No. 24-884

IN THE

Supreme Court of the United States

LEXINGTON INSURANCE COMPANY, ET AL.,
Petitioners,

v.

SUQUAMISH TRIBE, ET AL.,
Respondents.

On Petition for a Writ of Certiorari to
the United States Court of Appeals
for the Ninth Circuit

BRIEF OF AMICUS CURIAE AMERICAN PROPERTY CASUALTY INSURANCE ASSOCIATION IN SUPPORT OF PETITIONERS

Laura A. Foggan
Counsel of Record
CROWELL & MORING LLP
1001 Pennsylvania Ave., NW
Washington, DC 20004
(202) 624-2774
lfoggan@crowell.com

Counsel for the American Property Casualty Insurance Association

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page(s)

Cases

Statutes

INTEREST OF AMICUS CURIAE

APCIA is the primary national trade association for home, automobile, and business insurers. With a legacy dating back 150 years, APCIA promotes and protects the viability of private competition to benefit consumers and insurers. APCIA's member companies represent 67 percent of the U.S. property-casualty insurance market, including 75 percent of all commercial lines. On issues of importance to the insurance industry and marketplace, APCIA advocates sound and progressive public policies on behalf of its members in legislative and regulatory forums at the federal and state levels and submits *amicus curiae* briefs in significant cases before federal and state courts. [1]

In this case, the Court is asked to decide whether an insurance company that has no presence on tribal property and has never set foot on tribal property is subject to the jurisdiction of more than 600 tribal courts nationwide based on its issuance of an insurance policy off the reservation. The insurer's underwriting and issuance of that policy was based on predictable risks rooted in the framework of extensive state regulation and well-defined state common law, *not* the risk of being haled into the hundreds of tribal courts across the country. Correction of the Ninth Circuit's decision below is needed not only to resolve tribal jurisdiction questions on which the circuits are

---

[1] No part of this brief was authored in whole or in part by counsel for any party, and no person or entity has made any monetary contribution to the preparation or submission of this brief other than *amicus curiae* and its counsel. Amicus provided notice to all parties of its intent to file an amicus brief in accordance with Supreme Court Rule 37.2.

divided, but to protect well-established state regulation of insurers and the viability of an insurance marketplace for tribal nations and their members.

This issue is vital to APCIA. The Ninth Circuit's unprecedented expansion of tribal court jurisdiction to a nonmember insurer who does business with a tribe or tribal member off the reservation destroys insurers' contract expectations and subjects insurers to the threat of lawsuits in tribal courts, where they may face unfamiliar tribal law and customs rather than the application of state law and protections of federal and state courts on which their insurance agreements were based.

SUMMARY OF ARGUMENT

Petitioners issued insurance policies through two nonmember, off-reservation insurance intermediaries to the Suquamish Tribe through an insurance program premised on the long-standing framework of state insurance regulation and state common law. These policies, issued by nonmembers who conducted no activity at all on the Tribe's land, were registered under the insurance code of the state of Washington. The states have regulated insurance since the country's inception, a role cemented by Congress' enactment of the McCarran-Ferguson Act in 1945. Insurers expect that coverage disputes will be litigated in state or federal court, based on the applicable substantive state law interpreting their contracts. This framework is the foundation of insurance underwriting decisions.

By expanding tribal jurisdiction to an insurance contract dispute where the insurer had no presence

on tribal land, the Ninth Circuit upended the underwriting decisions for the policies in dispute and introduced enormous uncertainty into the underwriting process for insurance for all tribal businesses and individuals. At a time when many tribes are experiencing rapid growth in commercial activities – for instance, the Suquamish Tribe operates a host of businesses including a museum, a seafood company, a casino, a hotel, and several gas stations – increasing uncertainty in the insurance mechanism will have unintended, adverse consequences for insurers, policyholders, and the tribal insurance market.

This Court's intervention is necessary to maintain the consistent and predictable framework on which insurance companies underwrite risk and to affirm the boundaries of tribal jurisdiction over nonmembers who sell goods or services to tribes or tribal members off the reservation.

ARGUMENT

I. PERMITTING TRIBAL JURISDICTION OVER NONMEMBER INSURERS WHO WERE NEVER PHYSICALLY PRESENT ON THE RESERVATION FLOUTS SETTLED LAW AND EXPECTATIONS.

This Court has long held that tribal jurisdiction does not extend past the boundaries of the reservation. *See Nevada v. Hicks*, 533 U.S. 353, 392 (2001) ("[T]ribes retain sovereign interests in activities that occur on land owned and controlled by the tribe[.]") (O'Connor, J., concurring in part and concurring in judgment). And the inherent sovereign powers of an Indian tribe do not extend to the

activities of nonmembers, subject to two narrow exceptions set out in *Montana v. United States*, 450 U.S. 544 (1981). These are: (1) a tribe may regulate the activities of nonmembers who enter consensual relationships with the tribe or its members through which they subject themselves to tribal jurisdiction; and (2) a tribe may exercise civil authority over the conduct of non-Indians within its reservation when that conduct directly affects the tribe's political integrity, economic security, or health and welfare. *Id*. at 565-66.

The court below ignored these long-established limitations on tribal jurisdiction, subjecting the insurers here to tribal courts even though they were never physically present on the reservation, did not expressly or impliedly consent to tribal jurisdiction and never engaged in conduct threatening the tribe's political integrity, economic security, or health and welfare.

A. The Court Should Review Whether Off-Reservation Conduct of Nonmember Insurers Supports Tribal Jurisdiction.

The Ninth Circuit acknowledged that "tribal jurisdiction is 'cabined by geography': a tribe's jurisdiction cannot extend past the boundaries of the reservation," citing *Philip Morris USA, Inc. v. King Mountain Tobacco Co.*, 569 F.3d 932, 938 (9th Cir. 2009), and that "[t]his is, indeed, a prerequisite to tribal jurisdiction." Pet. App. 11a-12a. It also admitted that "all relevant conduct occurred off the Reservation—and neither Lexington nor its employees were ever physically present there[.]" *Id.* at 15a-16a.

Abandoning any requirement of physical presence, the Ninth Circuit then held that "tribal regulatory authority is proper when a nonmember's conduct relates to tribal lands." *Pet. App.* 14a. It likened an insurance contract to the circumstance where a nonmember company's employees entered tribal lands to extract oil and gas from tribal land. *See id.* (stating that *Merrion v. Jicarilla Apache Tribe*, 455 U.S. 130, 135-36, 144 (1982), allowed the exercise of tribal jurisdiction because the parties' commercial relationship centered on tribally owned resources on tribal land). *Id.*

The geographical limit of tribal jurisdiction is not expansively tied to a "relationship to tribal lands." In *Merrion*, there was actual physical presence on the reservation, as the Ninth Circuit acknowledged has been the case in every case in which it found tribal jurisdiction – until now. There is also a fundamentally different "relationship to tribal lands" in going onto the reservation to extract tribal owned resources from tribal land and going off-reservation to contract with a nonmember for financial services such as insurance.[2]

The Ninth Circuit's unbounded test of a "relationship to tribal lands" would dramatically expand tribal jurisdiction and "swallow the rule" that

---

[2] Offering protection against property loss or damage does nothing that threatens the historical and ongoing relationship between tribes and the land they have traditionally occupied, and is unrelated to the land use, intrinsic value of land, ownership, property rights, possession, or sovereignty over tribal land.

tribes generally lack jurisdiction over nonmembers. *Atkinson Trading Co. v. Shirley*, 532 U.S. 645, 655 (2001); *Plains Com. Bank v. Long Family Land & Cattle Co.*, 554 U.S. 316, 330, 332 (2008). Beyond insurance, it would encompass other financial services such as loans secured by tribal property, and reach nonmember, off reservation conduct across the globe. If the requirement for nonmember "conduct occurring on tribal land" includes off-reservation conduct without ever physically stepping foot on tribal land, a fundamental limitation on the sovereign authority of Indian tribes has been swept away.

B. The Court Should Review Whether Issuing an Insurance Agreement Off-Reservation Reflects Consent to Tribal Jurisdiction.

Tribes do not generally possess authority over non-members who come within their borders. "[T]he inherent sovereign powers of an Indian tribe do not extend to the activities of nonmembers of the tribe." *Montana*, 450 U.S. at 565. Efforts by a tribe to regulate nonmembers are "presumptively invalid." *Atkinson*, 532 U.S. at 659. Even if there has been conduct on tribal land, the burden rests on the tribe to establish one of the exceptions to *Montana's* general rule that would allow an extension of tribal authority over the nonmember conduct.

The court below held "[t]he Tribal Court has subject-matter jurisdiction over this matter under the Tribe's sovereign authority over 'consensual relationships,' as recognized under *Montana's* first

exception." Pet. App. 6a.[3] Under that exception, tribal "laws and regulations may be fairly imposed on nonmembers only if the nonmember has consented, either expressly or by his actions." *Plains Com. Bank*, 554 U.S. at 337.

The Ninth Circuit agreed that there was no express consent to tribal jurisdiction through the insurance contract. Pet. App.. 22a, n.3. But it then suggested that under the circumstances here the non-member insurers should have reasonably anticipated that their participation in the insurance contract might trigger tribal authority. While the insurers may have known that tribes retain jurisdiction over nonmembers in some cases, those circumstances have not involved nonmember conduct off-reservation, and it has long been established that "trading with the Indians" is not enough to qualify as consent. By issuing insurance contracts off-reservation, the insurers did not anticipate the application of tribal authority. This is seen in the fact that the insurers registered the insurance contracts "under the insurance code of the state of Washington." C.A. E.R. 342, 739.[4]

The insurers naturally anticipated and understood that their contracts were governed by state law and subject to litigation in state and federal

---

[3] The Ninth Circuit did not address the second Montana exception or the right to exclude. *Id.* The Ninth Circuit did hold that the Montana exceptions govern "the scope of a tribe's 'general jurisdictional authority' over nonmember conduct, whether it be on tribal or non-tribal land." Pet. App. at 20.

[4] Excerpts of Record ("ER") in the Ninth Circuit (Dkt.15) at 342, 739.

courts where that state law would be applied. State-based regulation over the insurance system was established early in the nation's history. *Wilburn Boat Co. v. Fireman's Fund Ins. Co.*, 348 U.S. 310, 316 (1955) ("The control of all types of insurance companies and contracts has been primarily a state function since the States came into being."); *Great Lakes Ins. SE v. Raiders Retreat Realty Co.*, 601 U.S. 65, 73 (2024) ("States historically regulated insurance"). The Court's 1868 decision in *Paul v. Virginia*, 75 U.S. 168, 183 (1868) held that "[i]ssuing a policy of insurance is not a transaction of commerce," leaving the regulation of insurance to the states. When the Court overturned that ruling in *United States v. South-Eastern Underwriters Association*, 322 U.S. 533 (1944), holding that insurance is indeed a form of interstate commerce, Congress promptly responded by enacting the McCarran-Ferguson Act, 15 U.S.C. § 1011 *et seq*. The Act made clear that states would continue to regulate the business of insurance and affirmed that "the continued regulation and taxation by the several States of the business of insurance is in the public interest…." 15 U.S.C. § 1011.

Under the state-based insurance regulation system, state laws and regulations govern the organization and financial operation of insurance companies, the requirements and approval process for insurance policy rates and forms, and the standards for appropriate claims handling. Just as the state regulatory framework governs an insurer's pricing and contract wording, state law governs disputes arising under an insurance policy. Fundamentally a contract dispute, the typical insurance case turns on the interpretation of the contract language. Whether

the case is brought in state or federal court, the interpretation of the insurance policy is a matter of state law. *E.g.*, *Nat'l Union Fire Ins. Co. of Pittsburgh v. Terra Indus., Inc.*, 346 F.3d 1160, 1164 (8th Cir. 2003) ("State law governs the interpretation of insurance policies.").

This state-based system of insurance regulation is vital to maintaining stability and affordability in insurance markets. And it provides a critical backdrop for insurance underwriting. There is well-developed state common law articulating principles of insurance law. That well-defined body of law allows insurance underwriters to anticipate how particular policy provisions will be interpreted so they can assess their risk of issuing a particular policy and price the coverage accordingly. Insurance companies are familiar with how states interpret policy terms and handle key coverage issues. Underwriters factor key interpretation principles into their decisions on whether to issue a policy and, if so, at what price.

When the insurers here issued and registered these insurance contracts "under the insurance code of the state of Washington," C.A. E.R. 342, 739, they did not consent to or anticipate the application of tribal law and jurisdiction over their insurance agreements or themselves. Rather, consistent with decades of unbroken insurance law and practice, the insurers understood and relied on the application of applicable state law – here, the law of Washington and the litigation of disputes under that state law in state or federal courts.

II. EXTENDING TRIBAL JURISDICTION TO OFF-RESERVATION CONDUCT OF NON-MEMBER INSURERS WOULD UPEND THE EXISTING FRAMEWORK AND VIOLATE SOUND PUBLIC POLICY.

A. Tribal Court Jurisdiction Would Disrupt the Certainty State Law Provides.

Expanding tribal court jurisdiction to reach insurance disputes with non-member insurers would introduce significant uncertainty into the state-based insurance system. Unlike rulings from state courts, and federal courts applying state law, tribal court decisions may reflect unique tribal law principles based on customs and traditions that vary across tribes and are unknown to non-members.

The insurance policies here were issued and priced on assumptions about how the policy language would be interpreted, based on existing state law. The settled, core insurance principles underlying the states' insurance law provide predictability that is necessary to effective underwriting. The certainty and consistency provided by the states' recognition of fundamental, common principles of insurance law is illustrated by the coverage litigation spawned by the COVID-19 pandemic.

State and federal courts nationwide were nearly unanimous in interpreting the terms "physical loss or damage" in a first party property policy not to include the economic losses due to business shut-downs and slow-downs resulting from the pandemic. Nearly 900 courts nationwide agreed: COVID-19 related claims for business income losses do not meet the requirement for "direct physical loss of or physical

damage" to property under insurance policies such as those at issue. This includes nearly every U.S. Court of Appeal and the highest courts of at least fourteen states, including Washington.[5]

The certainty the application of longstanding state insurance law principles affords would be undercut if

---

[5] *See, e.g.*, *Legal Sea Foods, LLC v. Strathmore Ins. Co.*, 36 F.4th 29 (1st Cir. 2022); *10012 Holdings, Inc. v. Sentinel Ins. Co.*, 21 F.4th 216 (2d Cir. 2021); *Wilson v. USI Ins. Serv. LLC*, 57 F.4th 131 (3d Cir. 2023); *Uncork & Create LLC v. Cincinnati Ins. Co.*, 27 F.4th 926 (4th Cir. 2022); *Terry Black's Barbecue, LLC v. State Auto. Mut. Ins. Co.*, 22 F.4th 450 (5th Cir. 2022); *Santo's Italian Café LLC v. Acuity Ins. Co.*, 15 F.4th 398 (6th Cir. 2021); *Sandy Point Dental, P.C. v. Cincinnati Ins. Co.*, 20 F.4th 327 (7th Cir. 2021); *Oral Surgeons, P.C. v. Cincinnati Ins. Co.*, 2 F.4th 1141 (8th Cir. 2021); *Mudpie, Inc. v. Travelers Cas. Ins. Co. of Am.*, 15 F.4th 885 (9th Cir. 2021); *Goodwill Indus. of Cent. Okla., Inc. v. Phila. Indem. Ins. Co.*, 21 F.4th 704 (10th Cir. 2021); *Gilreath Fam. & Cosm. Dentistry, Inc. v. Cincinnati Ins. Co.*, No. 21-11046, 2021 WL 3870697 (11th Cir. Aug. 31, 2021); *Hartford Fire Ins. Co. v. Moda, LLC*, 288 A.3d 206 (Conn. 2023); *APX Operating Co. v. HDI Glob. Ins. Co.*, 285 A.3d 840 (Del. 2022); *Rose's 1, LLC v. Erie Ins. Exch.*, 290 A.3d 52 (D.C. 2023); *Wakonda Club v. Selective Ins. Co. of Am.*, 973 N.W.2d 545 (Iowa 2022); *Cajun Conti LLC v. Certain Underwriters at Lloyd's, London*, 359 So.3d 922 (La. 2023); *Tapestry, Inc. v. Factory Mut. Ins. Co.*, 286 A.3d 1044 (Md. 2022); *Verveine Corp. v. Strathmore Ins. Co.*, 184 N.E.3d 1266 (Mass. 2022); *Schleicher & Stebbins Hotels, LLC v. Starr Surplus Lines Ins. Co.*, 302 A.3d 67 (N.H. 2023); *Neuro-Commc'n Servs., Inc. v. Cincinnati Ins. Co.*, 219 N.E.3d 907 (Ohio 2022); *Cherokee Nation v. Lexington Ins. Co.*, 521 P.3d 1261 (Okla. 2022); *Sullivan Mgmt., LLC v. Fireman's Fund Ins. Co.*, 879 S.E.2d 742 (S.C. 2022); *Crescent Hotels & Resorts, LLC v. Zurich Am. Ins. Co.*, No. 211074, 2022 WL 1124493 (Va. Apr. 14, 2022); *Hill & Stout, PLLC v. Mut. of Enumclaw Ins. Co.*, 515 P.3d 525 (Wash. 2022) (en banc); *Colectivo Coffee Roasters, Inc. v. Soc'y Ins.*, 974 N.W.2d 442 (Wis. 2022). *But see N. State Deli, LLC v. Cincinnati Ins. Co.*, 908 S.E.2d 802 (N.C. 2024).

the insurers faced not the state or federal court forums anticipated when these policies were written and issued, but a Suquamish Tribal Court, or any of the other hundreds of tribal courts in the Ninth Circuit or across the country, that could interpret the policy language based on completely different standards derived from tribal laws and customs and that would not afford insurers the constitutional and due process protections they relied on in issuing these insurance policies.

B. Uncertainty Would Adversely Affect Insurers, Policyholders, and the Tribal Insurance Marketplace.

Insurance involves an agreement by the insurer to protect the policyholder against a specified risk for a fee. Insurance can cover risks, even very large ones, that can be actuarially predicted over many policyholders. Certainty as to the assumptions underlying their assessments allows insurers to evaluate the risks they are insuring and underwrite coverage with confidence that liability costs will not be imposed on insurers who never agreed to bear a particular risk, and who never charged premiums based on it. That underwriting process is undercut by excessive uncertainty about the nature of the risk assumed, including the risk of unpredictable jurisdictional issues and applicable substantive law. No insurer could (or would) agree to cover a carefully defined risk if the parameters of that risk were subject to change after the fact.

The Court has observed that the insurance industry is particularly dependent on certainty and predictability in the law:

> [The business of insurance] depend[s] on the accumulation of large sums to cover contingencies. The amounts set aside are determined by a painstaking assessment of the insurer's likely liability. Risks that the insurer foresees will be included in the calculation of liability, and the rates or contributions charged will reflect that calculation. The occurrence of major unforeseen contingencies, however, jeopardizes the insurer's solvency and, ultimately, the insureds' benefits. Drastic changes in the legal rules governing pension and insurance funds, like other unforeseen events, can have this effect.

City of L.A., Dep't of Water & Power v. Manhart, 435 U.S. 702, 721 (1978). The effective functioning of insurance markets depends on this certainty.

Uncertainty also hurts the public, as Judge Bumatay's Dissent on Petition for Rehearing understood:

> [T]he panel ignored the harm that this decision will bring to Indian tribes within our circuit. Given the huge uncertainty and great expense associated with being haled into tribal courts and subject to uncertain tribal law, many nonmembers may abandon business with tribes and tribe members. ... In the case of insurance, premiums must now price in unpredictable tribal law. The inescapable consequence of the

> panel's opinion is higher prices for tribes, which are already among the most deprived socioeconomic groups.

Pet. App. 101a-102a (Bumatay, J., dissenting). Without predictability, the affordability and availability of insurance suffers.

Additionally, the diversity and sheer number of tribes whose tribal jurisdiction could apply to insurance agreements under the Ninth Circuit's ruling would add to the difficulties of predicting risk.[6] Within the Ninth Circuit alone, there are 435 tribes, and their tribal courts are unlike federal and state courts. They may be "subordinate to the political branches of tribal governments," may rely on unwritten law that is "unusually difficult for an outsider to sort out," and are not subject to constitutional limitations because tribes lie "outside the basic structure of the Constitution." Pet. App. 75a (Bumatay, J., dissenting) (quoting *Plains Com. Bank*, 554 U.S. at 337; other quotation marks and citations omitted). Nor can this problem be cured by a choice of law or forum-selection clause, as the Ninth Circuit suggested. *Lexington Ins. Co. v. Smith*, 94 F.4th 870, 887 (9th Cir. 2024), *petition for cert. filed*, No. 24-884 (U.S. Feb. 18, 2025). Tribal courts could refuse to enforce such clauses on public policy grounds and, in any event, choice of law or forum-selection clauses do not divest a court of jurisdiction. *E.g.*, *Atlantic Marine Constr. Co. v. U.S.*

---

[6] *See, e.g.*, *Lexington Ins. Co. v. Mueller*, No. 23-55144, 2024 WL 5001815 (9th Cir. Dec. 6, 2024) (upholding tribal jurisdiction of Cabazon Band of Cahuilla Indians, a federally recognized Native American tribe, over insurance dispute), *petition for cert. filed*, No. 24-906 (U.S. Feb. 24, 2025).

Dist. Court for the Western Dist. of Tex., 571 U.S. 49, 60-61 (2013); *Rabinowitz v. Kelman*, 75 F.4th 73, 79 (2d Cir. 2023).

C. This Case Presents Pressing Issues About Tribal Jurisdiction for Financial Service Providers and All Who Sell Goods or Services to Tribes or Their Members.

Commercial enterprises linked to tribal communities are rapidly growing.[7] As the Ninth Circuit noted, the Suquamish Tribe operates a host of businesses including a museum, a seafood company, a casino, a hotel, and several gas stations. Pet. App. 6a. Its insurance policies covered "almost $242 million worth of real property, $50 million worth of personal property, and $98 million of business interruption value[.]" *Id.* at 8a. It is only one of the "574 federally recognized American Indian tribes and Alaska Native Villages in the United States."[8]

---

[7] For instance, in 2012, American Indian and Alaska Native-owned businesses had $38.8 billion in sales. https://www.mbda.gov/interesting-native-american-business-facts (last visited Mar. 18, 2025). In 2021, Native American and Alaska Native-owned business sales totaled $66.9 billion. https://data.census.gov/table/ABSNESD2021.AB2100NESD01?q=ab2100. *See also* https://advocacy.sba.gov/wp-content/uploads/2024/11/Native-American-Infographic-Series-2024_Final.pdf (last visited Mar. 18, 2025). By 2022, sales grew to $78.5 billion. Kevin Abourezk, *Number of Native and Alaska Native-owned businesses slips by 2%* (Dec. 30, 2024), Alaska Beacon.

[8] *See* https://www.bia.gov/about-us#:~:text=There%20are%20574%20federally%20recognized,Villages%20in%20the%20United%20States (last visited Mar. 18, 2025).

The opinion below directly affects the tribal insurance market. A wide range of insurance products is needed to support growing tribal activities, including general liability, workers' compensation, cyber liability, commercial property, commercial auto insurance, liquor liability, equipment, product liability, professional liability, and business interruption.[9] Increasing uncertainty in underwriting coverage for tribal businesses and individuals would have the perverse effect of undermining the strength of these expanding economies.

And the impact of the decision below goes beyond insurance. Any other financial service provider — and any nonmember who does business with a tribe or tribal member off the reservation — now faces the possibility of being sued in a tribal court. The decision below creates increased legal uncertainty and complexity for businesses and individuals engaging in transactions with tribes. Eliminating the requirement of nonmember conduct occurring on tribal land for tribal jurisdiction would dramatically alter the law and expand tribal authority over nonmembers, as would dispensing with inquiry into whether tribal regulation under one of the *Montana* exceptions stems from the tribe's inherent sovereign authority to set conditions on entry, preserve tribal

---

[9] Many insurance policies include multiple types of coverage. For example, a business owners' policy might contain both property coverage and liability coverage. To the extent that the Ninth Circuit's ruling turns on the fact that the policies at issue insured "tribal property," it creates even greater uncertainty. Does tribal jurisdiction extend only to property policies, but not to liability policies? If the policy is a hybrid, is there jurisdiction for disputes involving one portion of the policy but not the other?

self-government or control internal relations. This case presents far-reaching and pressing questions about tribal jurisdiction that this Court should address.

CONCLUSION

The Court should grant certiorari. Clarity is needed not only to resolve the circuit splits, but to restore contract certainty and predictability for all providers of goods and services interacting with tribal businesses and individuals, including insurers.

Respectfully submitted,

Laura A. Foggan
Counsel of Record
CROWELL & MORING LLP
1001 Pennsylvania Ave., NW
Washington, DC 20004
(202) 624-2774
lfoggan@crowell.com

Counsel for the American Property Casualty Insurance Association