**IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA**

**No. 22-564**



**ACE AMERICAN INSURANCE COMPANY,**
**ACE PROPERTY & CASUALTY INSURANCE COMPANY,**

***Defendants Below, Petitioners,***

**v.**

**AMERISOURCEBERGEN DRUG CORPORATION, and**
**BELLCO DRUG CORPORATION,**

***Plaintiffs Below, Respondents.***

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# PETITIONERS' REPLY

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## PRELIMINARY STATEMENT

The Circuit Court originally imposed an antisuit injunction to address defendant St. Paul's initiation of a parallel suit in California. On appeal, this Court found that, due to the Circuit Court's finding that the California action was initiated with an "improper purpose," an antisuit injunction could be supported. *St. Paul Fire & Marine Ins. Co. v. AmerisourceBergen Drug Corp.*, — W. Va. —, 868 S.E.2d 724, 736 (2021). This Court nevertheless vacated the injunction because it was overbroad to the extent it prevented ACE (and St. Paul) from effectively responding to claims brought by other insurers that are ***not parties below***. *Id.* Those non-parties have now initiated new lawsuits in Delaware. Yet, although the Circuit Court's renewed antisuit injunction rests on findings that *still* apply only to St. Paul's California action, the Circuit Court's order unfairly prevents ACE from fully litigating in Delaware. The lack of any findings as to why equity compels an injunction as to the Delaware actions means that the renewed injunction lacks the legal support this Court found critical for an antisuit injunction. The injunction must be reversed or, at a minimum, modified so as not to apply to the Delaware actions.

In its response brief, AmerisourceBergen does not assert that the Delaware actions were initiated with any "improper purpose." Nor does AmerisourceBergen contest that the Delaware actions will proceed, regardless of whether the antisuit injunction stands. The Delaware plaintiffs are not parties below and thus not subject to the Circuit Court's jurisdiction. And AmerisourceBergen also does not dispute—in fact it simply ignores—that the Delaware plaintiffs are not subject to the Circuit Court's jurisdiction because ***AmerisourceBergen chose not to include them in its West Virginia action***. Despite numerous opportunities to do otherwise—including when the Circuit Court's first antisuit injunction order specifically invited it to add insurers as parties—AmerisourceBergen chose to exclude the Delaware plaintiffs from

the litigation below. Thus, at least as to the Delaware actions, AmerisourceBergen created the very situation it seeks to address through the "exceptional remedy" of an antisuit injunction. *Id.* at 734.

In these circumstances, the antisuit injunction order cannot stand. As explained in ACE's opening brief and addressed further below, (i) the Circuit Court failed to make any relevant findings that could support the exceptional remedy as to the Delaware actions, (ii) the elements of an antisuit injunction cannot be satisfied as to the Delaware actions, and (iii) the injunction is overbroad to the extent it applies to non-parties based solely on corporate affiliation with ACE. AmerisourceBergen failed to effectively address any of these objections. Accordingly, the antisuit injunction should be reversed, or at least modified so as not to apply to (i) the Delaware actions and (ii) affiliates of ACE not parties in West Virginia.[1]

## ARGUMENT

### I. The Antisuit Injunction Cannot Apply To The Delaware Actions Because The Circuit Court Failed To Make Any Relevant Findings Applicable To Those Actions.

The mere existence of parallel litigation is not a sufficient basis for an antisuit injunction, even where that parallel litigation raises the possibility of inconsistent judgments. *See* Op. at 18–

[1] AmerisourceBergen acknowledges that this appeal "does not involve a question of insurance coverage," Resp. at 1, yet it gratuitously includes statements in its brief that treat undecided issues related to coverage as though they have been finally decided. For example, AmerisourceBergen describes the underlying action as about whether insurers "should fund the defense and settlement of prescription opioid liability lawsuits *alleging bodily injuries*." *Id.* at 1, 8 (emphasis added). But whether a governmental opioid lawsuit alleges "bodily injury," as that term is defined in the policy, is an issue raised in the currently pending motions for summary judgment before the Circuit Court. And, notably, since this Court's decision on the first anti-suit injunction, two state Supreme Courts have ruled—contrary to AmerisourceBergen's statement in its response brief—that governmental Opioid Lawsuits are *not* covered under commercial general liability policies because they do *not* allege "damages because of bodily injury" as those terms are used in the policies. *Acuity v. Masters Pharm., Inc.*, — N.E.3d —, 2022 WL 4086449 (Ohio Sept. 7, 2022) (governmental opioid lawsuits are not covered because they do not allege "damages because of bodily injury") *ACE Am. Ins. Co. v. Rite Aid Corp.*, 270 A.3d 239 (Del. 2022) (same).

19, & nn. 6–7; *see also Laker Airways Ltd. V. Sabena, Belgian World Airlines*, 731 F.2d 909, 928–29 (D.C. Cir. 1984). In its response, AmerisourceBergen does not dispute that parallel litigation alone is insufficient to justify an injunction. Nor could it. In its prior decision on the Circuit Court's original antisuit injunction, this Court held that—consistent with the rule that parallel litigation is insufficient on its own—the proponent of the injunction must demonstrate that this "exceptional remedy" is appropriate because "equity ***compels***" its entry. *St. Paul*, 868 S.E.2d at 734 (emphasis added). Moreover, in entering an antisuit injunction, the Circuit Court was required to have "clearly and finely tailored a connection between the relief sought in ABDC's West Virginia action and the prohibition of the parties' actions [in Delaware]." *Id.* at 734, 737. Thus, the Circuit Court must tailor the scope of the injunction to its justification.

When it came to St. Paul's California action, this Court held that an injunction could be entered as to that action because of two critical findings (1) St. Paul *instituted* competing parallel litigation in California, and (2) the Circuit Court found that "St. Paul's parallel suit in California was *filed for improper purposes*." *Id.* at 735–36 (emphasis added). And in its renewed injunction order, the Circuit Court again made those same findings as to St. Paul's California action. But the Circuit Court made no similar findings as to the Delaware actions. Instead, the Order's only mention of the Delaware actions was to note their existence, when it stated that "various insurers"—all non-parties in AmerisourceBergen's West Virginia action (unlike St. Paul)—"have now initiated claims against ABDC in the State of Delaware." *See* SPApp.13036, ¶ 196; Resp. at 34. The Circuit Court thus failed to find that "equity compels" an injunction as to the non-party insurers' Delaware actions, and also failed to "clearly and finely tailor[] a connection" between the injunction's scope and its stated justification—*i.e.*, the finding of ***St. Paul's*** improper purposes in California.

AmerisourceBergen insists the Circuit Court's passing reference to the Delaware actions is sufficient to support the injunction because the Circuit Court also stated "that the threat that Insurer Defendants will initiate ***new collateral coverage actions*** in one or more jurisdictions necessitates the entry of the Injunction." *See* Resp. at 34 (emphasis by AmerisourceBergen) (quoting SPApp.13036, ¶ 195). But because the Circuit Court ***failed to make any findings*** relevant to the Delaware actions (let alone any finding that the Delaware actions were filed for an improper purpose), Amerisource's argument boils down to having nothing to support the injunction as to the Delaware actions except their mere existence, which the law does not support. Op. at 18–19, & nn. 6–7 (collecting cases); *see also BAE Sys. Tech. Sol. & Servs., Inc. v. Republic of Korea's Def. Acquisition Program Admin.*, 884 F.3d 463, 480 (4th Cir. 2018) ("[P]arallel proceedings are common, and an anti-suit injunction is not appropriate every time parallel proceedings may occur").

In an attempt to avoid this deficiency, AmerisourceBergen argues that if the injunction's effect did not apply to the Delaware actions, St. Paul and ACE "could simply cease litigating that specific action and move on to another jurisdiction, which would then require the other party (here, ABDC) to seek another anti-suit injunction." Resp. at 33. But this "whack-a-mole" concern (*id.* at 6) is misplaced. ACE has not instituted *any* litigation against AmerisourceBergen, but *other insurers* that are *not parties* to the West Virginia action initiated the Delaware actions and named ACE and St. Paul as defendants. That is a critical difference between St. Paul's California action and the Delaware actions. It means that the Circuit Court's finding of St. Paul's "improper purposes" that supported the injunction as to the California action is simply *not applicable* to the Delaware actions. *See St. Paul*, 868 S.E.2d at 736–37. It also

means that the Delaware actions will continue against AmerisourceBergen regardless of whether ACE and St. Paul are enjoined from full participation in it.

AmerisourceBergen cannot be heard to complain about this state of affairs. As is discussed further below, the ability of the non-party insurers to initiate the Delaware actions stems directly from ***Amerisource's strategic decision to omit them from the West Virginia action in the first place***. AmerisourceBergen then doubled down. After St. Paul initiated its California action, the Circuit Court provided AmerisourceBergen an opportunity to amend the pleadings "to ensure that *all issues, parties, and insurance policies* the parties believe are necessary to protect their legitimate interests are included in this action." SPApp.01985 ¶ 162 (emphasis added). AmerisourceBergen again declined to add the other Insurers. And when AmerisourceBergen moved to dismiss the crossclaims against it asserted by other insurers in the California action, AmerisourceBergen even told the California Court that Delaware, among other jurisdictions, would be a more appropriate forum to litigate those other insurers' claims. *See infra* II.A.

The Circuit Court's Order failed to consider *any* of these circumstances unique to the Delaware actions. Given that the Delaware actions were initiated by non-parties that AmerisourceBergen deliberately excluded in West Virginia in a forum where AmerisourceBergen invited those non-parties to sue, it is insufficient to look to the Circuit Court's finding of St. Paul's "improper purposes" in filing the California Action to determine that "equity compelled" enjoining ACE's full participation in Delaware. This Court's prior decision required that the Circuit Court do more to justify the antisuit injunction as it applies to the Delaware actions. *See St. Paul*, 868 S.E.2d at 737 ("[T]he circuit court's order should have clearly and finely tailored a connection between the relief sought in ABDC's West Virginia

action and the prohibition of the parties' actions in California."). On remand, the Circuit Court failed to do so.

Finally, AmerisourceBergen notes in its response brief that "ACE has not previously raised this argument," Resp. at 31, but that is misleading. In opposition to AmerisourceBergen's renewed motion for an antisuit injunction below, ACE and the other defendants specifically argued that no injunction should be entered in light of the Delaware actions, and that an antisuit injunction cannot apply to actions initiated by other non-party insurers because, among other reasons, "[t]hose non-parties are not subject to the jurisdiction of this Court and their claims will proceed regardless of any injunction entered here." SPApp.11220 ¶ 33. But the Circuit Court's order failed entirely to address that difference and made no effort to determine whether equity compelled an injunction as to the Delaware actions initiated by non-parties and the California action initiated by Defendant St. Paul. That failure is reversible error, and ACE is entitled to argue so to this Court.

The Circuit Court's failure to make the requisite findings to support an injunction as to the Delaware actions provides a sufficient basis for the injunction to be reversed or, at a minimum, modified to the extent it bars ACE from participating in the Delaware actions.

## II. The Elements Of An Antisuit Injunction Cannot Be Satisfied As To The Delaware Actions

### A. Equity Cannot Compel An Antisuit Injunction Because The Delaware Actions Were Not Filed For An Improper Purpose

When this Court "f[ou]nd no error" by the Circuit Court in concluding that an injunction was warranted as to St. Paul's California action, the key to that holding was that "[t]he circuit court fairly concluded that St. Paul's parallel suit in California was filed for improper purposes, namely forum shopping and the disruption of the orderly resolution of the West Virginia suit."

*St. Paul*, 868 S.E.2d at 736. Accordingly, "the [Circuit C]ourt did not abuse its discretion in finding *equity compelled* an order." *Id.* (emphasis added).

That finding does not and cannot apply to the Delaware actions. The Delaware actions were initiated by insurers that are not parties to AmerisourceBergen's West Virginia action, and there is no suggestion that they are attempting to disrupt its orderly resolution. Indeed, AmerisourceBergen is arguing to this Court that the injunction is necessary "only because ***St. Paul***"—not the Delaware plaintiffs (or ACE)—"threatened the circuit court's jurisdiction by filing the duplicative suit in California." Resp. Br. at 39, *St. Paul Fire & Marine Ins. Co. v. AmerisourceBergen Drug Corp.*, 22-575 (W. Va. Nov. 28, 2022) (emphasis by AmerisourceBergen). Nor can the injunction be supported by AmerisourceBergen's bald claim that ACE is "currently colluding" with the Delaware plaintiffs. The ***only*** basis AmerisourceBergen points to for this assertion is a run-of-the-mill agreement between Arrowood and ACE to extend ACE's obligation to file its answer in Delaware until AmerisourceBergen's motion to dismiss or stay the case is resolved. Resp. at 19, 28, 35. Such a routine extension for efficiency purposes obviously does not suggest "colluding" to frustrate the Circuit Court's jurisdiction.

Moreover, AmerisourceBergen all but invited the Delaware plaintiffs to file suit there. In moving to dismiss the Delaware plaintiffs' then-pending California crossclaims, on grounds of personal jurisdiction and *forum non conveniens*, AmerisourceBergen insisted to the California court that "West Virginia, Pennsylvania, *or Delaware are far more suitable forums*" than California. SPApp.02490–91 (emphasis added). And when the Delaware plaintiffs took AmerisourceBergen up on the invitation and filed suit in Delaware, AmerisourceBergen then moved to dismiss or stay the Delaware actions on *forum non conveniens* grounds. Tellingly,

AmerisourceBergen fails to even address this point in its response brief. At bottom, without any "improper purpose" from the Delaware plaintiffs, there is no basis for AmerisourceBergen to argue that "equity compels" an antisuit injunction as to the Delaware actions.

Rather, AmerisourceBergen argues that an antisuit injunction as to the Delaware actions is necessary because those actions *could* pose a "threat to [the] West Virginia court's jurisdiction" because the Delaware court *may* "issue[] rulings that might influence, through preclusion or otherwise, what the West Virginia court is asked to decide." Resp. at 31–32. But AmerisourceBergen nowhere addresses the fact that the "threat" it raises only exists because of *AmerisourceBergen's own strategic choices*.

AmerisourceBergen *chose* to limit its West Virginia action to adjudicating insurance coverage to a small subset of the Opioid Lawsuits. And AmerisourceBergen *chose* to limit its West Virginia action to a small subset of its insurers and a small subset of the commercial general liability insurance it has purchased. And, in January 2021, when the Circuit Court issued its first antisuit injunction order, the Circuit Court gave AmerisourceBergen a new opportunity to amend the pleadings "to ensure that *all issues, parties, and insurance policies* the parties believe are necessary to protect their legitimate interests are included in this action." SPApp.01985 ¶ 162 (emphasis added). Yet AmerisourceBergen *chose* again to exclude from this case those insurers who are now plaintiffs in Delaware.

Moreover, since October 2019, despite deliberately omitting those insurers from the West Virginia action, AmerisourceBergen *has apparently been sending notices to the Delaware plaintiff insurers seeking defense and indemnification for the Opioid Lawsuits. See, e.g.*, SPApp.03333–34 ¶¶ 47–52 (Mar. 1, 2022 Arrowood Del. Am. Compl.) ("On October 16, 2019, AmerisourceBergen – through counsel – sent a letter to Arrowood notifying Arrowood for the

time of the Opioid Lawsuits and *seeking defense indemnification under certain of the Arrowood Policies* . . . ." (emphasis added)); SPApp.02098–99 ¶¶ 36–37 (Nat'l Union Cal. Cross-Complaint) (detailing notices of Opioid Lawsuits provided by AmerisourceBergen to National Union).

AmerisourceBergen cannot now claim that equity *compels* an antisuit injunction because those insurers are seeking declarations as to their rights and obligations in a forum other than West Virginia. The "threat" AmerisourceBergen complains of is of its own making. And, in any event, whether the Delaware actions proceed cannot be determined by whether the injunction stands because the Delaware plaintiffs are not bound by it.

Nor can AmerisourceBergen claim that ACE has acted with any improper purpose, nor has any Court ever made such a finding as to ACE. ACE has not instituted litigation against AmerisourceBergen in *any* forum, but rather has only been named as a defendant in West Virginia by AmerisourceBergen and now in Delaware by Arrowood. ACE seeks only to zealously defend its interests in both forums.

Far from compelling an injunction, equity here compels reversing the injunction or, at a minimum, modifying it so as not to apply to the Delaware actions.

### B. ACE Will Suffer Substantial Prejudice If AmerisourceBergen Litigates Key Issues Of Insurance Coverage In Delaware While ACE's Full Participation Is Enjoined.

AmerisourceBergen does not dispute that if the injunction remains in place, ACE would not be able to fully participate in the Delaware actions. This Court vacated the first injunction because it amounted to "an abuse of discretion in its breadth and focus" because it "precludes . . . the five insurers who are parties to the West Virginia action from effectively responding" to claims brought by non-party insurers. *St. Paul*, 868 S.E.2d at 736. But once again, the renewed antisuit injunction impairs ACE's ability to effectively respond in the Delaware actions because

it cannot levy crossclaims against AmerisourceBergen and thus fully participate in any litigation over key issues of insurance coverage in those actions.

AmerisourceBergen argues that this potential prejudice is based on a "false assertion" because "[t]he Renewed Injunction prevents ACE and ABDC from litigating the same or substantially similar disputes ***against each other*** in other forums" while "ACE is free to respond to Arrowood in Delaware and defend its position." Resp. at 35–36 (emphasis by AmerisourceBergen). But AmerisourceBergen's argument ignores reality.

Arrowood's claim against ACE is contingent on the Delaware court first finding that Arrowood owes coverage obligations *to AmerisourceBergen*. Specifically, Arrowood's claim against ACE states:

> *If Arrowood is determined to have any obligation to provide coverage for any of the Opioid Lawsuits* that are the subject of this case, Arrowood seeks a declaration as to the scope and amount of coverage required to be provided by Arrowood and by each of the St. Paul Insurers and the [ACE] Insurers under the terms, provisions, definitions, conditions and exclusions of their respective policies.

SPApp.03340 ¶ 68 (emphasis added); *see also id.* ¶¶ 71, 75. Thus, any potential obligation ACE owes to Arrowood would logically come after the Delaware court makes determinations as to Arrowood's obligations to AmerisourceBergen.

If ACE remains enjoined and is only permitted to litigate Arrowood's contingent claim against it, AmerisourceBergen and Arrowood will first litigate—including developing a discovery record and engaging in motion practice—key coverage issues while ACE is indeed forced by the antisuit injunction to sit on the sidelines. Should AmerisourceBergen prevail against Arrowood, Arrowood will seek contribution from ACE ***based on the record and rulings that were developed in ACE's absence***. Thus, "because the actions between

[AmerisourceBergen] and certain [Delaware] plaintiffs will be proceeding, it would be inequitable to exclude [ACE] from participating in that litigation." *N. River Ins. Co. v. Mine Safety Appliances Co.*, 2013 WL 6713229, at *9 (Del. Ch. Dec. 20, 2013).[2]

AmerisourceBergen does not deny that key coverage issues in Delaware could be adjudicated between AmerisourceBergen and Arrowood in ACE's absence. Rather, it claims that is too bad because "ACE can protect its interests simply by proceeding with the case in the circuit court." Resp. at 37. Again, AmerisourceBergen misses the point. ACE continues to fully litigate in the Circuit Court the limited action that AmerisourceBergen filed there. In the Circuit Court, the parties are litigating coverage as to a single Opioid Lawsuit—the WVAG Action—and the litigation will expand to include other West Virginia Opioid Lawsuits thereafter. The Delaware actions are far broader and seek determinations as to the thousands of opioid lawsuits pending against AmerisourceBergen brought across the country. There is no basis for AmerisourceBergen to claim that ACE's interests are fully protected by litigating the West Virginia action.

And as ACE explained in its opening brief, the potential prejudice to ACE is magnified by the fact that ACE's interests are not fully aligned with the Delaware plaintiff insurers. Because the insurers issued policies to AmerisourceBergen that cover different time periods, ACE and Arrowood would likely take different positions on which year of insurance policies (if any) are triggered to provide coverage to AmerisourceBergen. AmerisourceBergen does not deny that the injunction would preclude ACE from fully participating in the litigation should the

[2] In its response brief, AmerisourceBergen attempts to distinguish *North River* based on the fact that ACE can "appear[] in Arrowood's ongoing litigation in Delaware and respond[] to Arrowood's Delaware complaint." Resp. at 36. But, for the reasons noted above, that is no consolation. If ACE cannot bring its cross claims against AmerisourceBergen, the key coverage issues will be litigated without ACE being able to meaningfully participate.

Delaware court be called upon to resolve between AmerisourceBergen and Arrowood which policy years are triggered. That silence imposed on ACE is patently prejudicial to it.

Finally, AmerisourceBergen's assertion that ACE should have joined AmerisourceBergen's motion to dismiss or stay the Delaware actions is nonsensical. Resp. at 7, 19, 25, 35. AmerisourceBergen moved to dismiss or stay the Delaware actions based on either the California action—where the Delaware plaintiffs' claims are not pending—or this action, where the Delaware plaintiffs are not parties. ACE could not join AmerisourceBergen's motion, which has no basis in fact or law. Even more fundamentally, ACE's relief from being improperly enjoined by the Circuit Court is to pursue this appeal, not to object in Delaware to other insurers (that AmerisourceBergen declined to name here) from pursuing their claims against AmerisourceBergen.

Accordingly, the antisuit injunction must be reversed or, at a minimum, modified so as not to apply to the Delaware actions.

## III. The Antisuit Injunction Improperly Applies To Entities Not Party To The West Virginia Action.

In its opening brief, ACE pointed out that the injunction order is ambiguous on its face as to whether it applies only to entities that are actually parties to the West Virginia Action or whether it also enjoins other entities that have a corporate affiliation with those parties. On the one hand, the injunction purports to enjoin "all *parties*," but enjoins those parties from pursuing collateral litigation concerning "insurance policies issued by the Insurer Defendants in this case *or their predecessors and affiliates*." SPApp.13040–41 (emphases added). As an initial matter, if the Court reads the injunction order as enjoining ACE only and not its corporate affiliates—such as Federal and IINA, which issued policies to AmerisourceBergen predecessors from 1995 to 2001—the Court could clarify the order as such without reversing it on this ground.

According to AmerisourceBergen, however, no such ambiguity exists. Instead, AmerisourceBergen believes that the injunction would apply "[r]egardless of which Travelers entity or Chubb entity has its name on the policy" because "collateral suits seeking coverage determinations for the prescription opioid liability lawsuits have the potential to threaten the jurisdiction of the circuit court." Resp. at 38. But AmerisourceBergen's reading of the injunction cannot possibly be correct because it would result in entities that are not subject to the jurisdiction of the Circuit Court being enjoined by the order. Op. at 25–27.

As this Court has made clear, "the corporate form will never be disregarded lightly" and a "mere showing that one corporation is owned by another or that they share common officers is not a sufficient justification for a court to disregard their separate corporate structure." *S. States Co-op. Inc. v. Dailey*, 167 W. Va. 920, 930, 280 S.E.2d 821, 827 (1981). AmerisourceBergen ignores this rule entirely. It instead refers to any "Chubb entity" being enjoined so long as it brings a "similar" suit in another jurisdiction. But "Chubb" did not issue the policies at issue in the Circuit Court. Those policies were issued by petitioners ACE Property & Casualty Insurance Company and ACE American Insurance Company, which are the "Chubb entities" AmerisourceBergen named as defendants below. Those are different entities from Federal and IINA, even though they may today all fall within the Chubb corporate umbrella.

And as ACE noted in its opening brief, notwithstanding their common ownership today, ACE's, Federal's, and IINA's interests do not necessarily align. Having issued policies to AmerisourceBergen applicable to different years, they might have different arguments as to when coverage is triggered. Regardless, "mutuality of interest" is also "not a sufficient justification for a court to disregard their separate corporate structure." *S. States Co-Op.*, 167 W. Va. at 930, 280 S.E.2d. at 827.

Finally, contrary to AmerisourceBergen's suggestion, the fact that the injunction "included limitations" does not cure the problem. Resp. at 38. The "limitations" AmerisourceBergen points to would enjoin litigation with respect to any insurance policy "written on forms that are substantially similar to the forms at issue in this case." Resp. at 39; SPApp.13041. On that score, Federal and IINA are no differently situated from the Delaware plaintiffs who have put similar issues before the Delaware court on similar insurance policy forms. None of those entities are parties to the West Virginia Action, and none of them can be subject to any injunction it issues. The only difference is that Federal and IINA share common ownership with ACE, but AmerisourceBergen has not even *attempted* to show why the corporate form should be disregarded.

At the very least, then, the antisuit injunction must be reversed or modified to the extent it applies to affiliates of ACE that are not parties below.

## CONCLUSION

For the foregoing reasons, the Order should be reversed or, at a minimum, modified so as not to apply to (i) the Delaware actions and (ii) affiliates of ACE not parties in West Virginia.

Respectfully submitted,

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