

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

MATTHEW DUNDON, AS THE TRUSTEE  
OF THE ENDO GENERAL UNSECURED  
CREDITORS' TRUST,

*Plaintiff,*

v.

ACE PROPERTY AND CASUALTY  
INSURANCE COMPANY; AEGIS ELECTRIC  
& GAS INTERNATIONAL SERVICES 5  
LIMITED; AEGIS ELECTRIC & GAS  
INTERNATIONAL SERVICES LIMITED;  
ASCOT CORPORATE NAME LIMITED;  
ASPEN INSURANCE UK LIMITED; ATRIUM  
CORPORATE CAPITAL LIMITED; AXA XL  
INSURANCE COMPANY UK LIMITED;  
BEAZLEY UNDERWRITING LIMITED;  
CATLIN SYNDICATE LIMITED A/K/A AXA  
XL SYNDICATE LIMITED; CHAUCER  
CORPORATE CAPITAL (NO. 3) LIMITED;  
CHUBB CUSTOM INSURANCE COMPANY;  
COLUMBIA CASUALTY COMPANY;  
COVERYS CAPITAL LIMITED; ENDURANCE  
SPECIALTY INSURANCE LIMITED;  
EVEREST GROUP LIMITED; EVEREST  
NATIONAL INSURANCE COMPANY;  
FEDERAL INSURANCE COMPANY; GEMINI  
INSURANCE COMPANY; GREENWICH  
INSURANCE COMPANY; HISCOX  
DEDICATED CORPORATE MEMBER  
LIMITED; ILLINOIS UNION INSURANCE  
COMPANY; IRONSHORE SPECIALTY  
INSURANCE COMPANY; LEXINGTON  
INSURANCE COMPANY; LIBERTY  
INSURANCE UNDERWRITERS INC.;  
LIBERTY SPECIALTY MARKETS BERMUDA  
LIMITED; MARKEL INTERNATIONAL  
INSURANCE COMPANY LIMITED (MARKEL  
EUROPE PLC F/K/A ALTERRA EUROPE

**CIVIL ACTION**

**Case No.**

**JURY TRIAL DEMANDED**

PLC); MS AMLIN CORPORATE MEMBER LIMITED; NEWLINE CORPORATE NAME LIMITED; OHIO CASUALTY INSURANCE COMPANY; PHOENIX INSURANCE COMPANY; QBE INSURANCE CORPORATION; RENAISSANCERE CORPORATE CAPITAL (UK) LIMITED; ST. PAUL FIRE AND MARINE INSURANCE COMPANY; STARSTONE SPECIALTY INSURANCE COMPANY; TDC SPECIALTY INSURANCE COMPANY; TRAVELERS INDEMNITY COMPANY OF AMERICA; TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA; VIBE CORPORATE MEMBER LIMITED; XL INSURANCE AMERICA, INC., JOHN DOE INSURANCE COMPANIES 1-20,

*Defendants.*

## **COMPLAINT**

Plaintiff Matthew Dundon, in his capacity as the trustee (Plaintiff or the “Trustee”) for the General Unsecured Creditors’ Trust, also known as the GUC Trust (the “Trust”), a statutory trust created by the Fourth Amended Plan of Reorganization (the “Plan”)<sup>1</sup> of Endo International plc and its affiliates (“Endo” or the “Debtors”),<sup>2</sup> by and through its undersigned attorneys, submits this Complaint (the “Complaint”) for declaratory judgment and breach of contract.

The Trustee brings this Complaint to effectuate its purposes and fulfill its obligations under the Plan. In support of the Complaint, the Trustee respectfully states and alleges as follows:

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<sup>1</sup> Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International Plc and Its Affiliated Debtors, *In re Endo International plc, et al.*, No. 22-22549 (Bankr. S.D.N.Y. Mar. 18, 2024), ECF No. 3849, <https://restructuring.ra.kroll.com/endo/Home-DownloadPDF?id1=MzA4NzE0MQ==&id2=-1>. Descriptions of the Plan herein are subject in all respects to the actual terms of the Plan. Capitalized terms not defined herein have the meaning ascribed to them in the Plan.

<sup>2</sup> A complete list of the Debtors is available at <https://restructuring.ra.kroll.com/endo/Home-Index>.

### **NATURE OF THE ACTION**

1. This is a civil action for a declaratory judgment under Fed. R. Civ. P. 57 and 28 U.S.C. § 2201 and for breach of contract. The action arises out of an insurance coverage dispute between the Trust, as the assignee and exclusive holder of insurance coverage rights under certain insurance policies originally issued to Endo, on the one hand, and Defendants, which are liability insurers that issued or subscribed to the insurance policies listed in Exhibit A (collectively, the “Insurance Policies,” and each an “Insurance Policy”) sold to the Debtors, on the other.

2. Endo, facing insurmountable liability related to certain of its products and the unbranded promotion of opioids generally, filed a petition for chapter 11 bankruptcy in the U.S. Bankruptcy Court for the Southern District of New York (the “Bankruptcy Case”), captioned *In re Endo International plc, et al.*, Case No. 22-22549, on August 16, 2022 (the “Petition Date”). Among other things, Endo faced liability related to its (i) transvaginal surgical mesh products (the “Mesh Claims”); (ii) opioid products, including but not limited to (“including”) brand name products, such as Opana and Opana ER, and generic opioids, as well as liability for other opioid manufacturers’ products and illicit opioids, due to its involvement in Unbranded Promotional Activities (as defined below) relating to opioids generally (the “Opioid Claims”); and (iii) ranitidine products, including generic versions of Zantac (the “Ranitidine Claims”) (the “Mesh Claims,” the “Opioid Claims,” and the “Ranitidine Claims” are collectively referred to as the “Underlying Claims”). As described in more detail below, the claimants assert via the Underlying Claims that Endo’s products and extensive promotional campaign regarding opioids generally, which changed the prevailing practices in the medical community for the treatment of chronic pain, caused bodily injury.

3. Through the Plan, Endo agreed to (i) pay more than \$560 million on account of opioid-related claims, including \$200 million to the Department of Justice, \$273.6 million to state

and municipal opioid claimants, and \$89.2 million to private opioid claimants, and (ii) the formation of the Trust as part of a larger framework to resolve Endo's various liabilities, including its product liability claims. The bankruptcy distributions to opioid claimants were in addition to amounts paid to certain governmental entities prior to filing for bankruptcy on account of opioid settlements (as well as approximately \$3.6 billion paid to Mesh Claimants prior to the commencement of the bankruptcy cases).

4. Pursuant to the Plan, the Trust was assigned all of Endo's insurance rights and claims (together "rights"), including the right to proceeds, under the Insurance Policies. As the holder of all rights under the Insurance Policies, the Trust has standing to pursue claims under the Insurance Policies and is entrusted with obtaining the benefit of the Insurance Policies for the Trust's beneficiaries.

5. The Defendants have disputed and/or it is anticipated will dispute their obligations to cover the Underlying Claims under the Insurance Policies.

6. Accordingly, to effectuate the Trust's purposes and obtain clarity and finality regarding the Defendants' coverage obligations, the Trust seeks a determination that the Insurance Policies provide coverage for the Underlying Claims as set forth further in bullet point four below, as well as declarations set forth in bullet points one through three below stating that, subject only to any applicable attachment points and any applicable limits of liability:

- the Mesh Insurance Policies (defined below) provide coverage in full for the Mesh Claims;
- the Opioid Products Policies and CGL Policies (defined below) provide coverage in full for the Opioid Claims;
- the Ranitidine Insurance Policies (defined below) provide coverage in full for the Ranitidine Claims; and

- the Mesh Insurer Defendants and Opioid Products Insurer Defendants (defined below) have breached the Mesh Insurance Policies and Opioid Products Policies by refusing to provide coverage under those policies for the Mesh Claims and Opioid Claims.

7. Additionally, the Trust seeks compensation damages, interest, and such other relief as this Court deems just and proper.

## **PARTIES**

### **I. PLAINTIFF**

8. The Plaintiff is Matthew Dundon, in his capacity as the Trustee for the Trust, which was created pursuant to (1) section 6.2 of the Plan, which was confirmed by the United States Bankruptcy Court of the Southern District of New York on March 22, 2024 (ECF No. 3960) and (2) the Trust Agreement,<sup>3</sup> dated April 23, 2024, by and among Endo International plc, on behalf of itself and the other Debtors; Endo, Inc.; UMB Delaware Inc., or its successor, as Delaware Trustee, and Matthew J. Dundon, in his capacity as the GUC Trustee.

9. The Plan provides for the appointment of the GUC Trustee to administer the GUC Trust, to investigate and prosecute the GUC Trust Litigation Claims, including the causes of action asserted in this complaint, and to oversee the GUC Trust Assets, as those capitalized terms are defined in the Plan and the Trust Agreement.

10. The Trustee and the Trust are citizens of New York.

### **II. DEFENDANTS**

11. Defendant ACE Property and Casualty Insurance Company (“ACE”) is incorporated in Pennsylvania with its principal place of business in Philadelphia, Pennsylvania.

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<sup>3</sup> Notice of Filing of Seventh Plan Supplement, Ex. 1-A, In re Endo International plc, et al., No. 22-22549 (Bankr. S.D.N.Y. Apr. 23, 2024), ECF No. 4213, <https://restructuring.ra.kroll.com/endo/Home-DownloadPDF?id1=MzA5OTk0NA==&id2=-1>.

ACE issued the following Insurance Policy under which the Trust seeks coverage: Policy No. XCQ G72542083-001 (2021–2022) (CGL).

12. Defendant AEGIS Electric & Gas International Services 5 Limited (“AEGIS 5”) is incorporated in England with its principal place of business in London, United Kingdom. AEGIS 5 issued and/or underwrote the following Insurance Policy under which the Trust seeks coverage: Policy No. 509/DL575211 (2011–2012) (Products).

13. Defendant AEGIS Electric & Gas International Services Limited (“AEGIS”) is incorporated in Bermuda with its principal place of business in London, United Kingdom. AEGIS issued and/or underwrote the following Insurance Policy under which the Trust seeks coverage: Policy No. 509/DL575211 (2011–2012) (Products).

14. Defendant Ascot Corporate Name Limited (“Ascot”) is incorporated in England with its principal place of business in London, UK. Ascot issued and/or underwrote the following Insurance Policy under which the Trust seeks coverage: Policy No. EXSS105419 (2019–2020) (Products).

15. Defendant Aspen Insurance UK Limited (“Aspen”) is a private limited insurance company formed under the laws of England and Wales with its principal place of business in the United Kingdom. Aspen issued the following Insurance Policies under which the Trust seeks coverage: Policy No. O0A0YWK11A0H (2011–2012) (Products) and Policy No. O0A0YWK13A0H (2013–2014) (Products).

16. Defendant Atrium Corporate Capital Limited (“Atrium”) is a private limited company organized under the laws of the United Kingdom with its principal place of business in the United Kingdom. Atrium issued and/or underwrote the following Insurance Policy under which the Trust seeks coverage: Policy No. LSRXS00456-19 (2019–2020) (Products).

17. Defendant AXA XL Insurance Company UK Limited (“AXA”) is incorporated in the United Kingdom with its principal place of business in the United Kingdom. AXA issued the following Insurance Policy under which the Trust seeks coverage: Policy No. LSRXS00456-19 (2019–2020) (Products).

18. Defendant Beazley Underwriting Limited (“Beazley”) is incorporated in England with its principal place of business in London, United Kingdom. Beazley issued and/or underwrote the following Insurance Policy under which the Trust seeks coverage: Policy No. W24602190201 (2019–2020) (Products).

19. Defendant Catlin Syndicate Limited a/k/a AXA XL Syndicate Limited (“AXA XL”) is incorporated in the United Kingdom with its principal place of business in London, United Kingdom. AXA XL issued and/or underwrote the following Insurance Policies under which the Trust seeks coverage: Policy No. 509DL575111 (2011–2012) (Products), Policy No. B0509DL575113 (2013–2014) (Products), Policy No. LSRXS00198-16 (2016–2017) (Products), and Policy No. LSRXS00285-17 (2017–2018) (Products).

20. Defendant Chaucer Corporate Capital (No. 3) Limited (“Chaucer”) is incorporated in England with its principal place of business in London, United Kingdom. Chaucer issued and/or underwrote the following Insurance Policies under which the Trust seeks coverage: Policy No. LSRXS00198-16 (2016–2017) (Products), Policy No. LSRXS00285-17 (2017–2018) (Products), and Policy No. EXSS 1054-19 (2019–2020) (Products).

21. Defendant Chubb Custom Insurance Company (“Chubb”) is incorporated in New Jersey with its principal place of business in Whitehouse Station, New Jersey. Chubb issued the following Insurance Policies under which the Trust seeks coverage: Policy No. 7995-73-17 (2011–2012) (Products) and Policy No. 7995-73-17 (2013–2014) (Products).

22. Defendant Columbia Casualty Company (“Columbia Casualty”) is incorporated in Illinois with its principal place of business in Chicago, Illinois. Columbia Casualty issued the following Insurance Policies under which the Trust seeks coverage: Policy No. ADE 2054989843-9 (2011–2012) (Products), Policy No. ADE 2054989843-11 (2013–2014) (Products), and Policy No. ADE 4032127311-0 (2013–2014) (Products).

23. Defendant Coverys Capital Limited (“Coverys”) is incorporated in England with its principal place of business in London, United Kingdom. Coverys issued and/or underwrote the following Insurance Policy under which the Trust seeks coverage: Policy No. EXSS 1054-19 (2019–2020) (Products).

24. Defendant Endurance Specialty Insurance Ltd. (“Endurance”) is incorporated in Bermuda with its principal place of business in Bermuda. Endurance issued the following Insurance Policy under which the Trust seeks coverage: Policy No. EXC100042224400 (2013–2014) (Products).

25. Defendant Everest Group Ltd. (“Everest Group”) is a holding company incorporated in Bermuda. Everest Group issued and/or underwrote the following Insurance Policy under which the Trust seeks coverage: Policy No. LSRXS00456-19 (2019–2020) (Products).

26. Defendant Everest National Insurance Company (“Everest National”) is incorporated in Delaware with its principal place of business in Warren, New Jersey. Everest National issued the following Insurance Policies under which the Trust seeks coverage: Policy No. RM5GL00029181 (2018–2019) (CGL), Policy No. RM5GL00029191 (2019–2020) (CGL), Policy No. RM5GL00029201 (2020–2021) (CGL), Policy No. XC5CU00208-201 (2020–2021) (CGL), Policy No. RM5GL00029211 (2021–2022) (CGL), and Policy No. XC5CU00208-211 (2021–2022) (CGL).

27. Defendant Federal Insurance Company (“Federal”) is incorporated in Indiana with its principal place of business in Whitehouse Station, New Jersey. Federal issued the following Insurance Policies under which the Trust seeks coverage: Policy No. 7987-69-63 (2011–2012) (Products).

28. Defendant Gemini Insurance Company (“Gemini”) is incorporated in Delaware with its principal place of business in Scottsdale, Arizona. Gemini issued the following Insurance Policies under which the Trust seeks coverage: Policy No. GL\_12089-4 (2016–2017) (Products), Policy No. GL\_12089-5 (2017–2018) (Products), and Policy No. EX\_15281-1 (2017–2018) (Products).

29. Defendant Greenwich Insurance Company (“Greenwich”) is incorporated in Delaware with its principal place of business in Stamford, Connecticut. Greenwich issued the following Insurance Policies under which the Trust seeks coverage: Policy No. RGG943739201 (2010–2011) (CGL) and Policy No. RGG943739202 (2011–2012) (CGL).

30. Defendant Hiscox Dedicated Corporate Member Limited (“Hiscox”) is a company organized under the laws of England with its principal place of business in London, United Kingdom. Hiscox issued and/or underwrote the following Insurance Policies under which the Trust seeks coverage: Policy No. LSRXS00198-16 (2016–2017) (Products) and Policy No. LSRXS00285-17 (2017–2018) (Products).

31. Defendant Illinois Union Insurance Company (“Illinois Union”) is incorporated in Illinois with its principal place of business in Chicago, Illinois. Illinois Union issued the following Insurance Policies under which the Trust seeks coverage: Policy No. XSP G46817837 001 (2017–2018) (Products) and Policy No. XSP G46817837 003 (2019–2020) (Products).

32. Defendant Ironshore Specialty Insurance Company (“Ironshore”) is incorporated in Arizona with its principal place of business in Boston, Massachusetts. Ironshore issued the following Insurance Policies under which the Trust seeks coverage: Policy No. 001160200 (2011–2012) (Products), Policy No. 001160202 (2013–2014) (Products), Policy No. 001160205 (2016–2017) (Products), Policy No. 001160206 (2017–2018) (Products), Policy No. 001160208 (2019–2020) (Products), and Policy No. 003753201 (2019–2020) (Products).

33. Defendant Lexington Insurance Company (“Lexington”) is incorporated in Delaware with its principal place of business in Boston, Massachusetts. Lexington issued the following Insurance Policy under which the Trust seeks coverage: Policy No. 6794179 (2011–2012) (Products).

34. Defendant Liberty Insurance Underwriters Inc. (“Liberty Insurance”) is incorporated in Illinois with its principal place of business in Boston, Massachusetts. Liberty Insurance issued the following Insurance Policies under which the Trust seeks coverage: Policy No. 1000065157-03 (2010–2011) (CGL), Policy No. 1000065157-04 (2011–2012) (CGL), Policy No. 1000065157-05 (2012–2013) (CGL), Policy No. 1000065157-06 (2013–2014) (CGL), Policy No. 1000065157-07 (2014–2015) (CGL), Policy No. 1000065157-08 (2015–2016) (CGL), Policy No. 1000065157-09 (2016–2017) (CGL), and Policy No. 1000065157-10 (2017–2018) (CGL).

35. Defendant Liberty Specialty Markets Bermuda Limited (“Liberty Bermuda”) is incorporated in Bermuda with its principal place of business in Bermuda. Liberty Bermuda issued the following Insurance Policy under which the Trust seeks coverage: Policy No. ISH0005557 (2019–2020) (Products).

36. Defendant Markel International Insurance Company Limited (Markel Europe plc f/k/a Alterra Europe plc) (“Markel”) is a company organized under the laws of England with its principal place of business in London, United Kingdom. Markel issued the following Insurance Policies under which the Trust seeks coverage: Policy No. 71408-877-XSCLM-2011 (2011-2012) (Products), 100126-1289-XSCLM-2013 (2013-2014) (Products).

37. Defendant MS Amlin Corporate Member Limited (“Amlin”) is incorporated in the United Kingdom, with its principal place of business located in the United Kingdom. Amlin issued and/or underwrote the following Insurance Policies under which the Trust seeks coverage: Policy No. LSRXS00198-16 (2016–2017) (Products), Policy No. LSRXS00285-17 (2017–2018) (Products), and Policy No. LSRXS00456-19 (2019–2020) (Products).

38. Defendant Newline Corporate Name Limited (“Newline”) is incorporated in England with its principal place of business in London, United Kingdom. Newline issued and/or underwrote the following Insurance Policies under which the Trust seeks coverage: Policy No. B0509BOWCI1600558 (2016–2017) (Products), and Policy No. B0509BOWCI1900557 (2019–2020) (Products).

39. Defendant Ohio Casualty Insurance Company (“Ohio Casualty”) is incorporated in New Hampshire with its principal place of business in Boston, Massachusetts. Ohio Casualty issued the following Insurance Policies under which the Trust seeks coverage: Policy No. ECO(22)59929060 (2021–2022) (CGL).

40. Defendant Phoenix Insurance Company (“Phoenix”) is incorporated in Connecticut with its principal place of business in Hartford, Connecticut. Phoenix issued the following Insurance Policy under which the Trust seeks coverage: Policy No. H-660-3C070750-PHX-12 (2012–2013) (CGL).

41. Defendant QBE Insurance Corporation (“QBE”) is incorporated in Pennsylvania with its principal place of business in Sun Prairie, Wisconsin. QBE issued the following Insurance Policies under which the Trust seeks coverage: Policy No. CCU3971311 (2016–2017) (CGL) and Policy No. 100041114 (2020–2021) (CGL).

42. Defendant RenaissanceRe Corporate Capital (UK) Limited (“RenRe”) is incorporated in England with its principal place of business in London, United Kingdom. RenRe issued and/or underwrote the following Insurance Policies under which the Trust seeks coverage: Policy No. LSRXS00198-16 (2016–2017) (Products), Policy No. LSRXS00285-17 (2017–2018) (Products), and Policy No. LSRXS00456-19 (2019–2020) (Products).

43. Defendant St. Paul Fire and Marine Insurance Company (“St. Paul”) is incorporated in Connecticut with its principal place of business in Hartford, Connecticut. St. Paul issued the following Insurance Policies under which the Trust seeks coverage: Policy No. QI06401144 (2011–2012) (CGL), Policy No. ZUP-11R91939-12-NF (2012–2013) (CGL), Policy No. ZUP-11R91939-13-NF (2013–2014) (CGL), and Policy No. ZUP-11R91939-14-NF (2014–2015) (CGL). On information and belief, St. Paul issued Policy No. currently unknown (2010–2011) (CGL), under which the Trust seeks coverage.

44. Defendant StarStone Specialty Insurance Company (“StarStone”) is incorporated in Delaware with its principal place of business in Jersey City, New Jersey. StarStone issued the following Insurance Policy under which the Trust seeks coverage: Policy No. 34048D162AHL (2016–2017) (Products).

45. Defendant TDC Specialty Insurance Company (“TDC”) is incorporated in the District of Columbia with its principal place of business in Napa, California. TDC issued the following Insurance Policies under which the Trust seeks coverage: Policy No. LSX-00001-16-00

(2016–2017) (Products), Policy No. LSX-00024-17-00 (2017–2018) (Products), Policy No. LSX-00024-17-01 (2017–2018) (Products), and Policy No. LSX-00001-19-03 (2019–2020) (Products).

46. Defendant Travelers Indemnity Company of America (“Travelers Indemnity”) is incorporated in Connecticut with its principal place of business in Hartford, Connecticut. Travelers Indemnity issued the following Insurance Policies under which the Trust seeks coverage: Policy No. H-660-3C070750-TIA-13 (2013–2014) (CGL), Policy No. H-660-3C070750-TIA-14 (2014–2015) (CGL), Policy No. H-660-3C070750-TIA-15 (2015–2016) (CGL), Policy No. H-660-3C070750-TIA-16 (2016–2017) (CGL), and Policy No. H-660-3C070750-TIA-17 (2017–2018) (CGL).

47. Defendant Travelers Property Casualty Company of America (“Travelers Property”) is incorporated in Connecticut with its principal place of business in Hartford, Connecticut. Travelers Property issued the following Insurance Policies under which the Trust seeks coverage: Policy No. HSM-CUP-3C070750-TIL-12 (2012–2013) (CGL), Policy No. HSM-CUP-3C070750-TIL-13 (2013–2014) (CGL), Policy No. HSM-CUP-3C070750-TIL-14 (2014–2015) (CGL), Policy No. HSM-CUP-3C070750-TIL-15 (2015–2016) (CGL), Policy No. ZUP-11R91939-15-NF (2015–2016) (CGL), Policy No. HSM-CUP-3C070750-TIL-16 (2016–2017) (CGL), and Policy No. ZUP-11R91939-16-NF (2016–2017) (CGL).

48. Defendant Vibe Corporate Member Ltd. (“Vibe”) is a company organized under the laws of England with its principal place of business in London, United Kingdom. Vibe issued and/or underwrote the following Insurance Policy under which the Trust seeks coverage: Policy No. EXSS 1054-19 (2019–2020) (Products).

49. Defendant XL Insurance America, Inc. (“XL”) is incorporated in Delaware with its principal place of business in Stamford, Connecticut. XL issued the following Insurance Policies

under which the Trust seeks coverage: US00011755LI110 (2010–2011) (CGL), US00011755LI11A (2011–2012) (CGL), US00011755LI12A (2012–2013) (CGL), US00011755LI13A (2013–2014) (CGL), US00011755LI14A (2014–2015) (CGL), US00011755LI15A (2015–2016) (CGL), US00011755LI16A (2016–2017) (CGL), and US00011755LI17A (2017–2018) (CGL).

50. John Doe Insurance Companies 1–20 are the fictitious names of insurance companies presently unknown to Plaintiff, despite having conducted a reasonable search with due diligence, that, upon information and belief, issued or subscribed to policies issued to Endo between 2006 and 2022.

### **JURISDICTION AND VENUE**

51. The foregoing allegations are incorporated herein by reference.

52. Endo’s primary place of business is located in the Eastern District of Pennsylvania.

53. This Court has personal jurisdiction over each Defendant because each Defendant purposefully availed itself of the privilege of conducting activities in Pennsylvania and because those Pennsylvania contacts have given rise to the claims asserted here.

54. This Court has personal jurisdiction over each Defendant because each Defendant maintains continuous and systematic contacts with Pennsylvania.

55. This Court has personal jurisdiction over each Defendant because each Defendant is subject to the jurisdiction of Pennsylvania state courts in the Eastern District of Pennsylvania by virtue of Pennsylvania’s long-arm statute. 42 Pa. Consol. Stat. Ann. § 5322.

56. Under 42 Pa. Consol. Stat. Ann. § 5322(a)(6)(i), the Pennsylvania long-arm statute is satisfied with regard to each Defendant because, among other things, the claims against each Defendant arise from the transacting of business in Pennsylvania and/or the making of contracts

in Pennsylvania and/or entering into policies in which the broker was located in Pennsylvania and/or the contracting to insure persons and/or risks that were located in Pennsylvania at the time of the contracting, and each Defendant has the requisite minimum contacts with Pennsylvania in light of the surrounding circumstances of the case so as not to offend constitutional due process.

57. Under 28 U.S.C. § 1332(a), this Court has subject matter jurisdiction over each Defendant because there is complete diversity of citizenship between the Trustee and each Defendant and the amount in controversy here for each Defendant exceeds \$75,000, exclusive of interest and costs.

58. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events giving rise to these claims occurred in the Eastern District of Pennsylvania.

### **FACTUAL BACKGROUND**

#### **III. THE DEBTORS' BANKRUPTCY PROCEEDINGS AND FORMATION OF THE TRUST**

59. On August 16, 2022, the Debtors, facing mounting liability for the Underlying Claims, filed the Bankruptcy Case.

60. On March 18, 2024, the Debtors filed the Plan, which contemplated the creation of the Trust and the assignment of the rights under the Insurance Policies, as described in more detail below.

61. On March 22, 2024, the Bankruptcy Court issued an order approving the Plan (the "Confirmation Order").<sup>4</sup>

62. The Plan became effective on April 23, 2024 (the "Effective Date").

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<sup>4</sup> Findings of Fact, Conclusions of Law, and Order (I) Confirming the Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International Plc and Its Affiliated Debtors and (II) Approving the Disclosure Statement with Respect Thereto, In re Endo International plc, et al., No. 22-22549 (Bankr. S.D.N.Y. Mar. 22, 2024), ECF No. 3960, <https://restructuring.ra.kroll.com/endo/Home-DownloadPDF?id1=MzA4OTAzNQ==&id2=-1>.

63. Pursuant to the Plan, the Trust was created for the purpose of “receiving, collecting, holding, administering, liquidating, and distributing the assets of the GUC Trust,” and under the GUC Trust Agreement, which is considered part of the Plan and governs the Trust, the Trust shall seek to “obtain the benefit of” the Trust’s assets and to “act to maximize the distributions” to the Trust’s beneficiaries. Plan, Art. VI, Section 6.2(a)(i); UCC Resolution Term Sheet, *In re Endo International plc, et al.*, No. 22-22549 (Bankr. S.D.N.Y. Mar. 24, 2023), ECF No. 1505-1.

64. The Plan provides for the appointment of the GUC Trustee to administer the GUC Trust, to investigate and prosecute the GUC Trust Litigation Claims, including the causes of action asserted in this complaint, and to oversee the GUC Trust Assets, as those capitalized terms are defined in the Plan and the Trust Agreement.

65. One such asset is the rights to recover under the GUC Trust Insurance Policies,<sup>5</sup> which include the Insurance Policies.

66. On the Effective Date, the GUC Trust Insurance Rights,<sup>6</sup> which include the rights to claims and proceeds under the Insurance Policies, were “irrevocably transferred to and vest[ed] in the GUC Trust, free and clear of any and all Claims, Interests, Liens, other encumbrances, and liabilities of any kind.” Plan, Art. V, Section 5.2(b)(i)(2).

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<sup>5</sup> The GUC Trust Insurance Policies are defined as “any known or unknown insurance policies that do or may provide coverage to the Debtors for (a) GUC Trust Channeled Claims; and/or (b) Opioid Claims.” Plan, Art. I, Section 1.1.236; Art. V, Section 5.2(b)(i)(2). The “GUC Trust Channeled Claims” include the Mesh Claims and the Ranitidine Claims. Plan, Art. I, Sections 1.1.101 and 1.1.227.

<sup>6</sup> The “GUC Trust Insurance Rights,” are more fully defined as:

(a) all of the Debtors’ rights, including rights to Claims and/or proceeds, titles, privileges, interests, demands, or entitlements to any proceeds, payments, benefits, Causes of Action, choses in action, defense, or indemnity arising under, or attributable to the GUC Trust Insurance Policies, in each case, whether now existing or hereafter arising, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent . . . .

Plan, Art. I, Section 1.1.237.

67. The transfer of the GUC Trust Insurance Rights, including the right to pursue claims under the Insurance Policies, as well as additional cash consideration and the ability to pursue claims against other entities not relevant to this Complaint, resolved Endo's liabilities for claims held by the Trust's beneficiaries, including holders of Allowed Mesh Claims and Allowed Ranitidine Claims.

68. The Plan also resolved certain of Endo's other liabilities. To that end: Endo agreed (i) to pay \$119.2 million to be distributed to holders of Present Private Opioid Claims, which consist of Opioid Claims *not* brought by a State, Local Government, or Tribe, as defined below;<sup>7</sup> (ii) to the distribution of \$460.048 million to holders of State Opioid Claims, which includes Opioid Claims brought by States and Territories;<sup>8</sup> and (iii) to the distribution of \$15 million to holders of Tribal Opioid Claims, which includes Opioid Claims brought by Tribes.<sup>9</sup>

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<sup>7</sup> "Present Private Opioid Claims" are defined as:

[A]ny and all Opioid Claims that are not (a) State Opioid Claims; (b) Local Government Opioid Claims; (c) Tribal Opioid Claims; (d) Public School District Claims; (e) Canadian Provinces Claims; (f) Settling Co-Defendant Claims; (g) Other Opioid Claims; or (h) held by a Governmental Authority. For the avoidance of doubt, no (i) Future PI Claim; (ii) Co-Defendant Claim; nor (iii) any Claim held by a holder which is a distributor, manufacturer, or pharmacy engaged in the distribution, manufacture, or dispensing/sale of Opioids or Opioid Products is a Present Private Opioid Claim; provided, however, that, an Opioid Claim held by a non-governmental hospital shall be a Present Private Opioid Claim notwithstanding the fact that such hospital operated or operates a pharmacy that distributed, dispensed, or sold Opioids or Opioid Products.

Plan, Art. I, Section 1.1.425.

<sup>8</sup> "State Opioid Claims" mean:

[A]ny and all Opioid Claims held by (a) any State; and (b) any Territory; *provided, that*, for the avoidance of doubt, "State Opioid Claims" shall not include (i) Public School District Claims; or (ii) Local Government Opioid Claims.

Plan, Art. I, Section 1.1.524.

<sup>9</sup> "Tribal Opioid Claims" means "any and all Opioid Claims held by a Tribe," Plan, Art. I, Section 1.1.547, and "Tribe" is defined as:

[A]ny (a) American Indian or Alaska Native Tribe, band, nation, pueblo, village, or community that the U.S. Secretary of the Interior acknowledges as an Indian Tribe, as provided in the Federally Recognized Tribe List Act of 1994, 25 U.S.C. § 5130, and as periodically listed by the U.S. Secretary

69. In confirming the Plan, the Bankruptcy Court found that the “insurers party to the GUC Trust Insurance Policies had sufficient notice of the Plan.” Plan, Art. V, Section 5.20(b)(i)(2)(C); Confirmation Order, Finding KK.

70. The Bankruptcy Court further found that the “Debtors and their Estates [we]re entitled to a discharge of all Claims, Interests, and Causes of Action to the fullest extent permitted by section 1141(d) of the Bankruptcy Code,” and that the “discharge provisions set forth in Section 10.7 of the Plan are essential to the Plan and are necessary to preserve and enforce the discharges provided under the Plan.” Confirmation Order, Finding R. Section 10.7 of the Plan provides that “the Distributions, rights, and treatment that are provided in th[e] Plan shall be in full and final satisfaction, settlement, release, and discharge to the fullest extent permitted . . . of all Claims, Interests, and Causes of Action of any nature whatsoever.” Plan Art. X, Section 10.7. As part of this, the Debtors are discharged from liability for any claims that were or could have been asserted in the proofs of claim, including the Mesh Claims, the Opioid Claims, and the Ranitidine Claims. Pursuant to the Plan and Confirmation Order, Endo suffered a loss, on the Effective Date, in the full amount of that liability discharged by the Plan and Confirmation Order and the Defendants became obligated to pay that loss in full as of that date, subject only to the attachment points and liability limits of their policies, to the extent applicable.

71. Additionally, the Bankruptcy Court held that the Plan was proposed in good faith and was “the result of extensive, good faith, arm’s length negotiations” among the Debtors, the Official Committee of Unsecured Creditors, the Official Committee of Opioid Claimants, and

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of the Interior in the Federal Register pursuant to 25 U.S.C. § 5131; or (b) “Tribal Organization” as defined in the Indian Self-Determination and Education Assistance Act of 1975, as amended, 25 U.S.C. § 5304(l).

Plan, Art. I, Section 1.1.555.

other parties in interest. Confirmation Order, Finding K. The settlements reached and incorporated into the Plan, including the settlements described above, “were negotiated in good faith and at arm’s length and are essential elements of the Plan.” Confirmation Order, Finding T.

#### **IV. THE UNDERLYING CLAIMS**

72. Prior to the Petition Date, Debtors faced potential liability related to a variety of the products Endo and certain of its subsidiaries manufactured, marketed, or sold, as well as liability for its unbranded promotional activities relating to opioids generally, including liability for Mesh Claims, Opioid Claims, and Ranitidine Claims.

##### **A. THE MESH CLAIMS**

73. Endo and certain of its subsidiaries, including American Medical Systems Holdings, Inc. (which converted to Astora Women’s Health Holding LLC and merged into Astora Women’s Health LLC, also “Debtors”) have been named as defendants in tens of thousands of Mesh Claims alleging bodily injury resulting from the use of Debtors’ transvaginal surgical mesh products designed to treat issues such as pelvic organ prolapse or stress-induced urinary incontinence.

74. In general, the Mesh Claims assert that the transvaginal surgical mesh products caused bodily injury, including chronic pain, incontinence, inability to control bowel function, and permanent deformities.

75. Prior to the Petition Date, Endo resolved approximately 71,000 filed and unfiled Mesh Claims asserted in the United States.

76. As of June 30, 2022, Endo had paid approximately \$3.6 billion for Mesh Claims, \$67.5 million of which remained in qualified settlement funds related to these liabilities.

77. As of the Petition Date, Debtors still faced approximately 600 Mesh Claims pending in various state and federal courts throughout the United States.

78. Thousands of Mesh Claims were also pending in Canada, Australia, and other countries.

79. By orders dated April 3, 2023 and June 23, 2023, the Bankruptcy Court established deadlines for filing proofs of claim in the Bankruptcy Case (the “Bar Date”), including with respect to the Mesh Claims.

80. Thousands of mesh-related proofs of claim were filed prior to the Bar Date and asserted damages sufficient to far exceed the limits of the insurance coverage available for Mesh Claims.<sup>10</sup>

81. Hundreds of these Mesh Claims asserted damages in excess of \$2.5 million.

82. As described above, pursuant to the Confirmation Order, the Debtors’ liabilities in connection with the Mesh Claims are resolved and discharged.

83. Relevant Mesh Insurer Defendants, as defined below, have denied, have reserved the right to deny, are anticipated to deny, and/or are anticipated to reserve the right to deny coverage for the Mesh Claims.

## **B. THE OPIOID CLAIMS**

84. Prior to the Petition Date, Endo had been named as a defendant in over 3,500 Opioid Claims alleging liability for (1) bodily injury due to Endo’s opioid products, including generic opioids and branded opioids, such as Opana and Opana ER (the “Opioid Products Allegations”), and (2) bodily injury due to other opioid manufacturers’ products and illicit opioids, due to Endo’s unbranded promotional activities regarding opioids generally, which changed the views of the United States medical community regarding the safety and effectiveness for using

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<sup>10</sup> Publicly available information regarding the proofs of claim filed in the Bankruptcy Case, including details concerning the specific lawsuits that constitute the Mesh Claims, Opioid Claims, and Ranitidine Claims, can be found at the following link: <https://restructuring.ra.kroll.com/endo/Home-ClaimInfo>.

opioids for chronic pain and led to a dramatic increase in the prescription of opioids for chronic pain and ultimately to abuse and addiction by millions of people in the United States and elsewhere (the “Unbranded Promotional Activities”).

85. The Debtors’ opioid medications for treatment of chronic pain are classified by the Drug Enforcement Agency as Schedule II or Schedule III medications because the medications carry significant risks, including risks of addiction, abuse, and misuse.

86. The labeling approved for these opioid medications by the Food and Drug Administration warns, including through “black box” warnings, of the risks of addiction, abuse, and misuse.

87. The Opioid Claims have been brought by a variety of groups and individuals, including governmental entities, such as states, counties, and municipalities (the “Governmental Opioid Claims”), individuals (the “PI Opioid Claims”), guardians or parents on behalf of those who suffered from neonatal abstinence syndrome (the “NAS Opioid Claims”), and third party payors (the “TPP Opioid Claims”).

88. The Opioid Claims are based on several theories of liability that make clear that the Debtors faced liability for bodily injury related both to its own products and also as a result of the Unbranded Promotional Activities regarding products of other manufacturers and illicit opioids.

89. On the Petition Date, Debtors still faced more than 3,100 Opioid Claims, including Governmental Opioid Claims, PI Opioid Claims, NAS Opioid Claims, and TPP Opioid Claims. Prior to the Petition Date, Debtors paid approximately \$242 million in settlements for the Opioid Claims and had incurred approximately \$344 million in expenses defending the Opioid Claims.

90. Debtors further incurred \$594 million in resolving the liability for Present Private Opioid Claims, State Opioid Claims, and Tribal Opioid Claims during the Bankruptcy Case.

91. Prior to the Bar Date, hundreds of thousands of opioid-related proofs of claim were filed in the Bankruptcy Case.

92. Of these opioid-related proofs of claim, thousands were Governmental Opioid Claims, hundreds of thousands were TPP Opioid Claims, and tens of thousands were NAS Opioid Claims and PI Opioid Claims.

93. The opioid-related proofs of claim asserted total damages sufficient to far exceed the limits of the insurance coverage available for the Opioid Claims.

94. As described above, pursuant to the Confirmation Order, the Debtors' liabilities for the Opioid Claims are resolved and discharged.

*1. Opioid Products Allegations*

95. The Opioid Products Allegations include but are not limited to allegations that the Debtors manufactured, marketed, or sold substantial quantities of brand-name opioids, including Opana and Opana ER as well as generic opioids that purportedly caused serious and wide-ranging bodily injuries to their users.

96. The Opioid Products Allegations further allege that Debtors failed to maintain effective controls over the distribution of opioids, by selling and distributing far greater quantities of opioids than were necessary for legitimate medical purposes and by failing to report and halt suspicious orders, both of which purportedly led to an oversupply of their opioids and caused serious and wide-ranging bodily injuries among their users.

97. More specifically, the Opioid Products Allegations assert that Endo sold opioids that were only suitable for short-term post-surgical and trauma-related pain or for palliative end-

of-life care; that long-term opioid use caused addiction; that the effectiveness of the opioids waned after prolonged use, requiring individuals to continuously increase the dose of the opioids in order to achieve the same pain relief; and that the reformulation of Opana ER in 2011, which was intended to be resistant to abuse, was ineffective.

98. The Opioid Products Allegations further assert that Endo flooded the market with its brand-name and generic opioids, causing millions of people to suffer from substance abuse disorder, which led to the overdose and/or death of a large number of people.

2. *Opioid Unbranded Promotional Activities Allegations*

99. The Debtors' liability for bodily injury for the opioid Unbranded Promotional Activities arises from the Debtors' alleged role in creating, perpetuating, and contributing to the nationwide opioid crisis through their unbranded promotion of opioids generally, including the use of unbranded advertising, paid speakers and key opinion leaders, and industry-funded organizations posing as neutral and credible professional societies in the medical community.

100. It is alleged that the Debtors and their opioid manufacturing co-defendants changed the prevailing practices in the medical community for the treatment of chronic pain, and reduced the perception of the risks posed by opioids.

101. It is further alleged that these unbranded efforts were focused on opioids generally; they were not specific to the Debtors' products. Indeed, the unbranded content disseminated by these groups did not mention the Debtors or the Debtors' products.

102. The opioid Unbranded Promotional Activities allegations assert further that Debtors' and their co-defendants' facilitation of and participation in this unbranded promotion, in turn, led to the opioid epidemic as a whole by, among other things, causing and increasing the prescription and use of opioids generally including opioids manufactured, marketed, or sold by

other pharmaceutical companies and also led to increased abuse of illicit opioids, such as heroin and fentanyl, distributed through black market channels and, in turn, causing and increasing the serious and wide-ranging bodily injuries associated with that use and resulting addiction.

103. In many instances, the Debtors are alleged to be jointly and severally liable with other manufacturers of opioids for injuries caused by opioids that are not the Debtors' products. These injuries do not arise out of the Debtors' sales or representations about their own products, but instead are alleged to arise out of the Debtors' use of unbranded promotional activities to purportedly change the way the medical community and the public perceived, prescribed, and used opioids in general, and their concomitant or resulting use of other manufacturers' opioid products and illicit opioids.

104. Based on these Unbranded Promotional Activities allegations and related facts, the Opioid Claims seek to hold the Debtors liable because of bodily injuries, and because of costs incurred because of bodily injuries, allegedly caused by: (1) the Debtors' alleged conduct in creating and fueling the nationwide opioid crisis; (2) the opioid products of other manufacturers; and (3) illicit opioids.

105. Relevant CGL Insurer Defendants and Opioid Products Insurer Defendants, as defined below, have denied, have reserved the right to deny, are anticipated to deny, and/or are anticipated to reserve the right to deny coverage for the Opioid Claims.

### **C. THE RANITIDINE CLAIMS**

106. Prior to the Petition Date, Endo's subsidiary Par Pharmaceutical, Inc., also a Debtor, was named as a defendant in lawsuits alleging bodily injury resulting from the generic version of Zantac, which is typically prescribed to treat indigestion, heartburn, and acid reflux. The active ingredient in Zantac and its generic versions is ranitidine.

107. The Ranitidine Claims allege that under certain conditions ranitidine can break down to form an alleged carcinogen, causing various forms of cancer, including bladder, esophageal, gastric, liver, and pancreatic cancers.

108. The Ranitidine Claims assert several different causes of action, including but not limited to product liability, breach of warranty, negligence, and statutory claims.

109. Over a thousand ranitidine-related proofs of claim were filed prior to the Bar Date. These claims asserted total damages sufficient to far exceed the limits of the coverage available for the Ranitidine Claims.

110. As described above, pursuant to the Confirmation Order, the Debtors' liability for the Ranitidine Claims is resolved and discharged.

111. Relevant Ranitidine Insurer Defendants, as defined below, have denied, have reserved the right to deny, are anticipated to deny, and/or are anticipated to reserve the right to deny coverage for the Ranitidine Claims.

## **V. THE DEBTORS' INSURANCE COVERAGE**

112. Endo purchased a sweeping insurance portfolio. The insurance coverage issued to Endo responsive to the above-described claims, and at issue in this Complaint, is comprised of (1) products insurance policies (the "Products Policies"), and (2) commercial general liability insurance policies (the "CGL Policies").

113. Based on the evidence the Trust has been able to obtain to date, and upon information and belief, the Insurance Policies contain standard-form wording drafted by the insurance industry and supplied by the Defendants.

114. Consistent with the usual manner in which insurers market and sell and insureds purchase liability insurance, each of the Insurance Policies either contains comprehensive terms, conditions, and other provisions setting forth the coverage provided by the policy, subject to

applicable law; or contains limited provisions of its own and follows form to—that is, incorporates by reference—provisions of one or more underlying or otherwise listed or designated policies that themselves contain, or follow form to, one or more policies that contain comprehensive coverage provisions, which together determine the coverage provided by the policy, subject to applicable law.

**A. ENDO’S INSURANCE FOR PRODUCTS CLAIMS**

115. The Products Policies were issued for policy periods in the following years: 2011–2012, 2013–2014, 2016–2017, 2017–2018, and 2019–2020.

116. During all relevant times, Endo’s principal place of business was in Malvern, Pennsylvania. And the Products Policies list Endo’s address in Pennsylvania.

117. Based on the evidence the Trust has been able to obtain to date, the Products Policies promise in their affirmative grants of coverage, without limitation and with varying wording, to indemnify the insured for, or to pay on the insured’s behalf, all damages and defense costs that the insured becomes legally obligated to pay:

- a. because of bodily injury included within the products-completed operations hazard;<sup>11</sup> and
- b. because of bodily injury caused by an occurrence.<sup>12</sup>

118. As a result of the Plan, the Trust is entitled to enforce these promises and to receive the proceeds of the Products Policies pursuant to the policies’ affirmative grants of coverage.

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<sup>11</sup> “Products-completed operations hazard” is typically defined as follows: “Includes all ‘bodily injury’ and ‘property damage’ occurring away from premises you own or rent and arising out of ‘your product’ or ‘your work’ except: (1) Products that are still in your physical possession; or (2) Work that has not yet been completed or abandoned.”

<sup>12</sup> “Occurrence” typically means “an accident, including continuous or repeated exposure to substantially the same general harmful conditions.”

119. Under the terms of the Products Policies and applicable law, the Products Policies provide insurance coverage to the Debtors for the Debtors' liability and defense costs for or in connection with the Underlying Claims.

120. Pursuant to the Plan, the Trust is entitled to enforce the Debtors' rights to such coverage and to receive the proceeds of the Products Policies with respect to the Debtors' liability and defense costs for or with respect to the Underlying Claims.

121. More specifically, the Trust seeks to enforce the Debtors' right to coverage for the Mesh Claims under the Products Policies issued from 2011–2012 (the “Mesh Insurance Policies”); the Governmental Opioid Claims under the Products Policies issued from 2013–2014 (the “Governmental Insurance Policies”); the PI Opioid Claims and NAS Opioid Claims under the Products Policies issued from 2016–2017 (the “PI/NAS Insurance Policies”); the TPP Opioid Claims under the Products Policies issued from 2017–2018 (the “TPP Insurance Policies,” together with the Governmental Insurance Policies and PI/NAS Insurance Policies, the “Opioid Products Policies”);<sup>13</sup> and the Ranitidine Claims under the Products Policies issued from 2019–2020 (the “Ranitidine Insurance Policies”).<sup>14</sup>

122. A chart summarizing the relevant policy tower years for each type of claim is set forth as follows:

<b>Year</b>	<b>Claim Type</b>
2011–2012	Mesh Claims
2013–2014	Governmental Opioid Claims
2016–2017	PI/NAS Opioid Claims
2017–2018	TPP Opioid Claims
2019–2020	Ranitidine Claims

<sup>13</sup> As discussed below, the Trust also seeks to enforce the Debtors' right to coverage for the Opioid Claims under the CGL Policies. The Debtors do not seek a double recovery but reserves the right to allocate the Opioid Claims in a manner that maximizes coverage.

<sup>14</sup> These policies are identified in Exhibit A.

The Mesh Insurance Policies have collective coverage limits of at least \$80 million. The Governmental Insurance Policies have collective coverage limits of at least \$65 million. The PI/NAS Insurance Policies have collective coverage limits of at least \$70 million. The TPP Insurance Policies have collective coverage limits of at least \$55 million. The Ranitidine Policies have collective coverage limits of at least \$75 million. In the event that the Court determines that the Mesh Claims, Opioid Claims, or Ranitidine Claims are covered by Products Policies other than those set forth above, the Trust reserves its rights to recover for such claims under any of the Products Policies.

123. The Underlying Claims trigger the Defendants' coverage obligations under the terms and conditions of the Products Policies and applicable law, and the damages and defense costs incurred for or in connection with the Underlying Claims are in the coverage grants of the Products Policies because, without limitation, the Underlying Claims seek damages and defense costs that the insured becomes obligated to pay:

- a. because of bodily injury included within the products-completed operations hazard; and
- b. because of bodily injury caused by an occurrence.

124. Defendants sold the Products Policies to Endo in consideration of substantial premiums.

125. Endo has paid any and all necessary premiums for the Products Policies.

126. All applicable conditions precedent to coverage or recovery under the Products Policies, if any, have been satisfied, compliance with such conditions precedent is excused, such conditions precedent do not apply, or Defendants have waived or are estopped or otherwise precluded from relying on such conditions precedent.

127. Based on the evidence the Trust has been able to obtain to date, and upon information and belief, each of the Products Policies provides, and applicable law confirms, that the Defendants' obligations are not diminished in the event of the insured's insolvency or bankruptcy.

128. Each of the Products Policies has been in full force and effect since it was sold to Endo, including at all times material to this Complaint.

129. Other than any applicable attachment points and limits of liability, no exclusions or limitations in the Mesh Insurance Policies apply to coverage for the Mesh Claims, no exclusions or limitations in the Opioid Products Policies apply to coverage for the Opioid Claims, and no exclusions or limitations in the Ranitidine Insurance Policies apply to coverage for the Ranitidine Claims.

130. Defendants that sold the Mesh Insurance Policies (the "Mesh Insurer Defendants")<sup>15</sup> have been provided timely notice of the Mesh Claims.

131. Defendants that sold the Governmental Insurance Policies (the "Governmental Insurer Defendants")<sup>16</sup> have been provided timely notice of the Governmental Opioid Claims.

132. Defendants that sold the PI/NAS Insurance Policies (the "PI/NAS Insurer Defendants")<sup>17</sup> have been provided timely notice of the PI Opioid Claims and NAS Opioid Claims.

133. Defendants that sold the TPP Insurance Policies (the "TPP Insurer Defendants,"<sup>18</sup> together with the Governmental Insurer Defendants and the PI/NAS Insurer Defendants, the

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<sup>15</sup> The Mesh Insurer Defendants include Aspen, Chubb, Columbia Casualty, Federal, Ironshore, Lexington, AEGIS, AEGIS 5, AXA XL, and Markel.

<sup>16</sup> The Governmental Insurer Defendants include Aspen, Chubb, Columbia Casualty, Endurance, Ironshore, AXA XL, and Markel.

<sup>17</sup> The PI/NAS Insurer Defendants include Gemini, Ironshore, Hiscox, Chaucer, Newline, RenRe, Amlin, AXA XL, StarStone, and TDC.

<sup>18</sup> The TPP Insurer Defendants include Gemini, Illinois Union, Ironshore, Hiscox, Chaucer, RenRe, Amlin, AXA XL, and TDC.

“Opioid Products Insurer Defendants”) have been provided timely notice of the TPP Opioid Claims.

134. Defendants that sold the Ranitidine Insurance Policies (the “Ranitidine Insurer Defendants”)<sup>19</sup> have been provided timely notice of the Ranitidine Claims.

**B. ENDO’S INSURANCE FOR GENERAL LIABILITY CLAIMS**

135. The CGL Policies were issued from 2010–2022.

136. During these times, Endo’s principal place of business was in Malvern, Pennsylvania and the CGL Policies list Endo’s address in Pennsylvania.

137. Based on the evidence the Trust has been able to obtain to date, the CGL Policies promise in their affirmative grants of coverage, without limitation and with varying wording, to indemnify the insured for, or to pay on the insured’s behalf, all damages and defense costs that the insured becomes legally obligated to pay because of bodily injury.

138. As a result of the Plan, the Trust is entitled to enforce these promises and to receive the proceeds of the CGL Policies pursuant to the policies’ affirmative grants of coverage.

139. Under the terms of the CGL Policies and applicable law, the CGL Policies provide insurance coverage to the Debtors for the Debtors’ liability and defense costs for or in connection with the Opioid Claims because the opioid Unbranded Promotional Activities allegations assert liabilities that trigger the coverage obligations of the Defendants that issued the CGL Policies (the “CGL Insurer Defendants”)<sup>20</sup> under the CGL Policies.<sup>21</sup>

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<sup>19</sup> The Ranitidine Insurer Defendants include AXA, Illinois Union, Ironshore, Liberty Bermuda, Atrium, Chaucer, Newline, Ascot, RenRe, Coverys, Amlin, Beazley, Everest Group, Vibe, and TDC.

<sup>20</sup> The CGL Insurer Defendants include ACE, Everest National, Greenwich, Liberty Insurance, Ohio Casualty, Phoenix, QBE, St. Paul, Travelers Indemnity, Travelers Property, and XL.

<sup>21</sup> The CGL Policies’ Insuring Agreements provide coverage for “sums that the insured becomes legally obligated to pay as damages because of ‘bodily injury’ or property damage to which this insurance applies” as well as “personal and advertising injury to which this insurance applies”, or contain substantially similar language.

140. The CGL Policies identified in Exhibit A have collective coverage limits of at least approximately \$700 million.

141. Pursuant to the Plan, the Trust is entitled to enforce the Debtors' rights to such coverage and to receive the proceeds of the CGL Policies with respect to the Debtors' liability and defense costs for or with respect to the Opioid Claims.

142. The Trust does not seek a double recovery but does reserve the right to allocate the Opioid Claims among the CGL Policies and Opioid Products Policies in a manner that maximizes coverage.

143. The Opioid Claims trigger the Defendants' coverage obligations under the terms and conditions of the CGL Policies and applicable law, and the damages and defense costs incurred for or in connection with the Opioid Claims are in the coverage grants of the CGL Policies because, without limitation, the Opioid Claims seek damages and defense costs that the insured is obligated to pay because of bodily injury.

144. Defendants sold the CGL Policies to Endo in consideration of substantial premiums and Endo has paid any and all necessary premiums for the CGL Policies.

145. All applicable conditions precedent to coverage or recovery under the CGL Policies, if any, have been satisfied, compliance with such conditions precedent is excused, such conditions precedent do not apply, or Defendants have waived or are estopped or otherwise precluded from relying on such conditions precedent.

146. Based on the evidence the Trust has been able to obtain to date, and upon information and belief, each of the CGL Policies provides, and applicable law confirms, that the Defendants' obligations are not diminished in the event of the insured's insolvency or bankruptcy.

147. Each of the CGL Policies has been in full force and effect since it was sold to Endo, including at all times material to this Complaint.

148. No exclusions or limitations in the CGL Policies (other than any applicable attachment points and limits of liability) apply to coverage for the Opioid Claims.

149. Certain of the CGL Policies contain exclusions for bodily injuries that are within the products-completed operations hazard, which generally is defined to apply to products of the Debtors.

150. Defendants bear the burden of establishing that such exclusions bar coverage and they cannot meet that burden.

**COUNT ONE: DECLARATORY JUDGMENT (ALL DEFENDANTS)**

151. The Trust incorporates the foregoing paragraphs as fully set forth herein.

152. Because the Effective Date has occurred, the Debtors' rights to the proceeds of the Insurance Policies for the Underlying Claims were transferred to the Trust, and the Trust is solely responsible for preserving, securing, and obtaining the benefits of the GUC Trust Insurance Rights.

153. Pursuant to the assignment of the GUC Trust Insurance Rights and the Trust's rights and obligations to "preserve, secure, and obtain the benefit of the" GUC Trust Insurance Rights, the Trust has a legally protected interest directly at issue and subject to immediate or prospective consequential relief.

154. The Trust asserts and seeks a declaratory judgment that each of the Defendants is obligated under each of the Insurance Policies it issued or subscribed to, including each policy period of each such Insurance Policy, to provide coverage in full for the Debtors' liability and defense costs for the Underlying Claims that trigger the coverage obligations of the policy in question as set forth above, subject only to any applicable attachment points and any applicable limits of liability of the Insurance Policies in question.

155. Defendant Insurers have disputed, declined, or failed to perform fully their coverage obligations with respect to the Underlying Claims or, upon information and belief, it is anticipated that they will dispute, decline, or fail to perform fully these obligations.

156. As a result, the Trust has a real, substantial, presently existing controversy as to which it seeks specific relief.

157. In light of the dispute regarding the Defendants' obligations to make payments, an actual, justiciable, and ripe controversy exists among the parties regarding the nature and extent of the Defendants' obligations under the Insurance Policies.

158. The requested declaratory relief will terminate some or all of the controversy between the Trust and the Defendants.

**COUNT TWO: BREACH OF CONTRACT (THE MESH INSURER DEFENDANTS AND THE OPIOID PRODUCTS INSURER DEFENDANTS)**

159. The Trust incorporates the foregoing paragraphs as fully set forth herein.

160. The Insurance Policies are each valid and enforceable contracts that remain in effect.

161. As the holder of all of Endo's rights under the Insurance Policies under the transfer of the GUC Trust Insurance Rights, the Trust has standing to pursue claims under the Insurance Policies.

162. Pursuant to the assignment of the GUC Trust Insurance Rights and the Trust's rights and obligations to "preserve, secure, and obtain the benefit of the" GUC Trust Insurance Rights, the Trust has a legally protected interest directly at issue and subject to immediate or prospective consequential relief.

163. Endo and the Trust have satisfied all conditions precedent under the Insurance Policies, including the payment of all premiums required by the Insurance Policies.

164. The terms of the Insurance Policies unambiguously require the Mesh Insurer Defendants and the Opioid Products Insurer Defendants to defend or reimburse the insured for any defense costs incurred in connection with the Mesh Claims and Opioid Claims, and to indemnify the insured for any amounts the insured becomes legally obligated to pay for the Mesh Claims and Opioid Claims.

165. Alternatively, the terms of the Insurance Policies are ambiguous and must be construed in favor of coverage for the insured.

166. Although the plain terms of the Mesh Insurance Policies obligate the Mesh Insurer Defendants to pay in full for the Mesh Claims, the Mesh Insurer Defendants thus far have refused or will refuse requests that they pay claims billed to them prior to Endo's bankruptcy and/or have stated or it is anticipated will state definitely and finally that they will not pay any amount for any Mesh Claims for which Endo and/or the Trust become legally obligated to pay.

167. Although the plain terms of the Opioid Products Policies obligate the Opioid Products Insurer Defendants to pay in full for the Opioid Claims, the Opioid Products Insurer Defendants thus far have refused or will refuse requests that they pay claims billed to them prior to Endo's bankruptcy and/or have stated or it is anticipated will state definitely and finally that they will not pay any amount for any Opioid Claims for which Endo and/or the Trust become legally obligated to pay.

168. The Mesh Insurer Defendants and the Opioid Products Insurer Defendants have breached or it is anticipated that they will breach their contractual obligations under the Mesh Insurance Policies and Opioid Products Policies by, among other things, refusing and failing to defend and/or delaying payment and/or refusing to fully pay defense and indemnity costs, in

connection with the Mesh Claims and the Opioid Claims in accordance with the express terms of the Mesh Insurance Policies and the Opioid Products Policies.

169. In breaching and/or anticipatorily breaching their contractual obligations as set forth above, the Mesh Insurer Defendants and the Opioid Products Insurer Defendants have deprived Endo (and now the Trust and its beneficiaries), or threatened to deprive the Trust and its beneficiaries, of the insurance protection for which Endo paid substantial premiums.

170. As a direct and proximate result of the Mesh Insurer Defendants and Opioid Products Insurer Defendants' breaches and/or anticipatory breaches of the Insurance Policies, the Trust has suffered or will suffer substantial monetary damages and may continue to incur such damages in the future.

#### **VI. JURY DEMAND**

171. The Trustee hereby requests a trial by jury.

#### **VII. PRAYER FOR RELIEF**

WHEREFORE, the Trustee respectfully prays that this Court grant the following relief:

- a. Declaratory judgment setting forth the rights of the Trust and obligations of the Defendants under the Insurance Policies with respect to the Underlying Claims;
- b. Judgment awarding Plaintiff all damages sustained as a result of Defendants' breaches of contract;
- c. Judgment awarding Plaintiff pre-judgment and post-judgment interest as allowed by law; and
- d. Any and all other relief to which Plaintiff may be entitled.

Dated: August 15, 2024

Respectfully submitted,

/s/ Alexander S. Brown

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# **EXHIBIT A**

**EXHIBIT A****SCHEDULE OF DEBTORS' INSURANCE POLICIES**

<b>Defendant Insurer</b>	<b>Insurer that Issued the Policy</b>	<b>Policy Number</b>	<b>Policy Term</b>	<b>Policy Type</b>	<b>Claim Type</b>
Lexington Insurance Company	Lexington Insurance Company	6794179	9/26/2011– 9/26/2012	Products	Mesh
Columbia Casualty Company	Columbia Casualty Company	ADE 2054989843-9	9/26/2011– 9/26/2012	Products	Mesh
Aspen Insurance UK Limited	Aspen Insurance UK Limited	O0A0YWK11A0H	9/26/2011– 9/26/2012	Products	Mesh
Chubb Custom Insurance Company	Chubb Custom Insurance Company	7995-73-17	9/26/2011– 9/26/2012	Products	Mesh
Ironshore Specialty Insurance Company	Ironshore Specialty Insurance Company	001160200	9/26/2011– 9/26/2012	Products	Mesh
Federal Insurance Company	Federal Insurance Company	7987-69-63	9/26/2011– 9/26/2012	Products	Mesh
Catlin Syndicate Limited a/k/a AXA XL Syndicate Limited	Certain Underwriters at Lloyd's, London	509DL575111	9/26/2011– 9/26/2012	Products	Mesh
Markel International Insurance Company Limited	Alterra Europe PLC	71408-877-XSCLM-2011	9/26/2011– 9/26/2012	Products	Mesh

AEGIS Electric & Gas International Services Limited and AEGIS Electric & Gas International Services 5 Limited.	Certain Underwriters at Lloyd's, London	509/DL575211	9/26/2011– 9/26/2012	Products	Mesh
Ironshore Specialty Insurance Company	Ironshore Specialty Insurance Company	001160202	9/26/2013– 9/26/2014	Products	Opioids– Governmental
Columbia Casualty Company	Columbia Casualty Company	ADE 2054989843-11	9/26/2013– 9/26/2014	Products	Opioids– Governmental
Aspen Insurance UK Limited	Aspen Insurance UK Limited	O0A0YWK13A0H	9/26/2013– 9/26/2014	Products	Opioids– Governmental
Markel International Insurance Company Limited	Markel Europe PLC	100126-1289-XSCLM-2013	9/26/2013– 9/26/2014	Products	Opioids– Governmental
Chubb Custom Insurance Company	Chubb Custom Insurance Company	7995-73-17	9/26/2013– 9/26/2014	Products	Opioids– Governmental
Columbia Casualty Company	Columbia Casualty Company	ADE 4032127311-0	9/26/2013– 9/26/2014	Products	Opioids– Governmental
Catlin Syndicate Limited a/k/a AXA XL Syndicate Limited	Certain Underwriters at Lloyd's, London	B0509DL575113	9/26/2013– 9/26/2014	Products	Opioids– Governmental
Endurance Specialty Insurance Ltd.	Endurance Specialty Insurance Ltd.	EXC10004224400	9/26/2013– 9/26/2014	Products	Opioids– Governmental
Gemini Insurance Company	Gemini Insurance Company	GL_12089-4	9/26/2016– 9/26/2017	Products	Opioids– PI/NAS
Ironshore Specialty Insurance Company	Ironshore Specialty Insurance Company	001160205	9/26/2016– 9/26/2017	Products	Opioids– PI/NAS

Hiscox Dedicated Corporate Member Limited; Chaucer Corporate Capital (No. 3) Limited; RenaissanceRe Corporate Capital (UK) Limited; MS Amlin Corporate Member Limited; and Catlin Syndicate Limited a/k/a AXA XL Syndicate Limited	Certain Underwriters at Lloyd's, London	LSRXS00198-16	9/26/2016– 9/26/2017	Products	Opioids– PI/NAS
TDC Specialty Insurance Company	TDC Specialty Insurance Company	LSX-00001-16-00	9/26/2016– 9/26/2017	Products	Opioids– PI/NAS
Newline Corporate Name Limited	Certain Underwriters as Lloyd's, London	B0509BOWCI1600558	9/26/2016– 9/26/2017	Products	Opioids– PI/NAS
StarStone Specialty Insurance Company	StarStone Specialty Insurance Company	34048D162AHL	9/26/2016– 9/26/2017	Products	Opioids– PI/NAS
Gemini Insurance Company	Gemini Insurance Company	GL_12089-5	9/26/2017– 9/26/2018	Products	Opioids–TPP
Ironshore Specialty Insurance Company	Ironshore Specialty Insurance Company	001160206	9/26/2017– 9/26/2018	Products	Opioids–TPP
Gemini Insurance Company	Gemini Insurance Company	EX_15281-1	9/26/2017– 9/26/2018	Products	Opioids–TPP
Hiscox Dedicated Corporate Member Limited; Chaucer Corporate Capital (No. 3) Limited; RenaissanceRe Corporate Capital (UK) Limited; MS Amlin Corporate Member Limited; and Catlin Syndicate Limited a/k/a AXA XL Syndicate Limited.	Certain Underwriters at Lloyd's, London	LSRXS00285-17	9/26/2017– 9/26/2018	Products	Opioids–TPP

TDC Specialty Insurance Company	TDC Specialty Insurance Company	LSX-00024-17-00	9/26/2017– 9/26/2018	Products	Opioids–TPP
TDC Specialty Insurance Company	TDC Specialty Insurance Company	LSX-00001-17-01	9/26/2017– 9/26/2018	Products	Opioids–TPP
Illinois Union Insurance Company	Illinois Union Insurance Company	XSP G46817837 001	9/26/2017– 9/26/2018	Products	Opioids–TPP
Ironshore Specialty Insurance Company	Ironshore Specialty Insurance Company	003753201	9/26/2019– 9/26/2020	Products	Ranitidine
Chaucer Corporate Capital (No. 3) Limited; Ascot Corporate Name Limited; Coverys Capital Limited, and Vibe Corporate Member Ltd	Certain Underwriters at Lloyd’s, London	EXSS 1054-19	9/26/2019– 9/26/2020	Products	Ranitidine
TDC Specialty Insurance Company	TDC Specialty Insurance Company	LSX-00001-19-03	9/26/2019– 9/26/2020	Products	Ranitidine
AXA XL Insurance Company UK Limited; Atrium Corporate Capital Limited; RenaissanceRe Corporate Capital (UK) Limited; MS Amlin Corporate Member Limited; and Everest Group Ltd.	Certain Underwriters at Lloyd’s London	LSRXS00456-19	9/26/2019– 9/26/2020	Products	Ranitidine
Ironshore Specialty Insurance Company	Ironshore Specialty Insurance Company	001160208	9/26/2019– 9/26/2020	Products	Ranitidine
Illinois Union Insurance Company	Illinois Union Insurance Company	XSP G46817837 003	9/26/2019– 9/26/2020	Products	Ranitidine
Beazley Underwriting Limited	Certain Underwriters at Lloyd’s, London	W24602190201	9/26/2019– 9/26/2020	Products	Ranitidine

Liberty Specialty Markets Bermuda Limited	Liberty Specialty Markets Agency Limited	ISH0005557	9/26/2019–9/26/2020	Products	Ranitidine
Newline Corporate Name Limited	Certain Underwriter's at Lloyd's, London	B0509BOWCI1900557	9/26/2019–9/26/2020	Products	Ranitidine
Greenwich Insurance Company	Greenwich Insurance Company	RGG943739201	9/26/2010–9/26/2011	CGL	Opioid
XL Insurance America, Inc.	XL Insurance America, Inc.	US00011755LI110	9/26/2010–9/26/2011	CGL	Opioid
St. Paul Fire and Marine Insurance Company	St. Paul Fire and Marine Insurance Company	Unknown	9/26/2010–9/26/2011	CGL	Opioid
Liberty Insurance Underwriters Inc.	Liberty Insurance Underwriters Inc.	1000065157-03	9/26/2010–9/26/2011	CGL	Opioid
Greenwich Insurance Company	Greenwich Insurance Company	RGG943739202	9/26/2011–9/26/2012	CGL	Opioid
XL Insurance America, Inc.	XL Insurance America, Inc.	US00011755LI11A	9/26/2011–9/26/2012	CGL	Opioid
St. Paul Fire and Marine Insurance Company	St. Paul Fire and Marine Insurance Company	QI06401144	9/26/2011–9/26/2012	CGL	Opioid
Liberty Insurance Underwriters Inc.	Liberty Insurance Underwriters Inc.	1000065157-04	9/26/2011–9/26/2012	CGL	Opioid
Phoenix Insurance Company	Phoenix Insurance Company	H-660-3C070750-PHX-12	9/26/2012–9/26/2013	CGL	Opioid

Travelers Property Casualty Company of America	Travelers Property Casualty Company of America	HSM-CUP-3C070750-TIL-12	9/26/2012–9/26/2013	CGL	Opioid
XL Insurance America, Inc.	XL Insurance America, Inc.	US00011755LI12A	9/26/2012–9/26/2013	CGL	Opioid
St. Paul Fire and Marine Insurance Company	St. Paul Fire and Marine Insurance Company	ZUP-11R91939-12-NF	9/26/2012–9/26/2013	CGL	Opioid
Liberty Insurance Underwriters Inc.	Liberty Insurance Underwriters Inc.	1000065157-05	9/26/2012–9/26/2013	CGL	Opioid
Travelers Indemnity Company of America	Travelers Indemnity Company of America	H-660-3C070750-TIA-13	9/26/2013–9/26/2014	CGL	Opioid
Travelers Property Casualty Company of America	Travelers Property Casualty Company of America	HSM-CUP-3C070750-TIL-13	9/26/2013–9/26/2014	CGL	Opioid
XL Insurance America, Inc.	XL Insurance America, Inc.	US00011755LI13A	9/26/2013–9/26/2014	CGL	Opioid
St. Paul Fire and Marine Insurance Company	St. Paul Fire and Marine Insurance Company	ZUP-11R91939-13-NF	9/26/2013–9/26/2014	CGL	Opioid
Liberty Insurance Underwriters Inc.	Liberty Insurance Underwriters Inc.	1000065157-06	9/26/2013–9/26/2014	CGL	Opioid
Travelers Indemnity Company of America	Travelers Indemnity Company of America	H-660-3C070750-TIA-14	9/26/2014–9/26/2015	CGL	Opioid
Travelers Property Casualty Company of America	Travelers Property Casualty Company of America	HSM-CUP-3C070750-TIL-14	9/26/2014–9/26/2015	CGL	Opioid

XL Insurance America, Inc.	XL Insurance America, Inc.	US00011755LI14A	9/26/2014–9/26/2015	CGL	Opioid
St. Paul Fire and Marine Insurance Company	St. Paul Fire and Marine Insurance Company	ZUP-11R91939-14-NF	9/26/2014–9/26/2015	CGL	Opioid
Liberty Insurance Underwriters Inc.	Liberty Insurance Underwriters Inc.	1000065157-07	9/26/2014–9/26/2015	CGL	Opioid
Travelers Indemnity Company of America	Travelers Indemnity Company of America	H-660-3C070750-TIA-15	9/26/2015–9/26/2016	CGL	Opioid
Travelers Property Casualty Company of America	Travelers Property Casualty Company of America	HSM-CUP-3C070750-TIL-15	9/26/2015–9/26/2016	CGL	Opioid
XL Insurance America, Inc.	XL Insurance America, Inc.	US00011755LI15A	9/26/2015–9/26/2016	CGL	Opioid
Travelers Property Casualty Company of America	Travelers Property Casualty Company of America	ZUP-11R91939-15-NF	9/26/2015–9/26/2016	CGL	Opioid
Liberty Insurance Underwriters Inc.	Liberty Insurance Underwriters Inc.	1000065157-08	9/26/2015–9/26/2016	CGL	Opioid
Travelers Indemnity Company of America	Travelers Indemnity Company of America	H-660-3C070750-TIA-16	9/26/2016–9/26/2017	CGL	Opioid
Travelers Property Casualty Company of America	Travelers Property Casualty Company of America	HSM-CUP-3C070750-TIL-16	9/26/2016–9/26/2017	CGL	Opioid
XL Insurance America, Inc.	XL Insurance America, Inc.	US00011755LI16A	9/26/2016–9/26/2017	CGL	Opioid

Travelers Property Casualty Company of America	Travelers Property Casualty Company of America	ZUP-11R91939-16-NF	9/26/2016–9/26/2017	CGL	Opioid
Liberty Insurance Underwriters Inc.	Liberty Insurance Underwriters Inc.	1000065157-09	9/26/2016–9/26/2017	CGL	Opioid
QBE Insurance Corporation	QBE Insurance Corporation	CCU3971311	9/26/2016–9/26/2017	CGL	Opioid
Travelers Indemnity Company of America	Travelers Indemnity Company of America	H-660-3C070750-TIA-17	9/26/2017–9/26/2018	CGL	Opioid
XL Insurance America, Inc.	XL Insurance America, Inc.	US00011755LI17A	9/26/2017–9/26/2018	CGL	Opioid
Liberty Insurance Underwriters Inc.	Liberty Insurance Underwriters Inc.	1000065157-10	9/26/2017–9/26/2018	CGL	Opioid
Everest National Insurance Company	Everest National Insurance Company	RM5GL00029181	9/26/2018–9/26/2019	CGL	Opioid
Everest National Insurance Company	Everest National Insurance Company	RM5GL00029191	9/26/2019–9/26/2020	CGL	Opioid
Everest National Insurance Company	Everest National Insurance Company	RM5GL00029201	9/26/2020–9/26/2021	CGL	Opioid
Everest National Insurance Company	Everest National Insurance Company	XC5CU00208-201	9/26/2020–9/26/2021	CGL	Opioid
QBE Insurance Corporation	QBE Insurance Corporation	100041114	9/26/2020–9/26/2021	CGL	Opioid
Everest National Insurance Company	Everest National Insurance Company	RM5GL00029211	9/26/2021–9/26/2022	CGL	Opioid

Everest National Insurance Company	Everest National Insurance Company	XC5CU00208-211	9/26/2021– 9/26/2022	CGL	Opioid
ACE Property and Casualty Insurance Company	ACE Property and Casualty Insurance Company	XCQ G72542083-001	9/26/2021– 9/26/2022	CGL	Opioid
Ohio Casualty Insurance Company	Ohio Casualty Insurance Company	ECO(22)59929060	9/26/2021– 9/26/2022	CGL	Opioid

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Matthew Dundon, Trustee of the Endo GUC Trust

(b) County of Residence of First Listed Plaintiff Westchester, NY (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Alexander S. Brown & Lee M. Epstein, Flaster Greenberg P.C., 1717 Arch Street, Suite 3300, Philadelphia, PA 19103. (T): 215-279-9393

DEFENDANTS

ACE Property and Casualty Insurance Company, et al.

County of Residence of First Listed Defendant Philadelphia, PA (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Unknown

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status. Includes options for Citizen of This State, Citizen of Another State, and Citizen or Subject of a Foreign Country.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal codes and descriptions.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(a) and 28 U.S.C. § 2201. Brief description of cause: Declaratory Judgment for Insurance Coverage and Breach of Contract

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [ ] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE August 15, 2024 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: Ten Bank Street, Suite 1100, White Plains, NY 10606

Address of Defendant: Ace Property and Casualty Insurance Company, 436 Walnut St., Philadelphia, PA 19106

Place of Accident, Incident or Transaction: Malvern, PA

RELATED CASE IF ANY:

Case Number: Judge: Date Terminated

Civil cases are deemed related when Yes is answered to any of the following questions:

- 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes No [X]
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit Pending or within one year previously terminated action in this court? Yes No [X]
3. Does this case involve the validity or infringement of a patent already in suit or any earlier Numbered case pending or within one year previously terminated action of this court? Yes No [X]
4. Is this case a second or successive habeas corpus, social security appeal, or pro se case filed by the same individual? Yes No [X]

I certify that, to my knowledge, the within case is/is not related to any now pending or within one year previously terminated action in this court except as note above.

DATE: August 15, 2024

[Signature]

316599

Attorney-at-Law (Must sign above)

Attorney I.D. # (if applicable)

Civil (Place a checkmark in one category only)

A. Federal Question Cases:

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
2. FELA
3. Jones Act-Personal Injury
4. Antitrust
5. Wage and Hour Class Action/Collective Action
6. Patent
7. Copyright/Trademark
8. Employment
9. Labor-Management Relations
10. Civil Rights
11. Habeas Corpus
12. Securities Cases
13. Social Security Review Cases
14. Qui Tam Cases
15. All Other Federal Question Cases. (Please specify):

B. Diversity Jurisdiction Cases:

- [X] 1. Insurance Contract and Other Contracts
2. Airplane Personal Injury
3. Assault, Defamation
4. Marine Personal Injury
5. Motor Vehicle Personal Injury
6. Other Personal Injury (Please specify):
7. Products Liability
8. All Other Diversity Cases: (Please specify):

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration)

I, Alexander Brown, counsel of record or pro se plaintiff, do hereby certify:

[X] Pursuant to Local Civil Rule 53.2 § 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

[ ] Relief other than monetary damages is sought.

DATE: August 15, 2024

[Signature]

316599

Attorney-at-Law (Sign here if applicable)

Attorney ID # (if applicable)

NOTE: A trial de novo will be a jury only if there has been compliance with F.R.C.P. 38.