Insurers Group: Boy Scout Abuse Claims Don’t Meet Tort Standards

By Ellen Bardash
Of the DLW

A group of insurers has accused attorneys of seeking out as many sex abuse claims against the Boy Scouts of America as possible in order to have more leverage in bankruptcy proceedings.

In objection filings unsealed Feb. 11, 19 insurers said many of the 82,000 claims involved have not been sufficiently vetted, with attorneys signing off on the claims determined to file as many as possible in an effort to secure what could be billions in contingency payments.

The sealed version of the objection, which asserts both those who have brought valid abuse claims and the insurance companies themselves would face the financial brunt of the plan as-is, was filed prior to last week’s announcement that an updated

The proposed settlement plan requires releases of liability that aren’t in line with Third Circuit standards, the objection claims.

settlement agreement had been reached among claimants, but the major points raised are generally applicable to the plan before and after its revision.

Court Remands Letter Challenging AstraZeneca’s Single Pharmacy 340B Policy

By Ellen Bardash
Of the DLW

The federal government can’t require AstraZeneca to change its policy on lowering drug prices for certain pharmacies used by health care facilities with low-income patients, a District of Delaware court determined Feb. 16.

The opinion written by U.S. District Judge Leonard P. Stark remands a letter of violation in which the Health Resources and Services Administration claimed the drug manufacturer is legally held to charging lowered prices at any pharmacy contracted by an entity covered under the 340B Program.

AstraZeneca, represented in the case by attorneys with McCarter & English and Arnold & Porter Kaye Scholer, announced in August 2020 it would soon be limiting 340B pricing for outpatient drugs to either a covered entity’s in-house pharmacy or, if there isn’t one, a single contract pharmacy chosen by the covered entity.

Stark bookended the opinion with clarification of the government’s interpretation of the 340B statute and refund all

The HHS ultimately withdrew the advisory opinion, but in the meantime, the HRSA sent the violation letter. It did not.

Stark’s decision, which took into account an argument in October, remained the letter to the HRSA for reconsideration, while AstraZeneca can decide if it’s now gotten the relief it wanted from the suit or if it’s going to continue litigating the case.

After AstraZeneca announced its policy change in 2020, general counsel for the U.S. Department of Health and Human Services issued an advisory opinion mandating drug manufacturers to cover 340B drug prices at any pharmacy a covered entity has contracted with, with no limit on how many pharmacies that could be.

AstraZeneca filed a lawsuit challenging the advisory opinion, and the court almost entirely denied the government’s motion to dismiss, finding the advisory opinion’s interpretation of the 340B statute wasn’t the only way it could be read.

The HHS ultimately withdrew the advisory opinion, but in the meantime, the HRSA sent the violation letter, demanding AstraZeneca change its policy to comply with the 340B statute and refund all
**NEWS IN BRIEF**

**Morris Nichols Partner to Speak at PLI Program**

Morris, Nichols, Arshe & Tunnell corporate counseling partner Melissa DiVincenzo is set to speak at the Practising Law Institute’s (PLI) full-day program titled “Doing Deals 2022: The Art of M&A Transactional Practice.”

The event is meant to center on developments in deal-making, including the robust volume of M&A deals, hostile deals, creative deal structures, shareholder activist campaigns, and developments in Delaware M&A jurisprudence, including the first ever judicial finding of a “MAE.”

DiVincenzo’s panel is titled “The Art of Deal Structuring.” She and her co-panelists are set to cover the following: choosing a structure (merger, stock purchase, asset sale); the tender offer—benefits and traps for the unwary; and crossing the border—dos and don’ts when doing a cross-border M&A deal.

In her M&A practice, DiVincenzo provides advice regarding public and private company acquisitions, fiduciary duty and conflict issues and Delaware aspects of equity acquisition financing. She also serves as counsel to special committees of the boards of directors of Delaware corporations, providing insight on matters of Delaware law.

The PLI program is set to be held online and in person from 9 a.m. to 5 p.m. March 2.

**DSBA to Hold Seminar On Attorney Conduct**

The Delaware State Bar Association is set to hold a CLE seminar titled “Limiting Trial Court Decisions—Delaware Supreme Court Decisions Addressing Attorney Misconduct 2022.”

The seminar is set to be a discussion about the recent Lin Wood decisions and others using the Delaware Lawyers’ Rules of Professional Conduct. Participants will hear from Delaware ethics experts about these recent decisions and their applications.

Jennifer Ying of Morris, Nichols, Arshe & Tunnell is scheduled to be the moderator, and the panelists set to appear are Luke W. Mette of Armstrong Teasdale; David A. White, chief disciplinary counsel of the Office of Disciplinary Counsel of Delaware; Charles Slanina of Finger & Slanina; and Matthew F. Boyer of Connolly Gallagher.

This CLE is scheduled to be conducted only via Zoom from 11 a.m. to 12:30 p.m. on Thursday.

**Bayard Sponsors Basketball Classic for Suicide Prevention**

Bayard P.A.’s family law group was a sponsor of the fourth annual SL24 UnLocke the Light Memorial Basketball Classic, which took place in Wilmington on Feb. 4 and 5 at the Chase Fieldhouse.

The two-day basketball classic consisted of 13 schools, seven action-packed games and many high school basketball players to help raise awareness for suicide prevention.

The UnLocke the Light movement was founded four years ago, following the death of 23-year-old Sean Locke as a result of a long battle with depression. The movement was started by his family.

During halftime of the final game, the Locke family announced that this year’s event raised $401,724 for the SL24: UnLocke the Light Foundation.

It has three main objectives, which include educating high school and college students about depression, removing the stigma of depression and making resources available to young people who struggle with depression and the possible threat of suicide.

This marks the fourth consecutive year Bayard’s family law group has sponsored the event.

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A class action has been filed in the District of Delaware claiming HP Inc. has knowingly continued to sell laptops prone to becoming unusable when a plastic hinge part breaks.

The complaint lists seven types of laptops sold since 2017, including the Envy and Pavilion models, as among those that should be eligible for replacement or repair by California-headquartered HP.

The named plaintiff in the case is a New York woman who claims that like many others, the hinges on her HP laptop broke without any rough handling. Her case was filed Feb. 16 by P. Bradford deLeeuw of deLeeuw Law, with the complaint listing as of counsel the Scott Hirsch Law Group, Migliaccio & Rathod and Gustafson Gluek.

The complaint identifies both a nationwide class, estimated to be “in at least the tens of thousands,” and a New York subclass making allegations that HP violated the New York General Business Law with deceptive acts and false advertising.

The defect at issue in the class action occurs when a plastic part of the laptop’s molded bottom casing cracks and becomes unable to hold the two halves of the laptop together with screws. Laptop users have indicated the problem occurs with a normal level of use and can begin either within or after HP’s limited warranty period.

The complaint claims while HP boasted extensive product testing to evaluate whether the laptops, the most recent models of which range in price from $330 to $1,500, could withstand being opened and closed tens of thousands of times, consumers often heard a crunching sound indicating a hinge piece was giving out within months of purchasing their laptops, leaving them malformed or entirely unusable.

Heavily cited is HP’s own forum, on which thousands of complaints about the hinge defect have been made since 2014, claiming it shows HP has been on notice of a widespread problem for years. The complaint alleges none of the ways HP recommended consumers handle their broken computers solved the problem, as laptops were repaired with the same faulty part that was prone to breakage and HP refused to repair the laptops for free.

Attorneys for the plaintiff declined to comment on the case, and representatives from HP were not immediately available for comment Feb. 17.

Ellen Bardash can be contacted at ebadash@alm.com.
Pennsylvania Tax Handbook
by Stewart M. Weintraub and Jennifer Weidler Karpchuk, of Chamberlain Hrdlicka

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The insurance companies that signed off on the objection are all among those that haven’t reached a settlement agreement, and Rothweiler said with the companies that have the most claims against them already agreeing to settle, the objection is simply an attempt to minimize liability exposure moving forward.

Prior to the Boy Scouts filing for Chapter 11 in February 2020, 275 abuse claims had been filed, and the objection alleges attorneys saw the bankruptcy venue as a way to pursue a mass tort proceeding without the usual checks.

The objection states the coalition has made sure that all claims will be paid out by waiving those tort standards, and the insurers contend that members have attempted to leave claim valuation in the hands of their own leadership and supporters in order to ensure high-value claims are approved at the rates they’ve come up with.

The proposed settlement plan requires releases of liability that aren’t in line with Third Circuit standards, and even with claim numbers allegedly inflated in favor of the claimants’ law firms, they haven’t met the approval levels needed to allow a channeling injunction and releases required to make the proposed plan work, the objection claims.

The insurers say without those requirements met, and while valuations show even with the current record-breaking settlement fund, there’s no way to promise claims can be paid in full at the proposed claim valuation base rates, the settlement can’t be approved.

Additionally, the objection alleges the settlement plan strips insurers of their rights in challenging various aspects of their liability for payouts.

A hearing Feb. 11 pushed presentation of the settlement plan for approval back two weeks to March 9, with insurers’ amended objections and the Boy Scouts’ response to be filed in the meantime.

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AstraZeneca

covered entities for amounts overcharged, with failing to do so potentially resulting in up to $5,883 in civil penalties for each overcharge. AstraZeneca then filed an amended complaint challenging the violation letter.

The violation letter, Stark wrote, is generally based on the same 340B statute interpretation as the vacated advisory opinion: both state the statute sets an unqualified requirement that drug manufacturers have to meet without setting their own restrictions. With that being the case, Stark determined the same analysis applies to both.

What’s key in making that decision, the opinion states, is what’s not part of the 340B statute, including any mention of pharmacies, which Congress considered adding but rejected in 1996. That omission, especially considering another section of the law outlines 15 different types of covered entities, indicates it wasn’t lawmakers’ clear intention to require covered drugs to be dispensed with 340B pricing at an unlimited number of pharmacies.

“AstraZeneca is pleased with the court’s decision. We remain strongly committed to the 340B Program and to ensuring that any patient prescribed an AstraZeneca product has access to that medicine,” a spokesperson for the company said Feb. 17. “AstraZeneca’s products have been—and will continue to be—available to all covered entities at or below applicable statutory ceiling prices through either their own on-site dispensing pharmacy or a designated contract pharmacy. AstraZeneca maintains that its approach to contract pharmacy arrangements fully complies with all operative requirements.”

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Pennsylvania Products Liability provides an authoritative and comprehensive review of Pennsylvania product liability law, an area of law that has undergone dramatic changes in recent years. This book is updated to include current Tincher case law and provides thorough analysis of the essential concepts and the new standard set out by the Pennsylvania Supreme Court.

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Federal civil rights claims could proceed against officer who arrested plaintiff for alleged violation of a noise ordinance based solely on complaints from neighbors who had made prior baseless complaints against the plaintiff, which were insufficient to support probable cause.

Defendants New Castle County and Officer Christopher Hewlett moved to dismiss the claims against them in the complaint filed by Claribel Valentin. After moving into her new home, Valentin quickly ended up in a dispute with her neighbors, who disliked the Spanish-language music Valentin played. The neighbors repeatedly complained about the music to police. The first 13 times that police responded, they determined that Valentin had not committed any crime or violation. However, on the 14th visit, Hewlett and other officers arrested Valentin for violating a county ordinance prohibiting “unreasonable noise,” even though the officers did not hear any music. The officers also arrested Valentin without a warrant.

Valentin complained about her warrantless arrest to the police department. After the department concluded that its officers breached department policy in arresting her, Valentin filed suit against the county, Officer Hewlett, and her neighbors for civil rights violations. Against the county and Officer Hewlett, Valentin asserted state and federal claims for malicious prosecution, false arrest, and false imprisonment.

The court granted in part and denied in part defendants’ motion to dismiss, ruling that Valentin’s federal claims could proceed. The court held that Valentin’s state law claims failed due to state law giving government entities and their employees immunity from any tort claims arising from acts done in official capacities. The court found that Valentin’s allegations did not fall within the narrow exception for government employees’ personal liability for property damage, bodily injury, or death caused by wanton negligent or willful and malicious intent.

But the court ruled that Valentin’s federal claims against Officer Hewlett survived, as §1983 imposed liability for arrest, detention, and prosecution without probable cause. The court noted that the record appeared to reflect that Hewlett had no reasonable information giving rise to probable cause that Valentin had violated the noise ordinance, as the officer never heard the music himself. Instead, Hewlett only had the neighbors’ report, after they had previously made numerous baseless complaints. The court ruled that Hewlett was not yet entitled to qualified immunity as he had no argument why he should be entitled to immunity in the absence of probable cause.

Finally, the court ruled that Valentin’s claims against the county failed as she provided no examples aside from her own arrest to support her claim that the county had a custom or practice of conducting arrests without probable cause. The court further rejected Valentin’s inadequate supervision claim because the right to be free from warrantless arrests for misdemeanors occurring outside the arresting officer’s presence was not a clearly established right.

CREDITORS’ AND DEBTORS’ RIGHTS

Interlocutory Appeal • Certification of Appealed Issue • Debt Collection


The court certified two issues for appeal though there was no final judgment because they were both novel and controlling questions of law with substantial ground for difference of opinion and the appeal would advance the ultimate termination of the litigation. Motion granted.

The Consumer Financial Protection Bureau sued defendant for forbidden debt-collection and litigation practices. The defendant owned a large amount of student debt. To collect, defendant engaged in loan servicing and debt collection performed by a third party hired by defendants. The third party collected the debts and serviced the loan, but this was done at the direction of defendants.

Defendants argued that the CFPB did not have enforcement authority over them because they were not a covered person under the involved statute. Also, even if there was authority, the defendants argued that the original filing was done while the agency’s director was unconstitutionally insulated such that ratification was necessary. The necessary refiling would not have been within the statute of limitations.

If a case raises important and dispositional legal issues, a party may seek permission to appeal early, before a final judgment. The court found that both issues raised by defendant should be certified and appealed to the Third Circuit because they were novel questions. Regarding the first question as to whether the defendant was a covered person where it used a third party for collection, this was a question of statutory interpretation. It was a controlling question to the suit and there was genuine doubt as to the correct legal standard with no controlling precedent.

Regarding the second question as to whether ratification was needed, the court relied on Collins v. Yelen, 141 S.Ct. 1761 (2021). However, Collins was a recent decision, and the court was not sure
that its reading that ratification was not necessary was correct. For this reason, the court certified the issue for appeal.

EXPERT WITNESSES

Expert’s Qualifications • Daubert Challenge • Valuation of Company


The court found defendants’ expert opinion ostensibly about valuation to be outside the scope of the expert’s qualifications, to be unhelpful to the trier of fact, and to be unreliable because of reliance on irrelevant data. Motion to exclude granted.

Plaintiff asserted claims of securities fraud, common law fraud and other claims stemming from an equity purchase agreement. Plaintiffs purchased an equity interest in Northern Capital Partners and used an EBITDA Multiple Framework to calculate the price. Shortly after the sale and upon discovering information they did not have prior to the closing date, plaintiffs contended that the price was inflated due to misrepresentations by defendants about inventory, employee bonuses and salary increases, and liabilities. Defendants claimed there were no damages or, if there were, damages were the result of plaintiff’s lack of due diligence. Plaintiff served opening expert reports on defendants. Defendant served a rebuttal expert report by Mr. Brown. Plaintiff then served reply reports and both parties filed motions for partial summary judgment.

Plaintiff sought to exclude the opinions of defendants’ rebuttal expert on a Daubert challenge, citing three grounds: his opinions were outside the scope of his assignment and qualifications, would not be helpful to the trier of fact, and were unreliable because of incorrect factual assumptions. Brown’s opinion criticized the valuation methodology used by plaintiff.

The court noted that F.R.C.P. 702 called for the trial court to ensure an expert’s testimony rested on a reliable foundation and was relevant to the task at hand. Daubert v. Merrell Dow Pharmas. Inc., 509 US 579, 597 (1993). Plaintiff first asserted that Brown’s opinions about the adequacy of plaintiff’s due diligence were outside the scope of his qualifications as a valuation and damages expert. Plaintiff argued that he failed to conduct any independent investigation of plaintiff’s due diligence. The court found that Brown’s opinion that plaintiff used an inaccurate valuation model and that plaintiff had sufficient information to prepare a valuation using a more standard methodology went to liability and adequacy of due diligence rather than singularly damages. Thus, the opinion was outside of the scope of his assignments and qualifications.

Plaintiff next asserted that Brown’s opinion would not be helpful to the trier of fact. Plaintiff contended that Brown’s opinion focused irrelevantly on his opinion that plaintiff should have used a different valuation methodology. The court noted that an expert’s testimony was helpful if it would aid the jury in resolving a factual dispute. This requirement went to relevance. The court found that Brown’s opinion did not assist the fact finder because he never connected an alternative methodology to the facts of the case to explain how it would alter the outcome.

Finally, plaintiff argued that Brown’s opinions were unreliable because he relied on incorrect assumptions. For instance, Brown’s opinions were not grounded in technical or specialized knowledge as they relied on data that was created after the transaction. The arguments of the plaintiff supported the court’s decision to exclude Brown’s opinions.

IMMIGRATION LAW

Administrative Procedure Act • Denial of I-129 Petition • Specialized Occupation


The court affirmed the decision that the sales engineer position was not a specialized occupation. Although the employee had an engineering degree, the sales position did not require a specific type of engineering degree or any engineering degree at all. The US Citizen and Immigration Service denied the petition because the occupation was not specialized. Plaintiff sought judicial review of the denial by the USCIS of an I-129 petition filed by the employer.

The court determined that under the Administrative Procedure Act, a person suffering a legal wrong because of agency action was entitled to judicial review. In this case, the resolution of the cross motions for summary judgment turned on whether USCIS abused its discretion in concluding that the sales engineer position offered by petitioner was not a specialty occupation. The definition of a specialty occupation is one that requires application of a body of highly specialized knowledge and a bachelor’s or higher degree. The regulations associated with the statute contained a similar definition. The field of engineering was listed in the regulations, but it was not considered an occupation. The USCIS found that many different kinds of engineering degrees could qualify a person as a sales engineer such that it was not a specialized occupation.

The crux of petitioner’s argument was that there was sufficient evidence for a reasonable fact finder to reach a different conclusion. However, this was not the appropriate standard of review. Because the standard of review was abuse of discretion and a reversal of USCIS was appropriate only where the action was irrational or not based on relevant factors, the court did not reverse the USCIS.

LABOR LAW

FLSA • Unpaid Minimum and Overtime Wages • Farm Workers • Failure to Plead Statutory Elements


Fair Labor Standards Act claims failed where farm workers fell within the statute’s agricultural exemption from the minimum wage and overtime provisions of the act.

Defendants East Ocean Agriculture Corp. and Xiandong Shi moved to dismiss the complaint filed by plaintiffs, eight individuals previously employed by defendants. Plaintiffs filed suit against defendants under the FLSA, Delaware Minimum Wage Act, and Delaware Wage Payment and Collection Act, alleging that defendants had failed to pay minimum wages, earned wages, and overtime wages, and engaged in retaliatory termination after plaintiffs demanded payment of their wages. Defendants operated a farm business where plaintiffs worked as farm workers.

In support of their motion to dismiss, defendants argued that the first and second elements of a FLSA claim – the existence of an employer/employee relationship and that the employee was engaged in interstate commerce – were jurisdictional elements and that plaintiffs’ failure to plead the statutory FLSA elements was fatal to their claim. The court found that because Congress did not expressly designate those elements as jurisdictional, they were merely legal elements to be proven in a FLSA claim.

The court further rejected defendants’ contention that plaintiffs had not plausibly pled the FLSA statutory elements. The court found that plaintiffs’ description of their work duties and defendants’ control over plaintiffs’ work was sufficient to establish an employer/employee relationship. The court also found that plaintiffs had adequately pled that they were engaged in the production of goods for interstate commerce by producing farm products in Delaware for sale in New York. Finally, the court held that plaintiffs’ allegations regarding their pay and the hours that they worked were sufficient to conclude that plaintiffs were not paid the required minimum wage and/or overtime for many of the weeks that they worked for defendants.

Nevertheless, the court found that plaintiffs were exempted from the provisions of the FLSA, finding that the pleadings clearly established that they were farm workers who fell within the FLSA’s agricultural exemption. Similarly, the court ruled that plaintiffs fell within the DMWA’s exemption for agricultural workers. Finally, the court dismissed plaintiffs’ DWPCA claims with respect to pay periods outside the act’s one-year statute of limitations.


The court held in this class action that plaintiffs failed to plead sufficient facts to support their breach of contract and breach of implied covenant claims relating to a merger that was approved by a majority of unitholders. Motion to dismiss granted.

Plaintiffs were unitholders of Buckeye. Buckeye was a publicly traded LP governed by a Limited Partnership Agreement. Investors Fund Managers Ltd. wanted to acquire Buckeye. The board initially rebuffed offers it considered to be too low. Defendants secured a substantial premium for unitholders and entered into a merger agreement. One of the terms of the merger agreement included a restriction on issuing cash distributions to unitholders that, while regularly declared, were not required to be distributed by the LPA. The merger was approved by 96% of voting unitholders. Plaintiffs claimed that the defendants structured the transaction to capture earnings and favorable tax treatment for the acquirer while avoiding paying distributions to unitholders. The complaint contained claims for breach of fiduciary duty against the sell-side defendants, breach of contract, implied covenant for good faith and fair dealing, and, as against the buy-side defendant, aiding and abetting, and tortious interference with contract claims. Defendant moved to dismiss all claims for failure to state a claim.

Regarding the breach of contract claim against the sell-side defendants, the court found that the Buckeye LPA was unambiguously about distributions to unitholders; there was no requirement that partnership income be distributed to members. Thus, the absence of a cash distribution upon the merger did not violate the LPA.

As for the breach of fiduciary duty claim, the court noted that the managers were held to a contractual standard of care according to the LPA. The LPA unambiguously eliminated traditional fiduciary duties, such that the LPA precluded prosecution of claims based upon common law fiduciary duties. Being that plaintiffs failed to allege facts in support of breach under the contractual standard of care, their claim failed.

Even if a fiduciary duty existed, the business judgment rule would have applied under Corwin. Under Corwin, the business judgment rule was the appropriate standard of review for a post-closing damages action when a merger had been approved by a fully informed, uncoerced majority of the disinterested unitholders. The issued proxy statement informed unitholders that there would be tax consequences related to the merger even though unitholders would not receive a cash distribution. Also, the statement disclosed that executives received accelerated benefits and benefits of pre-existing severance arrangements. That the unitholders voted for the merger cleansed the transaction under Corwin.

Plaintiffs asserted a breach of the implied covenant of good faith and fair dealing but did not identify a gap in the LPA for the implied covenant to fill. Application of the implied covenant was limited to filling in gaps that neither party anticipated but it could not be invoked where the contract expressly covered the subject at issue. Plaintiffs’ rights to distribution and the rights to additional information were both covered by the LPA.

The court held that plaintiffs did not sufficiently plead their causes against the buy-side defendants for aiding and abetting because they did not plead a predicate breach. Additionally, plaintiffs failed to plead the elements of a viable tortious interference claim.
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