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*Proposed Counsel to the Debtor and Debtor in Possession*

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

In re:

MADISON SQUARE BOYS & GIRLS CLUB, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 22-10910 ( )

**DEBTOR'S APPLICATION FOR ENTRY OF AN  
ORDER PURSUANT TO 11 U.S.C. § 327(e) AND FED. R. BANKR. P. 2014 AND 2016  
AUTHORIZING EMPLOYMENT AND RETENTION OF FRIEDMAN KAPLAN  
SEILER & ADELMAN LLP AS SPECIAL LITIGATION COUNSEL TO THE DEBTOR  
AND DEBTOR IN POSSESSION *NUNC PRO TUNC* TO THE PETITION DATE**

Madison Square Boys & Girls Club, Inc. as debtor and debtor in possession (the "Debtor"), files this application (the "Application") for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), pursuant to section 327(e) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules"), authorizing the employment and retention of Friedman Kaplan Seiler & Adelman LLP

<sup>1</sup> The last four digits of the Debtor's federal tax identification number are 6792. The Debtor's mailing address is 250 Bradhurst Avenue, New York, New York 10039.

(“Friedman Kaplan” or the “Firm”) as special litigation counsel to the Debtor *nunc pro tunc* to June 29, 2022 (the “Petition Date”). In further support of this Application, the Debtor respectfully states as follows:

**Relief Requested**<sup>2</sup>

1. By this Application, the Debtor seeks authority to retain and employ Friedman Kaplan as its counsel in connection with the Special Litigation Counsel Matters (defined below) that will arise during this chapter 11 case.

**Jurisdiction and Venue**

2. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012. The Debtor confirms its consent pursuant to rule 7008 of the Bankruptcy Rules, to the entry of a final order by the Court in connection with this Application to the extent that it is later 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

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

4. The statutory bases for the relief requested herein are section 327(e) of the

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<sup>2</sup> A description of the Debtor’s business, the reasons for commencing this chapter 11 case, the relief sought from the Court to allow for a smooth transition into chapter 11, and the facts and circumstances supporting this Application are set forth in the *Declaration of Jeffrey Dold (I) in Support of First Day Motions and (II) Pursuant to Local Bankruptcy Rule 1007-2* (the “First Day Declaration”), filed contemporaneously herewith. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the First Day Declaration.

Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1.

**Friedman Kaplan's Qualifications**

5. This chapter 11 case is focused on equitably and efficiently addressing the claims that were filed against the Debtor following the passage of New York's Child Victims Act in 2019, which opened a claim revival window for previously time-barred sexual abuse claims (such litigation, the "CVA Litigation"). As of the Petition Date, Madison is named a defendant in 76 separate actions brought by a total of 140 claimants (the "CVA Claimants" and such claims, the "CVA Claims"). The Debtor will require counsel with specialized expertise in matters concerning the CVA Litigation, the resolution of which is essential to the Debtor's reorganization.

6. The Debtor has selected Friedman Kaplan, a law firm specializing in complex commercial litigation and white collar criminal defense work, with a wide range of experience and expertise in defending institutional and individual clients in trials and other judicial proceedings, as its special litigation counsel in this chapter 11 case. Friedman Kaplan has represented the Debtor in all of the CVA Litigation, and has been actively involved in litigating and/or settling, as applicable, each of the CVA Claims. Over the course of this representation, Friedman Kaplan has acquired in-depth familiarity with the Debtor's not-for-profit organization, the factual record at issue in the CVA Litigation, the landscape of CVA litigation involving other defendants (in New York State and elsewhere), and the legal issues that may arise in the context of the Special Litigation Counsel Matters. Based upon this familiarity and experience, Friedman Kaplan is uniquely qualified to effectively and efficiently address the substantive issues and questions relating to the Special Litigation Counsel Matters as defined in paragraph 7. Hiring new legal counsel to represent the Debtor with respect to the Special Litigation Counsel Matters would be inefficient and disruptive. Accordingly, retaining Friedman Kaplan is the most cost-effective manner in which the Debtor may obtain necessary services during the chapter 11 case.

**Services To Be Provided**

7. The Debtor seeks to retain Friedman Kaplan to render necessary services relating to the CVA Litigation during the pendency of this chapter 11 case. The professional services that Friedman Kaplan will render include:

- a. advising and assisting the Debtor with respect to the CVA Litigation-related matters;
- b. drafting and/or reviewing any pleadings, motions, or other documents and attending hearings and/or mediation sessions in connection with the CVA Litigation; and
- c. performing the full range of services normally associated with the above matters ((a) through (c) collectively, the “Special Litigation Counsel Matters”).

**Professional Compensation**

8. Subject to this Court’s approval and in accordance with sections 330 and 331 of the Bankruptcy Code, the applicable Bankruptcy Rules, the Local Rules and other procedures that may be fixed by the Court, the Debtor requests that Friedman Kaplan be compensated on an hourly basis and that Friedman Kaplan receive reimbursement of actual and necessary expenses incurred in connection with its representation of the Debtor in this case. Further, Friedman Kaplan intends to apply for compensation for professional services rendered in connection with this chapter 11 case, subject to this Court’s approval and in compliance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and applicable orders issued by this Court, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by Friedman Kaplan in connection with this case. In accordance with the terms of the Engagement Letter entered into between Friedman Kaplan and the Debtor, dated June 12, 2020 (the “Engagement Letter”), the Debtor has agreed to compensate Friedman Kaplan for the work performed as special litigation counsel.

9. Friedman Kaplan typically bills at its standard hourly rates, which currently range from \$800 per hour to \$1,900 for partners; \$600 to \$750 for associates; \$750 to 1,800 for counsel and senior counsel; and \$275 to \$350 for law clerks and legal assistants. However, as set forth in the Engagement Letter, Friedman Kaplan agreed to a special fee arrangement for its representation of the Debtor in the CVA Litigation. This fee arrangement was designed to take into account the Debtor's status as a not-for-profit organization doing critical work in New York City, that was facing mounting financial pressure as a result of the allegations of decades-ago misconduct asserted in the CVA Claims. Pursuant to the Engagement Letter, Friedman Kaplan agreed to bill the Debtor at a substantial reduction of its hourly rates: \$495 per hour for partners; \$380 per hour for counsel; \$350 for associates; and \$85 for law clerks and legal assistants. In addition, the Debtor agreed to the following in respect of direct claims that the Debtor has against Rockefeller University ("Rockefeller"), and claims for indemnification and contribution against Rockefeller:

If Rockefeller, or any person or entity directly or indirectly related to, controlled by, or affiliated with Rockefeller, or Rockefeller's insurer or other carrier, or any donor of or contributor to Rockefeller provides (or is ordered by a court or arbitral tribunal to provide in a final decision) any payment to Madison or on Madison's behalf (including, without limitation, by paying any settlements or judgments to holders of claims against Madison, or by assuming Madison's defense of such claims), in connection with any claims (including, without limitation, for indemnification or contribution) asserted or threatened by Madison arising out of matters concerning the Child Victims Act and/or abuse alleged to have been perpetrated by Dr. Reginald Archibald (the "Rockefeller Consideration"), regardless of whether the Rockefeller Consideration is received by Madison while Friedman Kaplan is actively representing Madison or after our representation of Madison is terminated, then Friedman Kaplan will receive from Madison, in addition to the amounts billed at the Discounted Rates and for disbursements, an amount equal to the difference between (i) the total fees that would have been due to Friedman Kaplan at the full "Undiscounted Rates"<sup>3</sup> for all time charges starting January 1, 2020

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<sup>3</sup> The prior hourly "Undiscounted Rates" referenced above, for purposes of calculating the True-up Fees, were as follows: \$950 per hour for Mary Mulligan (partner); \$775 per hour for John Orsini (partner); \$575 per hour for Bonnie Baker (counsel); \$465 per hour for Danielle Tepper (associate); and \$235 to \$225 for Legal Assistants

until the end of our engagement and (ii) the total fees billed by Friedman Kaplan at the Discounted Rates starting January 1, 2020 (the “True-up Fees”), provided that, the total amount of the True-Up Fees will be capped at 22% of the amount of the total Rockefeller Consideration.

10. Friedman Kaplan has agreed to bill at these same, discounted hourly rates, while maintaining its right to receive the True-up Fees (if any), if the Court were to approve Friedman Kaplan as special litigation counsel. The Debtor believes that these discounted rates are far below market rates for comparable services, and thus believes that the potential True-up Fees also reflect fair compensation to Friedman Kaplan if the Court were to approve them.

11. In addition, the Debtor understands that Friedman Kaplan is customarily reimbursed for all expenses incurred in connection with the representation of a client in a given matter, including, but not limited to, photocopying services, printing, delivery charges, filing fees, postage, “working” meals, and computer research.

12. Beginning in July 2021, the Debtor started making advance payment retainers to Friedman Kaplan for services to be rendered in the future. During the ninety-day (90) period before the Petition Date, the Debtor paid advance payment retainers in the following amounts to Friedman Kaplan:

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and Clerks. These “Undiscounted Rates” for Mary Mulligan and John Orsini were, in fact, discounted from Friedman Kaplan’s regular rates, in light of Madison’s status as a not-for-profit institution. Mary Mulligan’s regular rate in 2020 was \$1,200 per hour, which is what it remains today. John Orsini’s regular rate in 2020 was \$925 per hour, and is now \$995 per hour.

<u>Type of Transaction</u>	<u>Date</u>	<u>Amount of Fees and Expenses Listed on Statement</u>	<u>Amount of Advance Payment Retainer Request</u>	<u>Amount of Advance Payment Retainer Received</u>	<u>Resulting Advance Payment Retainer Following Payment</u>
Statements of Services Rendered and Expenses Incurred	03/04/22	\$47,120.77			\$38,336.54
Request for Advance Payment Retainer	03/04/22		\$75,000.00		\$38,336.54
Receipt of Advance Payment Retainer	03/17/22			\$75,000.00	\$113,336.54
Statements of Services Rendered and Expenses Incurred	04/11/22	\$50,064.75			\$63,271.19
Request for Advance Payment Retainer	04/11/22		\$100,000.00		\$63,271.19
Receipt of Advance Payment Retainer	05/02/22			\$100,000.00	\$163,271.19
Statements of Services Rendered and Expenses Incurred	05/09/22	\$67,775.59			\$95,496.20
Statements of Services Rendered and Expenses Incurred	06/08/22	\$38,343.60			\$57,152.60

13. Other than as set forth herein, Friedman Kaplan did not receive any other payments from the Debtor in connection with this matter during the ninety (90) days immediately preceding

the Petition Date. As of the Petition Date, the Debtor did not owe Friedman Kaplan any amounts for legal services rendered prior to the commencement of these proceedings.

**No Duplication of Services**

14. By separate application, the Debtor has requested the Court to approve the retention of (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP (“Paul, Weiss”), as restructuring counsel; (ii) Teneo Capital LLC, as financial advisor; (iii) Pillsbury Winthrop Shaw Pittman LLP, as special insurance counsel; and (iv) Epiq Corporate Restructuring, LLC, as claims, noticing, and solicitation agent (collectively, the “Chapter 11 Professionals”). The Debtor may also file applications to employ additional professionals.

15. Friedman Kaplan will work closely with the Chapter 11 Professionals retained by the Debtor to delineate their respective duties to prevent duplication of services to the greatest extent possible. It is anticipated that the coordination of efforts of these professionals will greatly aid in the efficient and effective administration of this chapter 11 case.

**Basis For Relief**

16. Section 327(e) of the Bankruptcy Code authorizes a debtor, with court approval, to retain:

for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e). Section 1107(b) of the Bankruptcy Code provides that “a person is not disqualified for employment under section 327 of this title by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b).

17. Accordingly, retention of special counsel is permissible so long as: (a) the

appointment is in the best interest of the debtor's estate; (b) counsel does not hold an interest adverse to the estate with respect to the subject matter of its retention; and (c) the engagement does not amount to conducting the bankruptcy case for the debtor-in-possession. *See In AroChem Corp.*, 176 F.3d 610, 622 (2d Cir. 1999) (noting that "where the interest of the special counsel and the interest of the estate are identical with respect to the matter for which special counsel is retained, there is no conflict and the representation can stand") (internal citations omitted); *see also In re Carla Leather, Inc.*, 44 B.R. 457, 474 (Bankr. S.D.N.Y. 1984) ("[Section] 327(e) bars engagement of special counsel only in the presence of an actual conflict of interest concerning the subject matter of the engagement."), *aff'd*, 50 B.R. 764 (S.D.N.Y. 1985). The Debtor's retention of Friedman Kaplan as special litigation counsel falls within the scope of section 327(e) of the Bankruptcy Code.

**I. Friedman Kaplan's Retention Is Necessary And Is In The Best Interests Of The Debtor's Estate**

18. The Debtor believes that in light of Friedman Kaplan's litigation experience and the knowledge Friedman Kaplan has gained of the Debtor's particular legal needs in connection with its representation of the Debtor in the CVA Litigation, it is in the best interests of the Debtor's estate to retain Friedman Kaplan as special litigation counsel. Indeed, if the Debtor is required to retain different counsel to replace Friedman Kaplan in current matters, the Debtor will need to find, educate, and integrate new counsel in these matters, and expend significant resources in doing so, rather than devoting its time and focus to its reorganization efforts. In this respect, retaining Friedman Kaplan will avoid unnecessary administrative expenses and delays, result in cost efficiencies, and provide a valuable benefit to the Debtor's efforts to reorganize.

**II. Friedman Kaplan Neither Holds Nor Represents Any Interest Adverse To The Debtor**

19. The partners, counsel, and associates of Friedman Kaplan, to the best of the

Debtor's knowledge, information, and belief, do not represent, and do not hold, any interest adverse to the Debtor or its estate in the matters for which Friedman Kaplan is to be retained. None of the connections disclosed in the Mulligan Declaration or otherwise herein relate to or constitute an adverse interest with respect to the Special Litigation Counsel Matters, and thus the Debtor believes Friedman Kaplan has no connections that would disqualify it as serving as the Debtor's special litigation counsel.

**III. Friedman Kaplan's Engagement Does Not Amount To Conducting The Chapter 11 Case**

20. The Debtor is seeking to retain Friedman Kaplan solely in connection with its representation of the Debtor in the Special Litigation Counsel Matters. By separate application, the Debtor will seek to retain Paul, Weiss as the Debtor's restructuring counsel and Friedman Kaplan will work closely with Paul, Weiss to prevent duplication of services to the greatest extent possible. Consequently, Friedman Kaplan's proposed retention does not involve conducting the chapter 11 case of the Debtor.

21. For the reasons set forth herein and in the Mulligan Declaration, the Debtor believes that Friedman Kaplan's proposed retention satisfies section 327(e) of the Bankruptcy Code in that: (a) the proposed retention is in the best interests of the Debtor's estate; and (b) Friedman Kaplan does not hold or represent any interest adverse to the Debtor or its estate with respect to the specific matters for which retention is sought; and (c) the proposed retention does not involve conducting the Debtor's chapter 11 case.

**No Prior Request**

22. No prior application for the relief requested herein has been made by the Debtor to this or any other court.

**Notice**

23. The Debtor will provide notice of this Application to: (a) the Office of the United States Trustee for the Southern District of New York; (b) the holders of the twenty (20) largest unsecured claims against the Debtor; (c) counsel to the Ad Hoc Committee; (d) counsel to BGCA; (e) counsel to Rockefeller; (f) the Debtor's insurers that have accepted coverage related to the CVA Claims; (g) the office of the Attorney General for the State of New York; (h) the United States Attorney's Office for the Southern District of New York; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

*[Remainder of page left blank intentionally.]*

**Conclusion**

WHEREFORE, the Debtor respectfully requests entry of the Proposed Order granting the relief requested herein and such other and further relief as is just and proper.

Dated: June 29, 2022  
New York, New York

Madison Square Boys & Girls Club, Inc.

*/s/ Jeffrey Dold*  
\_\_\_\_\_  
Jeffrey Dold  
Chief Financial Officer

**Exhibit A**

**Proposed Order**

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

In re:

MADISON SQUARE BOYS & GIRLS CLUB, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 22-10910 (\_\_\_)

**ORDER PURSUANT TO 11 U.S.C. § 327(e)  
AND FED. R. BANKR. P. 2014 AND 2016 AUTHORIZING  
EMPLOYMENT AND RETENTION OF FRIEDMAN KAPLAN SEILER &  
ADELMAN LLP AS SPECIAL LITIGATION COUNSEL FOR DEBTOR  
AND DEBTOR IN POSSESSION *NUNC PRO TUNC* TO THE PETITION DATE**

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Upon the application (the “Application”)<sup>2</sup> of the above-captioned debtor and debtor in possession (the “Debtor”) for entry of an order, pursuant to section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, authorizing the Debtor to employ and retain Friedman Kaplan Seiler & Adelman LLP (“Friedman Kaplan”) as its special litigation counsel *nunc pro tunc* to the Petition Date; and upon the Mulligan Declaration and the Dold Declaration (together, the “Declarations”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this proceeding being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Application in this Court being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been given; and the Court having found that no other or further notice is needed or necessary; and the Court having found that the relief requested in the Application is in the best interests of the Debtor’s estate, its creditors, and other parties-in-interest; and this Court having reviewed the Application

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 6792. The Debtor’s mailing address is 250 Bradhurst Avenue, New York, New York 10039.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and any objections to the relief requested in the Application having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED** that:

1. The Application is granted as set forth herein.
2. The Debtor is authorized, pursuant to section 327(e) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016, to retain and employ Friedman Kaplan as special litigation counsel under the terms and conditions set forth in the Application and the Mulligan Declaration, which are appropriate under the circumstances of this chapter 11 case *nunc pro tunc* to the Petition Date.
3. Friedman Kaplan shall be compensated in accordance with the procedures set forth in the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court.
4. Friedman Kaplan shall apply any remaining amounts of its pre-petition retainers as a credit toward post-petition fees and expenses, after such post-petition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to Friedman Kaplan. Friedman Kaplan is authorized without further order of the Court, to reserve and apply amounts from the pre-petition retainers that would otherwise be applied toward payment of post-petition fees and expenses as are necessary and appropriate to compensate and reimburse Friedman Kaplan for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices.

5. Friedman Kaplan shall apply any retainer remaining at the time of its final fee application in satisfaction of compensation and reimbursement awarded with respect to such application, and promptly pay to the Debtor's estate any retainer remaining after such application. Friedman Kaplan reserves its right to apply to the Court for payment of any True-up Fees to which it believes it is entitled pursuant to its Engagement Letter with Debtor.

6. Friedman Kaplan shall use its best efforts to avoid any duplication of services provided by any of the Debtor's other Chapter 11 Professionals in this chapter 11 case.

7. Friedman Kaplan shall file a supplemental declaration with this Court and give not less than ten (10) business days' notice to the Debtor, the U.S. Trustee, and any official committee appointed in this chapter 11 case prior to any increases in the rates set forth in the Mulligan Declaration. The supplemental declaration shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether any committee has consented to the rate increase.

8. In the event of any inconsistency between the terms of the Application, the Mulligan Declaration, and this Order, the terms of this Order shall govern.

9. The Debtor and Friedman Kaplan are authorized to take all actions necessary or appropriate to implement the relief granted in this Order.

10. Notice of the Application as provided therein shall be deemed good and sufficient notice of the Application, and the Local Rules are satisfied by the contents of the Application.

11. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

12. This Court retains jurisdiction over all matters arising from or related to the implementation or interpretation of this Order.

New York, New York

Date: \_\_\_\_\_, 2022

\_\_\_\_\_  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Engagement Letter**



**MARY E. MULLIGAN**  
mmulligan@fklaw.com  
212.833.1123

June 12, 2020

**BY EMAIL**

Mr. Donald Devine, Co-President (devine@pumpman.com)  
Mr. Richard Eaddy, Co-President (REaddy@studley.com)  
Madison Square Boys & Girls Club, Inc.  
250 Bradhurst Avenue  
New York, NY 10039

Re: Revised Engagement Letter

Dear Don and Richard:

This letter agreement, which supersedes our engagement letter agreement dated January 29, 2019, confirms the terms of our agreement as of June 10, 2020, under which Friedman Kaplan Seiler & Adelman LLP (“Friedman Kaplan”) will continue to represent Madison Square Boys & Girls Club (“Madison”) in connection with civil litigation brought or threatened against Madison pursuant to New York’s Child Victims Act, affirmative civil claims that Madison may bring or notifies of its intention to file against Rockefeller University (“Rockefeller”), and such other matters as to which we may agree to represent Madison from time to time.

As a courtesy to Madison, we have agreed to further discount our hourly billing rates, subject to the conditions herein. The new rates, effective as of our time charges starting January 1, 2020, are as follows: \$495 per hour for me and John Orsini, who are Partners; \$380 per hour for Bonnie Baker, who is Counsel; \$350 per hour for Danielle Tepper, who is an Associate; and \$85 per hour for Legal Assistants and Clerks (the “Discounted Rates”). The Discounted Rates are contingent on each of the following:

1. Friedman Kaplan will receive payment of our previously issued invoices for time charges from January 1, 2020 through April 30, 2020, which we are reissuing to Madison at the Discounted Rates, by June 30, 2020;
2. Friedman Kaplan will receive payment of amounts set forth in newly issued invoices, starting with the invoice for time charges incurred in May 2020 and going forward, within 45 days of issue date; and
3. If Rockefeller, or any person or entity directly or indirectly related to, controlled by, or affiliated with Rockefeller, or Rockefeller’s insurer or other carrier, or any donor of or contributor to Rockefeller provides (or is ordered by a court or arbitral tribunal to provide in a final

Messrs. Devine and Eaddy

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June 12, 2020

decision) any payment to Madison or on Madison's behalf (including, without limitation, by paying any settlements or judgments to holders of claims against Madison, or by assuming Madison's defense of such claims), in connection with any claims (including, without limitation, for indemnification or contribution) asserted or threatened by Madison arising out of matters concerning the Child Victims Act and/or abuse alleged to have been perpetrated by Dr. Reginald Archibald (the "Rockefeller Consideration"), regardless of whether the Rockefeller Consideration is received by Madison while Friedman Kaplan is actively representing Madison or after our representation of Madison is terminated, then Friedman Kaplan will receive from Madison, in addition to the amounts billed at the Discounted Rates and for disbursements, an amount equal to the difference between (i) the total fees that would have been due to Friedman Kaplan at the full "Undiscounted Rates"<sup>1</sup> for all time charges starting January 1, 2020 until the end of our engagement and (ii) the total fees billed by Friedman Kaplan at the Discounted Rates starting January 1, 2020 (the "True-up Fees"), provided that, the total amount of the True-Up Fees will be capped at 22% of the amount of the total Rockefeller Consideration.

In addition, we will bill for all disbursements incurred on your behalf, which may include hearing and arbitrator fees, expert witness fees, online research charges, court reporter charges, photocopying, document coding, database creation and management, and travel expense. Any expense of \$10,000 or more will be discussed with you in advance, and we may request that you pay such disbursements directly.

You have the right at any time in your sole discretion to terminate our representation of Madison, although you will be responsible for all fees and costs accrued as of the time you do so, including, but not limited to, the True-Up Fees as set forth above, even if all or part of the Rockefeller Consideration is received by Madison after the termination of Friedman Kaplan's engagement. Please note that, consistent with New York ethical rules, in the event of your deliberate disregard of your payment obligations to us (meaning a failure that is conscious rather than inadvertent, and is not *de minimis* in either amount or duration), we will have the right to withdraw as your counsel. In the event of a fee dispute, Madison may have the right to seek arbitration; we will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request. Please also note that we are members of the New York bar, and it is our mutual agreement that our obligations to each other shall be governed by the internal laws of the State of New York. Any litigation or arbitration between us arising out of our representation shall be commenced exclusively in a

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<sup>1</sup> The applicable hourly Undiscounted Rates effective for invoices from January 1, 2020 and thereafter are \$950 for my services, \$775 for John Orsini, \$575 for Bonnie Baker, \$465 for Danielle Tepper and \$235 to \$225 for Legal Assistants and Clerks

Messrs. Devine and Eaddy

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June 12, 2020

federal or state court, or before an arbitral tribunal, located in the Borough of Manhattan in New York City.

During the course of this representation, Friedman Kaplan will generate and maintain files, documents and electronic records (including email messages) related to this matter (“Client-Related Files”). At the conclusion of this matter, if you have satisfied all obligations to our firm, you may request the return of any or all of the Client-Related Files, other than internal Friedman Kaplan materials, subject to the terms of any applicable protective order or non-disclosure agreement. Friedman Kaplan reserves the right to copy (at our expense) and keep any selected files that may be transferred to Madison. Any Client-Related Files that are not transferred to Madison may be destroyed by Friedman Kaplan seven years from the date this matter is concluded. Although Friedman Kaplan will, as a courtesy, endeavor to give you notice at the last known billing address of any decision to destroy the Client-Related Files, the failure to provide such notice shall not impede the firm’s right to destroy such files or extend the period of Friedman Kaplan’s retention of such files.

Please confirm your agreement with the foregoing by signing a copy of this letter and returning it to us.

Please call me if you have any questions. We appreciate the opportunity to be of service to you

Very truly yours,

FRIEDMAN KAPLAN SEILER &  
ADELMAN LLP

By:   
Mary E. Mulligan

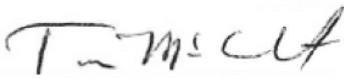
Messrs. Devine and Eaddy

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June 12, 2020

AGREED TO:

MADISON SQUARE BOYS & GIRLS CLUB

By: 

Name: Tim McChristian

Title: Executive Director

**Exhibit B**

**Mulligan Declaration**

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

In re:

MADISON SQUARE BOYS & GIRLS CLUB, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 22-10910 (\_\_\_)

**DECLARATION OF MARY E. MULLIGAN IN SUPPORT OF DEBTOR'S  
APPLICATION FOR ENTRY OF AN ORDER PURSUANT TO 11 U.S.C. § 327(e) OF  
BANKRUPTCY CODE AND FED. R. BANKR. P. 2014 AND 2016 AUTHORIZING  
EMPLOYMENT AND RETENTION OF FRIEDMAN KAPLAN SEILER &  
ADELMAN LLP AS SPECIAL LITIGATION COUNSEL FOR THE DEBTOR AND  
DEBTOR IN POSSESSION *NUNC PRO TUNC* TO THE PETITION DATE**

I, Mary E. Mulligan, being duly sworn, hereby state as follows:

1. I am a partner at the firm of Friedman Kaplan Seiler & Adelman LLP ("Friedman Kaplan" or the "Firm"), a law firm specializing in complex commercial litigation and white collar criminal defense work, with a wide range of experience and expertise in defending institutional and individual clients in trials and other judicial proceedings, with its principal offices at 7 Times Square, New York, New York 10036. I am admitted in, practicing in, and a member in good standing of, the bar of the State of New York and the bar of the United States District Court for the Southern District of New York.

2. I submit this declaration (the "Declaration") in connection with the application (the "Application")<sup>2</sup> of the Debtor to retain and employ Friedman Kaplan as special litigation counsel *nunc pro tunc* to the Petition Date in accordance with the terms and conditions of that

<sup>1</sup> The last four digits of the Debtor's federal tax identification number are 6792. The Debtor's mailing address is 250 Bradhurst Avenue, New York, New York 10039.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Application.

certain engagement letter entered into between Friedman Kaplan and the Debtor, dated as of June 12, 2020 (the “Engagement Letter”).

3. Unless otherwise stated in the Declaration, I have personal knowledge of the facts set forth herein and, if called as a witness, I would testify thereto. Certain of the disclosures set forth herein relate to matters not within my personal knowledge but rather within the knowledge of other attorneys and employees at Friedman Kaplan and are based on information provided to me by them.

### **Friedman Kaplan’s Qualifications**

4. As described above, Friedman Kaplan is a law firm specializing in complex commercial litigation and white collar criminal defense work, with a wide range of experience and expertise. Friedman Kaplan has represented the Debtor in all of the CVA Litigation and has been actively involved in litigating and/or settling, as applicable, each of the CVA Claims. Over the course of this representation, Friedman Kaplan has acquired in-depth familiarity with the Debtor’s not-for-profit organization, the factual record at issue in the CVA Litigation, the landscape of CVA litigation involving other defendants (in New York state and elsewhere), and the legal issues that may arise in the context of the Special Litigation Counsel Matters. Based upon this familiarity and its experience in the area of commercial litigation, I believe that Friedman Kaplan is uniquely qualified to effectively and efficiently address the substantive issues and questions relating to the Special Litigation Counsel Matters (as defined below).

### **Services To Be Provided**

5. I have been advised by the Debtor that the Debtor wishes to retain and employ Friedman Kaplan as its special litigation counsel. Specifically, the Debtor has asked Friedman Kaplan to perform the following services:

- a. advise and assist the Debtor with respect to the CVA Litigation-related matters;
- b. drafting and/or reviewing any pleadings, motions, or other documents and attending hearings and/or mediation sessions in connection with the CVA Litigation; and
- c. perform the full range of services normally associated with the above matters ((a) through (c) collectively, the “Special Litigation Counsel Matters”).

### **Professional Compensation**

6. Friedman Kaplan intends to apply for allowance of compensation for professional services and reimbursement of expenses incurred in connection with this chapter 11 case, subject to the Court’s approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court.

7. Friedman Kaplan typically bills at its standard hourly rates, which currently range from \$800 per hour to \$1,900 for partners; \$600 to \$750 for associates; \$750 to 1,800 for counsel and senior counsel; and \$275 to \$350 for law clerks and legal assistants. However, as set forth in the Engagement Letter, Friedman Kaplan agreed to a special fee arrangement for its representation of the Debtor in the CVA Litigation. This fee arrangement was designed to take into account the Debtor’s status as a not-for-profit organization doing critical work in New York City, that was facing mounting financial pressure as a result of the allegations of decades-ago misconduct asserted in the CVA Claims. Pursuant to the Engagement Letter, Friedman Kaplan agreed to bill the Debtor at a substantial reduction of its hourly rates: \$495 per hour for partners; \$380 per hour for counsel; \$350 for associates; and \$85 for law clerks and legal assistants. In addition, the Debtor agreed to the following in respect of direct claims that the Debtor has against Rockefeller University (“Rockefeller”), and claims for indemnification and contribution against Rockefeller:

If Rockefeller, or any person or entity directly or indirectly related to, controlled by, or affiliated with Rockefeller, or Rockefeller’s insurer or

other carrier, or any donor of or contributor to Rockefeller provides (or is ordered by a court or arbitral tribunal to provide in a final decision) any payment to Madison or on Madison's behalf (including, without limitation, by paying any settlements or judgments to holders of claims against Madison, or by assuming Madison's defense of such claims), in connection with any claims (including, without limitation, for indemnification or contribution) asserted or threatened by Madison arising out of matters concerning the Child Victims Act and/or abuse alleged to have been perpetrated by Dr. Reginald Archibald (the "Rockefeller Consideration"), regardless of whether the Rockefeller Consideration is received by Madison while Friedman Kaplan is actively representing Madison or after our representation of Madison is terminated, then Friedman Kaplan will receive from Madison, in addition to the amounts billed at the Discounted Rates and for disbursements, an amount equal to the difference between (i) the total fees that would have been due to Friedman Kaplan at the full "Undiscounted Rates"<sup>3</sup> for all time charges starting January 1, 2020 until the end of our engagement and (ii) the total fees billed by Friedman Kaplan at the Discounted Rates starting January 1, 2020 (the "True-up Fees"), provided that, the total amount of the True-Up Fees will be capped at 22% of the amount of the total Rockefeller Consideration.

8. Subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, applicable U.S. Trustee guidelines, and the Local Rules of this Court, Friedman Kaplan will bill at these same, discounted hourly rates, while maintaining its right to receive the True-up Fees (if any), if the Court were to approve Friedman Kaplan as special litigation counsel.

9. Friedman Kaplan's discounted hourly rates, when combined with the potential True-up Fees, are set at a level designed to compensate Friedman Kaplan fairly for the work of its attorneys and legal assistants and to cover fixed and routine expenses. The rates, rate structure,

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<sup>3</sup> The prior hourly "Undiscounted Rates" referenced above, for purposes of calculating the True-up Fees, were as follows: \$950 per hour for me (partner); \$775 per hour for John Orsini (partner); \$575 per hour for Bonnie Baker (counsel); \$465 per hour for Danielle Tepper (associate); and \$235 to \$225 for Legal Assistants and Clerks. These "Undiscounted Rates" for me and my partner John Orsini's were, in fact, discounted from our regular rates, in light of Madison's status as a not-for-profit institution. My regular rate in 2020 was \$1,200 per hour, which is what it remains today. My partner John Orsini's regular rate in 2020 was \$925 per hour, and is now \$995 per hour.

and True-up Fees are appropriate and reflect the complex and time sensitive nature of the matters Friedman Kaplan will be handling. In consideration of the potential True-up Fees, Friedman Kaplan has agreed under these unique circumstances not to increase its hourly rates beyond those set forth above, despite the fact that its hourly rates are typically subject to periodic adjustments to reflect economic and other conditions.

10. Pursuant to Bankruptcy Rule 2016(b), Friedman Kaplan has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Friedman Kaplan or (b) any compensation another person or party has received or may receive.

11. As of the Petition Date, the Debtor did not owe Friedman Kaplan any amounts for legal services rendered before the Petition Date.

#### **Connections With Parties-In-Interest**

12. To confirm that Friedman Kaplan did not have a prior representation that precluded its representation of the Debtor with respect to the Special Litigation Counsel Matters, I caused Friedman Kaplan attorneys under my supervision to conduct a review of potential connections and relationships between Friedman Kaplan and the following categories of parties:

- (a) Debtor and Non-Debtor Affiliates;
- (b) Bankruptcy and Certain Ordinary Course Professionals;
- (c) Current & Former Trustees, Directors, Officers;
- (d) Insurance Providers;
- (e) Landlords;
- (f) Banks, Investment Managers, and Secured Lenders;
- (g) Litigation Parties and Counterparties;
- (h) Governmental/Regulatory Agencies;

- (i) Southern District of New York Bankruptcy Judges, Clerks, Personnel, and Office of the U.S. Trustee; and
- (j) Significant Vendors, Utilities, Contract Counterparties, and UCC Lien Counterparties.

The names of these parties (the “Potential Parties-in-Interest”) are listed on **Schedule 1** to this Declaration.

13. The records upon which this investigation is based are maintained by Friedman Kaplan in the ordinary course of business and are believed to be accurate. To the extent that I become aware hereafter that any such records or other information contained herein is not accurate or complete, I will promptly apprise the Court.

14. Based upon a review of the foregoing information, neither I, Friedman Kaplan, nor any partner, counsel or associate of Friedman Kaplan represents any entity other than the Debtor in connection with this chapter 11 case. In addition, to the best of my knowledge after due inquiry, neither I, Friedman Kaplan, nor any partner, counsel, or associate of Friedman Kaplan represents any party in interest in this chapter 11 case in matters related to this chapter 11 case.

15. Based upon a review of the foregoing information, Friedman Kaplan, and the partners, counsel and associates of Friedman Kaplan, presently represent, may have represented in the past, and may represent in the future, certain of the Potential Parties-in-Interest (or affiliates of the Potential Parties-in-Interest) that are claimants of and/or members of the Debtor and/or are parties-in-interest in this case, in matters wholly unrelated to the chapter 11 case. To the best of my knowledge, all such entities and the nature of Friedman Kaplan’s representation of, or connections to, such entities are set forth on **Schedule 2** to this Declaration. Based upon such review, to the best of my knowledge, Friedman Kaplan does not hold or represent an interest adverse to the Debtor or its estate in the matters for which Friedman Kaplan is proposed to be retained.

16. Friedman Kaplan appears in cases, proceedings, and transactions involving many different attorneys, accountants, financial consultants, and financial advisors, some of which have represented in the past, represent now or may represent in the future claimants or other parties-in-interest in this case. Friedman Kaplan is not aware of any relationship it has with such attorneys, accountants, financial consultants, and investment bankers that would be adverse to the Debtor or its estate.

17. In addition to the foregoing, after reasonable inquiry, I do not believe there is any connection between Friedman Kaplan and the U.S. Trustee, or any person known by me to be employed as an attorney with the Office of the U.S. Trustee, other than Friedman Kaplan's usual and customary interactions and connections with the U.S. Trustee and the persons employed therein which arise in the ordinary course of business.

18. In light of the extensive number of the Potential Parties-in-Interest and because definitive lists of all such parties have not yet been obtained, neither I nor Friedman Kaplan are able to conclusively identify all potential relationships at this time, and we reserve the right to supplement this disclosure as, and to the extent, additional relationships come to our attention. To the extent that I become aware of any additional relationships that may be relevant to Friedman Kaplan's representation of the Debtor, I will promptly file a supplemental declaration.

**Statement Regarding U.S. Trustee Guidelines**

19. Consistent with the U.S. Trustee Guidelines, I provide the following information in further support of the Application:

- a. **Question: Did Friedman Kaplan agree to any variations from, or alternatives to, Friedman Kaplan's standard billing arrangements for this engagement?**

**Answer:** Yes: as set forth above, Friedman Kaplan provided deep discounts to its regular hourly rates in consideration of (a) the Debtor's status as a not-for-profit organization doing critical work in New York

City, that was facing mounting financial pressure as a result of the allegations of decades-ago misconduct asserted in the CVA Claims; and (b) the Debtor's agreeing to pay Friedman Kaplan the True-up Fees (as defined above).

- b. **Question: Do any of the Friedman Kaplan professionals in this engagement vary their rate based on the geographic location of the Debtor's chapter 11 case?**

**Answer:** No.

- c. **Question: If Friedman Kaplan has represented the Debtor in the 12 months prepetition, disclose Friedman Kaplan's billing rates and material financial terms for the pre-petition engagement, including any adjustments during the 12 months pre-petition. If Friedman Kaplan's billing rates and material financial terms have changed post-petition, explain the difference and the reasons for the difference.**

**Answer:** Friedman Kaplan has not adjusted its billing rates or material financial terms for its prepetition engagement since entering in the Engagement Letter in July 2020.

- d. **Question: Has the Debtor approved Friedman Kaplan's budget and staffing plan, and, if so, for what budget period?**

**Answer:** Yes, from the Petition Date through to October 31, 2022.

20. Friedman Kaplan will use reasonable efforts to comply with the U.S. Trustee Guidelines.

21. By reason of the foregoing, I believe Friedman Kaplan is eligible for employment and retention by the Debtor pursuant to section 327(e) of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: New York, New York  
June 29, 2022

Respectfully submitted,

*/s/ Mary E. Mulligan*

Mary E. Mulligan  
Partner, Friedman Kaplan Seiler & Adelman  
LLP

**Schedule 1**

**Potential Parties-In-Interest**

**Potential Parties in Interest**

**DEBTOR AND NON-DEBTOR AFFILIATES AND RELATED ENTITIES**

MADISON SQUARE BOYS & GIRLS CLUB, INC.  
MADISON SQUARE BOYS & GIRLS CLUB FOUNDATION, INC.  
MSBGC-NYC SUPPORT CORPORATION

**SOUTHERN DISTRICT OF NEW YORK BANKRUPTCY JUDGES, CLERKS,  
PERSONNEL, AND OFFICE OF THE U.S. TRUSTEE**

CHIEF JUDGE MARTIN GLENN  
JUDGE LISA G. BECKERMAN  
JUDGE SHELLEY C. CHAPMAN  
JUDGE ROBERT D. DRAIN  
JUDGE JAMES L. GARRITY, JR.  
JUDGE DAVID S. JONES  
JUDGE SEAN H. LANE  
JUDGE CECELIA G. MORRIS  
JUDGE MICHAEL E. WILES

**ATTORNEYS FOR THE UNITED STATES TRUSTEE'S OFFICE FOR THE  
SOUTHERN DISTRICT OF NEW YORK**

ALABA OGUNLEYE  
ALICIA LEONHARD  
ANDREA B. SCHWARTZ  
ANDY VELEZ-RIVERA  
BENJAMIN J. HIGGINS  
BRIAN S. MASUMOTO  
CHEUK M. NG  
CHRISTINE BLACK  
DANNY A. CHOY  
ERCILIA A. MENDOZA  
GREG M. ZIPES  
GUY A. VAN BAALEN  
ILUSION RODRIQUEZ  
JOSEPH ALLEN  
KATHLEEN SCHMITT  
LINDA A. RIFFKIN  
LISA PENPRAZE  
MADELINE VESCOVACCI  
MARIA CATAPANO  
MARY V. MORONEY  
NADKARNI JOSEPH  
PAUL K. SCHWARTZBERG  
RICHARD C. MORRISSEY  
SERENE NAKANO  
SHANNON SCOTT

SUSAN ARBEIT  
SYLVESTER SHARP  
VICTOR ABRIANO  
WILLIAM K. HARRINGTON

**GOVERNMENTAL/REGULATORY AGENCIES**

DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT  
NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION  
NEW YORK STATE ALLIANCE FOR THE PREVENTION OF SEXUAL ABUSE  
NEW YORK STATE CHILD AND ADULT CARE FOOD PROGRAM  
NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES  
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES  
NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL  
OFFICE OF JUVENILE DELINQUENCY PROGRAM  
UNITED STATES DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS

**BANKRUPTCY AND CERTAIN ORDINARY COURSE PROFESSIONALS**

EPIQ CORPORATE RESTRUCTURING  
FINSBURY LLC  
FRIEDMAN KAPLAN SEILER & ADELMAN LLP  
PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
PILLSBURY WINTHROP SHAW PITTMAN LLP  
TENEO CAPITAL LLC

**BANKS, INVESTMENT MANAGERS, AND SECURED LENDERS**

BANK OF AMERICA  
BROWN BROTHERS  
CARVER BANK  
CITI BANK  
FIDELITY  
JP MORGAN  
JPMORGAN - CHILDS TRUST  
LAMB FINANCIAL SERVICES  
MERRILL LYNCH  
NONPROFIT FINANCE FUND  
PINNACLE SECURITIES  
PNC BANK  
RUANE CUNNIFF & GOLDFARB  
RUANE CUNNIFF & GOLDFARB - SEQUOIA FUND  
TRUFUND  
VANGUARD

**CURRENT & FORMER TRUSTEES, DIRECTORS, OFFICERS**

ADAM L. REEDER  
ALBERT R. DOWDEN

ALLISON SHURE  
BARBARA A. TAYLOR  
BARRY BREGMAN  
BARRY RODRIGUES  
BILL FEEHAN  
BRIAN HOESTEREY  
BRUCE GELB  
DANIEL L. MOSLEY  
DANIEL T. DONNELLY  
DAVID FIELDS  
DAVID J. GOLDRING  
DAVID PECKER  
DONALD C. DEVINE  
ELIZABETH VELEZ  
ERIC FRANDSON  
FRANK FORTINO  
FRED ARGIR  
FRED PICCIRILLO  
HEATHER BELLINI  
HOPE KNIGHT  
JARRETT TURNER  
JEFFREY DOLD  
JEFFREY VOLLING  
JERRY M. SESLOWE  
JOHN BINNIE  
JOHN GELB  
JOHN MCDONOUGH  
JOHN STARR  
JOSEPH GANTZ  
JOSH NOVAK  
JUSTIN MARCUS  
JUSTIN NUNEZ  
KEITH FLEISCHMAN  
KENNETH B. MARLIN  
KENNETH HALCOM  
LEO P. ARNABOLDI III  
LEO P. ARNABOLDI, JR  
LISA SHALETT  
MATTHEW PETERSEN  
MICHAEL GELTZEILER  
MICHAEL PUGH  
MITCHELL SCHERZER  
MYLES GILLESPIE  
NATHAN SLEEPER  
NICHOLAS F. TOMMASINO  
NICK RUDD

OBA MCMILLAN  
PATRICK GADSON  
PATRICK GALLAGHER  
PETER SCHEMAN  
PETER SERPICO  
POPPY HARLOW  
RICHARD EADDY  
RICHARD PORTER  
ROBBIN MELE GAUDIERI  
RON PORTER  
ROY WEATHERS  
SEAN WOODROFFE  
STEPHEN GALLUCCI  
STEVE ELBAUM  
STEVEN MELTON  
STEVEN MIYAO  
STEVEN S. ELBAUM  
STUART LEMPert  
T. KENNETH FARRELL  
THOMAS FORTIN  
THOMAS MURPHY, SR.  
TIM MCCHRISTIAN  
TREVOR FENNELL  
VANESSA TOUMA  
VICTOR F. GANZI  
WILLIAM E. FLAHERTY  
WILLIAM F. GLAVIN, JR  
WILLIAM G. PARRETT

**INSURANCE PROVIDERS**

ARGONAUT INSURANCE CO.  
CHUBB GROUP  
CHURCH MUTUAL INSURANCE CO.  
EMPIRE BLUECROSS BLUESHIELD  
FEDERAL INSURANCE COMPANY  
HALLMARK SPECIALTY INSURANCE CO.  
PHILADELPHIA INSURANCE COMPANY  
RSUI LANDMARK AMERICAN INSURANCE CO.  
STARSTONE NATIONAL INSURANCE CO.

**LANDLORD**

NATIONAL MULTIPLE SCHLEROSIS SOCIETY

**LITIGATION PARTIES AND COUNTERPARTIES AND COUNSEL<sup>1</sup>**

---

<sup>1</sup> The names of individual plaintiffs are consistent with the names or pseudonyms reflected in public filings.

A.B.

A.F.

A.G.

AARON HUMPHREY

ALFRED FALZON

AMONDO SAPIRO

ANDREW CAWLEY

ANTHONY VARUOLA

ANTOWNE FRAZIER

ARNOLD GLIM

ARTHUR TREMERE

AVAN LOGAN

B.D.

BRIAN TATE

C.C.

C.D.

CARL MINUSKIN

C.R.

C.S.

CHRISTOPHER CLARK

CLEVELAND WHITE

COLIN MOSS

D.C.

D.M.

DENNIS FARLEY

DERRICK WELCH

DEXTER BLACKMAN

E.C. [950404/2020]

E.M. [70172/2021E]

E.M. [950681/2020]

E.M.R.

EDDY STWAERD

E.T.

EDWARD HUNTER

EDWARD TOFANI

EDWIN VELEZ

EMILE BLACKMAN

EMMANUEL FALZON

ENZO OMBRAMONTI

ERIC LEBRON

ERIC ROSADO

FRANK BITETTO

FRANK PESCE

G.F.

G.R.

GEORGE DANIELLO

GERALD CARSON  
GUSTAVE CHAPPORY  
HARRY WADE  
HECTOR BUSH  
HENRI BONNER  
HENRY KING  
I.R.  
IKEM LOGAN  
ISRAEL DIAZ  
JOSEPH FARAGUNA  
J.A.M.  
J.C.  
J.G.  
J.L.  
J.R.  
JAMES PAIGE  
JAMES SULLIVAN  
JAY SAPIRO  
JOHN DOE  
JOHN MARKS  
JOHNNY GARCIA  
JONATHAN DRECHSLER  
JOSEPH CIAPPA  
JOSEPH FALZON  
JOSEPH GALLO  
JOSEPH GENTILE  
JOSEPH MCBRIDE  
JOSEPH O'BRIEN  
JOSEPH P. SALAMONE, JR.  
JOSEPH VARUOLA  
JULIO ROSADO  
K.P.  
K.R.  
KENNETH GRANT  
L.B.  
L.R.  
LAWRENCE DAVIS  
LAWRENCE NOLAN  
LEON POWELL  
LOUIS HEREDIA  
M.H.  
M.S.  
MARC TAYLOR  
"MARIA HOFFMAN"  
MARK THOMPSON  
MATTHEW SPENCER

MICHAEL CUSUMANO  
MICHAEL DANIELLO  
MICHAEL FAYE  
MICHAEL JACOBS  
MICHAEL PAIGE  
N.B.A.  
NEFTALI CENTENO  
NEFTALI CEMENTENO  
PERRY POWELL  
PETER CAMILLERI  
PHILLIP HARRIS  
R.A.  
R.B.  
R.C.  
R.F.  
R.F. II  
R.M.  
R.S.  
RAMON ACOSTA  
RAMOS REYES  
RANDALL JAMES  
RENZO BUSETTI  
RICHARD VESPI  
ROBERT LIGUORI  
ROBERT O'LEARY  
ROBERT RAMIREZ  
ROBERT SERRINGER  
ROBERTO GONZALEZ  
ROGER WELCH  
RONALD PROKOPIAK  
S.R. [950449/2020]  
S.R.  
SAMUEL CASTRILLO  
PETER STUCZ  
STEVEN SORGE  
T.F.  
DAVID TOFANI  
ROBERT TOFANI  
TERRENCE BROWNE  
TERRENCE LOGAN  
THE ESTATE OF EMMANUEL WILLIAM SORGE  
THOMAS LOGERFO  
THOMAS M. LUKAS  
TYRONE LOGAN  
VITO PESCE  
WILLIAM MCFIELD

WILLIAM SORGE

Z.Y.

ABEND & SILBER, PLLC

ABRAHAM, WATKINS, NICHOLS, SORRELS, AGOSTO & AZIZ

ANDREOZZI & ASSOCIATES, P.C.

BLEAKLEY PLATT & SCHMIDT, LLP

CUTI HECKER WANG LLP

DUNDON ADVISERS LLC

GRANT & EISENHOFER, P.A.

HACH ROSE SCHIRIPPA & CHEVERIE, LLP

HARNICK AND HARNICK, P.C.

HERMAN LAW FIRM

JEFF ANDERSON & ASSOCIATES, P.A.

LEVY KONIGSBERG LLP

LOWEY DANNENBERG, P.C.

MARCOWITZ LAW FIRM

MERSON LAW, PLLC

PACHULSKI STANG ZIEHL & JONES LLP

PFAU COCHRAN VERTETIS AMALA PLLC

RAPHAELSON & LEVINE LAW FIRM, P.C.

ROCKEFELLER UNIVERSITY

ROPES & GRAY LLP

SEEGER WEISS LLP

SILVER & KELMACHER, LLP

SLATER SLATER SCHULMAN LLP

THE MARSH LAW FIRM, PLLC

THE SIMPSON TUEGEL FIRM

WEITZ & LUXENBERG

WILLIAMS CEDER LLC

**SIGNIFICANT VENDORS, UTILITIES, CONTRACT COUNTERPARTIES, AND UCC  
LIEN COUNTERPARTIES**

42ND STREET LESSEE LLC

501 AUCTION LLC

ABRAR QAIUM

ADP, INC.

ADT SECURITY SERVICES

ADVANCE CLADDING CONSTRUCTION COMPANY

AFA PROTECTIVE SYSTEMS, INC.

AFLAC NEW YORK

AIA, ALERA GROUP

ALDA BUILDING COMPANY LLC

ALEX DONNER ENTERTAINMENT, CORP.

ALL AMERICAN SCHOOL BUS CORP.

ALLIED ASBESTOS SERVICE LLC

ALLSTATE LIFE INSURANCE COMPANY

ALLSTATE SERVICES GROUP LLC  
AMAZON CAPITAL SERVICES  
AMERICAN EXPRESS  
AMERIFLEX  
ANTHEM LIFE & DISABILITY INSURANCE CO.  
APPRAISERS AND PLANNERS INC.  
ARAMARK  
AUTHNET GATEWAY  
AV DESIGN INTEGRATION  
BABY DUNK  
BALLARD SPAHR LLP  
BASE TECHNOLOGIES, INC.  
BCM ONE  
BEL-AQUA POOL SUPPLY INC.  
BETHANY HDFC  
BKD, LLP  
BLACKBAUD  
BOYS & GIRLS CLUB OF HARLEM  
BOYS & GIRLS CLUBS OF AMERICA  
BROADWAY UNLOCKED  
BRONX AQUATICS & SAFETY INC.  
BSN SPORTS INC  
CABLEVISION  
CARDWORKS ACQUIRING  
CHARTER COMMUNICATIONS  
CHURCH MUTUAL  
CITY OF FINANCE COMMISSIONER  
CLASSY, INC.  
CON EDISON  
CONNEY SAFETY  
CREATIVE ART WORKS  
CROWN AWARDS  
CROWN CASTLE FIBER LLC  
CROWN JANITORIAL  
CROWN TROPHY, INC.  
CT CORPORATION  
CYA, INC  
DAWELL CONSULTING LLC  
DE LAGE LANDEN FINANCIAL SERVICES, INC.  
DELL BUSINESS CREDIT  
DELOITTE CONSULTING LLP  
DINOSAUR RESTAURANTS LLC  
DRAIN KLEEN SEWER SERVICES INC.  
EDELMAN SULTAN KNOX WOOD ARCHITECTS LLP  
EFFICIENT COMBUSTION & COOLING CORP.  
EL RAVEN PRODUCTIONS

EMPIRE FIRE SYSTEMS LLC  
ENGIE  
EXTRA SPACE STORAGE  
FEDERAL EXPRESS CORP.  
FIRST ADVANTAGE BACKGROUND SERVICES CORP.  
FIRSTMARK SERVICES  
FLYER MIKE DESIGNS, LLC  
FOUR SEASONS PROMOS, LLC  
FRANKIE'S CARNIVAL TIME, INC.  
FUZE, INC.  
GEM MECHANICAL LLC  
GIVESMART US, INC.  
GO CHARITY  
GOTHAM ARCHITECTURAL GLASS & SIGN  
GRACI PAVING ASSOCIATES INC.  
GROWTH AND DEVELOPMENT SERVICES, INC.  
HANZEL LI  
HELIUM PLUS EAST INC.  
HILLMANN CONSULTING, LLC  
HSO PRODUCTIONS INC.  
HYDRO LANE, INC.  
IF IT'S WATER, INC.  
INDEPENDENT ELEVATOR INSPECTIONS, INC  
INLAND PRINTING COMPANY  
INSURANCE ARCHAEOLOGY GROUP  
INTEGRATED AQUATICS ENGINEERING  
J & L SERVICE NYC INC.  
JMV CONSULTING ENGINEERING, P.C.  
JOHN TODD  
JUNK PROS  
KAUFMAN IRON WORKS  
KIDS IN SEATS INC.  
KIPS BAY BOYS & GIRLS CLUB  
KNIGHT MARKETING CORP.  
KONE INC.  
KVL AUDIO VISUAL SERVICES, INC  
LAMB INSURANCE SERVICES  
LAWLESS & MANGIONE  
LAWYERS ALLIANCE FOR NEW YORK  
LEADER ELECTRIC COMPANY  
LEAF COMMERCIAL CAPITAL  
LIBERTY COCA-COLA BEVERAGES LLC  
LIBERTY INDUSTRIAL GAS & WELDING  
LIBERTY SCIENCE CENTER  
LIGHTHOUSE DOCUMENT TECHNOLOGIES, INC.  
LOM PROPERTY CONSULTING LLC

MAGIC MECHANICAL  
MAMA FOUNDATION FOR THE ARTS, INC.  
METROPOLIS GROUP INC.  
METROPOLITAN LIFE  
METROTECH SYSTEMS  
MILLIMAN  
MUTUAL SECURITY SERVICES, INC.  
NARDELLO & CO LLC  
NATIONAL FIRE EXTINGUISHER CO.  
NATIONAL GRID  
NATIONAL MULTIPLE SCLEROSIS SOCIETY  
NEW YORK BUSINESS SYSTEMS  
NEW YORK CITY WATER BOARD  
NEW YORK DEPARTMENT OF LAW  
NEW YORK STATE ALLIANCE  
NFOCUS SOLUTIONS  
NOBLE ELEVATOR COMPANY INC.  
NONPROFIT SOLUTIONS NETWORK CORP.  
NOTES FOR NOTES  
NOVAK FRANCELLA LLC  
NUVISION SOLUTIONS LLC  
NY STATE ALLIANCE  
NYC FIRE DEPARTMENT  
NYC WATER BOARD  
NYS DEPT. OF ENVIRONMENTAL CONSERVATION  
ORKIN INC.  
ORKIN PEST CONTROL  
OUTREACH DEVELOPMENT CORP.  
PADUANO & WEINTRAUB LLP  
PITNEY BOWES GLOBAL FINANCIAL  
PITNEY BOWES PURCHASE POWER  
PLYWOOD PICTURES LLC  
POL. WIRE TECH INC.  
POLAR AIR CONDITIONING INC.  
QUILL CORPORATION  
REGINA CATERERS INC.  
ROBINSON'S INDUSTRIAL GAS AND EQUIPMENT CORP.  
ROTO ROOTER PLUMBING SERVICES  
RT TRANSPORTATION & TOURS, LLC  
S&S WORLDWIDE, INC.  
S.D.L. APPLIANCE REPAIR SERVICE  
SBW, INC.  
SEAN KERSHAW  
SEND IN THE CLOWNS ENTERTAINMENT  
SERVICE MECHANICAL INC.  
SHELTERPOINT LIFE INSURANCE CO.

SIGMA  
SLEEPY HOLLOW COUNTRY CLUB  
SOLVE IT SIMPLE LLC  
STAPLES  
STAPLES ADVANTAGE  
STAR GROUP PRODUCTIONS  
SUNESYS ENTERPRISE LLC  
SWOOP  
SYSCO METRO NEW YORK LLC  
THE COTOCON GROUP  
THE METRO GROUP, INC.  
TIME WARNER CABLE  
TOTAL AQUARIUMS INC.  
TOWER ELEVATOR CONSULTING & TESTING LLC  
TOYOTA FINANCIAL SERVICES  
TRANSPERFECT LEGAL SOLUTIONS  
TREMONT ELECTRIC SUPPLY COMPANY  
TRI WELD INDUSTRIES, INC.  
TWI-LAQ INDUSTRIES, INC.  
ULINE  
UNITED STAFFING SOLUTIONS, INC.  
UNITED WAY  
VAL WIRING CORP.  
VENABLE LLP  
VERIZON WIRELESS  
WEBSTER LOCK & HARDWARE CO.

**Schedule 2**

**Connections to Potential Parties-in-Interest**

<b>Matched Entity</b>	<b>Relationship to Debtor</b>	<b>Relationship to Friedman Kaplan<sup>1</sup></b>
NYC Water Board	Significant Vendors, Utilities, Contract Counterparties, and UCC Lien Counterparties	Former Client

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<sup>1</sup> The term “former client” means any entity listed as a client, or related to a client, in the Friedman Kaplan conflicts search system where the matter is reported as closed within the last three (3) years.

**Exhibit C**

**Dold Declaration**

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

In re:

MADISON SQUARE BOYS & GIRLS CLUB, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 22-10910 (\_\_\_)

**DECLARATION OF JEFFREY DOLD IN SUPPORT OF DEBTOR'S  
APPLICATION FOR ENTRY OF AN ORDER PURSUANT TO 11 U.S.C.  
§ 327(e) OF BANKRUPTCY CODE AND FED. R. BANKR. P. 2014 AND 2016  
AUTHORIZING EMPLOYMENT AND RETENTION OF FRIEDMAN KAPLAN  
SEILER & ADELMAN LLP AS SPECIAL LITIGATION COUNSEL FOR THE  
DEBTOR AND DEBTOR-IN-POSSESSION *NUNC PRO TUNC* TO JUNE 29, 2022**

Pursuant to 28 U.S.C. § 1746, I, Jeffrey Dold, declare that the following is true to the best of knowledge, information and belief:

1. I am the Chief Financial Officer of Madison Square Boys & Girls Club, Inc. ("Madison" or the "Debtor").

2. I submit this declaration (the "Declaration") in support of the *Debtor's Application for Entry of an Order Pursuant to 11 U.S.C. § 327(e) of Bankruptcy Code and Fed. R. Bankr. P. 2014 and 2016 For Entry of an Order Authorizing Employment and Retention of Friedman Kaplan Seiler & Adelman LLP as Special Litigation Counsel to the Debtor and Debtor-in-Possession Nunc Pro Tunc to the Petition Date* (the "Application").<sup>2</sup> Except as otherwise noted, all facts in this Declaration are based on my personal knowledge of the matters set forth herein, information gathered from my review of relevant documents, and information supplied to me by other members of the Debtor's senior management and its advisors.

<sup>1</sup> The last four digits of the Debtor's federal tax identification number are 6792. The Debtor's mailing address is 250 Bradhurst Avenue, New York, New York 10039.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings set forth in the Application.

### **The Debtor's Selection Of Friedman Kaplan**

3. The Debtor is requesting that Friedman Kaplan serve as special litigation counsel to the Debtor to advise and assist with matters in connection with the CVA Litigation. Friedman Kaplan and the Debtor memorialized the scope of the proposed engagement in an engagement letter dated June 12, 2020 (the "Engagement Letter"). A copy of the Engagement Letter is annexed as **Exhibit 1** to the Proposed Order. The Debtor agrees and accepts the retention of Friedman Kaplan as counsel on the terms of the Engagement Letter.

4. The Debtor recognizes when selecting legal counsel in chapter 11 cases, a comprehensive review process is necessary to ensure that professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

5. The Debtor has decided to retain Friedman Kaplan as special litigation counsel because, among other reasons, Friedman Kaplan has significant experience in, among other areas, complex commercial litigation and has represented the Debtor in all of the CVA Litigation. As a result, Friedman Kaplan has become familiar with the potential issues that may arise in connection with the Special Litigation Counsel Matters. Accordingly, I believe that Friedman Kaplan is both well qualified and uniquely able to provide the specialized legal advice sought by the Debtor going forward in an efficient and effective manner and the retention of Friedman Kaplan is in the best interest of the Debtor's estate.

### **Rate Structure and Cost Supervision**

6. The Debtor and Friedman Kaplan have agreed to a special fee arrangement, including substantially discounted hourly rates and potential True-up Fees, in light of the Debtor's status as a not-for-profit organization in New York City and the unique circumstances that the Debtor is facing. Friedman Kaplan has informed the Debtor that its hourly billing rates will not

vary as a function of whether the services performed relate to a bankruptcy engagement or a non-bankruptcy engagement.

7. The Debtor understands that Friedman Kaplan's fees and expenses will be subject to periodic review on a monthly, interim, and final basis during the pendency of this chapter 11 case by various third parties, including the Court, and that such fees and expenses will be subject to the terms of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders of the Court governing the procedures for approval of interim compensation of professionals retained in this chapter 11 case.

8. I recognize that it is the Debtor's responsibility to monitor closely the billing practices of its counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtor's expectations and the exigencies of this chapter 11 case. The Debtor will continue to review the statements that Friedman Kaplan regularly submits and amend the budget and staffing plans periodically, as the case develops. Friedman Kaplan's budget and staffing plans will provide guidance on the periods of time and projections of average hourly rates of the attorneys and professionals that will work on the specified litigation matters for which Friedman Kaplan would be retained.

9. Moreover, Friedman Kaplan has informed me that the Debtor will be provided with the opportunity to review all invoices and request adjustments to such invoices to the extent that the Debtor determines that such adjustments are necessary and appropriate, and that such requests will be carefully considered by Friedman Kaplan. As it did prepetition, the Debtor will continue to diligently review counsel fees and expenses and, together with Friedman Kaplan, amend such invoices as necessary.

10. For the reasons set forth above, the Debtor believes that Friedman Kaplan's employment is necessary and in the best interest of the Debtor and its estate.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: June 29, 2022

/s/ Jeffrey Dold  
Jeffrey Dold  
Chief Financial Officer