SQUIRE PATTON BOGGS

Reinsurance Newsletter

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Recent Case Summaries

Non-Signatory Bound By Arbitration Clause in Incorporated Contract

Federal Ins. Co. v. Metropolitan Trans. Auth., No. 18-3664 (2d Cir. Aug. 30, 2019) (Summary Order).

In a non-reinsurance case, a surety on a performance bond sued the public transportation authorities that contracted with the contractor principal. The public authorities moved to dismiss the claim based on the arbitration clause in the underlying contract. The underlying contract had a broad arbitration clause, which provided that the "parties to this Contract hereby authorize and agree to the resolution of all disputes arising out of, under, or in connection with, the Contract" through arbitration. The underlying contract and all of its terms were expressly incorporated by reference into the performance bond. The district court concluded that the surety was bound by the arbitration provision in the underlying contract and dismissed the complaint.

On appeal, the Second Circuit affirmed. The court made two significant findings. First, the court agreed that the district court had properly concluded that the dispute was subject to determination under the arbitration provision in the underlying contract. Because the broad arbitration clause was not restricted to the immediate parties, the court held that it was effectively incorporated by reference into the performance bond. The court found the language of the arbitration provision sufficiently broad to bind the surety even though it was a non-signatory to the underlying contract.

Second, the court held that the question of arbitrability was for the arbitrator to decide. This was because the contract used "any and all" language when describing the disputes to be resolved, which was "clearly and unmistakably" broad enough to require the issue of arbitrability to be decided by the arbitrator and not the court.

Illinois Federal Court Determines Questions of Arbitrability Can Be Delegated to Arbitrators

Nandorf, Inc. v. Applied Underwriters Captive Risk Assur. Co., No. 18-cv-05285, 2019 U.S. Dist. LEXIS 161473 (N.D. Ill. Sept. 23, 2019).

An Illinois federal court addressed whether the arbitrator or a court should decide whether a dispute between a reinsurer and a cedent was arbitrable. The cedent sued to enjoin arbitration on various grounds, and the reinsurer filed a motion to compel arbitration. The reinsurance contract between the parties contained a broad arbitration provision covering all disputes arising from or relating to the contract, with any dispute to be determined exclusively in the British Virgin Islands, governed by substantive Nebraska law.

The court first determined that it could not compel arbitration in the British Virgin Islands because it lacked the power to compel arbitration outside of the Northern District of Illinois. Accordingly, the court converted the reinsurer's motion to compel into a motion to dismiss the cedent's suit. Next, the court carefully analyzed the arbitration provisions of the reinsurance contract, the American Arbitration Association Rules, and decisions from numerous other federal district and appellate court setting forth a "consensus view" that the question of arbitrability could be delegated to arbitrators. Applying this consensus view, the court determined that the parties had clearly and unequivocally delegated the question of arbitrability to the arbitrator.

The court then rejected the cedent's argument that Nebraska's Uniform Arbitration Act (NUAA) reverse-preempted the Federal Arbitration Act (FAA), which would render the reinsurance contract's arbitration provisions unenforceable. The court noted a split of authority, with the Fourth Circuit and Nebraska and California state courts holding that the NUAA preempted the reinsurance contract's arbitration provisions, while the Third and Sixth Circuits, as well as various federal district courts, held that the NUAA did not preempt the same provisions. The court determined that letting the NUAA preempt the express terms of the reinsurance contract would run afoul of the Supreme Court's determination in *Mastrobuono v. Shearson Lehman Hutton, Inc.*, 514 U.S. 52 (1995). The court also ruled that choice of law clauses in contracts containing arbitration provisions should be read to encompass substantive state principles without including special rules limiting the authority of arbitrators.

New York Federal Court Holds Arbitration Panel Was Not Functus Officio

Chicago Ins. Co. v. General Reins. Corp., 18-CV-10450 (JPO), 2019 U.S. Dist. LEXIS 182764 (S.D.N.Y. Oct. 22, 2019).

The parties arbitrated over a billing on a settlement of asbestos-related losses submitted by the cedent and disputed by the reinsurers. The arbitration panel issued a final award on the billing, but specifically retained jurisdiction to resolve any dispute arising out of the final award.

Several months after the final award, the cedent submitted a new billing, which stated that it was based on the protocols set forth in the final award. The reinsurers rejected the new billing and alerted the original arbitration panel of the dispute. The umpire of that original panel wrote the parties confirming that the panel had retained jurisdiction to resolve any dispute arising out of the final award and that the new dispute over the current billing clearly arose out of that final award. That decision was made by the umpire and the reinsurers' arbitrator, but not the cedent's arbitrator, who stated that he would not be participating because of a lack of jurisdiction to do so.

The cedent commenced a new arbitration to resolve the dispute over the new billing. The reinsurers declined to participate. The cedent filed a motion to compel arbitration and stay the original panel from acting and the reinsurers filed a cross-petition to stay the new arbitration and for a declaration that the original arbitration panel had jurisdiction to resolve the new dispute.

In resolving this dispute in favor of the reinsurers, the district court looked to Section 4 of the Federal Arbitration Act (FAA). Under Section 4, a party aggrieved by the alleged failure to arbitrate under a written agreement for arbitration may petition the court for an order directing that arbitration proceed in the manner provided for under the agreement. The court noted that the cedent argued that the original panel was *functus officio* after it issued its final award and that a new arbitration must take place. The court rejected this argument, finding that the *functus officio* doctrine was largely irrelevant here because the original arbitration panel explicitly retained jurisdiction. Moreover, said the court, the cedent consented to the panel retaining jurisdiction. Because the panel retained jurisdiction, held the court, "the arbitrators' duties have definitionally not come to an end if the current dispute 'arises out' of the Final Award."

The court considered this arbitrability issue to be a gateway issue that was for the court to determine. The court then found that the new dispute arose out of the final award based on the cedent's billing based on the protocols set forth in the final award. The court held that based on the cedent's claim that the new billing flowed from the final award, a majority of the panel determined that the current dispute clearly fell within their reserved jurisdiction. The court determined that the best persons to interpret what was meant by the final award was the majority that authored the award and determined that the panel retained jurisdiction to adjudicate the propriety of the new bill in light of the final award. As the court said, "[t]he panel majority's determination merits some solicitude."

The court concluded that given the cedent's repeated statements that the final bill arose from protocols set forth in the final award coupled with the panel majority's assertion of jurisdiction, it was clear that the new dispute arose out of the final award and that the original panel retained jurisdiction. Thus, the panel was not *functus officio* and the court denied the cedent's petition to compel and granted the reinsurers' cross-petition to stay arbitration and for declaratory relief.

The cedent moved to stay the order and the court denied the motion. 2019 U.S. Dist. LEXIS 197949 (S.D.N.Y. Nov. 14, 2019).

New York Appeals Court Denies Petition to Vacate Arbitration Award

In re McKenna, Long & Aldridge, LLP v. Ironshore Spec. Ins. Co., No. 65140717 (N.Y. App. Div., 1st Dep't Oct. 17, 2019).

In a non-reinsurance case, petitions to vacate a final arbitration award in favor of an insurer were denied by the motion court and affirmed on appeal. The parties seeking to vacate the award argued that the arbitration panel exceeded its authority in making the award or issued the award in manifest disregard of the law. In affirming the denial of the petitions to vacate, the court stated that the language of the arbitration clause referring to "any controversy, claim or dispute arising in connection with [the insurance] policy" reflected "such a broad grant of power to the arbitrators as to evidence the parties' clear intent to arbitrate issues of arbitrability."

Although hard to tell from this opinion, it appears that one of the parties, who was held by a federal court to be an intended third-party beneficiary of the insurance policy, argued that it could not be compelled to arbitrate. The panel's final award clearly affected that party, which is why the petition to vacate was filed. In affirming, the appellate court upheld the arbitrators' decision to rule on whether that party was subject to the arbitration clause in the policy based on the broad arbitration provision.

As to manifest disregard of the law, the court held that the petitioners failed to show that the arbitration panel knew of a governing legal principle that was well defined, explicit and clearly applicable, yet refused to apply it or ignored it altogether. The court found that the arbitration panel carefully considered the operative language in the relevant agreements and the law before reaching its conclusions. For example, the court found that, contrary to the arguments, the panel considered the applicability of Delaware law and a specific case and distinguished the case, concluding that it was not applicable. Notably, and consistent with cases under the FAA, the court concluded that the panel's determination, at worst, was a mistake of law, which does not constitute manifest disregard and is not a ground for vacating an arbitration award.

New York Federal Court Remands Arbitration Award to Panel to Clarify Its Application to Future Claims

Park Avenue Life Ins. Co. v. Allianz Life Ins. Co. of N.A., No. 19-cv-1089 (JMF) (S.D.N.Y. Sept. 25, 2019).

Under the FAA, a court must grant an order seeking confirmation of an arbitration award unless the award is vacated, modified or corrected. 9 U.S.C. § 9. But, where the award is ambiguous, it should be remanded to the arbitrators for clarification.

The dispute was over a life reinsurer's obligations to pay for costs and claims arising out of an agreement with regulators to pay death benefits that would escheat to the government after a Death Master File search indicated that the insured person died. By majority, the arbitration panel mostly found for the reinsurer. In a paragraph addressing the reinsurer's continuing obligations, the majority made the following pronouncement:

> [The reinsurer] shall continue to be obligated to indemnify [the cedent] for all death benefits paid under the terms of the [policies] covered by the Coinsurance Agreement. Notice of any deaths can arise pursuant to claims made by Policy owners or beneficiaries, or by way of periodic searches of the Death Master File or any other death data base search tool by [either party].

The reinsurer argued that the award required reimbursement of only those death benefit payments that arise from claims made by beneficiaries. The cedent argued that the award continued to require the reinsurer to reimburse payments that arise from claims made either by designated beneficiaries or by escheatment.

The court found that the award was susceptible of two meanings and was unable to say that one or the other of the two interpretations presented was definitively correct. The court remanded the matter back to the arbitration panel to clarify certain questions addressing escheatment claims, but suggested that the panel should "broadly aim to underscore the meaning and effect of the award so that the court will know exactly what it is being asked to enforce."

Notably, and consistent with the recent trend in many courts, the court denied the parties' request to keep the arbitration award and related materials under seal. The court held that there was no basis to keep any of the documents at issue in this application under seal and rejected the argument that the confidentiality agreement could in any way bind the court (this point was conceded). The court ordered the unsealing of the entire record (which included the award).

New Hampshire Federal Court Dismisses Duplicative Reinsurance Action

United States Fire Ins. Co. v. Equitas Ins. Ltd., No. 18-cv-1205-LM, 2019 U.S. Dist. LEXIS 183909 (D. N.H. Oct. 24, 2019).

From 1972 to 1985, the cedents issued umbrella liability policies to a Pennsylvania corporation that manufactured and sold respiration protection and asbestos-containing personal protective products. In that same period, the cedents entered into reinsurance contracts reinsuring the umbrella liability policies.

In the 1990s, the policyholder sought coverage under the umbrella liability policies for hundreds of personal injury claims related to exposure to asbestos, coal, and silica dust. Ultimately, claimants secured payment from the cedents in the form of a 2016 jury verdict, a set of payments in 2017, and a confidential settlement in 2018. The cedents sought recoveries from the reinsurers because of the claim and settlement payments. Several reinsurers denied coverage. The cedents sued, alleging breach of the reinsurance contracts and seeking a declaratory judgment of the parties' rights and obligations under the contracts.

On the same day that the cedents sued the reinsurers in New Hampshire federal court, certain underwriters and reinsurers sued the cedents in New Jersey state court, seeking to recoup payments made under the reinsurance contracts and a declaratory judgment of the parties' rights and obligations. The New Jersey case was filed less than an hour before the New Hampshire case. The reinsurers moved to dismiss or stay the New Hampshire case in deference to the New Jersey case. The New Hampshire federal court granted the reinsurer-defendants' motion to dismiss the case. The court cited the prior pending-action doctrine in deciding that the New Jersey action – while brought in a different posture – dealt with the same parties and issues presented in New Hampshire. Because the controlling issues in the New Hampshire case will be determined in the New Jersey action, dismissal based on the prior-pending action doctrine was appropriate.

Reinsurance Auditor's Tortious Interference Lawsuit Dismissed

Boomerang Recoveries, LLC. v. Guy Carpenter & Co., LLC., No. 2557 EDA 2018, 2019 Pa. Super. Unpub. LEXIS 3642 (Pa. Super. Sept. 25, 2019).

In this case, a cedent hired a third-party auditor who produced a report indicating a significant over-payment of reinsurance premiums. Ultimately, the cedent rejected the report and continued calculating the reinsurance premium based on the methodology used by its reinsurance intermediary. The audit company was less than pleased. When the cedent refused to pay the audit company, the audit company sued the intermediary for tortious interference with the contractual relationship between the audit company and the cedent.

The trial court granted partial summary judgment in favor of the reinsurance intermediary, excluded certain evidence from trial and, during trial, entered a nonsuit against the audit company dismissing the suit. The audit company appealed and the Pennsylvania Superior Court affirmed.

In affirming, the appellate court noted that the evidence showed that the intermediary, when reviewing the audit report with the cedent, simply presented a side-by-side comparison of the two methods and allowed the cedent to decide which method to follow. The cedent's CEO testified that he formed his own opinion and made his own decision to disregard the method used by the audit company. These facts, among others, led the appellate court to affirm.

The legal issue was whether the audit company made out a case for tortious interference with the auditor's contractual relationship with the cedent. The court examined the elements of the tortious interference cause of action under Pennsylvania law. The court noted that the audit company met the first prong of the test – the existence of a contractual relationship – but failed to meet the second and third prongs. Those required an intent on the part of the intermediary to harm the audit company by interfering with the contractual relationship and the absence of privilege or justification on the part of the intermediary.

The appellate court found that the trial court did not abuse its discretion or commit an error of law in its evidentiary rulings or by granting the various motions. The audit company argued that its method of calculating the reinsurance premium was more accurate and better, but the appellate court, agreeing with the trial court, held that whether the method was better or more accurate was not a fact of consequence in a tortious interference action.

The court ruled that the evidence supported the trial court's conclusion that the audit company had failed to present sufficient evidence to establish tortious interference because it failed to demonstrate that the intermediary acted improperly and with the intent to harm the audit company's contractual relationship with the reinsured. The appellate court pointed out that the trial court found that the audit company had not provided the jury with one witness, email or document that remotely, inferentially or circumstantially showed that the intermediary had a specific intent to harm the audit company. Moreover, the trial court held that the audit company had not identified one lie or misleading statement made by the intermediary to the reinsured. These facts led to the affirmance upholding the nonsuit.

After Hard-Fought Battle, Jury Returns Verdict for Cedent

Utica Mutual Insurance Co. v. Century Indemnity Co., No. 6:13-CV-995, 2019 U.S. Dist. LEXIS 162070 (N.D.N.Y. Sept. 13, 2019).

According to the complaint, after the cedent paid claims under its primary policies, a reinsurer refused to pay it under their 1973 and 1975 certificates. Cedent sued for breach of contract. Before trial, each party filed several motions in limine, seeking to exclude various evidence. This particular decision addressed no less than 22 of the parties' motions.

The court indicated that it was proper to grant a motion in *limine* only when the evidence is so clearly inadmissible on all potential grounds. While the court's ruling was near evenly split between granting the motions and denying them without prejudice, a few common themes emerged.

The court consistently determined that evidence and arguments from other cases could not be used in this case, including how the policy language had been interpreted, as well as the cedent's disputes with other reinsurers. Nor was evidence relating to the lack of aggregate limits in the underlying primary policies relevant to this dispute. Next, evidence of the parties' litigation reserves had no place in the trial. The court also precluded the reinsurer from arguing that another reinsurer was actually responsible for the cedent's claims, even though neither party had located the formal 1975 reinsurance agreement.

Following a jury trial, on October 1, 2019, the court entered judgment in favor of the cedent, which included a significant award of prejudgment interest. The reinsurer filed two post-trial motions, both of which have been fully briefed and remain pending. One asked the court to correct the method used to calculate prejudgment interest, and the other asked that the court enter judgment in its favor as a matter of law.

Non-Party Notice of Appeal in Reinsurance Dispute Results in an Award of Attorney Fees

Certain Underwriting Members of Lloyds of London v. Insurance Co. of the Am., Nos. 16-cv-323, 16-cv-374 (VSB), 2019 U.S. Dist. LEXIS 165702 (S.D.N.Y. Sept. 26, 2019).

In an unusual case, a non-party to a reinsurance arbitration attempted to appeal after the parties settled after appeal. Here, a reinsurance arbitration resulted in an award for the cedent. The reinsurers sought to vacate the award. Ultimately, the cedent went into liquidation and, after the award was vacated because of the conduct of one of the arbitrators, the parties settled after the Second Circuit remanded the case back to the district court (see our case summary in our September 2018 Newsletter). Yet that was not the end of the story.

A non-party attempted to intervene in the motions to vacate the award and the district court denied the application. The non-party claimed that it was the parent company of the insolvent cedent and that it was the real party in interest. Not to be deterred, the non-party also sought to intervene in the liquidation proceeding. That too was rejected, and costs and attorney fees were awarded to the state. So with that in mind, even though the parties settled after remand, the non-party filed a notice of appeal purportedly on behalf of the insolvent cedent. The real parties objected strenuously and made filings with the court. Ultimately, the non-party withdrew its notice of appeal. The reinsurers, however, sought attorney fees for having to respond to the non-party's notice of appeal.

In granting the motion, the court found the fee award appropriate because of the false representations, feeble justification for filing the notice of appeal and the knowing misrepresentation that the notice of appeal was filed on behalf of the insolvent cedent. The court found that the actions taken by the non-party improperly hindered the resolution of the matter and unreasonably and vexatiously multiplied the proceedings.

In calculating the attorney fee award, the court accepted the hourly rate charged by the reinsurer's counsel, but cut some of the hours expended to what the court thought was more reasonable given the one-page notice of appeal and the four-page letter to the court. Counsel for the non-party was ordered to reimburse the reinsurers for the awarded amount of fees incurred in responding to the frivolous notice of appeal.

New York Court Finds Reinsurance Information Relevant in Coverage Dispute

Discover Prop. & Cas. Co. v. National Football League, No. 652933/2012, 2019 N.Y. Misc. LEXIS 5332 (N.Y. Sup. Ct., N.Y. Co. Oct. 4, 2019).

In this coverage case, a referee to supervise disclosure under CPLR 3104 issued an order directing the insurers to produce their reinsurance contracts and communications between themselves and their reinsurers about the underlying claim. The underlying claim is the huge settlement entered into between the NFL and former NFL players over concussion and other related injuries, including CTE and MTBI (mild traumatic brain injury).

In ordering production, the referee held the production of the reinsurance contracts was "seemingly mandated by" CPLR 3101(f). CPLR 3101(f) provides that "[a] party may obtain discovery of the existence and contents of any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment." The referee also held that reinsurance communications were discoverable to the extent that an insurer has asserted failure to disclose defenses or is targeted by a bad faith claim.

In affirming the referee on these issues (there were other discovery issues as well), the motion court rejected the insurers' argument that the reinsurance information was confidential and proprietary information not relevant to the case. The motion court agreed with the referee that the plain language of CPLR 3101(f) meant that the reinsurance agreements should be produced. The court also stated that because this was an insurance coverage case, "the insurers' communications with their reinsurers is reasonably calculated to lead to information relevant to (1) whether the Insurers have handled the NFL parties' claims in good faith and (2) whether the Insurers lacked material information regarding the insured risks." The court also noted that the allegations of bad faith by the NFL against the insurers for refusing to consent to the class action settlement was a basis for producing the reinsurance communications.

Cedent's Demand for Discovery of Reinsurer Settlements Denied

Certain London Market Company Reinsurers v. Lamorak Insurance Co., No. 18-cv-10534-NMG, (D. Mass. Nov. 8, 2019).

In our June 2019 Newsletter, we reported on this reinsurance dispute over the cession to facultative reinsurers of a large environmental pollution settlement between the cedent and the underlying policyholder. This decision involves discovery. The cedent sought documents and interrogatory responses from the reinsurers concerning the reinsurers' billing and allocation of their own settlement with the underlying policyholder. The Magistrate Judge denied the cedent's motion to compel production because the court found that the relevance of the materials sought too speculative and production would be difficult and unduly burdensome. The court noted that the similar request was denied in similar ligation in state court with another group of reinsurers.

Recent Regulatory/Policy Developments

Reauthorization of TRIA Makes Progress – the US Federal Terrorism Insurance Backstop

Since 2002, the Terrorism Risk Insurance Act has been reauthorized three times, most recently in 2015 through the Terrorism Risk Insurance Program Reauthorization Act (the 2002 legislation and subsequent reauthorizations, collectively TRIA). The current reauthorization is scheduled to expire on December 31, 2020.

Complex commercial insurance and real estate development negotiations often have long runways that last months or years. As a result, there has been broad-based pressure on Congress to deliver early certainty about whether TRIA will be reauthorized after 2020, and if so, what changes might occur in the program. In June 2019, the Senate Banking, Housing and Urban Affairs Committee held a hearing to consider reauthorization of TRIA. In October 2019, the House of Representatives Financial Services Committee unanimously approved reauthorization legislation, and the full House passed it on November 18, 2019, by a vote of 385 to 22 (H.R. 4634). On November 20, 2019, the Senate Banking, Housing and Urban Affairs Committee by voice vote unanimously passed out of Committee TRIA reauthorization companion legislation to the House bill, S. 2877. The reauthorization is expected to be passed into law and signed by the President. The timing of final legislative and presidential action is unclear at this time.

The pending reauthorization legislation addresses several issues of particular interest to the insurance industry, most notably the length of reauthorization and the financial backstop trigger levels.

- Financial trigger levels remain at 2020 levels
- Seven-year reauthorization, until December 31, 2027
- New governmental studies and reports regarding availability and affordability of terrorism risk insurance, terrorist attacks on places of worship and cyber terrorism

In addition to the studies expressly required under the reauthorization legislation, there are several issues to watch during this next TRIA authorization period. There is increasing discussion about the need to look at coverage for nuclear, biological, chemical and radiological (NBCR) events, and about the impact of a terrorist attack on workers' compensation and other lines of coverage not addressed by TRIA. The timing of mandatory federal recoupment has also begun to receive policy attention. We expect that the annual joint federal and National Association of Insurance Commissioners (NAIC) data calls on terrorism risk insurance will continue. Look for both the federal government and the NAIC to publish additional studies and recommendations over the next seven years.

Recent Speeches and Publications

- Ellen Farrell will be speaking on "InsurTech and AI: Savvy Solutions, or Bots Behaving Badly?" at the 2020 Insurance Coverage Litigation Committee CLE Seminar, Litigation Section, American Bar Association, on March 5, 2020, in Tucson, Arizona.
- Mary Jo Hudson spoke on the use of predictive analytics in life insurance underwriting at the Lexis/Nexis annual user symposium on September 18, 2019, in Colorado Springs, Colorado.
- Suman Chakraborty spoke on "Pick a Place: Is Arbitration Still the Preferred Forum for Reinsurance Disputes?" at the Association of Life Insurance Counsel (ACLI) Regional Roundtable on September 24, 2019, in Atlanta, Georgia.
- Our team made a very strong showing at the October 3-4, 2019, 2019ARIAS•U.S. Fall Conference in Brooklyn, New York. Eridania Perez was one of the co-chairs of the conference. Suman Chakraborty spoke on "The Life Reinsurance Partnership – Is the Relationship Heading for a Breakup?"; Deirdre Johnson spoke on "Rules for the Resolution of Insurance and Contract Disputes – Making an Expanded ARIAS a Reality"; Ellen Farrell spoke on "Effective Mediation Strategies for Insurance and Reinsurance Disputes"; Larry Schiffer spoke on "Round Pegs in Round Holes: Effectively (and ethically) Marketing, Evaluating, and Selecting Arbitrators in a Changing World"; and Larry Schiffer played the role of Art Fleming/Alex Trebek, hosting an ethics game of "ARIAS Jeopardy," where four teams competed for prizes.
- Larry Schiffer's article, "Reinsurance Arbitrations: The View from Gen X and Gen Y," was published in the ARIAS•U.S. Quarterly, Q3, 2019. Larry moderated this roundtable symposium, which included Suman Chakraborty as one of the panelists, and edited the transcript to create the article.
- Larry Schiffer's commentary, "Captive Arrangements and Reinsurance," was published on IRMI.com in September 2019.
- Congratulations to the team for the great showing in *U.S. News & World Report*'s 2020 Best Law Firms rankings. The firm received 127 practice area rankings, including a Tier 1 National ranking for Insurance Law.
- Congratulations to Suman Chakraborty, who was named by Benchmark Litigation as a Future Star (we know he is a present star).
- Congratulations to Larry Schiffer on receiving the Dick Kennedy Award (formerly the ARIAS Award), at the ARIAS•U.S. 2019 Fall Conference.

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