exhibit A** hereto for ease of reference.

22 ⁷ See, e.g., Doc. 625 at 2:24-3:7 (noting the UCC’s requested relief was “not well set out,” but that the UCC sought
23 “broad relief”); *id.* at 8:22-9:7 (arguing that the UCC’s “proposed Order contains findings of fact that are simply not
24 true”); Doc. 629 at 8:2-4, 14-28 (discussing the BSA’s concerns with the UCC’s proposed order).

25 ⁸ *Official Comm. of Unsecured Creditors of Grand Eagle Cos. Asea Brown Boveri, Inc.*, 313 B.R. at 224-25 (holding
26 that the debtor’s former shareholders and prepetition lenders that the committee sought to commence litigation against
27 had standing to object to the committee’s derivative standing); see also 11 U.S.C. § 362(a); H.R. Rep. No. 95-595, at
28 305 (1977), reprinted in 1978 U.S.C.C.A.N. 5963, 6296-97 (“[The automatic stay] gives the debtor a breathing spell
from his creditors.”); *Palmdale Hills Prop., LLC v. Lehman Commer. Paper, Inc. (In re Palmdale Hills Prop., LLC)*,
654 F.3d 868 (9th Cir. 2011) (lawsuit brought by a one debtor against another violates the latter’s automatic stay); see
generally Fed. R. Bankr. P. 7001 (listing actions that must be brought via adversary proceeding).

⁹ See, e.g., Doc. 616 at 1:24-25 (discussing “multiple insurance contracts issued to the Boy Scouts of America”); *id.*
at 5:5-6 (discussing “insurance policies issued to the BSA”); Doc. 631 at 1:21-22 (also discussing “policies issued to
the Boy Scouts of America”); *id.* at 1:25 (same); *accord* Doc. 625-1, at 2:7-8 (discussing “liability insurance policies
issued to the Boy Scouts of America (‘BSA’) as the named insured (‘BSA Policies’)”); *id.* at 6:21-26 (“The BSA
Policies are the property of the BSA’s bankruptcy estate. To pursue an action to compel the BSA’s insurers to provide
coverage would likely require the Archbishop to move to lift the stay in the BSA bankruptcy.”). See generally *Martinez*

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2 to establish a right to be heard. *See id.*; *see also Official Comm. of Unsecured Creditors of Grand*
3 *Eagle Cos. Asea Brown Boveri, Inc.*, 313 B.R. 219, 224-25 (N.D. Ohio 2004) (holding that because
4 the “[c]ase law interprets the statutory language ‘party in interest’ expansively,” former
5 shareholders had standing to object to the creditor committees’ standing to bring an avoidance
6 action) (citing *In re Hathaway Ranch Partnerships*, 116 B.R. 208, 213 (Bankr. C.D. Cal. 1990) (“I
7 conclude that § 1109(b) should be construed expansively to allow any party that can demonstrate
8 it has an interest in the bankruptcy case to appear and be heard.”)).¹⁰

9 Notably, the UCC itself has taken the position—including before this Court, in this
10 dispute—that it has the right to appear and be heard on any issue in the BSA Bankruptcy, citing to
11 section 1109(b) in support. *See* First Reply at 10:9-20. Considering that position, not to mention
12 the BSA’s status as a creditor in this case, the UCC cannot credibly dispute that the BSA is a party
13 in interest with standing here.¹¹

14 **B. The BSA Satisfies Article III Standing Requirements**

15 Article III standing generally looks to whether a party has an injury-in-fact. *See Thorpe*,
16 677 F.3d at 887; *see also California v. Bernhardt*, 460 F. Supp. 3d 875, 887 (N.D. Cal. 2020) (“The
17 Supreme Court has consistently recognized that threatened rather than actual injury can satisfy
18 Article III standing requirements.” (citing *Cent. Delta Water Agency v. United States*, 306 F.3d
19 938, 947-48 (9th Cir. 2002))). “As applied in the chapter 11 context, Article III standing exists
20 where ‘the participant holds a financial stake in the outcome of the proceeding such that the
21 participant has an appropriate incentive to participate in an adversarial form to protect his or her
22 interests.’” *See Thorpe*, 677 F.3d at 887 (citations omitted). Courts have described section 1109
23 standing and Article III standing as largely co-extensive. *See, e.g., id.* at 884; *In re Global Indus.*

24 _____
25 *v. OGA Charters, L.L.C. (In re OGA Charters, L.L.C.)*, 901 F.3d 599, 602-04 (5th Cir. 2018) (explaining that a debtor’s
insurance policies are property of its estate, even though others may have interests in certain rights under the policies).

26 ¹⁰ At the August 27, 2021 hearing, this Court quoted the decision of the bankruptcy court in *Grand Eagle*, which held
27 that: “Unless the (potential) defendant is a party in interest in the main case, that party should not be permitted to
28 participate in the main case.” *Official Comm. of Unsecured Creditors of Grand Eagle Cos. v. Asea Brown Boveri, Inc.*
(*In re Grand Eagle Cos.*), 310 B.R. 79, 85 (Bankr. N.D. Ohio 2004); *see also* Aug. 27, 2021 Hr’g Tr. 13:23-14:1. As
explained above, the BSA is a party in interest in the main case, at a minimum by virtue of its status as a creditor.

¹¹ Although the UCC argues that “no party objected to the Committee’s filings in the BSA case [on the basis of
standing],” First Reply at 10:9-10, it fails to mention that the BSA’s response to those filings is not yet due.

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2 *Techs.*, 645 F.3d at 211; *AI Int'l Holdings*, 595 B.R. at 465.

3 For similar reasons as to why it satisfies section 1109 standing, the BSA likewise satisfies
4 the Article III standing requirement. *Thorpe*, 677 F.3d at 884 (referring back to its discussion of
5 section 1109 standing and reasoning that the dispute “affects [the party’s] contractual rights, affects
6 their financial interests, and has the possibility of affecting their litigation rights in court”). The
7 BSA is a creditor in this case, and as such, as well as based on its rights in its insurance policies
8 and as a debtor in its own chapter 11 proceedings, it holds financial stakes in the outcome of the
9 Standing Motion, and is entitled to protect its interests.

10 **C. The BSA Meets Prudential Standing Requirements**

11 Prudential standing may look to issues like whether a party is asserting its own rights, which
12 involve more than just a generalized grievance, and arguably fall within the “zone of interests”
13 being protected. *See 167 E. William LLC v. Spielbauer (In re Spielbauer)*, 785 F. App’x 369, 372
14 (9th Cir. 2019); *see also Thorpe*, 677 F.3d at 888 (likening the “zone of interests” test for prudential
15 standing to the statutory standing requirements under section 1109). The BSA likewise satisfies
16 the prudential standing requirement. Again, the BSA is raising its own issues,¹² including issues
17 that are particular to it, and its rights are within the zone of interests at issue.¹³

18 Although the UCC cites *In re Quigley Co.*, 391 B.R. 695 (Bankr. S.D.N.Y. 2008) to suggest
19 the BSA has no rights to assert here, that case is distinguishable.¹⁴ *Quigley* only stands for the
20 proposition that a party in interest cannot assert third-party rights. *See id.* at 702, 704-05 (holding
21 that insurers should only be “raising the confirmation objections that directly affect their contractual
22 rights and interests”). Here though, the BSA does not seek to assert the rights of third parties, but
23 its *own* rights, both as a creditor of this Debtor, as well as the holder of the insurance policies in
24

25 ¹² For example, as a creditor in this case, the BSA has its own right to object to derivative standing based on the
26 proposed claims not being plausible and the costs of the proposed litigation outweighing any benefit, and the litigation
not being in the best interest of creditors of the estate.

27 ¹³ It should also be kept in mind that in objecting to the Standing Motion, the BSA is acting defensively, to preserve its
rights, and not raising affirmative causes of action.

28 ¹⁴ *In re Ofty Corp.*, 44 B.R. 479 (Bankr. D. Del. 1984), the only other case cited by the UCC in its footnote addressing
the BSA’s standing, likewise does not support the UCC’s position. In *Ofty*, the court concluded that the party at issue
did have a sufficient interest to establish standing. *Id.* at 481-82.

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2 dispute, which are property of the BSA’s estate and subject to the automatic stay in the BSA
3 Bankruptcy. For much the same reasons, the *Tower Park* case cited by the Court at the August 27th
4 hearing¹⁵—which held that a beneficiary of a trust that held two entities that were creditors of the
5 debtor lacked standing in the debtor’s bankruptcy case—does not bar the BSA’s standing here,
6 where the BSA itself is a creditor.¹⁶ Cf. *Hughes v. Tower Park Props., LLC (In re Tower Park*
7 *Props., LLC)*, 803 F.3d 450 (9th Cir. 2015).¹⁷

8 At the hearing, the Court also cited to *Moran v. LTV Steel Co. (In re LTV Steel Co.)*, 560
9 F.3d 449 (6th Cir. 2009). That case only concerns the “person aggrieved” standard for *appellate*
10 standing, and so should also be distinguished from the circumstances presented here, which involve
11 the broader standing rights that allow parties to be heard in the first instance in the main bankruptcy
12 case. *See id.* at 453-54. The court in *LTV Steel* specifically explained that the “person aggrieved”
13 doctrine of bankruptcy appellate standing “is ‘more limited than Article III standing or the
14 prudential requirements associated therewith.’” *Id.* (citation omitted).¹⁸ Accordingly, the BSA has
15 presented support for its standing under the circumstances involved here.

16 **III. CONCLUSION**

17 For all the reasons described above, the BSA maintains that it has standing to object to the
18 Standing Motion. The BSA is simply trying to protect its own rights, and can and should be heard
19 on this matter. If, however, the Court were unpersuaded, or if it would prefer not to reach the issue,
20 then the Court should recognize and make the record clear on the corresponding consequence—the
21 BSA cannot be bound, in any manner, by any rulings or other acts on or part of the Standing Motion.
22 *See Tower Park*, 803 F.3d at 458 (citing *Savage & Assocs. P.C. v. K&L Gates LLP (In re Teligent*,

23 ¹⁵ Aug. 27, 2021 Hr’g Tr. at 12:16-21.

24 ¹⁶ This is especially true because no other party adequately represents the BSA’s interests here, unlike the beneficiary
25 in *Tower Park*, who was adequately represented by the trustee of the trust. *In re Tower Park Props., LLC*, 803 F.3d at
463.

26 ¹⁷ Notably, *Tower Park* only addressed the section 1109(b) prong, declining to address the Article III and prudential
standing requirements. 803 F.3d at 456. To reiterate, the UCC has only challenged the BSA’s prudential standing.

27 ¹⁸ Accordingly, cases deciding appellate standing are not dispositive here. *See, e.g., In re Fondiller*, 707 F.2d 441,
28 443 (9th Cir. 1983) (noting that the “person aggrieved” test for bankruptcy appellate standing “springs from the nature
of bankruptcy litigation which almost always involves the interests of persons who are not formally parties to the
litigation” and that while standing within the bankruptcy court is broader, “appellate review [must] be limited” to a
subset of those “numerous persons [who] are to some degree interested” in “bankruptcy estate disputes”).

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Inc.), 640 F.3d 53, 61 (2d Cir. 2011), for the proposition that “because entity lacked standing to challenge the settlement in bankruptcy court, it was not estopped from asserting a defense challenging the validity of the agreement in another forum”).

WHEREFORE, the BSA continues to reserve all rights, requests that the Standing Motion be denied consistent with the reasons set forth herein and in the BSA’s Objection, and requests any other or further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED this 31st day of August 2021.

WHITE & CASE LLP

By: /s/ Erin Rosenberg
ERIN ROSENBERG
Attorneys for Boy Scouts of America

EXHIBIT A

Fill in this information to identify the case:

Debtor 1 Archbishop of Agana, a Corporation Sole
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court for the: _____ District of Guam
(State)
Case number 19-00010

FILED
DISTRICT COURT OF GUAM

AUG 13 2019 *CME*

JEANNE G. QUINATA
CLERK OF COURT

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?
Boy Scouts of America
 Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>Boy Scouts of America, Attn: Legal Department</u>	_____
Name _____	Name _____
<u>1325 W. Walnut Hill Lane</u>	_____
Number Street _____	Number Street _____
<u>Irving Texas 75015-2079</u>	_____
City State ZIP Code _____	City State ZIP Code _____
Contact phone <u>972-580-7897</u>	Contact phone _____
Contact email <u>steve.mcgowan@scouting.org</u>	Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
 MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

ORIGINAL

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ TBD -Unliquidated / Contingent. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

See Addendum

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/12/2019
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name	Steven	P.	McGowan
	First name	Middle name	Last name
Title	General Counsel		
Company	Boy Scouts of America		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	1325 W. Walnut Hill Lane		
	Number	Street	
	Irving	Texas	75015-2079
	City	State	ZIP Code
Contact phone	972-580-7897	Email	steve.mcgowan@scouting.org

Addendum to Proof of Claim of the Boy Scouts of America

1. This Addendum shall be deemed a part of and incorporated by reference in the attached proof of claim (together with this Addendum, the "Proof of Claim") filed by the Boy Scouts of America ("BSA") on behalf of itself, its local councils, and its affiliates, officers, directors, members, employees, volunteers, agents, advisors, successors and assigns (collectively, the "Claimant") against the Archbishop of Agana, a corporation sole ("AOA").

2. On January 16, 2019, AOA filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), commencing Case No. 19-00010 (the "Bankruptcy Case") in the Bankruptcy Division of the District Court of Guam (the "Court").

3. Claimant has been named as a co-defendant, together with AOA and various other parties, in approximately 140 complaints filed in Guam seeking compensatory damages in amounts up to multiple millions of dollars (the "Complaints").¹ Claimant believes that the case numbers and any other relevant identifying information related to the Complaints are known and in the possession of AOA; to the extent any further identifying information is required, BSA will work in good faith with AOA to provide such information. The Complaints, among other things, seek damages under various causes of action, e.g., child sexual abuse – *respondeat superior*, negligence, negligent supervision, negligent hiring and retention, and breach of fiduciary duty and/or confidential relationship, and additional damages arising from the alleged actions of individual sexual abuse perpetrators (the "Allegations"). The majority of the Complaints were filed in the District Court of Guam and remain subject to the Court's jurisdiction. While the remainder of the Complaints initially were filed in the Superior Court of Guam, each of such actions was subsequently transferred to the District Court of Guam, such that all of the Complaints are now pending in such jurisdiction. Due to the voluminous nature of Complaints and their related supporting documentation, as well as the Claimant's belief that both AOA and the Court are currently in possession of such Complaints and documentation, the Claimants have not attached them to this Proof of Claim. However, the Claimant will provide such Complaints and documentation upon request.

4. The Claimant files this Proof of Claim for and on account of any and all claims that the Claimant has or may have against AOA arising from or relating to the Allegations or similar allegations that may be asserted in the future in other legal actions, including, without limitation, any and all claims for contribution, indemnification and/or reimbursement on account of any and all losses it has incurred or may incur in the future, and any and all amounts for which it has become or may become liable in the future, arising from or relating to the Allegations, including, without limitation, (i) any and all fees, costs, expenses, awards, settlements and judgments relating to the any lawsuits, actions or claims that may have been filed, or may in the future be filed, in any jurisdiction against the Claimant arising from or relating to the Allegations, and (ii) any and all other loss contingencies that the Claimant has incurred or may incur in the future arising from or relating to the Allegations. The aggregate amount of such losses and liabilities is undetermined as of the date hereof and will be determined at a later date, subject to proof.

¹ Certain of the Complaints that were filed after the commencement of the Bankruptcy Case do not yet name AOA as a defendant.

5. If the Claimant's claim for contribution, indemnification and/or reimbursement is disallowed for any reason, the Claimant expressly reserves its right to assert a claim against AOA for subrogation. In the event that the Claimant asserts a claim for subrogation against AOA, such claim is asserted not in the Claimant's own right, but as subrogee of one or more of the plaintiffs in the sexual abuse litigation and/or as subrogee of one or more of plaintiffs in any other lawsuits, actions or claims that have been filed or may in the future be filed against the Claimant arising from or relating to the Allegations.

6. The filing of this Proof of Claim shall be without prejudice to the Claimant's rights and remedies under or in connection with any and all applicable insurance policies, including, without limitation, for any and all fees, costs, expenses, awards, settlements and judgments relating to the sexual abuse litigation and any other lawsuits, actions or claims that have been filed or may in the future be filed in any jurisdiction against the Claimant arising from or relating to the Allegations.

7. The claim asserted in this Proof of Claim is not subject to any setoff or counterclaim by AOA. The Claimant reserves any and all setoff rights to which it is entitled under section 553 of the Bankruptcy Code.

8. The Claimant hereby files this Proof of Claim pursuant to, and prior to, the claims bar date established by the *Order Fixing Time for Filing Proofs of Claims; Approving Proof of Claim Forms; Providing for Confidentiality Protocols; and Approving Form and Manner of Notice* [Docket No. 168] entered in the Bankruptcy Case on or about May 1, 2019. The filing of this Proof of Claim shall not constitute (a) a waiver or release of the Claimant's rights against any person, entity or property; (b) a consent by the Claimant to the jurisdiction of the Court with respect to matters other than the allowance of the Claim; (c) a waiver of the Claimant's right to have final orders in non-core matters entered only after *de novo* review by the District Court with respect to the Bankruptcy Case; (d) a waiver of the Claimant's right to move to withdraw the reference or otherwise challenge the jurisdiction of the Court, or to assert that the reference has already been withdrawn, with respect to (i) the subject matter of this Proof of Claim, (ii) any objection or other proceeding commenced with respect thereto, or (iii) any other proceeding commenced in the Bankruptcy Case against or otherwise involving the Claimant; (e) a waiver of the Claimant's right to a trial by jury in any proceeding so triable in the Bankruptcy Case or any case, controversy, or proceeding relating to such case; (f) an election of remedies; or (g) an admission that any amounts due to Claimant are not entitled to administrative expense priority. The Claimant expressly reserves all of its rights, remedies and defenses with respect to any action or claim that has been asserted or may in the future be asserted in any jurisdiction against the Claimant by AOA or any other party.

9. The Claimant reserves the right to (a) amend, supplement or withdraw this Proof of Claim at any time and (b) file additional proofs of claim on account of any additional claims.

10. All matters concerning this Proof of Claim, including notices and requests for information, should be addressed as follows:

Counsel for Boy Scouts of America

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