

UNITED STATES JUDICIAL PANEL
on
MULTIDISTRICT LITIGATION

NOTICE OF HEARING SESSION

Pursuant to the order of the United States Judicial Panel on Multidistrict Litigation filed today, notice is hereby given that a hearing session has been scheduled to consider various matters under 28 U.S.C. § 1407.

DATE OF HEARING SESSION: **September 24, 2020**

LOCATION OF HEARING SESSION: United States Judicial Panel on Multidistrict Litigation
Thurgood Marshall Federal Judiciary Building
One Columbus Circle, NE
Washington, DC 20544-0005

TIME OF HEARING SESSION: **9:30 a.m.**

SCHEDULED MATTERS: Matters scheduled for consideration at this hearing session are listed on the enclosed Hearing Session Order and Schedule of Matters for Hearing Session.

- Section A of this Schedule lists the matters designated for oral argument **by videoconference or teleconference** and includes all actions encompassed by Motion(s) for transfer filed pursuant to Rules 6.1 and 6.2 and Orders to Show Cause filed pursuant to Rule 8.1(a). Any party waiving oral argument pursuant to Rule 11.1(d) need not participate in the Hearing Session videoconference or teleconference.
- Section B of this Schedule lists the matters that the Panel has determined to consider **without oral argument**, pursuant to Rule 11.1(c). Parties and counsel involved in these matters need not participate in the Hearing Session.

ORAL ARGUMENT:

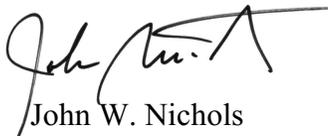
- **THE PANEL WILL HEAR ORAL ARGUMENT BY VIDEOCONFERENCE OR TELECONFERENCE.** Further details regarding how the Hearing Session will be conducted—including sign-in information, allocation of argument times, and a mandatory training session for arguing attorneys—shall be provided after the filing of the parties' Notices of Presentation or Waiver of Oral Argument. Note that the training session is not mandatory for attorneys who previously have attended a training session.
- The Panel carefully considers the positions advocated in filings with the Panel when it allocates time to attorneys presenting oral argument. The Panel, therefore, expects attorneys to adhere to those positions including those concerning an appropriate transferee district.

- 2 -

- The Panel expects attorneys presenting oral argument to be prepared to discuss what steps they have taken to pursue alternatives to centralization including, but not limited to, engaging in informal coordination of discovery and scheduling, and seeking Section 1404 transfer of one or more of the subject cases.

For those matters listed on Section A of the Schedule, the “Notice of Presentation or Waiver of Oral Argument” must be filed in this office no later than **August 31, 2020**. The procedures governing Panel oral argument (Panel Rule 11.1) are attached. The Panel strictly adheres to these procedures.

FOR THE PANEL:



John W. Nichols
Clerk of the Panel

UNITED STATES JUDICIAL PANEL
on
MULTIDISTRICT LITIGATION

HEARING SESSION ORDER

The Panel issues the following orders in connection with its next hearing session,

IT IS ORDERED that on September 24, 2020, the Panel will convene a hearing session in Washington, DC, to consider the matters on the attached Schedule under 28 U.S.C. § 1407.

IT IS FURTHER ORDERED that the Panel may, on its own initiative, consider transfer of any or all of the actions in those matters to any district or districts.

IT IS FURTHER ORDERED that, in light of the ongoing COVID-19 pandemic, the Panel will hear oral argument on the matters listed on Section A of the attached Schedule **by videoconference or teleconference**, unless the parties waive oral argument or unless the Panel later decides to dispense with oral argument pursuant to Panel Rule 11.1(c).

IT IS FURTHER ORDERED that the Panel will consider without oral argument the matters listed on Section B of the attached Schedule pursuant to Panel Rule 11.1(c). The Panel reserves the prerogative, on any basis including submissions of parties pursuant to Panel Rule 11.1(b), to designate any of those matters for oral argument.

IT IS FURTHER ORDERED that the Clerk of the Judicial Panel on Multidistrict Litigation shall direct notice of this hearing session to counsel for all parties involved in the matters on the attached Schedule.

PANEL ON MULTIDISTRICT LITIGATION



Karen K. Caldwell
Chair

Ellen Segal Huvelle	R. David Proctor
Catherine D. Perry	Nathaniel M. Gorton
Matthew F. Kennelly	David C. Norton

SCHEDULE OF MATTERS FOR HEARING SESSION
September 24, 2020 -- Washington, DC (Videoconference or Teleconference)

SECTION A
MATTERS DESIGNATED FOR ORAL ARGUMENT

(This schedule contains only those civil actions listed in the Schedule(s) of Actions submitted with the docketed motion(s) for transfer or show cause orders. See Panel Rules 6.1, 6.2, and 8.1. In the event these dockets are centralized, other actions of which the Panel has been informed may be subject to transfer pursuant to Panel Rule 7.1.)

MDL No. 2955 – IN RE: NATIONAL SKI PASS INSURANCE LITIGATION

Motion of plaintiffs James Bradley to transfer the following actions to the United States District Court for the Eastern District of Arkansas:

Eastern District of Arkansas

BRADLEY v. UNITED SPECIALTY INSURANCE COMPANY,
C.A. No. 4:20-00520

Northern District of California

HUNT v. THE VAIL CORPORATION, C.A. No. 4:20-02463

District of Colorado

HOAK v. UNITED SPECIALTY INSURANCE COMPANY, C.A. No. 1:20-01152

Western District of Missouri

ROSSI v. ARCH INSURANCE COMPANY, C.A. No. 4:20-00411
JACKSON v. ARCH INSURANCE COMPANY, ET AL., C.A. No. 4:20-00496

District of New Jersey

OSBORN v. ARCH INSURANCE COMPANY, ET AL., C.A. No. 2:20-06345

District of Utah

PARKER v. ARCH INSURANCE, ET AL., C.A. No. 2:20-00377

MDL No. 2956 – **IN RE: DENSO–MANUFACTURED TOYOTA FUEL PUMP
MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY
LITIGATION**

Motion of plaintiffs Lenard Shoemaker; Isaac Tordjman; Yang Zuo; and Isabel Marques, et al., to transfer the following actions to the United States District Court for the Eastern District of Michigan:

Southern District of Florida

TORDJMAN v. TOYOTA MOTOR NORTH AMERICA, INC., ET AL.,
C.A. No. 9:20–80871

District of New Jersey

ZUO v. TOYOTA MOTOR NORTH AMERICA, INC., ET AL., C.A. No. 2:20–06607

Eastern District of New York

CHENG v. TOYOTA MOTOR CORPORATION, ET AL., C.A. No. 1:20–00629
CHALAL v. TOYOTA MOTOR CORPORATION, ET AL., C.A. No. 1:20–02450
FENG v. TOYOTA MOTOR NORTH AMERICA, INC., ET AL., C.A. No. 1:20–02493
GENDRON, ET AL. v. TOYOTA MOTOR CORPORATION, ET AL.,
C.A. No. 1:20–02947

Middle District of Pennsylvania

SHOEMAKER v. TOYOTA MOTOR NORTH AMERICA, INC., ET AL.,
C.A. No. 3:20–00869

Eastern District of Virginia

MARQUES, ET AL. v. TOYOTA MOTOR NORTH AMERICA, INC., ET AL.,
C.A. No. 1:20–00665

MDL No. 2959 – IN RE: PROVEN NETWORKS, LLC, PATENT LITIGATION

Motion of defendants Arista Networks, Inc.; Amazon.com, Inc.; Amazon Web Services, Inc.; Cisco Systems, Inc.; Dell Technologies, Inc.; Dell Inc.; EMC Corporation; Hewlett Packard Enterprise Company; Aruba Networks, Inc.; NetApp, Inc.; and SolarWinds Corp., and plaintiff SonicWall, Inc., to transfer the following actions to the United States District Court for the Northern District of California:

Northern District of California

PROVEN NETWORKS, LLC v. EXTREME NETWORKS, INC., C.A. No. 5:20-02067

Eastern District of Texas

PROVEN NETWORKS, LLC v. CISCO SYSTEMS, INC., C.A. No. 2:20-00074

Western District of Texas

PROVEN NETWORKS, LLC v. AMAZON.COM, INC., ET AL., C.A. No. 1:20-00498

PROVEN NETWORKS, LLC v. DELL TECHNOLOGIES, INC., ET AL.,

C.A. No. 1:20-00710

SONICWALL, INC. v. PROVEN NETWORKS, LLC, C.A. No. 1:20-00715

PROVEN NETWORKS, LLC v. ARISTA NETWORKS, INC., C.A. No. 6:20-00281

PROVEN NETWORKS, LLC v. SOLARWINDS CORP., C.A. No. 6:20-00338

PROVEN NETWORKS, LLC v. NETAPP, INC., C.A. No. 6:20-00369

PROVEN NETWORKS, LLC v. HEWLETT PACKARD ENTERPRISE COMPANY,
ET AL., C.A. No. 6:20-00632

MDL No. 2960 – IN RE: THE GAP, INC., COVID-19 LEASE PAYMENT LITIGATION

Motion of defendants The GAP, Inc.; Old Navy, LLC; Banana Republic, LLC; and Athleta, LLC, to transfer the following actions to the United States District Court for the Northern District of California or, in the alternative, the United States District Court for the Eastern District of Michigan:

District of Connecticut

FW CT – CORBINS CORNER SHOPPING CENTER, LLC v. OLD NAVY, LLC,
C.A. No. 3:20-01068

EQUITY ONE (NORTHEAST PORTFOLIO), INC. v. GAP, INC.,

C.A. No. 3:20-01069

R-K BLACK ROCK I, LLC v. GAP, INC., C.A. No. 3:20-01070

R-K BLACK ROCK I, LLC v. GAP, INC., C.A. No. 3:20-01072

Middle District of Florida

REGENCY CENTERS LP v. OLD NAVY, LLC, C.A. No. 8:20-01741

Southern District of Florida

PALM SPRINGS MILE ASSOCIATES, LTD. v. OLD NAVY, LLC,
C.A. No. 1:20-21929
EQUITY ONE (FLORIDA PORTFOLIO) LLC v. OLD NAVY, LLC,
C.A. No. 1:20-23126
526-528 DUVAL RETAIL LLC v. THE GAP, INC., C.A. No. 4:20-10065

Northern District of Georgia

EQUITY ONE (SOUTHEAST PORTFOLIO) LLC v. OLD NAVY, LLC,
C.A. No. 1:20-03080

Northern District of Illinois

STATE/RANDOLPH, LLC v. OLD NAVY, LLC, C.A. No. 1:20-04382
MELODY FARM, LLC v. ATHLETA LLC, C.A. No. 1:20-04522

Eastern District of Michigan

EQUITY ALLIANCE OF CANTON DEVELOPER PARCEL, LLC v. OLD NAVY,
LLC, C.A. No. 2:20-11683
GRAND/SAKWA NEW HOLLAND SHOPPING CENTER, LLC v. OLD NAVY, LLC,
C.A. No. 2:20-11686
BALDWIN COMMONS LLC v. OLD NAVY, LLC, C.A. No. 4:20-11945

Western District of Michigan

DFG-FELCH STREET, LLC v. OLD NAVY, LLC, C.A. No. 1:20-00663
JADE PIG VENTURES - EGR, LLC v. ATHLETA LLC, C.A. No. 1:20-00664

Eastern District of New York

EQUITY ONE (NORTHEAST PORTFOLIO), INC. v. OLD NAVY, LLC,
C.A. No. 2:20-03335
EQUITY ONE (NORTHEAST PORTFOLIO), INC. v. THE GAP, INC.,
C.A. No. 2:20-03338

Southern District of New York

48TH AMERICAS LLC v. THE GAP, INC., C.A. No. 1:20-03471
THE GAP, INC. v. PONTE GADEA NEW YORK LLC, C.A. No. 1:20-04541

Northern District of Ohio

CP COMMERCIAL DELAWARE LLC v. THE GAP, INC., C.A. No. 1:20-01321
CP COMMERCIAL DELAWARE LLC v. ATHLETA LLC, C.A. No. 1:20-01323
CP COMMERCIAL DELAWARE LLC v. BANANA REPUBLIC LLC,
C.A. No. 1:20-01327
STEELYARD COMMONS, LLC v. OLD NAVY, LLC, C.A. No. 1:20-01350
FIRST INTERSTATE AVON, LTD. v. OLD NAVY, LLC, C.A. No. 1:20-01354
STEELYARD COMMONS, LLC v. OLD NAVY, LLC, C.A. No. 1:20-01372
FIRST INTERSTATE AVON, LTD. v. OLD NAVY, LLC, C.A. No. 1:20-01373
STRIP DELAWARE LLC v. OLD NAVY, LLC, C.A. No. 5:20-01336
WEST MARKET PLAZA LIMITED PARTNERSHIP v. OLD NAVY, LLC,
C.A. No. 5:20-01337

Eastern District of Pennsylvania

1912 CHESTNUT PARTNERS, LP v. THE GAP INC., C.A. No. 2:20-02667
1911 CHESTNUT PARTNERS LP v. BANANA REPUBLIC LLC,
C.A. No. 2:20-02680

District of Vermont

KLEBAN BATTENKILL, LLC v. THE GAP, INC., C.A. No. 5:20-00086

Northern District of West Virginia

UTC, LP v. OLD NAVY, LLC, C.A. No. 1:20-00136

MDL No. 2961 – **IN RE: CERTAIN UNDERWRITERS AT LLOYD’S, LONDON,
COVID-19 BUSINESS INTERRUPTION PROTECTION
INSURANCE LITIGATION**

Panel order to show cause why the following actions should not be transferred to a single district for consolidated or coordinated pretrial proceedings under 28 U.S.C. § 1407:

Middle District of Florida

PRIME TIME SPORTS GRILL, INC. v. DTW 1991 UNDERWRITING LIMITED,
C.A. No. 8:20–00771

Southern District of Florida

RUNWAY 84, INC. & RUNWAY 84 REALTY, LLC v. CERTAIN UNDERWRITERS
AT LLOYD’S, LONDON, SUBSCRIBING TO CERTIFICATE NUMBER
ARP–75203–20, C.A. No. 0:20–61161

EL NOVILLO RESTAURANT, ET AL. v. CERTAIN UNDERWRITERS AT
LLOYD’S LONDON, ET AL., C.A. No. 1:20–21525

ATMA BEAUTY, INC. v. HDI GLOBAL SPECIALTY SE, ET AL.,
C.A. No. 1:20–21745

SUN CUISINE, LLC v. CERTAIN UNDERWRITERS AT LLOYD’S LONDON
SUBSCRIBING TO CONTRACT NUMBER B0429BA1900350 UNDER
COLLECTIVE CERTIFICATE ENDORSEMENT 350OR100802,
C.A. No. 1:20–21827

SA PALM BEACH LLC v. CERTAIN UNDERWRITERS AT LLOYDS LONDON,
ET AL., C.A. No. 9:20–80677

Central District of Illinois

RJH MANAGEMENT CORP. v. CERTAIN UNDERWRITERS AT LLOYDS,
LONDON SUBSCRIBING TO POLICY CERTIFICATE NO. TNR 198538,
C.A. No. 3:20–03143

Eastern District of Louisiana

STATION 6, LLC v. CERTAIN UNDERWRITERS AT LLOYD’S LONDON,
C.A. No. 2:20–01371

District of New Jersey

PALM AND PINE VENTURES, LLC v. CERTAIN UNDERWRITERS AT LLOYD’S
LONDON, ET AL., C.A. No. 3:20–08212

MDH GLOBAL, LLC v. CERTAIN UNDERWRITERS AT LLOYD’S LONDON,
ET AL., C.A. No. 3:20–08214

Southern District of New York

GIO PIZZERIA & BAR HOSPITALITY, LLC, ET AL. v. CERTAIN UNDERWRITERS AT LLOYD'S, LONDON SUBSCRIBING TO POLICY NUMBERS ARP-74910-20 AND ARP-75209-20, C.A. No. 1:20-03107
632 METACOM, INC. v. CERTAIN UNDERWRITERS AT LLOYD'S, LONDON SUBSCRIBING TO POLICY NO. XSZ146282, C.A. No. 1:20-03905

Eastern District of Pennsylvania

FIRE ISLAND RETREAT v. CERTAIN UNDERWRITERS AT LLOYDS, LONDON SUBSCRIBING TO POLICY NO. B050719MKSFL000081-00, C.A. No. 2:20-02312
INDEPENDENCE RESTAURANT GROUP, LLC v. CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, C.A. No. 2:20-02365

MDL No. 2962 – IN RE: CINCINNATI INSURANCE COMPANY COVID-19 BUSINESS INTERRUPTION PROTECTION INSURANCE LITIGATION

Panel order to show cause why the following actions should not be transferred to a single district for consolidated or coordinated pretrial proceedings under 28 U.S.C. § 1407:

Middle District of Alabama

EAGLE EYE OUTFITTERS, INC. v. THE CINCINNATI CASUALTY COMPANY, C.A. No. 1:20-00335
PEAR TREE GROUP, LLC v. THE CINCINNATI INSURANCE COMPANY, C.A. No. 3:20-00382
SNEAK & DAWDLE, LLC v. THE CINCINNATI INSURANCE COMPANY, C.A. No. 3:20-00383
AUBURN DEPOT LLC v. THE CINCINNATI INSURANCE COMPANY, C.A. No. 3:20-00384

Northern District of Alabama

HOMESTATE SEAFOOD LLC v. THE CINCINNATI INSURANCE COMPANY, C.A. No. 2:20-00649
SOUTHERN DENTAL BIRMINGHAM LLC v. THE CINCINNATI INSURANCE COMPANY, C.A. No. 2:20-00681

Northern District of Illinois

SANDY POINT DENTAL PC v. THE CINCINNATI INSURANCE COMPANY, ET AL., C.A. No. 1:20-02160
3 SQUARES, LLC, ET AL. v. THE CINCINNATI INSURANCE COMPANY, C.A. No. 1:20-02690

DEREK SCOTT WILLIAMS PLLC, ET AL. v. THE CINCINNATI INSURANCE
COMPANY, C.A. No. 1:20-02806

District of Kansas

PROMOTIONAL HEADWEAR INT'L v. THE CINCINNATI INSURANCE
COMPANY, INC., C.A. No. 2:20-02211

Western District of Missouri

STUDIO 417, INC. v. THE CINCINNATI INSURANCE COMPANY,
C.A. No. 6:20-03127

Southern District of Ohio

TROY STACY ENTERPRISES INC. v. THE CINCINNATI INSURANCE COMPANY,
C.A. No. 1:20-00312

TASTE OF BELGIUM LLC v. THE CINCINNATI INSURANCE COMPANY, ET AL.,
C.A. No. 1:20-00357

SWEARINGEN SMILES LLC, ET AL. v. THE CINCINNATI INSURANCE
COMPANY, ET AL., C.A. No. 1:20-00517

Eastern District of Pennsylvania

MILKBOY CENTER CITY LLC v. THE CINCINNATI INSURANCE COMPANY,
ET AL., C.A. No. 2:20-02036

STONE SOUP, INC. v. THE CINCINNATI INSURANCE COMPANY,
C.A. No. 2:20-02614

Western District of Pennsylvania

HIRSCHFIELD-LOUIK v. THE CINCINNATI INSURANCE COMPANY, ET AL.,
C.A. No. 2:20-00816

Southern District of West Virginia

UNCORK AND CREATE LLC v. THE CINCINNATI INSURANCE COMPANY,
ET AL., C.A. No. 2:20-00401

MDL No. 2963 – **IN RE: HARTFORD COVID-19 BUSINESS INTERRUPTION
PROTECTION INSURANCE LITIGATION**

Panel order to show cause why the following actions should not be transferred to a single district for consolidated or coordinated pretrial proceedings under 28 U.S.C. § 1407:

Northern District of Alabama

PURE FITNESS LLC v. THE HARTFORD FINANCIAL SERVICES GROUP INC.,
ET AL., C.A. No. 2:20–00775

District of Arizona

FORFEX LLC v. HARTFORD UNDERWRITERS INSURANCE COMPANY, ET AL.,
C.A. No. 2:20–01068
JDR ENTERPRISES LLC v. SENTINEL INSURANCE COMPANY LIMITED,
ET AL., C.A. No. 4:20–00270

Central District of California

GERAGOS & GERAGOS ENGINE COMPANY NO. 28, LLC v. HARTFORD FIRE
INSURANCE COMPANY, ET AL., C.A. No. 2:20–04647
PATRICK AND GEOFF INVESTMENTS INC. v. THE HARTFORD, ET AL.,
C.A. No. 2:20–05140
ROUNDIN3RD SPORTS BAR LLC v. THE HARTFORD, ET AL.,
C.A. No. 2:20–05159
R3 HOSPITALITY GROUP, LLC v. THE HARTFORD, ET AL., C.A. No. 5:20–01182

Northern District of California

PROTEGE RESTAURANT PARTNERS LLC v. SENTINEL INSURANCE
COMPANY, LIMITED, C.A. No. 5:20–03674

Southern District of California

PIGMENT INC. v. THE HARTFORD FINANCIAL SERVICES GROUP, INC.,
ET AL., C.A. No. 3:20–00794

District of Connecticut

LITTLE STARS CORPORATION v. HARTFORD UNDERWRITERS INS. CO.,
ET AL., C.A. No. 3:20–00609

CONSULTING ADVANTAGE INC. v. HARTFORD FIRE INSURANCE COMPANY,
ET AL., C.A. No. 3:20–00610
RENCANA LLC, ET AL. v. HARTFORD FINANCIAL SERVICES GROUP, INC.,
ET AL., C.A. No. 3:20–00611
COSMETIC LASER, INC. v. TWIN CITY FIRE INSURANCE COMPANY,
C.A. No. 3:20–00638
DR. JEFFREY MILTON, DDS, INC. v. HARTFORD CASUALTY INSURANCE
COMPANY, C.A. No. 3:20–00640
ONE40 BEAUTY LOUNGE, LLC v. SENTINEL INS. CO., LTD.,
C.A. No. 3:20–00643
PATS v. HARTFORD FIRE INSURANCE COMPANY, ET AL., C.A. No. 3:20–00697
DOTEXAMDR PLLC v. HARTFORD FIRE INS. CO., ET AL., C.A. No. 3:20–00698
KENNEDY HODGES & ASSOCIATES LTD., LLP, ET AL. v. HARTFORD
FINANCIAL SERVICES GROUP, INC., ET AL., C.A. No. 3:20–00852
LEAL, INC. v. HARTFORD FINANCIAL SERVICES GROUP, INC., ET AL.,
C.A. No. 3:20–00917
SA HOSPITALITY GROUP, LLC, ET AL. v. HARTFORD FIRE INSURANCE
COMPANY, C.A. No. 3:20–01033

District of District of Columbia

GCDC LLC v. THE HARTFORD FINANCIAL SERVICES GROUP, INC., ET AL.,
C.A. No. 1:20–01094

Northern District of Florida

FLORIDA WELLNESS CENTER OF TALLAHASSEE v. HARTFORD CASUALTY
INSURANCE COMPANY, C.A. No. 4:20–00279

Southern District of Florida

REINOL A. GONZALEZ, DMD, P.A. v. THE HARTFORD FINANCIAL SERVICES
GROUP, INC., ET AL., C.A. No. 1:20–22151

Northern District of Georgia

KARMEL DAVIS AND ASSOCIATES, ATTORNEY–AT–LAW, LLC v.
THE HARTFORD FINANCIAL SERVICES GROUP, INC., ET AL.,
C.A. No. 1:20–02181

Southern District of Illinois

TAUBE v. HARTFORD FINANCIAL SERVICES GROUP, INC., ET AL.,
C.A. No. 3:20–00565

Eastern District of Louisiana

Q CLOTHIER NEW ORLEANS, LLC, ET AL. v. TWIN CITY FIRE INSURANCE COMPANY, ET AL., C.A. No. 2:20-01470

District of Massachusetts

RINNIGADE ART WORKS v. THE HARTFORD FINANCIAL SERVICES GROUP, INC., ET AL., C.A. No. 1:20-10867

Southern District of Mississippi

THE KIRKLAND GROUP, INC. v. SENTINEL INSURANCE GROUP LTD., C.A. No. 3:20-00496

Eastern District of Missouri

ROBERT LEVY, D.M.D., LLC v. HARTFORD CASUALTY INSURANCE COMPANY, C.A. No. 4:20-00643

District of New Jersey

AMBULATORY CARE CENTER, PA v. SENTINEL INSURANCE COMPANY, LIMITED, C.A. No. 1:20-05837
THE EYE CARE CENTER OF NEW JERSEY, PA v. THE HARTFORD FINANCIAL SERVICES GROUP INC., ET AL., C.A. No. 2:20-05743
LD GELATO LLC v. HARTFORD UNDERWRITERS INSURANCE CORPORATION, C.A. No. 2:20-06215
BACK2HEALTH CHIROPRACTIC CENTER, LLC v. THE HARTFORD FINANCIAL SERVICES GROUP, INC., ET AL., C.A. No. 2:20-06717
MARRAS 46 LLC v. TWIN CITY FIRE INSURANCE COMPANY, C.A. No. 2:20-08886
ADDIEGO FAMILY DENTAL, LLC v. HARTFORD FINANCIAL SERVICES GROUP, INC., ET AL., C.A. No. 3:20-05847
ADDIEGO ORTHODONTICS, LLC v. HARTFORD FINANCIAL SERVICES GROUP, INC., ET AL., C.A. No. 3:20-05882
SWEETBERRY HOLDINGS LLC v. THE HARTFORD FINANCIAL SERVICES GROUP, INC., ET AL., C.A. No. 3:20-08200
BLUSHARK DIGITAL, LLC v. THE HARTFORD FINANCIAL SERVICES GROUP, INC., ET AL., C.A. No. 3:20-08210

Eastern District of New York

METROPOLITAN DENTAL ARTS P.C. v. THE HARTFORD FINANCIAL SERVICES GROUP, INC., ET AL., C.A. No. 1:20-02443

BRAIN FREEZE BEVERAGE, LLC v. THE HARTFORD FINANCIAL SERVICES GROUP, INC., ET AL., C.A. No. 2:20-02157

Southern District of New York

SHARDE HARVEY DDS PLLC v. THE HARTFORD FINANCIAL SERVICES GROUP INC., ET AL., C.A. No. 1:20-03350

FOOD FOR THOUGHT CATERERS, CORP. v. THE HARTFORD FINANCIAL SERVICES GROUP, INC., ET AL., C.A. No. 1:20-03418

RED APPLE DENTAL PC v. THE HARTFORD FINANCIAL SERVICES GROUP, INC., ET AL., C.A. No. 7:20-03549

Western District of New York

BUFFALO XEROGRAPHIX INC. v. SENTINEL INSURANCE COMPANY, LIMITED, ET AL., C.A. No. 1:20-00520

SALVATORE'S ITALIAN GARDENS, INC., ET AL. v. HARTFORD FIRE INSURANCE COMPANY, C.A. No. 1:20-00659

Northern District of Ohio

SYSTEM OPTICS, INC. v. TWIN CITY FIRE INSURANCE COMPANY, ET AL., C.A. No. 5:20-01072

Eastern District of Pennsylvania

LANSDALE 329 PROP, LLC, ET AL. v. HARTFORD UNDERWRITERS INSURANCE COMPANY, ET AL., C.A. No. 2:20-02034

SIDKOFF, PINCUS & GREEN PC v. SENTINEL INSURANCE COMPANY, LIMITED, C.A. No. 2:20-02083

HAIR STUDIO 1208, LLC v. HARTFORD UNDERWRITERS INSURANCE CO., C.A. No. 2:20-02171

ULTIMATE HEARING SOLUTIONS II, LLC, ET AL. v. HARTFORD UNDERWRITERS INSURANCE COMPANY, ET AL., C.A. No. 2:20-02401

ATCM OPTICAL, INC., ET AL. v. HARTFORD FIRE INSURANCE COMPANY, C.A. No. 2:20-02828

MOODY, ET AL. v. THE HARTFORD FINANCIAL SERVICES GROUP INC., ET AL., C.A. No. 2:20-02856

SEYMON BOKMAN v. SENTINEL INSURANCE COMPANY, LIMITED, C.A. No. 2:20-02887

District of South Carolina

COFFEY & MCKENZIE LLC v. TWIN CITY FIRE INSURANCE COMPANY,
C.A. No. 2:20-01671
BLACK MAGIC LLC v. THE HARTFORD FINANCIAL SERVICES GROUP INC.,
ET AL., C.A. No. 2:20-01743
FANCY THAT! BISTRO & CATERING LLC v. SENTINEL INSURANCE COMPANY
LIMITED, ET AL., C.A. No. 3:20-02382

Eastern District of Texas

RISINGER HOLDINGS, LLC, ET AL. v. SENTINEL INSURANCE COMPANY, LTD.,
ET AL., C.A. No. 1:20-00176
BOOZER-LINDSEY, PA, LLC v. SENTINEL INSURANCE COMPANY, LTD.,
C.A. No. 6:20-00235

Northern District of Texas

GRAILEYS INC. v. SENTINEL INSURANCE COMPANY LTD.,C.A. No. 3:20-01181

Western District of Texas

INDEPENDENCE BARBERSHOP, LLC v. TWIN CITY FIRE INSURANCE CO.,
C.A. No. 1:20-00555

District of Utah

WILLIAM W. SIMPSON ENTERPRISES v. THE HARTFORD FINANCIAL
SERVICES GROUP, C.A. No. 4:20-00075

Eastern District of Virginia

ADORN BARBER & BEAUTY LLC v. TWIN CITY FIRE INSURANCE COMPANY,
C.A. No. 3:20-00418

Western District of Washington

CHORAK v. HARTFORD CASUALTY INSURANCE COMPANY,
C.A. No. 2:20-00627
KIM v. SENTINEL INSURANCE COMPANY LIMITED, C.A. No. 2:20-00657
GLOW MEDISPA LLC v. SENTINEL INSURANCE COMPANY LIMITED,
C.A. No. 2:20-00712

STRELOW v. HARTFORD CASUALTY INSURANCE COMPANY,
C.A. No. 2:20-00797
PRATO v. SENTINEL INSURANCE COMPANY LIMITED, C.A. No. 3:20-05402
LEE v. SENTINEL INSURANCE COMPANY LIMITED, C.A. No. 3:20-05422

MDL No. 2964 – **IN RE: SOCIETY INSURANCE COMPANY COVID-19 BUSINESS
INTERRUPTION PROTECTION INSURANCE LITIGATION**

Panel order to show cause why the following actions should not be transferred to a single district for consolidated or coordinated pretrial proceedings under 28 U.S.C. § 1407:

Northern District of Illinois

BIG ONION TAVERN GROUP, LLC, ET AL. v. SOCIETY INSURANCE, INC.,
C.A. No. 1:20-02005
BILLY GOAT TAVERN I, INC., ET AL. v. SOCIETY INSURANCE,
C.A. 1:20-02068
BISCUIT CAFE INC., ET AL. v. SOCIETY INSURANCE, INC., C.A. No. 1:20-02514
DUNLAYS MANAGEMENT SERVICES, LLC, ET AL. v. SOCIETY INSURANCE,
C.A. No. 1:20-02524
JDS 1455, INC. v. SOCIETY INSURANCE, C.A. No. 1:20-02546
351 KINGSBURY CORNER, LLC v. SOCIETY INSURANCE, C.A. No. 1:20-02589
ROSCOE SAME LLC, ET AL. v. SOCIETY INSURANCE, C.A. No. 1:20-02641
KEDZIE BOULEVARD CAFE INC. v. SOCIETY INSURANCE INC.,
C.A. No. 1:20-02692
VALLEY LODGE CORP. v. SOCIETY INSURANCE, C.A. No. 1:20-02813
THE BARN INVESTMENT LLC, ET AL. v. SOCIETY INSURANCE,
C.A. No. 1:20-03142
PURPLE PIG CHEESE BAR & PORK STORE, LLC v. SOCIETY INSURANCE,
C.A. No. 1:20-03164
CIAO BABY ON MAIN LLC v. SOCIETY INSURANCE INC., C.A. No. 1:20-03251
CARDELLI ENTERPRISE, LLC v. SOCIETY INSURANCE, C.A. No. 1:20-03263
726 WEST GRAND LLC, ET AL. v. SOCIETY INSURANCE, C.A. No. 1:20-03432
DEERFIELD ITALIAN KITCHEN, INC. v. SOCIETY INSURANCE, INC.,
C.A. No. 1:20-03896
THE WHISTLER LLC, ET AL. v. SOCIETY MUTUAL INSURANCE COMPANY,
C.A. No. 1:20-03959
RIVERSIDE ENTERPRISES, LLC v. SOCIETY INSURANCE, C.A. No. 1:20-04178

District of Minnesota

LUCY'S BURGERS, LLC v. SOCIETY INSURANCE, INC., C.A. No. 0:20-01029

Middle District of Tennessee

PEG LEG PORKER RESTAURANT, LLC v. SOCIETY INSURANCE,
C.A. No. 3:20-00337

Eastern District of Wisconsin

RISING DOUGH, INC., ET AL. v. SOCIETY INSURANCE, C.A. No. 2:20-00623
AMBROSIA INDY LLC v. SOCIETY INSURANCE, C.A. No. 2:20-00771

MDL No. 2965 - **IN RE: TRAVELERS COVID-19 BUSINESS INTERRUPTION
PROTECTION INSURANCE LITIGATION**

Panel order to show cause why the following actions should not be transferred to a single district for consolidated or coordinated pretrial proceedings under 28 U.S.C. § 1407:

Central District of California

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA v. GERAGOS
AND GERAGOS, C.A. No. 2:20-03619
MARKS ENGINE COMPANY NO. 28 RESTAURANT, LLC v. TRAVELERS
INDEMNITY COMPANY OF CONNECTICUT, ET AL, C.A. No. 2:20-04423
G & P HOSPITALITY, LLC v. THE TRAVELERS COMPANIES, INC.,
C.A. No. 2:20-05148

Northern District of California

MUDPIE, INC. v. TRAVELERS CASUALTY INSURANCE COMPANY OF
AMERICA, C.A. No. 4:20-03213

Eastern District of Missouri

GLENN R. EDWARDS, INC., ET AL. v. THE TRAVELERS COMPANIES, INC.,
ET AL., C.A. No. 4:20-00877

District of New Jersey

J.G. OPTICAL, INC. v. THE TRAVELERS COMPANIES, INC., C.A. No. 2:20-05744

Southern District of New York

SERVEDIO v. TRAVELERS CASUAL INSURANCE COMPANY OF AMERICA,
C.A. No. 1:20-03907

Eastern District of Pennsylvania

ERIC R. SHANTZER, DDS v. TRAVELERS CASUALTY INSURANCE COMPANY
OF AMERICA, ET AL., C.A. No. 2:20-02093

Northern District of Texas

SALUM RESTAURANT LTD. v. THE TRAVELERS INDEMNITY COMPANY,
C.A. No. 3:20-01034

Southern District of Texas

FROSCH HOLDCO, INC., ET AL. v. THE TRAVELERS INDEMNITY COMPANY,
ET AL., C.A. No. 4:20-01478

Western District of Washington

NGUYEN v. TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA,
C.A. No. 2:20-00597
FOX v. TRAVELERS CASUALTY COMPANY OF AMERICA, C.A. No. 2:20-00598
HSUE v. TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA,
C.A. No. 2:20-00622
KASHNER v. TRAVELERS INDEMNITY COMPANY OF AMERICA,
C.A. No. 2:20-00625
BATH v. TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA,
C.A. No. 3:20-05489

SECTION B
MATTERS DESIGNATED FOR CONSIDERATION WITHOUT ORAL ARGUMENT

MDL No. 2642 – IN RE: FLUOROQUINOLONE PRODUCTS LIABILITY LITIGATION

Motion of defendants Johnson & Johnson; Janssen Pharmaceuticals, Inc.; Johnson & Johnson Consumer, Inc.; Johnson & Johnson Pharmaceutical Research and Development; Janssen Research and Development; Ortho–McNeil Pharmaceutical; Ortho–McNeil Janssen Group; and Ortho–McNeil–Janssen, Inc., to transfer the following action to the United States District Court for the District of Minnesota:

Southern District of Iowa

GAMBLIN, ET AL. v. JOHNSON & JOHNSON CONSUMER, INC., ET AL.,
C.A. No. 4:20–00198

MDL No. 2740 – IN RE: TAXOTERE (DOCETAXEL) PRODUCTS LIABILITY LITIGATION

Oppositions of plaintiffs to transfer of their respective following actions to the United States District Court for the Eastern District of Louisiana:

District of New Jersey

GLOVER v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06463
CORA v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06474
ROONEY v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06478
GAMBOA v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06481
VICK v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06487
GOUGH v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06492
JORDAN v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06503
BRYANT v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06506
SULLIVAN v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06516
BIDWELL v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06519
COOPER v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06521
PAYTON v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06523
BLADES v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06527
CHAISSON–RICKER v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06530
CABRERA v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06538
BRAMBLETT v. HOSPIRA, INC., ET AL., C.A. No. 3:20–06550
ANDREWS v. SANOFI S.A., ET AL., C.A. No. 3:20–06834

MDL No. 2741 – **IN RE: ROUNDUP PRODUCTS LIABILITY LITIGATION**

Opposition of defendant Monsanto Company to transfer of the following action to the United States District Court for the Northern District of California:

District of Arizona

LOEFFLER v. MONSANTO COMPANY, C.A. No. 2:20–01062

MDL No. 2753 – **IN RE: ATRIUM MEDICAL CORP. C–QUR MESH PRODUCTS LIABILITY LITIGATION**

Opposition of plaintiff Michael Stegenga to transfer of the following action to the United States District Court for the District of New Hampshire:

Northern District of Illinois

STEGENGA v. ATRIUM MEDICAL CORPORATION, ET AL., C.A. No. 1:20–03589

MDL No. 2804 – **IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION**

Oppositions of plaintiffs to transfer of their respective following actions to the United States District Court for the Northern District of Ohio and motions of plaintiffs for remand, pursuant to 28 U.S.C. § 1407(a), of the *County of Harris, Rockwall County, Texas*, and *County of Ellis* actions to the United States District Court for the Southern District of Texas:

Northern District of Alabama

FULTONDALE, ALABAMA, CITY OF, ET AL. v. AMNEAL PHARMACEUTICALS LLC, ET AL., C.A. No. 2:20–00848

Central District of California

CITY OF DUBLIN, ET AL. v. CEPHALON, INC., ET AL., C.A. No. 8:20–01202

Northern District of Illinois

MARION HOSPITAL CORPORATION, ET AL. v. ABBOTT LABORATORIES, ET AL., C.A. No. 1:20–04111

Southern District of Mississippi

MISSISSIPPI BAPTIST MEDICAL CENTER, INC., ET AL. v. AMNEAL
PHARMACEUTICALS, LLC, ET AL., C.A. No. 3:20-00433

Eastern District of New York

TOWN OF POUGHKEEPSIE v. TEVA PHARMACEUTICALS USA, INC. ET AL.,
C.A. No. 2:20-02431

Eastern District of Oklahoma

CHOCTAW COUNTY BOARD OF COUNTY COMMISSIONERS v. PURDUE
PHARMA LP, ET AL., C.A. No. 6:20-00156
HUGHES COUNTY BOARD OF COUNTY COMMISSIONERS v. PURDUE
PHARMA LP, ET AL., C.A. No. 6:20-00160
HUNTER v. MCKESSON CORPORATION, C.A. No. 6:20-00172
MCCURTAIN COUNTY BOARD OF COUNTY COMMISSIONERS v. PURDUE
PHARMA LP, ET AL., C.A. No. 6:20-00200

Northern District of Ohio

COUNTY OF HARRIS v. PURDUE PHARMA L.P., ET AL., C.A. No. 1:18-45677
(S.D. Texas, C.A. No. 4:18-00490)
ROCKWALL COUNTY v. CVS HEALTH CORPORATION, C.A. No. 1:19-45859
(S.D. Texas, C.A. No. 4:19-02181)
ELLIS COUNTY v. WALGREENS BOOTS ALLIANCE, INC., ET AL.,
C.A. No. 1:19-45860 (S.D. Texas, C.A. No. 4:19-02256)

Western District of Oklahoma

GREER COUNTY BOARD OF COUNTY COMMISSIONERS v. PURDUE PHARMA
LP, ET AL., C.A. No. 5:20-00456

MDL No. 2814 – **IN RE: FORD MOTOR CO. DPS6 POWERSHIFT TRANSMISSION PRODUCTS LIABILITY LITIGATION**

Oppositions of plaintiffs Mildred Garcia, et al., and Adrew Parker, et al., to transfer of their respective following actions to the United States District Court for the Central District of California:

Northern District of California

GARCIA, ET AL. v. FORD MOTOR COMPANY, ET AL., C.A. No. 4:20-04088

Southern District of California

PARKER, ET AL. v. FORD MOTOR COMPANY, ET AL., C.A. No. 3:20-01023

MDL No. 2873 – **IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION**

Motion of defendants E. I. du Pont de Nemours and Company and The Chemours Company to transfer the following action to the United States District Court for the District of South Carolina:

District of New Jersey

NEW JERSEY-AMERICAN WATER COMPANY, INC. v. E.I. DUPONT DE NEMOURS & CO., ET AL., C.A. No. 1:18-02767

MDL No. 2885 – **IN RE: 3M COMBAT ARMS EARPLUG PRODUCTS LIABILITY LITIGATION**

Opposition of plaintiffs Casey Copeland, et al., to transfer of the following action to the United States District Court for the Northern District of Florida:

District of Minnesota

COPELAND, ET AL. v. 3M COMPANY, ET AL., C.A. No. 0:20-01490

MDL No. 2913 – **IN RE: JUUL LABS, INC., MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION**

Oppositions of plaintiffs Jay Patel, et al., and Cade Cunningham to transfer of their respective following actions to the United States District Court for the Northern District of California:

Northern District of Georgia

PATEL, ET AL. v. JUUL LABS, INC., ET AL., C.A. No. 1:20-02222

District of South Carolina

CUNNINGHAM v. JUUL LABS, INC., ET AL., C.A. No. 2:20-02056

MDL No. 2914 – **IN RE: ERMI LLC ('289) PATENT LITIGATION**

Opposition of plaintiff ERMI LLC to transfer of the following action to the United States District Court for the Southern District of Florida:

Northern District of Georgia

ERMI LLC / IN RE: ALISSA B. ANDERSON SUBPOENA, C.A. No. 1:20-mi-00068

MDL No. 2921 – **IN RE: ALLERGAN BIOCELL TEXTURED BREAST IMPLANT PRODUCTS LIABILITY LITIGATION**

Oppositions of plaintiffs Lynn Bassini and Gloria Vetter, et al., to transfer of their respective actions to the United States District Court for the District of New Jersey and motion of defendant Allergan USA, Inc., to transfer the *Skuba* action to the United States District Court for the District of New Jersey:

Eastern District of Louisiana

SKUBA, ET AL. v. ALLERGAN PCL, ET AL., C.A. No. 2:20-01599

Eastern District of New York

BASSINI v. ALLERGAN USA, INC., ET AL., C.A. No. 1:20-02715

Southern District of New York

VETTER, ET AL. v. ALLERGAN USA, INC., ET AL., C.A. No. 1:20-04704

RULE 11.1: HEARING SESSIONS AND ORAL ARGUMENT

(a) Schedule. The Panel shall schedule sessions for oral argument and consideration of other matters as desirable or necessary. The Chair shall determine the time, place and agenda for each hearing session. The Clerk of the Panel shall give appropriate notice to counsel for all parties. The Panel may continue its consideration of any scheduled matters.

(b) Oral Argument Statement. Any party affected by a motion may file a separate statement setting forth reasons why oral argument should, or need not, be heard. Such statements shall be captioned “Reasons Why Oral Argument Should [Need Not] Be Heard” and shall be limited to 2 pages.

- (i) The parties affected by a motion to transfer may agree to waive oral argument. The Panel will take this into consideration in determining the need for oral argument.

(c) Hearing Session. The Panel shall not consider transfer or remand of any action pending in a federal district court when any party timely opposes such transfer or remand without first holding a hearing session for the presentation of oral argument. The Panel may dispense with oral argument if it determines that:

- (i) the dispositive issue(s) have been authoritatively decided; or
- (ii) the facts and legal arguments are adequately presented and oral argument would not significantly aid the decisional process.

Unless otherwise ordered, the Panel shall consider all other matters, such as a motion for reconsideration, upon the basis of the pleadings.

(d) Notification of Oral Argument. The Panel shall promptly notify counsel of those matters in which oral argument is scheduled, as well as those matters that the Panel will consider on the pleadings. The Clerk of the Panel shall require counsel to file and serve notice of their intent to either make or waive oral argument. Failure to do so shall be deemed a waiver of oral argument. If counsel does not attend oral argument, the matter shall not be rescheduled and that party’s position shall be treated as submitted for decision on the basis of the pleadings filed.

- (i) Absent Panel approval and for good cause shown, only those parties to actions who have filed a motion or written response to a motion or order shall be permitted to present oral argument.
- (ii) The Panel will not receive oral testimony except upon notice, motion and an order expressly providing for it.

(e) Duty to Confer. Counsel in an action set for oral argument shall confer separately prior to that argument for the purpose of organizing their arguments and selecting representatives to present all views without duplication. Oral argument is a means for counsel to emphasize the key points of their arguments, and to update the Panel on any events since the conclusion of briefing.¹

(f) Time Limit for Oral Argument. Barring exceptional circumstances, the Panel shall allot a maximum of 20 minutes for oral argument in each matter. The time shall be divided among those with varying viewpoints. Counsel for the moving party or parties shall generally be heard first.