IN THE SUPREME COURT OF THE UNITED STATES

No. 25A1218

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

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

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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 a further extension of 30 days, to and including July 9, 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 June 9, 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 to original application). Subsequently, the Fifth Circuit denied Applicants' timely filed petition for rehearing en banc on February 9, 2026 (Exhibit 2 to original application). This Court has jurisdiction under 28 U.S.C. § 1254(1).

2. On May 1, 2026, Applicants applied for an initial 30-day extension of time for the filing of a petition for a writ of certiorari.

3. On May 6, 2026, Justice Alito granted that application, extending the deadline to June 9, 2026.

4. As more fully described below, Counsel of Record Raffi Melkonian has been, and will remain through the current due date of the petition, occupied with substantial briefing obligations in a number of other appellate matters. These commitments have materially

constrained the time available to prepare a petition addressing the significant treaty and federal law questions presented here. In particular, together with co-counsel, Mr. Melkonian is engaged in final preparation for filing of the petition for writ of certiorari in a matter presenting the same circuit split, *Indian Harbor Insurance Co., et. al. v. Town of Vinton, et. al.*, Docket No. 25A1099, which will be filed on or before June 11, 2026.

5. Like *Town of Vinton*, this case involves a significant circuit split about an issue this Court has previously left open for resolution. As explained in the initial application, 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").

6. In March 2020, One Lakeside Plaza, L.L.C., ("Lakeside"), numerous Domestic Insurers, and two Foreign Insurers entered into a surplus lines 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.

7. 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.

8. 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 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.

9. 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)). 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 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.

10. The Fifth Circuit erred, and created a circuit split, 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.").

11. 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.

12. 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 to prepare and file a petition that will best present the issues for the Court's review. The additional time will also permit this Petition to be presented to the Court after the Petition in *Town of Vinton* is filed, allowing the Petition here to be held while the Court considers *Town of Vinton*.

- 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 reply brief due May 29, 2026);
- Case No. 03-25-00378-CV, *Capital Veterinary Specialists JAX, LLC, CVS Management Group, LLC et. al. v. Pathway Vet Alliance,*

LLC; in the Court of Appeals for the Third District of Texas (Cross-Appellants' Reply Brief due June 1, 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 reply brief due June 5, 2026); and
- Case No. 25A1099; *Indian Harbor Insurance Company, et al. v. Town of Vinton, et al.*; in the Supreme Court of the United States (petition for writ of certiorari due June 11, 2026).

13. In addition to the above factors, 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 July 10, 2026 for filing their petition.

Respectfully submitted,

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