

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NEW YORK**

In re:

THE DIOCESE OF ROCHESTER,  
  
Debtor.

Case No. 19-20905-PRW  
Chapter 11

THE CONTINENTAL INSURANCE  
COMPANY, successor by merger to  
Commercial Insurance Company of Newark,  
New Jersey, and Firemen's Insurance  
Company of Newark, New Jersey,

Plaintiff,

v.

THE DIOCESE OF ROCHESTER,  
  
Defendant.

Adversary Proceeding No. 23-\_\_\_\_\_

**COMPLAINT**

The Continental Insurance Company, successor by merger to Commercial Insurance Company of Newark, New Jersey, and Firemen's Insurance Company of Newark, New Jersey ("Continental"), by this adversary complaint (this "Complaint"), seeks (I) judgment against the Debtor determining that the Debtor breached or anticipatorily breached its settlement agreement with Continental; (II) an award of damages to Continental from the Debtor; and (III) a determination that such damages are entitled to administrative expense priority treatment pursuant to sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code.

For its Complaint, Continental alleges as follows:

## **Introduction**

1. Approximately 18 months ago, Continental successfully negotiated a comprehensive settlement with the Debtor resolving complex, uncertain, and lengthy disputes about (a) the existence of insurance coverage for sex abuse claims against the Debtor, and (b) whether and to what extent any such insurance coverage might provide compensation to survivors for the Debtor's alleged wrongdoing.

2. Continental's settlement would have provided prompt access to \$63.5 million in cash to survivors if approved.

3. But the Debtor reneged on its settlement with Continental, choosing instead a path of litigating these bankruptcy proceedings for years on multiple fronts, including not only protracted litigation with Continental over the existence, terms, conditions, and obligations under insurance coverage allegedly reaching back to World War II, as well as time-consuming and expensive battles over the confirmability of the Debtor's plan for exiting bankruptcy, but also requiring the filing of this Complaint for breach of contract.

## **Parties**

4. Plaintiff Continental is an insurance company incorporated in New Hampshire with its principal place of business in Chicago, Illinois.

5. The Debtor is a New York religious corporation erected to serve Latin Rite Catholics in the geographical area comprised of the counties of Monroe, Wayne, Yates, Ontario, Cayuga, Seneca, Tompkins, Tioga, Chemung, Schuyler, Livingston, and Steuben in the State of New York (the "Diocese") with its episcopal see and principal place of business in Rochester, New York.

6. The Debtor continues to operate and manage its assets as a debtor-in-possession pursuant to section 1107 of title 11, United States Code (the "Bankruptcy Code").

### **Jurisdiction and Venue**

7. On September 12, 2019, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the above-captioned bankruptcy case (the “Bankruptcy Case”) in the United States Bankruptcy Court for the Western District of New York (the “Bankruptcy Court” or this “Court”).

8. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. § 1334(b) and 157.

9. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409 because this action is related to the Bankruptcy Case.

10. This adversary proceeding raises both core and non-core disputes arising in, arising under, or related to the Bankruptcy Case pursuant to 28 U.S.C. § 157(b).

11. In accordance with Federal Rule of Bankruptcy Procedure 7012(b), as to the non-core elements of this Complaint, Continental consents to entry of final orders and judgments by the Bankruptcy Court in this adversary proceeding only.

### **Background**

12. In the Bankruptcy Case, the Debtor, its parishes, and other Catholic entities within the Diocese face numerous claims pertaining to sex abuse allegedly perpetrated by priests and other persons working or volunteering for the Debtor or within the Diocese (the “Sex Abuse Claims”).

13. The Debtor tendered many of the Sex Abuse Claims to Continental, asserting that Continental issued liability insurance policies to the Debtor from 1943 to 1977 that potentially cover the tendered Sex Abuse Claims. In this Complaint, the term “Continental Policies” will be used to refer to all liability insurance policies, whether known or unknown, issued or allegedly issued by Continental or any of its past or present affiliates and affording coverage to the Debtor,

its parishes, or other Catholic entities within the Diocese. The use of the term “Continental Policies” is not an admission by Continental that it issued any policy whose existence or terms and conditions have not been proven.

14. On November 14, 2019, the Debtor also filed an adversary complaint in connection with the Bankruptcy Case against Continental and other insurance companies alleging claims for breach of contract and declaratory judgment (the “Coverage Adversary Proceeding”).

15. Continental disputed and continues to dispute that Continental issued the Continental Policies to the Debtor in many of the years asserted by the Debtor, Continental disputed and continues to dispute the existence and the extent of coverage under the Continental Policies for at least some of the Sex Abuse Claims, and Continental disputed and continues to dispute the extent of the Debtor’s liability for at least some of the Sex Abuse Claims.

16. Nonetheless, under a reservation of rights, and in a good faith effort to resolve its disputes with the Debtor, Continental agreed to negotiate with the Debtor over the purported Continental Policies and the Sex Abuse Claims, including during mediation ordered by this Court.

17. These efforts proved successful and ended in an agreement for Continental to buy back the Continental Policies for a purchase price of \$63.5 million (the “Continental Settlement Amount”) under sections 363(b), (f), and (m) of the Bankruptcy Code, with the Continental Settlement Amount to be contributed to a trust for the benefit of holders of Sex Abuse Claims (the “Trust”).

18. Continental then spent many hours and many thousands of dollars working with the Debtor to negotiate, draft, and finalize a definitive settlement agreement, a copy of which is attached hereto as “Exhibit A” and incorporated herein by reference (the “Continental Settlement Agreement”).

19. In addition to providing Continental with finality through the exchange of the Continental Settlement Amount for a buyback of the Continental Policies and a channeling injunction, the Debtor and the other Diocese Parties (as defined in the Continental Settlement Agreement) represented and warranted to Continental that “they have not in any way assisted, and shall not in any way assist, any Person in the establishment or pursuit of any Claim or Tort Claim against Continental.” Continental Settlement Agreement, § 6.4.

20. The Debtor and Continental also negotiated in detail and documented limited provisions for termination of the Continental Settlement Agreement, *see* Continental Settlement Agreement, § 5.2, none of which have occurred.

21. In their negotiations, the Debtor and Continental did not agree to any so-called “fiduciary out” or similar provision that might have allowed the Debtor to withdraw from or terminate the Continental Settlement Agreement based on changed circumstances or a perceived “higher and better offer.”

22. To the contrary, the Debtor and Continental agreed in the Continental Settlement Agreement to mutually “cooperate fully in opposing” any action or proceeding to invalidate or prevent enforcement or carrying out of the Continental Settlement Agreement.

23. “Fiduciary out” provisions are often included in bankruptcy agreements, including settlement agreements with debtors-in-possession like the Continental Settlement Agreement.

24. The fact that the Debtor here did not negotiate for a “fiduciary out” in the Continental Settlement Agreement reflects the Debtor’s agreement that it did not have the right to exit the Continental Settlement Agreement free from consequences.

25. Continental’s entry into the Continental Settlement Agreement was in reliance on the fact that it did not include a “fiduciary out.”

26. The Continental Settlement Agreement also required that the plan of reorganization filed by the Debtor be in form and substance consistent with the Continental Settlement Agreement (a “Conforming Plan”).

27. Continental’s entry into the Continental Settlement Agreement was in reliance on the fact that the Debtor was required to file a Conforming Plan.

28. On May 20, 2022, in the Coverage Adversary Proceeding, the Debtor filed its *Motion to Approve Proposed Insurance Settlements to Fund Survivor Compensation Trust* (the “Insurance Settlement Motion”), and the Debtor filed the Insurance Settlement Motion again in the main Bankruptcy Case on June 23, 2022 [Docket No. 1538]. The Continental Settlement Agreement was attached to the Insurance Settlement Motion as Exhibit D and incorporated therein by reference.

29. Each time the Debtor filed the Insurance Settlement Motion, it averred to this Court and its creditors that “the proposed settlement proceeds [are] sufficient and appropriate to adequately and fairly compensate the survivors for their injuries, and that the Diocese’s decision in agreeing to settle its coverage claims against the Settling Insurers [including Continental] more than satisfies the reasonableness standard of Bankruptcy Rule 9019 and the business judgment test under section 363 of the Bankruptcy Code.”

30. The Debtor further asserted in the Insurance Settlement Motion that “[e]ntering into the settlement agreements is in the best interests of the Diocese’s estate,” “the potential upside of continued [insurance coverage] litigation at this point is significantly outweighed by the potential downside, especially in light of the substantial settlement offers currently before the Court,” and the proposed settlements, including the Continental Settlement Agreement, would “(i) provide a concrete financial benefit to the estate, specifically earmarked for Survivor Claims; (ii) eliminate

the underlying uncertainty of litigation; and (iii) avoid the expenditure of estate resources on expensive and time-consuming coverage litigation.”

31. Continental spent many hours and many thousands of dollars to draft a brief supporting the Insurance Settlement Motion and to exchange documents and prepare for depositions in support of the Insurance Settlement Motion.

32. Without Continental’s knowledge or consent, the Debtor subsequently agreed with the Official Committee of Unsecured Creditors appointed in the above-captioned case (the “Committee”) and others to assign its rights in the Continental Policies to the Trust. Under the Debtor’s new agreement with the Committee, the Trust will be controlled by the holders of Sex Abuse Claims and entitled to litigate against Continental, rather than receiving a fixed sum from Continental under the Continental Settlement Agreement. The Debtor, the Committee, and certain Committee members formalized their arrangement in a Restructuring Support Agreement dated November 1, 2022 (together with all exhibits and schedules thereto, the “RSA”). *See Motion for Entry of an Order (I) Approving the RSA, (II) Authorizing the Diocese to Enter Into and Perform Under the RSA; (III) Approving the Committee Settlement, and (IV) Granting Related Relief* [Docket No. 1790] (the “RSA Motion”).

33. As part of the RSA, the Debtor agreed to cease all efforts to obtain approval of the Continental Settlement Agreement. In fact, not later than the date that the Debtor agreed to the RSA, the Debtor ceased all efforts to obtain approval of the Continental Settlement Agreement.

34. If approved, the RSA would obligate the Debtor to withdraw the Insurance Settlement Motion with prejudice upon confirmation of the chapter 11 plan required by the RSA.

35. If approved, the RSA would obligate the Debtor to file a plan that includes Stipulated Judgments, Litigation Claims (as defined in the RSA), and other provisions that are mutually incompatible with the Continental Settlement Agreement.

36. On March 24, 2023, the Debtor and the Committee filed the *Joint Chapter 11 Plan of Reorganization for the Diocese of Rochester* [Docket No. 2047] (the “Original Debtor’s Plan”). On September 13, 2023, the Debtor and the Committee filed the *First Amended Joint Chapter 11 Plan of Reorganization for the Diocese of Rochester* [Docket No. 2217] (the “Amended Debtor’s Plan” and, together with the Original Debtor’s Plan, the “Debtor’s Plan”).

37. The Debtor’s Plan is not a Conforming Plan.

38. Among other things, the Debtor’s Plan provides that, “[u]pon the occurrence of the Effective Date, the . . . Insurance Settlement Motion shall be deemed withdrawn with prejudice.” *See, e.g.,* Amended Debtor’s Plan, § 12.6.

39. Under the Debtor’s Plan, Continental faces liability for Stipulated Judgments, Litigation Claims, and other obligations arising out of the Debtor’s alleged liability for the Sex Abuse Claims, which the Committee has asserted may total hundreds of millions of dollars.

40. It is vital to the proper functioning of the bankruptcy system that debtors abide by their postpetition agreements. Debtors do not have an implied unilateral right to renounce, repudiate, or otherwise escape an agreement prior to bankruptcy court approval. Indeed, if debtors were allowed to escape their postpetition agreements in such fashion, it would place debtors in a “precarious position when negotiating settlements” because the opposing parties “are entitled to reasonable assurance that their settlement agreements are valid and effective.” *See PRLP 2011 Holdings, LLC v. Manuel Mediavilla, Inc. (In re Manuel Mediavilla, Inc.)*, 568 B.R. 551, 573 (B.A.P. 1st Cir. 2017) (per curiam).



41. The Debtor was aware of opposition by the Committee and others to the Continental Settlement Agreement when it entered into the Continental Settlement Agreement and filed the Insurance Settlement Motion.

42. The Debtor offers no unforeseen or changed circumstances that would require or permit the Debtor to renounce or repudiate the Continental Settlement Agreement.

43. Accordingly, Continental seeks (a) judgment determining that the Debtor breached or anticipatorily breached the Continental Settlement Agreement, (b) an award of damages to Continental, and (c) a determination that such damages are entitled to administrative expense priority treatment in the Bankruptcy Case pursuant to sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code.

**Count I**  
**Breach of Contract**

44. Continental incorporates paragraphs 1-43 as though fully stated herein.

45. The Debtor and Continental entered the Continental Settlement Agreement whereby Continental would contribute the Continental Settlement Amount in exchange for a buyback of the Continental Policies under sections 363(b), (f), and (m) of the Bankruptcy Code. The Debtor also promised to file a Conforming Plan that would, among other things, seek entry of an ancillary channeling injunction pursuant to section 105(a) of the Bankruptcy Code to give effect to the “free and clear” sale of the Continental Policies back to Continental under section 363(f) of the Bankruptcy Code.

46. The Debtor filed the Continental Settlement Agreement with this Court, urged the Court to approve the Continental Settlement Agreement under Rule 9019(a) of the Federal Rules of Bankruptcy Procedure, and asserted that the Continental Settlement Agreement served as an

important element of, and source of funding for, a chapter 11 plan to pay the Debtor's creditors, to reorganize the Debtor's affairs, and for the Debtor to emerge from bankruptcy as a viable entity.

47. The Continental Settlement Agreement is a valid and enforceable contract that obligated the Debtor to present the Continental Settlement Agreement to this Court for approval unless and until terminated according to its terms.

48. The Continental Settlement Agreement has not been terminated.

49. Continental has met its obligations under the Continental Settlement Agreement.

50. By the RSA Motion and the Debtor's Plan, the Debtor proposes to assign to the Trust the Debtor's rights in the Continental Policies, while also leaving Continental to defend Sex Abuse Claims in the tort system. All of these acts breached the Continental Settlement Agreement.

51. The RSA and the Continental Settlement Agreement are mutually exclusive and competing settlement agreements.

52. The Debtor's Plan is not a Conforming Plan as required by the Continental Settlement Agreement.

53. The RSA Motion and the Debtor's Plan target Continental for specific attacks and additional liability through the use of "Stipulated Judgments" to establish the Debtor's purported liability for Sex Abuse Claims without Continental's knowledge or involvement.

54. The RSA and the Debtor's Plan allow holders of Sex Abuse Claims to take control of the process and pursue financial recoveries directly from Continental.

55. The Debtor further breached the Continental Settlement Agreement by assisting the Committee and others to establish and pursue Sex Abuse Claims against Continental, including through the Debtor's agreement to assign the Continental Policies to the Trust for litigation and

the Debtor's agreement to enter into Stipulated Judgments as part of the RSA and the Debtor's Plan.

56. The Debtor's conduct directly and proximately caused Continental to incur fees and expenses associated with supporting the Debtor, advocating for approval of the Continental Settlement Agreement, and employing professionals and experts.

57. As a direct and proximate result of the Debtor's breach, Continental faces defending itself against the Stipulated Judgments, opposing the Debtor's Plan, and litigating heavily disputed coverage issues.

58. As a direct and proximate result of the Debtor's breach, Continental faces liability for Stipulated Judgments, Litigation Claims, and other obligations arising out of the Debtor's alleged liability for the Sex Abuse Claims, which the Committee has asserted may total hundreds of millions of dollars.

59. As a direct and proximate result of Debtor's breach, Continental is suffering and will continue to suffer damages for sums it is forced to pay above and beyond the Settlement Amount.

60. In order to mitigate the damages Continental could suffer due to the Debtor's breach of the Continental Settlement Agreement, on August 31, 2023, Continental filed *Continental Insurance Company's Chapter 11 Plan of Reorganization for the Diocese of Rochester* [Docket No. 2214] (the "Original Continental Plan"), under which Continental proposed to pay \$75 million in exchange for a buyback of the Continental Policies under sections 363(b), (f), and (m) of the Bankruptcy Code and entry of an ancillary channeling injunction pursuant to section 105(a) of the Bankruptcy Code to give effect to the "free and clear" sale of the Continental Policies back to Continental under section 363(f) of the Bankruptcy Code. On October 2, 2023, Continental filed

*Continental Insurance Company's First Amended Chapter 11 Plan of Reorganization for the Diocese of Rochester* [Docket No. 2246] (the "Amended Continental Plan") that contained essentially the same terms. On October 3, 2023, Continental filed a corrected version of the Amended Continental Plan [Docket No. 2254] (the "Corrected Continental Plan" and, collectively with the Original Continental Plan and the Amended Continental Plan, the "Continental Plan"). The Continental Plan is explicitly states, in section 2.3.6 thereof, that Continental is not waiving any claims for damages against the Debtor arising from its breach of the Continental Settlement Agreement unless and until the Continental Plan is confirmed and goes into effect. Rather, Continental is expressly reserving and preserving all of the claims and causes of action set forth in this Complaint, subject only to such claims being voluntarily withdrawn by Continental if the Continental Plan is confirmed and becomes effective.

61. Continental's damages constitute actual and necessary expenses of the Debtor's bankruptcy estate entitled to administrative expense priority treatment in the Bankruptcy Case.

WHEREFORE, Continental respectfully requests that this Court:

A. Enter a judgment in favor of Continental and against the Debtor that the Debtor has breached the Continental Settlement Agreement;

B. Award damages to Continental, including, but not limited to, reimbursement of Continental's costs and expenses for pursuing this action and defending itself against the Debtor's alleged liability and any action brought by the Trust or other purported beneficiaries of any alleged insurance coverage, and any amounts Continental becomes obligated to pay on account of the Debtor's liability for the Sex Abuse Claims beyond the Continental Settlement Amount;

C. Determine that any damages awarded to Continental are entitled to administrative expense priority status in the Bankruptcy Case pursuant to sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code; and

D. Award such other and further relief as the Court deems just and proper.

**Count II**  
**(In the Alternative)**  
**Anticipatory Breach of Contract**

62. Continental incorporates paragraphs 1-61 as though fully stated herein.

63. The Debtor and Continental entered the Continental Settlement Agreement whereby Continental would contribute the Continental Settlement Amount in exchange for a buyback of the Continental Policies under sections 363(b), (f), and (m) of the Bankruptcy Code.

64. The Debtor filed the Continental Settlement Agreement with this Court, urged its approval under Rule 9019(a) of the Federal Rules of Bankruptcy Procedure, and asserted that the Continental Settlement Agreement served as an important element of, and source of funding for, a chapter 11 plan to pay the Debtor's creditors, to reorganize the Debtor's affairs, and for the Debtor to emerge from bankruptcy as a viable entity.

65. The Continental Settlement Agreement is a valid and enforceable contract that obligated the Debtor to present the Continental Settlement Agreement to this Court for approval unless and until terminated according to its terms.

66. The Continental Settlement Agreement has not been terminated.

67. Continental has met its obligations under the Continental Settlement Agreement.

68. Continental remains willing and able to perform the Continental Settlement Agreement.

69. By the RSA Motion and the Debtor's Plan, the Debtor repudiated its obligations under the Continental Settlement Agreement and proposes to assign to the Trust the Debtor's rights

in the Continental Policies, while also leaving Continental to defend Sex Abuse Claims in the tort system.

70. The RSA and the Continental Settlement Agreement are mutually exclusive and competing settlement agreements.

71. The Debtor's Plan is not a Conforming Plan as required by the Continental Settlement Agreement.

72. By entering into the RSA, filing the RSA Motion, and filing the Debtor's Plan, the Debtor committed itself to breach the Continental Settlement Agreement.

73. The Debtor's commitment to breach the Continental Settlement Agreement by entering into the RSA, filing the RSA Motion, and filing the Debtor's Plan is positive and unequivocal.

74. The RSA Motion and the Debtor's Plan constitute a definite and final communication of the Debtor's intention to forego its performance of the Continental Settlement Agreement.

75. The breaches of the Continental Settlement Agreement to which the Debtor committed itself in the RSA, by filing the RSA Motion, and by filing the Debtor's Plan will give rise to damages, including causing Continental to incur fees and expenses associated with litigating the RSA, the RSA Motion, and the Debtor's Plan; asserting its rights under the Continental Settlement Agreement and the Continental Policies; and employing professionals and experts.

76. The breaches of the Continental Settlement Agreement to which the Debtor committed itself in the RSA, by filing the RSA Motion, and by filing the Debtor's Plan will give rise to damages, including requiring Continental to defend itself against the Debtor's liability for

the Sex Abuse Claims, defend itself against the Stipulated Judgments, and litigate heavily disputed coverage issues.

77. The breaches of the Continental Settlement Agreement to which the Debtor committed itself in the RSA, by filing the RSA Motion, and by filing the Debtor's Plan will give rise to damages, including for sums Continental is forced to pay above and beyond the Continental Settlement Amount.

78. Continental's damages constitute actual and necessary expenses of the Debtor's bankruptcy estate entitled to administrative expense priority treatment in the Bankruptcy Case.

WHEREFORE, Continental respectfully requests that this Court:

A. Enter a judgment in favor of Continental and against the Debtor that the Debtor has committed anticipatory breach of the Continental Settlement Agreement;

B. Award damages to Continental, including, but not limited to, reimbursement of Continental's costs and expenses for pursuing this action and defending itself against the Debtor's liability and any action brought by the Trust or other purported beneficiaries of any alleged insurance coverage, and any amounts Continental becomes obligated to pay on account of the Debtor's liability for the Sex Abuse Claims beyond the Continental Settlement Amount;

C. Determine that any damages awarded to Continental are entitled to administrative expense priority treatment in the Bankruptcy Case pursuant to sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code; and

D. Award such other and further relief as the Court deems just and proper.

**Jury Trial Demanded**

Continental hereby demands a trial by jury on all issues so triable.

Dated: November 7, 2023

Respectfully submitted,

/s/ Jeffrey A. Dove

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# United States Bankruptcy Court

WESTERN District Of NEW YORK

In re <u>The Diocese of Rochester</u> ,	)	Case No. <u>2:19-20905-PRW</u>
Debtor	)	
THE CONTINENTAL INSURANCE COMPANY, successor	)	Chapter <u>11</u>
by merger to Commerical Insurance Company of Newark,	)	
New Jersey, and Firemen's Insurance Company of Newark,	)	
<u>New Jersey,</u>	)	
Plaintiff	)	
	)	
v.	)	Adv. Proc. No. _____
	)	
<u>THE DIOCESE OF ROCHESTER</u>	)	
Defendant	)	

## SUMMONS IN AN ADVERSARY PROCEEDING

YOU ARE SUMMONED and required to file a motion or answer to the complaint which is attached to this summons with the clerk of the bankruptcy court within 30 days after the date of issuance of this summons, except that the United States and its offices and agencies shall file a motion or answer to the complaint within 35 days.

Address of the clerk:

At the same time, you must also serve a copy of the motion or answer upon the plaintiff's attorney.

### Name and Address of Plaintiff's Attorney:

Jeffrey A. Dove, Esq. Barclay Damon LLP Barclay Damon Tower 125 East Jefferson Street Syracuse, NY 13202	Mark D. Plevin, Esq. Crowell & Moring LLP Three Embarcadero Center 16th Floor San Francisco, CA 94111	David Christian, Esq. David Christian Attorneys LLC 105 West Madison Street Suite 1400 Chicago, IL 60602	Miranda H. Turner, Esq. Crowell & Moring LLP 1001 Pennsylvania Avenue NW Washington, DC 20004
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If you make a motion, your time to answer is governed by Fed. R. Bankr. P. 7012.

**IF YOU FAIL TO RESPOND TO THIS SUMMONS, YOUR FAILURE WILL BE DEEMED TO BE YOUR CONSENT TO ENTRY OF A JUDGMENT BY THE BANKRUPTCY COURT AND JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.**

\_\_\_\_\_ (Clerk of the Bankruptcy Court)

Date: \_\_\_\_\_

By: \_\_\_\_\_ (Deputy Clerk)

**CERTIFICATE OF SERVICE**

I, \_\_\_\_\_(name), certify that service of this summons and a copy of the complaint was made \_\_\_\_\_(date) by:

- Mail service: Regular, first class United States mail, postage fully pre-paid, addressed to:
  
- Personal Service: By leaving the process with the defendant or with an officer or agent of defendant at:
  
- Residence Service: By leaving the process with the following adult at:
  
- Certified Mail Service on an Insured Depository Institution: By sending the process by certified mail addressed to the following officer of the defendant at:
  
- Publication: The defendant was served as follows: [Describe briefly]
  
- State Law: The defendant was served pursuant to the laws of the State of \_\_\_\_\_, as follows: [Describe briefly]

If service was made by personal service, by residence service, or pursuant to state law, I further certify that I am, and at all times during the service of process was, not less than 18 years of age and not a party to the matter concerning which service of process was made.

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

Date \_\_\_\_\_ Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_