

Archdiocese of N.Y. v Century Indem. Co.

2025 NY Slip Op 33074(U)

July 17, 2025

Supreme Court, New York County

Docket Number: Index No. 652825/2023

Judge: Lori S. Sattler

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. LORI S. SATTLER PART 02M

Justice

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The Archdiocese of New York et al
Plaintiff,

- v -

Century Indemnity Company, as successor to CCI Insurance
Company, as successor to Insurance Co. of North America
and as successor to Indemnity Insurance Company of North
America et al

Defendant.

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INDEX NO. 652825/2023
MOTION DATE 05/19/2025
MOTION SEQ. NO. 021

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 021) 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 436, 437, 438, 439, 440, 441, 442, 443, 444, 446, 447, 448 were read on this motion to/for STAY.

This motion stems from a February 25, 2025 decision of the Special Discovery Master (“Referee Decision”) and a May 6, 2025 decision of this Court (“May 6 Decision”) reviewing the Referee Decision. Those decisions granted a motion brought by Plaintiffs the Archdiocese of New York and its associated policyholders (collectively “Archdiocese”) to compel Defendants Century Indemnity Company, Insurance Company of North America, Indemnity Insurance Company of North America, Great Northern Insurance Company, Westchester Fire Insurance Company, Pacific Employers Insurance Company, Federal Insurance Company, Illinois Union Insurance Company, and Vigilant Insurance Company (collectively “Moving Defendants”) to produce reinsurance policies that may apply in this action. Moving Defendants now seek an order staying the May 6 Decision pending appeal. Plaintiffs oppose.

A party seeking a stay pending appeal must demonstrate probability of success on the merits of the underlying appeal, danger of irreparable injury absent a stay, and a balance of the

equities or public interest favoring a stay (*Kazantzis v Cascade Funding RMI Acquisitions Grantor Trust*, 217 AD3d 410, 411 [1st Dept 2023], quoting *J.A. Preston Corp. v Fabrication Enters.*, 68 NY 397, 406 [1986]).

The Referee Decision found that pursuant to CPLR § 3101(f) Plaintiffs are entitled to receive Moving Defendants' applicable reinsurance policies, citing *Clarendon Natl. Ins. Co. v Atlantic Risk Mgt. Inc.*, 59 AD3d 284 (1st Dept 2009). In the May 6 Decision, the Court concluded that this finding was not clearly erroneous or contrary to law and cited additional instances in which courts have found reinsurance policies discoverable under CPLR § 3101, *Anderson v House of Good Samaritan Hosp.*, 1 AD3d 970 (4th Dept 2003) and *Discover Prop. & Cas. Co. v NFL*, 2019 NY Slip Op 32930(U) at 8-9 (Sup Ct, NY County 2019) (Masley, J.) (confirming referee ruling directing insurers to produce reinsurance information in case where insured alleged bad faith).

Moving Defendants state that on appeal they intend to argue that CPLR § 3101(f) as amended in 2021 does not require production of reinsurance policies and that *Clarendon*, which was decided before the statute was amended, should no longer be considered binding on trial courts. Specifically, CPLR § 3101(f) requires a party against whom a claim has been made to produce "proof of the existence and contents of any insurance agreement." It further provides:

Information and documentation . . . pursuant to this subdivision shall include:

(i) all primary, excess and umbrella policies, contracts or agreements issued by private or publicly traded stock companies, mutual insurance companies, captive insurance entities, risk retention groups, reciprocal insurance exchanges, syndicates, including, but not limited to, Lloyd's Underwriters as defined in section six thousand one hundred sixteen of the insurance law, surplus line insurers and self-insurance programs insofar as such documents relate to the claims being litigated

(*id.*). Moving Defendants contend a party is not required to produce reinsurance policies because such policies are not listed in subsection (i). This argument was raised in the underlying motion and, while not explicitly addressed, was rejected.

When construing a statute, a court’s “primary consideration is to ascertain and give effect to the intention of the Legislature” (*Samiento v World Yacht Inc.*, 10 NY3d 70, 77-78 [2008], quoting *DaimlerChrysler Corp. v Spitzer*, 7 NY3d 653, 660 [2006]). “As the clearest indicator of legislative intent is the statutory text, the starting point in any case of interpretation must always be the language itself, giving effect to the plain meaning thereof” (*Majewski v Broadalbin-Perth Cent. Sch. Dist.*, 91 NY2d 577, 583 [1998]). The Court finds that the use of the words “shall include,” as opposed to, for example, “shall mean” or “shall be limited to,” plainly indicates that subsection (i) is not an exhaustive list but rather examples of what could be obtained pursuant to the section.

CPLR § 3101 as a whole supports a broad interpretation. The statute provides that in general “[t]here shall be full disclosure of all matter material and necessary in the prosecution or defense of the action.” It is well settled that those words are to be interpreted liberally (*see, e.g., Forman v Henkin*, 30 NY3d 656, 661 [2018] quoting *Allen v Crowell-Collier Pub. Co.*, 21 NY2d 403, 406 [1968]). The “statute embodies the policy determination that liberal discovery encourages fair and effective resolution of disputes on the merits, minimizing the possibility for ambush and unfair surprise” (*Forman*, 30 NY3d at 661 quoting *Spectrum Sys. Intl. Corp. v Chemical Bank*, 78 NY2d 371, 376 [1991]). To that end, even if subsection (i) were a complete delineation of policies that must be produced, nothing in the statutory language supports the conclusion that a court cannot in its discretion direct production of policies not listed. Thus, the

Court finds that Moving Defendants have failed to demonstrate the probability of success on the merits of the underlying appeal, and the motion is denied.

All other relief sought not addressed herein is denied. This constitutes the Decision and Order of the Court.

7/17/2025
DATE


LORI S. SATTLER, J.S.C.

CHECK ONE:

CASE DISPOSED
GRANTED DENIED
SETTLE ORDER
INCLUDES TRANSFER/REASSIGN

NON-FINAL DISPOSITION
GRANTED IN PART
SUBMIT ORDER
FIDUCIARY APPOINTMENT

OTHER
REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: