IN THE SUPREME COURT OF THE UNITED STATES

No. 26A64

INTERSTATE FIRE & CASUALTY COMPANY; INDEPENDENT SPECIALTY INSURANCE COMPANY; VELOCITY RISK UNDERWRITERS L.L.C.; CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, SUBSCRIBING TO POLICY NO. VPC-CN-0002838-01, *improperly named* CERTAIN UNDERWRITERS AT LLOYDS, CONSORTIUM NO. 9226,

Applicants,

v.

CRESCENT CITY SURGICAL OPERATING COMPANY,

Respondent.

Application to Justice Samuel A. Alito, Jr., for a Further 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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CORPORATE DISCLOSURE STATEMENT

Pursuant to Sup. Ct. R. 29.6, Applicants disclose the following:

Interstate Fire and Casualty Company. Interstate Fire & Casualty Company is an Illinois corporation with its principal place of business in Chicago, Illinois. Interstate Fire & Casualty Company is a wholly owned subsidiary of Fireman's Fund Insurance Company. Fireman's Fund Insurance Company is a wholly owned subsidiary of Allianz Global Risks US Insurance Company ("AGR US"). Allianz of America, Inc. is the parent corporation for AGR US and owns eighty percent of its voting stock. The remaining twenty percent of the AGR US voting stock is owned by AGCS International Holding B.V. Each of Allianz of America, Inc. and AGCS International Holding B.V. are wholly owned indirect subsidiaries of Allianz SE, a publicly traded company. Thus, Allianz SE indirectly owns 10 percent or more of Interstate Fire & Casualty Company. Allianz SE is publicly traded on the Frankfurt Stock Exchange under the ticker symbol ALV.

Velocity Risk Underwriters, LLC. VRU is a series of RSG Specialty, LLC. RSG Specialty, LLC's parent company is Ryan Specialty, LLC, which is a subsidiary of Ryan Specialty Holdings, Inc. Ryan Specialty Holdings, Inc. is a publicly traded company under ticker symbol RYAN.

Certain Underwriters at Lloyd's, London (Consortium #9226). Certain Underwriters at Lloyd's, London (Consortium #9226) are composed of members subscribing through:

> **Syndicate 2357.** The sole member of Syndicate 2357 is Nephila 2357 Ltd. Nephila operates under Nephila Holdings Ltd., which is a wholly owned subsidiary of Markel Group Inc., which is a publicly traded corporation on the New York Stock Exchange. The stock ticker symbol is MKL.
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> **Syndicate 1458**. RenaissanceRe Corporate Capital (UK) Limited is the sole member of Syndicate 1458. The parent corporation of RenaissanceRe Corporate Capital (UK) Limited is Renaissance Reinsurance Ltd. The parent corporation of Renaissance Reinsurance Ltd. is RenRe Insurance Holdings Ltd. The parent company of RenRe Insurance Holdings Ltd. is RenaissanceRe Holdings Ltd., which is a publicly traded corporation on the New York Stock Exchange. The stock ticker symbol is RNR.

Independent Specialty Insurance Company. Independent Specialty Insurance Company (ISIC), a Delaware domestic company, wholly owned subsidiary of FMV Holding Company, changed its name to Velocity Specialty Insurance Company

(VSIC). FMV Holding Company is majority owned by FMIC Holdings, Inc. (FMIC Holdings), and FMIC Holdings is a wholly owned subsidiary of Factory Mutual Insurance Company (FMIC), a mutual company, which is not publicly held.

Pursuant to Sup. Ct. R. 13.5, Applicants respectfully request a further extension of thirty (30) days, to and including, September 20, 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 August 20, 2026.

In support of this request, Applicants state as follows:

1. The United States Court of Appeals for the Fifth Circuit rendered its decision on April 22, 2026. (Exhibit 1 to original application). This Court has jurisdiction under 28 U.S.C. § 1254(1).

2. On July 10, 2026, Applicants applied for an initial thirty (30) day extension of time.

3. On July 16, 2026, Justice Alito granted that application, extending the time to and including August 20, 2026.

4. Applicants require additional time due to the number of parties, the record's scope, and counsel's professional obligations. Accordingly, Applicants, and their Counsel of Record, Lori D. Barker, need this additional time to prepare a petition for a writ of certiorari to wholly address the issues presented in this case.

5. This case relates to arbitrability under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958, 21 U.S.T. 2517 (the "New York Convention").

6. On January 11, 2021, Crescent City Surgical Operating Company ("Crescent"), domestic insurance companies Interstate Fire & Casualty Company and Independent Specialty Insurance Company (collectively, the "Domestic Insurers"),

and Certain Underwriters at Lloyd's, London (the "Foreign Insurers"; and, collectively with the Domestic Insurers, the "Insurers"), entered into a surplus lines commercial insurance policy (the "Policy"). The Policy provided certain coverages to Crescent, subject to the terms and conditions contained therein. One condition of the Policy was a broad arbitration provision governing all matters in difference between Crescent and the Insurers in relation to the Policy. The Policy was managed by Velocity Risk Underwriters, LLC ("Velocity").

7. Claiming coverage under the Policy, Crescent reported a claim to the Insurers after Hurricane Ida.

8. In August 2022, Crescent violated the Policy and filed suit against the Insurers. The Insurers removed the lawsuit and moved to compel arbitration.

9. Crescent did not oppose the motion, thereby confirming its agreement to arbitrate its disputes with the Insurers, and the district court granted the motion on January 27, 2023.

10. Thereafter, the arbitration panel was selected, a scheduling order was issued, and final hearing was set for April 2025. Discovery and preliminary motions went forward before the panel. *Crescent City Surgical Operating Co. v. Interstate Fire & Cas. Co.,* No. 25-30044, 2026 WL 1091579, at *2 (5th Cir. Apr. 22, 2026). Less than four months before the start of trial and nearly two years after the district court ordered arbitration, Crescent asked the district court to return the parties to the starting line in a Motion to Reopen, Lift Stay, Reconsider/Set Aside Orders Granting Motion to Compel/Enforce Arbitration and to Stay Proceedings. Crescent argued that

Police Jury of Calcasieu Parish represented a change in the law. *Police Jury of Calcasieu Par. v. Indian Harbor Ins. Co.*, 395 So. 3d 717 (La. 2024), reh'g denied, 397 So. 3d 424 (La. 2024).

11. On January 17, 2025, the district court partially granted Crescent's motion and issued an order, lifting the arbitration stay as to the Domestic Insurers only, while maintaining the arbitration stay for the Foreign Insurers. In lifting the stay as to the Domestic Insurers, the district court found that due to separate contract language in the Policy, the requirements for compelling arbitration under the Convention were not met. Once the district court reached this foundational premise, it relied on Louisiana law as articulated in certified questions recently answered by the Louisiana Supreme Court in *Police Jury of Calcasieu Parish*. *Id.* Thus, the district court held that the Domestic Insurers could not enforce their arbitration provisions under the Convention and that equitable estoppel did not prevent Crescent from avoiding its agreement to arbitrate with the Insurers as a condition of the Policy.

12. In an unpublished opinion, the Fifth Circuit affirmed in part, and vacated in part, and remanded the matter to the district court with instructions. *Crescent,* 2026 WL 1091579, at *1. The panel found it was bound to follow a prior decision in *Town of Vinton* and thus agreed with the district court that the Convention applied to the contracts between Crescent and the Foreign Insurers, but not to the agreements between Crescent and the Domestic Insurers. *See Town of Vinton v. Indian Harbor Ins. Co.,* 161 F.4th 282, 287 (5th Cir. 2025). Similarly, the panel applied state law to affirm the district court's holding that equitable estoppel

did not prevent Crescent from avoiding its agreement to arbitrate with the Insurers as a condition of the Policy.

13. Finally, the panel found that the district court abused its discretion when it failed to stay litigation of the claims against Domestic Insurers while arbitration involving the Foreign Insurers was pending. The panel remanded the matter to the district court with instructions to stay further proceedings pending arbitration.

14. The Fifth Circuit erred by following the circuit split created by *Town of Vinton* and holding, pursuant to *Arthur Andersen LLP v. Carlisle*, 556 U.S. 624 (2009), that state law governs whether equitable estoppel may be used to enforce an arbitration agreement under the New York Convention. This reliance was misplaced because *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.

15. By erroneously extending *Arthur Andersen*, the Fifth Circuit has held that state contract law governs whether a party can use equitable estoppel to compel

arbitration under the New York Convention. *See Town of Vinton,* 161 F.4th at 287. 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. Int'l Bhd. of Teamsters,* 561 U.S. 287 (2010). And, 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).

16. This case falls squarely within a question that this Court intentionally left open in *GE Energy Power Conversion France SAS, Corp. v. Outokumpu Stainless USA, LLC*, 590 U.S. 432, 445 (2020). There, the 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*. Moreover, this Court 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*. This case now presents an opportunity for this Court to answer the question it intentionally left open in *Outokumpu* and definitively resolve the circuit split.

17. The case concerns whether, in matters arising under the New York Convention, federal common law or state law governs nonsignatory equitable estoppel, an issue addressed differently by multiple courts of appeals. In light of the extensive questions of federal law presented in this case, Applicants respectfully request additional time in order to prepare and file a petition that will best present the issues in this case for this Court's review. Applicants respectfully request a 30-day extension, to and including September 20, 2026,a to file the petition for a writ of certiorari.

For the foregoing reasons, Applicants request that a further extension of time, to and including September 20, 2026, be granted within which they may file a petition for a writ of certiorari.

Respectfully submitted,

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