

IN THE SUPREME COURT OF THE UNITED STATES

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No. \_\_\_\_\_

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INDIAN HARBOR INSURANCE COMPANY; QBE SPECIALTY  
INSURANCE COMPANY; STEADFAST INSURANCE COMPANY;  
GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA;  
UNITED SPECIALTY INSURANCE COMPANY; LEXINGTON  
INSURANCE COMPANY; SAFETY SPECIALTY INSURANCE  
COMPANY; OLD REPUBLIC UNION INSURANCE COMPANY,

*Applicants,*

v.

ONE LAKESIDE PLAZA, L.L.C.,

*Respondent*

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**APPLICATION TO THE HON. SAMUEL A. ALITO FOR AN  
EXTENSION OF TIME TO FILE A PETITION FOR A WRIT OF  
CERTIORARI TO THE UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT**

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Raffi Melkonian

*Counsel of Record*

Thomas C. Wright

Eric B. Boettcher

Landon J. Francois

WRIGHT CLOSE BARGER & GUZMAN, LLP

One Riverway, Suite 2200

Houston, Texas 77056

## **RULE 29(6) CORPORATE DISCLOSURE STATEMENT**

**Indian Harbor Insurance Company.** Indian Harbor Insurance Company is a wholly-owned subsidiary of XL Specialty Insurance Company and a wholly-owned indirect subsidiary of XL Group Ltd, which is publicly traded on the New York Stock Exchange.

**QBE Specialty Insurance Company.** QBE Specialty Insurance Company is a wholly-owned subsidiary of QBE Holdings, Inc. and a wholly-owned indirect subsidiary of QBE Insurance Group Limited, which is publicly traded on the Australian Securities Exchange.

**Steadfast Insurance Company.** Steadfast Insurance Company is a wholly-owned subsidiary of Zurich American Insurance Company and a wholly-owned indirect subsidiary of Zurich Insurance Group Ltd.

**General Security Indemnity Company of Arizona.** General Security Indemnity Company of Arizona is organized under the laws of Arizona with its principal place of business in New York. It is a direct, wholly owned subsidiary of SCOR Reinsurance Company, which is, in turn, a direct, wholly owned subsidiary of SCOR US Corporation. SCOR US Corporation is a direct, wholly owned subsidiary of SCOR SE, a publicly traded company organized under the laws of France.

**United Specialty Insurance Company.** United Specialty Insurance Company is a wholly-owned subsidiary of State National Insurance Company, Inc.

**Lexington Insurance Company.** Lexington Insurance Company is a direct, wholly-owned (100%) subsidiary of AIG Property Casualty U.S., Inc., which is a wholly-owned (100%) subsidiary of AIG Property Casualty Inc., which is a wholly-owned (100%) subsidiary of American International Group, Inc., which is a publicly-held corporation. No public company has an interest of 10% or more in American International Group, Inc.

**Safety Specialty Insurance Company.** Safety Specialty Insurance Company is a wholly-owned subsidiary of Safety National Casualty Corporation and a wholly-owned indirect subsidiary of Tokio Marine Holdings, Inc.

**Old Republic Union Insurance Company.** Old Republic Union Insurance Company is a wholly-owned subsidiary of Old Republic International Corporation.

Pursuant to Supreme Court Rule 13(5), Applicants hereby move for an extension of time of 30 days, to and including June 10, 2026, for the filing of a petition for a writ of certiorari. Unless an extension is granted, the deadline for filing the petition for certiorari will be May 11, 2026.

In support of this request, Applicants state as follow:

1. The United States Court of Appeals for the Fifth Circuit rendered its decision in this case on January 7, 2026 (Exhibit 1). Subsequently, the Fifth Circuit denied Applicants' timely filed petition for rehearing en banc on February 9, 2026 (Exhibit 2). This Court has jurisdiction under 28 U.S.C. § 1254(1).

2. This case involves arbitrability pursuant to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958, 21 U.S.T. 2517, 1970 WL 104417 (the "New York Convention"). A case involving the same issues, *Indian Harbor Insurance Co., et. al. v. Town of Vinton, et. al.*, Docket No. 25A1099, may also soon be presented to this Court.

3. In March 2020, One Lakeside Plaza, L.L.C., ("Lakeside"), domestic insurance companies Indian Harbor Insurance Company; QBE Specialty Insurance Company; Steadfast Insurance Company; General

Security Indemnity Company of Arizona; United Specialty Insurance Company; Lexington Insurance Company; Safety Specialty Insurance Company; and Old Republic Union Insurance Company (collectively, the “Domestic Insurers”), and two foreign insurers—Certain Underwriters at Lloyd’s, London and HDI Global Specialty SE (the “Foreign Insurers,” and, collectively with the Domestic Insurers, the “Insurers”)—entered into a surplus lines<sup>1</sup> commercial property insurance policy (the “Policy”) under which the Insurers provided hurricane insurance for Lakeside’s Louisiana property. The Policy includes a broad arbitration provision governing all matters in difference between Lakeside and the Insurers.

4. In 2021, Lakeside, violating the Policy’s arbitration provision, sued the Insurers in Louisiana state court. Lakeside then proceeded to dismiss the Foreign Insurers with prejudice.

5. The Domestic Insurers removed the case and moved to compel arbitration and stay the district court proceedings. The Domestic Insurers sought to enforce the arbitration provision through the New

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<sup>1</sup> Surplus lines insurance is specialized insurance covering high-risk losses. See U.S. World & News Report, *Surplus Lines Insurance*, <https://www.usnews.com/insurance/glossary/surplus-lines-insurance> (last visited May 1, 2026).

York Convention, because Louisiana law prohibits arbitration provisions in insurance policies and thus reverse-preempts the Federal Arbitration Act under the McCarran-Ferguson Act, 15 U.S.C. § 1012(b). The district court held that the New York Convention did not apply because the Domestic Insurers were not parties to an arbitration agreement having a foreign citizen as a party, a prerequisite for the New York Convention's applicability. The district court also rejected the Domestic Insurers' alternative argument that equitable estoppel would still mandate arbitration.

6. In a single paragraph, the Fifth Circuit affirmed, adopting the holdings from a recently issued opinion. *One Lakeside Plaza, L.L.C. v. Indian Harbor Ins. Co.*, No. 24-30758, 2026 WL 50022, at \*1 (5th Cir. Jan. 7, 2026) (unpublished) (per curiam) (applying *Town of Vinton v. Indian Harbor Ins. Co.*, 161 F.4th 282 (5th Cir. 2025)).<sup>2</sup> In *Vinton*, the same Fifth Circuit panel affirmed a district court's conclusion that the New York Convention did not directly apply because there were no foreign parties to an arbitration agreement in the case. *Vinton*, 161 F.4th

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<sup>2</sup> Applicants here were also parties in *Vinton* and have likewise sought additional time to seek certiorari in that matter. See Docket No. 25A1099.

at 287. *Vinton* also held that Louisiana law—not federal common law—governs whether equitable estoppel may be used to enforce an arbitration agreement under the New York Convention. *Id.* at 287-88 (citing *Arthur Andersen LLP v. Carlisle*, 556 U.S. 624, 631 (2009)). Thus, *Vinton* applied Louisiana law to conclude that the Domestic Insurers could not use equitable estoppel to enforce the New York Convention.

7. *Vinton* was error and—by holding that state law governs equitable estoppel under the New York Convention—created a circuit split. *Arthur Andersen* involved *domestic* arbitration agreements governed by Chapter 1 of the FAA, where Congress expressly incorporated state contract law by providing that arbitration agreements are enforceable “save upon such grounds as exist at law or in equity for the revocation of a contract.” 9 U.S.C. § 2. That statutory language does not apply to the New York Convention, which is enforced “in accordance with” Chapter 2 of the FAA. 9 U.S.C. § 201. Treating *Arthur Andersen* as dispositive for New York Convention cases collapses a critical statutory distinction and undermines the uniformity across jurisdictions that the New York Convention requires so that the United States can honor its treaty obligations. *See* 1 Gary B. Born, *International Commercial*

*Arbitration* § 10.05[A], p. 1610 (3d ed. 2021) (“[T]he Court in *Arthur Andersen* did not address the application of the New York Convention . . . where the better view, generally adopted by U.S. lower courts, remains that federal common law should govern issues of alter ego, agency, estoppel and the like.”).

8. By erroneously extending *Arthur Andersen*, the Fifth Circuit became the first circuit court to hold that state contract law governs equitable estoppel under the New York Convention. *See Vinton*, 161 F.4th at 288. In contrast, the First, Second, Fourth, and Ninth Circuits have all held that federal common law applies to threshold issues of arbitrability in New York Convention cases. *See Setty v. Shrinivas Sugandhalaya LLP*, 3 F.4th 1166, 1168 (9th Cir. 2021) (because “the New York Convention and its implementing legislation emphasize the need for uniformity in the application of international arbitration agreements,” federal common law must apply to non-signatory equitable estoppel); *Aggarao v. MOL Ship Mgmt. Co.*, 675 F.3d 355, 373-75 (4th Cir. 2012) (applying federal common law equitable estoppel in affirming a district court’s order compelling arbitration under the Convention); *InterGen N.V. v. Grina*, 344 F.3d 134, 143, 145-46 (1st Cir. 2003)

(applying “uniform federal standards” to nonsignatory-enforcement questions); *Smith/Enron Cogeneration Ltd. P’Ship, Inc. v. Smith Cogeneration Int’l, Inc.*, 198 F.3d 88, 96 (2d Cir. 1999) (applying federal law to nonsignatory enforcement questions), abrogated on other grounds by *Granite Rock Co. v. Teamsters*, 561 U.S. 287 (2010). Relatedly, the Seventh Circuit has held where an arbitration agreement falls under the New York Convention but lacks a choice of law clause, it is governed by federal common law. See *Certain Underwriters at Lloyd’s London v. Argonaut Ins. Co.*, 500 F.3d 571, 579-81 (7th Cir. 2007).

9. Like *Vinton*, this case falls squarely within the question this Court intentionally left open in *GE Energy Power Conversion France SAS, Corp. v. Outokumpu Stainless USA, LLC*, 590 U.S. 432 (2020). There, this Court held “only that the New York Convention does not conflict with the enforcement of arbitration agreements by nonsignatories under domestic-law equitable estoppel doctrines.” *Id.* at 445. Moreover, *Outokumpu* expressly stated that it was not determining “which body of law governs” the application of domestic equitable estoppel, leaving the issue for the Eleventh Circuit to determine on remand. *Id.*; see *Jiangsu Beier Decoration Materials Co. v. Angle World*

*LLC*, 52 F.4th 554, 562 n.32 (3d Cir. 2022) (stating that *Outokumpu* Court “declined to determine which body of law courts should apply” to equitable estoppel under the New York Convention (quotation omitted)); 1 Born, *International Commercial Arbitration* § 10.05[A], p. 1610 n.492 (describing *Outokumpu* as “leaving open question of which body of law governs application of non-signatory theory” (quotation omitted)). This case and other progeny of *Vinton* present an opportunity to answer the question this Court intentionally left open in *Outokumpu* and definitively resolve the circuit split.

10. Given the numerous parties involved—and the ongoing efforts to coordinate multiple cases all traceable to the Fifth Circuit’s erroneous holdings in *Vinton*—Applicants respectfully request additional time in order to prepare and file a petition that will best present the issues in this case for the Court’s review. The additional time will also permit this Petition to be presented to the Court in conjunction with *Vinton* to allow efficient review by this Court. Counsel’s other obligations include:

- Case No. 25-30704; *MK Mall Holdings, LLC v. Underwriters at Lloyds of London, et al.*; in the United States Court of Appeals for the Fifth Circuit (appellant’s opening brief filed April 8, 2026);

- Case No. 13-26-00271-CV; *In re Lawrence Berry*; in the Court of Appeals for the Thirteenth District of Texas (relator's petition for writ of mandamus and emergency stay motion filed April 10, 2026);
- Case No. 25-30372; *Transportation Consultants, Inc. v. Certain Underwriters at Lloyd's, et al.*; in the United States Court of Appeals for the Fifth Circuit (appellant's opening brief filed April 16, 2026); and
- Case No. 25-20204; *Sullivan v. Feldman*; in the United States Court of Appeals for the Fifth Circuit (delivered oral argument on April 29, 2026).

11. The requested extension will permit Applicants' counsel to prepare an adequate petition which will best present the relevant issues for this Court's review. For the foregoing reasons, Applicants request an extension of time to and including June 10, 2026 for filing their petition.

Respectfully submitted,

*/s/ Raffi Melkonian*

Raffi Melkonian

*Counsel of Record*

Thomas C. Wright

Eric B. Boettcher

Landon J. Francois

WRIGHT CLOSE BARGER & GUZMAN, LLP

One Riverway, Suite 2200

Houston, Texas 77056

(713) 572-4321

melkonian@wcbglaw.com

wright@wcbglaw.com

boettcher@wcbglaw.com

francois@wcbglaw.com

***Counsel for Applicants***

May 1, 2026

# **EXHIBIT 1**

United States Court of Appeals  
for the Fifth Circuit

United States Court of Appeals  
Fifth Circuit

**FILED**

January 7, 2026

Lyle W. Cayce  
Clerk

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No. 24-30758

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ONE LAKESIDE PLAZA, L.L.C.,

*Plaintiff—Appellee,*

*versus*

INDIAN HARBOR INSURANCE COMPANY; QBE SPECIALTY  
INSURANCE COMPANY; STEADFAST INSURANCE COMPANY;  
GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA;  
UNITED SPECIALTY INSURANCE COMPANY; LEXINGTON  
INSURANCE COMPANY; SAFETY SPECIALTY INSURANCE  
COMPANY; OLD REPUBLIC UNION INSURANCE COMPANY,

*Defendants—Appellants.*

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Appeal from the United States District Court  
for the Western District of Louisiana  
USDC No. 2:21-CV-4050

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Before HAYNES, HO, and OLDHAM, *Circuit Judges.*

PER CURIAM:\*

A group of insurance companies seek to compel a private company to arbitrate a dispute surrounding a surplus line insurance policy covering

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\* This opinion is not designated for publication. *See* 5TH CIR. R. 47.5.

No. 24-30758

property in Louisiana. We recently affirmed the district court's application of Louisiana law to a similar contract. *Town of Vinton v. Indian Harbor Ins. Co.*, \_F.4th\_, 2025 WL 3513954, \*11 (5th Cir. Dec. 8, 2025). La. R.S. 22:868 expressly prohibits arbitration agreements for insurance contracts covering property located in the state. *Id.* at \*10. The private status of Appellee in this case presents no meaningful difference in the application of Louisiana law. Affirmed.

# **EXHIBIT 2**

United States Court of Appeals  
for the Fifth Circuit

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No. 24-30758

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United States Court of Appeals  
Fifth Circuit

**FILED**

February 9, 2026

Lyle W. Cayce  
Clerk

ONE LAKESIDE PLAZA, L.L.C.,

*Plaintiff—Appellee,*

*versus*

INDIAN HARBOR INSURANCE COMPANY; QBE SPECIALTY  
INSURANCE COMPANY; STEADFAST INSURANCE COMPANY;  
GENERAL SECURITY INDEMNITY COMPANY OF ARIZONA;  
UNITED SPECIALTY INSURANCE COMPANY; LEXINGTON  
INSURANCE COMPANY; SAFETY SPECIALTY INSURANCE  
COMPANY; OLD REPUBLIC UNION INSURANCE COMPANY,

*Defendants—Appellants.*

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Appeal from the United States District Court  
for the Western District of Louisiana  
USDC No. 2:21-CV-4050

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ON PETITION FOR REHEARING EN BANC

Before HAYNES, HO, and OLDHAM, *Circuit Judges.*

PER CURIAM:

Treating the petition for rehearing en banc as a petition for panel rehearing (5TH CIR. R.40 I.O.P.), the petition for panel rehearing is DENIED. Because no member of the panel or judge in regular active

service requested that the court be polled on rehearing en banc (FED. R. APP. P.40 and 5TH CIR. R.40), the petition for rehearing en banc is DENIED.

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JAMES C. HO, *Circuit Judge*, concurring in the denial of rehearing en banc:

The court is right to deny rehearing en banc and thus leave intact our unpublished panel decision in *One Lakeside Plaza, L.L.C. v. Indian Harbor Insurance Co.*, 2026 WL 50022 (5th Cir.).

After all, as counsel acknowledges, our panel decision in *One Lakeside* faithfully applied our controlling precedent in *Town of Vinton v. Indian Harbor Insurance Co.*, 161 F.4th 282 (5th Cir. 2025). In *Town of Vinton*, we rejected the same arguments, made by the same group of insurance defendants and counsel, as in *One Lakeside*.

And as counsel further acknowledges, we denied their rehearing en banc petition in *Town of Vinton* last month, without a single dissenting vote.

So why file another petition for rehearing en banc in *One Lakeside*?

Counsel claims that it was necessary “to exhaust their remedies,” citing 5th Cir. I.O.P. 35.1.

But that’s plainly wrong. The provision cited by counsel (recently renumbered 5th Cir. I.O.P. 40.1) says precisely the opposite of what counsel claims. As that provision has long made clear, it is “not necessary” to seek rehearing “as a prerequisite” to seeking cert. To the contrary, rehearing en banc is an “extraordinary procedure”—indeed, it’s “the most abused prerogative of appellate advocates in the Fifth Circuit.”

So it’s hard to understand counsel’s claim that they needed to file a rehearing en banc petition to “exhaust their remedies.”

No. 24-30758

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## **APPENDIX**

### **PETITION FOR REHEARING**

**... NECESSITY FOR FILING - IT IS NOT NECESSARY TO FILE A PETITION FOR REHEARING IN THE COURT OF APPEALS AS A PREREQUISITE TO FILING A PETITION FOR CERTIORARI IN THE SUPREME COURT OF THE UNITED STATES. . . .**

### **PETITION FOR REHEARING EN BANC**

**EXTRAORDINARY NATURE OF PETITIONS FOR REHEARING EN BANC - A PETITION FOR REHEARING EN BANC IS AN EXTRAORDINARY PROCEDURE . . . .**

**THE MOST ABUSED PREROGATIVE - PETITIONS FOR REHEARING EN BANC ARE THE MOST ABUSED PREROGATIVE OF APPELLATE ADVOCATES IN THE FIFTH CIRCUIT. FEWER THAN 1% OF THE CASES DECIDED BY THE COURT ON THE MERITS ARE REHEARD EN BANC; AND FREQUENTLY THOSE REHEARINGS GRANTED RESULT FROM A REQUEST FOR EN BANC RECONSIDERATION BY A JUDGE OF THE COURT RATHER THAN A PETITION BY THE PARTIES.**