SQUIRE PATTON BOGGS

Reinsurance Newsletter

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Recent Case Summaries

Sixth Circuit Vacates Arbitration Awards Based on *Ex Parte* Communications

Star Ins. Co. v. Nat'l Union Fire Ins. Co. of Pittsburgh, PA, Nos. 15-1403, 15-1490, 2016 U.S. App. LEXIS 15306 (6th Cir. Aug. 18, 2016) (Unpublished).

In a decision not recommended for full-text publication, the Sixth Circuit Court of Appeals reversed the district court's order confirming an interim final arbitration award and a final arbitration award because of *ex parte* communications between counsel for the reinsurer and the reinsurer's party-appointed arbitrator in violation of the arbitration panel's scheduling orders on *ex parte* communications. The decision to vacate the awards was grounded in Michigan law, which allows for the vacatur of an arbitration award if an arbitrator engaged in misconduct prejudicing a party's right.

At the organizational meeting, which was then followed up by two scheduling orders, the parties agreed to cease *ex parte* communications after the initial pre-hearing briefs were filed. As the circuit court pointed out, nothing in the scheduling orders addressed the issue of whether or when *ex parte* communications could resume. After an interim final award was issued on the merits (with damages-related issues held for additional submissions), the reinsurer's counsel and party-appointed arbitrator had, according to the court, three *ex parte* communications. Other issues arose also, as the court reported, concerning various interim orders and motion decisions being issued by a majority of the panel allegedly without input from the cedent's party-appointed arbitrator, who was out of the country.

In vacating the arbitration awards, the court focused on Michigan law, which both parties agreed applied. Note that the Federal Arbitration Act was not discussed by the circuit court. Under Michigan law, an arbitration award shall be vacated if there was misconduct prejudicing a party's rights by an arbitrator. Mich. Ct. R. 3.602(J)(2)(b). Michigan case law, according to the court, made it plain that the circuit court must vacate the awards because the *ex parte* contacts clearly violated the parties' scheduling orders. The case law as described by the court indicates that *ex parte* contact is not a categorical ground to vacate an arbitration award, but *ex parte* communications do void an award if the communications violate the parties' arbitration agreement.

The court rejected the reinsurer's argument, supported by the panel majority, that in the reinsurance industry it is recognized that *ex parte* communications may recommence after the panel issues a dispositive ruling. In doing so, the court pointed to Rule 15.5 of the ARIAS•U.S. Rules for the Resolution of U.S. Insurance and Reinsurance Disputes, which provides that *ex parte* communications cannot recommence until the panel issues its final award ("The prohibition on *ex parte* communications shall remain in effect until the Panel issues its final award."). The court also held that the prejudicial effect of the communications was irrelevant because the communications violated the scheduling orders and required that the court vacate the awards.

Massachusetts Federal Court Rejects Pre-Award Challenge to Arbitrator

John Hancock Life Ins. Co. U.S.A. v. Employers Reassurance Corp., No. 15-cv-13626, 2016 U.S. Dist. LEXIS 80592 (D. Mass. Jun. 21, 2016).

In a recent case, a Massachusetts federal court had an opportunity to address an objector's challenge to a party-appointed arbitrator as part of a pre-award petition to remove the arbitrator and enforce the arbitration agreement. That challenge failed.

In this case, the cedent sought to remove the reinsurer's arbitrator because the arbitrator had previously worked for the cedent's affiliate. The cedent interpreted the arbitration clause as precluding any arbitrators from having worked for the parties or their affiliates. The reinsurer took the position that the arbitrator ceased working for the company before it became affiliated with the cedent and that the two companies are no longer affiliated. Thus, there was a disagreement about corporate history of the cedent and its one-time affiliate and whether the prohibition in the qualifications section of the arbitration clause applied to individuals who had worked for entities that were once, but are no longer, affiliates.

In justifying its pre-award petition for removal of the reinsurer's arbitrator, the cedent argued that the prohibition on judicial intervention is limited to pre-award challenges for arbitrator bias and that there is an exception for pre-award judicial removal of an arbitrator based on the failure to meet the criteria specified in the arbitration clause. The court rejected this argument and distinguished the very few out-of-district cases that had reached that conclusion.

The court noted that, based on the express terms of the Federal Arbitration Act (FAA), "challenges to a party-appointed arbitrator, such as allegations of bias, are properly considered by courts only at the conclusion of the arbitration." The court found that both the Fifth Circuit and Second Circuit had rejected the cedent's exception argument and sided with those courts and "the multiple district courts that have rejected the argument that courts have jurisdiction to remove an arbitrator pre-award simply because the challenge to the arbitrator invokes a qualification set out in the arbitration agreement." The court stated that the FAA provides no express authorization for pre-award judicial intervention regardless of the grounds for removal and that Section 5 of the FAA specifically does not provide authority for judicial inquiry into a particular arbitrator's qualifications. The court also rejected the cedent's FAA policy argument, finding that the policy objectives of the FAA call for a close reading of the language of the FAA and the authority granted by the FAA to the courts.

In denying the relief and directing the parties to proceed to arbitration, the court noted that Section 5 requires the parties to follow the method provided for in the arbitration agreement for panel selection and where that process has been honored, the authority of the courts under Section 5 ends. At bottom, the court held that it did not have the authority under the FAA to remove the reinsurer's arbitrator prior to the conclusion of the arbitration.

Missouri State Appellate Court Affirms Denial of Motion to Compel Arbitration and Finds Reinsurance Contract to Be More Than Just a Reinsurance Contract

Leonberger v. Missouri United School Ins. Council, No. ED 103669, 2016 Mo. App. LEXIS 521 (E.D. Div. Four, May 24, 2016).

This case involved an education reciprocal risk retention group. The school district obtained insurance for its bus drivers from the cedent, a protected self-insurance program. The cedent entered into a facultative reinsurance agreement with the reciprocal risk retention group as reinsurer. The reinsurance agreement had a notice clause for any losses and gave the reinsurer the right to approval counsel in advance and other related claims activities. The reinsurance agreement also had an arbitration clause.

The dispute arose after a bus accident. Both criminal and civil cases arose from the accident. The criminal case resulted in the reinsurer denying coverage because of an exclusion for coverage of criminal acts. The reinsurer was fully involved in the defense of the civil case. After trial and a settlement, the driver sued for bad faith refusal to settle and bad faith failure to defend. The reinsurer was named as a defendant along with the cedent and the appellant sought to commence arbitration under the reinsurance agreement. The driver filed a motion to stay arbitration and the reinsurer moved to compel arbitration. The motion court granted the stay of arbitration and denied the motion to compel arbitration.

In affirming the motion court, the appellate court addressed whether Missouri anti-arbitration law applied to the reinsurance contract. The court found that the reinsurance contract was not a true reinsurance contract, but was more than a mere contract for indemnity and was made for the benefit of the cedent's policyholders as a contract of indemnity against liability. In other words, the court found that the reinsurance contract was drafted in a way that made the reinsurer liable to both the cedent and the original insured. The court stated that a reinsurance contract is purely a contract indemnifying against loss and no action will lie until the loss has been paid. Here, the reinsurance contract's following clauses and its provisions allowing the reinsurer to assert itself and control claims made it more. Because of these control provisions, the court found the contract to be an insurance contract and not just a reinsurance contract and was barred by the state's anti-arbitration law.

Nebraska Federal Court Denies Motion to Dismiss Lawsuit in Favor of Arbitration Provision in Reinsurance Agreement

Applied Underwriters, Inc. v. Top's Pers., Inc., No. 8:15-cv-902016, U.S. Dist. LEXIS 78568 (D. Neb. May 26, 2016).

A reinsurer and reinsured entered into a reinsurance agreement, which contained a provision requiring disputes relating to the reinsurance agreement to be arbitrated. The reinsured began to fall behind on its obligations under the reinsurance agreement, and executed a promissory note in favor of the reinsurer's affiliate. The reinsured subsequently began to fall behind on payments under the promissory note, and the reinsurer's affiliate (the holder of the promissory note) brought an action for breach of the note.

The reinsured moved to dismiss the lawsuit, arguing that it should be resolved in arbitration pursuant to the arbitration provision in the reinsurance agreement. In denying the motion, the court noted that the claim was based on the promissory note, which did not contain an arbitration provision. It further noted that courts cannot mandate that a party arbitrate a dispute when it has not agreed to do so.

The court rejected arguments that the arbitration provision from the reinsurance agreement applied to the dispute. The court held that the reinsurer did not bind its affiliate to the arbitration provision in the reinsurance agreement because of their relation as affiliate companies. Further, the court found that the promissory note did not incorporate the arbitration provision of the reinsurance agreement. To do so the promissory note would need to incorporate by reference the entire reinsurance agreement or expressly incorporate the arbitration provision, but the promissory note neither referenced the reinsurance agreement nor incorporated any of its terms.

Arizona Federal Court Grants Motion for Attorney Fees in Bringing Motion to Confirm Arbitration Award

Scottsdale Ins. Co. v. John Deere Ins. Co., No. CV-15-00671-PHX-PGR, 2016 U.S. Dist. LEXIS 96595 (D. Ariz. Jul. 22, 2016).

The parties arbitrated a dispute pursuant to an arbitration provision in their reinsurance agreement. The arbitration panel entered an award in favor of the reinsured, but it was for less than the amount the reinsured had requested. The reinsured brought an action to modify or correct the arbitration award by increasing it. In response, the reinsurer brought a motion to confirm the arbitration award. In a prior order, the court denied the reinsured's motion to modify the arbitration award, and granted the reinsurer's motion to confirm it.

The reinsurance agreement provided that the party seeking to confirm an arbitration award would be entitled to its attorney fees incurred in seeking confirmation. Accordingly, the court awarded attorney fees to the reinsurer.

In its application for attorney fees, however, the reinsurer failed to satisfy all of the requirements of the local rules, and the court found it appropriate to sanction the reinsurer by awarding attorney fees associated with the reinsurer's motion to confirm the arbitration award, but not awarding the reinsurer attorney fees associated with bringing the fees motion. The court did, however, find that the reinsurer was entitled to its fees associated with responding to the reinsured's motion to modify the arbitration award in addition to its fees associated with its own motion to confirm the award, because the provision in the reinsurance agreement was broad enough to encompass attorney fees for all services reasonably rendered in the defense of the arbitration award.

New York State Court Denies Both Cedent and Reinsurer's Summary Judgment Motions

Granite State Ins. Co. v. Clearwater Ins. Co., No. 653546/11, 2016 N.Y. Misc. LEXIS 2314 (Sup. Ct., N.Y. Co. Jun. 17, 2016).

In a wide-ranging decision, a New York state motion court denied motions for summary judgment made by both the cedent and reinsurer in a declaratory judgment action over reinsurance coverage for underlying asbestos claims under a facultative certificate. The reinsurer claimed that the cedent knew the losses would trigger the certificate and claimed that the cedent unreasonably delayed in informing the reinsurer of the losses. The reinsurer also claimed that it was substantially prejudiced by the late notice because it had entered into a commutation with its retrocessionaire.

The court had to deal with a choice-of-law issue and it held that, under the center of gravity test, California law would apply. Because California law permits a reinsurer to obtain constructive notice of a potential claim prior to formal notice, the court looked to the evidence supplied as part of the summary judgment motion, but found that it was insufficient to put the reinsurer on notice of likely exhaustion of the underlying policy as a matter of law. The court found that the cedent did not promptly put the reinsurer on notice and turned to whether there was actual and substantial prejudice as required under California law.

The prejudice argument centered on the reinsurer's commutation with its retrocessionaire. The court held that, under California law, "disadvantageous commutation" is not actual and substantial prejudice. Thus, even though the court found that the cedent failed to give timely notice, the reinsurer failed to allege actual and substantial prejudice that would allow it to avoid its obligations.

The reinsurer argued that other breaches, including the failure to actually pay the underlying losses, relieved it of its obligations. The court rejected the failure to pay argument as an overly simplistic reading of the certificate. The court held that the claims were actually paid as to satisfy the meaning of the certificate.

The reinsurer also argued that there was a breach of the retention warranty based on an inter-pooling agreement between the cedent and its affiliates. The court held that there was a question of fact on this issue, which precluded summary judgment.

The reinsurer also argued that the cedent's billings were improper and challenged the cedent's allocation of loss. The court focused on whether the certificate contained a follow-the-settlements or a following form clause. The clause, which stated that the reinsurer's liability "shall follow [the cedent's] liability in accordance with the terms and conditions of the policy reinsured," was a following form clause and not a follow-the-settlements clause. As such, the court stated that the reinsurer is not bound by the contract to accept the cedent's allocation. Accordingly, held the court, the reinsurer had the right to challenge the cedent's allocation at trial. Because there were questions of fact as to whether the cedent breached its retention warranty and paid losses not actually covered under the policy, summary judgment was denied to both sides.

New York Federal Court Calculates Interest on Breach of Reinsurance Contract Claim

Utica Mut. Ins. Co. v. Clearwater Ins. Co., No. 6:13-cv-1178 (GLS/TWD), 2016 U.S. Dist. LEXIS 91413 (N.D.N.Y. Jul. 14, 2016).

In this case, the court earlier granted the cedent partial summary judgment and awarded damages against the reinsurer. Outstanding was how prejudgment interest was to be calculated. The court noted that, under New York law, there were two bases to calculate interest: (a) computed for each item from the date it was incurred or (b) upon all of the damages from a single reasonable intermediate date. In this reinsurance case, damages were incurred at various times as there were nearly forty breaches and the parties disputed the length of the billing grace period. Accordingly, the court opted to use the intermediate date methodology and calculated a midpoint between the disputed positions.

Illinois Federal Court Grants Summary Judgment in Favor of Reinsurer Due to Expired Statute of Limitations

Pine Top Receivables of Ill., LLC v. Banco Seguros del Estado, No. 12 C 6357, 2016 U.S. Dist. LEXIS 70462 (N.D. Ill. May 31, 2016).

An Illinois federal court granted summary judgment in favor of a reinsurer on the basis that the state's 10-year statute of limitations applicable to contracts had expired. The cedent and reinsurer entered into five separate reinsurance contracts between 1977 and 1984, four of which included similar accounting terms that required quarterly account statements to be issued by the cedent and payment by the reinsurer within a maximum of three months after receipt by the reinsurer of the respective quarterly accounting. The fifth contract provided for immediate payment by the reinsurer to the cedent upon the cedent providing the reinsurer with reasonable evidence of amounts it paid out under its insurance contracts.

The cedent became insolvent and was placed into liquidation in 1987. Between 1983 and 1993, either the cedent or the liquidator (after its appointment in 1987) sent account statements to the reinsurer through the intermediary parties outlined in the governing contracts. Between November 1993 and July 2008, the liquidator did not send any new account statements to the reinsurer. On July 31, 2008, the liquidator sent the reinsurer (i) a package of billings for claims booked between 1993 and July 1999, and (ii) a separate summary statement for all earlier account statements. The reinsurer claimed that it did not receive the July 31, 2008 package until February 2010 and promptly objected to the claims.

The plaintiff in this case purchased the reinsurance receivables from the liquidator in November 2010 and filed this lawsuit in August 2012 seeking to collect on the outstanding claims of the cedent. The reinsurer argued the cedent's contract claims accrued, and the limitations period began to run, once the payments became due under the contractual language. The cedent argued that the limitations did not begin to run until the mutual credits and debits of the parties were sorted out through the protracted liquidation proceeding, as evidenced by the statement sent by the liquidated in July 2008, which it argued is also industry custom.

The court held in favor of the reinsurer. The court noted that the contracts did not eliminate the regular accounting requirements upon insolvency and, as such, the court was unable to consider extrinsic evidence regarding industry custom when the terms of the contract were facially unambiguous.

The court also rejected a secondary argument raised by the cedent – that the reinsurer's failure to timely object to the July 31, 2008 bill created an "account stated." The court held that this claim was an impermissible new factual theory of liability rather than merely an alternative legal characterization because the factual allegations set forth in the amended complaint omits facts necessary to prove an essential element of an account stated claim.

Alabama Federal Court Dismisses All Claims Between Cedent and Reinsurer Over Funds in Custodial Account

Regions Bank v. Old Republic Union Ins. Co., No. 2:14:-CV-517-VEH, 2016 U.S. Dist. 108041 (N.D. Ala. Aug. 16, 2016).

In a case about who gets funds in a custodial account at a bank, an Alabama federal court granted summary judgment on all claims against each party, but set the case down for further proceedings to determine how the funds will be disbursed. The case involves a reinsurance agreement from 1987 and funds in bank accounts established in 1991. The cedent and reinsurer disputed their obligations and the case was settled in 1997, but the parties could not agree on the dollar amounts to which each is entitled.

The bank, caught in the middle, commenced an interpleader action to resolve who is to receive the proceeds in the custodial account. Claims asserted between cedent and reinsurer and third parties were rejected as time-barred by the court. The motion to disburse the funds was denied without prejudice as further proceedings will determine how the funds will be disbursed. The court noted that even though the claims between the parties were time-barred, that did not mean that the underlying ownership rights of either party to the funds have evaporated as well.

Pennsylvania Federal Court Grants Reinsurer's Motion to Dismiss on Basis of the First-Filed Rule

St. Paul Fire & Marine Ins. Co. v. R&Q Reinsurance Co., No. 15-5528, 2016 U.S. Dist. LEXIS 72136 (E.D. Pa. Jun. 2, 2016).

A Pennsylvania federal court dismissed without prejudice a later-filed case covering duplicative matters as a case originally filed in Illinois and recently transferred to Pennsylvania, citing the first-filed rule. The Third Circuit employs a "first-filed rule" that requires "in all cases of federal concurrent jurisdiction, the court which first has possession of the subject must decide it." This rule applies "where the subject matter of the later filed case substantially overlaps with that of the earlier one."

In September 2015, the reinsurer filed a declaratory judgment action against the cedent in Illinois federal court arguing that the cedent failed to promptly notify the reinsurer of underlying claims as required by the applicable reinsurance contracts between the parties. On October 7, 2015, the cedent filed a declaratory judgment action against the reinsurer in Pennsylvania federal court seeking reimbursement of the same underlying claims. On October 13, 2016, the cedent filed a motion to transfer the Illinois case to Pennsylvania. The reinsurer then filed a motion to dismiss or stay the Pennsylvania case. The Pennsylvania federal court granted the motion to stay pending the outcome of the transfer motion but reserved judgment on the motion to dismiss.

On March 30, 2016, the Illinois federal court granted cedent's motion to transfer the case to Pennsylvania, finding that, although the reinsurance contracts were partially negotiated in Illinois, "the bulk of material events occurred in areas much close to Pennsylvania than Illinois, with some of the material events occurring in Pennsylvania itself."

The court held that the two cases were duplicative at the time of filing and concurrent jurisdiction existed at that time and, as such, the first-filed rule applied. The court further held that the exceptions to the rule (e.g., in cases of forum shopping, anticipatory filing or other inequitable conduct) did not apply. Thus, the court dismissed the later-filed Pennsylvania case without prejudice.

New York Federal Court Denies Discovery of Auditor's Workpapers

AmTrust N. Am., Inc. v. Safebuilt Ins. Servs., Inc., No. 14-CV-9494 (CM)(JLC), 2016 U.S. Dist. LEXIS 75806 (S.D.N.Y. Jun. 10, 2016).

In this hard-fought reinsurance dispute, a New York federal court was asked to rule on a dispute concerning the discovery of auditor's information and the application of the work product doctrine. The cedent sought to compel the reinsurer to produce certain documents from an audit firm that the reinsurer used to review the billing practices of a third-party claims processor. The reinsurer thought that the fees charged by the claims administrator were too high. The dispute revolved around the failure of the cedent to reimburse the reinsurer for the full about of the claims administration fees as allegedly required under the contracts between the parties.

After counsel had been consulted on this issue, the reinsurer engaged the audit firm in conjunction with the retention of counsel to explore remedies to obtain reimbursement of the claims fees. The cedent sought production of the auditor's work product and related material that was withheld on the grounds of attorney-client and work-product privileges.

In finding for the reinsurer and denying the motion for production of these documents, the court reviewed the nature of the work-product privilege. The court found that, regardless of whether counsel advised in the hiring of the auditor, the evidence showed that the reinsurer hired the auditor because of the prospect of litigation. The court found that the auditor's materials were work product.

The court noted that the work-product privilege, however, was qualified, but found that the cedent had not demonstrated a substantial need for the work product in question. Because the court found in favor of the work-product privilege, it did not address the attorney-client privilege issue.

Georgia Federal Court Grants Leave to Conduct Early Limited Discovery to Cedent

Canal Ins. Co. v. Golden Isles Reins. Co., No. 1:15-CV-3331-LMM (N.D. Ga. Jul. 22, 2016).

A Georgia federal court ordered early limited discovery to the cedent seeking to identify the recipient of a cash transfer that, together with other transfers, put the reinsurer in the position of not being able to fulfill its obligations under two reinsurance agreements. The case is more about procedures for early discovery in a case filed in federal court than reinsurance issues. The court ultimately concluded that the need for pre-answer discovery outweighed the prejudice to the reinsurer because of the expiration of the statute of limitations and the need to identify the person who likely would become another defendant.

Georgia Federal Court Grants Leave to Conduct Limited Discovery and Leave to Amend Complaint to Cedent and Denies Motions to Dismiss

Canal Ins. Co. v. Golden Isles Reins. Co., No. 1:15-CV-3331-LMM (N.D. Ga. Aug. 18, 2016).

In a lengthy opinion, a Georgia federal court ordered limited jurisdictional discovery to the cedent seeking to support personal jurisdiction over individual defendants who allegedly were recipients of cash transfers that allegedly put the reinsurer in the position of not being able to fulfill its obligations under two reinsurance agreements. The court also allowed the cedent to amend its complaint and denied the individual defendants' motions to dismiss the complaint on jurisdictional grounds and failure to state a claim. In an earlier decision, discussed below, the court granted early jurisdictional discovery to determine the identity of one of the individuals of the cash transfers.

The case involves a closely held reinsurance company affiliated with an insurance brokerage firm that reinsured workers' compensation risks written by the cedent. The cedent advised the reinsurer of its intent to terminate the reinsurance contracts nearly a year in advance. Following this notice, the reinsurer allegedly began to wind down its business with the goal of avoiding its future obligations to the cedent. Allegedly the reinsurer transferred US$4.3 million to the individual defendants, leaving less than US$20,000 in its bank account and causing it to default on its obligations under the reinsurance contract.

In reaching its decisions, the court found that the complaint was sufficient to allege personal jurisdiction against most of the individual defendants based on minimum contacts. As to two of the individual defendants, jurisdictional discovery was allowed to determine their connections to the forum state. The court also rejected the defendants' claims that the complaint failed to state a cause of action for breach of the reinsurance contacts because the contracts were not attached to the complaint. The court found no defect in the cedent's failure to attach the contracts to the complaint and pointed out how the defendants were aware of the contracts given that the defendants attached them to the motion. The court also found that the complaint sufficiently identified the provisions of the reinsurance contracts allegedly breached when the cedent quoted those provisions. The court rejected the defendants' arguments that a lack of specific citation to the provisions by number was deficient. Other grounds for dismissal were also denied.

Recent Speeches and Publications

Suman Chakraborty will be speaking on "Ultimate Dodgeball: How to Avoid Delaying Tactics by Arbitration Participants," at the ARIAS • U.S. Fall Conference, November 17-18, 2016 in New York; Larry Schiffer will be speaking on an ethics panel at the same conference.

Gretchen Ramos spoke on "Recoupment/Reimbursement: Balancing Between Settling Cases Against the Insured While Preserving Coverage Claims for Recoupment or Reimbursement," at the American Conference Institute's Extra-contractual & Bad Faith Liability Conference on June 3, 2016 in New York.

John Nonna spoke on "Employing Pro Rata vs. All Sums Methods and Recent Nuances in Trigger and Occurrences," at the American Conference Institute's 3rd National Forum on Insurance Allocation, on June 23, 2016 in New York.

Larry Schiffer spoke on "Developments in Natural Catastrophe Coverage," at the American Conference Institute's 12th National Forum on Insurance Regulation, on July 26, 2016 in New York.

Larry Schiffer's article, "The Notice-Prejudice Rule and Claims-Made Policies," was published in the FC&S Legal's *Insurance Coverage Law Report*, Summer, 2016.

Larry Schiffer's Reinsurance Commentary, "What Is a Financial Interest Clause in a Reinsurance Contract," was published on IRMI.com in August 2016.

Larry Schiffer's Reinsurance Commentary, "The Reinsurance Information Free-For-All Highway," was published on IRMI.com in June 2016.

Congratulations to our Insurance and Reinsurance Disputes Practice, which was ranked as a Leading Practice, Industry Focus: Insurance: Advice to Insurers, in the 2016 *The Legal 500*. John Nonna and Larry Schiffer were ranked as Leading Lawyers and Mark Sheridan and Suman Chakraborty were ranked as Recommended Lawyers.

Congratulations also to John Nonna and Larry Schiffer who were listed in the 2016 *Expert Guides Best of the Best USA* for Insurance and Reinsurance.

Congratulations to John Nonna, Peter Kramer and Gary Timin for being listed in *The Best Lawyers in America* 2017 for Insurance (and John Nonna for Commercial Litigation as well).

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