No. 23A741

IN THE

Supreme Court of the United States

LUJAN CLAIMANTS AND DUMAS & VAUGHN CLAIMANTS,
Applicants,

v.

BOY SCOUTS OF AMERICA, *et al.*,
Respondents.

ON APPLICATION FOR A STAY OF THE BANKRUPTCY PLAN
PRESENTLY BEING IMPLEMENTED IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

TO THE HONORABLE SAMUEL A. ALITO, JR.,
ASSOCIATE JUSTICE OF THE UNITED STATES SUPREME COURT AND
CIRCUIT JUSTICE FOR THE UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

RESPONDENT SETTLING INSURERS' RESPONSE TO THE APPLICATION FOR A STAY BY THE DUMAS & VAUGHN AND LUJAN CLAIMANTS

JAMES P. RUGGERI
JOSHUA D. WEINBERG
RUGGERI PARKS WEINBERG LLP
1875 K Street, N.W.
Suite 600
Washington, DC 20006-1251
(202) 469-7750

JOEL MILLAR
WILMER CUTLER PICKERING HALE AND DORR LLP
2100 Pennsylvania Avenue NW
Washington, DC 20037
(202) 663-6167

PHILIP D. ANKER
Counsel of Record
WILMER CUTLER PICKERING HALE AND DORR LLP
7 World Trade Center
250 Greenwich Street
New York, NY 10007
(212) 230-8890
philip.anker@wilmerhale.com

Attorneys for Hartford Accident and Indemnity Company, First State Insurance Company, Twin City Fire Insurance Company, and Navigators Specialty Insurance Company

STEPHEN H. WARREN
O'MELVENY & MYERS LLP
400 South Hope Street
Los Angeles, CA 90071-2899
(213) 430-7875

TANCRED SCHIAVONI
NICOLE MOLNER
O'MELVENY & MYERS LLP
Seven Times Square
New York, NY 10036
(212) 326-2267

JONATHAN D. HACKER
O'MELVENY & MYERS LLP
1625 Eye Street, N.W.
Washington, DC 20006
(202) 383-3000

Counsel for Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America and Indemnity Insurance Company of North America; Attorneys for other Respondent Settling Insurers listed on next page

Additional Counsel on Inside Cover

ANDREW T. FRANKEL
DAVID ELBAUM
SIMPSON THACHER & BARTLETT LLP
425 Lexington Avenue
New York, NY 10017
(212) 455-2000

Counsel for Federal Insurance Company and Westchester Fire Insurance Company

HARRY LEE
JOHN O'CONNOR
STEPTOE & JOHNSON LLP
1330 Connecticut Avenue NW
Washington, DC 20036
(202) 429-8078

Attorneys for Clarendon National Insurance Company, as successor in interest by merger to Clarendon America Insurance Company; River Thames Insurance Company Limited (as successor in interest to Unionamerica Insurance Company Limited, on its own behalf and in turn as successor to St. Katherine Insurance Company Limited); and Zurich American Insurance Company, as successor to Maryland Casualty Company, Zurich Insurance Company, and Maryland American General Insurance Company

MARK D. PLEVIN
CROWELL & MORING LLP
Three Embarcadero Center, 26th Floor
San Francisco, CA 94111
(415) 986-2800

Attorneys for American Zurich Insurance Company, American Guarantee Insurance Company, and Steadfast Insurance Company

CORPORATE DISCLOSURE STATEMENT

Pursuant to Supreme Court Rule 29.6, the Respondent Settling Insurance Companies, by their undersigned counsel, state as follows:

The Respondents collectively referred to as "Hartford" in this *Response of the Respondent Settling Insurers to the Application for a Stay by the Dumas & Vaughn and Lujan Claimants* are Hartford Accident and Indemnity Company, First State Insurance Company, Twin City Fire Insurance Company, and Navigators Specialty Insurance Company. The corporate disclosure statements for the Hartford Respondents are as follows:

Hartford Accident and Indemnity Company. Hartford Accident and Indemnity Company, a Connecticut corporation, is wholly owned by Hartford Fire Insurance Company, a Connecticut corporation. Hartford Fire Insurance Company is a wholly owned subsidiary of The Hartford Financial Services Group, Inc., a Delaware corporation. The Hartford Financial Services Group, Inc. is a publicly traded corporation that has no parent corporation. To the best of our knowledge, no publicly held corporation currently owns 10% or more of its common stock.

First State Insurance Company. First State Insurance Company, a Connecticut corporation, is wholly owned by Heritage Holdings, Inc., a Connecticut corporation. Heritage Holdings, Inc. is a wholly owned company of The Hartford Financial Services Group, Inc., a Delaware corporation. The Hartford Financial Services Group, Inc. is a publicly traded corporation that has

no parent corporation. To the best of our knowledge, no publicly held corporation currently owns 10% or more of its common stock.

Twin City Fire Insurance Company. Twin City Fire Insurance Company, an Indiana corporation, is wholly owned by Hartford Fire Insurance Company, a Connecticut corporation. Hartford Fire Insurance Company is a wholly owned subsidiary of The Hartford Financial Services Group, Inc., a Delaware corporation. The Hartford Financial Services Group, Inc. is a publicly traded corporation that has no parent corporation. To the best of our knowledge, no publicly held corporation currently owns 10% or more of its common stock.

Navigators Specialty Insurance Company. Navigators Specialty Insurance Company, a New York corporation, is wholly owned by Navigators Insurance Company, also a New York corporation. Navigators Insurance Company is wholly owned by The Navigators Group, Inc., a Delaware Corporation. The Navigators Group, Inc. is a wholly owned subsidiary of The Hartford Financial Services Group, Inc., a Delaware corporation. The Hartford Financial Services Group, Inc. is a publicly traded corporation that has no parent corporation. To the best of our knowledge, no publicly held corporation currently owns 10% or more of its common stock.

The Respondents collectively referred to as "Century" in this *Response of the Respondent Settling Insurers to the Application for a Stay by the Dumas & Vaughn and Lujan Claimants* are Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America and Indemnity Insurance Company of North America; Federal Insurance Company; and Westchester

Fire Insurance Company. The corporate disclosure statements for the Century Respondents are as follows:

Century Indemnity Company. Century Indemnity Company is a wholly-owned subsidiary of Brandywine Holdings Corporation. Brandywine Holdings Corporation is a wholly-owned subsidiary of INA Financial Corporation, which is a wholly-owned subsidiary of INA Corporation. INA Corporation is a wholly-owned subsidiary of Chubb INA Holdings Inc., which is a wholly-owned subsidiary of Chubb Group Holdings Inc. Chubb Group Holdings Inc. is a wholly-owned subsidiary of Chubb Limited. Chubb Limited is a publicly held corporation, the shares of which are traded on the New York Stock Exchange.

Federal Insurance Company. Federal Insurance Company is a wholly-owned subsidiary of Chubb INA Holdings Inc. Chubb INA Holdings Inc. is a wholly-owned subsidiary of Chubb Group Holdings Inc., which is a wholly-owned subsidiary of Chubb Limited. Chubb Limited is a publicly held corporation, the shares of which are traded on the New York Stock Exchange.

Westchester Fire Insurance Company. Westchester Fire Insurance Company is a wholly-owned subsidiary of Chubb US Holdings Inc. Chubb US Holdings Inc. is a wholly-owned subsidiary of Chubb Group Holdings Inc., which is a wholly-owned subsidiary of Chubb Limited. Chubb Limited is a publicly held corporation, the shares of which are traded on the New York Stock Exchange.

The Respondents collectively referred to as "Clarendon" in this *Response of the Respondent Settling Insurers to the Application for a Stay by the Dumas & Vaughn and Lujan Claimants* are Clarendon National Insurance Company, River Thames

Insurance Company Ltd., and Zurich American Insurance Company. The corporate disclosure statements for the Clarendon Respondents are as follows:

Clarendon National Insurance Company. Clarendon National Insurance Company is a wholly owned subsidiary of Enstar Holdings (US) LLC. Enstar Holdings (US) LLC is a wholly owned subsidiary of Enstar USA, Inc., which is a wholly owned subsidiary of Enstar (US Asia-Pac) Holdings, Ltd. Enstar (US Asia-Pac) Holdings, Ltd. is a wholly owned subsidiary of Kenmare Holdings Ltd., which is a wholly owned subsidiary of Enstar Group Ltd., the shares of which are publicly traded on the NASDAQ exchange.

River Thames Insurance Company Ltd. River Thames Insurance Company Ltd. is a wholly owned subsidiary of Kenmare Holdings Ltd., which is a wholly owned subsidiary of Enstar Group Ltd., the shares of which are publicly traded on the NASDAQ exchange.

Zurich American Insurance Company. Zurich American Insurance Company ("ZAIC") is the successor in interest to Zurich Insurance Company, U.S. Branch, and Maryland Insurance Company, formerly known as Maryland American General Insurance Company. ZAIC is a wholly owned subsidiary of Zurich Holding Company of America, Inc., a Delaware corporation. Zurich Holding Company of America, Inc. is wholly owned by Zurich Insurance Company Ltd, a Swiss corporation. Zurich Insurance Company Ltd is directly owned by Zurich Insurance Group Ltd, a Swiss corporation. Zurich Insurance Group Ltd is the only publicly traded parent company, with a listing on the Swiss stock exchange, and a further trading of American Depositary Receipts.

The Respondents collectively referred to as "Zurich" in this *Response of the Respondent Settling Insurers to the Application for a Stay by the Dumas & Vaughn and Lujan Claimants* are American Guarantee and Liability Insurance Company, American Zurich Insurance Company, and Steadfast Insurance Company. The corporate disclosure statements for the Zurich Respondents are as follows:

American Guarantee and Liability Insurance Company. American Guarantee and Liability Insurance Company is a wholly owned subsidiary of Zurich American Insurance Company, a New York corporation. Zurich American Insurance Company is a wholly owned subsidiary of Zurich Holding Company of America, Inc., a Delaware corporation. Zurich Holding Company of America, Inc. is wholly owned by Zurich Insurance Company Ltd, a Swiss corporation. Zurich Insurance Company Ltd is directly owned by Zurich Insurance Group Ltd, a Swiss corporation. Zurich Insurance Group Ltd is the only publicly traded parent company, with a listing on the Swiss stock exchange, and a further trading of American Depositary Receipts.

American Zurich Insurance Company. American Zurich Insurance Company is a wholly owned subsidiary of Steadfast Insurance Company, an Illinois corporation. Steadfast Insurance Company is a wholly owned subsidiary of Zurich American Insurance Company, a New York corporation. Zurich American Insurance Company is a wholly owned subsidiary of Zurich Holding Company of America, Inc., a Delaware corporation. Zurich Holding Company of America, Inc. is wholly owned by Zurich Insurance Company Ltd, a Swiss corporation. Zurich Insurance Company Ltd is directly owned by Zurich

Insurance Group Ltd, a Swiss corporation. Zurich Insurance Group Ltd is the only publicly traded parent company, with a listing on the Swiss stock exchange, and a further trading of American Depositary Receipts.

Steadfast Insurance Company. Steadfast Insurance Company (hereinafter "Steadfast") is a wholly owned subsidiary of Zurich American Insurance Company, a New York corporation. Zurich American Insurance Company is a wholly owned subsidiary of Zurich Holding Company of America, Inc., a Delaware corporation. Zurich Holding Company of America, Inc. is wholly owned by Zurich Insurance Company Ltd, a Swiss corporation. Zurich Insurance Company Ltd is directly owned by Zurich Insurance Group Ltd, a Swiss corporation. Zurich Insurance Group Ltd is the only publicly traded parent company, with a listing on the Swiss stock exchange, and a further trading of American Depositary Receipts.

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

DOCKETED CASES

STATUTES AND RULES

TO THE HONORABLE SAMUEL A. ALITO, JR., ASSOCIATE JUSTICE OF THE UNITED STATES SUPREME COURT AND CIRCUIT JUSTICE FOR THE UNITED STATES COURT OF APPEALS OF THE THIRD CIRCUIT:

Hartford, Century, Zurich, and Clarendon (the "Settling Insurers")[1] respectfully oppose the Application for a Stay by the Lujan Claimants and the Dumas & Vaughn Claimants (collectively, the "Claimants").

The Settling Insurers are insurance companies that entered into settlement agreements with the Boy Scouts of America ("BSA") in BSA's bankruptcy proceedings. Those settlements, incorporated into BSA's Chapter 11 plan of reorganization (the "Plan"), provided for the sale back to the Settling Insurers of the insurance policies they had issued allegedly covering abuse claims, pursuant to section 363(f) of the Bankruptcy Code, as well as associated releases. In turn, the settlements and sales provided for the Settling Insurers' contribution of more than $1.6 billion to the Settlement Trust established under the Plan to compensate individuals who were sexually abused through BSA's Scouting program. Those individuals overwhelmingly supported the settlements. *See* C.A.J.A.-A00565 (Bankr. Opinion), No. 23-1664 (3d Cir. July 24, 2023), ECF No. 62-1.

The dissenting Claimants who are moving for a stay consist of only 144 individuals (Stay Appl. 8), a distinct minority compared to the more than 82,000 claimants who filed sexual abuse claims in BSA's bankruptcy proceedings and who stand to benefit from the largest sexual abuse fund ever created in a bankruptcy proceeding. C.A.J.A.-A00643 (Bankr. Confirmation Opinion). They have appealed the

[1] The Corporate Disclosure Statement identifies the specific entities that are collectively defined herein as Hartford, Century, Zurich and Clarendon, respectfully.

bankruptcy and district court orders confirming the Plan and approving the insurance settlements and sales to the United States Court of Appeals for the Third Circuit, where the appeals and motions to dismiss the appeals remain pending. After unsuccessfully seeking a stay from both the district court and Third Circuit, the Claimants now apply to this Court for a stay of further implementation of BSA's Plan pending appeal, more than three months after the Third Circuit denied a stay. They and the amici law professors urge that any ongoing implementation of BSA's Plan, including the payments to the thousands of claimants who have waited years for recompense and who support the Plan, should be halted. Amici go even further, asking this Court to stay oral argument on the Claimants' appeals, which the Third Circuit has now tentatively set for April 9, 2024—relief that even the Claimants do not seek. Law Professors Br. 2. The Claimants and their amici base their stay requests exclusively on the pendency of *Harrington* v. *Purdue Pharma LP*, in which this Court granted a petition for a writ of certiorari to review the question "[w]hether the Bankruptcy Code authorizes a court to approve, as part of a plan of reorganization under Chapter 11 of the Bankruptcy Code, a release that extinguishes claims held by nondebtors against nondebtor third parties, without the claimants' consent." 144 S. Ct. 44 (2023) (mem.).

The Claimants' application for a stay should be denied. In addition to the points that BSA has made in its response, this case is fundamentally different from *Purdue Pharma* for at least four reasons, all of which counsel against a stay.

1. Contrary to the Claimants' contention, the BSA case does not "present[] the exact same issue as *Purdue Pharma*." Stay Appl. 15. As the Claimants acknowledge (Stay Appl. 7), the bankruptcy court found that the BSA Plan will likely

pay all abuse claims in full. That was not remotely true in *Purdue*, where the plan would pay opioid claimants only a fraction of what they were owed but would nonetheless bar the claimants from suing other allegedly responsible parties to recover the remaining amounts owed to them. The Claimants dispute that the BSA Plan will, in fact, pay their claims in full. But the Claimants have raised that dispute in the Third Circuit, and the court of appeals can review whether the bankruptcy court's findings were clearly erroneous. There is no reason to grant a stay on account of this purely factual issue or on account of the Claimants' assertion (Stay Appl. 19-20) that the legal system must continue to let them sue for damages even if they are otherwise made whole.

2. Another key distinction from *Purdue* is that the nondebtor releases in the BSA case principally protect legal entities, such as the Settling Insurers, whose liabilities could be discharged if they filed their own bankruptcies (whereas claims against individual perpetrators of abuse are not released under the Plan). That was not true in *Purdue*, where the nondebtor releases mostly protected individual members of the Sackler family from opioid-related claims for fraud and willful misconduct, which the Sacklers may not have been able to discharge even if they had filed their own bankruptcies. *See* 11 U.S.C. § 523(a)(2), (4), (6) (providing that a bankruptcy discharge in cases filed by individual debtors does not discharge debts for fraud and willful and malicious injury); *cf. id.* § 1141(d) (providing no such exception to the discharge for such claims against legal entities that reorganize in Chapter 11). As the law professors' amici brief observes (at 5), a critical question in *Purdue* is whether the *Purdue* nondebtor releases were authorized by the Bankruptcy Code, which provides that a Chapter 11

plan of reorganization may "include any other appropriate provision not *inconsistent* with the applicable provisions of this title." 11 U.S.C. § 1123(a)(6) (emphasis added). The petitioner in *Purdue* argued (among other things) that the *Purdue* nondebtor releases were inconsistent with the Bankruptcy Code because they would release the Sacklers from claims that could not be discharged even if the Sacklers themselves filed for bankruptcy. Pet. Br. 26-27, *Harrington* v. *Purdue Pharma LP*, No. 23-124 (U.S. Sept. 20, 2023). Even if this Court agrees, that ruling should have little bearing on the very different releases approved in the BSA case. This, too, is a reason not to grant a stay.

3. A further key distinction from *Purdue* is that, in accordance with section 363(f) of the Bankruptcy Code, the BSA Plan approved by the Bankruptcy Court and District Court provided for the sale of insurance policies, which the Settling Insurers had issued to BSA and the Local Councils, back to the Settling Insurers, free and clear of any third-party interests in those policies. *See* 11 U.S.C. § 363(f). The proceeds from the sales provide the great majority of the funding for payment of creditor claims under the Plan. The *Purdue* plan, by contrast, did not involve any such sales.

The BSA case thus presents yet another critical feature not presented in *Purdue*, concerning whether the Claimants' appeals are statutorily moot under section 363(m) of the Bankruptcy Code. That provision provides that the "reversal or modification on appeal of an authorization … of a sale … of property does not affect the validity of [the] sale" to a good-faith purchaser, absent a stay pending appeal. 11 U.S.C. § 363(m). In the BSA case, the bankruptcy court approved the sale of the policies under section 363, the court found that the Settling Insurers were good-faith purchasers, and

the Claimants were denied a stay pending appeal. C.A.J.A.-A00709, A00804-A00805 (Bankr. Confirmation Order), No. 23-1664 (3d Cir. July 24, 2023), ECF No. 62-2. The insurance policies were subsequently sold back to the Settling Insurers when the BSA Plan went into effect in April 2023. The Settling Insurers and BSA have accordingly filed motions in the Third Circuit to dismiss the Claimants' appeals that challenge the sales (and the related nondebtor releases that were integral terms of those sales) on the grounds that section 363(m) prohibits the reversal of those sales (and related releases) on appeal. That issue is not before the Court in *Purdue*, and regardless how the Court rules in *Purdue* on the legality of nondebtor releases, that holding should not affect the free and clear sale of the insurance policies in the BSA case in accordance with section 363(m).

To be sure, the law professors' *amici curiae* brief disputes that statutory mootness applies to the BSA case, urging that the sales of the policies are not complete because the Settling Insurers paid some of the sale proceeds into escrow. Law Professors Br. 10, 22-24. Amici are wrong. The policies were sold back to the Settling Insurers when the BSA Plan went effective, as the BSA Plan Confirmation Order specifically provided. *See* C.A.J.A.-A00802 (Bankr. Confirmation Order) ("[T]he Abuse Insurance Policies shall be sold by the Debtors to the applicable Settling Insurance Companies … on the [Plan's] Effective Date."), No. 23-1664 (3d Cir. July 24, 2023), ECF No. 62-2; *accord id.* C.A.J.A.-A00975 (Plan). BSA and the claimant representatives who were parties to the insurance settlements have all so acknowledged. *See* C.A. Appellees' Mot. Dismiss Appeals as Moot 20-21, No. 23-1664, (3d Cir. Oct. 27, 2023), ECF No. 124-1. As a result, and in accordance with and in reliance on the Confirmation

Order, the Settling Insurers paid nearly $200 million directly to the claimant trust created under the Plan, almost a year ago in April 2023, with the remainder paid into escrow and subject to release or return upon the conclusion of proceedings, including the Third Circuit appeal. If anything, this factor strongly warrants against staying the appeal and further delaying final resolution of challenges to the BSA Plan. In any event, this issue involves the correct reading of the Plan and the Confirmation Order (and whether Claimants' failure to object to this feature of the Plan and the Confirmation Order below constitutes a waiver) and is surely not a reason for this Court to grant a stay.[2]

4. Finally, yet another critical difference between the BSA case and *Purdue* is that, as noted, the BSA Plan has gone into effect—and has already been implemented to a significant degree—whereas the plan in *Purdue* never went into effect at all. Indeed, as the Claimants' application and the amici brief highlight, precisely because the BSA Plan has already gone into effect, the BSA case raises questions of statutory and equitable mootness that are not presented in *Purdue*. The Third Circuit is considering those issues. While a motions panel denied the Claimants' motions for a stay, it referred the Settling Insurers' and BSA's motions to dismiss the Claimants' appeals on mootness grounds to the merits panel for determination. *See* Stay Appl.

---

[2] The amici law professors' reliance on *MOAC Mall Holdings* v. *Transform Holdco LLC*, 598 U.S. 288 (2023), is also misplaced. *MOAC Mall* merely held that section 363(m) is not jurisdictional and that a court may therefore consider whether a party has waived the protections of that section. That question has no relevance here. No one contends that the Settling Insurers or BSA waived their right to invoke section 363(m).

App. 4a-6a, 7a-9a (C.A. Orders dated December 14 and November 2, 2023, respectively). The mootness issues are not before this Court in *Purdue*, and there is no reason to delay the Third Circuit's consideration of those questions in the appeals pending before it. Whichever way the Third Circuit resolves the motions to dismiss, any disappointed parties can, if they believe it warranted, seek review of that decision in this Court, which will then have the benefit of the Third Circuit's considered judgment based on the record before it.

In short, regardless how the Court resolves *Purdue*, there is no reason to grant a stay of the ongoing implementation of the BSA Plan or the Claimants' appeals currently pending in the Third Circuit below. The application for a stay should be denied.

Respectfully submitted.

Philip D. Anker

PHILIP D. ANKER
Counsel of Record
WILMER CUTLER PICKERING
HALE AND DORR LLP
7 World Trade Center
250 Greenwich Street
New York, NY 10007
(212) 230-8890
philip.anker@wilmerhale.com

JOEL MILLAR
WILMER CUTLER PICKERING
HALE AND DORR LLP
2100 Pennsylvania Avenue NW
Washington, DC 20037
(202) 663-6167

JAMES P. RUGGERI
JOSHUA D. WEINBERG
RUGGERI PARKS WEINBERG LLP
1875 K Street, N.W., Suite 600
Washington, DC 20006-1251
(202) 469-7750

Attorneys for Hartford Accident and Indemnity Company, First State Insurance Company, Twin City Fire Insurance Company, and Navigators Specialty Insurance Company

JONATHAN D. HACKER
O'MELVENY & MYERS LLP
1625 Eye Street, N.W.
Washington, DC 20006
(202) 383-3000

TANCRED SCHIAVONI
NICOLE MOLNER
O'MELVENY & MYERS LLP
Seven Times Square
New York, NY 10036
(212) 326-2267

STEPHEN H. WARREN
O'MELVENY & MYERS LLP
400 South Hope Street
Los Angeles, CA 90071-2899
(213) 430-7875

Counsel for Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America and Indemnity Insurance Company of North America

ANDREW T. FRANKEL
DAVID ELBAUM
SIMPSON THACHER & BARTLETT LLP
425 Lexington Avenue
New York, NY 10017
(212) 455-2000

Counsel for Federal Insurance Company and Westchester Fire Insurance Company

Mark D. PLEVIN
CROWELL & MORING LLP
Three Embarcadero Center, 26th Floor
San Francisco, CA 94111
(415) 986-2800

Attorneys for American Zurich Insurance Company, American Guarantee Insurance Company, and Steadfast Insurance Company

HARRY LEE
JOHN O'CONNOR
STEPTOE & JOHNSON LLP
1330 Connecticut Avenue NW
Washington, DC 20036
(202) 429-8078

Attorneys for Clarendon National Insurance Company, as successor in interest by merger to Clarendon America Insurance Company; River Thames Insurance Company Limited (as successor in interest to Unionamerica Insurance Company Limited, on its own behalf and in turn as successor to St. Katherine Insurance Company Limited); and Zurich American Insurance Company, as successor to Maryland Casualty Company, Zurich Insurance Company, and Maryland American General Insurance Company

FEBRUARY 2024