STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PROVIDENCE, SC. **SUPERIOR COURT**

[Filed: December 11, 2015]

ALISSA MOULTON; AIDEN ARANGO P.P.A. ALISSA MOULTON, MOTHER AND NEXT BEST FRIEND	:	
vs.	:	**C.A. No. PC-2012-1477**
UTGR, INC., d.b.a. TWIN RIVER; TWIN RIVER MANAGEMENT GROUP, INC.; TWIN RIVER WORLDWIDE HOLDINGS, INC., f.k.a. BLB WORLDWIDE HOLDINGS, INC.; BLB INVESTORS, L.L.C.; ZURICH AMERICAN INSURANCE COMPANY; AMERICAN INTERNATIONAL GROUP, INC.; NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA; THE TRAVELERS COMPANIES, INC.; ST. PAUL FIRE AND MARINE INSURANCE COMPANY; CRUM & FORSTER HOLDING INC.; NORTH RIVER INSURANCE COMPANY; LME ENTERPRISES, INC., d.b.a. ROYAL LIQUORS, INC.; ALEXANDER ARANGO	:	

DECISION

CARNES, J. This matter came to be heard on November 9, 2015, before the Superior Court, Carnes, J., on Motions for Summary Judgment filed by Defendants Zurich American Insurance Company (Zurich), American International Group, Inc. (AIG), National Union Fire Insurance Company of Pittsburgh, PA (NUFIC), The Travelers Companies, Inc. (Travelers), St. Paul Fire and Marine Insurance Company (SPFMIC), Crum & Forster Holding Inc. (Crum & Forster), and

North River Insurance Company (North River) (collectively, Insurance Defendants). Insurance Defendants seek summary judgment on the basis that the direct actions against Insurance Defendants are improper under G.L. 1956 § 27-7-2.4 and the circumstances of this case. Jurisdiction is pursuant to G.L. 1956 § 8-2-14.

I

Facts & Travel

On April 24, 2010, Plaintiff Alissa Moulton (Moulton) was a passenger in a vehicle operated by Alexander Arango (Arango). Moulton, who was injured when Arango lost control of the vehicle, is now paralyzed. In addition to naming Arango as a Defendant, Moulton and her co-Plaintiff, Aiden Arango,[1] are pursuing claims against UTRG, Inc., d.b.a. Twin River; Twin River Management Group, Inc., f.k.a. BLB Management Services, Inc.; Twin River Worldwide Holdings, Inc., f.k.a. BLB Worldwide Holdings, Inc.; BLB Investors, L.L.C.; and LME Enterprises, Inc., d.b.a. Royal Liquors, Inc.

Moulton alleges that on April 24, 2010, Arango was under the legal drinking age of twenty-one and was served alcoholic beverages by both Twin River Casino and Royal Liquors.[2] Moulton argues that Twin River is liable under Rhode Island's Dram Shop Act. In support, Moulton claims that Arango was visibly intoxicated, and Twin River acted negligently by providing alcoholic beverages to Arango despite his age and impairment. Moulton asserts that the negligence of Twin River actually and proximately caused her injuries.

In addition, Moulton has filed direct claims against Insurance Defendants under § 27-7-2.4, "Direct action against insurer upon filing for bankruptcy." These claims gave rise to the

[1] Aiden Arango is Moulton's minor child and is seeking to recover by and through Moulton, his mother and next best friend.
[2] These Motions for Summary Judgment do not concern the claims against Royal Liquors.

Motions for Summary Judgment before the Court. Section 27-7-2.4 reads, in pertinent part, as follows:

> "Any person, having a claim because of damages of any kind caused by the tort of any other person, may file a complaint directly against the liability insurer of the alleged tortfeasor . . . whenever the alleged tortfeasor files for bankruptcy, involving . . . a chapter 11 reorganization for the benefit of creditors . . . provided that the complaining party shall not recover an amount in excess of the insurance coverage available for the tort complained of."

Moulton argues that under § 27-7-2.4, she is entitled to pursue claims against Insurance Defendants, in addition to the Twin River entities. Moulton posits that Insurance Defendants are directly liable for her injuries as the insured, Twin River, was undergoing a bankruptcy proceeding seeking a chapter 11 reorganization on the date of the accident. In support of her claims, Moulton contends that on its face, § 27-7-2.4 contemplates the type of action that she has taken against Insurance Defendants and does not prohibit her from bringing simultaneous claims against an insurance provider and an insured party. Moulton further contends that her direct claims are permitted by an Order of the U.S. Bankruptcy Court for the District of Rhode Island and Rhode Island case law.

Insurance Defendants, in support of their Motions for Summary Judgment, contend otherwise. Zurich, AIG, NUFIC, Travelers, SPFMIC, and North River assert that § 27-7-2.4 is a substitution statute, which does not permit Moulton to bring claims against both an insurance provider and its insured as part of the same lawsuit. While they concede that Twin River was undergoing bankruptcy proceedings at the time of the accident, SPFMIC and AIG posit that those bankruptcy proceedings no longer shield Twin River from liability as the entity has emerged from bankruptcy. Therefore, the policy behind § 27-7-2.4—to provide a direct avenue of redress to an injured plaintiff when the tortfeasor is protected from bankruptcy proceedings—

is not furthered because Twin River is subject to judgment. Crum & Forster, Travelers, and AIG further contend that they are not liability insurers under § 27-7-2.4 and therefore, may not be named as defendants under the statute.[3] Finally, North River contends that the Bankruptcy Court Order referenced by Moulton is not binding upon this Court. AIG makes a similar argument while adding that, even if the Order of the Bankruptcy Court were binding upon this Court, the provision that permits simultaneous claims against both Insurance Defendants and Twin River should be stricken from the Order as it broadens the scope of statutory law.

The Court finds that the Insurance Defendants' Motions are dispositive upon addressing (1) whether § 27-7-2.4 is a substitution statute that does not permit simultaneous direct actions against an insurer and insured; and (2) whether the Bankruptcy Court Order is binding upon this Court.

II

Standard of Review

Before granting a motion for summary judgment, the trial court is required to review the pleadings, as well as affidavits, admissions, answers to interrogatories, and other appropriate

[3] While this issue is rendered moot based on the holdings of this Court, the Court does acknowledge that Crum & Foster, Travelers, and AIG do not appear to be insurance companies under § 27-7-2.4. The above insurance companies have repeatedly denied that they issued the relevant insurance policies to Twin River. See Crum & Foster Mem. Exs. A-B; Travelers Mem. Exs. A-B; D; AIG Mem. Exs. J-L. It is clear from reviewing the insurance policies that Crum & Foster, Travelers, or AIG did not issue the policies. The policies were issued by North River, SPFMIC, and NUFIC. Crum & Foster is the parent company of North River, Travelers of SPFMIC, and AIG of NUFIC. It is well-settled that a parent company is not liable on behalf of its subsidiary absent a showing of control. See UST Corp. v. Gen. Rd. Trucking Corp., 783 A.2d 931, 940-41 (R.I. 2001) (citing Doe v. Gelineau, 732 A.2d 43, 48 (R.I. 1999); Miller v. Dixon Indus. Corp., 513 A.2d 597, 604 (R.I. 1986)). Moulton has fallen far short of evidencing control, merely relying on the presence of logos and gratuitous catch phrases. For these reasons, the Court recognizes in dicta that Crum & Foster, Travelers, and AIG are not insurance companies under § 27-7-2.4 in this action. As a result, the direct actions against these Insurance Defendants could be dismissed additionally on these particular grounds.

evidence from a perspective most favorable to the non-moving party. Steinberg v. State, 472 A.2d 338, 340 (R.I. 1981). If no issue of material fact exists after such review, the moving party is entitled to judgment as a matter of law, and the trial justice is permitted to grant the motion for summary judgment. Id.; see also Hale v. Marshall Contractors, Inc., 667 A.2d 1252, 1253-54 (R.I. 1995); Super. R. Civ. P. Rule 56(c). A trial justice presented with a motion for summary judgment may not rule on the weight or credibility of the evidence presented. Instead, his or her only function is to determine whether any issues of material fact exist and, if they do, to deny the motion for summary judgment. Indus. Nat'l Bank v. Peloso, 121 R.I. 305, 307, 397 A.2d 1312, 1313 (1979).

Although the Rhode Island Supreme Court has the last word regarding questions of statutory construction, Generation Realty, LLC v. Catanzaro, 21 A.3d 253, 260 (R.I. 2011), the primary goal of courts engaging in the process is to determine and effectuate the intent of the General Assembly. Id. at 259. Thus, the words used in a statute should be interpreted reasonably, and in the manner most likely to accomplish the intent and purpose of the Legislature. Pucci v. Algiere, 106 R.I. 411, 421, 261 A.2d 1, 8 (1970). It is also the responsibility of the Court, however, to construe the laws of the state in a manner consistent with state policy, as expressed in the state's scheme. State v. Enos, 21 A.3d 326, 330-31 (R.I. 2011). It is therefore not improper for the Court to examine the context in which a statute was drafted in order to ascertain its meaning. Id. at 331.

III

Analysis

A

G.L. 1956 § 27-7-2.4

Section 27-7-2 begins by creating a prohibition on direct action against insurance providers. Sec. 27-7-2 ("An injured party . . . in his suit or her suit against the insured, shall not join the insurer as a defendant."). However, § 27-7-2.4 creates an exception, under certain circumstances, for the filing of a direct action against an insurance provider. The Rhode Island Supreme Court declared in Giroux v. Purington Bldg. Sys., Inc., 670 A.2d 1227, 1229 (R.I. 1996) that the provisions of § 27-7-2.4 "clearly and unambiguously" allow a plaintiff to substitute the liability insurer of a tortfeasor as a defendant if the tortfeasor files for bankruptcy protection. In D'Amico v. Johnston Partners, 866 A.2d 1222, 1224 (R.I. 2005), that same Court offered a similar reading of a direct action exception found in § 27-7-2.[4] There, the Court found that § 27-7-2 permitted the substitution of an insurer following a non est inventus return of process. Id. The First Circuit Court of Appeals in Rosciti v. Ins. Co. of Pennsylvania, 659 F.3d 92, 98 (1st Cir. Oct. 7, 2011) offered its interpretation of § 27-7-2.4, adopting the reasoning of the Rhode Island Supreme Court, finding that "§ 27-7-2.4 reflects the Legislature's intent to preserve a tort victim's right of recovery when the insured becomes insolvent."

Section 27-7-2.4 does not, as Moulton contends, allow for "broad access to direct actions . . . whenever a bankruptcy has been filed." (Pl.'s Mem. of Law in Supp. of Obj. to Mots. For Summ. J. of Zurich, SPFMIC, and NUFIC 13). Rather, the intent of the statute, according to the

[4] Section 27-7-2 of the Rhode Island General Laws reads, in pertinent part, as follows: "If the officer serving any process against the insured shall return that process "non est inventus" . . . the injured party, and, in the event of that party's death, the party entitled to sue for that death, may proceed directly against the insurer."

Rhode Island Supreme Court, is "to give an aggrieved and injured party the right to proceed directly against an insurer in those circumstances in which the tortfeasor has sought protection under the applicable provisions of the United States Bankruptcy Code." D'Amico, 866 A.2d at 1229. In other words, § 27-7-2.4 is a substitution statute, enacted to provide recourse to injured plaintiffs through the liability insurer of a bankrupt defendant. See Providence Journal Co. v. Rodgers, 711 A.2d 1131, 1134 (R.I. 1998) ("[W]hen interpreting a legislative enactment that contains ambiguous language, [the Court] 'constru[es] the enactment so as to effectuate the intent of the Legislature. * * * In so doing, [the] Court examines statutory provisions in their entirety, attributing to the act the meaning most consistent with the policies and purpose of the Legislature.'") (Alterations in original) (quoting In re Advisory to the Governor (Judicial Nominating Comm'n), 668 A.2d 1246, 1248 (R.I. 1996)). Adopting Moulton's interpretation would undermine the Legislature's general view on direct actions against insurance companies by allowing a plaintiff to proceed against an insurer even when the tortfeasor is no longer protected by a bankruptcy proceeding.

Moulton argues, nonetheless, that § 27-7-2.4 cannot be a substitution statute. If it were, she asserts that then, the Rhode Island Supreme Court would not have allowed the original defendants in Giroux, as well as in Peloquin v. Haven Health Center of Greenville, LLC, 61 A.3d 419 (R.I. 2013), to remain involved in their respective lawsuits while they received protection from the bankruptcy courts. However, Moulton overlooks the ways in which Giroux and Peloquin are factually distinct from the case at bar.

In Giroux, the plaintiff, Richard Giroux (Giroux), suffered a workplace injury when he was struck by a section of prefabricated roof decking. 670 A.2d at 1228. Approximately three years later, Giroux filed a complaint against Purington Building Systems, Inc. (Purington), the

company that he alleged was responsible for maintaining the worksite where he suffered his injuries, as well as Inland Buildings, Inc. (Inland), the company supposedly responsible for manufacturing the faulty roof decking. Id. Shortly thereafter, Purington filed a third-party complaint against Gustafson Steel Erectors, Inc. (Gustafson), alleging that Gustafson had agreed to indemnify Purington against the type of claim that Giroux had raised. Id. Then, after Inland revealed that it had filed for chapter 11 bankruptcy, Giroux filed a motion, pursuant to § 27-7-2.4, seeking the substitution of Aetna, Inland's insurance provider, as defendant. Id. The Court granted the motion, but, according to Moulton, did not dismiss Inland from the lawsuit. Moulton argues that because the Rhode Island Supreme Court in Giroux allowed Inland to remain as a defendant after granting a motion for substitution under § 27-7-2.4, this Court should deny Insurance Defendants' Motions.

Moulton's argument misses the mark, however. In Giroux, the policy concerns animating opposition toward direct claims were no longer present when the Court allowed for the naming of Aetna as a defendant.[5] By that point in time, Purington had made it apparent that it was not concerned with the possibility of prejudice when it filed a third-party complaint against Gustafson for indemnification. More importantly, Inland was not subject to harm because it had already received protection from its chapter 11 bankruptcy.

In Peloquin, Plaintiff brought an action against Haven Health Center of Greenville (Haven Health), alleging malpractice. 61 A.3d at 422-23. Later, after Haven Health filed for

---

[5] Although "[t]he Rhode Island approach tempers the rule excluding evidence of liability insurance with a realistic view of contemporary society that recognizes the ubiquitous presence of insurance," R.I. R. Evid. 411 Advisory Committee's Note, the Rule itself persists, providing protection against unnecessary and undue prejudice which may result from discussion of defendant's liability insurance. See Cochran v. Dube, 114 R.I. 149, 152, 330 A.2d 76, 78 (1975) (acknowledging that references to a defendant's insurance company at trial can cause influential prejudice in the minds of jurors).

chapter 11 bankruptcy protection, plaintiff amended her complaint to add Columbia Casualty Company, Haven Health's professional liability insurer. Id. at 423. There, as in Giroux, the Court had no reason to concern itself with the potential for prejudice resulting from the addition of a bankrupt defendant's liability insurer. The tortfeasor in both cases received protection from a bankruptcy proceeding, and § 27-7-2.4 was utilized to ensure that the plaintiffs could recover from a direct action. Whether the court actually substituted or merely added the insurance providers is a mere administrative matter that has no effect on this analysis. In other words, while the insurance providers may not have been literally substituted on paper, the insurance providers stepped into the shoes of their insureds because the insureds were no longer accessible. Whether an insured is in or out in such a case, it is still protected and unavailable.

Here, however, this Court is required to factor the prejudice of joining an insurance provider into its analysis as Twin River remains a viable defendant.[6] Twin River emerged from bankruptcy prior to the filing of Moulton's complaint and, therefore, could be subject to liability if the Court ultimately finds in favor of Moulton. Allowing Moulton to bring simultaneous

[6] Moulton's reliance on Oden v. Schwartz, 71 A.3d 438 (R.I. 2013) for the proposition that the prejudice can be avoided with a simple jury instruction on the issue is unavailing. In Oden, the trial justice warned the jury about considering insurance during deliberation without any request from counsel. Id. at 447. The trial justice chose to include this instruction in an attempt to "simply address[] the reality that jurors often wonder about liability coverage." Id. at 455. The Rhode Island Supreme Court found that "[w]hile the trial justice might more appropriately have refrained from [giving the instruction,]" the instruction did not prejudice the minds of the jurors. Id. First, the insurance providers in Oden were not direct defendants in the action. A juror that merely speculates about the possibility of insurance is quite different from a juror that sees an insurance company as a direct defendant in the case. Second, the Court recognized that the trial justice should have probably refrained from injecting the thought into the minds of the jurors. Id. Therefore, while the instruction was not harmful, the Court evidenced its preference for trial justices to adhere to the policy of keeping insurance providers outside of the direct case. Third, and finally, even if the prejudice of having the insurance provider in the suit could be contained, such does not mean that § 27-7-4.2 permits joinder. Rhode Island still has a general prohibition on direct actions against insurers and admissibility of insurance policies as evidence. It would be illogical to permit a jury instruction to eviscerate Rhode Island's overall policy and view on insurance companies and possibly spawn an array of policy driven instruction requests.

claims against Insurance Defendants and Twin River could lead to prejudice of the type sought to be avoided by the Legislature. See, e.g., R.I. R. Evid. 411 (denying admissibility of evidence that a party was or was not insured for purposes of proving liability). Where, as here, it is possible to avoid such a result, while still permitting Moulton to seek relief, summary judgment is warranted. Permitting the simultaneous direct actions is not supported by the statute, the policy behind such, or Rhode Island case law.

B

Bankruptcy Court Order

Moulton further argues that an Order of the U.S. Bankruptcy Court is binding in the current proceeding. The Order that Moulton references was entered in the U.S. Bankruptcy Court for the District of Rhode Island on February 16, 2012, Order Resolving Precautionary Mot. Of Alissa Moulton, in response to a Precautionary Motion that Moulton made on September 26, 2011. Precautionary Mot. For Determination that Post-Pet. Claim Was Not Discharged Through Confirmed Plan, No. 09-12418 (Bankr. D.R.I.) (Order). As part of her initial Motion, Moulton sought a determination as to whether her action against Twin River had been discharged through the latter's bankruptcy. Id. at 1. Furthermore, Moulton requested that "[u]nder all circumstances, [she] should be permitted to obtain a recovery of her claims, either through the customary route of the insurers stepping in and providing coverage for [Twin River], or through a bankruptcy-triggered state-law provided direct action, or otherwise directly against such insurers." Id. at 6. The Bankruptcy Court granted the Motion, and ordered as follows: "Ms. Moulton may pursue the Moulton Claims and recovery thereon against the Reorganized Debtors and, if she chooses, additionally through a direct action under R.I. Gen. Laws 27-7-1 and 27-7-2.4 against the Reorganized Debtors' insurers (in which case the Parties understand that the

Complaint will be so modified)." Order Resolving Precautionary Mot. Of Alissa Moulton, No. 09-12418 at 5 (Bankr. D.R.I.) (Order).

In opposition to the Insurance Defendants' Motions for Summary Judgment, Moulton argues in her memorandum that the above Order "explicitly gave [her] the right to sue the Debtors and simultaneously bring a direct action against the relevant insurers." Moulton further contends that Defendants were provided notice concerning the February 16 Order, and that their failure to object binds them to its terms. Id. at 8. Moulton cites no case law supporting the proposition that this Court is bound by an order of the Bankruptcy Court. Rather, she calls once again upon Giroux, asserting that insurance policies are assets of the bankrupt's estate and, as such, "it is axiomatic that the Bankruptcy Court has the power to make rulings regarding such policies." Id.

Neither the Full Faith and Credit Clause, nor the principle of comity, requires this Court to enforce the terms of an Order issued by the U.S. Bankruptcy Court for the District of Rhode Island. The U.S. Supreme Court has declared that by their terms, both the Full Faith and Credit Clause of the U.S. Constitution and the full faith and credit statute "govern the effects to be given only to state-court judgments (and, in the case of the statute, to judgments by courts of territories and possessions)." Semtek Int'l Inc. v. Lockheed Martin Corp., 531 U.S. 497, 506-07 (2001). In addition, the U.S. Supreme Court has indicated on numerous occasions that one of the primary purposes of the Full Faith and Credit Clause is to "require the judgments of the courts of one State to be given the same faith and credit in another State as they have by law or usage in the courts of the State rendering them," such that the judgments themselves operate as res judicata. See Morris v. Jones, 329 U.S. 545, 550-51 (1947) ("A judgment of a court having jurisdiction of the parties and of the subject matter operates as res judicata . . . Such a judgment

obtained in a sister State is, with exceptions not relevant here, entitled to full faith and credit in another State." (citations omitted) (quoting Riehle v. Margolies, 279 U.S. 218, 225 (1929)) (internal quotation marks omitted); Magnolia Petroleum Co. v. Hunt, 320 U.S. 430, 438 (1943) ("From the beginning this Court has held that [the full faith and credit clause and the act of Congress implementing it] have made that which has been adjudicated in one state res judicata to the same extent in every other.").

Although Rhode Island has adopted a broad, transactional approach to determining what ought to be precluded under the doctrine of res judicata, see, e.g., ElGabri v. Lekas, 681 A.2d 271, 276 (R.I. 1996), our Supreme Court has noted that conclusive effect should be given only regarding issues that either could have been or were previously litigated. Ritter v. Mantissa Inv. Corp., 864 A.2d 601, 605 (R.I. 2005). Furthermore, what constitutes a transaction for purposes of claim preclusion may only be determined after the Court considers, inter alia, the expectations of the parties involved in the second lawsuit. Id.

Here, given the language of the Precautionary Motion, as well as the apparent nature of the request made therein by Moulton, Insurance Defendants could not have reasonably expected that the February 16 Order would be interpreted so as to allow for the filing of simultaneous claims against Insurance Defendants and Twin River. The Precautionary Motion requested that "[u]nder all circumstances, [she] should be permitted to obtain a recovery of her claims, either through the customary route of the insurers stepping in and providing coverage for [Twin River], or through a bankruptcy-triggered state-law provided direct action, or otherwise directly against such insurers." Precautionary Mot. For Determination that Post-Pet. Claim Was Not Discharged Through Confirmed Plan, No. 09-12418 at 6 (Bankr. D.R.I.) (Order) (Emphasis added). It cannot be said that based upon a fair reading of the Precautionary Motion, Insurance Defendants

should have argued against the interpretation suggested by Moulton; thus, res judicata ought not to apply following their failure to do so. See Ritter, 864 A.2d at 605.

Regarding comity, it is true that, as a general matter, the principle of comity calls upon courts to give effect to foreign judgments and orders, even where doing so is not required. See generally Hilton v. Guyot, 159 U.S. 113 (1895); see also Chambers v. Ormiston, 935 A.2d 956, 972-73 (R.I. 2007). However, the Rhode Island Supreme Court has indicated that the decision to enforce a foreign judgment based on comity ought to be left to the discretion of the court, guided only by considerations relating to public policy and the interests of the state's citizens. See Olney v. Angell, 5 R.I. 198, 204 (1858); see also Chambers, 935 A.2d at n.14 (referring to comity as "a largely discretionary and somewhat amorphous concept").

Under Rhode Island law, this Court is not bound to enforce the February 16 Order. This is particularly true where, as here, enforcement of such an Order could undermine Rhode Island public policy, as well as the Rhode Island Supreme Court's interpretation of its own laws. Moreover, this Court has already defined the scope of § 27-7-4.2 above. To the extent that the Order was binding on the Insurance Defendants and this Court, the Order still cannot broaden the scope of the statute. Therefore, even if the Order were binding, the provision that permits simultaneous direct action against both the insurers and insured when the insured is still available would be stricken as contravening statutory law.

IV

Conclusion

Here, no genuine issue of material fact exists. Rather, the only questions to be answered are questions of law, concerning the proper interpretation of § 27-7-2.4, and whether or not this Court has an obligation to enforce an Order of the U.S. Bankruptcy Court for the District of

Rhode Island. The Rhode Island Supreme Court has interpreted § 27-7-2.4 to allow for the substitution of insured parties with insurance providers when the insured either receives or may receive protection from a bankruptcy proceeding. The statute does not permit the addition of the insurer in a suit where the insured has already been named as a defendant and is subject to judgment. Additionally, this Court is bound under neither the Full Faith and Credit Clause, nor the principle of comity, to enforce an Order of the U.S. Bankruptcy Court in the current proceeding. Thus, the questions presented must be answered in favor of Insurance Defendants, and a grant of summary judgment is proper. For the foregoing reasons, the Court hereby grants Insurance Defendants' Motions for Summary Judgment. Counsel shall submit an appropriate order and judgment consistent with this Decision for entry.

RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE:	Alissa Moulton, et al. v. UTGR, Inc., et al.
CASE NO:	PC 2012-1477
COURT:	Providence County Superior Court
DATE DECISION FILED:	December 11, 2015
JUSTICE/MAGISTRATE:	Carnes, J.

ATTORNEYS:

For Plaintiff:	**See Attached List**
For Defendant:	Click here to enter text.

Counsel of Record:

Alissa Moulton; Aiden Arango p.p.a.
Alissa Moulton, Mother and Next Friend

Mark S. Mandell, Esq.
msmandell@msb-atty.com
(401) 273-8330

Yvette M. Boisclair, Esq.
ymboisclair@msb-atty.com
(401) 273-8330

Zachary M. Mandell, Esq.
zmandell@msb-atty.com
(401) 273-8330

George L. Santopietro, Esq.
gsantopi@coialepore.com
(401) 751-5522

UTGR, Inc., d/b/a Twin River; Twin River Management Group, Inc.; Twin River Worldwide Holdings, Inc., f.k.a. BLB Worldwide Holdings, Inc.; BLB Investors, L.L.C.

Scott M. Carroll, Esq.
scarroll@bsctrialattorneys.com
(401) 270-7676

Mary-Rose Watson, Esq.
mwatson@bsctrialattorneys.com
(401) 270-7676

Zurich American Insurance Company

Dana M. Horton, Esq.
dhorton@rc.com
(401) 709-3300

Steven J. Boyajian, Esq.
sboyajian@rc.com
(401) 709-3300

American International Group, Inc. and
National Union Fire Insurance Company of
Pittsburgh, PA

Joshua B. Walls, Esq.
jwalls@wiggin.com
(203) 363-7606

The Travelers Companies, Inc. and
St. Paul Fire and Marine Insurance Company

John F. Kelleher, Esq.
jkelleher@hcc-law.com
(401) 272-3500

Crum & Forster Holding Inc.

Craig R. Waksler, Esq.
cwaksler@eckertseamans.com
(401) 272-3500

North River Insurance Company

Craig R. Waksler, Esq.
cwaksler@eckertseamans.com
(401) 272-3500

LME Enterprises, Inc., d/b/a Royal Liquors, Inc.

Daryl E. Dayian, Esq.
ddayian@carraradayian.com
(401) 621-8000

Alexander Arango

Carol A. Zangari, Esq.
caz@zangarilaw.com
(401) 732-1999