



In support of Healthcare Risk Management (HRM) Week, June 20-24, 2016, Integro is pleased to present its white paper, "Batch Me if You Can". In addition to the high severity potential, batch events in healthcare present complex coverage issues. Risk management professionals and others involved in risk financing design would be well served to work with their teams to better understand this issue, and affirm that their coverages are properly designed to address "batch events". This paper focuses on the evolution and significance of "batch"; types of allegations that may involve "batch" or "related events"; important coverage issues; and frequency and severity trends.

An annual campaign from the American Society for Healthcare Risk Management (ASHRM), this year's theme for HRM is "Making a World of Difference", which celebrates the accomplishments of healthcare risk managers. Integro recognizes and applauds the critical role played by risk managers and safety professionals in patient safety and patient care practices, quality assurance, safe work environments and liability. Together, healthcare risk managers are Making a World of Difference in health care, advancing patient safety, reducing uncertainty and maximizing value.

Established in 1980, ASHRM is a personal membership group of the American Hospital Association (AHA) with more than 6,000 members representing risk management, patient safety, insurance, law, finance and other related professions. ASHRM promotes effective and innovative risk management strategies and professional leadership through education, recognition, advocacy, publications, networking and interactions with leading healthcare organizations and government agencies. ASHRM initiatives focus on developing and implementing safe and effective patient care practices, the preservation of financial resources and the maintenance of safe working environments.



Presented by The Risk Authority Stanford



BATCH ME IF YOU CAN

The Growing Concern of Batch Events in Healthcare

In October of 2002, a Federal investigation began at a hospital in Redding, California, where it was suspected that hundreds of patients were subjected to unnecessary cardiac surgeries. It was further alleged that the surgeries were driven by a desire to increase profits. Two years later, most of the medical malpractice-based suits were settled for \$395 million by the parent of Redding Medical Center, with several surgeons contributing an additional \$24 million. However, behind the scenes, insurance coverage disputes with the carriers were simmering, and would not be fully resolved until 2008. Arguably, this was the first significant batch event in the healthcare industry¹, and appropriately drew attention to the importance of careful policy language review for insureds and underwriters.

In addition to being potentially extremely costly, batch events in healthcare can present complex coverage issues. Risk management professionals and others involved in risk financing design at their organizations would be well served to work with their teams to better

understand this issue, and affirm that their coverages are properly designed to address *batch events*.

Batch Events Can Present Competing Objectives

The concept of batch evolved into a hybrid between occurrence and claims made coverage as insurers sought, over time, to avoid an accumulation of multiple policy limits connected to related claims reported over a long period of time. The notion essentially began with products liability as “a policy provision of product liability insurance that aggregates all claims arising from a (defective) lot or production cycle and sweeps them into a single claim”. The result would be that one set of policy limits/ liability tower would apply to that batch of claims, regardless of the various report dates from different plaintiffs. That may explain why the term “batch clause” is often used interchangeably with “occurrence integration” with the latter being oft-recognized as the Bermuda form.² Therefore, most policy forms do not reference batch, preferring instead to define coverage for related acts and/or related claims.

¹ While the issues around the definition of “occurrence” had been prevalent with CGL (e.g., asbestos) and Products Liability coverages, the Redding Medical Center event brought batch into focus for Medical Professional Liability.

² The Integrated Occurrence coverage form was developed in Bermuda in the mid-1980s in response to a liability crisis brought on by asbestos and environmental related claims activity.

On the surface, a batch clause may seem to benefit only the insurer. A closer examination reveals that this is clearly not the case. While aggregating related claims into a single policy period regardless of when the various claims are reported could be an actuary's dream, it could also be extremely beneficial to an insured who desires to have a single, self-insured retention (e.g., captive insurance company retention) apply when confronted with a large number of plaintiffs and/or related claims. In some instances, this reality can create an unavoidable conflict of interest, and result in differing interpretations of policy contract language.

Allegations That Involve Batch Events

In the recent decade, there has been a wide variety of batch claims arising in the healthcare setting. Many of these claims arise from definable categories or types of allegations. The typical categories are illustrated below with real life examples.³

Improper Sterilization

- A North Carolina hospital mistakenly had surgical equipment washed with hydraulic fluid that had been drained from its elevators. It was alleged that more than 3,600 patients were exposed to this equipment. No deaths were reported due to this incident, yet the hospital entered into a settlement with at least 127 patients for \$26 million.
- In South Carolina, a major hospital system informed more than 180 surgery patients that they were at risk of contracting a rare mycobacterium infection. While mycobacterium is harmless in most circumstances, it can result in infections when it comes in contact with surgical sites. At least 15 patients were infected (including 4 deaths) upon contracting the infection. Initially, the hospital believed that a surgical device was the root cause. However, upon investigation, the bacterium was found in the hospital water supply.
- A large medical device manufacturer recalled duodenoscope models linked to more than 25 superbug outbreaks worldwide. When tested, many of these scopes were found to be accumulating bacteria in the scope's elevator mechanism. Potentially due to the product design, the bacteria could not be removed by conventional sterilization techniques. Investigations are ongoing, but there are reports from at least 16 U.S. hospitals regarding adverse events potentially due to these scopes.

³ Some of the illustrations listed involve medical products, but exposed the healthcare facility(s) to liability as well.

Abuse and Molestation

- A major and highly regarded health system in the mid-Atlantic settled a class action lawsuit in 2015, for \$190 million, after it was determined that an employed Obstetrician/Gynecologist had secretly photographed or videotaped the reproductive anatomy of his female patients. Due to the nature of the images, it was not possible or practical to identify specific victims. Therefore, more than 8,000 former patients were included in the settlement.
- In 2012, a Delaware judge approved a \$123 million class action settlement on behalf of more than 1,400 victims that were or may have been abused and/or assaulted by a medical center pediatrician.

"Angel of Death" and "Serial Infectors"

- In 2004, a nurse who worked in many different healthcare facilities over his career, pled guilty to killing 29 people. The nurse stated that he believed that he was helping patients by injecting them with lethal doses of prescription medications. Lawsuits were filed against several of the healthcare systems, alleging negligent employment and negligent supervision. At least one of the systems settled the claims.
- A travelling cardiac catheterization technician infected more than 32 patients with Hepatitis C at a New Hampshire hospital. He did this by reusing syringes after he stole the narcotics, and refilling the same tainted syringes with saline solution. Once this news was published in 2012, more than 46 other patients (treated at other facilities across seven states during 2003-2010) were diagnosed with the same strain of Hepatitis C. There were allegations that some of the previous employers had knowledge of the technician's drug abuse and did not report their concerns to the proper authorities. In addition to lawsuits from infected patients, many other patients have alleged emotional and psychological injury. At least 36 settlements have been reached. Other litigation is ongoing.

Building or Catastrophe Related

- When hurricane Katrina was bearing down on New Orleans in 2005, a large uptown hospital had not completely evacuated.⁴ Subsequently, 187 patients and 800 visitors were stranded for two days without power as the backup generators failed. Temperatures inside the building exceeded 100 degrees and there was limited food and water; 45 patients died—many of whom had been relying on ventilators prior to the power outage. Subsequently, the hospital

⁴ This is only one story/settlement relative to Katrina-related negligence claims against healthcare facilities. There were other hospitals in New Orleans that did not evacuate. At a different medical center, there were numerous deaths reported, and a subsequent class action settlement for \$12 million.

operator settled a class action lawsuit for \$25 million, and continued to litigate other claims related to the event.

- In September of 2003, a fire at a Nashville, Tennessee nursing home resulted in 16 deaths, and additional injuries. Subsequently, 32 lawsuits were filed against the large senior care operator. The total amount of damages sought exceeded \$200 million. Settlements were eventually reached on all claims and the terms are confidential.
- A 2011 Legionella outbreak at an Ohio hospital was traced back to the plumbing system in a newly constructed tower. Eleven patients were infected, and one died, leading to multiple lawsuits. The hospital system settled the actions and sought indemnification from the construction and architect firms.

Unnecessary Surgeries

- A large healthcare system agreed to a \$37 million settlement, based upon the allegations of more than 200 patients that they were subjected to unnecessary heart stent procedures during 2009-2010. Since that 2014 settlement, there have been similar actions in multiple states⁵.
- The largest (published) settlement to date involving allegations of unnecessary surgeries was noted at the beginning of this paper.

Contaminated Drugs / Compounds

- In 2015, a bankruptcy judge approved a \$210 million settlement plan for 751+ victims of a fungal meningitis outbreak linked to steroids produced by a Massachusetts-based pharmacy. A recent example of the sweeping liability that may come about when contaminated products are distributed; more than 75% of the settlement funding was derived from insurance and firms downstream the supply chain.⁶

Understaffing

- In 2010, a senior care operation was hit with a \$671 million jury verdict relating to understaffing at its 22 facilities. Subsequently, the matter was settled for \$63 million.⁷

Six Important Coverage Issues

The examples illustrate the reality, severity and need to address batch events in the healthcare industry, specifically as it relates to meeting coverage expectations. There are many variations in policy contract

⁵ Note that many of these tort cases have spawned from Medicare or Medicaid fraud/abuse investigations.

⁶ The initial settlement plan was established at \$100 million. Subsequently, the fund has increased in value several times, as third party firms that did business with the pharmacy have come forward with supplementary settlement payments.

⁷ This landmark suit was filed as a negligence based class action in California. Similar actions have also been filed in Federal courts.

wording as relates to batch. The core issues center upon the relevant self-insured retention(s) and maximum policy limits triggered should there be related events or outcomes that lead to multiple allegations in tort.

#1 – Embedded vs. Endorsed Wording

The first factor to consider is whether batch wording is embedded or endorsed, and how a policy treats professional liability and general liability coverages.

Batch can be addressed by endorsement or within the main policy form itself. Several carriers embed related claim wording into their coverage form. This approach has the potential of mitigating inconsistencies or continuity issues that can emerge through endorsements. Further, it enables more consistent treatment (e.g. definitions) for both professional and general liability triggers.

It is not typical for batch endorsements to apply to the general liability coverage part. Many carrier policies will attempt to contain all patient-related claims to the professional liability coverage form. Either through variation in coverage, or via Named Perils endorsements, there could be situations where patient injury could be triggered under the commercial general liability coverage. In that event, it would be important to ensure that the occurrence wording is unambiguous as respects related events involving multiple plaintiffs.⁸ Additionally, whether the event is treated as a general or professional liability could have a meaningful impact on the insured retention, since it is not uncommon for general liability retentions to be meaningfully smaller than professional liability retentions.

#2 – How Related Acts are Defined

An additional factor that is important for insureds to consider is how related acts are defined under their healthcare professional liability coverage.

While coverage forms differ, many use the terminology “related claims”, “related acts” or “related medical incidents”. Of course, then the question is: how are those phrases defined?

At least one leading healthcare professional liability carrier⁹ defines Related Medical Incidents as “all medical incidents that result from the same, related, repeated, or continuous acts, errors or omissions,

⁸ The inherent nature of occurrence wording is to address multiple injuries which arise from the same event or nexus. However, not all policy forms define “occurrence” in the same way, which can lead to courts determining the number of occurrences, based upon cause theories or effect theories.

⁹ This definition is from Lexington Insurance Company’s “Batch/Related Medical Incidents Endorsement” (HC0754).

whether established through the causal, logical, or temporal connection between such acts, errors or omissions". Further, and with the objective of placing a specific date/policy to determine the Limits of Insurance, this company separately addresses related medical incidents "affecting one patient" versus those "affecting more than one patient".

Another insurer¹⁰ defines *Related Claims* as "all claims based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related facts, circumstances, situations, transactions or events, whether logically, causally or in any other way." Additionally, this insurer also addresses Related Acts separately and consistently for professional and general liability. Broadly addressing both Related Claims and Related Acts would appear to be consistent with the carrier wanting to ensure that only one term of policy limits could apply in any situation or event(s) that yielded multiple claims. Similarly, the carrier addresses both related occurrences and related claims as respects the general liability coverage. Such an approach could be classified as strong batch language.

The *Integrated Occurrence* terminology used in many Excess Liability Bermuda policy forms is meaningfully distinct from the aforementioned approaches to related acts. Note the following from the XL XS-004 form:

"'Integrated Occurrence' means an Occurrence encompassing actual or alleged Personal Injury, Property Damage and/or Advertising Liability to two or more persons or properties which commences over a period longer than thirty (30) consecutive days which is attributable directly, indirectly or allegedly to the same actual or alleged event, condition, cause, defect, hazard and/or failure to warn of such; provided, however, that such Occurrence must be identified in a notice pursuant to Section C of Article V as an 'Integrated Occurrence' and is subject to all provisions of paragraphs (1) and (2) of Definition V."

Since the form does not have separate coverage parts (e.g. professional vs. general liability), all kinds of batch events should be addressed in a consistent way. However, there are additional conditions that will govern how coverage applies—including the "longer than 30 days" language. If the events take place within this 30 day waiting period, there would be separate self-insured retentions applicable to each

claim—a seemingly punitive result for an insured that works quickly to uncover and address a problematic issue.

#3 – Language Governing Coverage

A third factor to examine when it comes to coverage is the clarity of the language governing the coverage. As noted within this paper, an important objective of the carrier would be for no more than one term of policy limits to apply to a batch situation. One carrier¹¹ addresses this with the following:

"Related Claims Deemed Single Claim; Date Claim Made

All Related Claims, whenever made, shall be deemed to be a single Claim and shall be deemed to have been first made on the earliest of the following dates:

- 1. the date on which the earliest Claim within such Related Claims was received by an Insured; or*
- 2. the date on which written notice was first given to any Insurer of a circumstance which subsequently gave rise to any of the Related Claims; regardless of the number and identity of claimants, the number and identity of Insureds involved, or the number and timing of the Related Claims, and even if the Related Claims comprising such single Claim were made in more than one Policy Period."*

It is worth noting that the above form uses "any Insurer" in item 2. Since "Insurer" is defined to be "the Company identified in the Declarations", it would appear that inserting "any" could help to avoid inconsistent treatment, should the carrier provide two or more applicable policies (e.g., primary and excess).

#4 – Each and Every vs. Aggregated Self Insured Retentions

A fourth item to consider is whether the self-insured retention is classified as "each and every" or "aggregated". If the Self Insured Retention is aggregated at a level that is relatively small, then the issue of batch can shift more in favor of the carrier—in that the application of a single policy or tower of annual limits would tend to be their preferred outcome if there was some disagreement over whether the claims should be treated as batch.

Consider the following illustrations.

¹⁰ This definition is from Allied World Assurance Company's MED-UMB 00003 (02/15) coverage form.

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Scenario A: Insured XYZ hospital has a policy with \$15,000,000 in annual limits and an SIR of \$250,000/\$750,000. This policy, limits and SIR structure has been the same across all years that XYZ has operated. It is believed that a HIV infected nurse whom had been working at XYZ intermittently for two years had been stealing medications from syringes, filling them with saline and using them on patients. Employment records indicate that the nurse had quit her job at one point to leave the state, and then returned three months later to work for XYZ again. The information gathered indicates that approximately 100 patients were infected with a settlement up to \$20,000,000. There are at least 29 separate lawsuits.

Scenario B: This is the same as Scenario A, but in this instance, the XYZ policy is \$15,000,000 in annual limits with a \$250,000 SIR each and every claim.

In Scenario A, the issue of limits becomes extremely important to the insured since each policy term has a maximum of \$15,000,000—which would mean that they would be responsible for the additional \$5,000,000 should all of the claims be batched back to the first report date. In such a case, the insured might prefer to see the claims batched in two different policy periods (arguing that the nurse had a distinct gap in employment), and might even settle for separate claims approach due to the different lawsuits. If they were successful, they would pay no more than \$1,500,000 (\$750,000 aggregate SIR under each of two policy periods). In Scenario B, the insured would not want to risk having 100 potential claims treated separately under the \$250,000/EE SIR, and thus would probably not argue that the gap in employment or the number of lawsuits as meaningful in terms of interpreting the “related act” language in the policy. Instead, and despite being responsible for the settlement amounts exceeding \$15,000,000, they would prefer that all claims be batched in one policy year.

#5 - Notice Provisions and Declaration of a Batch Event

A fifth important factor to consider is the notice provisions and who can declare a batch event. Compliance with notice provisions is always important whether it be for the primary SIR within a captive, RRG, or other vehicle with an insurance contract. Proper compliance with notice provisions is **paramount** when the insured wishes to report an event or events as batch. One commercial carrier¹² uses the following language:

¹² Berkshire Hathaway Specialty Insurance “Definition of ‘Incident’ Amendatory Endorsement” (HC-UM-005-09/2015)

“You will have one (1) year from the end of the ‘policy period’ to identify, in writing, all ‘claims’ and ‘patients’ that you contend are included in an ‘incident’, which have been previously reported in accordance with the terms and conditions of this policy.”

Note that with the above policy form, claims are “suits” or “demand for damages”, so it would be very important to provide a thorough listing of patients that might possibly have been impacted by the related event(s), so not to run afoul of the one-year limitation.

It appears that most carrier terms/conditions are silent on the issue of whether both the carrier and insured could declare an event as batch under the policy. The Bermuda XL XS 004 Integrated Occurrence form addresses the issue by stating that: “The Insured may at its option give written notice to the Company of any Occurrence as an ‘Integrated Occurrence’ by designating it as such and giving such notice in the manner provided in Section D of this Article V”. Such affirmative language should avoid the prospect of the insurance carrier declaring a batch event even though the insured believes otherwise¹³.

Wording can sometimes be negotiated that expressly gives the sole right to declare a potential batch event to the named insured (e.g., Risk Management Department). This can help to avoid disputes over the definition of related acts and/or the timing of the first claim/circumstance.

#6 – Consistency of Treatment

A final factor to consider with coverage is whether the treatment of a batch event is consistent through the entire tower of coverage. Different carrier approaches to batch, along with other key provisions, could increase the possibility of coverage gaps and/or disputes. Along with contemplating the purchase of adequate limits, it is equally important to ensure coverage consistency, regardless of whether follow form wording is present.

Consider the following scenario: An individual walked into the emergency department of a mental health (MH) facility, complaining of anger, hallucinations, stress and depression. He was seen by the facility’s psychiatric staff, evaluated and sent home with a prescription for antidepressants. One day later, he shot and killed four neighbors, and then drove to the local convenience store where he shot and severely wounded another seven individuals. Lawsuits were commenced alleging that MH was negligent for not hospitalizing the patient to conduct further evaluation and/or not warning local law enforcement. The

¹³ There are some Products Liability coverage forms that give the right to declare batch to both insured and insurer.

lawsuits are expected to seek total damages in excess of \$60M. MH Healthcare has three insurers on its Professional/General Liability program. Assume the lead insurer writes \$20M/\$20M XS of \$1,500,000/EE on the HPL and \$250,000/EE on the GL. Also assume the lead insurer adds HPL batch via endorsement, and utilizes traditional¹⁴ occurrence wording on the GL. The policy language restricts Professional Liability coverage to only claims brought by or on behalf of patients. Say

MH Healthcare PL/ GL Program
ThirdCo \$25M/\$25M
SecondCo \$10M/\$10M
Lead Insurer \$20M/ \$20M
SIR Retention \$1.5M HPL SIR Retention \$250K GL

the second insurer (“SecondCo”) writes \$10M/\$10M XS of the lead insurer. SecondCo has embedded strong batch language. SecondCo’s policy form has all claims resulting from the providing or failure to provide “professional services” falling to the Professional Liability. A third insurer (“ThirdCo”) writes \$25M/\$25M XS of SecondCo. On the ThirdCo policy form, all/only patient injury falls to PL. Neither the SecondCo or ThirdCo policy forms include follow form language.

Under the scenario at hand, the lead insurer will treat this event as a general liability claim. However, there might be a

dispute over the number of occurrences—and whether the \$250,000 SIR applies separately to each of the claims. SecondCo’s form will respond to this event under professional liability coverage, and they will look to attach at no less than \$21,500,000 (\$20,000,000 Lead Insurer limit + \$1,500,000 PL SIR). ThirdCo will respond via the general liability coverage, and along with the lead insurer, may argue over the number of occurrences, but will certainly not agree to any lower drop down due to the SecondCo coverage position. MH Healthcare believes that professional liability should only be triggered when there are claims on behalf of patient(s), and that this event falls under general liability, as a single occurrence with their maximum retained liability as \$250,000.

If you think that the above scenario seems far-fetched, consider all of the other dynamics that can impact uneven or unexpected coverage

¹⁴ Occurrence means an accident, including continuous or repeated exposure to substantially the same harmful conditions. All such exposure to substantially the same harmful conditions will be deemed to arise out of one occurrence.

issues (M&A, change in carrier forms from year to year, changes to program from year to year, Extended Reporting Periods, etc.). This one scenario alone demonstrates the need to thoroughly examine and understand how any liability coverage defines and treats batch events, for without such an examination, insureds could assume protection they do not actually possess.

Batch Frequency and Severity Trends

Several medical malpractice insurance companies have identified batch claim trends as troubling, both in frequency and severity.¹⁵ Others are keeping a close eye on what might be driving any trends.

There appears to be a strong connection between governmental billing investigations and qui tam actions, and the increase in subsequent “unnecessary surgery” class action tort lawsuits. These cases often focus upon a “rogue surgeon”, and/or corporate “profits over people”.

Finally, the Patient Protection and Affordable Care Act was signed into law March 23, 2010. This reform is intended to expand coverage to more patients in the US, while also reducing the growth of health care costs. There is no question that healthcare reform will put further pressure on an already inherently litigious industry. Thus the basis of future batch claims may be more centered on the business of healthcare delivery rather than medical outcomes. Will inventive plaintiff attorneys be asking “help me understand why my 125 clients did not receive the standard treatment for their cancer — was this denial of care based on money, managed care contracts, bundled payments?”

Conclusions

In the provision of healthcare services, there are unique situations that could lead to related act(s) resulting in claims from multiple plaintiffs. While a batch event in a healthcare setting may have once been considered akin to the 500 year flood, in reality it is more analogous to the prospect of a tornado that can hit hard, and unexpectedly.

The concept of batch in the healthcare setting has evolved over the last decade. The issue can present a dual edged sword for the underwriter and insured that needs to be addressed with careful planning and drafting. Large multi-plaintiff claims involve questions of both maximum available policy limits, single or multiple policy contract years, and expected retention liabilities. Any ambiguity as to what constitutes

¹⁵ In 2012, Hiscox published “‘Super Losses’ in Healthcare Sector Growing in U.S.” and Ironshore published “The New Frontiers of Healthcare Batch Claim Liability in 2015.”

“related acts”, and differences in carrier policy forms may require costly litigation to resolve.

There is meaningful data suggesting that batch claims are increasing in both frequency and severity. The research conducted for this paper includes a review of more than fifteen claims that would be considered batch in nature. The recorded damage amounts would imply that, to date, most batch claims tend to fall into the \$20,000,000 - \$100,000,000 range.¹⁶ Two other claims included in this review each exceeded \$200,000,000.

This paper is not intended to portray batch as the most important issue when negotiating coverage. The objective is to bring into focus some of the inter-related coverage issues that require proactive analysis, when building the best possible healthcare professional/general liability program—one that meets expectations in the event of that “tornado” that no one saw coming. To achieve this objective, a consideration of how batch is treated in any coverage is imperative.

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About Integro

Integro is an insurance brokerage and risk management firm. Clients credit Integro’s superior technical abilities and creative, collaborative work style for securing superior program results and pricing. The firm’s acknowledged capabilities in brokerage, risk analytics and claims are rewriting industry standards for service and quality. Launched in 2005, Integro and its family of specialty insurance and reinsurance companies, some having served clients for more than 150 years, operate from offices in the United States, Canada, Bermuda and the United Kingdom.

¹⁶ As noted in this paper, some of the settlements are confidential.

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