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CLERK
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

Clerk of Court
United States Bankruptcy Court
824 N. Market Street
Wilmington, DE 19801

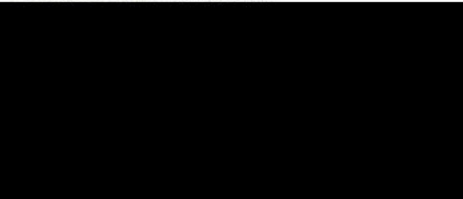
RE: In re Boy Scouts of America and Delaware BSA, LLC
Case No. 20-10343
March 4, 2026

Dear Clerk,

Please find enclosed for filing the attached request for judicial review of claimant's complaints against the law firm of Slater Slater Schulman and
MOTION FOR JUDICIAL RESOLUTION ORDER ALLOWING: (1) TERMINATION OF EXISTING CONTINGENCY FEE LEGAL SERVICES AGREEMENT WITH SLATER SLATER SCHULMAN LAW FIRM; (2) REQUEST FOR FEE FORFEITURE OR ALTERNATE QUANTUM MERUIT FEE FOR SERVICES RENDERED; (3) REQUEST FOR RELEASE OF SLATER SLATER SCHULMAN ATTORNEY LIEN AGAINST THE CLAIMANT'S SETTLEMENT MONIES (4) REQUEST FOR 100% OF FUNDS TO BE RELEASED TO THE CLAIMANT

This motion is being submitted by the undersigned pro se claimant in the above-referenced case.

Contact Information:



Thank you for your assistance.

Respectfully,

Ms. Y.
Pro Se Claimant
SST 

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2026 MAR -9 A 9:05

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

CLERK
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:

BOY SCOUTS OF AMERICA and DELAWARE BSA, LLC
Case No. 20-10343

MOTION FOR JUDICIAL RESOLUTION ORDER ALLOWING: (1) TERMINATION OF EXISTING CONTINGENCY FEE LEGAL SERVICES AGREEMENT WITH SLATER SLATER SCHULMAN LAW FIRM; (2) REQUEST FOR FEE FORFEITURE OR ALTERNATE QUANTUM MERUIT FEE FOR SERVICES RENDERED; (3) REQUEST FOR RELEASE OF SLATER SLATER SCHULMAN ATTORNEY LIEN AGAINST THE CLAIMANT'S SETTLEMENT MONIES (4) REQUEST FOR 100% OF FUNDS TO BE RELEASED TO THE CLAIMANT

Claimant: Ms. Y., Pro Se

BSA Claimant ID: SST [REDACTED]

JURISDICTION

1. The Court has 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. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Claimant confirms her consent, pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of a final order or judgment by the Court in connection with this Motion if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The Claimant brings this Motion pursuant to sections 7.7 and 8.16 of the Trust Agreement. As set forth more fully below, the Trust Agreement contains dispute resolution procedures that require disputes under the Trust Agreement to first be the subject of an informal resolution process that shall not exceed fifteen days, unless extended by the parties. Trust Agreement § 8.16. If the parties cannot resolve the dispute informally, the disputing party may invoke the formal dispute resolution process in the Trust Agreement by filing a motion in the Court requesting judicial resolution within seven days of receipt of the last counterparty's statement of position. Id.

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BACKGROUND

The Claimant hired and relied on law firm of Slater Slater Schulman (SSS) to prepare and submit her Boy Scouts of America (BSA) sexual abuse claim documentation accurately to the BSA Trust and to communicate regarding the status of the claim and settlement. SSS failed in all aspects of their representation. SSS was terminated by the claimant for cause, before settlement of the claim, due to negligence and mishandling of the claim, communication failures, unethical conduct, lying to the claimant, and charging unreasonable and unconscionable fees. SSS conduct culminated in extreme emotional hardship for the claimant. SSS then filed an attorney lien with the BSA Settlement Trust against the claimants' settlement funds and is preventing distribution of the settlement funds that have been approved through the BSA Trust over one year ago. Despite being terminated for cause, SSS continues to insist that they due a contingency fee payout, originally 40%, then 33%, and then 20%. SSS also continues to insist that they can only accept a percentage fee for their services and not quantum meruit – fee for services rendered. Due to the ethical misconduct by SSS attorneys, claimant has proposed to SSS quantum meruit fee for services rendered. Initially, claimant offered SSS \$1000.00 for the release of the attorney lien. Claimant then raised the offer to \$5000.00. Most recently, the claimant reduced the \$5000.00 offer to \$2000.00 after claimant became aware of additional ethical misconduct by SSS attorneys. Distribution of settlement funds remains pending solely due to the attorney fee dispute and lien on settlement funds. The BSA Trust notified the claimant on February 4, 2026, that claimant and SSS must resolve the dispute amongst themselves to reach an agreed partial or complete resolution. Once a resolution is agreed upon, the Trust must be notified of such agreed resolution in a writing signed by all parties. That writing should explicitly state where the Trust should distribute the money. **Attachment 1.**

Negotiations between SSS and the claimant are at an impasse. To resolve the disagreement between the claimant and SSS, claimant is filing this motion with the US Bankruptcy Court for the District of Delaware for judicial resolution.

Please note that the claimant filed an ethics complaint with the Suffolk County NY Grievance Committee on August 7, 2025. **Attachment 2.** On October 21, 2025, SSS responded to the claimant's grievance complaint. **Attachment 3.** On December 2, 2025, the claimant responded to the SSS letter. **Attachment 4.** On January 12, 2026, claimant submitted new and additional information to the Suffolk County Grievance Committee in support of her grievance. **Attachment 6.** The Suffolk Count NY Grievance Committee has accepted the complaint and is actively investigating.

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COMPLAINT

I. SSS is charging unreasonable and unconscionable fees.

SSS insists that they are due a contingency fee payment of 20% from claimant's sexual abuse settlement because of their co-founding of the Coalition of Abused Scouts for Justice (Coalition) and the work they performed on behalf of the Coalition. The Coalition is an ad hoc, self-appointed group of attorneys and law firms of which SSS was a co-founder and member of. (The Coalition is a separate group from the official victims and committee of the BSA Trust.). Claimant's position is that she should not be responsible for any fees related to the Coalition for the following reasons:

- 1) On October 1, 2020, claimant received a letter from SSS with an attached acceptance form requesting that the claimant sign the form to join the Coalition. **Attachment 6.** The letter also explained that the Coalition had hired two bankruptcy firms; "these two firms are being brought on at no cost to you and are being paid for by Slater Slater Schulman LLP and the other firms representing abuse survivors". The claimant did not want to join the Coalition. The claimant did not sign or return the form to SSS. However, SSS continues to insist that claimant owes them money for the Coalition's work. See October 21, 2025, letter from SSS partner attorney Ms. Jessica Smith, Esq. **Attachment 3.**
- 2) SSS attempted to bill the BSA Trust for 21 million dollars for the Coalition's work despite clearly stating that the Coalition's work comes at no expense to claimants. Judge Laurie Silverstein of the US Bankruptcy Court for the District of Delaware denied the Coalition's request on December 5, 2023.

Important points from Judge Silverstein order are as follows:

- * The fee reimbursement request "runs counter to the Coalition's representations to the court, and more importantly, to its members." In a 2020 court filing, Coalition attorneys wrote — in boldface letters — that they were being paid by the law firms that formed the group, and that abuse survivors "will not, in any way, be responsible for the fees of Coalition counsel." Judge Silverstein noted that if the fee request were granted, abuse survivors would, in fact, be paying part of the fee.
- * The Coalition's request "does not meet any standard for reimbursement of fees."
- * "More fundamentally, however, the Coalition's contribution did not transcend its self-interest,"
- * "Many services it rendered duplicated those of the official victims committee, while others were done for the benefit of the law firms, not the abuse survivor.
- * In conclusion, Judge Silverstein states, "The Coalition has not met its burden to prove that it provided a substantial contribution to the estate or even that Debtors' previous decisions to pay the Fees were a proper exercise of Debtors' business judgment.

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The Personal Injury (PI) Firms believed their strategy for the Boy Scouts of America bankruptcy case was the best for their clients and so they formed the Coalition. The PI Firms believed that the Coalition Professionals were the best advocates of their position and so instructed them to engage in every aspect of the case and duplicate the scope of an official committee. This was their prerogative. The only question is whether the Coalition's Professionals' Fees should be paid by anyone other than the PI Firms. The answer is no."

3) On January 13, 2025, The US District Court for the District of Delaware upheld Judge Silverstein's ruling. They denied the Coalition's appeal stating the "Coalition's disagreement with the Bankruptcy Courts decision is insufficient to obtain reversal on appeal, and it has not otherwise shown reversible error. The Bankruptcy Court acted within its discretion, and the Order should be affirmed."

Despite these two court rulings, the SSS Coalition email letter of October 1, 2020, stating that claimants are not responsible for the Coalitions fees **Attachment 6**, the SSS attorney lie form stating that "no fees were advanced for this claim" **Attachment 5**, and this claimant's refusal to sign and join the Coalition, **Attachment 6**, SSS continues to insist that this claimant should pay for the Coalition's work. Quoted below is an excerpt from the October 21, 2025, letter sent by Ms. Jessica Smith, Esq. and partner with SSS arguing why claimant should pay Coalition fees. **Attachment 3**.

"It would have been highly impractical and unduly burdensome to attempt to determine a fair quantum meruit award in Ms. Y.'s case because SSS's work on behalf of its clients exceeded the time devoted to submitting claims to the BSA Trust on behalf of individual clients. SSS began advocating for scouting abuse victims by participating in the Boy Scouts bankruptcy proceeding through its co-founding of the Coalition of Abused Scouts for Justice, which it formed to advocate for survivors alongside the officially sanctioned tort claimants' committee.

This Coalition negotiated with the debtors in the bankruptcy proceeding, which eventually led to the creation of the BSA Trust. Once the BSA Trust was formed, SSS then had to educate itself on its structure and operations, create systems to collect relevant client information, provide additional legal work for each individual claimant to the extent necessary, and prepare, submit and monitor each client's claims. SSS's foundational work in these areas benefited many individual scouting abuse victims, and each step was necessary to enable the firm to submit claims like Ms. Y.'s to the BSA Trust.

Allocating these efforts to a single claimant like Ms. Y. would be impractical and extremely burdensome. It would be difficult to quantify the total amount that SSS expended on pre-claim submission efforts.

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But even if an amount could be determined, it would need to be allocated among individual SSS clients. Even then, it is not clear that those expenses should be allocated *pro rata*, per claimant, per cause of action, or as a percentage of recovery.

Setting aside impracticability, a quantum meruit determination would be unfair to any single client who did not agree to finance SSS's efforts to recover for BSA Trust claimants generally, regardless of their recovery. Instead, individual clients like Ms. Y. agreed to a no-recovery, no-fee arrangement which allocated all the downside risk to SSS. With a fixed quantum meruit determination, Ms. Y. would have owed SSS a fixed sum even if she recovered no money whatsoever. Ms. Smith's attempt to reach an agreement to a fee representing a percentage of Ms. Yarrow's award from the BSA Trust was thus permissible under New York law, would avoid vexing quantum meruit questions, and keep in place the original risk allocation with Ms. Y". Ms. Smith did not violate any ethical rule in encouraging Ms. Y. to agree to such an arrangement."

Ms. Smith Esq. statement above seems to willfully violate Judge Silverstein's and the Appeals Court ruling. It certainly contradicts SSS's own statements regarding who pays for the Coalition's work. Ms. Smith's attorney lien also states that "no fees were advanced for this claim." Most importantly, the claimant was never a member of the Coalition so why should she be responsible for paying for their work? The claimant could have represented herself *pro se*, submitted the two documents herself, and received the exact same settlement. Many claimants in the BSA Abuse lawsuit are *pro se*. Considering these facts, it would seem SSS are a violation of NY State Rules of Professional Conduct 1.4 and 1.5.

4) Aside from SSS insistence that this claimant pay for the Coalition's work, SSS performed minimal work on claimant's claim, and it was of extremely low complexity and difficulty. It could easily have been performed by a paralegal or clerk. The work consisted of filing two forms electronically with the BSA Trust on behalf of the claimant and a written paragraph of legal research performed by a junior attorney, Ms. Lori Pittman. Additionally, Ms. Lori Pittman erased, omitted, and changed significant information in the claim that could have severely jeopardized the claimant's recovery had the claimant not caught the mistakes. **Attachment 7.** The claimant completed both forms in their entirety herself. **Attachment 8 and Attachment 9.**

Contrary to SSS assertion in their October 21, 2021, letter, there is nothing "impractical or extremely burdensome" in preparing a time record for this work from which SSS could be paid. SSS's work could easily be accounted for and billed utilizing quantum meruit fees for services rendered.

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5) SSS stated in an email on July 17, 2025 "that we have to agree to a percentage fee" and in another email on July 25, 2025 states "we can only agree to a percentage". Claimant asks, why must "we have to" and why "we can only"? What prevents a quantum meruit fee for work performed? Claimant interpreted SSS statement as if there must be a law that prevents this. On July 25, 2025, SSS asserts "New York mandates a retroactive reduction to 33.3%". What "mandates" the fee reduction to 33.3%? Claimant understands NY's 33% cap but nothing "mandates" the fee to be a percentage fee. Why could it not be quantum meruit fee for service?
Attachment 10.

Claimant's interpretation of both statements is that only a percentage fee is legal. That is why claimant previously requested SSS to produce the law about mandated contingency fees. Claimant is not an attorney; claimant is a Registered Nurse. This is how the claimant interpreted SSS's definitive statements. SSS never presented or discussed with claimant alternatives to a contingency fee arrangement or how to settle the legal fees after they were terminated. Claimant feels she has been misled and coerced by Ms. Smith and SSS strong armed tactics.

Claimant's recent research found that judges and courts generally rely on quantum meruit fee for services rendered to resolve fee disputes such as this, termination of the attorney well before settlement. What prevents SSS from agreeing to a quantum meruit fee for work performed since they were terminated before claimant's case was settled? The answer is nothing. SSS just makes more money by charging the claimant by way of a contingency fee.

II. Ms. Smith Esq. and SSS states in the same quote that "SSS was assuming a no-recovery, no-fee arrangement which allocated all the downside risk to SSS". The truth is there was never any downside risk of a "no-recovery" for SSS in the BSA Sexual Abuse lawsuit. The BSA never disputed the allegations of sexual abuse among its members by adult leaders. There was never any need for litigation by SSS or any law firms representing claimants. The BSA always acknowledged that they and their insurance companies would be compensating the abuse victims. (Claimant was a member of an Explorer Post which falls under the Boy Scouts of America organization.) It was an established fact that there would be a pay out to abuse victims. The only financial recovery variable was how much money BSA and insurance companies would be paying toward the abuse claims. This variable would impact how much money SSS would collect in contingency fees. This is not "downside risk", it is greed. Ms. Smith and SSS is attempting to use this statement to justify higher fees to obtain more money. SSS's statement is simply not true.

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III. SSS Contingency agreement states the following “The Client hereby further agrees not to settle this action in any manner without the attorneys’ written consent.” **Attachment 11.** That is an impermissible statement according to ethics law. A summary of the NY law states a contingency contract cannot state that the client needs the law firm’s consent to sign a settlement; a client always has the final say on whether to accept or reject a settlement. Any clause in a contract that tries to give the lawyer the power to settle and/or approve a settlement is invalid and unethical.

The client has the sole authority to make the final decision to settle, while the lawyer’s role is to provide advice and guide them through the process. The Client has the ultimate authority. The decision to settle is the client’s alone and needs no consent from their attorney. The lawyer can only advise, recommend, or explain settlement terms, but the client has the right to accept or reject any offer. A contract clause that strips the client of this right is unenforceable and goes against ethical rules that lawyers must abide by. Any attempt to prevent the client from settling on their own terms by insisting that consent of the law firm is required is illegal.

IV. SSS sent the claimant a contingency agreement stating a 40% contingency fee was due upon settlement of the case. Not knowing NY law and putting full trust in SSS, claimant signed the agreement. **Attachment 11.** Claimant has come to learn that NY State caps contingency fee recoveries at 33.3 %. NY State is one of only a handful of states that caps contingency fees. The vast majority of states have a 40% contingency fee.

Ms. Smith and SSS asserts in their letter of October 21, 2025, the following: “the retainer letter sent to Ms. Y. inadvertently provided for a 40% recovery figure, instead of the 33.3% recovery provided for by New York State. Ms. Smith had no role in sending the retainer letter, and the error was not attributable to her. Rather, it occurred because the case was originated by SSS’s Pennsylvania office (as reflected by the fact that the retainer letter bore SSS’s Pennsylvania address of 101 West Elm Street, Suite 215, Conshocken, Pa. 19428), (Exhibit B at 14), and Pennsylvania permits a 40% recovery on personal injury tort cases.” This explanation is a lie. Mr. Leder Esq. of SSS did the claimant’s “onboarding” from his office in Melville, NY. He completed the claimant’s Identifying Information form over the telephone. The form included claimant’s address and state of NY. Mr. Leder clearly knew that the claimant resided in NY State. Mr. Leder’s office is located in Melville, NY, a main location of SSS and one of two SSS offices in NY State. Mr. Leder is not admitted to practice law in Pennsylvania. However, it is Mr. Adam Slater Esq. of SSS whose name appears on claimant’s Identifying Information Form and Proof of Claim, **Attachment 8 and Attachment 9.** Mr. Slater is admitted to practice law in New York and Pennsylvania.

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All of the claimant's contact was with SSS office in Melville, NY. To say the claimant's "case was originated by SSS's Pennsylvania office" because there is a Pennsylvania address on the agreement and then further explain that is why the contingency agreement states a 40% fee, is a blatant lie

Rather, this is an excuse to cover up the fact that Mr. Linc Leder Esq. and or Mr. Adam Slater Esq. of SSS would have liked to recover a 40% fee from the claimant, and possibly their other NY clients, instead of the 33.3% that New York allows. It is a searchable fact that over 3,000 BSA sexual abuse claims came from NY State and is the second most claims from any state in the US except California. That would be a very good reason why senior management at SSS might try to recover a 40% contingency fee from its NY clients. If caught in this scheme, an easy excuse is for SSS to attribute the error to the "case was originated in the Pennsylvania office", or another state, that permits a 40% contingency fee, just as they did in this claimant's case.

This claimant was able to find another SSS BSA Sexual Abuse contingency agreement online. **Attachment 12.** Here, the firm of Liakas Law, P.C., 65 Broadway, 14th Floor, New York, NY 10006, referred the case to SSS. Despite SSS having two offices in N.Y; one in NY City and one in Melville, Long Island, NY, SSS routed this claim to the SSS Pennsylvania office where they could charge a 40% contingency fee vs 33.3% in New York. SSS may have engaged in this practice with hundreds of other New York claims.

Additionally, the DocuSign email delivery information which contained claimant's SSS contingency agreement states that the email originated from SSS's Melville, NY office address. **Attachment 13.**

V. In June 2024, the Honorable Barbara J. Houser (Ret.) (the Trustee), in her capacity as trustee of the BSA Settlement Trust (the Trust), filed a notice to apprise the Court of irregularities that the Trust identified in the Claims of Slater Slater Schulman. **Attachment 14.** Thus, the Trust paused the processing of all SSS claims while the irregularities were investigated. Secretly, SSS acknowledged to the Trust that there were procedural and factual problems with their claim submissions. As a result of the investigation into SSS and at the expense of SSS, a Neutral was hired to review all claims SSS submitted to the Trust. The extra steps that the SSS claims had to undergo caused months of delays with the processing of all their claims, including this claimants.

Ms. Smith, Mr. Leder, Mr. Slater, nor anyone at SSS communicated to the claimant that all of Slater Slater Schulman BSA abuse claims were on hold and under investigation for fraud by Judge Houser and the BSA Trust. According to NYS Rules of Professional Conduct 1.4,

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Ms. Smith, Mr. Leder, and Mr. Slater had an ethical obligation to communicate this important information to the claimant. Ms. Smith and Mr. Leder deliberately lied and withheld this information from the claimant for 9 months until claimant terminated SSS on February 3, 2025.

Even on February 3, 2025, when claimant terminated SSS, she was not aware SSS was under investigation for fraud. During the time span from June 2024 when Judge Houser placed a hold on the processing of all SSS claims due to "irregularities" through the time when the claimant terminated SSS on February 3, 2025, Mr. Leder Esq. and Ms. Smith Esq. willfully lied to and mislead the claimant by saying that her claim was being processed, that they would continue to advocate on the claimants behalf, that when claimant requested them to contact the BSA Trust, they had done so but had not received a response, and that the Trust would not speak with SSS attorneys or the claimant when the claimant requested a phone conversation. **Attachment 15.** Had claimant known that SSS was under investigation for fraud beginning June 2024, the claimant would have terminated SSS immediately and not waited 9 more months to do so. SSS violated NYS Rules of Profession Conduct 1.4. Claimant would never accept representation from an attorney or law firm that was under investigation for fraud.

On September 9, 2025, SSS sent an email to their BSA clients. **Attachment 16.** In this letter, SSS admits to the "irregularities" with their claims and provided a 10% fee reduction to their clients.

CONCLUSION

The SSS law firm deliberately misled, lied, and attempted to use strong arm tactics with this claimant in an effort to squeeze out more settlement money for themselves. The emotional distress caused by having to defend herself against this predatory law firm has traumatized the claimant further. It has reopened many of the claimant's emotional wounds. Given the serious ethical misconduct noted here against the SSS law firm, the claimant respectfully makes the following request:

MOTION FOR JUDICIAL RESOLUTION ORDER ALLOWING:

(1) TERMINATION OF EXISTING CONTINGENCY FEE LEGAL SERVICES AGREEMENT WITH SLATER SLATER SCHULMAN LAW FIRM.

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(2) FEE FORFEITURE OR ALTERNATE QUANTUM MERUIT FEE FOR SERVICES RENDERED BY SLATER SLATER SCHULMAN OF NO MORE THAN THE CLAIMANT'S CURRENT OFFER OF \$2000.00.

(3) RELEASE OF SLATER SLATER SCHULMAN ATTORNEY LIEN AGAINST THE CLAIMANT'S SETTLEMENT MONIES.

(4) REQUEST FOR 100% OF FUNDS TO BE RELEASED TO THE CLAIMANT.

(5) ANY ADDITIONAL RELIEF THIS COURT FEELS APPROPRIATE.

Dated: March 4, 2026

Ms. Y.
Pro Se Claimant
SST [REDACTED]

RECEIVED
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19 BANKRUPTCY COURT
DISTRICT OF DELAWARE

CERTIFICATE OF SERVICE

I certify that I have served counsel by email to:

Slater Slater Schulman LLP

Jonathan Schulman
Joseph Slater
445 Broad Hollow Road, Suite 419
Melville, NY 11474
Telephone: 631-420-9300
Email: jslater@sssfirm.com
jschulman@sssfirm.com

**Attorneys for the Honorable Barbara J. Houser (Ret.), in her capacity as Trustee of the
BSA Settlement Trust**

Gilbert LLP

Emily Grim
SarahSrader
700 Pennsylvania Avenue, SE
Suite 400
Washington, DC 20003
Telephone: 202-772-2200
Email: grime@gilbertlegal.com
sraderss@gilbertlegal.com

This 4th day March, 2026


Pro Se Claimant


Attachment 1

From: Scouting Settlement Trust Info info@scoutingsettlementtrust.com
Subject: Scouting Settlement Trust | Updated Attorney Lien Process
Date: Feb 4, 2026 at 9:04:14 AM

The Trust previously notified you that a third party was asserting an obligation against you. The Trust has not been notified of resolution of this obligation.

We are writing to inform you that the Trust has made updates to the resolution process for this obligation. Under this new process, you must still work with the lien holder to reach an agreed partial or complete resolution. Once a resolution is agreed upon, please notify the Trust of such agreed resolution in a writing signed by all parties. That writing should explicitly state where the Trust should distribute the money.

The Trust previously advised that we will only distribute the money to one individual or entity after full resolution is reached. Under this new process, the Trust may release money to both your former attorney and to yourself. Also, if complete resolution is not possible, it may distribute the undisputed portion of funds while the parties resolve their attorney lien dispute.

The previous 90-day timeline to resolve the dispute is no longer applicable.

As a reminder, a payment hold will remain on your Claim until the Trust is notified of partial or complete resolution of the lien. You must work with your former attorney to resolve the attorney lien.

Regards,

Scouting Settlement Trust Team

[Link to the Scouting Settlement Trust Website](#)

[Link to the Scouting Settlement Trust FAQs](#)

The information transmitted, including any attachments, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited, and all liability arising therefrom is disclaimed. If you received this in error, please contact the sender and delete the material from any computer.

From: Scouting Settlement Trust info@scoutingsettlementtrust.com
Subject: RE: File SST [REDACTED]
Date: Oct 20, 2025 at 5:47:47 PM
To: [REDACTED]
[REDACTED]

Thank you for contacting the Scouting Settlement Trust and for your patience. The deadline for lien resolution has been extended an additional 90 days. Please note that if resolution cannot be reached within 90 days of the original deadline (1/19/2026), the Trust may interplead the funds with a court of competent jurisdiction.

Additionally, please note that we have reopened the Additional Information Request ("AIR") for your Claim in the portal until a resolution is agreed upon and a signed resolution is submitted to the Trust. We kindly request that you do not resolve the AIR in the portal unless you have provided a signed resolution to the Trust. While the AIR is outstanding, you should have the ability to upload the attached documents to your Claim, should you choose to do so.

Regards,
Scouting Settlement Trust Team

[Link to the Scouting Settlement Trust Website](#)

[Link to the Scouting Settlement Trust FAQs](#)

The information transmitted, including any attachments, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited, and all liability arising therefrom is disclaimed. If you received this in error, please contact the sender and delete the material from any computer.

----- Original Message -----

From: [REDACTED]

Sent: 10/18/2025, 10:36 AM

To: info@scoutingsettlementtrust.com

Subject: File SST [REDACTED]

To who it may concern,

Please open my file so I may upload further information to the documents section of my claim file before the due date of October 21, 2025. I am in a fee dispute with my former attorney, Ms. Jessica Smith of Slater Slater Schulman. The Settlement Trust has given us until October 21, 2025 to resolve our dispute or the Trust may interplead my case with the Court.

I have attempted to communicate with Jessica Smith on multiple occasions but she has ceased responding to me. Please see attached email attempts. I have also emailed and called Linc Leder and Adam Slater, Partners at the law firm of Slater, Slater Schulman. Neither of them have responded to me. Please see "cc" on the attached emails. When I called Slater, Slater Schulman, I was told to speak with either Linc Leder or Adam Slater if Jessica Smith did not respond to me.

I respectfully request now that the Settlement Trust release the Attorney lien that was placed on my claim settlement by Jessica Smith and Slater Slater Schulman.

Additionally, please direct all settlement monies due now and in the future to me.

I have worked diligently and in good faith to resolve our fee dispute within the time frame provided by the Trust. The lack of response and carelessness from Jessica Smith and Slater Slater Schulman is just another example of the difficulties I encountered while working with this law firm and why they were terminated.

I have suffered greatly through my entire life because of my sexual abuse. I have spent thousands of dollars on therapeutic professionals in hopes of healing some of the emotional wounds caused by the abuse. I see the settlement money that I

am to receive as a way for me to recoup some of the out of pocket money I spent and to try to live out the final years of my life with some peace and financial stability. Please do not make me spend it on court and attorney fees by interpleading my claim with the court. Please release me from the lien.

Sincerely yours,

Begin forwarded message:

From:

Date: September 15, 2025 at 10:52:53AM EDT

To: Info@scoutingsettlementtrust.com

Subject: File SST 387075

Please add the files below to my case documents. The New York State Attorney's office for the 10th Judicial District has accepted my complaint about unethical behavior by Attorney Jessica Smith with Slater Slater Schulman and have opened an investigation. I have also been trying to resolve the fee dispute/ attorney lien with her directly. Please do not interplead the funds with the court.

Thank you.

The information transmitted, including any attachments, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited, and all liability arising therefrom is disclaimed. If you received this in error, please contact the sender and delete the material from any computer.



To: Jessica, aslater@sssfirm.com, Linc >

12:34 PM

Re: Slater Slater Schulman LLP Case# 000[REDACTED] - [REDACTED]

Dear Ms. Smith,

This is my fourth attempt to reach you or someone at Slater Slater Schulman concerning settlement of this fee matter. I have also called Slater Slater Schulman on two occasions and requested to have you and Linc Leder return my call. I have not received a return call or voice mail to date. The Settlement Trust gave us until October 22, 2025 to resolve our fee dispute. Since you and your firm are refusing to respond to my counter offer below and have refused to respond to the Suffolk County Grievance Committee, I will be asking the Settlement Trust and or the Court to which my case may be inter-pleaded to, to release me from the Attorney lien and distribute all current and future settlement monies to me.

Sincerely,

[REDACTED] Y [REDACTED]

On Sep 26, 2025, at 12:39PM, [REDACTED]@gmail.com> wrote:

Dear Ms. Smith,

This is my third attempt to reach you concerning this matter. Please see below.

Thank you,

[REDACTED] Y [REDACTED]

On Sep 15, 2025, at 10:26 AM, [REDACTED]@gmail.com> wrote:

Dear Ms. Smith,

Please respond to my offer below. As you probably are aware by now, the Suffolk County Grievance Committee has accepted my complaint against you and has opened an investigation. By accepting my offer, you can avoid this matter going any



Attachment 2

2

Supreme Court of the State of New York
Appellate Division: Second Judicial Department

GRIEVANCE COMMITTEE COMPLAINT FORM

Date:

8/7/2025

COMPLAINANT INFORMATION:

Your Name:

(Last)

(First)

(Initial)

Address:

(Street)

(Apt. #)

(City)

(County)

(State)

(Zip Code)

Telephone: (Cell/Home)

(Business)

Email Address:

ATTORNEY COMPLAINED OF:

Name:

(Last)

(First)

(Initial)

Address:

(Street)

(Apt. #)

(City)

(County)

(State)

(Zip Code)

Telephone: (Business)

(Cell)

Email Address:

DATE YOU HIRED/RETAINED ATTORNEY (If Applicable):

7/24/2020

CONTACT WITH OTHER AGENCIES

Have you contacted any other agency, such as a Bar Association or District Attorney's Office, concerning this matter? Yes ☒ No ☐

If so, state the name of the agency: Suffolk County Bar Fee Dispute Resolution
 What action was taken by the agency? pending

COURT ACTION TAKEN BY YOU AGAINST THE ATTORNEY

Have you taken any civil or criminal action against the attorney? Yes ☐ No ☒

If so, please name the court and provide the index number: _____

What is the status of the matter and/or what action was taken by the Court? _____

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ALLEGATIONS

Explain your complaint against the attorney in as much detail as possible. Please be sure to include the following information: Was the attorney paid any money, and if so, how much? What legal services did the attorney agree to perform? What work did the attorney do? What conduct did the attorney engage in that you believe was improper? Please provide a digital copy of all relevant documents, including the retainer agreement, written communications (letters and emails) to and from the attorney, and the names of any witnesses and their contact information (address, telephone number, and email).

Please see attached 2 page
"Summary of Fee Dispute and
Grievance Complaint Against
Slater Slater Schulman" and
all supporting documents.

Note: Unsigned complaints will not be processed.

 Please Sign Here

If you need additional space to complete the "allegations" section you may continue on a separate document (preferably using Word), which can be emailed or submitted as an attachment to your complaint.

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Summary of Fee Dispute and Grievance Complaint Against Slater Slater Schulman

I [REDACTED], am writing to the Suffolk County, New York Attorney Grievance Committee on August 7, 2025 to lodge a complaint about attorneys Linc Leder, Jessica Smith, Laurie Pittman, and the law firm of Slater Slater Schulman (SSS) of Melville, NY

I entered into a retainer/contingency agreement with SSS on July 24, 2020, to represent me in my sexual abuse claim in the class action lawsuit against the Boy Scouts of America. Attachment 1. I did not pay any money upfront or over the course of their representation of me. SSS did not incur any expenses on my behalf which they noted on the Trust Attorney Lien Form. Attachment 2

I terminated SSS on February 3, 2025, for "cause" and before any settlement of my claim with Boy Scout Settlement Trust. (Trust) I had never been notified that my claim was accepted by the Trust, I nor SSS had negotiated with the Trust in any way, and I nor SSS had signed any settlement with the Trust. There had been no communication from the Trust to me or SSS. (The Trust was the entity that was overseeing the claims and settlement process for the class action suit.)

History of SSS Representation: On May 5, 2020, I spoke on the phone with Linc Leder from SSS and completed the Identifying Information form. Linc stated that there was no charge or obligation on my part for completing the form or speaking with him. He would use the form solely to determine whether to accept my claim. Attachment 3

From July 24, 2020, when I signed the SSS retainer/contingency agreement through February 3, 2025, SSS filed two forms electronically with the Trust on my behalf. I completed both forms in their entirety myself. There were two pages of law information on pages 5 and 6 of the second form which was provided by Lori Pittman, a junior level attorney at SSS. Attachment 4.

The two forms consisted of:

1. "Sexual Abuse Survivor Proof of Claim" form filed on May 26, 2020. Attachment 5.
2. "Scouting Settlement" form completed December 15, 2023. Attachment 6.

Without my knowledge or consent, SSS made multiple changes, typos, and erased portions of my statements in my claim form. Attachment 7. I emailed to SSS all newspaper articles, pictures, and documents that I had saved for over 45 years, which were able to definitively support my sexual abuse claim. SSS never performed any research, interviews, investigations, or took any other action on my behalf over the 4.5 years they represented me other than what is described here.

My claim with the Trust was officially filed on December 26, 2023. From December 26, 2023, through SSS's termination on February 3, 2025, they performed no work on my case. During this time, I asked SSS to follow up on the status of my claim. They basically refused. Attachment 8.

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I contacted the Trust myself and was told that they could not communicate with me because I was represented by an attorney. Due to SSS's extremely poor performance, I terminated them on February 3, 2025. I completed the Trust Attorney Change Form and mailed SSS a certified letter informing them they were terminated, requested they send me a copy of my file, and a final itemized invoice for their work. Attachment 9 and 10. I was now able to communicate directly with the Trust.

On July 9, 2025, I received a brief email from SSS stating they had placed an attorney lien on my claim with the Trust. Attachment 11. On July 23, 2025, I received notice from the Trust that I must resolve the attorney lien by October 21, 2025, or my case will be "dead".

Complaints against SSS: Upon reviewing the retainer/contingency agreement that I had signed with SSS, I realized the following:

1. SSS had not signed the retainer agreement. I was the only signor. It is my understanding that New York law requires both the attorney and client to sign the retainer agreement to make it a valid and enforceable agreement.
2. The SSS retainer agreement is silent on "termination". There is no guidance on how fees should be handled under circumstances where the client terminates the attorney, whether for cause or no cause, before the settlement of the claim.
3. The work that SSS performed was minimal and extremely low complexity and difficulty. SSS's request for 40%, then 33.3% and then 20% of the settlement money is unconscionable and unethical for the work they performed. Attachment 12.
4. SSS was sloppy, careless, and incompetent with my claim when they erased and changed phrases, omitted information that I had previously included, and did not fix typos as requested. Had I not caught the mistakes, they could have affected the outcome of my claim. This supports termination for "cause".
5. SSS was unwilling to represent me with the Trust when I asked. This supports termination for "cause".
6. SSS has refused to provide ANY itemized records of their work, whether it be "time stamped" or an itemized estimate. Attachment 13.
7. SSS, particularly Jessica Smith, is trying to convince me that by law, I must pay them a percentage of the money that I recover. Attachment 14. All the information that I have read states that the standard way to determine outstanding fees owed to an attorney after termination of a contingency agreement and before case settlement is based on quantum meruit or the reasonable value of service rendered. I think it is deliberate that SSS did not include a client termination clause in their retainer agreement just to deceive clients into thinking that they cannot terminate their attorney and that they owe SSS the contingency fee no matter what.

Based on the facts noted in this summary, I feel that SSS attorney's Linc Leder, Lori Pittman, and Jessica Smith, have behaved unethically. Jessica Smith has been most egregious in violating the ethical standards required of an attorney practicing in New York State.

Attachment 3

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MORVILLO ABRAMOWITZ GRAND IASON & ANELLO P.C.

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 RICHARD F. ALBERT
 ROBERT J. ANELLO*
 KATHLEEN E. CASSIDY
 BENJAMIN S. FISCHER
 CATHERINE M. FOTI
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October 21, 2025

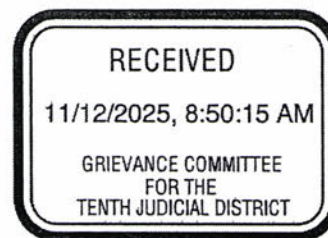
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 JOHN J. TIGUE, JR.
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VIA E-MAIL – ad2-grv10@nycourts.gov

Ian P. Barry
 State of New York Grievance Committee
 Tenth Judicial District
 150 Motor Parkway, Suite 306
 Hauppauge, NY 11178



Re: Jessica D. Smith, Esq., File No. S-1385-25

Dear Mr. Barry:

This firm represents Jessica D. Smith, Esq. in connection with the above-referenced matter. I write in response to your letter dated September 8, 2025,¹ concerning an investigation that the Attorney Grievance Committee for the Tenth Judicial District (the "Committee") has opened based on a complaint filed by ██████. Y█████ a former client of Slater, Slater Schulman, LLP ("SSS"), where Ms. Smith is a non-equity partner (the "Complaint").²

Ms. Smith vehemently denies that she acted inappropriately, let alone that she violated the Rules of Professional Responsibility. As the Complaint makes clear, Ms. Y█████ retained and worked with other SSS attorneys, and Ms. Smith became involved with the matter after Ms. Y█████ expressed dissatisfaction with SSS's representation. Ms. Smith had limited communications with Ms. Y█████ before the client terminated the attorney-client relationship, and thereafter communicated with Ms. Y█████ regarding an attorney's lien asserted by SSS. At bottom, this is a fee dispute between Ms. Y█████ and SSS. Given that Ms. Y█████ has already requested binding fee arbitration through the Suffolk County Bar Association Fee Dispute

¹ On September 16, 2025, Janet McQueeney informed me that you had granted my request to extend, until October 14, 2025, Ms. Smith's time to respond. On October 9, I requested a further extension to October 21, 2025, which was also granted.

² Ms. Smith's completed background questionnaire is attached as Exhibit A.

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Resolution Program, I respectfully request that the Committee dismiss the Complaint and refer the dispute to that forum.³

FACTUAL BACKGROUND

Ms. Smith is a 2012 graduate of Maurice A. Deane School of Law at Hofstra University. In 2017, she joined SSS, a national firm with over four decades of experience representing and obtaining compensation for victims of traumatic events, as an associate. Ms. Smith was promoted to Managing Attorney in January 2021, and became a non-equity partner in February 2024. Since joining SSS, Ms. Smith has handled numerous claims for victims of the 9/11 attacks, survivors of sexual abuse at the hands of a medical professional, and other prominent mass tort cases. She also helped oversee SSS's representation of victims seeking compensation for abuse connected to the Boy Scouts of America through the Boy Scouts of America Scouting Settlement Trust (the "BSA Trust").⁴

On July 24, 2020, Ms. Y█████ engaged SSS to pursue her abuse claims against the Boy Scouts of America and its affiliates. (See Exhibit B at 14-15).⁵ Two days later, on July 26, 2020, SSS submitted her proof of claim in the Boy Scouts bankruptcy case pending in bankruptcy court in the District of Delaware. (*Id.* at 31-42). Later, after the BSA Trust was established, SSS worked with Ms. Y█████ to submit a claim to the BSA Trust on or about December 26, 2023. (See *Id.* at 9, 43-81). Although Ms. Smith worked on BSA Trust matters for SSS,⁶ she was not involved in pre-engagement discussions with Ms. Y█████; did not send SSS's retainer agreement to Ms. Y█████; and did not prepare, submit, or supervise the submission of Ms. Y█████ claim. Ms. Y█████ Complaint does not allege that Ms. Smith did. Rather, SSS equity partner Adam Slater is listed as her counsel of record and SSS attorneys Linc Leder and Lori Pittman were primarily responsible for Ms. Y█████ claim. (See Exhibit B at 19, 33, 82-87).

³ To the extent that Ms. Y█████ complaint refers to any other attorneys, I take no position on those allegations as I only represent Ms. Smith.

⁴ The BSA Trust was created as part of the Boy Scouts of America's Chapter 11 bankruptcy proceeding pending in the District of Delaware. See <https://www.scoutingsettlementtrust.com>.

⁵ For ease of reference, Exhibit B to this letter is a copy of Ms. Y█████'s Complaint and supporting documents with consecutive page numbers for ease of reference. Citations in the form "Exhibit B at ____" refer to this consecutively paginated version of the Complaint.

⁶ SSS's records show that Ms. Smith sent text messages to Ms. Y█████ on November 30, 2021 and December 10, 2021. These messages transmitted the details of a webinar and a town hall meeting to over 10,000 SSS BSA Trust clients. Ms. Smith was on maternity leave at the time these text messages were sent and believes someone else at the firm likely sent the messages. Regardless, they do not reflect Ms. Smith's substantive engagement with Ms. Y█████ claim.

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Between June 18, 2024, and January 29, 2025, Ms. Y [REDACTED] sent numerous emails to Mr. Slater, Mr. Leder, and Ms. Pittman complaining about the apparent lack of progress with her claim. (See Exhibit B at 82-90). Ms. Smith's first contact with Ms. Y [REDACTED] was a February 3, 2025 email responding to Ms. Y [REDACTED] concerns regarding the delay in processing her claim. (*Id.* at 89). Ms. Smith introduced herself to Ms. Y [REDACTED] noted that the firm was doing what they could to advocate on her behalf, and offered to schedule a call with Ms. Y [REDACTED] to discuss her claim. (*Id.*) Ms. Y [REDACTED] then asked Ms. Smith to schedule a three-way call with her and the BSA Trust, or to call the BSA Trust on her behalf. (*Id.*) Ms. Smith responded by informing Ms. Y [REDACTED] that based on her experience, the BSA Trust did not engage in direct communication with claimants or attorneys representing claimants. (*Id.* at 89-90). Finally, Ms. Smith assured Ms. Y [REDACTED] that she would provide information regarding Ms. Y [REDACTED] claim as soon as it became available. (*Id.* at 90.)

That same day, Ms. Y [REDACTED] executed a BSA Trust change of attorney form, stating that she had chosen to represent herself. (Exhibit B at 91-93). Ms. Y [REDACTED] separately informed SSS of the termination by email dated April 18, 2025. (*Id.* at 94).

On June 27, 2025, Ms. Smith filed an Attorney Lien Notification Form with the BSA Trust on behalf of SSS. (Exhibit B at 16-18.). The lien sought fees for "legal services rendered" and noted that although the retainer agreement provided for a contingency fee of "40% of the claim award," SSS's fee was subject to the regulatory 33.33% cap on contingency fees. (*Id.*).⁷

After being notified of the lien, Ms. Y [REDACTED] requested that SSS release it and, in lieu of a percentage award, asked for time billing records to determine a fee on a quantum meruit basis. (Exhibit B at 95-106). On behalf of SSS, Ms. Smith responded that the firm does not bill on an hourly basis and therefore does not maintain contemporaneous time records. (*Id.* at 98). On July 17, 2025, Ms. Y [REDACTED] sent Ms. Smith an email outlining several objections to SSS's lien. (*Id.* at 103-04). Ms. Y [REDACTED] also questioned the complexity of the work SSS performed on her behalf and offered to resolve the dispute for a flat fee of \$1,000. (*Id.*) Ms. Y [REDACTED] threatened that if her offer was not accepted, she would file an ethics complaint with the Committee. (*Id.*) After consulting with an equity partner, Ms. Smith responded that SSS had reviewed Ms. Y [REDACTED] request, that the firm believed that the retainer agreement was valid, and that, to resolve the dispute, SSS would reduce the fee provided for by the retainer agreement to 20% of any award. (Exhibit B at 96). Ms. Y [REDACTED] declined SSS's offer.

⁷ As described above, Ms. Smith was not involved in Ms. Y [REDACTED] claim until years after Ms. Y [REDACTED] had retained SSS. Thus, she was unaware that Ms. Y [REDACTED]'s retainer agreement was with the firm's Pennsylvania office and provided for a fee above the 33.33% contingency permitted for New York clients. As discussed below, Ms. Smith promptly made clear that the firm was not seeking to collect the 40% fee.

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On August 7, 2025, Ms. Y [REDACTED] submitted her Complaint to the Committee. (Exhibit B at 7). That same day, Ms. Y [REDACTED] also completed a Request for Fee Dispute Resolution from the Suffolk County Bar Fee Dispute Resolution program and consented to have her fee dispute resolved by binding arbitration under that program. (*Id.* at 11-13).

On August 29, 2025, Ms. Y [REDACTED] again wrote to Ms. Smith, reiterating her objections, and raising her settlement offer to 5% or \$5,000. (Exhibit C at 3).⁸ Ms. Y [REDACTED] sent Ms. Smith another email on September 15, 2025, noting that the Committee had accepted her Complaint, and that “[b]y accepting my offer, you can avoid this matter going any further.” (*Id.* at 1).

ALLEGED ETHICAL VIOLATIONS

The Complaint does not allege any unethical behavior by Ms. Smith. As set forth in the Complaint, Ms. Smith came to Ms. Y [REDACTED] matter years after Ms. Y [REDACTED] engaged SSS, and had very limited contact with her before Ms. Y [REDACTED] terminated SSS. The gravamen of the Complaint relates to Ms. Smith’s assertion of an attorney lien with the BSA Trust after Ms. Y [REDACTED] had terminated the firm, and responding to Ms. Y [REDACTED] attempt to negotiate the release of that lien. Further, to the extent that the Complaint can be read as alleging a violation of Rule 1.5(a) of the Rules of Professional Conduct for charging an impermissibly high fee, the facts alleged by Ms. Y [REDACTED] make clear that Ms. Smith did not agree to charge or attempt to collect an unconscionable or excessive fee.

Under these circumstances, this matter should be referred to the Suffolk County Bar Association Fee Dispute Resolution Program—the forum already selected by Ms. Y [REDACTED] to resolve this fee dispute—and otherwise dismissed as to Ms. Smith.

I. Ms. Y [REDACTED]’s Complaint is a Fee Dispute and Should be Referred to Her Chosen Arbitral Forum for Resolution

The Committee’s rules provide that the Chief Attorney “may, when it appears that a complaint involves a fee dispute, . . . refer the complaint to a suitable alternative forum upon notice to the respondent and the complainant.” 22 NYCRR § 1240.7(d)(1)(ii).

The allegations section of the Complaint refers to an “attached 2 page ‘Summary of Fee Dispute and Grievance Complaint Against Slater Slater Schulman’ and all supporting documents.” (Exhibit B at 8-9). That document, in turn, (1) disputes whether the retainer agreement is “valid and enforceable”; (2) objects to the agreement’s silence on the issue of how fees should be handled in the event a client terminates the firm; (3) takes issue with SSS’s work

⁸ Exhibit C is an email thread between Ms. Y [REDACTED] and Ms. Smith between July 9, 2025 and September 15, 2025. While Ms. Y [REDACTED] included portions of the email chain with her Complaint (see Exhibit B at 95-106), we submit this version for completeness.

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on her behalf and asserts the contingent fee requested is “unconscionable and unethical for the work performed;” and (4) asserts that, in light of the SSS’s failure to maintain time records, it should not be entitled to a reduced quantum meruit fee award. (*Id.* at 9-10). These are quintessential attributes of a fee dispute.

It is also clear that Ms. Y████ submitted her Complaint to gain leverage in fee negotiations following her termination of SSS. On July 17, 2025, before filing any grievance, Ms. Y████ offered to settle the fee dispute for a fixed sum of \$1,000, and threatened “to file ethics complaints” if SSS rejected her proposal. (Exhibit C at 5-6). Ms. Y████ filed her grievance with the Committee on August 7, 2025, and six weeks later, on September 15, 2025, she again wrote to Ms. Smith, noting that her Complaint had been accepted by the Committee, and that “[b]y accepting my offer, you can avoid this matter going any further.” (*Id.* at 1). Ms. Y████ threat to file her Complaint if her fee demands were not accepted, and her offer to withdraw the Complaint if SSS reduced its fee and withdrew its lien, evidences her use of the Committee as leverage in this fee dispute.

The sole allegation of misconduct by Ms. Smith is Ms. Y████’s assertion that “[SSS], particularly Jessica Smith, is trying to convince me that by law, I must pay [SSS] a percentage of the money that I recover.” (Exhibit B at 10). Not only does this mischaracterize Ms. Smith’s communications with Ms. Y████, *see infra* at pp. 2-4, but it does not identify any unethical or inappropriate behavior by Ms. Smith that is unrelated to the amount of SSS’s fee. Ms. Y████ Complaint should therefore be referred to arbitration under 22 NYCRR § 1240.7(d)(1)(ii).

II. Ms. Smith Did Not Act Unethically

Ms. Y████ assertions (1) that Ms. Smith attempted “to convince me that by law, I must pay them a percentage of the money that I recover,” (2) that the proper method to determine outstanding fees is “quantum meruit or the reasonable value of the service rendered,” and (3) that SSS deliberately “did not include a client termination clause in their retainer agreement” in order to “deceive clients into thinking that they cannot terminate their attorney and that they owe the contingency fee no matter what” (Exhibit B at 10) are factually inaccurate and, in any event, do not state a basis for disciplinary action against Ms. Smith.

As an initial matter, Ms. Smith did not tell Ms. Y████ said that “by law, [Ms. Y████] must pay [SSS] a percentage of the money [she] recover[s].” (Exhibit B at 10). On July 17, 2025, Ms. Y████ emailed Ms. Smith, outlining her substantive objections, offering to settle the fee dispute for \$1,000, and threatening to file a complaint with the Committee if SSS did not agree. (Exhibit C at 4-6). Ms. Smith answered this email the same day, asking for additional time to respond to Ms. Y████, “promis[ing to] be fair in this process,” adding “I believe we have to agree to a percentage,” and asking Ms. Y████ what percentage she thought would be fair. (*Id.* at 4). Ms. Y████ replied to that message, also on July 17, 2025, stating that Ms. Smith

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should respond to her by July 25th, and that she would not agree to a percentage because she believed that the retainer agreement was invalid. (*Id.*)

Complying with Ms. Y█████'s timeline, Ms. Smith responded on July 25, 2025, noting that she believed the retainer agreement was "valid and enforceable," offering to further reduce the fee to 20%, and again stating that "we can only agree to a percentage." (*Id.*) At no point in this conversation did Ms. Smith ever tell Ms. Y█████ that she was required "by law" to pay a percentage of her award.

Ms. Smith did not act inappropriately (let alone unethically) in expressing her belief that Ms. Y█████ and SSS would need to agree to a percentage of any award. An agreement to a quantum meruit award based on a percentage of the client's ultimate recovery is legally permissible, would have avoided the need to resolve difficult and complicated issues associated with attempting to fix a dollar amount as a quantum meruit award, and would have preserved the original risk allocation between SSS and Ms. Y█████.

Under New York law, either a terminated attorney or their client, "can require that the compensation be a fixed dollar amount determined at the time of discharge on the basis of quantum meruit." *Lai Ling Cheng v. Modansky Leasing Co.*, 73 N.Y.2d 454, 458 (1989). In the alternative, they "may agree that the attorney, in lieu of a presently fixed dollar amount, will receive a contingent percentage fee determined either at the time of substitution or at the conclusion of the case." *Id.* "Quantum meruit compensation is not limited to a calculation based on the number of hours worked multiplied by a reasonable hourly rate." The calculation of an award of legal fees as a portion of a contingent fee and based on an hourly rate are both properly fixed as quantum meruit determinations." *SBC 2010-1, LLC v. Smits Structure Corp.*, 87 N.Y.S.3d 484, 484 (2d Dep't 2018) (quoting *Gould v. Decolator*, 15 N.Y.S.3d 138, 141 (2d Dep't 2015)) (citation omitted). To fix an amount as a quantum meruit award requires consideration of "the time and skill required in the case, the complexity of the matter, the attorney's experience, ability, and reputation, the client's benefit derived from the services, and the fee usually charged by attorneys for similar services." *DeStefano v. L. Offs. of William Pager*, 223 N.Y.S.3d 148, 150 (2d. Dep't 2024) (quoting *Tucker v. Schwartzapfel Laws., P.C.*, 150 N.Y.S.3d 326, 329 (2d. Dep't 2021)).⁹

It would have been highly impractical and unduly burdensome to attempt to determine a fair quantum meruit award in Ms. Y█████ case because SSS's work on behalf of its clients exceeded the time devoted to submitting claims to the BSA Trust on behalf of individual clients. SSS began advocating for scouting abuse victims by participating in the Boy Scouts bankruptcy

⁹ Time records are not necessary for a contingent fee firm to recover in quantum meruit. *Tucker v. Schwartzapfel Laws., P.C.*, 150 N.Y.S.3d 326, 329 (2d. Dep't 2021) (affirming percentage award of contingent fee where successful law firm seeking fee "failed to submit time records in support of the services it rendered.").

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proceeding through its co-founding of the Coalition of Abused Scouts for Justice, which it formed to advocate for survivors alongside the officially sanctioned tort claimants' committee. This Coalition negotiated with the debtors in the bankruptcy proceeding, which eventually led to the creation of the BSA Trust. Once the BSA Trust was formed, SSS then had to educate itself on its structure and operations, create systems to collect relevant client information, provide additional legal work for each individual claimant to the extent necessary, and prepare, submit and monitor each client's claims. SSS's foundational work in these areas benefitted many individual scouting abuse victims, and each step was necessary to enable the firm to submit claims like Ms. Y[REDACTED] to the BSA Trust.

Allocating these efforts to a single claimant like Ms. Y[REDACTED] would be impractical and extremely burdensome. It would be difficult to quantify the total amount that SSS expended on pre-claim submission efforts. But even if an amount could be determined, it would need to be allocated among individual SSS clients. Even then, it is not clear that those expenses should be allocated *pro rata*, per claimant, per cause of action, or as a percentage of recovery.

Setting aside impracticability, a quantum meruit determination would be unfair to any single client who did not agree to finance SSS's efforts to recover for BSA Trust claimants generally, regardless of their recovery. Instead, individual clients like Ms. Y[REDACTED] agreed to a no-recovery, no-fee arrangement which allocated all of the downside risk to SSS. With a fixed quantum meruit determination, Ms. Y[REDACTED] would have owed SSS a fixed sum even if she recovered no money whatsoever. Ms. Smith's attempt to reach an agreement to a fee representing a percentage of Ms. Y[REDACTED] award from the BSA Trust was thus permissible under New York law, would avoid vexing quantum meruit questions, and keep in place the original risk allocation with Ms. Y[REDACTED]. Ms. Smith did not violate any ethical rule in encouraging Ms. Y[REDACTED] to agree to such an arrangement.

Additionally, Ms. Y[REDACTED] also complains that SSS did not provide her with time records or an "itemized estimate" of SSS work, (Exhibit B at 10), but there was nothing unethical about the firm's failure to do so. SSS does not keep contemporaneous time records, nor is it required to because it enters into contingent fee arrangements. *See Kennedy v. Point Dedicated Servs., LLC*, 15 Misc. 3d 1146(A) at *3 (N.Y. Sup. Ct. Erie Cnty. 2007) ("very few, if any, personal injury firms keep time records, which record time spent on a daily basis for each case and the nature of services rendered. Nor is there any rule, regulation or ethical opinion requiring them to do so, when there exists a valid retainer containing a contingency fee arrangement."). Ms. Smith made this clear to Ms. Y[REDACTED] during their correspondence on this fee dispute. (Exhibit B at 97).

Finally, under New York law, engagement letters are required to include an explanation of the scope of the legal services to be provided, an explanation of attorneys' fees to be charged, expenses and billing practices, and where applicable, that the client may have the right to fee arbitration. 22 NYCRR § 1215.1. With one limited exception, attorneys practicing in New York

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are not required to include termination clauses in their retainer agreements.¹⁰ Given that termination provisions are expressly required in only a limited subset of retainer agreements, under the canon of *expressio unius est exclusio alterius*, “an irrefutable inference must be drawn that what is omitted or not included was intended to be omitted and excluded.” *Golden v. Koch*, 49 N.Y.2d 690, 694 (1980) (quoting McKinney’s Cons. Laws of N.Y., Book 1, Statutes, s 240); see also *Calenzo v. Shah*, 976 N.Y.S.2d 555, 558 (2d Dep’t 2013) (applying *expressio unius* canon to interpretation of state regulations). Ms. Y [REDACTED] claim that SSS somehow “deliberately” failed to include a termination provision in its engagement letter is meritless, because a termination provision is not required.¹¹

III. Ms. Smith Did not Violate Rule 1.5(a)

Finally, to the extent Ms. Y [REDACTED] claims that Ms. Smith attempted to charge an unlawful fee in violation of Rule 1.5(a) of the Rules of Professional Conduct, (see Exhibit B at 10), Ms. Y [REDACTED] is mistaken.

Rule 1.5(a) states that a “lawyer shall not make an agreement for, charge, or collect an excessive or illegal fee.” 22 NYCRR § 1200, Rule 1.5(a). These provisions are disjunctive, and “making an agreement,” “charging,” or “collecting” an illegal or excessive fee each violates Rule 1.5(a). The New York Rules of the Appellate Division, Second Department permit attorneys in a personal injury action to charge “[a] percentage not exceeding 33½ percent of the sum recovered, if the initial contractual arrangement between the client and the attorney so provides.” 22 NYCRR § 691.20(e)(2)(v). Although the retainer agreement between Ms. Y [REDACTED] and SSS inadvertently specified a 40% contingency fee (and was corrected as soon as the error was

¹⁰ Attorneys in domestic relations matters are required to include such clauses in their engagement agreements. See generally 22 NYCRR § 1400.3.

¹¹ As noted above, Ms. Smith is a non-equity partner at SSS and she did not participate in any pre-retention discussions with Ms. Y [REDACTED] or send her the retainer agreement. Thus, to the extent Ms. Y [REDACTED] claims that the retainer agreement was invalid because no one signed it on behalf of SSS, (Exhibit B at 10), Ms. Y [REDACTED] has not alleged unethical conduct on the part of Ms. Smith because she was not involved in preparing that agreement. In any event, under New York law, the lack of a valid retainer agreement would not absolve Ms. Y [REDACTED] of the obligation to pay attorney’s fees. See *Seth Rubenstein, P.C. v. Ganea*, 833 N.Y.S.2d 566, 573 (2d. Dep’t 2007) (permitting recovery of attorney’s fees even where there was no written engagement letter, as required by 22 NYCRR § 1215.1). Rule 1.5(d)(5)(ii) also prohibits attorneys in domestic relations matters from agreeing to or charging a fee without “a written retainer agreement” that has been “signed by the lawyer and the client.” Under the *expressio unius* canon, the absence of a similar requirement for all cases creates an irrefutable inference that signatures of the lawyer and client are not required outside the domestic relations context.

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Ian P. Barry
 October 21, 2025
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identified),¹² Ms. Smith did not “make an agreement” for this fee, did not attempt to charge this fee, and never attempted to collect a 40% fee.

First, Ms. Smith was not involved in setting the fee in Ms. Y [REDACTED] retainer agreement and thus did not “make an agreement for” an unlawful fee in violation of Rule 1.5(a). As explained further above, *see supra* at 2-3, Ms. Smith’s first contact with Ms. Y [REDACTED] was in late January 2025, approximately four and a half years *after* Ms. Y [REDACTED] retained SSS. Ms. Smith did not participate in any pre-retention discussion with Ms. Y [REDACTED] and did not prepare or send her the retainer agreement. Ms. Smith became involved in the representation more than a year after Ms. Y [REDACTED]’s claim had been submitted to the BSA Trust, initially to address Ms. Y [REDACTED]’s concerns and almost immediately thereafter to handle the fee dispute. Under these circumstances, Ms. Smith cannot be said to have “made an agreement” to charge an unlawful fee under Rule 1.5(a), as she did not represent the firm in its agreement with Ms. Y [REDACTED]. Ms. Smith merely worked on a case assigned to her by her employer, after the agreement had already been made.

Second, once Ms. Smith learned of the 40% fee in the retainer agreement and that Ms. Y [REDACTED] was a New York resident, Ms. Smith promptly informed Ms. Y [REDACTED] that the fee would be reduced to 33.33%, *i.e.*, the maximum amount permitted by New York law. In the lien form submitted to the BSA Trust, Ms. Smith noted that the basis for the lien was legal services rendered under Ms. Y [REDACTED]’s retainer agreement, and that although the retainer agreement called for a 40% fee, “we are only permitted to charge 33.33%. Therefore, our fee is 33.33% of the claim award.” (Exhibit B at 18). In all subsequent correspondence with Ms. Y [REDACTED], Ms. Smith never attempted to recover more than the permissible 33.33% contingency fee from Ms. Y [REDACTED]’s claim and, after consulting with an equity partner of the firm, offered a further reduction in SSS’s fee to 20% to settle the fee dispute. (*Id.* at 106). Thus, Ms. Smith did not (and did not attempt to) “charge” or “collect” an unlawful or excessive fee in violation of Rule 1.5(a). Ms. Smith therefore did not violate any of the provisions of Rule 1.5(a).

¹² In preparing this response to the Committee, SSS’s senior management has informed me that the retainer letter sent to Ms. Y [REDACTED] inadvertently provided for a 40% recovery figure, instead of the 33.3% recovery provided for by New York State. Ms. Smith had no role in sending the retainer letter, and the error was not attributable to her. Rather, it occurred because the case was originated by SSS’s Pennsylvania office (as reflected by the fact that the retainer letter bore SSS’s Pennsylvania address of 101 West Elm Street, Suite 215, Conshocken, Pa. 19428), (Exhibit B at 14), and Pennsylvania permits a 40% recovery on personal injury tort cases. *Austin v. Thyssenkrupp Elevator Corp.*, 254 A.3d 760, 768 (Pa. Super. Ct. 2021) (reversing trial court’s denial of 40% contingency fee attorney charging lien in personal injury case). As explained further, *infra*, Ms. Smith played no role in onboarding Ms. Y [REDACTED] as an SSS client and never attempted to charge or collect a fee of more than one-third of any recovery from the BSA Trust.

3

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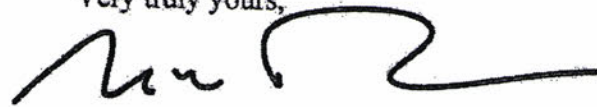
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* * *

In sum, Ms. Y [REDACTED] Complaint involves a fee dispute that should be resolved in the alternate arbitral forum where Ms. Y [REDACTED] request for fee arbitration is already pending. To the extent the Complaint can be read as alleging a violation of Rule 1.5(a), Ms. Smith never agreed to, charged, or attempted to collect an unreasonable, excessive or illegal fee, and Ms. Smith did not violate any ethical rule in her handling of Ms. Y [REDACTED] fee dispute. This matter should be referred to the Suffolk County Bar Association Fee Dispute Resolution Program pursuant to 22 NYCRR § 1240.7(d)(1)(ii), and otherwise dismissed as to Ms. Smith.

Please do not hesitate to call me if we can answer any questions or provide additional information.

Very truly yours,



Jeremy H. Temkin

Enclosures

Read and adopted by Jessica D. Smith, Esq.



Jessica D. Smith

Attachment 4

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[REDACTED] Avenue
[REDACTED] NY [REDACTED]
[REDACTED]@gmail.com

VIA E-MAIL – ad2-grv10@nycourts.gov

Ian P. Barry
State of New York Grievance Committee
Tenth Judicial District
150 Motor Parkway, Suite 306
Hauppauge, NY 11178
Re: Jessica D. Smith, Esq., File No. S-1385-25

December 2, 2025

Dear Mr. Barry,

I am writing in response to your letter of November 14, 2025, concerning my complaint to you about Jessica Smith, Esq. regarding her unethical legal practices. First, I would like to amend my complaint to include Mr. Linc Leder, Esq., lleder@sssfirm.com, Mr. Adam Slater, Esq., aslater@sssfirm.com, and Ms. Lori Pittman, Esq., lpittman@sssfirm.com, all affiliated with the law firm of Slater Slater Schulman (SSS) for unethical legal practices. The reason for the addition of these three attorneys is that Ms. Smith made statements in her response letter to your committee that not only continued to implicate her, but also implicate Mr. Leder, Mr. Slater, and Ms. Lori Pittman for unethical legal practices. Additionally, some new information has surfaced. Secondly, Ms. Smith has denied having any supervision of Ms. Pittman's work. Therefore, the lack of oversight of Ms. Pittman's work and the gross mistakes she made on my claim, **Attachment 1**, must rest with more senior partners at the firm, namely Mr. Leder and Mr. Adam Slater. Thirdly, Ms. Smith denies having any interaction with my case until February 3, 2025, which may be correct. This does not absolve her of many of my ethics complaints about her. However, that would mean other attorneys at the firm such as Mr. Leder, Mr. Slater, and Ms. Pittman should be held accountable.

Although Mr. Slater was not a direct contact of mine, he is a founder and managing partner of the SSS law firm. Mr. Slater has overall authority of the firm's direction, business plans, operating plans, and policies. Furthermore, his name appears on my Identifying Information form and my Proof of Claim form. **Attachment 2**. Mr. Slater has overall responsibility and accountability for the actions of his employees. The buck stops with him.

Ms. Smith and Mr. Leder, as partners, whether equity partners or not, are charged with executing the company's plans and policies and are to be held accountable for their actions.

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My complaint to the committee is not “to gain leverage in fee negotiations” as Ms. Smith alleges. My complaint involves so much more than a fee dispute. I did request fee dispute resolution with Suffolk County Fee Dispute Committee; however, my request was denied. **Attachment 3.** The purpose of my complaint is to expose the outright lies, dishonesty, and money grab by Mr. Leder, Ms. Smith, and Mr. Slater and the SSS law firm. They and SSS have willfully perpetrated fraud against me and probably thousands of the clients they represent in the Boy Scouts of America (BSA) Sexual Abuse lawsuit. I am sure that my complaints are not isolated from the approximately 14,600 other claimants that SSS represents in the BSA Sexual Abuse lawsuit.

I terminated Slater Slater Schulman (SSS), **Attachment 4**, for “cause”. Termination for cause is one of the most important points in my complaint against Ms. Smith, Mr. Leder, Mr. Adam Slater, and Ms. Lori Pittman. All four attorneys played a significant role in the reasons why I terminated SSS, and again, why I have requested to amend my original complaint to include them. Ms. Smith’s letter responding to my complaints, and in all prior email correspondences with her, has completely ignored the termination for cause fact leading to Ms. Smith, Mr. Leder, Mr. Slater all believing that they are due a higher payment than what is deserved. I believe the incidents numbered I-V that I have outlined below will support my claims that Ms. Smith, Mr. Leder, Ms. Pittman, and Mr. Slater willfully acted unethically.

I. I have included a legal opinion from Judge Laurie Silverstein of the US Bankruptcy Court for the District of Delaware from December 5, 2023. This opinion was upheld on Appeal by The US District Court for the District of Delaware on January 13, 2025. **Attachment 5 and Attachment 6.**

A brief summary for the basis of these two opinions is as follows: Judge Silverstein, who oversees the Boy Scouts of America bankruptcy case denied a request from a group of plaintiff’s attorneys for \$21 million in fees. The attorneys in question were part of the Coalition of Abused Scouts for Justice (Coalition), an ad hoc, self-appointed group of attorneys and law firms of which Mr. Slater was a co-founder and SSS were members of. The Coalition is a separate group from the official victims committee of the BSA Trust.

Judge Silverstein stated the following in her opinion, and I highlight below, regarding the \$21 million fee request:

1. The fee reimbursement request “runs counter to the Coalition’s representations to the court, and more importantly, to its members.” In a 2020 court filing, Coalition attorneys wrote — in boldface letters — that they were being paid by the law firms that formed the group, and that abuse survivors “will not, in any way, be responsible for the fees of Coalition counsel.” Judge Silverstein noted that if the fee request were granted, abuse survivors would, in fact, be paying part of the fee.

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2. The Coalition's request "does not meet any standard for reimbursement of fees."
3. "More fundamentally, however, the Coalition's contribution did not transcend its self-interest,"
4. "Many services it rendered duplicated those of the official victims committee, while others were done for the benefit of the law firms, not the abuse survivors,"
5. In conclusion, Judge Silverstein states, "The Coalition has not met its burden to prove that it provided a substantial contribution to the estate or even that Debtors' previous decisions to pay the Fees were a proper exercise of Debtors' business judgment. The Personal Injury (PI) Firms believed their strategy for the Boy Scouts of America bankruptcy case was the best for their clients and so they formed the Coalition. The PI Firms believed that the Coalition Professionals were the best advocates of their position and so instructed them to engage in every aspect of the case and duplicate the scope of an official committee. This was their prerogative. The only question is whether the Coalition's Professionals' Fees should be paid by anyone other than the PI Firms. The answer is no."

The US Appeals Court then denied the Coalition's appeal stating the "Coalition's disagreement with the Bankruptcy Courts decision is insufficient to obtain reversal on appeal, and it has not otherwise shown reversible error. The Bankruptcy Court acted within its discretion, and the Order should be affirmed."

I also received an email notice from SSS that the Coalition had hired two bankruptcy firms. The letter states, "these two firms are being brought on at no cost to you and are being paid for by Slater Slater Schulman LLP and the other firms representing abuse survivors". **Attachment 7.**

Despite these two opinions, and the email letter from the SSS, Ms. Smith states in her letter that I should be paying the Coalition's fees. Please see the quote below which I copied from her letter.

"It would have been highly impractical and unduly burdensome to attempt to determine a fair quantum meruit award in Ms. Y[REDACTED]'s case because SSS's work on behalf of its clients exceeded the time devoted to submitting claims to the BSA Trust on behalf of individual clients. SSS began advocating for scouting abuse victims by participating in the Boy Scouts bankruptcy proceeding through its co-founding of the Coalition of Abused Scouts for Justice, which it formed to advocate for survivors alongside the officially sanctioned tort claimants' committee. This Coalition negotiated with the debtors in the bankruptcy proceeding, which eventually led to the creation of the BSA Trust. Once the BSA Trust was formed, SSS then had to educate itself on its structure and operations, create systems to collect relevant client information, provide additional legal work for each individual claimant to the extent necessary, and prepare, submit and monitor each client's claims. SSS's foundational work in these areas benefited many individual scouting abuse victims, and each step was necessary to enable the firm to submit claims like Ms. Y[REDACTED]'s to the BSA Trust.

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Allocating these efforts to a single claimant like Ms. Y [REDACTED] would be impractical and extremely burdensome. It would be difficult to quantify the total amount that SSS expended on pre-claim submission efforts. But even if an amount could be determined, it would need to be allocated among individual SSS clients. Even then, it is not clear that those expenses should be allocated *pro rata*, per claimant, per cause of action, or as a percentage of recovery. Setting aside impracticability, a quantum meruit determination would be unfair to any single client who did not agree to finance SSS's efforts to recover for BSA Trust claimants generally, regardless of their recovery. Instead, individual clients like Ms. Y [REDACTED] agreed to a no-recovery, no-fee arrangement which allocated all the downside risk to SSS. With a fixed quantum meruit determination, Ms. Y [REDACTED] would have owed SSS a fixed sum even if she recovered no money whatsoever. Ms. Smith's attempt to reach an agreement to a fee representing a percentage of Ms. Y [REDACTED] award from the BSA Trust was thus permissible under New York law, would avoid vexing quantum meruit questions, and keep in place the original risk allocation with Ms. Y [REDACTED]. Ms. Smith did not violate any ethical rule in encouraging Ms. Y [REDACTED] to agree to such an arrangement."

Ms. Smith statement above seems to willfully violate Judge Silverstein's order. It certainly contradicts SSS's own statements regarding who pays the Coalition's fees. Considering these facts, it would seem that Ms. Smith and SSS are a violation of NY State Rules of Professional Conduct 1.4 and 1.5. **Attachment 8.**

Aside from Ms. Smith's demand for payment for SSS and Coalition legal fees, Ms. Smith, Mr. Leder, and Ms. Pittman performed minimal work on my claim, and it was of extremely low complexity and difficulty. It could easily have been performed by a paralegal or clerk. The work consisted of filing two forms electronically with the BSA Trust on my behalf and a written paragraph of legal research performed by Ms. Pittman. I completed both forms in their entirety, myself. I provided this documentation previously to the committee in my first letter. Contrary to Ms. Smith statement, there is nothing "impractical or extremely burdensome" in preparing a time record for this work from which SSS could be paid. The work could easily be accounted for and billed utilizing quantum meruit fees for work performed.

Additionally, Ms. Smith stated in an email on July 17, 2025 "that we have to agree to a percentage fee" and in another email on July 25, 2025 states "we can only agree to a percentage". **Attachment 9.** I ask, why must "we have to" and why "we can only"? What prevents a quantum meruit fee for work performed? I interpreted Ms. Smith's statement as if there must be a law that prevents this. On July 25, 2025, Ms. Smith states "New York mandates a retroactive reduction to 33.3%. What "mandates" the fee reduction to 33.3%? I understand NY's 33% cap but nothing "mandates" the fee to be a percentage fee. Why could it not be quantum meruit fee for service?

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My interpretation of the three statements from Ms. Smith is that only a percentage fee is legal. That is why I requested Ms. Smith to produce the New York law about mandated contingency fees. I am not an attorney; I am a [REDACTED]. This is how I interpreted her definitive language. Mr. Leder, Ms. Smith, nor anyone at SSS ever presented or discussed with me alternatives to a contingency fee arrangement for representation of my case or how to settle the legal fees after SSS was terminated. My recent research found that judges and courts generally rely on quantum meruit fee for services rendered to resolve fee disputes like mine; termination of the attorney well before settlement. What prevents Ms. Smith, Mr. Leder, and Mr. Slater from agreeing to a quantum meruit fee for work performed arrangement since they were terminated before my case was settled? The answer is nothing. Ms. Smith just earns more money for SSS by charging me by way of a contingency fee.

II. Ms. Smith states in the same quote that "SSS was assuming a no-recovery, no-fee arrangement which allocated all the downside risk to SSS". The truth is there was never any downside risk of a "no-recovery" for SSS in the BSA Sexual Abuse lawsuit. The BSA never disputed the allegations of sexual abuse among its members by adult leaders. There was never any need for litigation by SSS or any law firms representing claimants in this class action lawsuit. The BSA always acknowledged that they and their insurance companies would be compensating the abuse victims such as myself. (I was a member of an Explorer Post which falls under the Boy Scouts of America organization.) It was an established fact that there would be a pay out to abuse victims. The only financial recovery variable was how much money BSA and insurance companies would be paying toward the abuse claims. This variable would impact how much money SSS would collect in contingency fees. This is not "downside risk", it is greed. Ms. Smith is attempting to use this statement to justify higher fees to obtain more money for SSS. Her statement is simply not true. I could have represented myself pro se, submitted my documents myself, and received the exact same settlement. Many claimants in the BSA Abuse lawsuit are pro se. I understand that Ms. Smith is a non-equity partner with the SSS firm so she may claim that my recovery has no bearing on her compensation. However, as a partner, Ms. Smith receives a bonus payment for her performance. Ultimately, Ms. Smith is financially compensated based on how well the SSS firm does overall.

III. SSS Contingency agreement states the following "The Client hereby further agrees not to settle this action in any manner without the attorneys' written consent." **Attachment 10.** That is an impermissible statement according to ethics law. A summary of the NY law states a contingency contract cannot state that the client needs the law firm's consent to sign a settlement; a client always has the final say on whether to accept or reject a settlement. Any clause in a contract that tries to give the lawyer the power to settle and/or approve a settlement is invalid and unethical.

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The client has the sole authority to make the final decision to settle, while the lawyer's role is to provide advice and guide them through the process. The Client has the ultimate authority. The decision to settle is the client's alone and needs no consent from their attorney. The lawyer can only advise, recommend, or explain settlement terms, but the client has the right to accept or reject any offer. A contract clause that strips the client of this right is unenforceable and goes against ethical rules that lawyers must abide by. Any attempt to prevent the client from settling on their own terms by insisting that consent of the law firm is required is illegal.

IV. SSS sent me a contingency agreement stating a 40% contingency fee was due to them from my settlement recovery. Not knowing NY law and putting my full trust in Mr. Leder and SSS, I signed the agreement. **Attachment 10**. I have come to learn that NY State caps contingency fee recoveries at 33.3 %. NY State is one of only a handful of states that caps contingency fees. The vast majority of states have a 40% contingency fee.

Ms. Smith states in her letter the following: "the retainer letter sent to Ms. Y [REDACTED] inadvertently provided for a 40% recovery figure, instead of the 33.3% recovery provided for by New York State. Ms. Smith had no role in sending the retainer letter, and the error was not attributable to her. Rather, it occurred because the case was originated by SSS's Pennsylvania office (as reflected by the fact that the retainer letter bore SSS's Pennsylvania address of 101 West Elm Street, Suite 215, Conshocken, Pa. 19428), (Exhibit B at 14), and Pennsylvania permits a 40% recovery on personal injury tort cases." This explanation is a lie. Mr. Leder did my "onboarding" from his office in Melville, Long Island, NY. He completed my Identifying Information form over the telephone. The form includes my address and state of NY. Mr. Leder clearly knew that I resided in NY State. Mr. Leder's office is located in Melville, Long Island, NY, a main location of SSS and one of two SSS offices in the NY City area. Mr. Leder is not admitted to practice law in Pennsylvania. However, it is Mr. Slater's name that appears on my Identifying Information Form and Proof of Claim, **Attachment 2**, and he is admitted to practice law in New York and Pennsylvania. All my contact with SSS was with the Melville, Long Island, NY office. To say that my "case was originated by SSS's Pennsylvania office" because there is a Pennsylvania address on the agreement and then further explain that is why the contingency agreement states a 40% fee, is a blatant lie

Rather, this is an excuse to cover up the fact that Mr. Leder and/or Mr. Slater would have liked to recover a 40% fee from me, and possibly their other NY clients, instead of 33.3% that New York allows. It is a searchable fact that over 3,000 BSA sexual abuse claims came from NY State and are the second most claims from any state in the US except California. That would be a very good reason why senior management at SSS might try to recover a 40% contingency fee from its NY clients. If caught in this scheme, it is an easy excuse for SSS to attribute the error to the "case was originated in the Pennsylvania office", or another state, that permits a 40% contingency fee, just as they did in my case.

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I was able to find another SSS BSA Sexual Abuse contingency agreement online. **Attachment 11.** Here, the firm of Liakas Law, P.C., 65 Broadway, 14th Floor, New York, NY 10006, referred their case to SSS. Despite SSS having two offices in NY; one in NY City and one in Melville, Long Island, NY, SSS routed this claim to the SSS Pennsylvania office where they could charge a 40% contingency fee vs New York's 33.3%. I suspect that SSS engaged in this practice with hundreds of New York claims. I hope that this issue will be further investigated by the appropriate committee.

Additionally, the DocuSign email delivery information which contained my SSS contingency agreement states that the email originated from SSS's Melville, NY office address.

Attachment 12.

V. In June 2024, the Honorable Barbara J. Houser (Ret.) (the Trustee), in her capacity as trustee of the BSA Settlement Trust (the Trust), filed a notice to apprise the Court of irregularities that the Trust identified in the Claims of Slater Slater Schulman. **Attachment 13.** Thus, the Trust paused the processing of all SSS claims while the irregularities were investigated. Secretly, SSS acknowledged to the Trust that there were "procedural" and "factual" problems with their claim submissions. As a result of the investigation into SSS and at the expense of SSS, a Neutral was hired to review all claims SSS submitted to the Trust. The extra steps that the SSS claims had to undergo caused months of delays with the processing of all their claims, including mine.

Ms. Smith, Mr. Leder, Mr. Slater, nor anyone at SSS communicated to me that all of Slater Slater Schulman BSA abuse claims were on hold and under investigation for fraud by Judge Houser and the BSA Trust. According to NYS Rules of Professional Conduct 1.4, Ms. Smith, Mr. Leder, and Mr. Slater had an ethical obligation to communicate this important information to me. Ms. Smith and Mr. Leder deliberately lied and withheld this information from me for over 9 months until I terminated them on February 3, 2025. Even on February 3, 2025, I was not aware SSS was under investigation. During the time span from June 2024 when Judge Houser issued her notice to SSS through when I terminated SSS on February 3, 2025, Mr. Leder and Ms. Smith willfully lied, deceived, and mislead me by saying that my claim was being processed, that they would continue to advocate on my behalf, that when I requested them to contact the BSA Trust, they had done so but had not received a response, and that the Trust would not speak with SSS attorneys and/or me when I requested a phone conversation. **Attachment 14.** Had I known that SSS was under investigation for fraud, I would have terminated Ms. Smith, Mr. Leder, and SSS immediately. I would not have waited 9 more months to do so. Ms. Smith and Mr. Leder violated NYS Rules of Profession Conduct 1.4. I would never accept representation from an attorney or law firm that was under investigation for fraud.

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On September 9, 2025, SSS sent an email to their BSA clients. **Attachment 15.** In this letter, SSS admits to the "irregularities" with their claims and provides a 10% fee reduction to their clients. During my online research, I came across Mr. Lawrence Friedman Esq., formerly Director of Executive Office for U.S. Trustees and now with the law firm of Friedman Partners. When he learned of the SSS "irregularities /fraud, he filed the attached motion with Judge Silverstein in the Bankruptcy Court in the District of Delaware against SSS. **Attachment 16.**

Ms. Smith, Mr. Leder, and Mr. Slater are attempting to exploit me, and many others, all for more money with their sneaky unethical law practices while they pretend to be so empathetic to our sexual abuse as children. Ms. Smith, Mr. Leder, and Mr. Slater have traumatized me again and reopened many of my wounds. They are greedy, shameless, untrustworthy, and dishonest people. Given the multiple serious ethical issues noted here against Ms. Smith, Mr. Leder, Ms. Pittman, Mr. Slater, and SSS, I am not sure that a court or judge should/would grant them any quantum meruit payment whether it be a percentage fee payment or a fee for work payment. I ask that my complaints be further investigated by either this committee or the New York State Bar Association for disciplinary action.

Respectfully,

 Y

Attachment 5

5

Scouting Settlement Trust ("Trust") Attorney Lien Notification Form

Information & Instructions

Read Before Completing this Form.

This form is to be completed by attorneys asserting a lien on settlement proceeds payable to a Claimant previously represented by their law firm (an "asserted attorney lien"). You have received this form because you informally notified the Trust of an asserted attorney lien. You must complete this form within 14 days after your receipt of it from the Trust following the instructions below. By notifying the Trust of an asserted attorney lien, you are not relieved of any of your obligations under applicable law, including any perfection requirements.

Please note the following.

- (i) The Trust placed a temporary hold on payments to your former client (if you identified your former client by SST number) based upon your informal notification to the Trust of an asserted attorney lien. **However, if you do not timely submit a fully completed Attorney Lien Notification Form to the Trust, that temporary hold will be lifted and monies may be paid to your former client.**
- (ii) If you have not already done so, you must contact the Claimant (your former client) to notify them of an asserted attorney lien.
- (iii) The Trust will also inform the Claimant or the Claimant's current attorney (if applicable) of an asserted attorney lien and will make this form available to them. **By submitting this form, you agree that the Trust can share the contents of this form with the Claimant and/or their current attorney.**
- (iv) The Trust will not assist in the resolution of an asserted attorney lien; this is a dispute between you and your former client. It is your responsibility to resolve the dispute.
- (v) An asserted attorney lien received by the Trust after the Claimant has already received a distribution from the Trust will only impact subsequent distributions.

To notify the Trust of an asserted attorney lien, you must:

1. Complete this form in full, including a signature from an authorized individual at the law firm, and submit it to the Trust within 14 days of receipt of this form.
2. Provide a copy of your retention agreement with the Claimant.
3. Send this completed form and all required documents to info@scoutingsettlementtrust.com with the subject "Attorney Lien Notification – SST # _____"

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Next Steps after the Trust receives a complete and signed copy of this form

1. This form will be shared with the Claimant and/or the current attorney (if applicable) via the Scouting Settlement Trust's Claims Processing Portal.
2. The Claimant and the law firm asserting the lien will have the greater of 90 days from the date the Trust receives a completed release packet or 90 days from the notification of the asserted lien ("Deadline for Attorney Lien Resolution") to reach an agreed resolution of an asserted attorney lien and to notify the Trust of such agreed resolution in a writing signed by all parties. That writing should explicitly state where the Trust should distribute the money. The Trust will only distribute the money to one individual or entity. It will be the responsibility of that individual or entity to distribute the funds to the other parties per the agreed resolution.
3. If resolution cannot be reached by the Deadline for Attorney Lien Resolution, the Trust may interplead the funds with a court of competent jurisdiction. If an interpleader action is necessary, the Trust will ask that court to reimburse it for its costs and expenses in filing the action, including reasonable attorney fees.
4. If you are close to an agreed resolution, please ask the Trust for an extension of the Deadline for Attorney Lien Resolution before it expires to avoid the time and expense associated with the Trust filing an interpleader action.

Claimant Information (the person you are asserting the lien against)

SST Claim ID *	SST Claim ID Number SST- [REDACTED]			
Claimant Name *	First Name [REDACTED]	Middle Initial	Last Name Y [REDACTED]	Suffix

Attorney Information (the person / entity asserting the lien)

Attorney Name *	Attorney First Name Jessica	Attorney Last Name Smith
Law Firm Name *	Slater Slater Schulman, LLP	
Contact Information * Information for how the Claimant or their current attorney should reach your law firm to discuss the resolution of the lien. This should be a specific point of contact, not a generic 1-800 number or email account.	(631) 420-9300 ext 124 jkeller@sssfirm.com	

Scouting Settlement Trust Attorney Lien Notification Form

Last Updated June 18, 2025

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Representation Period * The time period during which your law firm represented the Claimant	Start Date 07/24/2020	End Date 02/03/2025
Details of the Lien * Include the basis for the lien (e.g., legal services rendered, expenses advanced) and amount of lien claimed. Attach additional pages (if needed).	The basis for the lien is legal services rendered. Our fee, as agreed to in the attached retainer agreement, is 40% of the claim award. As the claimant is in New York, we are only permitted to charge 33.33%. Therefore, our fee is 33.33% of the claim award. We do not know the claim amount at this time. No expenses were advanced for this claim.	



Signature

By signing I acknowledge the following:

- The information provided is complete and accurate
- I am authorized to assert this lien on behalf of the law firm
- The law firm has a valid lien pursuant to applicable law on settlement proceeds payable to the Claimant by the Trust

Law Firm Signature

Printed Name:

Jessica Smith

Title:

Partner

Signature:

Jessica Smith

Date of Signature:

June 27, 2025

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Signature Process Reference: 0b4f32e1-0a2f-4427-acce-5b8c86bad0c5

PARTICIPANT

DETAILS

Process started
26-Jun-2025 5:53 PM EDT

Jessica D. Smith
jkeller@sssfirm.com
IP Address: 108.46.237.96

Document viewed
27-Jun-2025 11:21 AM EDT
Reference ID: 1c9a92a4-82e5-4167-bccd-e1fd46f4a447

Jessica D. Smith
jkeller@sssfirm.com
IP Address: 108.46.237.96

Document accepted & signed
27-Jun-2025 11:21 AM EDT
Reference ID: 1c9a92a4-82e5-4167-bccd-e1fd46f4a447

Document has been completed
27-Jun-2025 11:21 AM EDT

Attachment 6

6

[REDACTED] V [REDACTED]
[REDACTED] Avenue
[REDACTED], NY [REDACTED]
[REDACTED]@gmail.com

VIA E-MAIL - ad2-grv10@nycourts.gov
Ian P. Barry
State of New York Grievance Committee
Tenth Judicial District
150 Motor Parkway, Suite 306
Hauppauge, NY 11778
Re: Jessica D. Smith, Esq., File No. S-1385-25

January 12, 2026

Dear Mr. Barry,

I am writing to you with some additional information that I would like to submit for inclusion with my December 2, 2025, letter of complaint about Jessica D. Smith, Esq., File No. S-1385-25.

Enclosed, please find an updated version of "**Attachment 7**". This updated version of **Attachment 7** contains the same email from Slater Slater Schulman previously submitted along with the "Acknowledgement" letter that was referenced in this email and erroneously omitted by me. I ask you to please replace the old **Attachment 7** with the new **Attachment 7** along with this explanation.

The Acknowledgement letter is important to my argument against my responsibility to pay Slater Slater Schulman's Coalition fees. The reason being is that I did not sign this letter. I did not agree or accept any of the terms in this letter. I did not want any part of the Coalition for Abused Scouts for Justice, the "Coalition". I saw no need to join this group as there already was an official victims committee in place at the time the Acknowledgement letter was sent to me. I did not understand the purpose of the Coalition and frankly, I felt skeptical of it.

Jessica Smith and Slater Slater Schulman claim in their October 21, 2025, letter the following: "It would have been highly impractical and unduly burdensome to attempt to determine a fair quantum meruit award in Ms. Y [REDACTED] case because SSS's work on behalf of its clients exceeded the time devoted to submitting claims to the BSA Trust on behalf of individual clients. SSS began advocating for scouting abuse victims by participating in the Boy Scouts bankruptcy proceeding through its co-founding of the Coalition of Abused Scouts for Justice, which it formed to advocate for survivors alongside the officially sanctioned tort claimants' committee. This Coalition negotiated with the debtors in the bankruptcy proceeding, which

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[REDACTED] Y [REDACTED]
[REDACTED] Avenue
[REDACTED] NY [REDACTED]
[REDACTED]@gmail.com

VIA E-MAIL - ad2-grv10@nycourts.gov
Ian P. Barry
State of New York Grievance Committee
Tenth Judicial District
150 Motor Parkway, Suite 306
Hauppauge, NY 11178
Re: Linc Leder Complaint

January 12, 2026

Dear Mr. Barry,

I am writing to you with some additional information that I would like to submit for inclusion with my December 2, 2025, letter of complaint about Linc Leder

Enclosed, please find an updated version of "**Attachment 7**". This updated version of **Attachment 7** contains the same email from Slater Slater Schulman previously submitted along with the "Acknowledgement" letter that was referenced in this email and erroneously omitted by me. I ask you to please replace the old **Attachment 7** with the new **Attachment 7** along with this explanation.

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[REDACTED] Y [REDACTED]
[REDACTED] Avenue
[REDACTED] NY [REDACTED]
[REDACTED]@gmail.com

VIA E-MAIL - ad2-grv10@nycourts.gov

Ian P. Barry
State of New York Grievance Committee
Tenth Judicial District
150 Motor Parkway, Suite 306
Hauppauge, NY 11178
Re: Adam Slater Complaint

January 12, 2026

Dear Mr. Barry,

I am writing to you with some additional information that I would like to submit for inclusion with my December 2, 2025, letter of complaint about Adam Slater.

Enclosed, please find an updated version of "**Attachment 7**". This updated version of **Attachment 7** contains the same email from Slater Slater Schulman previously submitted along with the "Acknowledgement" letter that was referenced in this email and erroneously omitted by me. I ask you to please replace the old **Attachment 7** with the new **Attachment 7** along with this explanation.

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Jessica Smith and Slater Slater Schulman claim in their October 21, 2025, letter the following: "It would have been highly impractical and unduly burdensome to attempt to determine a fair quantum meruit award in Ms. Y [REDACTED] case because SSS's work on behalf of its clients exceeded the time devoted to submitting claims to the BSA Trust on behalf of individual clients. SSS began advocating for scouting abuse victims by participating in the Boy Scouts bankruptcy proceeding through its co-founding of the Coalition of Abused Scouts for Justice, which it formed to advocate for survivors alongside the officially sanctioned tort claimants' committee. This Coalition negotiated with the debtors in the bankruptcy proceeding, which

Page 2

eventually led to the creation of the BSA Trust. Once the BSA Trust was formed, SSS then had to educate itself on its structure and operations, create systems to collect relevant client information, provide additional legal work for each individual claimant to the extent necessary, and prepare, submit and monitor each client's claims. SSS's foundational work in these areas benefited many individual scouting abuse victims, and each step was necessary to enable the firm to submit claims like Ms. Y[REDACTED] to the BSA Trust.

Allocating these efforts to a single claimant like Ms. Y[REDACTED] would be impractical and extremely burdensome. It would be difficult to quantify the total amount that SSS expended on pre-claim submission efforts. But even if an amount could be determined, it would need to be allocated among individual SSS clients. Even then, it is not clear that those expenses should be allocated *pro rata*, per claimant, per cause of action, or as a percentage of recovery. Setting aside impracticability, a quantum meruit determination would be unfair to any single client who did not agree to finance SSS's efforts to recover for BSA Trust claimants generally, regardless of their recovery. Instead, individual clients like Ms. Y[REDACTED] agreed to a no-recovery, no-fee arrangement which allocated all the downside risk to SSS. With a fixed quantum meruit determination, Ms. Y[REDACTED] would have owed SSS a fixed sum even if she recovered no money whatsoever. Ms. Smith's attempt to reach an agreement to a fee representing a percentage of Ms. Y[REDACTED]'s award from the BSA Trust was thus permissible under New York law, would avoid vexing quantum meruit questions, and keep in place the original risk allocation with Ms. Y[REDACTED]. Ms. Smith did not violate any ethical rule in encouraging Ms. Y[REDACTED] to agree to such an arrangement."

Since I did not accept, agree, or sign the Acknowledgement letter joining the Coalition, why should I be required to pay fees for the Coalition's work as Ms. Smith asserts above? The answer is that I should not be held responsible for the Coalition's fees. Furthermore, the Slater Schulman email included with the Acknowledgement letter explicitly states, "at no cost to you".

In further support of my position regarding Coalition fees, I previously provided in my letter to the committee on December 2, 2025, incident I on page 2 the following, "I have included a legal opinion from Judge Laurie Silverstein of the US Bankruptcy Court for the District of Delaware from December 5, 2023. This opinion was upheld on Appeal by The US District Court for the District of Delaware on January 13, 2025. Attachment 5 and Attachment 6.

Page 3

A brief summary for the basis of these two opinions is as follows: Judge Silverstein, who oversees the Boy Scouts of America bankruptcy case denied a request from a group of plaintiff's attorneys for \$21 million in fees. The attorneys in question were part of the Coalition of Abused Scouts for Justice (Coalition), an ad hoc, self-appointed group of attorneys and law firms of which Mr. Slater was a co-founder and SSS were members of. The Coalition is a separate group from the official victims committee of the BSA Trust.

Judge Silverstein stated the following in her opinion, and I highlight below, regarding the \$21 million fee request:

1. The fee reimbursement request "runs counter to the Coalition's representations to the court, and more importantly, to its members." In a 2020 court filing, Coalition attorneys wrote — in boldface letters — that they were being paid by the law firms that formed the group, and that abuse survivors "will not, in any way, be responsible for the fees of Coalition counsel." Judge Silverstein noted that if the fee request were granted, abuse survivors would, in fact, be paying part of the fee.
2. The Coalition's request "does not meet any standard for reimbursement of fees."
3. "More fundamentally, however, the Coalition's contribution did not transcend its self-interest,"
4. "Many services it rendered duplicated those of the official victims committee, while others were done for the benefit of the law firms, not the abuse survivors,"
5. In conclusion, Judge Silverstein states, "The Coalition has not met its burden to prove that it provided a substantial contribution to the estate or even that Debtors' previous decisions to pay the Fees were a proper exercise of Debtors' business judgment. The Personal Injury (PI) Firms believed their strategy for the Boy Scouts of America bankruptcy case was the best for their clients and so they formed the Coalition. The PI Firms believed that the Coalition Professionals were the best advocates of their position and so instructed them to engage in every aspect of the case and duplicate the scope of an official committee. This was their prerogative. The only question is whether the Coalition's Professionals' Fees should be paid by anyone other than the PI Firms. The answer is no."

The US Appeals Court then denied the Coalition's appeal stating the "Coalition's disagreement with the Bankruptcy Courts decision is insufficient to obtain reversal on appeal, and it has not otherwise shown reversible error. The Bankruptcy Court acted within its discretion, and the Order should be affirmed."

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Page 4

Based on the new information provided, I should not be held responsible to pay Jessica Smith, Linc Leder, Adam Slater or Slater Slater Schulman any legal fees associated with the Coalition or their work. Slater Slater Schulman will easily be able to provide me with an itemized time record for their work and bill me based on this time; quantum meruit.

Respectfully,

A large, dark, irregular blacked-out area redacting the signature and any text below it.

6

New Attachment 7

Please include letter dated

January 12, 2026

with this attachment

6

New
Attachment 7

From: Slater Slater Schulman LLP via eSign Genie
 notifications@esigngenie.com
 Subject: Boy Scouts of America Client Notification
 Date: Oct 1, 2020 at 4:29:44 AM
 To: [REDACTED]@gmail.com

?

From: Slater Slater Schulman LLP (selene@sssfirm.com)

Dear [REDACTED] Y [REDACTED]

As mentioned this summer, Slater Slater Schulman LLP has helped form the Coalition of Abused Scouts for Justice, an ad hoc committee representing the interests of its members (over 10,000 scouts who suffered sexual abuse). The Coalition has hired the law firms of Brown Rudnick LLP and Monzack Mersky Browder and Hochman, P.A. to represent all of its members' best interests in the Boy Scouts chapter 11 case. We note that neither joining the Coalition nor the hiring of these law firms will affect the fees or expenses of our clients. A link to each agreement we signed is below if you wish to review:

<https://sssfirm.com/bsa/retainers/>

We are proud to stand with the Coalition. Again these two firms are being brought on at no cost to you, and are being paid for by Slater Slater Schulman LLP and the other firms representing abuse survivors. We are confident that joining the Coalition will strengthen our position as negotiations with BSA, the local councils, and their insurers proceed. We feel this is necessary in order to maximize the compensation you deserve for what you endured as a child, and what you have had to live with everyday since this happened to you.

We ask that you sign the above acknowledgement of our retention of these Brown Rudnick and



ACKNOWLEDGEMENT

I, [REDACTED], hereby acknowledge that I have read and understand the terms of the Retainer Agreement between Slater Slater Schulman LLP and the Coalition of Abused Scouts for Justice, and I agree to the terms of the Retainer Agreement.

I understand that Slater Slater Schulman LLP is being retained by the Coalition of Abused Scouts for Justice, and I agree to the terms of the Retainer Agreement.

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I understand that Slater Slater Schulman LLP is being retained by the Coalition of Abused Scouts for Justice, and I agree to the terms of the Retainer Agreement.

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New Attachment 7

MMBH. Please note that your participation, or lack of participation, in the Coalition will not affect your status as our client. Please feel free to contact us by phone or email with any questions or to discuss the Coalition.

Thank you for your patience as we make progress in the Boy Scouts bankruptcy litigation. The next hearing in your case is on October 14th. We will send out another update in the days following the hearing. We remain proud of your courage and bravery, and are honored to represent your interests against the Boy Scouts of America.

[View Document\(s\)](#)

If you need assistance, please contact Slater Slater Schulman LLP (selene@sssfirm.com)

DO NOT SHARE THIS EMAIL: This email contains a secure link to access this document(s) folder in eSignGenie. Please do not share this email or link with others.

This message was sent to you by Slater Slater Schulman LLP using the eSign Genie Electronic Signature Service. If you do not want to receive documents electronically, you may contact the sender directly with your request.

Visit our [Privacy Policy](#), [Terms of Use](#) and [About Us](#) if you have any questions.

[19925 Stevens Creek Blvd., Suite 100 Cupertino, CA 95014](#)

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New Attachment 7

BSA Acknowledgement ...

BSA Acknowledgement ...

(Page 1 / 1)

**ACKNOWLEDGEMENT**

I acknowledge and agree that Slater Slater Schulman LLP has joined, as a representative for its clients, the Coalition of Abused Scouts for Justice (the "Coalition" or the "Ad Hoc Committee"), an ad hoc committee representing the collective interests of its members (i.e., Boy Scout sexual abuse victims) in the Boy Scouts Chapter 11 jointly administered bankruptcy cases pending before the United States Bankruptcy Court for the District of Delaware, Case No. 20-10343 (the "Chapter 11 Cases").

I further acknowledge and agree that the Coalition has retained experienced bankruptcy counsel, Brown Rudnick LLP ("Brown Rudnick"), and Delaware counsel, Monzack Mersky Browder and Hochman, P.A. ("MMBH"), to represent the collective interests of its members. I further acknowledge and agree that I have been provided with access to and an opportunity to review a copy of the Coalition's Confirmation of Engagement with Brown Rudnick dated July 21, 2020 and the Coalition's Engagement Agreement with MMBH dated September 13, 2020 (together, the "Engagement Letters"), and that I consent and agree to becoming a member of the Ad Hoc Committee in accordance with and subject to the terms of the Engagement Letters.

I further acknowledge and agree that a portion of the fees and expenses incurred by Brown Rudnick and MMBH will be paid by Slater Slater Schulman LLP and any payment of such fees and expenses by Slater Slater Schulman LLP will not increase the fees and expenses owed by me under the terms and conditions of my Employment Agreement or Retainer Agreement with Slater Slater Schulman LLP. I have had an opportunity to consult with my legal counsel about the terms of the Brown Rudnick and MMBH engagement and my participation as a member of the Coalition.

I further acknowledge and agree that Slater Slater Schulman LLP has authority to represent my interests and to direct and instruct Brown Rudnick and MMBH in connection with the activities of the Coalition and the Chapter 11 Cases, and to engage and retain on the Coalition's behalf, and at no additional cost to me, other professional advisors, including, without limitation, financial advisors and insurance counsel, to assist the Coalition in its efforts.

Document ID: 8b65b2a67e0b7f09b2e9de749b6e42e49d52480fb671102c9f0d34c29c0b07

Chinese (Traditional)

Danish

Swedish

Finnish

Norwegian

Attachment 7

Attachment 7

Scouting Settlement Trust

SST [REDACTED]

of Limitations or Repose mitigating factor (Article VIII.D(iii)) should be applied to this Claim. Tell us what you believe about the following.

1. Which state's substantive law governs this Claim and why?
2. What cause of action governs Statute of Limitations and/or Repose issues and why?
3. What is the Statute of Limitations for that cause of action in the governing state (state selected in #1 above)?

1. The substantive law of Vermont governs this claim, because the negligence resulting in the Claimant's sexual abuse, or the Claimant's sexual abuse occurred in the state of Vermont. 2. According to the Trust Distribution Procedures, the statute of limitations, statute of repose, and the choice of law determination applicable to an Abuse Claim against the Settlement Trust shall be determined by reference to the jurisdiction where such Abuse Claim was pending on the Petition Date or where such Abuse Claim could have been timely and properly filed as asserted by the Abuse Claimant under applicable law. The cause of action of this claim is childhood sexual abuse. According to 12 V.S.A. § 522 child sexual abuse means any act committed by the defendant against a complainant who was under 18 years of age at the time of the act and which act would have constituted a violation of a statute prohibiting lewd and lascivious conduct, lewd or lascivious conduct with a child, felony sexual exploitation of a minor in violation of 13 V.S.A. § 3258(c), sexual assault, or aggravated sexual assault in effect at the time the act was committed. 3. According to the Trust Distribution Procedures for abuse claims a Direct Abuse Claimant must provide evidence that the claim is timely under the applicable statute of limitations, including satisfying any recognized exception to the relevant statute of limitation under the applicable state law. Vermont has no Statute of Limitation for Child Sexual Abuse civil claims. 12 V.S.A. § 522 § 522. Actions based on childhood sexual or physical abuse (a) A civil action brought by any person for recovery of damages for injury suffered as a result of childhood sexual or physical abuse may be commenced at any time after the act alleged to have caused the injury or condition. The victim need not establish which act in a series of continuing physical abuse or sexual abuse or exploitation incidents caused the injury. A

Attachment 7

Scouting Settlement Trust

SST [REDACTED]

The narrative boxes that come later in this Questionnaire about the abuse and the impact of the abuse must be in the Claimant's own words. Claimants who are not represented by a lawyer are welcome to respond to this question, but it is optional.

defendant's fraudulent concealment of a cause of action may toll a Statute of Limitation, but it does not appear that Vermont courts have considered its application in the context of Child Sexual Abuse cases. *Allen v. Dairy Farmers of America, Inc.*, 748 F.Supp.2d 323 (D. Vt. 2010) (explaining that to establish fraudulent concealment, a plaintiff must show that the defendant concealed her cause of action, that she remained ignorant to the same within four years of the commencement of her action, and that her continuing ignorance was not attributable to lack of diligence on her part). Vermont also recognizes a breach of fiduciary duty claim, but it has not yet been sufficiently pled in reported Child Sexual Abuse cases. See, e.g., *Lewis v. Bellows Falls Congregation of Jehovah's Witnesses*, 95 F.Supp.3d 762 (D. Vt. 2015) (finding that church's alleged conduct in permitting minister to hold himself out to congregant as minister of church did not create fiduciary relationship between church and congregant, under Vermont law, as required to support congregant's breach of fiduciary duty claim against church based on allegation that minister sexually abused her when she was a young child, absent specific allegations as to unique ties between congregant, minister, and church, and church's knowledge and sponsorship of that relationship.). The discovery rule had not been expressly applied to Child Sexual Abuse, but it allowed personal injury claims to accrue "when an injury reasonably should have been discovered." *Clarke v. Abate*, 80 A.3d 578, 581 (Vt. 2013). In 1989, Vermont created a statutory discovery rule of 6 years. The discovery rule was liberal in that the victim did not make the discovery unless he discovered that the injury was caused by the sex abuse, and the statute applied to both individuals and entities. *Sabia v. State*, 669 A.2d 1187, 1198 (Vt. 1995) (concluding that "nothing in the statutory language suggest[s] that the Legislature intended to exclude non-perpetrators from the reach of the statute."), superseded by statute as stated in *Stocker v. State*, No. 20-081, 2021 WL 4032835 (Vt. Sept. 3, 2021). The discovery rule was eliminated along with the Statute of Limitation in 2019 and is no longer in effect. All claims for Child Sexual Abuse are revived in Vermont regardless of how long ago the abuse happened or when a victim discovered his/her injuries. Therefore, a discovery rule is unnecessary in Vermont.

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From: [REDACTED] Y [REDACTED]@gmail.com
Subject: Re: BSA Questionnaire for Your Final Review - URGENT
Date: Dec 8, 2023 at 12:01:23 PM
To: Pittman, Esq., Lori lpittman@sssfirm.com

Hi Lori,

I just reviewed this and noted several typos, inconsistencies, and omissions that I had included when I first answered the questionnaire. How does this happen? I would like to have an editable file so I may fix this. I have asked for these things to be fixed in the past but they have not. They have only been further misconstrued.

I also would like to see all the supporting material that I sent you organized as attachments.

I must say that I am disappointed with what the firm has done with my claim. Please let me know, [REDACTED]

On Dec 8, 2023, at 11:11 AM, Pittman, Esq., Lori <lpittman@sssfirm.com> wrote:

Hello,

Attached please find a draft of the BSA Questionnaire completed with the information that you provided. **Please review the questionnaire carefully.** Once we submit the questionnaire for signature it will be locked, and we will no longer be able to edit it. Accordingly, please let us know at your earliest convenience if you have any additional information you want included or any revisions you want made to your questionnaire. If we do not hear from you within the next 10 business days, we will assume that you have reviewed the draft and have nothing further to add, at which time we will submit it for your electronic signature.

7

Very truly yours,

Lori Pittman, Esq.
Associate

photo



Telephone: (631) 420-9300

Fax: (212) 922-0907

☐ lpittman@sssfirm.com

Website: www.sssfirm.com

445 Broad Hollow Road, Suite 419
Melville, New York 11747



This message, as well as any attached document, contains information from the law firm of Slater Slater Schulman LLP that is confidential and/or privileged, or may contain attorney work product. The e-mail message is intended solely for the named recipient(s) above. If you are not the intended recipient, you are hereby notified that any disclosure, dissemination, copying, distribution or the taking of any action in reliance on the contents of this message or any attachment(s) is strictly prohibited, and may be unlawful. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created, without disclosing the contents, and notify the sender immediately. Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege. Unless expressly stated otherwise, nothing contained in this message should be construed as a digital or electronic signature, nor is it intended to reflect an intention to make an agreement by electronic means.

<0003540 Questionnaire BSA Questionnaire Slater Slater Schulman LLP
Slater Slater Schulman LLP 12-08-2023.pdf>

Unsubscribe @gmail.com from future emails.

Attachment 8

Attachment 8

PART 1: IDENTIFYING INFORMATION**A. Identity of Child Sexual Abuse Survivor**

First Name [REDACTED] Middle Initial [REDACTED] Last Name [REDACTED] Jr/Sr/III [REDACTED]

Mailing Address (If party is incapacitated, is a minor, or is deceased, provide the address of the individual submitting the claim. If you are in jail or prison, provide the address of your place of incarceration):

Number and Street: [REDACTED] Avenue

City: [REDACTED] State: NY Zip Code (Postal Code): [REDACTED]

Country (if other than USA) [REDACTED]

Telephone Nos.: Home [REDACTED] Cell [REDACTED]

Email address: [REDACTED]@gmail.com

For communications regarding this claim you may use (check the appropriate boxes):

Email ☐ US Mail ☐ Home Voicemail ☐ Cell Voicemail ☐ Counsel listed below ☒

Social Security Number (last four digits only): [REDACTED]

If you are in jail or prison, provide your identification number: [REDACTED]

Birth Date (MM/DD/YYYY): [REDACTED] / [REDACTED] / [REDACTED]

Any other name, or names, by which the Sexual Abuse Survivor has ever been known:

B. If you have hired an attorney relating to the sexual abuse described in this proof of claim, please provide their name and contact information:Law Firm Name Slater Slater Schulman, LLPAttorney's Name: First Adam Middle Initial P Last Name Slater

Attorney's Mailing Address:

Number and Street: 445 Broad Hollow Road; Suite 419City: Melville State: New York Zip Code (Postal Code): 11747

Country (if other than USA) [REDACTED]

Telephone No. 631-420-9300 Fax No. 631-465-7052 E-mail: bsa@sssfirm.com



PART 2: BACKGROUND INFORMATION

I. Marital/Domestic Partner History:

- a. Have you ever been married? ☒ Yes ☒ No
- b. If yes, please provide the length of time you were married and provide your current marital status. If you are no longer married, please specify whether your marriage ended by divorce or by the death of your spouse.

[REDACTED]

II. Education History:

- a. What is your highest level of education completed or degree obtained?

[REDACTED]

- b. Educational institution:

[REDACTED]

III. Employment:

- a. What is your current employment status:

☒ Employed – Occupation: [REDACTED]

☒ Retired – Former Occupation: _____

☒ Unemployed

☒ Disabled

☒ Other: _____

IV. Military service::

- a. Have you ever served in the military? ☒ Yes ☒ No

- b. If yes, please provide the following information: which branch(es) of service, years of service in each, your rank at discharge for each, and the nature of discharge for each (e.g. honorable).

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PART 3: NATURE OF THE ABUSE
(Attach additional sheets if necessary)

FOR EACH OF THE QUESTIONS LISTED BELOW, PLEASE COMPLETE YOUR ANSWERS TO THE BEST OF YOUR RECOLLECTION.

NOTE: IF YOU HAVE PREVIOUSLY FILED A LAWSUIT ABOUT YOUR SCOUTING-RELATED ABUSE IN STATE OR FEDERAL COURT, YOU MAY ATTACH A COPY OF THE COMPLAINT. IF YOU HAVE NOT FILED A LAWSUIT, OR IF THE COMPLAINT DOES NOT CONTAIN ALL OF THE INFORMATION REQUESTED BELOW, YOU OR YOUR ATTORNEY MUST PROVIDE THE INFORMATION BELOW TO THE EXTENT OF YOUR RECOLLECTION.

If you were sexually abused by more than one abuser, please separately provide the requested information for each abuser in this response.

- a. Please name each person who sexually abused you in relation to your involvement in Scouting. If you do not remember the name of the abuser(s), provide as much identifying information about each abuser(s) that you can recall, including their relationship to Scouting (e.g., the Scoutmaster of Troop 100, another Troop member of Troop 200, etc.).

[REDACTED]

- b. What was each abuser's position, title, or relationship to you in Scouting (check all that apply)?

- i. ☒ Scoutmaster of my Troop
- ii. ☒ Assistant Scoutmaster of my Troop
- iii. ☒ Adult Scout leader of a Boy Scout camp who was not the Scoutmaster or Assistant Scoutmaster of my Troop
- iv. ☒ Adult Scout leader that does not fit one of the above categories

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- v. ☒ Other (please explain why you believe the person(s) who abused you had a relationship with Scouting): Abuser was the founder and director of Explorer Post 53
- Where were you living at the time of the sexual abuse (city, state)?
- [REDACTED]

- d. What was the type of Troop you were involved with during the sexual abuse (check all that apply)?

- i. ☒ Boy Scouts
- ii. ☒ Cub Scouts
- iii. ☒ Explorer Scouts
- iv. ☒ Scouts

- v. ☒ Other (please explain why you believe you had a connection to Scouting during the sexual abuse):
- [REDACTED]
- _____
- _____
- _____

- e. What was the Troop and physical location (city, state) of your Troop(s) during the sexual abuse?
- [REDACTED]
- _____
- _____

- f. What was the name of organization that chartered or sponsored your Troop (e.g., a religious institution, a school, a community center, or a civic group, etc.)?
- [Note that such organizations are not currently parties to the bankruptcy so if you believe you may have a claim, any such organization you must take separate action to preserve and pursue a claim.]
- [REDACTED]
- _____
- _____

- g. What was the name of Local Council(s) that oversaw your Troop(s) during the sexual abuse or that of Boy Scout camp or other Scouting activity that you believe may have enabled the sexual abuse to occur?

8

[Note that such Local Councils are not currently parties to the bankruptcy so if you believe you may have a claim against any such Local Council you must take separate action to preserve and pursue any such claim.]

[REDACTED]

- h. Where did each act of sexual abuse take place? Please be as specific as possible, including city and state and the name(s) of any camps, properties, schools, churches, or other locations. If any of the incidents occurred in the abuser's home or automobile, please so state and also explain how the abuser used their position in Scouting or a Scouting activity to abuse you (e.g., in the abuser's car on a ride home from Scout meetings, or in the abuser's home during or after Scout meetings.)

Remember: If you were sexually abused by multiple abusers, please separately provide the information for each abuser in this response.

1. [REDACTED] patrol

2. [REDACTED]

3. [REDACTED] or

[REDACTED]

- i. When did the sexual abuse occur? (If you cannot remember exact dates, please provide approximate dates, i.e. month(s) and year(s).) If the sexual abuse or other wrongful sexual conduct took place over a period of time, please state when it started and when it stopped (months and years if possible).

Remember: If you were sexually abused by multiple abusers, please separately provide the information for each abuser in this response.

[REDACTED]

- j. How old were you at the time of the sexual abuse by each abuser? (If you cannot remember exact age, please provide approximate age.)
- [REDACTED]
-

8

- k. Describe the sexual abuse. With respect to each act of sexual abuse, please describe the frequency of the abuse, including the approximate number of times each act of sexual abuse occurred. Please attach additional pages if needed.

Remember: If you were sexually abused by multiple abusers, please separately provide the information for each abuser in this response.

[REDACTED]

- l. Have you ever told anyone, including verbally or in writing, about the sexual abuse at any time? This includes telling someone when you were a child or when you were an adult. ☒ Yes ☐ No.

- m. If your answer to the previous question is "yes," please state the name of each person you told and the date. (If you cannot remember exact dates, please provide approximate dates, i.e. month(s) and year(s).) Such persons may include, but are not limited to, parents; siblings; relatives; friends; adult Boy Scout leaders; representatives of the Boy Scouts of America; representatives of a Local Council; representatives of a sponsoring or chartering organization; attorneys (unrelated to this matter); psychologists, psychiatrists, social workers, counselors; and/or law enforcement authorities

[REDACTED]

PART 4: IMPACT OF CHILD SEXUAL ABUSE

(Attach additional sheets if necessary)

(If you currently cannot describe any harm you have suffered on account of the child sexual abuse, you may omit this section for now. However, you may be asked to provide the information requested in this Part 5 at a later date.)

8

1. Please describe how you believe you were impacted, harmed, damaged, or injured as a result of the child sexual abuse you described above. This may include, but is not limited to, effect(s) on your mental health; emotional health; psychological health; physical health, education; employment; family relationships; romantic relationships; marriages; relationships with your children; and substance abuse.

[REDACTED]

2. Have you ever sought counseling or other mental health treatment for the impacts, harms, damages, and/or injuries described above?

☒ Yes ☐ No.

If your response to the prior question is "yes," please identify the name of each person who provided you with counseling or mental health treatment, their location, the type of counseling or treatment and the estimated dates/time period of counseling or treatment. If you were prescribed medication in connection with such counseling or mental health treatment, please list the name of the medication and how long you took that medication.

[REDACTED]

[REDACTED]

[REDACTED]

8

PART 5: ADDITIONAL INFORMATION

- A. Prior Litigation. Was a lawsuit filed by you or on your behalf against the BSA concerning the sexual abuse described above? Yes ☒ No ☒ (If "Yes," you are required to attach a copy of the complaint.)
- B. Prior Settlement. Did you settle any claim(s) against the BSA concerning the sexual abuse described above? Yes ☒ No ☒ (If "Yes," you are required to attach a copy of the settlement agreement.)
- C. Prior Claims. Have you filed any claims in any other bankruptcy case relating to the sexual abuse described above? Yes ☒ No ☒ (If "Yes," you are required to attach a copy of any completed claim form.)
- D. Bankruptcy. Have you ever filed for bankruptcy? Yes ☒ No ☒ If "Yes," please provide the following information:
- Name of Case: _____ Court: _____
- Date filed: _____ Case No. _____
- Chapter: 7 ☐ 11 ☐ 12 ☐ 13 ☐ Name of Trustee: _____
- Did you receive a discharge in such bankruptcy case? Yes ☐ No ☐
- E. Did anyone witness the abuse? ☒ Yes ☒ No.
- F. If your answer to the previous question is "yes," please state the name of each person you believe witnessed the abuse and the date. If you cannot remember the exact date(s), please provide the approximate date(s), i.e. month(s) and year(s).

- G. Did ever witness the abuser behave inappropriately with anyone else? ☒ Yes ☒ No.
- H. If your answer to the previous question is "yes," please state the name of each person you believe may have experienced inappropriate behavior with the abuser and when. Also indicate whether we may contact that person(s). If you cannot remember exact dates, please provide approximate dates, i.e. month(s) and year(s). Please note, we will never contact anyone you identify in response to this question without your express consent.

8

8

SIGNATURE

To be valid, this proof of claim must be signed by you or your attorney. If the child sexual abuse survivor is deceased or incapacitated, the form may be signed by the child sexual abuse survivor's representative or the attorney for the estate. If the child sexual abuse survivor is a minor, the form may be signed by the child sexual abuse survivor's parent or legal guardian, or the child sexual abuse survivor's attorney. (Any form signed by a representative or legal guardian must attach documentation establishing such person's authority to sign this form for the survivor.)

Sign and print your name. If you are signing the claim on behalf of another person or an estate, print your title.

Under penalty of perjury, I declare the foregoing statements to be true and correct.

Date: _____

Attorney Signature: _____

Print Name: Adam P. Slater, Esq.

Relationship to Claimant (if not signed by Claimant): Legal Representative

Attachment 9

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

Attachment 9

In re:

BOY SCOUTS OF AMERICA AND
DELAWARE BSA, LLC,¹

Debtors.

Chapter 11

Case No. 20-10343 (LSS)

(Jointly Administered)

SEXUAL ABUSE SURVIVOR PROOF OF CLAIM

This Sexual Abuse Survivor Proof of Claim must be submitted and received by **5:00 p.m. (Eastern Time) on November 16, 2020**. Please carefully read the following instructions included with this SEXUAL ABUSE SURVIVOR PROOF OF CLAIM and complete ALL applicable questions to the extent of your knowledge or recollection. If you do not know the answer to an open-ended question, you can write "I don't recall" or "I don't know." If a question does not apply, please write "N/A." If you are completing this form in hard copy, please write or type clearly using blue or black ink.

The Sexual Abuse Survivor Proof of Claim must be delivered to Omni Agent Solutions, the Court-approved claims and noticing agent (the "Claims Agent"), by either:

- (i) Hand delivery, first class mail, or courier the *original* proof of claim to: BSA Abuse Claims Processing, c/o Omni Agent Solutions, 5955 De Soto Ave., Suite 100, Woodland Hills, CA 91367, so that it is *received* on or before November 16, 2020 at 5:00 p.m. (Eastern Time);² or
- (ii) Electronically using the interface available at: www.OfficialBSAClaims.com on or before **November 16, 2020 at 5:00 p.m. (Eastern Time)**.

Sexual Abuse Survivor Proofs of Claim sent by email or facsimile transmission **will not** be accepted.

"You" and/or "Sexual Abuse Survivor" refers to the person asserting a Sexual Abuse Claim against the Boy Scouts of America ("BSA") related to the Sexual Abuse Survivor's sexual abuse. For this claim to be valid, the Sexual Abuse Survivor must sign this form. If the Sexual Abuse Survivor is deceased or incapacitated, the form must be signed by the Sexual Abuse Survivor's representative or the attorney for the Sexual Abuse Survivor's estate. If the Sexual Abuse Survivor is a minor, the form must be signed by the survivor's parent or legal guardian or attorney. Any Sexual Abuse Survivor Proof of Claim signed by a representative or legal guardian must attach documentation establishing such person's authority to sign the claim for the Sexual Abuse Survivor.

Who Is a Sexual Abuse Survivor?

For purposes of this Sexual Abuse Survivor Proof of Claim, the term **Sexual Abuse Survivor** refers to a person who was sexually abused *before* turning eighteen (18) years of age.

Who Should File a Sexual Abuse Survivor Proof of Claim?

This Sexual Abuse Survivor Proof of Claim is only for people who were sexually abused before turning eighteen (18) years of age and where the sexual abuse (defined below) occurred on or before February 18, 2020. This Sexual Abuse Survivor Proof of Claim is the way you assert an unsecured claim against BSA seeking damages based on Scouting-related sexual abuse. Any person

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 If you are mailing your Sexual Abuse Survivor Proof of Claim, do not attach original documents with your Sexual Abuse Survivor Proof of Claim.

asserting a claim based on anything other than childhood sexual abuse should use the General Proof of Claim form (official bankruptcy form 410).

What Is Sexual Abuse?

For the purposes of this Sexual Abuse Survivor Proof of Claim, **sexual abuse** means, with respect to a child under the age of eighteen (18) at the time of the sexual abuse, sexual conduct or misconduct, sexual abuse or molestation, sexual exploitation, sexual touching, sexualized interaction, sexual comments about a person's body, or other verbal or non-verbal behaviors that facilitated, contributed to, or led up to abuse, regardless of whether or not such behavior was itself sexual or against the law, and regardless of whether the child thought the behavior was sexual abuse at the time. Sexual abuse includes behavior between a child and an adult and between a child and another child, in each instance without regard to whether such activity involved explicit force, whether such activity involved genital or other physical contact, and whether the child associated the abuse with any physical, psychological, or emotional harm. It involves behaviors including penetration or fondling of the child's body, other body-on-body contact, or non-contact, behaviors such as observing or making images of a child's naked body, showing or making pornography, or having children behave in sexual behavior as a group.

If you have a claim arising from sexual abuse and you were at least eighteen (18) years of age at the time the sexual abuse began or if you have a claim arising from other types of abuse, including non-sexual physical abuse, non-sexual emotional abuse, bullying or hazing, you should consult the *Notice of Deadlines Requiring Filing of Proof of Claim* and file a General Proof of Claim (Official Bankruptcy Form 410).

For the avoidance of doubt, if you have a claim for sexual abuse and you were a child under the age of eighteen (18) when the sexual abuse began you must complete this form.

You May Wish to Consult an Attorney Regarding This Matter.

You may also obtain information from the Claims Agent by: (1) calling toll free at 866-907-2721, (2) emailing at BSAInquiries@omniagnt.com, or (3) visiting the case website at www.OfficialBSAClaims.com (do not contact the Claims Agent for legal advice).

What If I Don't File on Time?

Failure to complete and return this Sexual Abuse Survivor Proof of Claim by November 16, 2020 at 5:00 p.m. (Eastern Time) may result in your inability to vote on a plan of reorganization and/or to receive a distribution from this bankruptcy for sexual abuse related to BSA.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

PART 1: CONFIDENTIALITY

Unless you indicate below, your identity and your Sexual Abuse Survivor Proof of Claim will be kept **confidential**, under seal, and outside the public record. However, information in this Sexual Abuse Survivor Proof of Claim will be confidentially provided, pursuant to Court-approved guidelines, to the Debtors, the Debtors' counsel and retained advisors, certain insurers of BSA, the Tort Claimants' Committee, counsel to the Ad Hoc Committee of Local Councils (with personally identifiable information redacted), individual Local Councils solely with respect to Sexual Abuse Claims asserted against them, attorneys at the Office of the United States Trustee for the District of Delaware, the Future Claimants' Representative, the Court, and confidentially to such other persons that the Court determines need the information in order to evaluate the claim. Information in this Sexual Abuse Survivor Proof of Claim may be required to be disclosed to governmental authorities under mandatory reporting laws in many jurisdictions.

This Sexual Abuse Survivor Proof of Claim (along with any accompanying exhibits and attachments) will be maintained as **confidential** unless you expressly request that it be publicly available by checking the "public" box **and** signing below.

☐

PUBLIC: I want my identity and this Sexual Abuse Survivor Proof of Claim (together with any exhibits and attachments) to be made part of the official claims register in these cases. My claim will be available for review by any and all members of the public.

Signature: _____

Print Name: _____

PART 2: IDENTIFYING INFORMATION

A. Identity of Sexual Abuse Survivor

First Name [REDACTED] Middle Initial [REDACTED] Last Name Y [REDACTED] Jr/Sr/III _____

Mailing Address (If Sexual Abuse Survivor is incapacitated, is a minor, or is deceased, provide the address of the individual submitting the claim. If you are in jail or prison, provide the address of your place of incarceration):

Number and Street:	[REDACTED] Avenue				
City:	[REDACTED]	State:	NY	Zip Code:	[REDACTED]
Country (not USA):		Email Address:	[REDACTED]@gmail.com		
Telephone (Home):		Telephone (Cell):	[REDACTED]		

For communications regarding this claim you may use (check the appropriate boxes):

Email ☐ US Mail ☐ Home Voicemail ☐ Cell Voicemail ☐ Counsel listed below ☒

Social Security Number of Sexual Abuse Survivor (last four digits only): XXX-XX-[REDACTED]

If the Sexual Abuse Survivor is in jail or prison, provide the Sexual Abuse Survivor's identification number: _____

Birthdate of Sexual Abuse Survivor (only the month and year): (MM/YYYY): [REDACTED] / 19[REDACTED]

Any other name, or names, by which the Sexual Abuse Survivor has ever been known: _____

Gender of Sexual Abuse Survivor: Male ☐ Female ☒ Other (specify) _____

B. If you have hired an attorney relating to the sexual abuse described in this Sexual Abuse Survivor Proof of Claim, please provide his or her name and contact information:

Law Firm Name:	Slater Slater Schulman, LLP				
Attorney's Name:	Adam Slater				
Number and Street:	445 Broadhallow Road; Suite 419				
City:	Melville	State:	New York	Zip Code:	11747
Country (not USA):		Email Address:	bsa@sssfirm.com		
Telephone (Work):	631-420-9300	Fax No.	631-465-7052		

PART 3: BACKGROUND INFORMATION FOR SEXUAL ABUSE SURVIVOR

A. Marital/Domestic Partner History:

a. Have you ever been married? Yes ☒ No ☒



b. If yes, please provide:

i. Length of time you were/have been married: _____

ii. Current marital status: [REDACTED] _____

c. If your marriage has ended, please specify whether your marriage ended by: divorce ☐ or death of your spouse ☐

B. Education History:

a. What is your highest level of education completed or degree obtained?

High School ☐ Associates ☐ Bachelors ☒ Masters ☐ Doctoral ☐ Other _____

b. Educational institution(s): [REDACTED] University _____

C. Employment:

a. What is your current employment status:

☒ Employed – Occupation: [REDACTED] _____

☐ Retired – Former Occupation: _____

☐ Unemployed – Former Occupation: _____

☐ Disabled – Former Occupation: _____

☐ Other: _____

D. Military service:

a. Have you ever served in the military? Yes ☐ No ☒

b. If yes, please provide the following information:

c. Branch(es) of service: _____

d. Years of service in each: _____

e. Rank at discharge for each: _____

f. Nature of discharge for each (e.g., honorable): _____

E. Involvement with Scouting:

a. Have you ever been affiliated with Scouting and/or a Scouting program?

Yes ☒ No ☐

b. When were you involved with Scouting? In or about 1978-1980 _____

c. What type of Scouting unit (i.e., troop) were you involved with?

Case [REDACTED] LSS Doc 695-7 Filed 05/26/20 Page 6 of 13

- ☐ Boy Scouts _____
- ☐ Cub Scouts _____
- ☒ Exploring Scouts **Explorer Post** [REDACTED] _____
- ☐ Sea Scouts _____
- ☐ Venturing _____
- ☐ Other (please explain your involvement with Scouting):

PART 4: NATURE OF THE SEXUAL ABUSE

(Attach additional sheets if necessary)

For each of the questions listed below, please complete your answers to the best of your recollection.

Note: If you have previously filed a lawsuit about your Scouting-related sexual abuse in state or federal court, you may attach a copy of the complaint. If you have not filed a lawsuit, or if the complaint does not contain all of the information requested below, you must provide the information below to the extent of your recollection.

Please answer each of the following questions to your best ability. If you do not know or recall, please so indicate.

If you are the survivor of sexual abuse by more than one sexual abuser, please respond to each of the questions in this Part 4 for each sexual abuser.

A. Please answer "Yes" or "No" to each of the following:

- i. Were you sexually abused by more than one person? Yes [REDACTED] No [REDACTED]
- ii. Were you sexually abused in more than one state? Yes [REDACTED] No [REDACTED]

B. Please name each person who sexually abused you in relation to your involvement in Scouting. ("Scouting" includes Cub Scouts, Boy Scouts, Exploring Scouts, Sea Scouts and Venturing.)

If you do not remember the name of the sexual abuser(s), provide as much identifying information about the sexual abuser(s) that you can recall, such as their approximate age and their relationship to Scouting (e.g., the Scoutmaster of Troop 100, another Troop member of Troop 200, camp staff member, etc.).

- C. Other than the sexual abuser(s), please identify any person(s) you can remember who were leaders or other adults involved in your Scouting unit or the camp(s) you attended.

- D. What was each sexual abuser's position, title, or relationship to you in Scouting (check all that apply)?

- ☒ Adult Scout leader in my Scouting unit
☒ Adult Scout leader not in my Scouting unit
☒ Youth Scout in my Scouting unit
☒ Youth Scout not in my Scouting unit
☒ Camp personnel (e.g., camp staff) not in my Scouting unit
☒ I don't know
☒ Other (please explain why you believe the person(s) who sexually abused you had a relationship with Scouting):

- E. Where were you at the time you were sexually abused (city, state, territory and/or country)?

- F. What was the type of Scouting you were involved with during the sexual abuse (check all that apply)?

- ☒ Boy Scouts
☒ Cub Scouts
☒ Exploring Scouts
☒ Venturing
☒ Sea Scouts
☒ Other (please explain why you believe you had a connection to Scouting during the sexual abuse):

- G. What was the Scouting unit number and physical location (city, state, territory and/or country) of the Scouting unit(s) or provisional troop you were in during the time of the sexual abuse?

- H. What was the name and location (city, state, territory and/or country) of the organization that chartered or sponsored your Scouting unit, including the organization that hosted meetings of your Scouting unit, during the time of the sexual abuse (e.g., church, school, religious institution, or civic group)?

(Note that such organizations are not currently parties to the bankruptcy so if you believe you may have a claim against any such organization you must take additional action to preserve and pursue any such claim.)

Claimant believes that [REDACTED] Church was the sponsoring organization.

- I. What was the name of the BSA Local Council(s) affiliated with your Scouting unit(s), any Boy Scout camp or other Scouting activity during the time of the sexual abuse?

(Note that such BSA Local Councils are not currently parties to the bankruptcy so if you believe you may have a claim against any such BSA Local Council(s) you must take additional action to preserve and pursue any such claim.)

[REDACTED] Council BSA

- J. In which of the following places did the sexual abuse take place? Check all that apply.

- ☒ At or in connection with a Scout meeting.
- ☒ At or in connection with a Scout camp.
- ☒ At or in connection with another Scouting-related event or activity (please explain):

- ☒ Other (please explain – for example, schools, churches, cars, homes or other locations):

- K. When did the first act of sexual abuse take place? If you do not remember the calendar date, what school grade were you in at the time and what season of the year was it (spring, summer, fall, winter), and what age were you when it started? If the sexual abuse took place over a period of time, please state when it started and when it stopped. If you were sexually abused by more than one sexual abuser indicate when the sexual abuse by each of the sexual abusers started and stopped.

- L. Please describe what happened to you. You can provide a description in your own words and/or use the checkboxes below.

- i. About how many times were you sexually abused?

- ☒ I was sexually abused once.
- ☒ I was sexually abused more than once.

If you were sexually abused more than once, please state how many times (if you recall): [REDACTED]

i. What did the sexual abuse involve?

- ii. Did any of the following occur in connection with the sexual abuse:

- ☐ The acts of sexual abuse against me also involved other youth.
- ☐ The sexual abuse involved photographs or video.
- ☐ Even though I did not want it, my body responded sexually to the sexual abuse.
- ☐ The sexual abuse involved actual or implied threats of violence or other adverse consequences if I disclosed the sexual abuse.
- ☐ The sexual abuse involved gifts, privileges, experiences, and other rewards or bribes in addition to the activities and awards normally part of Scouting.
- ☐ The sexual abuser(s) made my family think they could be trusted.
- ☐ At the time of the sexual abuse, my family or I had significant financial, social, behavioral or other challenges.

If you wish to provide a narrative, please describe the sexual abuse in as much detail as you can recall in the lines below. You may attach additional pages if needed.

[REDACTED]

- [illegible]

☐ Religious organization leader, member, volunteer

☒ Family member or relative

Coach/athletics

 Teacher

 Neighbor

Other (please explain and add any other information you remember to the categories above):

THE NATIONAL YOUTH GROUP

R. Are you aware of anyone who knew about the sexual abuse?



PART 5: IMPACT OF SEXUAL ABUSE

(Attach additional pages if necessary)

(If you currently cannot describe any harm you have suffered on account of the sexual abuse, you may omit this section for now. However, you may be asked to provide the information requested at a later date.)

- A. Please describe how you were impacted, harmed, damaged, or injured in ways that you now connect as being related to the sexual abuse you described above. (Check all that apply.) You can provide a description in your own words and/or use the checkboxes below. Please note that the boxes are not meant to limit the characterization or description of the impact(s) of your sexual abuse.

- ☒ Psychological / emotional health (including depression, anxiety, feeling numb, difficulty managing or feeling emotions including anger)
- ☒ Post traumatic stress reactions (including intrusive images, feelings from the abuse, numbing or avoidance behaviors)
- ☒ Physical health (including chronic disease, chronic undiagnosed pain or physical problems)
- ☒ Education (including not graduating high school, being unable to finish training or education)
- ☒ Employment (including difficulties with supervisors, difficulty maintaining steady employment, being fired from jobs)
- ☒ Intimate relationships (including difficulty maintaining emotional attachments, difficulty with sexual behavior, infidelity)
- ☒ Social relationships (including distrust of others, isolating yourself, not being able to keep healthy relationships)
- ☒ Alcohol and/or substance abuse (including other addictive behavior such as gambling)
- ☒ Other (please explain and add any other information you remember to the categories above)

If you wish to provide a narrative, please describe how you were impacted, harmed, damaged, or injured in ways that you now connect as being related to the sexual abuse you described above in as much detail as you can recall in the lines below. You may attach additional pages if needed.

[REDACTED]

- B. Have you ever sought counseling or other mental health treatment for any reason?

Yes ☒ No ☒

If your response to the prior question is "Yes," please identify the name of each person who provided you with counseling or mental health treatment, their location, the type of counseling or treatment and the estimated dates/time period of counseling or treatment. If you were prescribed medication in connection with such counseling or mental health treatment, please list the name of the medication and how long you took that medication.

[REDACTED]

PART 6: ADDITIONAL INFORMATION

A. Prior Litigation.

- i. Was a lawsuit regarding the sexual abuse you have described in this Sexual Abuse Survivor Proof of Claim filed by you or on your behalf.

Yes ☒ No ☐ (If "Yes," you are required to attach a copy of the complaint.)

B. Prior Bankruptcy Claims. Have you filed any claims in any other bankruptcy case relating to the sexual abuse you have described in this Sexual Abuse Survivor Proof of Claim? Yes ☒ No ☒ (If "Yes," you are required to attach a copy of any completed claim form.)

C. Payments. Have you received any payments related to the sexual abuse you have described in this Sexual Abuse Survivor Proof of Claim from any party, including BSA? Yes ☒ No ☒

- i. If yes, how much and from whom? _____

D. Current Bankruptcy Case. Are you currently a debtor in a bankruptcy case? Yes ☒ No ☒

- i. If yes, please provide the following information:

Name of Case: _____ Court: _____

Date filed: _____ Case No. _____

Chapter: 7 ☐ 11 ☐ 12 ☐ 13 ☐ Name of Trustee: _____

[Signature page follows – you must complete and sign the next page]



SIGNATURE

To be valid, this Sexual Abuse Survivor Proof of Claim must be signed by you. If the Sexual Abuse Survivor is deceased or incapacitated, the form must be signed by the Sexual Abuse Survivor's representative or the attorney for the Sexual Abuse Survivor's estate. If the Sexual Abuse Survivor is a minor, the form must be signed by the Sexual Abuse Survivor's parent or legal guardian, or the Sexual Abuse Survivor's attorney. (Any form signed by a representative or legal guardian must attach documentation establishing such person's authority to sign this form for the Sexual Abuse Survivor.)

Penalty for presenting a fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:



I am the Sexual Abuse Survivor.



I am the Sexual Abuse Survivor's attorney, guardian, kinship (or other authorized) caretaker, executor, or authorized representative.



Other (describe): _____

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

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

Date:

7/26/2020

Signature:

DocuSigned by:
[REDACTED]

Print Name:

[REDACTED] Y [REDACTED]

Relationship to Sexual Abuse Survivor (if not signed by Sexual Abuse Survivor): _____

Address:

[REDACTED] Ave

[REDACTED] NY [REDACTED]

Contact Phone:

[REDACTED]

Email:

[REDACTED]@gmail.com

Attachment 10



[REDACTED] Y [REDACTED]
To: Jessica D. Smith Esq. >

7/17/25

Hi Jessica,

I will not confirm to a percentage. The fact is that we don't even have a valid Retainer Agreement. Therefore, I will not agree to a percentage. I believe I did give you until Friday July 25 to respond.

Thank you,
[REDACTED]

On Jul 17, 2025, at 2:56 PM, Jessica D. Smith, Esq. <jkeller@sssfirm.com> wrote:

See More



Found in Gmail Inbox



Jessica D. Smith,
To: [REDACTED] Y [REDACTED] >

7/17/25

[REDACTED]

I kindly request a longer period of time to discuss this with my partners. I promised you I will be fair in this process. I believe we have to agree to a percentage. Can you kindly confirm a percentage of your claim that you believe is fair and allow me until next Friday to respond?

Thank you,
Jessica

On Thu, Jul 17, 2025 at 2:54 PM [REDACTED] <[\[REDACTED\]@gmail.com](mailto:[REDACTED]@gmail.com)> wrote:

Show Quoted Content

signature, nor is it intended to reflect an intention to make an agreement by electronic means.

Jessica D. Smith, Esq.
Partner

Telephone: (631) 420-9300



Jessica D. Smith,

To: [REDACTED] Y [REDACTED] >

Friday

**Re: Slater Slater Schulman LLP Case# 000 [REDACTED] - Y [REDACTED]
Suzanne**

Dear Mrs. Y [REDACTED]

→ We have carefully reviewed your request, and after thorough consideration, we believe that our retainer agreement is valid and aligned with applicable New York law, which typically mandates a retroactive reduction to 33.33%. ←

→ In the spirit of collaboration and to assist you as best as we can, we are happy to extend a further reduction of our fee to 20%. We can only agree to a percentage. We truly appreciate your understanding and look forward to working together to find a solution that works for everyone. ←

Please let us know if you agree with this proposal or if you have any questions.

Warm regards,
Jessica

On Thu, Jul 17, 2025 at 3:17 PM [REDACTED] Y [REDACTED] <[REDACTED]@gmail.com> wrote:
Hi Jessica,

Show Quoted Content

signature, nor is it intended to reflect an intention to make an agreement by electronic means.

--
Jessica D. Smith, Esq.
Partner

Telephone: (631) 420-9300

Fax: (212) 922-0907

✉ jkeller@sssfirm.comWebsite: www.sssfirm.com445 Broad Hollow Road, Suite 419
Melville, New York 11747

10



To: Jessica D. Smith Esq. >

7/17/25



Attachments.pdf

917 KB



→ Dear Jessica,

I am following up with you regarding our conversation on Friday July 11, 2025 in which we discussed settlement fees and release of the lien SSS (Slater Slater Schulman) placed on my Settlement Trust Claim.

This is where I stand on the matter:

1. NY State Rules of Professional Conduct (Rule 1.5) requires that both SSS (Slater Slater Schulman) and I sign the Contingency/ Retainer Agreement. If one party does not sign, the Agreement is invalid. SSS did not sign my Agreement. Therefore, our Agreement is not in effect and unenforceable. See attachment 1.

2. In addition to the Agreement being invalid, there is no noted termination clause in the event that I terminate SSS services, which is what I did. There is nothing in the agreement that states I still owe you a contingency percentage or any other fee such as quantum meruit. Therefore, there is nothing owed. See attachment 1 and 2.

3. SSS was terminated for "cause".

- I requested that you and, months earlier, Linc Leder contact the Settlement Trust on my behalf for a valid reason. You refused to do so and Linc would not follow up. See attachments 3 and 4.

- Information on the claim forms that I completed were somehow changed making my assertions inaccurate, important and relevant information was erased, and typos magically appeared. See attachment 5.

- NY State Court Rules (22NYCRR603.7(e)(1),(2) state that the most a law firm can legally charge for this type of case is 33.3%. My Contingency Agreement states SSS' fee is 40%. Yet the Lien form SSS later completed states 33.3% is the maximum fee in NY State. It seems that SSS tried to unethically inflate my fee. This behavior by SSS is unconscionable. See attachments 1 and 6.

- SSS did little to no work on my claim and there were no additional expenses. SSS noted this on the Settlement Trust Lien form. Initially, I spoke with Linc Leder who provided my case consultation to determine its merit. Linc told me there was no

10



is unconscionable. See attachments 1 and 6.

- SSS did little to no work on my claim and there were no additional expenses. SSS noted this on the Settlement Trust Lien form. Initially, I spoke with Linc Leder who provided my case consultation to determine its merit. Linc told me there was no charge for this consultation. Thereafter, I completed all forms myself and provided all supporting documents to SSS. Another low level attorney, Lori Pitmann electronically submitted my forms. The difficulty of my case and the time SSS spent on it only warrants a small quantum meruit fee.

4. I am willing to pay \$1,000 in exchange for your full, complete, and signed releases of the lien you placed on my claim. Taking into full consideration of all the ethical issues raised above, this is a more than fair offer.

5. Should you not agree to my offer, I will have no choice but to file ethics complaints with the NY State Bar Association, NY State Grievance Committee, and Westchester County Supreme Court to have the lien extinguished.

Thank you for your prompt attention to this matter. Please respond to me with your acceptance or refusal of my offer no later than Friday, July 25, 2025. Should I not hear back from you, I will move on to next steps.

Sincerely yours,

[REDACTED]

On Jul 11, 2025, at 2:30 PM, **[REDACTED]** <[\[REDACTED\]@gmail.com](#)> wrote:

See More



Found in Gmail Inbox



Jessica D. Smith,

To: **[REDACTED]**

7/11/25

I am free until 4:30pm today. [631-420-9300 ext 124](tel:631-420-9300)

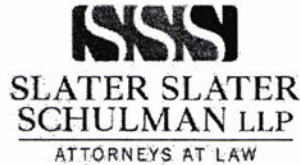
On Fri, Jul 11, 2025 at 2:30 PM **[REDACTED]** <[\[REDACTED\]@gmail.com](#)> wrote:

I don't think this should wait and I would like this settled sooner rather than later. I

Show Quoted Content

signature, nor is it intended to reflect an intention to make an agreement by electronic means.

Attachment 11



RETAINER AGREEMENT

TO: Slater Slater Schulman LLP
101 West Elm Street, Suite 215
Conshohocken, PA 19428

The Client, [REDACTED] Y [REDACTED], residing at [REDACTED], NY. [REDACTED], engages Slater Slater Schulman LLP (the "Firm") to prosecute, negotiate, and/or adjust claim for damages relating to the sexual misconduct, abuse, assault, and/or exploitation committed by Boy Scouts of America persons or entities, employees, affiliates, partners or other related parties. Specifically, the Firms agree to prosecute, negotiate and/or adjust claims pertaining to sexual misconduct, abuse, assault, and/or exploitation claims under Federal or State law. Specifically, the Firm agrees to prosecute, negotiate and/or adjust claims pertaining to: sexual misconduct, abuse, assault, and/or exploitation claims under Federal or State law. Should other claims arise through the course of representation, the Firm may, or may not, agree to represent the Client for those claims. If the Firm agrees to negotiate, adjust and/or prosecute other claims, such agreement shall first be memorialized in a separate written agreement.

The Client hereby gives said attorneys the exclusive right to take all legal steps to enforce said claims and to reject the same after reviewing and investigating the merits if a determination is made in the attorneys' sole and professional judgment that an action is not maintainable. The Client hereby further agrees not to settle this action in any manner without the attorneys' written consent. In consideration of the services rendered and to be rendered by said attorneys, the Client hereby agrees to pay said attorneys out of any verdict or settlement, and that said attorneys are authorized to endorse for the Client any checks that may be paid by reason of the above claim or action, and to retain the fees out of any moneys received by reason of the above claim or action:

Either: (a) Forty (40%) percent of the total sum recovered, whether recovered by verdict, settlement or otherwise, (Contingency Fee); or (b) any Court award or settlement amount in which attorneys' fees are enumerated and recovered, and which is greater than the contingency fee (Fee Award).

Such Contingency Fee percentage shall be computed on the gross sum recovered. In computing the attorneys' fee, the costs as taxed, including interest upon a judgment, shall be deemed part of the amount recovered. Expenses and disbursements may be advanced by the attorneys but are the client's responsibility and payable at the conclusion of the case, and may include, but are not limited to, court filing fees, process server charges, charges for records, court reporter charges, expert witness fees (if applicable), investigative and other services properly chargeable to the enforcement of the claim(s) or prosecution of the action.

In the event there is no recovery, there shall be no attorneys' fees payable.

11

Nothing contained in this Retainer shall be applicable to the fixing of attorneys' fees for services rendered in connection with appeals. Client acknowledges that this Retainer does not include appeals and that our law firm reserves the right to negotiate new terms for the payment of costs, disbursements and attorneys' fees in connection with prosecuting or defending any appeal which may arise during the enforcement of the claim or prosecution of the action.

I understand that the statute of limitations period for my case must be investigated and that this agreement is made subject to that investigation as well as investigation of my entire case.

I understand that no attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. I further understand that I must immediately report any changes in my residence, telephone number, email address, and contact information to the law firm.

I understand that attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Attorney may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.

In the event the Client fails to comply with any of the terms of this Retainer, the attorneys reserve the right to withdraw and preserve their rights to seek fees and recovery of expenses. A facsimile or electronic copy shall be deemed an original.

DocuSigned by:
[Redacted Signature]
890E7C6003B3468...

Client Signature: _____

Dated: 7/24/2020 _____

Phone number: [Redacted] _____

Email address: [Redacted]@gmail.com _____

Attachment 12

12



RETAINER AGREEMENT

TO: Slater Slater Schulman LLP
101 West Elm Street, Suite 215
Conshohocken, PA 19428

Liakas Law, P.C.
65 Broadway, 14th Floor
New York, NY 10006

The Client, John [REDACTED], residing at [REDACTED] MO 65672, engages Slater Slater Schulman LLP and Liakas Law, P.C. (the "Firms") to prosecute, negotiate, and/or adjust claim for damages relating to the sexual misconduct, abuse, assault, and/or exploitation committed by Boy Scouts of America persons or entities, employees, affiliates, partners or other related parties. Specifically, the Firms agree to prosecute, negotiate and/or adjust claims pertaining to: sexual misconduct, abuse, assault, and/or exploitation claims under Federal or State law. Should other claims arise through the course of representation, the Firms may, or may not, agree to represent the Client for those claims. If the Firms agree to negotiate, adjust and/or prosecute other claims, such agreement shall first be memorialized in a separate written agreement.

The Client hereby gives said attorneys the exclusive right to take all legal steps to enforce said claims and to reject the same after reviewing and investigating the merits if a determination is made in the attorneys' sole and professional judgment that an action is not maintainable. The Client hereby further agrees not to settle this action in any manner without the attorneys' written consent. In consideration of the services rendered and to be rendered by said attorneys, the Client hereby agrees to pay said attorneys out of any verdict or settlement, and that said attorneys are authorized to endorse for the Client any checks that may be paid by reason of the above claim or action, and to retain the fees out of any moneys received by reason of the above claim or action:

Either: (a) Forty (40%) percent of the total sum recovered, whether recovered by verdict, settlement or otherwise, (Contingency Fee); or (b) any Court award or settlement amount in which attorneys' fees are enumerated and recovered, and which is greater than the contingency fee (Fee Award).

Such Contingency Fee percentage shall be computed on the gross sum recovered. In computing the attorneys' fee, the costs as taxed, including interest upon a judgment, shall be deemed part of the amount recovered. Expenses and disbursements may be advanced by the attorneys but are the client's responsibility and payable at the conclusion of the case, and may include, but are not limited to, court filing fees, process server charges, charges for records, court reporter charges, expert witness fees (if applicable), investigative and other services properly chargeable to the enforcement of the claim(s) or prosecution of the action.

In the event there is no recovery, there shall be no attorneys' fees payable.

12

Nothing contained in this Retainer shall be applicable to the fixing of attorneys' fees for services rendered in connection with appeals. Client acknowledges that this Retainer does not include appeals and that our law firms reserve the right to negotiate new terms for the payment of costs, disbursements and attorneys' fees in connection with prosecuting or defending any appeal which may arise during the enforcement of the claim or prosecution of the action.

I understand that the statute of limitations period for my case must be investigated and that this agreement is made subject to that investigation as well as investigation of my entire case.

I understand that no attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. I further understand that I must immediately report any changes in my residence, telephone number, email address, and contact information to the law firms.

I understand that attorneys may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Attorney may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.

In the event the Client fails to comply with any of the terms of this Retainer, the attorneys reserve the right to withdraw and preserve their rights to seek fees and recovery of expenses. A facsimile or electronic copy shall be deemed an original.

Client Signature: [REDACTED]

Dated: Jul 18, 2020

Phone number: [REDACTED]

Email address: [REDACTED]

Attorney Name: _____

Attorney Signature: _____

Attachment 13

13

DocuSign
SECURED**Certificate Of Completion**

Envelope Id: 85E32D0BCF2B47F2A1AE318963705ACC

Status: Completed

Subject: Please DocuSign: Boy Scout Retainer SSS.pdf

Source Envelope:

Document Pages: 2

Signatures: 1

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Slater Slater Schulman LLP

445 Broad Hollow Road

Suite 334

Melville, NY 11747

paralegal@sssfirm.com

IP Address: 68.132.97.22

Record Tracking

Status: Original

Holder: Slater Slater Schulman LLP

Location: DocuSign

7/24/2020 12:21:15 AM

paralegal@sssfirm.com

Signer Events

[Redacted] Y [Redacted]

[Redacted]@gmail.com

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:

890E7C6003B3468

Signature Adoption: Drawn on Device

Using IP Address: 68.161.208.178

Timestamp

Sent: 7/24/2020 12:21:39 AM

Viewed: 7/24/2020 10:02:20 PM

Signed: 7/24/2020 10:15:52 PM

Electronic Record and Signature Disclosure:

Accepted: 7/24/2020 10:02:20 PM

ID: 33c8f4d9-0de0-407d-9d99-35f6c659ea50

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/24/2020 12:21:39 AM
Certified Delivered	Security Checked	7/24/2020 10:02:21 PM
Signing Complete	Security Checked	7/24/2020 10:15:52 PM
Completed	Security Checked	7/24/2020 10:15:52 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Attachment 14

14

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

In re:

BOY SCOUTS OF AMERICA AND
DELAWARE BSA, LLC,

Debtors.¹

Chapter 11

Case No. 20-10343 (LSS)
(Jointly Administered)

NOTICE OF ISSUES WITH TRUST CLAIM SUBMISSIONS
BY SLATER SLATER SCHULMAN LLP

The Honorable Barbara J. Houser (Ret.) (the “**Trustee**”), in her capacity as trustee of the BSA Settlement Trust (the “**Trust**”), and Slater Slater Schulman LLP (the “**Slater Firm**”) hereby file this Notice to apprise the Court of irregularities the Trust identified in the population of claims submitted to the Trust by the Slater Firm.

The Trust advised the Slater Firm in June 2024 that it believed there were irregularities in some of the Slater Firm’s claim submissions to the Trust. The Trust paused the processing of all Matrix claims submitted by the Slater Firm while an investigation of the irregularities was conducted.² The Trust has confirmed, and the Slater Firm now agrees, that there are procedural and factual problems in some of the Slater Firm’s claim submissions to the Trust.

As a result of the Trust’s initial investigation, the Trust and the Slater Firm hired, at the Slater Firm’s expense, an independent third party (the “**Neutral**”) to (i) review documents the Trust asked the Slater Firm to produce, (ii) identify documents that may be relevant to the Trust’s claim determination process, and (iii) facilitate production of those documents to the Trust in a

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

² This excludes certain Exigent Health claims, which the Trust concluded were appropriate to process before the investigation concluded given the claimant’s circumstances. However, each such claimant was interviewed by the Trust as part of its determination process.



manner that would preserve any applicable attorney-client and/or work product privileges and protections. When the Slater Firm recently acknowledged that there are problems in some of its claim submissions to the Trust, the Trust and the Slater Firm further agreed that the Neutral would vet all undetermined claims submitted by the Slater Firm to the Trust before those claims could proceed to the Trust's claims determination team for its detailed review and determination. The Neutral's vetting process will include a review of internal documents and communications that the Slater Firm produced in response to the Trust's document production request as relevant to each undetermined claim submitted by the Slater Firm to the Trust. The Neutral will also have access to all documents submitted to the Trust by the Slater Firm on behalf of each such Claimant.

Some claim submissions may pass through the Neutral's vetting and review process and proceed on to the Trust for its regular claims determination process (which itself includes safeguards to identify fraud or other issues). Other claim submissions may be flagged for irregularities that require the Trust to further investigate the claim, obtain additional information from the Claimant or the Slater Firm, disallow the claim, and/or take other action.

The Trust remains committed to the diligent application of its fraud protocol, as approved by this Court, to all claims it is tasked with evaluating. The identification of the irregularities in the Slater Firm's claim population confirms the effectiveness of the Trust's fraud protocol.

Dated: September 9, 2025
Wilmington, Delaware

A.M. SACCULLO LEGAL, LLC

/s/ Mark T. Hurford

Mark T. Hurford (DE Bar No. 3299)
27 Crimson King Drive
Bear, DE 19701
Telephone: (302) 836-8877
Facsimile: (302) 836-8787
Email: mark@saccullolegal.com

14

- AND -

GILBERT LLP

Kami E. Quinn (admission *pro hac vice*)
Emily P. Grim (admission *pro hac vice*)
Michael B. Rush (admission *pro hac vice*)
700 Pennsylvania Avenue, SE
Suite 400
Washington, DC 20003
Telephone: (202) 772-2200
Facsimile: (202) 772-3333
Email: quinnk@gilbertlegal.com
grime@gilbertlegal.com
rushm@gilbertlegal.com

*Attorneys for the Honorable Barbara J. Houser
(Ret.), in her capacity as Trustee of the BSA
Settlement Trust*

LAW OFFICE OF SUSAN E. KAUFMAN, LLC

/s/ Susan E. Kaufman

Susan E. Kaufman (DSB# 3381)
919 North Market Street, Suite 460
Wilmington, DE 19801
Telephone: (302) 472-7420
Facsimile: (302) 792-7420
Email: skaufman@skaufmanlaw.com

-AND-

ROBERT & ROBERT PLLC

Clifford S. Robert (*pro hac vice* admission pending)
Michael Farina (*pro hac vice* admission pending)
526 RXR Plaza
Uniondale, NY 11556
Telephone: (516) 832-7000
Facsimile: (516) 832-7080
Email: crobert@robertlaw.com
mfarina@robertlaw.com

Attorneys for Slater Slater Schulman LLP

Attachment 15

MSM

Attachment 15

Fwd: BSA Questionnaire for Your Final Review - URGENT

1 message

[REDACTED]@gmail.com>

Thu, Jul 17, 2025 at 10:29 AM

Begin forwarded message:

From: "Jessica D. Smith, Esq." <jkeller@sssfirm.com>
Date: February 5, 2025 at 2:36:33 PM EST
To: [REDACTED]@gmail.com>
Cc: aslater@sssfirm.com
Subject: Re: BSA Questionnaire for Your Final Review - URGENT

Hi Ms. [REDACTED]

I am unable to schedule a call with the Trustee to address specific claimant's cases. The Trustee will continue to review cases and provide us updates. I will be sure to reach out to you as soon as I receive an update from the Trustee and her team on your claim. If you have any additional questions or concerns, please let me know.

All the best,
Jessica

On Mon, Feb 3, 2025 at 3:39 PM [REDACTED]@gmail.com> wrote:

If the trustee will not schedule a status call with me, please call her yourself to discuss my concerns and get. There is no point in our scheduling a status call if you can not provide any information on my case.

On Feb 3, 2025, at 2:42 PM, Jessica D. Smith, Esq. <jkeller@sssfirm.com> wrote:

Ms. [REDACTED]

The Trustee does not allow us to schedule status conference calls with her and our clients. If you call her, she will direct you back to us. She is working as diligently as possible on reviewing claims and prioritizing moving these cases as quickly as possible.

Alternatively, I would be happy to have a status call with you this week if you would like. If that is something you are interested in, please provide me with your availability and we can schedule a call.

Please let me know if you would like to schedule that call.

Best regards,
Jessica

On Mon, Feb 3, 2025 at 2:33 PM [REDACTED]@gmail.com> wrote:

If that is the case then it would seem my case should have been reviewed 9 months ago. I was in the first 3500 matrix claims to be submitted in Dec 2023. We were all told by the Trust that claims would be reviewed on "a first in first out basis". If that is not the case, I would like to understand why. And, on another note, please let me know what you have you done to advocate for me in the last year? I would like a status conference call with the trust this week. If you are unwilling to do this, then I would like the ability to speak with them on my own

On Feb 3, 2025, at 1:53 PM, Jessica D. Smith, Esq. <jkeller@sssfirm.com> wrote:

Ms. Y [REDACTED]

I am one of the partners at Slater Slater Schulman handling BSA. We are doing everything we can to advocate on your behalf and keep your claim moving forward. The trustee is moving through 2400 claims a month and I know your claim will be reviewed soon.

I would like to set up a time to discuss this with you further. Please let me know your availability.

Jessica D. Smith, Esq.
Partner



**SLATER SLATER
SCHULMAN LLP**

ATTORNEYS AT LAW

Telephone: (631) 420-9300
Fax: (212) 922-0907

✉ jkeller@sssfirm.com
Website: www.sssfirtm.com

445 Broad Hollow Road, Suite 419
Melville, New York 11747



NEW YORK CALIFORNIA NEW JERSEY PENNSYLVANIA LOUISIANA
ARKANSAS NEW MEXICO NORTH CAROLINA MARYLAND ILLINOIS

This message, as well as any attached document, contains information from the law firm of Slater Slater Schulman LLP that is confidential and/or privileged, or may contain attorney

Attachment

**Fwd: BSA Questionnaire for Your Final Review - URGENT**

1 message

Begin forwarded message:

From: [REDACTED]@gmail.com>
Date: January 29, 2025 at 6:53:11 PM EST
To: aslater@sssfirm.com
Cc: "Esq. Pittman" <pittman@sssfirm.com>
Subject: Re: BSA Questionnaire for Your Final Review - URGENT

→ To Whom It May Concern,
It been over 6 months since I emailed your firm about the status of my matrix claim. I still have not heard anything from you or the Settlement Trust.
Here are some facts:

1. My matrix questionnaire was received by the Settlement Trust on December 26, 2023.
2. According to the Abuse Claims Questionnaire Submission Report as of December 31, 2023, 3277 matrix claims had been submitted in total since the matrix portal began accepting
3. In January 2025, the Trust website states that they have now reach claims determinations on 25 % (11,845) of the total 57,000 matrix claims they have received. The Trust also stal

After over one year from my submission, why have I not heard anything from SSS? Based on when I submitted my claim (12/26/2023) and that claims were to be evaluated on a "first for when I receive no support, no information and no advocacy. What am I supposed to do?"

On Jul 2, 2024, at 3:47 PM, Linc C. Leder <lleder@sssfirm.com> wrote:

→ I submitted a request and have not heard back. I will follow up again and let you know when they respond.

Linc C. Leder, Esq.

Partner

Telephone: (631) 420-9300
Fax: (212) 922-0907

<image002.png>
lleder@sssfirm.com

Website: www.sssfirm.com

<image001.png> 445 Broad Hollow Road, Suite 419
Melville, New York 11747

<image003.png>

<image004.png>

<image005.png>

<image006.png>

<image007.png>

This message, as well as any attached document, contains information from the law firm of Slater Slater Schulman LLP that is confidential and/or privileged, or may contain attorney work product. The e-mail message is intended solely for the named re-
cipient(s). If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created, without disclosing the contents, and notify the sender immediately. Unintentional
transmission of this information to you may be a violation of the law. Do not make an agreement by electronic means.

From: [REDACTED]@gmail.com>

Sent: Tuesday, July 2, 2024 3:14 PM

To: lleder@sssfirm.com

Cc: Esq. Pittman <pittman@sssfirm.com>; aslater@sssfirm.com

Subject: Re: BSA Questionnaire for Your Final Review - URGENT

→ Lori, can you please tell me why no one has responded to me?

On Jun 28, 2024, at 11:37 AM, [REDACTED]@gmail.com> wrote:

→ Could someone please provide me with an update on a conference call?

On Jun 25, 2024, at 11:34 AM, Suzanne Yarrow <seyarrow@gmail.com> wrote:

Attachment 15

Hi Linc, Any word from the Trust. I would still like a 3 way call so I understand where my claim stands. Thank you

On Jun 21, 2024, at 12:39 PM, lleder@sssfirm.com wrote:

→ Hello [REDACTED]

I emailed the settlement trust and await their response. I will keep you posted.

Linc C. Leder, Esq.

Partner

Telephone: (631) 420-9300
Fax: (212) 922-0907

<image002.png>

lleder@sssfirm.com

Website: www.sssfirtm.com

445 Broad Hollow Road, Suite 419
Melville, New York 11747

<image001.png>

<image003.png>

<image004.png>

<image005.png>

<image006.png>

<image007.png>

This message, as well as any attached document, contains information from the law firm of Slater Slater Schulman LLP that is confidential and/or privileged, or may contain attorney work product. The e-mail message is in or any attachment(s) is strictly prohibited, and may be unlawful. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have contained in this message should be construed as a digital or electronic signature, nor is it intended to reflect an intention to make an agreement by electronic means.

From: [REDACTED]@gmail.com>

Sent: Friday, June 21, 2024 11:01 AM

To: lleder@sssfirtm.com

Cc: aslater@sssfirtm.com; Esq. Pittman <lpittman@sssfirtm.com>

Subject: Re: BSA Questionnaire for Your Final Review - URGENT

→ Linc, my claim was submitted in December of 2023. According to the 2023 Q4 submission report on the settlement trust website, my claim was submitted in for over 6 months. I submitted my claim early to avoid getting caught up in the "sheer volume" of claims. I have a hard time believing that they have not provided documentation to prove my relationship to scouting and that the abuse took place. I want to know where I stand. I would like a 3 way conference call to be

Attachment 15

<image008.png>

On Jun 21, 2024, at 9:52 AM, lleder@sssfirm.com wrote:

→ Hello [REDACTED]

Your claim, and many others, remain under review largely based on the sheer volume of claims submitted and the Trustees review. We will promptly notify you of any updates and, of course, when you receive an award. Please let me know if there is anything further we can do.

<image001.png>

Linc C. Leder, Esq.

Partner

Telephone: (631) 420-9300
Fax: (212) 922-0907

<image003.png>

lleder@sssfirm.com

Website: www.sssfirm.com

445 Broad Hollow Road, Suite 419
Melville, New York 11747

<image002.png>

<image004.png>

<image005.png>

<image006.png>

<image007.png>

<image008.png>

This message, as well as any attached document, contains information from the law firm of Slater Slater Schulman LLP that is confidential and/or privileged, or may contain attorney work product. The e-mail user agrees not to disseminate the contents of this message or any attachment(s) to any third party. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, and notify the sender. Unless expressly stated otherwise, nothing contained in this message should be construed as a digital or electronic signature, nor is it intended to reflect an intention to make an agreement by electronic means.

From: [REDACTED]@gmail.com>

Sent: Friday, June 21, 2024 9:30 AM

To: Linc Leder Esq. <lleder@sssfirm.com>; aslater@sssfirm.com; Esq. Pittman <pittman@sssfirm.com>

Subject: Fwd: BSA Questionnaire for Your Final Review - URGENT

Begin forwarded message:

From: [REDACTED]@gmail.com>
Date: June 18, 2024 at 10:48:58 AM EDT

Attachment 15

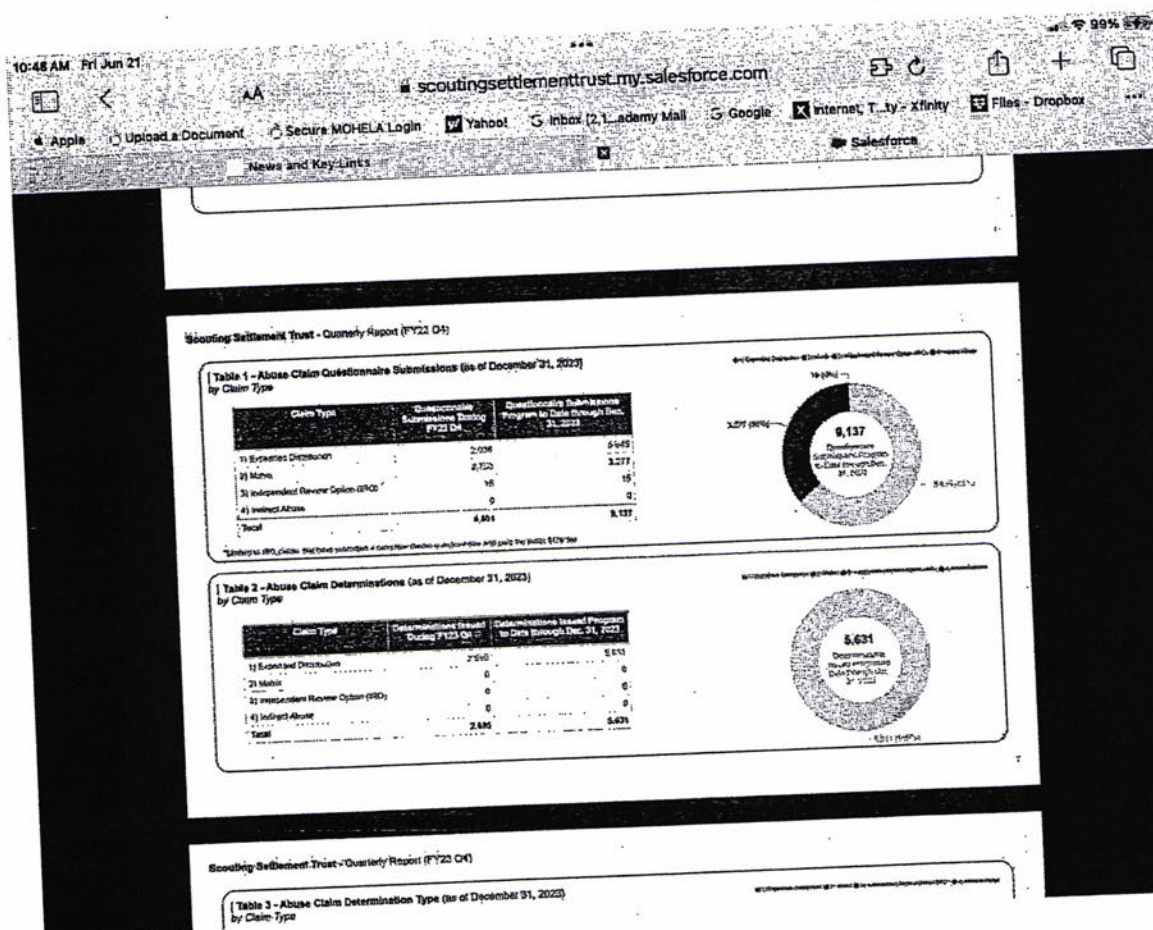
10:28 AM Thu Jul 17

6/21/24



To: lleder@sssfirm.com Cc: aslater@sssfirm.com, Esq. >

→ Linc, my claim was submitted in December of 2023. According to the 2023 Q4 submission report on the settlement trust website, my claim was submitted in the first 3300 matrix claims. Almost all of the expedited claims had been processed by the end of 2023. I want to know why my claim has been in the same status for over 6 months. I submitted my claim early to avoid getting caught up in the "sheer volume" of claims. I have a hard time believing that they have not processed the claims received in December of 2023 especially if they are reviewed on a first come first serve basis. Additionally, I provided a substantial amount of documentation to prove my relationship to scouting and that the abuse took place. I want to know where I stand. I would like a 3 way conference call to be set up. Thank you



On Jun 21, 2024, at 9:52 AM, lleder@sssfirm.com wrote:

Attachment 15

10:25 AM Thu Jul 17

96%

Cancel

Fwd: BSA Questionnaire for Your Final Review - URGENT

Begin forwarded message:

From: [REDACTED]@gmail.com>

Date: June 18, 2024 at 9:19:20 AM EDT

To: "Lori Pittman, Esq." <lpittman@sssfirm.com>, "Linc Leder Esq." <lleder@sssfirm.com>

Subject: Re: BSA Questionnaire for Your Final Review - URGENT

→ Good morning Linc and Lori,
I submitted my claims questionnaire and documentation in mid December 2023. It is now 6 months later and I have not heard anything. I do not know if my claim is accepted or not. I do not know if there are deficiencies or any other problems with my claim. All I know is that many claims have already received a response if not a first payment. I submitted extensive documentation to support my claim so I have a hard time believing that I did not prove my relationship to scouting and that I did not prove the events described in my claim.

I have asked for access to my claim in the claims portal but was told by your firm that this was not possible. This is untrue. In our Scouting Settlement Trust town hall meeting last night, Barbara Houser, again, said to make this request to your attorney. That it is just a matter of "flipping a switch". Please make sure that I have access to my claim in the portal today. I am actually rather upset, as you may be able to tell, that I have not heard anything. I worked extremely hard to have my claim submitted as soon as possible because I thought claims would be processed first in, first out. My claim was submitted in the first 5000 or so claims. Now there are over 60,000 claims. So where do I stand? Very disappointed.

[REDACTED]
On Feb 29, 2024, at 11:13 AM, Lori Pittman, Esq. <lpittman@sssfirm.com> wrote:

Good Morning [REDACTED]

I have not heard anything back. However, the trust will hold a town hall soon for

Attachment 16

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M

IMPORTANT MESSAGE FROM SLATER SLATER SCHULMAN LLP

1 message

Slater Slater Schulman LLP <bsafaq@sssfirm.com>
Reply-to: Slater Slater Schulman LLP <bsafaq@sssfirm.com>
To: [REDACTED]

Tue, Sep 9, 2025 at 6:13 PM



**SLATER SLATER
SCHULMAN LLP**

ATTORNEYS AT LAW

Dear [REDACTED]

We are writing to share important information about the status of Boy Scout claims handled by our firm.

The Scouting Settlement Trust ("the Trust") advised in June 2024 that it believed there were irregularities in some of our firm's claim submissions to the Trust. The Trust paused the processing of all claims submitted by our law firm while an investigation of the irregularities was conducted.

What this means for you (unless you were an exigent health claimant) is that your claim has not been reviewed by the Trust – and it may still take additional time before it is. This is neither your fault nor the Trust's; and we take full responsibility. As a result, we have agreed to reduce our legal fee by 10% of the actual dollar amount we would have received under your original retainer agreement. For example, if you recover \$100,000, you would have received \$60,000 under your original retainer. However, now you would receive \$64,000, an increase of \$4,000. Therefore, you will receive more from any recovery than you would have received under your original retainer.

Case 20-10343-LSS Doc 13181-1 Filed 10/14/25 Page 3 of 11
Our firm has cooperated fully in the Trust's investigation. We now agree that there are procedural and factual problems in some of our claim submissions to the Trust. We have been and will continue to work diligently to address these concerns; and we will be contacting certain clients to confirm information about their claims.

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Because of the problematic claims, we have agreed that *all* of our claim submissions to the Trust be vetted by an independent third party before they are reviewed by the Trust's claims determination team. Some claim submissions may pass through the third party's review and proceed on to the Trust for its regular claims determination process. Other claim submissions may be flagged for irregularities that require us to contact our clients to investigate our clients' claims more thoroughly, obtain additional information, and/or provide new or more complete claim forms to the Trust. For clients we contact, we are asking for their speedy cooperation. The faster we obtain this additional information, the faster the Trust's claims review process can resume.

We apologize for the delay caused to date and further apologize that the remaining review process will result in additional delays in the determination of submitted claims. We are doing everything possible to quickly resolve all outstanding issues.

Finally, we have been informed by the Trust that because of the firm's role in the submission of your claim to the Trust, your claim will still have to proceed through the independent third-party review process before it can proceed to the Trust for its claims determination process (assuming no irregularities are identified in the independent review process), whether or not you choose to terminate your attorney-client relationship with the firm.

Should you have any questions, please call Slater Slater Schulman at (631) 815-5580

Sincerely,

Joseph M. Slater
Adam P. Slater
Jonathan E. Schulman



**SLATER SLATER
SCHULMAN LLP**
ATTORNEYS AT LAW



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Slater Slater Schulman LLP
445 Broadhollow Rd Ste 419
Melville, NY 11747-3691

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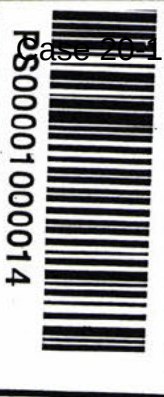
When used internationally, a customs declaration form is required.

Items does not cover certain items. For details regarding claims exclusions see the
 st Mail Manual at <http://pe.usps.com>.

International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

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