

# Hot Topics in Insurance Coverage: 2025

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**RHONDA D. ORIN** is the Managing Shareholder of the firm's D.C. office.

Rhonda is a policyholder lawyer with a good sense of humor. Without it, she would not have survived battling the insurance industry for more than 30 years. Rhonda is distinguished by her trial experience, which includes being lead counsel in more than 15 multi-million-dollar trials and arbitrations. While the meat and potatoes of her coverage practice is property & casualty claims, her knowledge base is extensive. She is one of the only policyholder specialists in the country who assists America corporations with their very nuanced health insurance problems, such as the coverage issues faced by employers under self-funded health benefit plans. Rhonda has argued before the highest courts of several states, appeared in two cases before the U.S. Supreme Court and recovered more than a billion dollars for policyholders, including several nine-figure recoveries.

Rhonda has received multiple honors, including:

- Top 50 women attorneys in D.C.
- Chambers USA, Band Two (Insurance: Policyholder)
- Fellow of the American Bar Foundation & Litigation Counsel of America
- Star of the Bar by the Women's Bar Association of D.C.
- 3 Best Lawyer and Super Lawyer continuously since 2011.



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# KRISTIN ANN MEISTER

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**KRISTIN MEISTER** is General Counsel & Chief Compliance officer at Last Energy, based in Washington DC.

Kristin joined Last Energy in 2024. Last Energy is a full-service developer of micro modular nuclear power plants, dedicated to decarbonizing global energy production and increasing clean, affordable power. As General Counsel, she handles all legal matters facing the entire organization. She joined Last Energy after serving as Senior Counsel and Director of Litigation at IDEMIA, where she was in charge of litigations, investigations, IP, data privacy, and trade compliance. Kristin spent the first 7 years of her practice at two global defense firms representing professional sports athletes as well as large companies in white collar criminal investigations. Following that, she spent 6 years prosecuting securities class actions as a plaintiff-side attorney. Kristin's first in-house role was as counsel at the New York office of Credit Agricole, where she spent over 6 years managing a diverse international cross-border litigation docket, external governmental investigations and internal investigations, subpoenas, and other third-party requests. During those years she often traveled to Paris to work with European colleagues on a host of issues. After 18 years in NYC, she relocated to the DC area in 2023.



# CAMERON ARGETSINGER

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Cameron Argetsinger is a shareholder in Anderson Kill's Washington, D.C. office. He focuses his practice on insurance recovery counseling and dispute resolution.

Cameron has represented corporate policyholders in a broad range of insurance coverage disputes, including claims involving coverage for cyber liability, directors and officers liability, employment practices liability, environmental contamination, antitrust litigation, flood and hurricane damage, intellectual property liability, false advertising, lead-based paint, asbestos, the False Claims Act and overseas tort liabilities. In the past, Cameron has advised clients in the placement and negotiation of the terms of various types of insurance coverage, including cyber and D&O insurance.

In addition to insurance recovery, Cameron has represented clients in a wide range of administrative and commercial disputes, including false advertising, construction design defects, international trade and class action litigation against the Social Security Administration.

Recognized as a Washington, D.C. Super Lawyers "Rising Star," Cameron has represented clients in trial and appellate courts and arbitration tribunals all over the U.S., including federal and state courts in Virginia, Ohio, New York, Illinois, North Carolina and the District of Columbia, as well as the U.S. Court of International Trade. Moreover, he has successfully resolved many claims on behalf of policyholders through negotiations prior to filing litigation.



# The Hot Topics for Today

1. Political Volatility
2. Cyber Security & Breach
3. AI in the Insurance Industry
4. Biometrics
5. The Risks of Self-Insuring Your Health Benefits Plan
6. PFAS and Emerging Liability
7. Business Interruption After COVID-19
8. Climate Change

# TOPIC 1 / Political Volatility

- This topic made the “Top 10” list in this year’s risk management surveys of AON and Willis Towers Watson for the first time.
- The “War Risk Exclusion” and its ilk used to be quirky provisions in small print that people tended to ignore.
- No more. Political Risk Insurance (“PRI”) has evolved from a niche coverage to a mainstream risk management instrument.
- *ALL* companies need to reconsider if they need such coverage.

# Who Needs PRI Insurance?

- Companies with business operations in politically volatile countries.
- Companies that do business in countries that participate in Bilateral Investment Treaties (which require arbitration of disputes).
- Companies in politically sensitive businesses, such as energy infrastructure.
- Companies that engage in foreign direct investment and project financing.
- Companies that use computers . . .

# Traditional Insurance Can Fall Short

- Business interruption coverage under property policies usually require “direct physical damage.”
  - Tariffs, embargoes, strikes and government takeovers may not meet that test.
- D&O coverage usually requires alleged wrongful acts in managing a business.
  - Financial consequences of unexpected political events may not meet that test.
- Reps & Warranties Policies are limited to risks that are spelled out.
- Even if these tests are met, coverage may be defeated by exclusions.

# LLOYD'S ADDS "CYBER WAR EXCLUSION" TO POLICIES, OTHER INSURERS FOLLOW...

- Lloyd's Mandate: Apply Cyber War Exclusion to All "Stand-Alone" Cyber Policies (Effective March 2023).
  - In addition to any traditional war exclusion.
  - Excludes coverage for cyber attacks attributed to state actors.
  - Attribution for cyber attack determined by government of affected state.
  - Insurer may make objectively reasonable inference pending determination by government of the state.



# What Types of Policies Constitute “PRI”?

- Political Risk Insurance: manuscript policies specific to particular risks.
- Trade Disruption Insurance: covers losses due to disruptions from trade operations, such as supply chain interruptions, regulatory changes, political events.
- Trade Credit Insurance: covers losses from buyer's inability to comply with or complete contracts due to unforeseen actions, including by government in host country.
- Accounts Receivable Insurance: similar to trade credit insurance but focused on buyer's unexpected lack of solvency and resulting inability to pay.

# What Can PRI Insure?

- **Expropriation:** governmental or political actions that result in the loss of ownership or control over private investments.
- **Political violence:** losses due to war, civil unrest, terrorism or other hostile politically driven actions.
- **Currency restrictions:** inability to convert local currency into foreign current or transfer funds out of the host country.
- **Breach of Contract:** host government's breach or repudiation of contracts with the investor, especially when the investor has no access to a legal remedy.
- **License cancellations:** revocation or non-renewal of essential licenses by the host government without proper cause.

# What *Can't* PRI Insure?

- **Economic or Commercial Risks:** i.e., changes in market conditions, even if due to political and economic instability arguably attributable to governmental issues.
- **Ordinary Business Risks:** i.e., losses due to poor decision-making by management, labor disputes, etc., even if exacerbated by political and economic instability.
- It can be a very fine line!

# What Triggers Coverage?

- This is the biggest challenge in most insurance coverage cases.
- Here, it makes other trigger questions look easy!
  - What is “civil unrest”?
  - What is a “political insurrection”?
  - What is “terrorism”?
  - What is “war”?

# War Risks Policy

- **Russian Aircraft Lessor Policy Claims [London High Court 2025]:** PRI insurers were required to cover losses under a “war risks” policy for planes that had been stranded in Russia following its invasion of Ukraine in 2022. The commercial aircraft owners recovered more than \$1 billion US under their policies. Available at <https://judiciary.uk/judgmentsrussian-aircraft-lessor-policy-claims>.

# War Risk Exclusions

- *Merck & Co., Inc. v. ACE American Ins. Co.*, No. UNN-L-002682-18, 2022 WL 951154 (N.J. Super. Ct. Law Div. Jan. 13, 2022).
  - All Risk Property Policy.
  - \$1.4 Billion Claim (losses from cyberattack known as “NotPetya”).
  - Held: War exclusion applies only to traditional acts of warfare - not cyber attacks.
  - Doctrine of Reasonable Expectations.
  - Affirmed May 1, 2023 NJ Appellate Court.



# War Risk Exclusions (cont.)

- *Mondelez International v. Zurich American Insurance Co.*, Case No. 2018-L-011008, Cook County Illinois Chancery Court.
  - \$100 Million Claim (NotPetya).
  - Invoked War Exclusion to Deny.
  - Settled (during trial) November 2022.



# TOPIC 2 / Cyber Risks

- Data Breaches.
  - Average cost, 2023: \$4.45 million.\*
- Ransomware / Extortion.
  - Examples include a massive data breach in February 2024 for Change Healthcare, a subsidiary of United Healthcare.
  - It impacted a significant portion of the U.S. healthcare system and exposed Protected Health Information ("PHI") of up to 190 million people.
- Network Interruptions.
  - Both benign and malign.

# Types of Cyber Risks



Insider Threat



Hacktivist



Organized Crime Groups

# Anatomy of a Cyber-Attack

1. Follow your Privacy & Cybersecurity Incident Response and Management Policy/Plan.
  - It should include a Cyber/Computer Incident Response Team.
  - Team = IT, Chief Privacy Officer, COO, CFO, HR, Legal, Marketing & Insurance.
2. Have pre-approval with your insurance co for response team, including a forensic company and counsel, so that you can retain them on Day One.
3. IT folks: start immediately to analyze what has happened & who is responsible.

# Anatomy of a Cyber-Attack (cont.)

4. CFO/Risk Management/Legal: reach out to outside privacy counsel and insurance broker to assess next steps, notice requirements, coverage.
5. Immediately engage a forensic company, potentially a negotiator (if this is a ransomware situation), a public relations firm to assist with FAQs, additional IT services to deal with the breach.
6. Speed is Key!

Loss Mitigation	
Response costs	Investigative/forensic costs, public relations expenses, notification costs and other remedial expense.
Direct Damage (First-Party Losses)	
Business Interruption	The income that you lose during the time that you are shut down from the cyber-attack or prevented from operating to your fullest capacity.
Extra Expense	The interim costs that you incur to keep your business operating on an interim basis before the problems from the cyber-attack are resolved in full.
Damages	The costs of ransoms and regulatory fines.
Data Reconstruction	The costs of recreating data that is lost, destroyed or corrupted.
Liability (Third-Party Losses)	
Privacy violations	Coverage for liability arising from your failure to protect confidential information of third parties that was in your possession during the breach.
Network security violations	Coverage for damage that your computer network caused to the networks of others due to the breach.
Media violations	Coverage for tort liability that is caused to others, including through social media, because of your breach.

# Cyber Insurance Considerations

- Coverage and markets are still in a state of flux so don't make too many assumptions.
- Be mindful of longer insurance applications and how you approach submissions to underwriters with new policies and during renewals.
- Inventory policies before and after claims arise.

# What Types of Policies Exist?

- **Cyber insurance policies:** new products; need is unclear.
- **Crime policies:** appropriate for these crime and fraud losses.
  - Beware of “Social Engineering” riders with low limits.
- **Property policies that cover business interruption**
  - Is data “property”?
- **Directors & Officers policies:** protection v. shareholder suits.
- **Commercial general liability policies:** check them!

# TOPIC 3 / AI in the Insurance Industry

- Insurance companies are using AI in ways that should scare policyholders:
  - Evaluating risks.
  - Setting rates.
  - Deciding claims.
- Just like any other computerized protocol?
  - Maybe.
  - But may be worse, due to an increased absence of human touch.
  - A proven recipe for mistakes.

# The Insurer View

- Efficiency.
  - Insurance companies insist that their algorithms are more efficient than the hands-on work of real people.
- Swift claims resolution.
- Uniformity.
- Elimination of bias.
  - *Carrol v. Allstate Ins. Co., 262 Conn. 433 (2003).*

# Policyholder Concerns

- Transparency:
  - How are claims adjusted?
  - Is claims handling being conducted as-advertised?
- Bias:
  - Limitations in training data.
  - What factors are considered?
    - Gender? Race? Age? Education? Credit?
- Real people and judgment can't be dropped from the process!

# Policyholder Response

- Insurance company fails to disclose the use of AI in claims-handling practice:
  - Bad Faith – breach of implied duty of good faith and fair dealing.
  - Unfair Trade Practices.
  - *Estate of Lokken v. United Health Group*, 766 F.Supp.3d 835 (D. Minn. 2025).
  - *Barrows v. Humana*, 2025 WL 237645 (W.D. Ky. Aug. 15, 2025).

# Is there Coverage for AI Losses?

- Sure, why not?
- AI losses should be ordinary losses, covered under existing policies.
  - CGL Insurance: Negligent bodily injury / property damage
  - D&O Insurance: Securities litigation based on misrepresentations
  - E&O Insurance: Errors and omissions in professional services
- Industry trends:
  - Exclude AI-related losses from existing lines of coverage
  - Require policyholders to buy new AI-specific coverages

# TOPIC 4 / Biometrics

- For security and other reasons, companies increasingly collect biometric information from their employees, clients or both:
  - Retina/iris scans, fingerprints, voiceprints, hand scans, facial geometry, DNA, and other unique biological information.
- Doing so gives them liability for protecting this information from unintended disclosure to or theft by third parties.

# Increasing Regulation of Biometric Data

- Illinois – Biometric Info Privacy Act of 2008
- Texas – 2009
- Washington – 2017
- California – Consumer Privacy Act of 2020
- New York – SHIELD Act of 2020
  - “Stop Hacks and Improve Electronic Data”
- Many others are under consideration.

# SAFETY Act

- Under purview of U.S. Department of Homeland Security.
- Provides liability protection for products or services deemed to be “Designated Technologies:”
  - Liability = limited to the amount of insurance set by DHS
  - Exclusive jurisdiction in federal court
  - No joint & several liability for non-economic damages
  - No punitive damages or prejudgment interest
  - Recovery reduced by amounts recovered from collateral sources.

# Biometric Litigation Trends

- More than 200 class actions were filed in 2018 and 2019, alleging violations of BIPA
  - **Illinois:** flood of BIPA class actions.
  - **New York:** Amazon BPA class action.
  - **California:** allows private rights of action under CCPA.

# ***Rosenbach v. Six Flags Entertainment Corp., 2019 IL 123186 (Ill. 2019)***

- Six Flags obtained fingerprints of a 14-year-old boy on a class trip without parental consent or notice.
- Mother filed class action under BIPA for obtaining and retaining biometric data from a minor w/o consent.
- Six Flags sought dismissal for lack of actual injury.
- Ill. Supreme Court found that violation of individual rights under BIPA is sufficient to sustain cause of action.

# Coverage for Biometric Liability

- Several different types of insurance policies may respond to cover claims resulting from violations of biometric privacy laws.
- Responsive policies may include: General Liability; Employment Practices Liability; D&O; E&O; and Cyber. “Bodily Injury” definitions typically include “invasion of privacy”
- Insurance companies have attempted to rely upon various exclusions to defeat coverage, but courts have refuted these arguments so far.
- Accordingly, insurance companies have begun to add specific BIPA exclusions.

# TOPIC 5 / Insurance Risks in the HR Department

- **Scenario:**
- Renewal time is approaching for the health benefits that you must provide for your employees, pursuant to the Affordable Care Act.
- You are a mid-sized employer. Until now, you have met the mandate by buying a health insurance policy each year.
- But your broker just offered you a “way to save money.”

# It's Called "Self-Funding"...and Everyone is Doing It

## Self-Funded Plans

UP TO  
**80%** POTENTIAL SAVINGS

20% fixed cost

VS

## Fully-Insured Plans

0% POTENTIAL SAVINGS

100% fixed cost

"As health care costs continue to increase, the self-funded health plan model is becoming an increasingly attractive alternative to traditional, fully-insured group health plans."

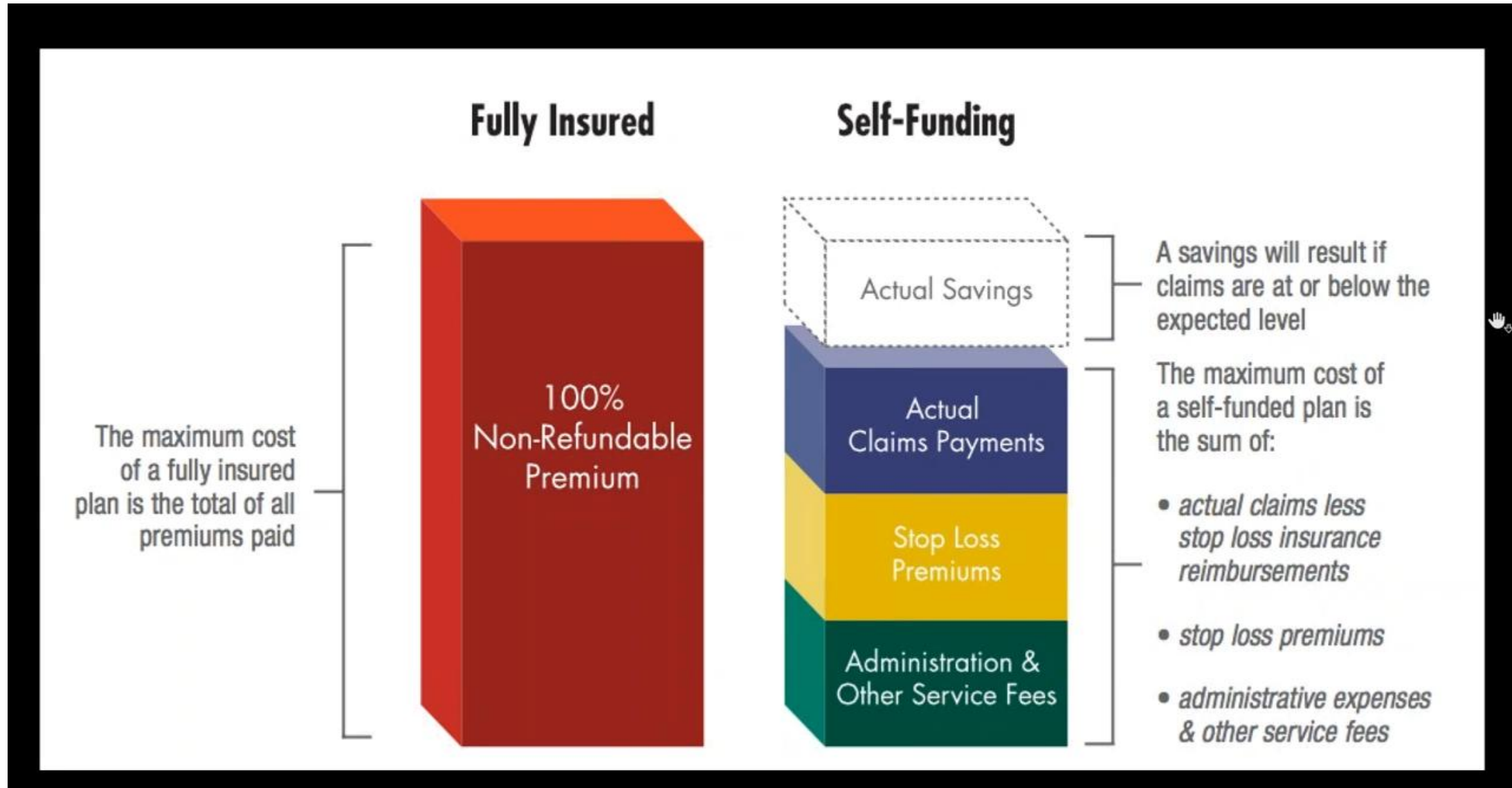
**Tired of Increasing Health Care Costs?**

**There's a better way to control your plan!**

Self-funded health plans are not just for large businesses anymore

As health care continues to evolve under health reform, small employers are looking for a better way

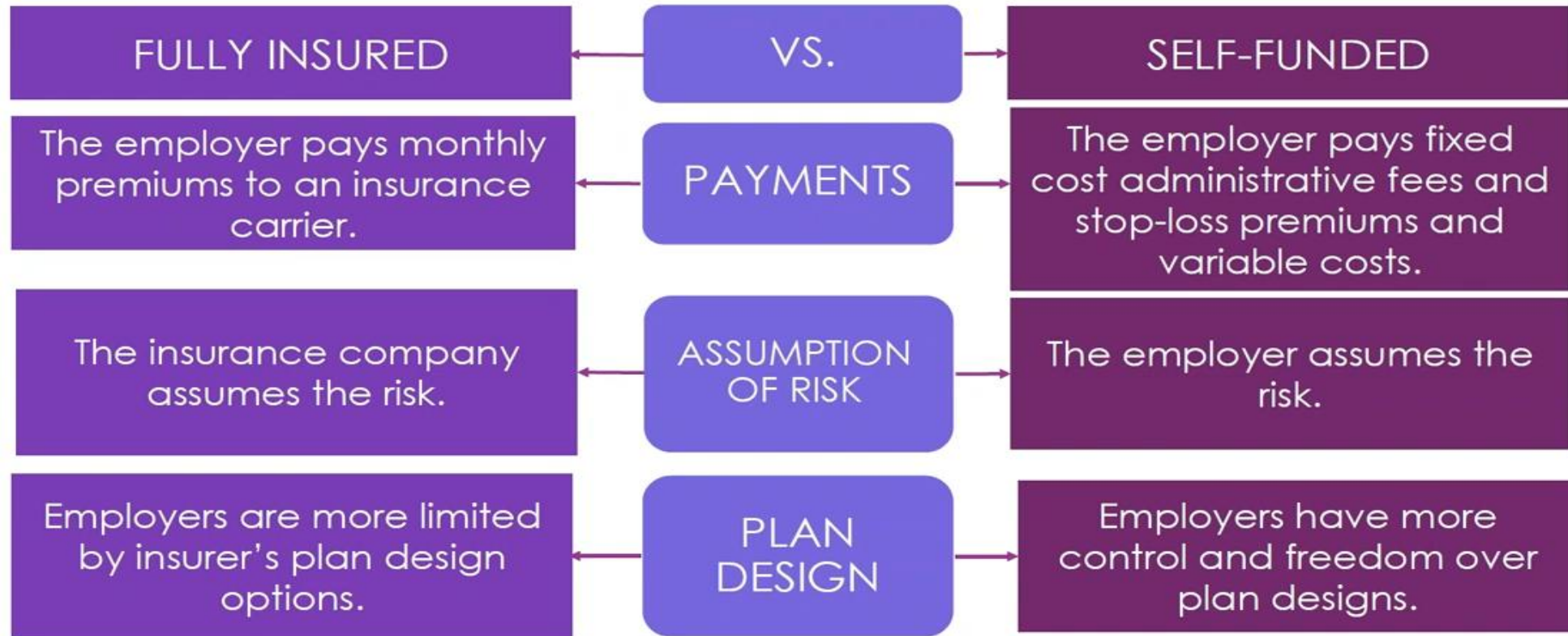
# See How Much Money You'll Save?



# This is How You'll Save It!



## FULLY INSURED VS SELF-FUNDED HEALTH PLANS



# Now, In Plain English

## 1. FULLY INSURED

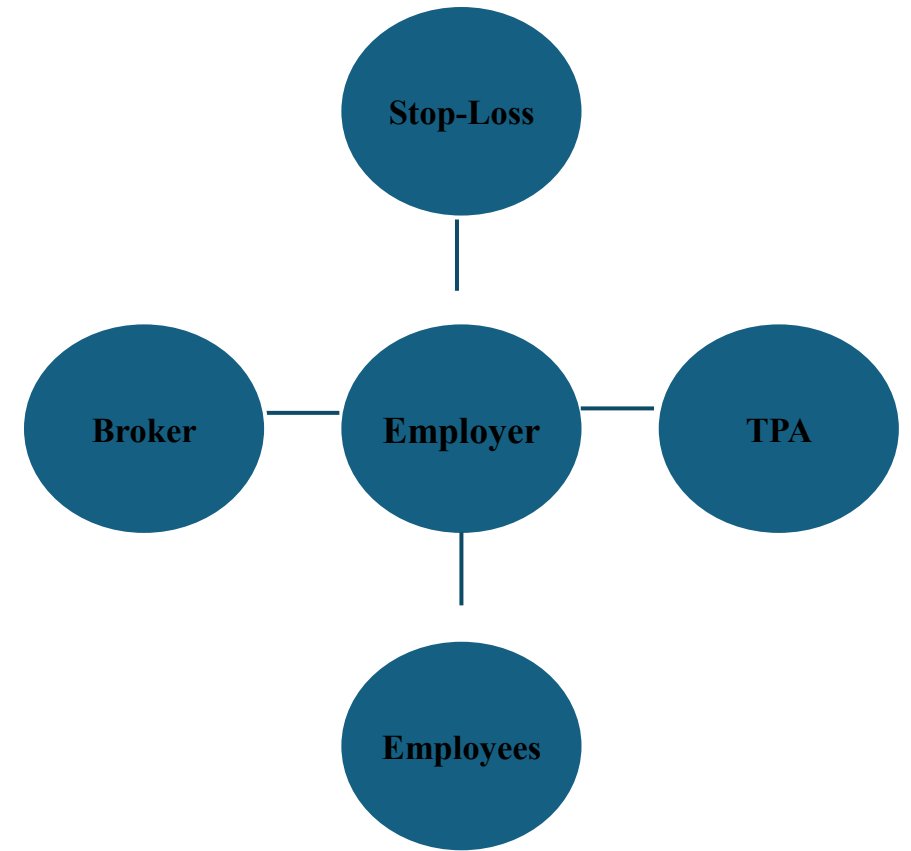
- You pay insurance premiums to an insurance company.
- You collect the premiums from your employees.
- A health ins. policy is issued to your company.
- The policy provides health insurance to your employees and their dependents.

# More Plain English

## 2. SELF-FUNDED

- **YOU** replace the insurance company (no insurer).
- **YOU** collect “contributions” (no premiums).
- **YOU** provide a “summary of benefits” (no policy).
- The employees submit their health claims to **YOU**.
- **YOU** decide whether to pay them, and how much.

# BASIC STRUCTURE OF A SELF-FUNDED PLAN





# WHAT COULD GO WRONG?

1. TPA could fail to pay health claims timely or correctly.
  - Employer would be liable to the providers.
  - Employer would violate ERISA.
  - Employer would violate the ACA mandate.
  - Employer would have disgruntled employees.
  - Employer could lose its stop-loss coverage.
2. TPAs could prioritize the interests of stop-loss insurers.
3. Employers could change plans and create a gap.

# ALL OF A SUDDEN – THIS!



# WHAT SHOULD THE PRUDENT COUNSEL DO?

1. Understand the employee benefits structure selected by the HR Department.
2. Make sure the risks are covered by insurance.
  1. EBLI – employee benefits liability insurance.
  2. Purchase the broadest scope available.
3. Don't self-fund unless your company is prepared to take on unexpected obligations and risks.

# TOPIC 6 / PFAS and Other Env. Risks

- There is a 30-year history of insurance/policyholder battles over coverage for pollution and environmental risks along with toxic tort disputes.
  - Environmental and toxic tort go hand in hand.
- Issue was joined in the late 70s and early 80s over environmental cleanup and asbestos liabilities – both bodily injury and property damage.
  - From no exclusion;
  - To the “Sudden and Accidental” pollution exclusion;
  - To the “Absolute” pollution exclusion.
- Those issues are relatively stable now, but new ones keep appearing.

# New Kid on the Block

- PFAS (per- and polyfluoroalkyl substances): identifies more than 7,000 chemical compounds.
- Widely used (Teflon cookware, stain resistant treatments, fire-fighting).
- They never degrade!
- Potential health impacts: cancer, liver disease, thyroid disease, ulcerative colitis, changes to the immune system, etc.

# PFAS Litigation Trends

- Groundwater/Site Contamination (Property Damage)
  - Water utilities
  - State AGs
- Health Issues (Bodily Injury)
  - AFFF (Multi-District Litigation)
  - Other exposures
- Other Claims
  - Greenwashing
  - Consumer claims

# PFAS Cleanup Claims – Massive Settlements

- **\$1.2 billion - DuPont, Chemours and Corteva (2/8/24)**  
Remediation and cleanup - public water systems
- **\$12.5 billion - 3M (4/1/24)**  
Remediation and cleanup - 12,000 public water systems
- **\$316.5 million - BASF Corp. (5/20/24)**  
Monitoring, treatment and remediation - Public water systems
- **\$750 million - Tyco (Johnson Control sub) (6/11/24)**  
Remediation and cleanup - public water systems
- **\$730 million - Carrier Global (10/18/24)**  
Contribution to bankruptcy settlement trust
- **\$450 million - 3M (5/12/25):**  
Manufacturing site cleanup and remediation
- **\$2 billion – DuPont (8/4/25)**  
Manufacturing site cleanup and remediation

# Standard Coverage Issues

- Late notice – notify everyone, right away.
- “Claims made” versus occurrence-based policies.
- Coverage is fact-specific and policy-specific
- Liability coverage (“duty to defend”) versus indemnity coverage.
- Right of subrogation.

# Next-Level Coverage Issues

- Third-party harm (covered) or your own property only?
- Was the damage from your operations (covered) or from others?
- Mandatory clean-up (damages) or voluntary improvement?
- Allocation: vertical or horizontal?

# TOPIC 7 / Did Business Interruption Coverage Survive Covid-19?

- March 2020: the **Outbreak**.
  - Large-scale business interruption losses follow.
- Standard property insurance business interruption coverage:
  - Loss of income resulting from the necessary suspension of your business operations, **as a result of physical loss or damage to your covered property . .**
    -

# COVID-19 Insurance Wars

- Does the presence of the COVID-19 virus constitute “physical loss or damage” to the policyholder’s property?
  - 60 years of precedent suggests: **YES**
  - Insurance industry’s previous introduction of “virus” exclusion suggests: **YES**
- Insurance industry response: across the board denial
  - Virus can be wiped off property with Lysol, so no “physical damage.”
  - “Physical loss” = property theft, not loss of use.
  - Virus exclusion is not needed to bar coverage; it is just reinforcement.

# COVID Coverage Litigation

- Round 1: Federal Courts
  - Overwhelmingly bad for policyholders . . .
  - . . . but insurance is a creature of state law.
- Round 2: State Courts
  - They followed suit.
  - State high courts: COVID ≠ “physical loss or damage.”
    - Maryland: *Tapestry v. Factory Mut. Ins. Co.*, 482 Md. 223 (2022).
    - See also, LA, CT, NH, DC, IA, MA, OH, SC, WA, WI, NV, etc.
  - One outlier: COVID may = “physical loss or damage.”
  - *Huntington Ingalls Indus. v. Ace Am. Ins. Co.*, 287 A.3d 515 (Vt. 2022).

# TOPIC 8 / Climate Change

- Plaintiffs have been trying for years to hold corporate America liable for climate change.
- Thus far, the question has been whether such claims can be brought at all.
- As claims increase, the focus is turning to coverage.
  - Are greenhouse gas emissions an accident or occurrence?
  - Do they constitute “traditional pollution?”
  - Do they involve actual “damages” or just regulations?

# CLIMATE CHANGE LITIGATION TRENDS

- *People v. General Motors*

- Class action by State of California against General Motors on grounds that auto sales caused excessive releases of carbon dioxide, leading to climate change and actual BI/PD. Dismissed as “political question.”)

- *Massachusetts v. EPA*

- Attorney generals sued EPA for failing to regulate releases of greenhouse gases. (U.S. Supreme Ct ruled that EPA can do so.)

- *American Elec. Power Co. v. Connecticut*

- U.S. Supreme Court held that corporations cannot be sued for greenhouse gas emissions, as such authority is reserved to the EPA.

# INSURANCE COVERAGE FOR CLIMATE CHANGE

- *Aloha Petroleum Ltd. v. National Union Fire (2022)*
  - Energy company sued insurance cos for failing to defend and indemnify against climate change cases brought by Honolulu and Maui.
  - In September 2023, fed. dist. ct. certified two questions of Hawaii law to Hawaii Supreme Ct: (1) can “accident” include recklessness; and (2) are greenhouse gases “pollutants” under the pollution exclusion or are they different from “traditional environmental pollution.”
  - Hawaii Supreme Court:
    - (1) **YES**; and
    - (2) **YES** (i.e., pollution exclusion bars coverage)
    - *Aloha Petroleum Ltd. v. National Union Fire* 155 Hawai‘i 108 (2025)

# COVERAGE FOR CLIMATE CHANGE (cont.)

- *Everest Premier Ins. Co. v. Gulf Oil LP (2022)*
  - Insurance cos sought declaration they were not obligated to defend or indemnify Gulf Oil LP against allegations by Conservation Law Foundation that it failed to prepare a bulk petroleum terminal for climate change impacts.
  - They argued no coverage because no allegations of “bodily injury” or “property damage.” Allegations were only of “a risk of potential property damage from ongoing and future weather events related to global warming and climate-change.” Also, pollution exclusion.
  - Filed vol. dismissal without prejudice in Mass Super. Ct.

# CLIMATE CHANGE: CASE STUDY

- *Native Village of Kivalina v. ExxonMobil Corp.*
  - Alaskan village sued 24 oil, energy and utility companies for reducing the ice pack through greenhouse gas emissions and sinking the village.
  - Action dismissed because it was for public nuisance.
- *Steadfast Ins. Co. v. AES Corp.* (2014)
  - VA state court held that insurance company had no duty to defend energy company against lawsuit by Alaskan village.
  - Virginia Supreme Court affirmed declaration of no coverage, finding that the release of greenhouse gases was intentional and therefore was neither an accident nor an occurrence.

# Questions & Answers

## THANK YOU

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