SUPREME COURT
OF THE
STATE OF CONNECTICUT

S.C. 20003

R.T. VANDERBILT COMPANY, INC.

V.

HARTFORD ACCIDENT AND INDEMNITY COMPANY, ET AL.

BRIEF *AMICUS CURIAE* OF THE NATIONAL ASSOCIATION OF MANUFACTURERS IN SUPPORT OF PLAINTIFF-APPELLANT R.T. VANDERBILT COMPANY, INC.

Michael T. McCormack (Juris No. 407934)
O'SULLIVAN MCCORMACK JENSEN & BLISS PC
Putnam Park, Suite 100
100 Great Meadow Road
Wethersfield, CT 06109-2371
T: 860-258-1993
F: 860-258-1991
mmccormack@omjblaw.com

Peter C. Tolsdorf*
MANUFACTURERS' CENTER FOR LEGAL ACTION
733 10 St. NW, Suite 700
Washington, D.C. 20001
T: 202-637-3100
F: 202-637-3024
ptolsdorf@nam.org

Seth A. Tucker*
Rachel Snidow*
COVINGTON & BURLING LLP
One CityCenter
850 Tenth Street, NW
Washington, DC 20001-4956
T: 202-662-6000
F: 202-662-6291
stucker@cov.com
rsnidow@cov.com

**not admitted in Connecticut*

Attorneys for Amicus Curiae the National Association of Manufacturers

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page(s)

Cases

Other Authorities

STATEMENT OF INTEREST OF *AMICUS CURIAE*[1]

The National Association of Manufacturers ("NAM") is the largest manufacturing association in the United States, representing small and large manufacturers in every industrial sector and in all fifty states. Manufacturing employs more than 12 million men and women, contributes $2.25 trillion to the United States economy annually, has the largest economic impact of any major sector, and accounts for more than three-quarters of private-sector research and development in the nation. The NAM is the voice of the manufacturing community and the leading advocate for a policy agenda that helps manufacturers to compete in the global economy and to create jobs across the United States.

The NAM regularly participates as *amicus curiae* in cases of particular importance to the manufacturing industry. This litigation raises issues of direct concern to the NAM and its members, many of which have paid large premiums to insurance providers for extensive insurance programs promising millions and often billions of dollars in coverage. As policyholders and major employers, the NAM's members have a vital interest in the predictable, consistent, and fair interpretation of insurance policies in Connecticut and across the United States.

[1] The National Association of Manufacturers ("NAM") has no direct financial interest in the outcome of this litigation. No persons, other than the NAM and its counsel, made monetary contributions related to the preparation of this brief. No counsel for a party to this case wrote this brief in whole or in part and no such counsel or a party contributed to the cost of the preparation or submission of this brief. The fees for this brief will be paid solely by the NAM.

INTRODUCTION

For decades, manufacturing companies have relied on their insurance programs—principally their general liability and excess policies—for protection from the potentially crippling burden of claims for asbestos injuries and other long-latency illnesses. Nationwide, millions of long-tail claims have arisen out of alleged workplace exposure to a material later learned to be (or alleged to be) hazardous.

Defendants in these cases often include the manufacturers that produced the allegedly hazardous materials; plaintiffs typically worked with the product downstream, whether loading or unloading it at docks or in warehouses, or using the product (such as a chemical or a component of a larger end-product) in further manufacturing activities. But manufacturers that produced allegedly harmful products are not the only defendants. Even manufacturers that produce entirely benign products may face claims from outside contractors or service providers who were exposed to a hazardous material while completing work at the manufacturer's facilities, such as electricians or boiler-repair workers exposed to asbestos insulation in a furnace room, or contractors exposed to asbestos-containing building materials during a renovation.

In this case, the Appellate Court gave an erroneous and breathtakingly broad reading to two "occupational disease" exclusions in excess general liability policies, holding that they bar coverage for any claim for disease sustained in the course of the plaintiff's work, even if the plaintiff was never employed by the policyholder. The Appellate Court's broad reading of the exclusions threatens to eliminate a massive share of the bargained-for coverage of any manufacturer unfortunate enough to have a similarly worded exclusion in its general liability insurance policies.

This Court should reverse the Appellate Court's ruling on this issue. "Occupational Disease," as reflected in case law, dictionary definitions, and the history of insurance coverage for occupational-disease liabilities, is best read (and is certainly at least reasonably read) to refer specifically to claims *by employees of the policyholder*. Under Connecticut's rule that ambiguous insurance provisions must be construed in favor of the insured, that is the construction that must govern.

STATEMENT OF FACTS

Amicus curiae adopts the Statement of Facts of Plaintiff-Appellant.

ARGUMENT

I. The Appellate Court's Broad Interpretation of the Undefined Phrase "Occupational Disease" Could Create a Devastating Coverage Gap for Many Common Claims Against American Manufacturers.

The interpretation of the occupational-disease exclusion proposed by the relevant insurers and adopted by the Appellate Court would have profound practical consequences for manufacturers and anyone with a stake in compensation for long-latency injuries in Connecticut and nationwide. Like other businesses, manufacturing businesses purchase different types of insurance to transfer risk for the different categories of potential loss and liability they face as part of their ordinary business operations. Almost every manufacturer purchases, among other kinds of coverage, workers' compensation and employer's liability ("WC/EL") policies for employee claims under the workers' compensation system and in tort, and general liability policies for the manufacturer's tort liabilities to non-employees. The coverages are written to dovetail: WC/EL policies do not cover claims by non-employee third parties, and general liability policies typically exclude injuries by employees—because those injuries are covered by WC/EL policies. The broad interpretation of the occupational-

disease exclusion adopted by the Appellate Court risks creating a significant and unintended gap in coverage in the insurance portfolios of many manufacturers.

Two similar occupational-disease exclusions are at issue here. The first exclusion, added by endorsement to the Pacific Employer's policy, provides: "THIS POLICY DOES NOT APPLY TO ANY LIABILITY ARISING OUT OF: OCCUPATIONAL DISEASE." (A4205.) The phrase "OCCUPATIONAL DISEASE" is not defined. The second exclusion, added by endorsement to the Lloyd's policy, provides: "[T]his policy shall not apply: . . . (1) to Personal Injury (fatal or non-fatal) by Occupational Disease." (A4049.) The phrase "Occupational Disease," though capitalized, is again not defined.

As R.T. Vanderbilt has persuasively argued, the undefined phrase "occupational disease" in both exclusions is most reasonably read (and certainly at least *reasonably* read) to refer to claims against the policyholder *by the policyholder's own employees*, in keeping with the historical development of the phrase in the context of workers' compensation law and the vastly predominant usage of the phrase in case law and dictionaries. But the Appellate Court held that the "most reasonable reading" of the phrase would not limit it to employee claims. *R.T. Vanderbilt Co., Inc. v. Hartford Accident & Indem. Co.*, 171 Conn. App. 61, 265 (2017). This holding could eviscerate the general liability and related excess coverage of any manufacturer with a similarly undefined version of such an exclusion. Indeed, the Court's opinion suggests that, under its interpretation, the exclusions would bar all claims by plaintiffs alleging "exposure to . . . products solely through the workplace" and some portion of claims by plaintiffs alleging "exposure both in and outside the workplace." *See id.* at 258 & n.92. Together, these categories encompass a vast share of the potential tort liabilities of many manufacturers, particularly manufacturers that produce chemicals,

materials, equipment, and other products for use by other manufacturers or in industry and thus for use primarily in workplaces.

A prime example is asbestos litigation, for which general liability and excess insurers have for decades helped cover the large costs. Asbestos filings number in the thousands each year, and these claims are brought primarily by workers exposed to asbestos in their work. A survey of asbestos litigation for 2017 showed that, of 4,459 plaintiffs in newly filed suits, 4,251 were workers alleging primary exposure through their work. *See Asbestos Litigation: 2017 Year In Review*, KCIC Industry Report 18 (2018). This reality is reflected in the recruiting methods used by asbestos plaintiffs' lawyers, who have historically employed "mass screening measures to recruit hundreds of thousands of claimants," as described in the recent House Report regarding the Furthering Asbestos Claim Transparency (FACT) Act of 2017:

> To unearth new clients for lawyers, screening firms advertise in towns with many aging industrial workers or park X-ray vans near union halls. To get a free X-ray, workers must often sign forms giving law firms 40 percent of any recovery. One solicitation reads: "Find out if YOU have MILLION DOLLAR LUNGS!" It is estimated that more than one million workers have undergone attorney-sponsored screenings.

H.R. REP. NO. 115–18, at 6 (2017).

The plaintiffs' lawyers go to union halls because the lion's share of potential plaintiffs are former workers who encountered asbestos through their jobs. Only a tiny share of asbestos plaintiffs are non-workers—such as spouses or children of workers, who allege "take home" exposure to asbestos from a worker's clothing or person, or consumers who allege exposure to asbestos in a consumer product. Thus, for manufacturer-defendants whose policies contain similarly worded exclusions, the Appellate Court's holding would endanger their coverage for all but a tiny sliver of the asbestos claims against them.

Nor is asbestos the only concern. Periodically, litigation involving a new substance threatens to take on the scope of asbestos litigation. For instance, in the early 2000s, many of the same plaintiffs' lawyers who litigate asbestos claims began bringing silicosis claims for alleged injurious exposure to silica, "a highly purified quartz . . . used to make glass, fiberglass, paints and ceramics, as well as in foundry casting." Jonathan D. Glater, *Suits on Silica Being Compared To Asbestos Cases*, N.Y. Times (Sept. 6, 2003). The silica-litigation boom died down after a highly publicized federal district court order dissected the dubious medical support for the mostly lawyer-generated claims. *See In re: Silica Prods. Liab. Litig.*, Order No. 29, MDL Docket No. 1553 (July 1, 2005). But for several years, manufacturers were forced to defend thousands of suits, and faced the prospect of untold more, in light of the "[m]illions of workers" who had been exposed to silica. *See* Mike Tolson, *Silicosis Claims Turned Into Massive Legal Hoax*, Hous. Chronicle (May 7, 2006). The silica litigation illustrates another key reason that manufacturers buy liability insurance: to protect them from the potentially devastating costs of defending personal-injury claims—costs that can quickly reach millions of dollars, even if the claims themselves ultimately turn out to be groundless. The Appellate Court's holding would permit insurers to exploit vague occupational-disease exclusions, and thereby foist back onto many manufacturer-insureds the defense burden that the insurers agreed (and were paid) to assume.

In short, the Appellate Court's holding would create a significant gap in coverage for certain products claims or for premises claims against any manufacturer whose insurer added a similarly undefined version of an occupational-disease exclusion to its general liability policy. This cannot be what the parties intended. A reasonable insured would have read the occupational-disease exclusion in light of the complementary coverages provided

by general liability and WC/EL policies in a typical portfolio, and thus would have understood it to channel employee injuries to the WC/EL coverage, not to gut the coverage available for third-party injuries under the general liability coverage.

Simply put, it would be so odd for a reasonable manufacturer to intentionally purchase general liability insurance with such a glaring potential gap in coverage for its likely defense costs and potential liabilities that a court should reach that result only if the policy language admits of no other interpretation.

II. The Policyholder's Understanding of the Undefined Phrase "Occupational Disease" Is Reasonable and Thus Should Be Adopted as the Interpretation That Promotes Coverage

Connecticut law—like the law of virtually every other state—holds that ambiguous terms in an insurance policy "must be construed in favor of the insured." *Lexington Ins. Co. v. Lexington Healthcare Grp., Inc.*, 311 Conn. 29, 38 (2014). Connecticut courts apply this canon, "commonly styled contra proferentem, . . . more rigorously . . . in the context of insurance contracts than in other contracts." *Israel v. State Farm Mut. Auto. Ins. Co.*, 259 Conn. 503, 509 (2002). The rule recognizes that the insurer, as the party that drafts the contract, "will presumably be guided by [its] own interests and goals in the transaction" and "may choose . . . words more specific or more imprecise, according to the dictates of these interests." *Id.* at 508. Thus, when "insurance coverage is defined in terms that are ambiguous, such ambiguity is, in accordance with standard rules of construction, resolved against the insurance company." *Beach v. Middlesex Mut. Assur. Co.*, 205 Conn. 246, 249–50 (1987) (applying contra proferentem to interpret an undefined term in a policy).

Contra proferentem is particularly important to protecting the interests of insureds in light of the asymmetrical structure of the insurance transaction. With an insurance contract, the insured performs its part of the bargain at the outset: it pays the premium. At that point,

the insurance company has received its consideration for the insurance promise. For its part, the insurance company might never have to perform its contractual obligation. If and when the insurance company is called upon to perform, perhaps many years later, it has a built-in incentive to scour the policy for any means to lessen or avoid its obligation, because the insured has already fully performed its side of the bargain and full performance by the insurer brings the insurer no new benefit. Contra proferentem helps prevent insurers from selling a policy and collecting a premium for coverage that a reasonable insured might justifiably understand to extend to certain types of losses, only to be informed at the date of loss that the coverage is actually much narrower.

Contra proferentem extends to the interpretation of policy exclusions, where it applies with special force. *See Liberty Mut. Ins. Co. v. Lone Star Indus., Inc.*, 290 Conn. 767, 796 (2009) (exclusion must be construed in favor of the insured unless the court has "'a high degree of certainty' that the policy language clearly and unambiguously excludes the claim"); *Boon v. Aetna Ins. Co.*, 40 Conn. 575, 586 (1874) ("[I]t is the duty of an insurance company seeking to limit the operation of its contract of insurance by special provisos or exceptions, to make such limitations in clear terms and not leave the insured in a condition to be misled."). Further, it is well-settled that "the insurer bears the burden of proving that an exclusion to coverage applies." *Nationwide Mut. Ins. Co. v. Pasiak*, 327 Conn. 225, 238–39 (2017).

Here, as noted above, neither exclusion at issue defines the phrase "occupational disease." Of course, words in an insurance policy "do not become ambiguous simply because a contract fails to define them." *New London Cty. Mut. Ins. Co. v. Nantes*, 303 Conn. 737, 753 (2012). Rather, a policy term is ambiguous "when it is reasonably

susceptible [of] more than one reading." *Travelers Cas. & Sur. Co. of Am. v. Netherlands Ins. Co.*, 312 Conn. 714, 740 (2014). Thus, "even when undefined, words are not ambiguous if common usage or our case law gives them a *single* meaning." *Nantes*, 303 Conn. at 753 (emphasis added). The relevant question is thus whether the undefined phrase "occupational disease" has only a "single meaning"—the one urged by the insurers—or whether the phrase can also at least reasonably be read as the policyholder here urges: as referring to injuries and claims of only the policyholder's own employees.[2]

Connecticut courts look to case law and dictionaries to determine the meaning of undefined terms. *See Budris v. Allstate Ins. Co.*, 44 Conn. App. 53, 57 (1996). Here, as R.T. Vanderbilt demonstrates in its brief to this Court, the phrase "occupational disease" at the time the policies were issued was overwhelmingly used in the case law in the context of disputes between employees and their employers. *See* Plaintiff-Appellant Br. at 20–23 (reviewing use of the phrase "occupational disease" in 4,327 pre-1985 cases). In light of this predominant usage in the case law, it is, at a minimum, *reasonable* to read the phrase

[2] It is not clear from the Appellate Court's opinion whether the Court analyzed whether the term "occupational disease" has only the meaning urged by the insurers. Indeed, the Appellate Court "agree[d] that the term 'occupational disease' is frequently used and has obtained a peculiar meaning in the context of workers' compensation law" and noted that the Court had "no cause to question the conclusion of the trial court that [Connecticut's workers' compensation statute] provides a *reasonable* definition of the term." *R.T. Vanderbilt Co., Inc. v. Hartford Accident & Indem. Co.*, 171 Conn. App. 61, 263 (2017) (emphasis added). Nevertheless, the Court went on to state that the insurer's interpretation of the term provided the "*most* reasonable reading of the policy language." *Id.* at 265 (emphasis added). Although the Appellate Court also includes conclusory statements at the beginning and end of its analysis that the exclusions "unambiguously" bar coverage, *id.* at 256, 269, its analysis otherwise appears to permit the insurers to rely on the supposedly "most" reasonable among multiple potentially reasonable readings. The Appellate Court's explanation that "[w]hat is at issue in the present dispute . . . is not the *meaning* of th[e] phrase but, rather, its *application*," *id.* at 263, does not resolve the matter because it is impossible to know how to apply an exclusion that relies on an undefined phrase without knowing what the phrase means.

to refer to such claims. Likewise, many contemporaneous dictionary definitions—which provide evidence of common usage, *see Budris*, 44 Conn. App. at 57—reflect similar constraints on the term. Again, as R.T. Vanderbilt shows in its brief, numerous contemporaneous insurance glossaries and industry handbooks defined "Occupational Disease" in explicit relation to workers' compensation law and workers' compensation insurance. *See* Plaintiff-Appellant Br. at 23–24. Such claims would only involve employee-employer disputes. These contemporaneous dictionary definitions demonstrate that it would be reasonable (at a minimum) for a policyholder to understand the phrase "occupational disease" to refer only to claims by employees against their employers.

In short, case law overwhelmingly uses the phrase as R.T. Vanderbilt urges, and dictionaries, including insurance-specific dictionaries, often do as well. These traditional sources to which one looks for the meaning of undefined policy terms do not supply a "single meaning," as *Nantes* requires, making the term ambiguous at best for the insurers. Indeed, the sheer volume of sources supporting the more limited construction of the phrase suggests that the limited construction is the more reasonable reading—although coverage should be found so long as the insured's reading is a reasonable one. With two or more meanings, the phrase is ambiguous, which means that it "must be construed in favor of the insured." *Lexington*, 311 Conn. at 38.

CONCLUSION

Manufacturers, like other policyholders, rely on courts' application of insurance doctrines developed to protect their interests. The rule that ambiguous policy provisions must be interpreted in favor of coverage serves this function, preventing insurers from making promises that are read broadly at the point of sale but stingily when the insured makes a claim. Here, because the occupational-disease exclusions can reasonably be

understood by policyholders and others in the insurance industry to apply only to claims against the insured by the insured's own current or former employees, the exclusions should be read narrowly by the Court. They should not apply to any claims against R.T. Vanderbilt apart from claims by its own employees.

THE NATIONAL ASSOCIATION OF MANUFACTURERS

Dated: November 13, 2018

By: /s/ 407934
Michael T. McCormack, Esq. – 407934

Michael T. McCormack (Juris No. 407934)
O'SULLIVAN MCCORMACK JENSEN & BLISS PC
Putnam Park, Suite 100
100 Great Meadow Road
Wethersfield, CT 06109
T: 860-258-1993
F: 860-258-1991
mmccormack@omjblaw.com

Peter C. Tolsdorf*
MANUFACTURERS' CENTER FOR LEGAL ACTION
733 10 St. NW, Suite 700
Washington, D.C. 20001
T: 202-637-3100
F: 202-637-3024
ptolsdorf@nam.org

Seth A. Tucker*
Rachel Snidow*
COVINGTON & BURLING LLP
One CityCenter
850 Tenth Street, NW
Washington, DC 20001-4956
T: 202-662-6000
F: 202-662-6291
stucker@cov.com
rsnidow@cov.com

**not admitted in Connecticut*

Attorneys for Amicus Curiae the National Association of Manufacturers

CERTIFICATION OF COMPLIANCE

The undersigned attorney hereby certifies that the foregoing brief complies with all of the provisions of Connecticut Rule of Appellate Procedure § 67-2, specifically § 67-2(g),(i), and (j) as follows:

§ 67-2(g):

1. that on this date, November 13, 2018, the electronically submitted brief has been delivered electronically to the last known email address of each counsel of record for whom an e-mail address has been provided; and

2. the electronically submitted brief has been redacted or does not contain any names or other personal identifying information that is prohibited from disclosure by rule, statute, court order or case law.

§ 67-2(i):

1. that on this date, November 13, 2018, a copy of the brief has been sent by first-class mail, postage prepaid, to each counsel of record at the addresses listed on the attached service list, and to any trial judge (the Honorable Dan Shaban) who rendered a decision that is the subject of the appeal; and

2. the brief being filed with the appellate clerk is a true copy of the brief that was submitted electronically; and

3. the filed paper brief has been redacted or does not contain any names or other personal identifying information that is prohibited from disclosure by rule, statute, court order or case law; and

4. the brief complies with all provisions of Rule 67-2.

§ 67-2(j): a copy of the electronic confirmation receipt indicating that the brief was submitted electronically is accompanying the original brief.

Dated: November 13, 2018

By: /s/ 407934
Michael T. McCormack, Esq. – 407934

Service List

Vanderbilt Minerals, LLC, as successor to R.T. Vanderbilt Company, Inc.

Proloy K. Das
MURTHA CULLINA LLP
CityPlace I
185 Asylum Street, 29th Floor
Hartford, CT 06103
T: 860.240.6000
F: 860.240.6150
pdas@murthalaw.com

Marilyn B. Fagelson
Rachel Snow Kindseth
MURTHA CULLINA LLP
One Century Tower
265 Church Street, 9th Floor
New Haven, CT 06510
T: 203.772.7700
F: 203.772.7723
mfagelson@murthalaw.com
rkindseth@murthalaw.com

Stephen Hoke, Esq. (pro hac vice)
Jacob M. Mihm, Esq. (pro hac vice)
HOKE ATTORNEYS AT LAW, LLC
117 N. Jefferson Street, Suite 100
Chicago, IL 60661
T: 312.575.8576
F: 312.575.8599
shoke@hokellc.com
jmihm@hokellc.com

David Anderson
ANDERSON COVERAGE GROUP LLC
2032 W Irving Park Road
Chicago, IL 60618
T: 773.661.2303
F: 773.250.7474
dave@andersoncoveragegroup.com

Hartford Accident & Indemnity Company
First State Insurance Company
Twin City Fire Insurance Company

Jeffrey J. Tinley
TINLEY NASTRI RENEHAN & DOST
60 North Main Street, 2nd Floor
Waterbury, CT 06702
jtinley@tnrdlaw.com
T: 203.596.9030
F: 203.596.9036

Wayne S. Karbal (pro hac vice)
Alan M. Posner (pro hac vice)
Edward A. Cohen (pro hac vice)
KARBAL, COHEN, ECONOMOU, SILK & DUNNE, LLC
150 S. Wacker Drive, 17th Floor
Chicago, IL 60606
wkarbal@karballaw.com
aposner@karballaw.com
ecohen@karballaw.com
T: 312.431.3700
F: 312.431.3670

Continental Casualty Company
Columbia Casualty Company
Continental Insurance Company
Harbor Insurance Company

Stan R. Dombroski
DOMBROSKI HILLIS
129 Whitney Avenue
New Haven, CT 06510
sdombroski@dkh-law.com
T: 203.624.9096
F: 203.624.1308

Kevin T. Coughlin (pro hac vice)
Lorraine M. Armenti (pro hac vice)
COUGHLIN DUFFY, LLP
350 Mount Kemble Avenue
PO Box 1917
Morristown, NJ 07962-1917
kcoughlin@coughlinduffy.com
larmenti@coughlinduffy.com
T: 973.267.0058
F: 973.267.6442

Kathleen J. Devlin
KINNEY LISOVICZ REILLY & WOLFF, PC
299 Cherry Hill Road
Suite 300
PO Box 912
Parsippany, New Jersey 07054
T: 973.957.2561
F: 973.710.1054
kathleen.devlin@klrw.law

American International Specialty Lines Insurance Company (AISLIC)
Granite State Insurance Company
American International Underwriters Insurance Co.
National Union Fire Insurance Company of Pittsburgh, PA
Certain London Market Insurance Companies
Certain Underwriters at Lloyd's, London
Government Employees Insurance Company

William A. Meehan
SLUTSKY, MCMORRIS & MEEHAN
396 Danbury Road
Wilton, CT 06897
williammeehan@snet.net
T: 203.762.9815
F: 203.762.9864

Alexander Mueller (pro hac vice)
Stephen T. Roberts (pro hac vice)
Robert M. Flannery (pro hac vice)
MENDES & MOUNT, LLP
750 Seventh Avenue
New York, NY 10019
alexander.mueller@mendes.com
stephen.roberts@mendes.com
robert.flannery@mendes.com
T: 212.261.8000
F: 212.261.8750

Continental Casualty Company
Columbia Casualty Company
Continental Insurance Company
Harbor Insurance Company

R. Cornelius Danaher, Jr.
Frank H. Santoro
Michael R. McPherson
DANAHER LAGNESE, PC
21 Oak Street, Suite 700
Hartford, CT 06106
ndanaher@danaherlagnese.com
fsantoro@danaherlagnese.com
mmcpherson@danaherlagnese.com
T: 860.247.3666
F: 860.547.1321

Employers Mutual Casualty Company

James P. Sexton
SEXTON & COMPANY LLC
363 Main Street, 3rd Floor
Hartford, CT 06106
T: 860.325.0073
jsexton@sextoncolaw.com

Daniel Hargraves (pro hac vice)
FREEBORN & PETERS LLP
The Helmsley Building
230 Park Avenue, Ste. 630
New York, NY 10169
T: 212.218.8766
dhargraves@freeborn.com

Old Republic Insurance Company

Michael G. Albano
Peter R. Reynolds
MACDERMID, REYNOLDS & GLISSMAN, PC
86 Farmington Avenue
Hartford, CT 06105
malbano@mrglaw.com
preynolds@mrglaw.com
T: 860.278.1900
F: 860.547.1191

Amy R. Paulus (pro hac vice)
Michael Duffy (pro hac vice)
CLAUSEN MILLER
10 South LaSalle Street
Chicago, IL 60603-1098
apaulus@clausen.com
mduffy@clausen.com
T: 312.855.1010
F: 312.606.7777

Westport Insurance Corporation

Matthew G. Conway
CONWAY STOUGHTON LLC
641 Farmington Ave
West Hartford, CT 06105
mconway@conwaystoughton.com
T: 860.523.8000
F: 860.523.8002

Kevin M. Haas (pro hac vice)
Marianne May (pro hac vice)
CLYDE & CO US LLP
200 Campus Drive
Suite 300
Florham Park, NJ 07932
kevin.haas@clydeco.us
marianne.may@clydeco.us
T: 973.210.6700
F: 973.210.6701

Mt. McKinley Insurance Company
Everest Reinsurance Company
f/k/a Prudential Reinsurance Co.

John F. Conway
LOUGHLIN FITZGERALD P.C.
150 South Main Street
Wallingford, CT 06492
jconway@lflaw.com
T: 866.475.8805
F: 203.269.3487

Michael J. Smith (pro hac vice)
Bryan W. Petrilla (pro hac vice)
STEWART SMITH
300 Four Falls Corporate Center
Suite 670
300 Conshohocken State Rd.
West Conshohocken, PA 19428
msmith@stewartsmithlaw.com
bpetrilla@stewartsmithlaw.com
T: 484.534.8300
F: 484.534.9470

Jeffrey R. Babbin
WIGGIN AND DANA LLP
One Century Tower
265 Church Street
New Haven, CT 06510
jbabbin@wiggin.com
T: 203.498.4400
F: 203.782.2889

Michael Menapace
WIGGIN AND DANA LLP
20 Church Street, 16th Floor
Hartford, CT 06103
mmenapace@wiggin.com
T: 860.297.3733
F: 860.525.9380

Munich Reinsurance America, Inc.
f/k/a American Reinsurance Company

David A. Slossberg
HURWITZ SAGARIN SLOSSBERG
& KNUFF LLC
147 North Broad Street
PO Box 112
Milford, CT 06460-0112
dslossberg@hssklaw.com
T: 203.877.8000
F: 203.878.9800

John E. Rodewald (pro hac vice)
BATES CAREY LLP
191 North Wacker Drive
Suite 2400
Chicago, IL 60606
jrodewald@batescarey.com
T: 312.762.3100
F: 312.762.3200

St. Paul Fire and Marine Insurance Company
Travelers Casualty and Surety Company f/k/a The Aetna Casualty and Surety Company

Kathleen D. Monnes
Erick M. Sandler
DAY PITNEY LLP
242 Trumbull Street
Hartford, CT 06103
kdmonnes@daypitney.com
emsandler@daypitney.com
T: 860.275.0100
F: 860.275.0343

Pacific Employers Insurance Company
Century Indemnity Company
ACE Property & Casualty Insurance Company

Laura P. Zaino
HALLORAN & SAGE LLP
One Goodwin Square
225 Asylum Street
Hartford, CT 06103
zaino@halloransage.com
T: 860.522.6103
F: 860.548.0006

Lawrence A. Serlin (pro hac vice)
BOWMAN & SERLIN
533 Fellowship Road, Suite 120
Mount Laurel, NJ 08054
lawrence.serlin@mclolaw.com
T: 856.380.8900
F: 856.380.8901

Arrowood Indemnity Company
f/k/a Royal Indemnity Company

Lorinda S. Coon
COONEY SCULLY & DOWLING
Hartford Square North
10 Columbus Boulevard
Hartford, CT 06106
lcoon@csd-law.com
T: 860.527.1141
F: 860.247.5215

Robert L. Joyce (pro hac vice)
LITTLETON JOYCE UGETTA PARK & KELLY LLP
The Centre at Purchase
4 Manhattanville Road, Suite 202
Purchase, NY 10577-2100
robert.joyce@littletonpark.com
T: 914.417.3400
F: 914.417.3401

Fireman's Fund Insurance Company
The American Insurance Company

Louis B. Blumenfeld
Lorinda S. Coon
COONEY SCULLY & DOWLING
Hartford Square North
10 Columbus Boulevard
Hartford, CT 06106
lblumenfeld@csd-law.com
lcoon@csd-law.com
T: 860.527.1141
F: 860.247.5215

Lawrence A. Levy (pro hac vice)
Richard S. Feldman (pro hac vice)
RIVKIN RADLER LLP
926 RXR Plaza, West Tower
Uniondale, NY 11556-0926
larry.levy@rivkin.com
richard.feldman@rivkin.com
T: 516.357.3000
F: 516.357.3333

National Casualty Company

Lawrence D. Mason (pro hac vice)
John A. Lee (pro hac vice)
GOLDBERG SEGALLA
311 South Wacker Drive, Suite 2450
Chicago, IL 60606-6627
lmason@goldbergsegalla.com
jlee@goldbergsegalla.com
T: 312.572.8400
F: 312.572.8401

Michael F. Lettiero
GOLDBERG SEGALLA
100 Pearl Street, Suite 1100
Hartford, CT 06103-4506
mlettiero@goldbergsegalla.com
T: 860.760.3300
F: 860.760.3301

International Surplus Lines, Inc.

John L. Altieri, Jr.
BOUTIN & ALTIERI LLC
61 Sherman Street
Fairfield, CT 06824
jaltieri@boutinlaw.com
T: 203.292.6882
F: 603.432.7419

Edward Stein
John M. Leonard
Anderson Kill PC
1055 Washington Boulevard, Suite 510
Stamford, CT 06901
estein@andersonkill.com
jleonard@andersonkill.com
T: 203.388.7950
F: 203.388.0750

Zurich International Ltd.

Mark B. Seiger
Heather L. McCoy
SEIGER GFELLER LAURIE LLP
977 Farmington Ave, Suite 200
West Hartford, CT 06107
mseiger@sgllawgroup.com
hmccoy@sgllawgroup.com
T: 860.760.8400
F: 860.760.8401

Laura A. Foggan
Crowell & Moring LLP
1001 Pennsylvania Ave NW
Washington, DC 20004
lfoggan@crowell.com
T: 202.624.2500
F: 202.628.5116