

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

-----X  
In the Matter of

Index No.

the Application of

**VERIFIED PETITION**

Linda A. Lacewell, Superintendent of Financial  
Services of the State of New York, for an order to take  
possession and liquidate the business and affairs of

MAIDSTONE INSURANCE COMPANY.  
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Linda A. Lacewell, Superintendent of Financial Services of the State of New York (the “Superintendent”), respectfully petitions the Court for an order substantially in the form annexed hereto as Exhibit “1,” *inter alia*, placing Maidstone Insurance Company (“Maidstone”) into liquidation under Article 74 of the New York Insurance Law (“Insurance Law”), Insurance Law §§ 7401 *et. seq.*, appointing the Superintendent and her successors in office as liquidator of Maidstone (“Liquidator”) and, among other things, directing the Liquidator to liquidate the business and affairs of Maidstone on the grounds that: (i) Maidstone has consented to the entry of an order of liquidation; and (ii) Maidstone is insolvent within the meaning of Insurance Law § 1309(a). Each ground, by itself, is sufficient to place Maidstone into liquidation and grant the relief sought.

**Background**

1. As set forth in the affidavit of Marc Allen, Assistant Chief, Property Bureau, New York State Department of Financial Services (“DFS”), sworn to on December 11, 2019 (“Allen Aff.”), annexed hereto as Exhibit “2,” Maidstone was incorporated in the State of New York on May 11, 1988 as General Assurance Company (“GAC”). GAC obtained a license to conduct the business of insurance in the State of New York on July 19, 1988 and commenced business on

October 1, 1988. Allen Aff., ¶ 2. GAC changed its name to AutoOne Insurance Company (“AIC”) effective January 9, 2004, and AIC changed its name to Maidstone effective December 14, 2015.

*Id.*

2. Maidstone’s principal office is located at 155 Mineola Boulevard, Mineola, New York 11501. *Id.*

3. Maidstone is a wholly-owned subsidiary of Interboro Holdings, Inc. (“Interboro”). Effective January 2, 2018, Standard Diversified Inc., through its wholly-owned subsidiary Pillar General Inc., became the owner of 100% of Interboro’s outstanding shares. Allen Aff., ¶ 3.

4. Maidstone is licensed to conduct the business of insurance in the State of New York in accordance with §§ (3) through (17), (19) through (21), and (26) of Insurance Law § 1113(a). Allen Aff., ¶ 4.

5. Maidstone is licensed to conduct the business of insurance in 23 other states in addition to New York. Allen Aff., ¶ 5. Maidstone’s license to conduct the business of insurance in the State of Washington was suspended in March 2017 for failure to meet that state’s minimum surplus and minimum capital requirements. *Id.*

### **Grounds for Liquidation**

6. Under Insurance Law § 7404, the Superintendent may apply for an order seeking the liquidation of an insurer if sufficient grounds exist pursuant to Insurance Law § 7402.

#### **A. Maidstone Consented to Liquidation**

7. Insurance Law § 7402(l) provides that an insurer may be placed into liquidation if the majority of its directors, shareholders, or members consent to liquidation. By a written resolution dated August 7, 2019, Maidstone’s directors unanimously consented to the entry of an

order of liquidation pursuant to Insurance Law Article 74 (the “Board Resolution”). Allen Aff.,

¶ 8. A copy of the Board Resolution is annexed to the Allen Aff. as Exhibit “B.”

8. Because Maidstone’s directors unanimously consent to the entry of an order of liquidation, this Court should issue an order placing Maidstone into liquidation under Insurance Law § 7402(l).

**B. Maidstone is Insolvent**

9. Insurance Law § 7402(a) provides that an insurer may be placed into liquidation upon a finding by the Superintendent that the insurer is insolvent within the meaning of Insurance Law § 1309. The Superintendent has found Maidstone to be insolvent within the meaning of Insurance Law § 1309 pursuant to Insurance Law § 7402(a).

10. Insolvency is defined under Insurance Law § 1309(a) as follows:

[w]henver the superintendent finds from a financial statement or report on examination that an authorized insurer is unable to pay its outstanding lawful obligations as they mature in the regular course of business, as shown by an excess of required reserves and other liabilities over admitted assets, or by its not having sufficient assets to reinsure all outstanding risks with other solvent authorized assuming insurers after paying all accrued claims owed, such insurer shall be deemed insolvent and the superintendent may proceed against it pursuant to the provisions of article seventy-four of this chapter.

11. Under Insurance Law § 4103(a)(1), Maidstone is required to maintain a minimum surplus to policyholders of \$3,150,000. Allen Aff., ¶ 7. Maidstone’s quarterly statement for the period ended September 30, 2019, a copy of which is annexed to the Allen Aff. as Exhibit “A,” reports liabilities of \$36,866,296 and admitted assets of \$36,307,475 resulting in a negative surplus to policyholders in the amount of \$558,821. Allen Aff. ¶ 7; Exh. A. As a result, Maidstone is insolvent, Insurance Law § 1309(a); *see Stewart v. Citizens Cas. Co. of New York*, 34 A.D.2d 525 (1<sup>st</sup> Dep’t), *aff’d*, 27 N.Y.2d 685 (1970), *cert. denied*, 401 U.S. 910 (1971), *later proceeding*, 66

Misc.2d 811 (S.Ct. N.Y. Cty. 1971). *See also* Insurance Law § 1309(a), for which reason Maidstone should be placed into liquidation pursuant to Insurance Law § 7402(a).

**Process for Commencing an Article 74 Liquidation Proceeding in this Court**

12. An application to place an insurance company into liquidation, pursuant to Insurance Law § 7417, must be made by order to show cause filed by the Attorney General in the judicial district in which the insurer's principal office is located. This Verified Petition is submitted to Supreme Court, Nassau County, the location of Maidstone's principal office, in support of the application by order to show cause filed by the Office of the Attorney General of the State of New York to place Maidstone into liquidation.

**Proposed Plan for Liquidation**

13. In order to administer the liquidation proceeding expeditiously, it is necessary to: (a) cancel all existing policies; (b) establish a bar date; and (c) adjudicate claims that may receive a distribution or should otherwise be adjudicated if the Liquidator, within her business discretion, determines that it is in the interest of the estate to do so.

**a. Canceling Policies**

14. As of September 30, 2019, Maidstone had 7,773 insurance policies (7,286 for automobile insurance and 487 for homeowners' insurance) still in-force. These policies expire on various dates up to October 31, 2020. Allen Aff., ¶ 6. Given Maidstone's financial condition, it is necessary that existing policies be terminated as soon as possible in order to permit policyholders to arrange for new insurance with a solvent insurer. For these reasons, the proposed order of liquidation cancels all existing insurance policies of Maidstone at 12:01 a.m. local time on the earlier of: (i) the expiration date of the policy; or (ii) the date that is 60 days after an order of liquidation is signed ((i) or (ii) as applicable, the "Cancellation Date").

15. In order to provide Maidstone's policyholders with the opportunity to obtain replacement coverage, the Liquidator, as soon as practicable after the order of liquidation is signed, will provide notice of the cancellation of policies in substantially the form attached as Annex A to Exhibit "1" hereto, (i) by mail to Maidstone's policyholders and creditors as shown on Maidstone's books and records, (ii) by publication in *USA Today*, and (iii) by posting such notice on the website of the New York Liquidation Bureau, in each case within 30 days after the order of liquidation is signed. A national publication is proposed because Maidstone has written insurance policies in New Jersey and California in addition to New York.

**b. Setting a Bar Date**

16. The Insurance Law imposes an automatic four-month bar date for the filing of claims against the liquidating insurer unless the Superintendent certifies that a longer period of time is necessary:

Where a liquidation . . . order has been entered in a proceeding against an insurer under this article, all persons who may have claims against such insurer shall present the same to the liquidator . . . at a place specified by him within four months from the date of entry of such order, or, if the superintendent shall certify that it is necessary, within such longer time as the court shall prescribe.

Insurance Law §7432(b).

17. The Superintendent hereby certifies that, based upon the information available at this time, it is in the best interest of Maidstone's policyholders and claimants to set a bar date that is one year after the date the order placing Maidstone into liquidation is signed (the "Bar Date") for the submission of all claims and all evidence supporting claims to the Liquidator. All claims submitted after the Bar Date will be barred and discharged, except for the Liquidator's claims for administrative expenses and claims for reimbursement submitted by the New York Property/Casualty Insurance Security Fund (the "P/C Fund"), the New York Public Motor Vehicle

Liability Security Fund (the “PMV Fund”) and guaranty funds in other states that cover claims under Maidstone policies (together with the P/C Fund and the PMV Fund, the “Security Funds”).

18. Establishing the Bar Date one year from the date an order of liquidation is signed will enable the Liquidator to expeditiously fix the actual number and total amount of claims eligible to receive distributions from the insolvent estate while also providing adequate time for policyholders and creditors to file claims.

**c. Adjudication of Claims that Might Receive Distributions**

19. Among the duties of the liquidator are the conservation of the property and the administration of the assets of an insolvent estate in an orderly and fair manner for the benefit of policyholders and creditors. *Dinallo v. DiNapoli*, 9 N.Y.3d 94, 97 (2007). The Liquidator classifies claims and the estate distributes payment of allowed claims in accordance with the priority of distribution scheme set forth in Insurance Law § 7434(a).

20. Insurance Law § 7434 provides that all members of a senior class be paid in full before members of the next class may receive any payment. Unless the Liquidator determines that it would benefit the Maidstone estate to adjudicate claims below Class two, it would be a waste of limited estate resources to adjudicate those claims as it appears they are unlikely to receive any distribution. Therefore, the Liquidator requests authority to use her discretion to adjudicate claims only for those classes that are likely to receive a distribution within the liquidation proceeding, or if adjudication of a claim is otherwise in the best interest of the estate. This will reduce administrative expenses, promote judicial economy, and maximize distributions to holders of allowed claims.

**Process of Liquidation and Relief Requested**

21. Article 74 of the Insurance Law requires that the Liquidator take control of and manage Maidstone's property in order to liquidate Maidstone's business (Insurance Law §7405(a)). Therefore, it is respectfully requested that the Court issue an order of liquidation, *inter alia*: (a) appointing the Superintendent, and her successors in office, as Liquidator of Maidstone; (b) directing the Liquidator to take possession of Maidstone's property, and to liquidate Maidstone's business and affairs; (c) vesting title to all of Maidstone's property, contracts, rights of action and all of its books and records, wherever located, in the Liquidator and her successors; and (d) permitting the Liquidator to deal with the property and business of Maidstone in Maidstone's name or in the name of the Liquidator.

22. In order to take possession and manage the business affairs of Maidstone and to liquidate its assets in an orderly and fair manner for the benefit of policyholders and creditors, the Liquidator requires certain injunctive relief.

23. Under Insurance Law § 7419(a), the Court may issue an injunction permanently enjoining and restraining the insurer, its officers, directors, shareholders, members, trustees, agents, servants, employees, policyholders, attorneys, managers, and all other persons from the transaction of Maidstone's business or the waste or disposition of Maidstone's property (the "Interference with Business Injunctions").

24. Under Insurance Law § 7419(b), the Court may issue such other permanent injunctions or orders as it deems necessary to prevent interference with the Liquidator or this proceeding, or the waste of Maidstone's assets or the commencement or prosecution of any actions or proceedings (a) against the Liquidator, Maidstone, the New York Liquidation Bureau, which acts as the staff of the Liquidator, or their present or former employees, attorneys or agents, with

respect to this proceeding or the discharge of their duties under Article 74 in relation thereto or (b) to assert preferences, judgments, attachments, liens, or any levy against Maidstone, its assets or any part thereof (the “Interference with Liquidator Duties Injunctions”, and collectively with the Interference with Business Injunctions, the “Permanent Injunctions”).

25. The Permanent Injunctions are crucial for the performance of the Liquidator’s duties. If the Interference with Business Injunctions are not granted, there will be no legal protections against the wasting of the assets of Maidstone and the transaction of Maidstone’s business. Allowing anyone other than the Liquidator to manage the business affairs of Maidstone would defeat the legislative scheme of liquidation set out in Article 74. *See, e.g., Knickerbocker Agency, Inc. v. Holz*, 4 A.D.2d 71, 73 (1<sup>st</sup> Dept. 1957), *aff’d*, 4 N.Y.2d 245 (1958). For the same reasons, the Interference with Liquidator Duties Injunctions should be granted. Failure to grant this relief could result in one or more persons or entities obtaining attachments, liens or levies against Maidstone or its assets, or pursuing legal action (including collections on judgments) against Maidstone, any and all of which would enable them to obtain preferences over others in a manner incompatible with Insurance Law § 7434(a)(1), which prohibits preferences and provides that: (i) claimants are classified into classes of creditors; (ii) each higher class of creditor shall be paid before the next class of creditor; and (iii) all creditors in the same class shall receive the same *pro rata* distribution.

26. In short, the Permanent Injunctions are necessary for the liquidation process and serve as legal protections to ensure that the Liquidator may fulfill the duties of marshaling the property and administering the assets of Maidstone in an orderly and fair manner. *Dinallo, supra* at 97. The Interference with Business Injunctions may be granted “without notice” under Insurance Law §7419(a), and the Interference with Liquidator’s Duties Injunctions may be granted



as the Court “deems necessary” under Insurance Law § 7419(b). Thus, the Permanent Injunctions should be granted because they are necessary to enable the orderly liquidation of Maidstone in accordance with Article 74 of the Insurance Law.

27. In addition to the Permanent Injunctions, the Superintendent seeks an order, under Insurance Law § 7419(b), temporarily staying all litigation matters in which Maidstone’s policyholders or insureds are a party or are obligated to defend a party pursuant to an insurance policy, bond, contract or otherwise, for a period of 180 days from the date an order of liquidation is signed (the “180-Day Stay”).

28. The 180-Day Stay will allow the Liquidator sufficient time to: (i) obtain and review Maidstone’s claims files and the litigation files of matters currently in suit; (ii) assign claims examiners; (iii) review settlement statuses or opportunities, if any; (iv) analyze legal issues; (v) set reserves; and (vi) assign or retain counsel on matters required to be defended under Maidstone policies. Without the 180-Day Stay, there is a real potential for prejudice to Maidstone’s insureds as legal matters could move forward, or judgments be obtained, before the Liquidator has had time to review and address the status of each particular case. Respectfully, the 180-Day Stay is necessary to permit the Liquidator to liquidate Maidstone in an orderly and fair manner.

29. It is further respectfully requested that the Court temporarily enjoin and restrain all persons who have first-party policyholder loss claims, from presenting and filing claims with the Liquidator for a period of 90 days from the date an order of liquidation is signed (the “90-Day Stay”). First party claims, such as claims for property damage, involve a direct relationship with the insured, i.e., the person who or entity that purchased insurance is making a claim for an event that person or entity believes is covered by the insurance policy. The Liquidator will refer eligible first party claims in New York to the P/C Fund or the PMV Fund, each of which will, in turn,

determine coverage on such claims up to the lesser of its limits or the limits of the relevant insurance policy. A period of 90 days is reasonable and adequate to: (i) obtain and review the insurance policies; (ii) collect and review the relevant claims data; (iii) assign claims examiners; (iv) determine if there is insurance coverage; (v) set reserves; (vi) negotiate resolution of all coverage issues; and (vii) assign or retain counsel or a claims adjuster, if necessary.

30. The Permanent Injunctions as well as the 180-Day Stay and 90-Day Stay sought in the foregoing paragraphs have been included in virtually all liquidation orders in respect of property and casualty insurers and insurers of for-hire vehicles for the past 30 years. *See, e.g., In the Matter of the Liquidation of Fiduciary Insurance Company of America*, S.Ct., Queens County, Index #703264/2017, Order of July 12, 2017; *In the Matter of the Liquidation of Eveready Insurance Company*, S.Ct., N.Y. County, Index #160307/2014, Order of December 3, 2014; *In the Matter of the Liquidation of ICM Insurance Company*, S.Ct., N.Y. County, Index #452122/13, Order of December 23, 2013; *In the Matter of the Liquidation of Colonial Cooperative Insurance Company*, S.Ct., N.Y. County, Index #400235/10, Order of September 30, 2010; *In the Matter of the Liquidation of Realm National Insurance Company*, S.Ct., N.Y. County, Index #401876/05, Order of June 15, 2005; *In the Matter of the Liquidation of Midland Insurance Company*, S.Ct., N.Y. County, Index #41294/1986, Order of April 3, 1986. Copies of the liquidation orders in each of these liquidation proceedings are annexed hereto as Exhibit “3.” These injunctions, in short, are standard and necessary for an orderly liquidation.

31. It is further respectfully requested that this Court (i) temporarily enjoin, for a period of 90 days from the date an order of liquidation is signed, all owners and operators of garages where motor vehicles owned or operated by Maidstone’s policyholders or its third-party claimants are being repaired, maintained or stored from selling such vehicles or otherwise satisfying any lien

held by such garage owners or operators in respect of such vehicles (the “90-Day Garage Stay”), and (ii) provide that any fees charged during the 90-day temporary stay by such garage owners or operators to Maidstone, its policyholders or its third-party claimants shall be reasonable in the ordinary course of business and may, in the Liquidator’s discretion, be submitted to this Court for review and approval. The Superintendent respectfully submits that the 90-Day Garage Stay is necessary in order to provide a reasonable amount of time for the Liquidator to process and review damage, repair and storage costs for insured vehicles.

32. In addition to granting the Permanent Injunctions, the 180-Day Stay and the 90-Day Stay, it is important that this Court grant the temporary restraining orders sought in the Order to Show Cause (the “TROs”), which preserve the status quo pending the hearing and determination of this petition on the Return Date (as defined in the Order to Show Cause). The TROs will prevent waste and transfer of assets, will ensure that no one policyholder or creditor rushes and obtains a judgment or a litigation advantage before the petition is heard and determined and, in so doing, ensure that no policyholder or creditor receives a preference by being paid ahead of other policyholders or creditors solely because it obtained a judgment in the time frame between the signing of the Order to Show Cause and the hearing on this petition.

33. It is further respectfully requested that, in accordance with Insurance Law § 7405, the Court vest all rights in Maidstone’s contracts and agreements, however described, in the Liquidator and permit the Liquidator the discretion to reject any executory contracts to which Maidstone is a party, in which case all liability under such contracts or agreements shall cease and be fixed as of the date of rejection.

34. It is further respectfully requested that the Court order that any bank, savings and loan association, other financial institution or any other entity or person, that has on deposit or in

its possession, custody or control any of Maidstone's funds, accounts (including escrow accounts) or assets shall immediately, upon the Liquidator's request and direction: (a) turn over custody and control of such funds, accounts or assets to the Liquidator; (b) transfer title of such funds, accounts or assets to the Liquidator; (c) change the name of such accounts to the name of the Liquidator; (d) transfer funds from such bank, savings and loan association or other financial institution; and (e) take any other action reasonably necessary for the proper conduct of the liquidation proceeding.

35. It is further respectfully requested that the Court order that all persons or entities having property, papers (including attorney work product and documents held by attorneys) and/or information, including, but not limited to, insurance policies, underwriting data, reinsurance policies, claims files (electronic or paper), software programs and/or bank records owned by, belonging to or relating to Maidstone shall preserve such property, papers and/or information and immediately, upon the Liquidator's request and direction, assign, transfer, turn over and deliver such information to the Liquidator.

36. Maidstone entered into an Administrative Services Agreement, effective April 1, 2018, with Standard Diversified Inc., Pillar General Inc. and Interboro Management, Inc. (collectively, the "Service Companies") to provide administrative services to Maidstone. Upon information and belief, Maidstone's significant business operations are currently being handled by the Service Companies. To effectuate the smooth transition of operations to the Liquidator and to minimize costs and disruptions to policyholders, the Superintendent respectfully submits that the order of liquidation signed by this Court should include a directive that all persons and entities, including each of the Service Companies, are required to preserve property, papers and information owned by, belonging to or relating to Maidstone and, upon the Liquidator's request, to immediately turn over such property and information to the Liquidator. The proposed order of liquidation

attached as Exhibit “1” requires all persons and entities, including the Service Companies, to turn over such property upon the request of the Liquidator.

37. It is further respectfully requested that in accordance with Insurance Law § 7405, the Court authorize, permit and allow the Liquidator to sell, assign, or transfer any and all stocks, bonds, or other securities at the best price reasonably obtainable at such times and upon such terms and conditions as, in her discretion, she deems to be in the best interest of the creditors of Maidstone, and further authorize the Liquidator to take such steps and to make and execute such agreements and other papers as may be necessary to effect and carry out such sales, transfers and assignments, without the further approval of the Court.

38. It is further respectfully requested that the Court, for the reasons described in ¶ 14 above, order that all existing insurance policies of Maidstone are cancelled at 12:01 A.M. local time on the earlier of: (i) the expiration date of the policy; or (ii) the date that is 60 days after the order of liquidation is signed.

39. It is further respectfully requested that the Court, for the reasons described in ¶¶ 17–18 above, enter an order establishing the date that is one (1) year after the date on which the order of liquidation is signed as the Bar Date by which all claims, and all supporting evidence to establish the existence of an actual loss for which Maidstone is liable, must be presented to the Liquidator, except for the Liquidator’s claims for administrative expenses and claims for reimbursement submitted by the Security Funds.

40. It is further respectfully requested that the Court require all persons or entities filing claims, and supporting evidence of claims, against Maidstone for the first time to file the same on or before the Bar Date using the electronic portal for the submission of claims located on the website [www.nylbpc.org](http://www.nylbpc.org) (the “Portal”). Previously submitted claims against Maidstone that are

already recorded on Maidstone's books and records on the date of the Liquidation Order need not be re-submitted through the Portal, but must in all respects comply with the Bar Date. Creditors may contact the Liquidator directly to confirm whether a previously submitted claim is recorded on Maidstone's books and records.

41. It is further respectfully requested that the Court, for the reasons described in ¶ 20 above, issue an order authorizing, and granting the discretion to, the Liquidator to refrain from adjudicating some or all claims falling into Classes three through nine (Insurance Law § 7434(a)(1)(iii)–(ix)) unless and until it may be reasonably expected that adjudication of such claims may reasonably lead to a distribution or is otherwise in the best interests of the estate.

42. Finally, it is further respectfully requested that the Court order that the Liquidator of Maidstone, her successors in office, the New York Liquidation Bureau and their agents and employees, be granted immunity from any cause of action of any nature against them, individually or jointly, for any act or omission when acting in good faith, in accordance with the orders of the Court, or in the performance of their duties pursuant to Insurance Law Article 74. The Liquidator would be acting in a "judicial and private" capacity under the supervision of the Court pursuant to Article 74 of the Insurance Law. *See Dinallo, supra* at 103. In addition, the Supreme Court, New York County has held that "a court-appointed receiver [in this case, the Liquidator] acts as an arm of the court and is immune from liability for actions grounded in his or her conduct as receiver." *In the Matter of the Liquidation of U.S. Capital Insurance Company*, 36 Misc.3d 635, 637 (2012).

43. There has been no previous application for the relief requested herein.

WHEREFORE, it is respectfully requested that the petition be granted, that this Court issue an order substantially in the form of the order annexed hereto as Exhibit "1," and that the Court grant the Superintendent such other and further relief as is just and proper.

Dated: New York, New York  
January 7, 2020



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Linda A. Lacewell  
Superintendent of Financial Services  
of the State of New York

[illegible]

Linda A. Lacewell, being duly sworn, deposes and says:

That I am the Superintendent of Financial Services of the State of New York and that I executed the foregoing petition; that I am acquainted with the facts therein stated; that I know the contents of the petition and that the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief; and that as to those matters I believe them to be true.

The sources of information and the grounds of my belief as to the matters stated in said petition to be alleged upon information and belief are the records of the New York State Department of Financial Services and the affidavit of Marc Allen, Assistant Chief, Property Bureau, New York State Department of Financial Services, sworn to on December 11, 2019, in support of the verified petition.

Linda A. Lacewell  
Linda A. Lacewell  
Superintendent of Financial Services  
of the State of New York

Sworn to before me this  
74<sup>th</sup> day of January, 2020

Maureen Lytle M. Somers  
Notary Public

MALINI SINGH McDONALD  
Notary Public, State of New York  
No. 01SI6165495  
Qualified in Queens County  
My Commission Expires May 7, 2023



**EXHIBIT 1**

[Form of Liquidation Order]

At IAS Part \_\_\_\_ of the Supreme Court  
of the State of New York, County of  
Nassau, at the courthouse located at  
\_\_\_\_\_, Mineola, New York,  
on the \_\_\_\_ day of \_\_\_\_\_,  
2020.

P R E S E N T:

HON. \_\_\_\_\_, J.S.C

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

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In the Matter of

Index No. \_\_\_\_\_

the Application of

**ORDER OF LIQUIDATION**

Linda A. Lacewell, Superintendent of Financial  
Services of the State of New York, for an order to take  
possession and liquidate the business and affairs of

MAIDSTONE INSURANCE COMPANY.

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Linda A. Lacewell, Superintendent of Financial Services of the State of New York (“Superintendent”), having moved this Court by order to show cause (“Order to Show Cause”) for an order appointing the Superintendent and her successors in office as liquidator (“Liquidator”) of Maidstone Insurance Company (“Maidstone”) and directing the Liquidator to take possession of the property of Maidstone and to liquidate its business and affairs, and upon reading and filing the petition of the Superintendent, duly verified on January 7, 2020 (the “Petition”), the affidavit of Marc Allen, sworn to on December 11, 2019, and the exhibits and schedules annexed thereto, this Court finds that Maidstone should be placed into liquidation under Article 74 of the New York Insurance Law (“Insurance Law”) because: (i) it consented to the entry of an order of liquidation; and (ii) it is insolvent within the meaning of Insurance Law § 1309(a); and

NOW, on motion of the Honorable Letitia James, Attorney General of the State of New York, it is hereby

ORDERED as follows:

1. The relief requested in the Petition for an order of liquidation ("Order") is granted;
2. The Superintendent and her successors in office are appointed Liquidator of Maidstone;
3. The Liquidator is directed to take possession of Maidstone's property and liquidate Maidstone's business and affairs in accordance with Insurance Law Article 74;
4. The Liquidator is vested with all powers and authority expressed or implied under Insurance Law Article 74, in addition to the powers and authority set forth in this Order and with title to Maidstone's property, contracts, rights of action and all of its books and records, wherever located, as of the date this Order is signed;
5. The Liquidator may deal with the property and business of Maidstone in Maidstone's name or in the name of the Liquidator;
6. All persons are permanently enjoined and restrained, except as authorized by the Liquidator, from transacting Maidstone's business (including the issuance of insurance policies) or from the waste or disposition of Maidstone's property;
7. All parties are permanently enjoined and restrained from interfering with the Liquidator or this proceeding, obtaining any preferences, judgments, attachments or other liens, making any levy against Maidstone, its assets or any part thereof, and commencing or prosecuting any actions or proceedings against Maidstone, the Superintendent as Liquidator of Maidstone, or the New York Liquidation Bureau, or their present or former employees, attorneys or agents, relating to this proceeding or the discharge of their duties under Insurance Law Articles 74 and 76 in relation thereto;
8. All parties to actions, lawsuits, and special or other proceedings in which Maidstone's policyholders or insureds are a party or are obligated to defend a party pursuant to an insurance policy, bond, contract or otherwise, are enjoined and restrained from proceeding with any discovery, court proceedings or other litigation tasks or procedures, including, but not limited to, conferences, trials, applications for judgment or proceedings on settlement or judgment, for a period of 180 days from the date this Order is signed;
9. All persons who have first party policyholder loss claims are enjoined and restrained from presenting and filing claims with the Liquidator for a period of 90 days from the date this Order is signed;

10. (i) All owners and operators of garages where motor vehicles owned or operated by Maidstone's policyholders or its third-party claimants are being repaired, maintained or stored are enjoined and restrained, for a period of 90 days from the date this Order is signed, from selling such vehicles or otherwise satisfying any lien held by such garage owners or operators in respect of such vehicles; and (ii) any fees charged by such garage owners or operators to Maidstone, its policyholders or its third-party claimants during this 90-day period shall be reasonable in the ordinary course of business and may, at the Liquidator's discretion, be submitted to this Court for review and approval;
11. The Liquidator is vested with all rights in Maidstone's contracts and agreements, however described, and is permitted, in her discretion, to reject any executory contracts to which Maidstone is a party, in which case all liability under such contracts or agreements shall cease and be fixed as of the date of rejection;
12. Any bank, savings and loan association, other financial institution or any other entity or person, that has on deposit or in its possession, custody or control any of Maidstone's funds, accounts (including escrow accounts) or assets shall immediately, upon the Liquidator's request and direction: (a) turn over custody and control of such funds, accounts or assets to the Liquidator; (b) transfer title of such funds, accounts or assets to the Liquidator; (c) change the name of such accounts to the name of the Liquidator; (d) transfer funds from such bank, savings and loan association or other financial institution; and (e) take any other action reasonably necessary for the proper conduct of the liquidation proceeding;
13. All persons or entities (including, without limitation, Standard Diversified Inc., Pillar General Inc. and Interboro Management, Inc.) having property, papers (including attorney work product and documents held by attorneys) and/or information, including, but not limited to, insurance policies, underwriting data, reinsurance policies, claims files (electronic or paper), software programs and/or bank records owned by, belonging to or relating to Maidstone shall preserve such property and/or information and immediately, upon the Liquidator's request and direction, assign, transfer, turn over and deliver such property and/or information to the Liquidator;
14. The Liquidator is authorized, permitted, and allowed to sell, assign or transfer any and all stocks, bonds, or other securities at the best price reasonably obtainable at such times and upon such terms and conditions as, in her discretion, she deems to be in the best interest of the creditors of Maidstone, and is further authorized to take such steps and to make and execute such agreements and other papers as may be necessary to effect and carry out such sales, transfers and assignments, without the further approval of this Court;

15. All existing insurance policies of Maidstone are cancelled at 12:01 a.m. local time on the earlier of: (i) the expiration date of the policy; or (ii) the date that is 60 days after this Order is signed;
16. All claims, with all supporting evidence to establish the existence of an actual loss for which Maidstone is liable, must be presented to the Liquidator by the date that is one (1) year after the date this Order is signed (the “Bar Date”), except that the Bar Date shall not apply to the Liquidator’s claims for administrative expenses or to claims for reimbursement submitted by the New York Property/Casualty Insurance Security Fund, the New York Public Motor Vehicle Liability Security Fund or a guaranty fund in another state that covers claims against Maidstone policyholders;
17. All persons or entities filing claims, and supporting evidence of claims, against Maidstone for the first time shall file the same on or before the Bar Date using the electronic portal for the submission of claims located on the website [www.nyfbpoc.org](http://www.nyfbpoc.org);
18. The Liquidator is authorized, in her discretion, to refrain from adjudicating some or all claims falling into Classes three through nine (N.Y. Ins. Law § 7434(a)(1)(iii)–(ix)) unless and until she reasonably believes that adjudication of such claims may reasonably lead to a distribution or is otherwise in the best interests of the estate;
19. Immunity is extended to the Superintendent in her capacity as Liquidator of Maidstone, her successors in office, the New York Liquidation Bureau, and their agents and employees, for any cause of action of any nature against them, individually or jointly, for any act or omission when acting in good faith, in accordance with the orders of this Court, or in the performance of their duties pursuant to Insurance Law Article 74;
20. Any distribution of assets shall be in accordance with the priorities set forth in Insurance Law Article 74;
21. The Liquidator may at any time make further application to this Court for such further and different relief as she sees fit;
22. The Liquidator shall serve a copy of this Order upon Maidstone Insurance Company, Attention: Chantal Lecorps, Chief Financial Officer and Secretary, 155 Mineola Boulevard, Mineola, New York 10016, by overnight delivery;
23. The Liquidator shall provide notice of this Order to all creditors, claimants and interested persons by: (i) publication of notice of this Order, in a form substantially similar to the one attached hereto as Annex A, in *USA Today* within 30 days after this Order; and (ii) posting this Order on the Internet web page maintained by the

New York Liquidation Bureau at <http://www.nylb.org> within 15 days after this Order is signed;

24. This Court shall retain jurisdiction over this matter for all purposes;
25. The caption for this proceeding is hereby amended as follows:

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

-----X

In the Matter of

the Liquidation of

MAIDSTONE INSURANCE COMPANY.

-----X

26. All further papers in this proceeding shall bear the above amended caption.

E N T E R

\_\_\_\_\_  
J.S.C.

**ANNEX A**

[Form of Notice of Liquidation Order]

NEW YORK LIQUIDATION BUREAU  
180 MAIDEN LANE  
NEW YORK, NEW YORK 10038  
(212) 341-6400

To all persons or entities interested in the affairs of  
MAIDSTONE INSURANCE COMPANY

Notice is Hereby Given:

Linda A. Lacewell, Superintendent of Financial Services of the State of New York ("Superintendent"), has been appointed by an order (the "Order") of the Supreme Court of the State of New York, County of Nassau ("Court"), signed on \_\_\_\_\_, 2020, as the liquidator (the "Liquidator") of Maidstone Insurance Company ("Maidstone") and, as such, has been: (i) directed to take possession of Maidstone's property and liquidate Maidstone's business and affairs in accordance with New York Insurance Law ("Insurance Law") Article 74; and (ii) vested with all powers and authority expressed or implied under Insurance Law Article 74, in addition to the powers and authority set forth in the Order and with title to Maidstone's property, contracts, rights of action and all of its books and records, wherever located, as of the date the Order is signed. The Liquidator has, pursuant to Insurance Law Article 74, appointed David Axinn, Special Deputy Superintendent (the "Special Deputy"), as her agent to carry out her duties as Liquidator. The Special Deputy carries out his duties through the New York Liquidation Bureau ("Bureau"), 180 Maiden Lane, New York, New York 10038. The Order provides that:

- I. The Liquidator is permitted to deal with the property and business of Maidstone in Maidstone's name or in the name of the Liquidator;
- II. All persons are permanently enjoined and restrained, except as authorized by the Liquidator, from transacting Maidstone's business (including the issuance of insurance policies) or from the waste or disposition of Maidstone's property;
- III. All parties are permanently enjoined and restrained from interfering with the Liquidator or the proceeding, obtaining any preferences, judgments, attachments or other liens, making any levy against Maidstone, its assets or any part thereof, and commencing or prosecuting any actions or proceedings against Maidstone, the Superintendent as Liquidator of Maidstone, or the New York Liquidation Bureau, or their present or former employees, attorneys or agents, relating to the proceeding or the discharge of their duties under Insurance Law Articles 74 and 76 in relation thereto;
- IV. All parties to actions, lawsuits, and special or other proceedings in which Maidstone's policyholders or insureds are a party or are obligated to defend a party pursuant to an insurance policy, bond, contract or otherwise, are enjoined and restrained from proceeding with any discovery, court proceedings or other litigation tasks or procedures, including, but not limited to, conferences, trials, applications for judgment or proceedings on settlement or judgment, for a period of 180 days from the date the Order is signed;
- V. All persons who have first party policyholder loss claims are enjoined and restrained from presenting and filing claims with the Liquidator for a period of 90 days from the date the Order is signed;
- VI. (i) All owners and operators of garages where motor vehicles owned or operated by Maidstone's policyholders or its third-party claimants are being repaired, maintained or stored are enjoined and



restrained, for a period of 90 days from the date the Order is signed, from selling such vehicles or otherwise satisfying any lien held by such garage owners or operators in respect of such vehicles; and (ii) any fees charged by such garage owners or operators to Maidstone, its policyholders or its third-party claimants during this 90-day period shall be reasonable in the ordinary course of business and may, at the Liquidator's discretion, be submitted to the Court for review and approval;

- VII. The Liquidator is vested with all rights in Maidstone's contracts and agreements, however described and permitting the Liquidator to, in her discretion, reject any executory contracts to which Maidstone is a party, in which case all liability under such contracts or agreements shall cease and be fixed as of the date of rejection;
- VIII. Any bank, savings and loan association, other financial institution or any other entity or person, that has on deposit or in its possession, custody or control any of Maidstone's funds, accounts (including escrow accounts) or assets shall immediately, upon the Liquidator's request and direction: (a) turn over custody and control of such funds, accounts or assets to the Liquidator; (b) transfer title of such funds, accounts or assets to the Liquidator; (c) change the name of such accounts to the name of the Liquidator; (d) transfer funds from such bank, savings and loan association or other financial institution; and (e) take any other action reasonably necessary for the proper conduct of the liquidation proceeding;
- IX. All persons or entities (including, without limitation, Standard Diversified Inc., Pillar General Inc. and Interboro Management, Inc.) having property, papers (including attorney work product and documents held by attorneys) and/or information, including, but not limited to, insurance policies, underwriting data, reinsurance policies, claims files (electronic or paper), software programs and/or bank records owned by, belonging to or relating to Maidstone shall preserve such property and/or information and immediately, upon the Liquidator's request and direction, assign, transfer, turn over and deliver such property and/or information to the Liquidator;
- X. The Liquidator is authorized, permitted and allowed to sell, assign or transfer any and all stocks, bonds, or other securities at the best price reasonably obtainable at such times and upon such terms and conditions as, in her discretion, she deems to be in the best interest of the creditors of Maidstone, and is further authorized to take such steps and to make and execute such agreements and other papers as may be necessary to effect and carry out such sales, transfers and assignments, without the further approval of the Court;
- XI. All existing insurance policies of Maidstone are cancelled at 12:01 a.m. local time on the earlier of: (i) the expiration date of the policy; or (ii) the date that is 60 days after the Order is signed;
- XII. All claims, with all supporting evidence to establish the existence of an actual loss for which Maidstone is liable, must be presented to the Liquidator by the date that is one (1) year after the date the Order is signed (the "Bar Date"), except that the Bar Date shall not apply to the Liquidator's claims for administrative expenses or to claims for reimbursement submitted by the New York Property/Casualty Insurance Security Fund, the New York Public Motor Vehicle Liability Security Fund or a guaranty fund in another state that covers claims against Maidstone policyholders;
- XIII. All persons or entities filing claims, and supporting evidence of claims, against Maidstone for the first time shall file the same on or before the Bar Date using the electronic portal for the submission of claims located on the website [www.nylibpoc.org](http://www.nylibpoc.org);
- XIV. The Liquidator is authorized, in her discretion, to refrain from adjudicating some or all claims falling into Classes three through nine (N.Y. Ins. Law Sec. 7434(a)(1)(iii)-(ix)) unless and until

she reasonably believes that adjudication of such claims may reasonably lead to a distribution or is otherwise in the best interests of the estate;

- XV. Immunity is extended to the Superintendent in her capacity as Liquidator of Maidstone, her successors in office, the New York Liquidation Bureau, and their agents and employees, for any cause of action of any nature against them, individually or jointly, for any act or omission when acting in good faith, in accordance with the orders of the Court, or in the performance of their duties pursuant to Insurance Law Article 74;
- XVI. Maidstone is insolvent within the meaning of Insurance Law § 1309(a);
- XVII. Any distribution of assets shall be in accordance with the priorities set forth in Insurance Law Article 74;
- XVIII. The Liquidator may at any time make further application to the Court for such further and different relief as she sees fit;
- XIX. The Court shall retain jurisdiction over this matter for all purposes; and
- XX. All communications relating to Maidstone and to the liquidation proceeding thereof should be addressed to:

New York Liquidation Bureau  
180 Maiden Lane, 15<sup>th</sup> Floor  
Attention: Special Deputy Superintendent  
New York, New York 10038  
(212) 341-6400

LINDA A. LACEWELL  
Superintendent of Financial Services of  
the State of New York as Liquidator  
of Maidstone Insurance Company and as  
Administrator of the Security Funds

DAVID AXINN  
Special Deputy Superintendent  
and Agent for the Superintendent as  
Liquidator and as Administrator

**EXHIBIT 2**

[Affidavit of Marc Allen]

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU-----X  
In the Matter of

Index No.

the Application of

AFFIDAVIT

Linda A. Lacewell, Superintendent of Financial  
Services of the State of New York, for an order to take  
possession and liquidate the business and affairs of

MAIDSTONE INSURANCE COMPANY.  
-----X

STATE OF NEW YORK    )  
                                  ) SS:  
COUNTY OF NEW YORK )

Marc Allen, being duly sworn, deposes and says:

1. I am employed as an Assistant Chief in the Property Bureau of the New York State Department of Financial Services ("DFS") and submit this affidavit, upon information and belief based upon my review of the files maintained by DFS, in support of the petition of Linda A. Lacewell, Superintendent of Financial Services of the State of New York ("Superintendent"), for an order commencing a liquidation proceeding for Maidstone Insurance Company ("Maidstone") and appointing the Superintendent and her successors in office as liquidator of Maidstone as authorized by Article 74 of the New York Insurance Law ("Insurance Law").

2. Maidstone is a property and casualty insurance company organized under the laws of the State of New York, and its principal office is located at 155 Mineola Boulevard, Mineola, New York 11501. Maidstone was incorporated in the State of New York on May 11, 1988 as General Assurance Company ("GAC"), which obtained a license to conduct the business of insurance in the State of New York on July 19, 1988 and commenced business on October 1, 1988.

GAC changed its name to AutoOne Insurance Company (“AIC”) effective January 9, 2004, and AIC changed its name to Maidstone effective December 14, 2015.

3. Maidstone is a wholly-owned subsidiary of Interboro Holdings, Inc. (“Interboro”). Effective January 2, 2018, Standard Diversified Inc., through its wholly-owned subsidiary Pillar General Inc., became the owner of 100% of Interboro’s outstanding shares.

4. Maidstone is licensed to conduct the business of insurance in the State of New York in accordance with §§ (3) through (17), (19) through (21), and (26) of Insurance Law § 1113(a).

5. Maidstone is licensed to conduct the business of insurance in 23 other states in addition to New York. Maidstone’s license to conduct the business of insurance in the State of Washington was suspended in March 2017 for failure to meet that state’s minimum surplus and minimum capital requirements.

6. As of September 30, 2019, Maidstone had 7,773 insurance policies (7,286 for automobile insurance and 487 for homeowners’ insurance) still in-force. These policies expire on various dates up to October 31, 2020.

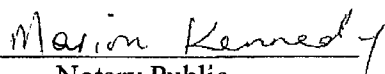
7. Under Insurance Law § 4103(a)(1), Maidstone is required to maintain a minimum surplus to policyholders of \$3,150,000. Maidstone’s quarterly statement for the period ended September 30, 2019 (“Statement”) reports liabilities of \$36,866,296 and admitted assets of \$36,307,475 resulting in a negative surplus to policyholders in the amount of \$558,821. A copy of the Statement is annexed as Exhibit “A”.

8. By a written resolution dated August 7, 2019, Maidstone’s directors unanimously consented to the entry of an order of liquidation pursuant to Insurance Law Article 74 (the “Board Resolution”). A copy of the Board Resolution is annexed as Exhibit “B”.



Marc Allen

Sworn to before me this ~~the~~  
11th day of December, 2019



Notary Public

MARION KENNEDY  
Notary Public, State of New York  
No. 01KE6137029  
Qualified in Kings County  
Commission Expires Nov. 14, 2021

**EXHIBIT A**

[Financial statement for the quarter ended September 30, 2019]



PROPERTY AND CASUALTY COMPANIES—ASSOCIATION EDITION

# QUARTERLY STATEMENT

AS OF SEPTEMBER 30, 2019  
OF THE CONDITION AND AFFAIRS OF THE

## Maidstone Insurance Company

NAIC Group Code	00000	00000	NAIC Company Code	34460	Employer's ID Number	52-1568831
	(Current Period)	(Prior Period)				
Organized under the Laws of	New York		State of Domicile or Port of Entry	New York		
Country of Domicile	United States					
Incorporated/Organized	05/11/1988		Commenced Business	10/01/1988		
Statutory Home Office	155 Mineola Boulevard		Mineola, NY, US 11501			
	(Street and Number)		(City or Town, State, Country and Zip Code)			
Main Administrative Office	155 Mineola Boulevard		Mineola, NY, US 11501		516-248-1100	
	(Street and Number)		(City or Town, State, Country and Zip Code)		(Area Code) (Telephone Number)	
Mail Address	155 Mineola Boulevard		Mineola, NY, US 11501			
	(Street and Number or P.O. Box)		(City or Town, State, Country and Zip Code)			
Primary Location of Books and Records	155 Mineola Boulevard		Mineola, NY, US 11501		516-248-1100	
	(Street and Number)		(City or Town, State, Country and Zip Code)		(Area Code) (Telephone Number)	
Internet Web Site Address	www.Maidstone.com					
Statutory Statement Contact	Chantal Lecorps		516-248-1100-664			
	(Name)		(Area Code) (Telephone Number) (Extension)			
	clecorps@maidstone.com		516-248-5133			
	(E-Mail Address)		(Fax Number)			

### OFFICERS

Name	Title	Name	Title
CHANTAL LECORPS	Chief Financial Officer, Secretary	LINDA JOHNSON	Senior Vice President, COO

### OTHER OFFICERS

--	--	--	--

### DIRECTORS OR TRUSTEES

GREGORY BAXTER	PAUL CHO	LINDA JOHNSON	SOOHYUNG KIM
STEPHEN USHER			

State of New York

County of Nassau ss

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively. Furthermore, the scope of this attestation by the described officers also includes the related corresponding electronic filing with the NAIC, when required, that is an exact copy (except for formatting differences due to electronic filing) of the enclosed statement. The electronic filing may be requested by various regulators in lieu of or in addition to the enclosed statement.

CHANTAL LECORPS  
Chief Financial Officer, Secretary

LINDA JOHNSON  
Senior Vice President, COO

a. Is this an original filing? Yes [X] No [ ]

b. If no:

1. State the amendment number
2. Date filed
3. Number of pages attached

Subscribed and sworn to before me this  
day of



## STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maidstone Insurance Company

## ASSETS

	Current Statement Date			4 December 31 Prior Year Net Admitted Assets
	1 Assets	2 Nonadmitted Assets	3 Net Admitted Assets (Cols. 1 - 2)	
1. Bonds	26,496,874		26,496,874	32,874,694
2. Stocks:				
2.1 Preferred stocks	828,622		828,622	466,363
2.2 Common stocks	287,000		287,000	226,880
3. Mortgage loans on real estate:				
3.1 First liens			0	0
3.2 Other than first liens			0	0
4. Real estate:				
4.1 Properties occupied by the company (less \$ _____ encumbrances)			0	0
4.2 Properties held for the production of income (less \$ _____ encumbrances)			0	0
4.3 Properties held for sale (less \$ _____ encumbrances)			0	0
5. Cash (\$ _____, 2,485,905 ), cash equivalents (\$ _____, 606,854 ) and short-term investments (\$ _____, 0 )	3,092,759		3,092,759	5,580,218
6. Contract loans (including \$ _____ premium notes)			0	0
7. Derivatives	0		0	0
8. Other invested assets	826,149		826,149	799,084
9. Receivables for securities			0	0
10. Securities lending reinvested collateral assets			0	0
11. Aggregate write-ins for invested assets	0	0	0	0
12. Subtotals, cash and invested assets (Lines 1 to 11)	31,531,404	0	31,531,404	39,947,160
13. Title plants less \$ _____ charged off (for Title insurers only)			0	0
14. Investment income due and accrued	151,425		151,425	257,774
15. Premiums and considerations:				
15.1 Uncollected premiums and agents' balances in the course of collection	3,633,683	67,558	3,566,125	5,857,803
15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ _____ earned but unbilled premiums)			0	0
15.3 Accrued retrospective premiums (\$ _____) and contracts subject to redetermination (\$ _____)			0	0
16. Reinsurance:				
16.1 Amounts recoverable from reinsurers			0	0
16.2 Funds held by or deposited with reinsured companies	25,000		25,000	25,000
16.3 Other amounts receivable under reinsurance contracts			0	0
17. Amounts receivable relating to uninsured plans			0	0
18.1 Current federal and foreign income tax recoverable and interest thereon			0	0
18.2 Net deferred tax asset	4,160,989	4,160,989	0	0
19. Guaranty funds receivable or on deposit			0	0
20. Electronic data processing equipment and software	232,622	232,622	0	0
21. Furniture and equipment, including health care delivery assets (\$ _____)			0	0
22. Net adjustment in assets and liabilities due to foreign exchange rates			0	0
23. Receivables from parent, subsidiaries and affiliates	954,795		954,795	968,826
24. Health care (\$ _____) and other amounts receivable			0	0
25. Aggregate write-ins for other-than-invested assets	648,688	569,963	78,726	420,031
26. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	41,338,606	5,031,131	36,307,475	47,476,595
27. From Separate Accounts, Segregated Accounts and Protected Cell Accounts			0	0
28. Total (Lines 26 and 27)	41,338,606	5,031,131	36,307,475	47,476,595
DETAILS OF WRITE-INS				
1101. _____			0	0
1102. _____				
1103. _____				
1198. Summary of remaining write-ins for Line 11 from overflow page	0	0	0	0
1199. Totals (Lines 1101 through 1103 plus 1198) (Line 11 above)	0	0	0	0
2501. Other assets	424,688	345,963	78,726	45,930
2502. Lease Security Deposits	224,000	224,000	0	0
2503. Takeout Fees Receivable			0	374,101
2598. Summary of remaining write-ins for Line 25 from overflow page	0	0	0	0
2599. Totals (Lines 2501 through 2503 plus 2598) (Line 25 above)	648,688	569,963	78,726	420,031

## STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maidstone Insurance Company

## LIABILITIES, SURPLUS AND OTHER FUNDS

	1 Current Statement Date	2 December 31, Prior Year
1. Losses (current accident year \$ _____) _____	22,070,324	22,602,995
2. Reinsurance payable on paid losses and loss adjustment expenses _____		0
3. Loss adjustment expenses _____	4,361,278	4,727,580
4. Commissions payable, contingent commissions and other similar charges _____	461,988	526,248
5. Other expenses (excluding taxes, licenses and fees) _____	797,213	1,242,105
6. Taxes, licenses and fees (excluding federal and foreign income taxes) _____	16,211	0
7.1 Current federal and foreign income taxes (including \$ _____ on realized capital gains (losses)) _____		0
7.2 Net deferred tax liability _____		0
8. Borrowed money \$ _____ and interest thereon \$ _____		0
9. Unearned premiums (after deducting unearned premiums for ceded reinsurance of \$ _____, 12,928 and including warranty reserves of \$ _____ and accrued accident and health experience rating refunds including \$ _____ for medical loss ratio rebate per the Public Health Service Act) _____	8,370,124	12,693,585
10. Advance premium _____	325,640	499,885
11. Dividends declared and unpaid:		
11.1 Stockholders _____		0
11.2 Policyholders _____		0
12. Ceded reinsurance premiums payable (net of ceding commissions) _____	10,401	1,986
13. Funds held by company under reinsurance treaties _____		0
14. Amounts withheld or retained by company for account of others _____	6,016	15,190
15. Remittances and items not allocated _____		0
16. Provision for reinsurance (including \$ _____ certified) _____		0
17. Net adjustments in assets and liabilities due to foreign exchange rates _____		0
18. Drafts outstanding _____		0
19. Payable to parent, subsidiaries and affiliates _____		0
20. Derivatives _____	0	0
21. Payable for securities _____		0
22. Payable for securities lending _____		0
23. Liability for amounts held under uninsured plans _____		0
24. Capital notes \$ _____ and interest thereon \$ _____		0
25. Aggregate write-ins for liabilities _____	447,100	398,398
26. Total liabilities excluding protected cell liabilities (Lines 1 through 25) _____	36,866,296	42,707,971
27. Protected cell liabilities _____		0
28. Total liabilities (Lines 26 and 27) _____	36,866,296	42,707,971
29. Aggregate write-ins for special surplus funds _____	0	0
30. Common capital stock _____	3,015,920	3,015,920
31. Preferred capital stock _____		0
32. Aggregate write-ins for other than special surplus funds _____	0	0
33. Surplus notes _____		0
34. Gross paid in and contributed surplus _____	29,200,202	29,200,202
35. Unassigned funds (surplus) _____	(32,774,943)	(27,447,498)
36. Less treasury stock, at cost:		
36.1 _____ shares common (value included in Line 30 \$ _____) _____		0
36.2 _____ shares preferred (value included in Line 31 \$ _____) _____		0
37. Surplus as regards policyholders (Lines 29 to 35, less 36) _____	(558,821)	4,768,624
38. Totals (Page 2, Line 28, Col. 3) _____	36,307,475	47,476,595
DETAILS OF WRITE-INS		
2501. Other Liabilities _____	75,317	318,105
2502. Unclaimed Property _____	371,783	80,293
2503. _____		
2598. Summary of remaining write-ins for Line 25 from overflow page _____	0	0
2599. Totals (Lines 2501 through 2503 plus 2598) (Line 25 above) _____	447,100	398,398
2901. _____		
2902. _____		
2903. _____		
2998. Summary of remaining write-ins for Line 29 from overflow page _____	0	0
2999. Totals (Lines 2901 through 2903 plus 2998) (Line 29 above) _____	0	0
3201. _____		
3202. _____		
3203. _____		
3298. Summary of remaining write-ins for Line 32 from overflow page _____	0	0
3299. Totals (Lines 3201 through 3203 plus 3298) (Line 32 above) _____	0	0

## STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maidstone Insurance Company

## STATEMENT OF INCOME

	1 Current Year to Date	2 Prior Year to Date	3 Prior Year Ended December 31
<b>UNDERWRITING INCOME</b>			
1. Premiums earned:			
1.1 Direct (written \$ 16,193,226 )	20,516,812	21,618,097	28,764,895
1.2 Assumed (written \$ )		0	0
1.3 Ceded (written \$ 154,517 )	154,642	79,596	117,348
1.4 Net (written \$ 16,038,709 )	20,362,170	21,538,501	28,647,547
2. DEDUCTIONS:			
2. Losses incurred (current accident year \$ ):			
2.1 Direct	16,227,997	15,462,464	22,214,158
2.2 Assumed	551	18,578	20,266
2.3 Ceded		0	0
2.4 Net	16,228,549	15,481,041	22,234,424
3. Loss adjustment expenses incurred	4,277,230	4,599,620	6,519,722
4. Other underwriting expenses incurred	6,620,561	8,369,476	11,264,324
5. Aggregate write-ins for underwriting deductions	0	0	0
6. Total underwriting deductions (Lines 2 through 5)	27,126,339	28,450,137	40,018,471
7. Net income of protected cells		0	0
8. Net underwriting gain (loss) (Line 1 minus Line 6 + Line 7)	(6,764,170)	(6,911,636)	(11,370,923)
<b>INVESTMENT INCOME</b>			
9. Net investment income earned	688,117	541,744	837,830
10. Net realized capital gains (losses) less capital gains tax of \$ 33,725	180,079	(5,654)	(5,017)
11. Net investment gain (loss) (Lines 9 + 10)	868,196	536,090	832,814
<b>OTHER INCOME</b>			
12. Net gain or (loss) from agents' or premium balances charged off (amount recovered \$ amount charged off \$ 98,797 )	(98,797)	(62,690)	(100,012)
13. Finance and service charges not included in premiums	389,142	508,329	648,026
14. Aggregate write-ins for miscellaneous income	49,759	47,794	432,907
15. Total other income (Lines 12 through 14)	340,105	493,432	980,921
16. Net income before dividends to policyholders, after capital gains tax and before all other federal and foreign income taxes (Lines 8 + 11 + 15)	(5,555,869)	(5,882,114)	(9,557,189)
17. Dividends to policyholders		0	0
18. Net income, after dividends to policyholders, after capital gains tax and before all other federal and foreign income taxes (Line 16 minus Line 17)	(5,555,869)	(5,882,114)	(9,557,189)
19. Federal and foreign income taxes incurred	(33,725)	1,503	1,334
20. Net income (Line 18 minus Line 19)(to Line 22)	(5,522,144)	(5,883,617)	(9,558,523)
<b>CAPITAL AND SURPLUS ACCOUNT</b>			
21. Surplus as regards policyholders, December 31 prior year	4,768,624	14,558,678	14,558,678
22. Net income (from Line 20)	(5,522,144)	(5,883,617)	(9,558,523)
23. Net transfers (to) from Protected Cell accounts		0	0
24. Change in net unrealized capital gains or (losses) less capital gains tax of \$	109,996	51,473	(101,457)
25. Change in net unrealized foreign exchange capital gain (loss)		0	0
26. Change in net deferred income tax	(825,603)	1,140,441	1,942,407
27. Change in nonadmitted assets	910,308	(1,297,813)	(2,072,481)
28. Change in provision for reinsurance		0	0
29. Change in surplus notes		0	0
30. Surplus (contributed to) withdrawn from protected cells		0	0
31. Cumulative effect of changes in accounting principles		0	0
32. Capital changes:			
32.1 Paid in		0	0
32.2 Transferred from surplus (Stock Dividend)		0	0
32.3 Transferred to surplus		0	0
33. Surplus adjustments:			
33.1 Paid in		0	0
33.2 Transferred to capital (Stock Dividend)		0	0
33.3 Transferred from capital		0	0
34. Net remittances from or (to) Home Office		0	0
35. Dividends to stockholders		0	0
36. Change in treasury stock		0	0
37. Aggregate write-ins for gains and losses in surplus	0	0	0
38. Change in surplus as regards policyholders (Lines 22 through 37)	(5,327,444)	(5,989,515)	(9,790,054)
39. Surplus as regards policyholders, as of statement date (Lines 21 plus 38)	(558,821)	8,569,163	4,768,624
<b>DETAILS OF WRITE-INS</b>			
0501.			
0502.			
0503.			
0598. Summary of remaining write-ins for Line 5 from overflow page	0	0	0
0599. TOTALS (Lines 0501 through 0503 plus 0598) (Line 5 above)	0	0	0
1401. Miscellaneous income	49,759	47,794	58,807
1402. Excess Credit Income		0	374,100
1403.			
1498. Summary of remaining write-ins for Line 14 from overflow page	0	0	0
1499. TOTALS (Lines 1401 through 1403 plus 1498) (Line 14 above)	49,759	47,794	432,907
3701. Adjustments to surplus related to the filing of audited statutory statement		0	0
3702.			
3703.			
3798. Summary of remaining write-ins for Line 37 from overflow page	0	0	0
3799. TOTALS (Lines 3701 through 3703 plus 3798) (Line 37 above)	0	0	0

## STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maidstone Insurance Company

## CASH FLOW

	1 Current Year To Date	2 Prior Year To Date	3 Prior Year Ended December 31
<b>Cash from Operations</b>			
1. Premiums collected net of reinsurance	18,176,427	21,981,087	29,006,060
2. Net investment income	905,527	668,631	974,538
3. Miscellaneous income	340,105	493,432	980,921
4. Total (Lines 1 to 3)	19,422,059	23,143,150	30,961,519
5. Benefit and loss related payments	16,761,220	17,286,258	21,908,216
6. Net transfers to Separate Accounts, Segregated Accounts and Protected Cell Accounts	0	0	0
7. Commissions, expenses paid and aggregate write-ins for deductions	11,757,033	13,652,441	17,355,093
8. Dividends paid to policyholders	0	0	0
9. Federal and foreign income taxes paid (recovered) net of \$ tax on capital gains (losses)	0	0	0
10. Total (Lines 5 through 9)	28,518,253	30,938,699	39,263,309
11. Net cash from operations (Line 4 minus Line 10)	(9,096,194)	(7,795,549)	(8,301,790)
<b>Cash from Investments</b>			
12. Proceeds from investments sold, matured or repaid:			
12.1 Bonds	15,907,751	3,338,873	6,746,242
12.2 Stocks	0	0	0
12.3 Mortgage loans	0	0	0
12.4 Real estate	0	0	0
12.5 Other invested assets	0	0	22,500
12.6 Net gains or (losses) on cash, cash equivalents and short-term investments	0	(105)	(8)
12.7 Miscellaneous proceeds	0	0	0
12.8 Total investment proceeds (Lines 12.1 to 12.7)	15,907,751	3,338,767	6,768,733
13. Cost of investments acquired (long-term only):			
13.1 Bonds	9,434,798	12,510,094	13,909,534
13.2 Stocks	305,816	752,572	793,657
13.3 Mortgage loans	0	0	0
13.4 Real estate	0	0	0
13.5 Other invested assets	27,065	747,811	821,584
13.6 Miscellaneous applications	0	110,000	0
13.7 Total investments acquired (Lines 13.1 to 13.6)	9,767,679	14,120,477	15,524,776
14. Net increase (or decrease) in contract loans and premium notes	0	0	0
15. Net cash from investments (Line 12.8 minus Line 13.7 and Line 14)	6,140,072	(10,781,710)	(8,756,042)
<b>Cash from Financing and Miscellaneous Sources</b>			
16. Cash provided (applied):			
16.1 Surplus notes, capital notes	0	0	0
16.2 Capital and paid in surplus, less treasury stock	0	0	0
16.3 Borrowed funds	0	0	0
16.4 Net deposits on deposit-type contracts and other insurance liabilities	0	0	0
16.5 Dividends to stockholders	0	0	0
16.6 Other cash provided (applied)	468,662	10,296,157	9,900,266
17. Net cash from financing and miscellaneous sources (Line 16.1 through Line 16.4 minus Line 16.5 plus Line 16.6)	468,662	10,296,157	9,900,266
<b>RECONCILIATION OF CASH, CASH EQUIVALENTS AND SHORT-TERM INVESTMENTS</b>			
18. Net change in cash, cash equivalents and short-term investments (Line 11, plus Lines 15 and 17)	(2,487,461)	(8,281,102)	(7,157,566)
19. Cash, cash equivalents and short-term investments:			
19.1 Beginning of year	5,580,219	12,737,785	12,737,785
19.2 End of period (Line 18 plus Line 19.1)	3,092,759	4,456,683	5,580,219

## STATEMENT AS OF September 30, 2019 OF THE MAIDSTONE INSURANCE COMPANY

## NOTES TO THE FINANCIAL STATEMENTS

## 1. Summary of Significant Accounting Policies and Going Concern

## A. Accounting Practices, Impact of NAIC/State Differences

The accompanying financial statements of the Maidstone Insurance Company [the Company] have been prepared in conformity with the statutory accounting practices set forth in the National Association of Insurance Commissioners' [NAIC] Accounting Practices and Procedures Manual [NAIC SAP].

There were no differences between the Company's financial statements prepared according to NAIC SAP and the statutory accounting practices prescribed by the State of New York which would require disclosure in the Notes to Financial Statements.

A reconciliation of the Company's net income and capital and surplus between NAIC SAP and practices prescribed and permitted by New York is shown below:

		SSAP #	F/S Page	F/S Line #	September 30, 2019	December 31, 2018
<u>Net Income</u>						
(1)	Maidstone Insurance state basis (page 4, line 20, Columns 1 & 3)	XXX	XXX	XXX	\$ (5,522,144)	\$ (9,558,523)
(2)	State Prescribed Practices that are an increase/ (decrease) NAIC SAP:	.....	.....	.....	\$ -	\$ -
(3)	State Prescribed Practices that are an increase/ (decrease) NAIC SAP:	.....	.....	.....	\$ -	\$ -
(4)	NAIC SAP (1-2-3=4)	XXX	XXX	XXX	<u>\$ (5,522,144)</u>	<u>\$ (9,558,523)</u>
<u>Surplus</u>						
(5)	Maidstone Insurance state basis (page 3, line 37, Columns 1 & 2)	XXX	XXX	XXX	\$ (558,821)	\$ 4,768,624
(6)	State Prescribed Practices that are an increase/ (decrease) NAIC SAP:	.....	.....	.....	\$ -	\$ -
(7)	State Prescribed Practices that are an increase/ (decrease) NAIC SAP:	.....	.....	.....	\$ -	\$ -
(8)	NAIC SAP (5-6-7=8)	XXX	XXX	XXX	<u>\$ (558,821)</u>	<u>\$ 4,768,624</u>

## B. Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with Statutory Accounting Principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities. It also requires disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expense during the period. Actual results could differ from those estimates.

## C. Accounting Policy

The following is a summary of the accounting policies followed by the Company:

Premiums are earned over the terms of the related insurance policies and reinsurance contracts. Unearned premium reserves are established to cover the unexpired portion of premiums written. Such reserves are computed by the daily pro rata method for direct business and are based on reports received from ceding companies for reinsurance.

Expenses incurred in connection with acquiring new insurance business, including such acquisition costs as sales commissions, are charged to operations as incurred. Expenses incurred are reduced for ceding allowances received or receivable.

In addition, the Company uses the following accounting policies.

1. Short-term investments are stated at amortized cost.
2. Bonds not backed by loans are carried at amortized cost using the scientific yield to worst method. Bonds that are defined by the NAIC as non-investment grade (Class 3-6), are carried at the lower of amortized cost or fair market value.
3. Common stocks are stated at fair market value.
4. Perpetual preferred stocks are stated at fair market value. Perpetual preferred stocks that have a NAIC designation of 1-2 shall be reported at fair value. Perpetual preferred stocks that have a NAIC designation of 3-6 shall be reported at the lower of amortized cost or fair market value.
5. The Company does not invest in mortgage loans.

## STATEMENT AS OF September 30, 2019 OF THE MAIDSTONE INSURANCE COMPANY

## NOTES TO THE FINANCIAL STATEMENTS

6. Loan-backed securities are stated at either amortized cost or the lower of amortized cost or fair value. The retrospective adjustment method is used to value all securities except for interest only securities or securities where the yield had become negative, that are valued using the prospective method.
7. The Company's investments in joint ventures, partnerships, and limited liability companies, except for those with a minor ownership interest, shall be reported using an equity method.
8. The Company does not have any investments in joint ventures, partnerships and limited liability companies, except for those with a minor ownership interest, shall be reported using an equity method.
9. The Company's investment strategy does not include the purchase of derivative financial instruments.
10. The Company anticipates investment income as a factor in the premium deficiency calculation, in accordance with SSAP No. 53 - Property Casualty Contracts - Premiums.
11. Unpaid losses and loss adjustment expenses include an amount determined from individual case estimates and loss reports and an amount, based on past experience, for losses incurred but not reported. Such liabilities are necessarily based upon assumptions and estimates and while management believes the amount is adequate, the ultimate liability may be in excess of or less than the amount provided. The methods for making such estimates and for establishing the resulting liabilities are continually reviewed and any adjustments are reflected in the period determined.
12. The Company has not modified its capitalization policy from the prior period.
13. The Company has no pharmaceutical rebates.
2. Accounting Changes and Corrections of Errors - None
3. Business Combinations and Goodwill - None
4. Discontinued Operations - None
5. Investments
  - A. Mortgage Loans, including Mezzanine Real Estate Loans - None
  - B. Debt Restructuring - None
  - C. Reverse Mortgages - None
  - D. Loan-Backed Securities
    1. The Company uses proprietary models for loss assumptions and widely accepted models for prepayment assumptions in valuing mortgage-backed and asset-backed securities with inputs from major third party data providers. The models combine the effects of interest rates, volatility, and pre-payment speeds based on various scenario (Monte Carlo) simulations with resulting effective analytics (spreads, duration, convexity) and cash flows on a monthly basis. Credit sensitive cash flows are calculated using a proprietary model which estimates future loan defaults in terms of timing and severity. Model assumptions are specific to asset class and collateral types and are regularly evaluated and adjusted where appropriate.
    2. The Company did not recognize any other-than-temporary impairments on loan-backed securities.
    3. The Company did not recognize any other-than-temporary impairments on loan-backed securities where the present value of cash flows expected to be collected is less than the amortized cost basis of the securities.
    4. At September 30, 2019, the Company held loaned backed securities for which the fair value was less than cost or amortized cost and an OTTI had not been recognized in earnings as a realized loss as follows:
      - a. The aggregate amount of unrealized losses:
 

1. Less than 12 Months	\$	16
2. 12 Months or Longer	\$	37,978
      - b. The aggregate related fair value of securities with unrealized losses:
 

1. Less than 12 Months	\$	43,138
2. 12 Months or Longer	\$	3,587,539
5. Additional Information
 

Although the Company holds investments in loan-backed securities which are in an unrealized loss position, the Company believes that there were no impairments on these securities and views these decreases in value as being temporary.
- E. Dollar Repurchase Agreements and/or Securities Lending Transactions - None

## STATEMENT AS OF September 30, 2019 OF THE MAIDSTONE INSURANCE COMPANY

**NOTES TO THE FINANCIAL STATEMENTS**

- F. Repurchase Agreements Transactions Accounted for as Secured Borrowing – None
- G. Reverse Repurchase Agreements Transactions Accounted for as Secured Borrowing – None
- H. Repurchase Agreements Transactions Accounted for as a Sale – None
- I. Reverse Repurchase Agreements Transactions Accounted for as a Sale - None
- J. Real Estate - None
- K. Low-Income Housing Tax Credits - None
- L. Restricted Assets – No Significant Change
- M. Working Capital Finance Investments - None
- N. Offsetting and Netting of Assets and Liability - None
- O. Structured Notes - None
- P. 5\* Securities - None

**6. Joint Ventures, Partnerships and Limited Liability Companies**

- A. Investments in Joint Ventures - None
- B. Investments in Impaired Joint Ventures - None

**7. Investment Income**

No amount over 90 days past due was excluded from investment income.

**8. Derivative Instruments – None****9. Income Taxes**

- A. No Significant Change
- B. No Significant Change
- C. No Significant Change
- D. No Significant Change
- E. No Significant Change
- F. Consolidated Federal Income Tax – No Significant Change
- G. Tax Loss Contingencies - None

**10. Information Concerning Parent, Subsidiaries and Affiliates and Other Related Parties****A. Nature**

On January 2, 2018, Standard Diversified Inc. (“SDI”), through its wholly-owned subsidiary, Pillar General Inc. (“Pillar General”), acquired all the outstanding capital stock of Interboro Holdings, Inc., for a cash purchase price of \$2.5 million. Interboro Holdings, Inc. is the parent company of Maidstone Insurance Company. SDI contributed \$10 million of additional capital to Maidstone as part of the acquisition.

- B. Detail of Transactions Greater than 1/2% of Admitted Assets - None
- C. Change in Terms of Intercompany Arrangements - None
- D. Amounts Due to or from Related Parties

At September 30, 2019, the Company reported \$954,795 due from Parent and affiliates.

**E. Guarantees or Contingencies for Related Parties**

There were no guarantees or undertakings, written or otherwise, for the benefit of an affiliate or related party that resulted in a material contingent exposure of the reporting entity’s or any related party’s assets or liabilities.

## STATEMENT AS OF September 30, 2019 OF THE MAIDSTONE INSURANCE COMPANY

## NOTES TO THE FINANCIAL STATEMENTS

## F. Management, Service Contracts or Cost Sharing Arrangements

The Company entered into an administrative service agreement with an affiliated company, Interboro Management, Inc. [Interboro Management]. Interboro Management provides certain administrative and management services to the Company. The Company reimburses Interboro Management for all associated costs provided that the amounts are not greater than the amounts the Company would expend for such services.

The Company has a federal tax allocation agreement with Interboro Holdings.

## G. Nature of Relationships that Could Affect Operations - None

## H. Amount deducted for Investments in Upstream Companies - None

## I. Investments in Subsidiary, Controlled or Affiliated [SCA] Entities Greater than 10% of Admitted Assets - None

## J. Write-down for Impairment of Investments in SCA's - None

## K. Investments in Foreign SCA's - None

## L. Investments in Downstream Non-insurance Holding Companies - None

## M. All SCA investments - None

## N. Investment in Insurance SCA's - None

## 11. Debt - None

## 12. Retirement Plans, Deferred Compensation, Postemployment Benefits and Compensated Absences and Other Postretirement Benefit Plans

## A. Defined Benefit Plan - None

## B. Plan Assets - None

## C. Fair Value of Plan Assets - None

## D. Overall Expected Long-Term Rate-on-Return-on-Assets Assumption - None

## E. Defined Contribution Plans

The Company participated in a qualified defined contribution 401(K) plan sponsored by Interboro Management. Interboro Management contributed \$42,937 in matching contributions. The plan was terminated on September 30, 2019.

## F. Multiemployer Plans - None

## G. Consolidated/Holding Company Plans - None

## H. Postemployment Benefits and Compensated Absences

The Company properly accrued for postemployment benefits and compensated absences in the amount of \$146,484.

## I. Impact of Medicare Modernization Act on Postretirement Benefits (INT 04-17) - None

## 13. Capital and Surplus, Dividend Restrictions and Quasi-Reorganizations

## 1. Capital Stock, Authorized, Issued and Outstanding

The Company has 128,337 shares of common stock with a par value of \$23.50 authorized, issued and outstanding.

## 2. Preferred Stock - None

## 3. Dividend Restrictions - No Change

## 4. Dividends Paid - None

## 5. Restrictions to Profits - None

## 6. Restrictions to Unassigned Funds (Surplus) - None

## 7. Surplus Advances of Mutual Reciprocals and Similarly organized entities - None

## 8. Company Stock Held for Special Purposes - None

## 9. Changes in Special Surplus Funds - None



## STATEMENT AS OF September 30, 2019 OF THE MAIDSTONE INSURANCE COMPANY

## NOTES TO THE FINANCIAL STATEMENTS

10. Changes in Unassigned Funds - None
11. Surplus Notes - None
12. Impact and Dates of Quasi-Reorganizations - None
14. Liabilities, Contingencies and Assessments - None
15. Leases
- A. Lessee Operating Lease
- The Company leases office space at 155 Mineola Blvd., Mineola, NY from Interboro Steel under a noncancelable operating lease agreement that expires October 31, 2019.
  - At September 30, 2019, the minimum aggregate rental commitment is \$46,515.
- B. Lessor Leases - None
16. Information about Financial Instruments with Off-Balance Sheet Risk and Financial Instruments with Concentration of Credit Risk - None
17. Sale, Transfer and Servicing of Financial Assets and Extinguishment of Liabilities - None
18. Gain or Loss to the Reporting Entity from Uninsured Plans and the Uninsured Portion of Partially Insured Plans - None
19. Direct Premium Written/Produced by Managing General Agents/Third Party - None
20. Fair Value Measurements

## A. Inputs Used for Assets and Liabilities Measured and Reported at Fair Value

## 1. Items Measured and Reported at Fair Value by Levels 1, 2 and 3

The following are the levels of the hierarchy and a brief description of the type of valuation inputs that are used to establish each level:

- Pricing Level 1 - Valuations based on unadjusted quoted prices in active markets for identical assets that our pricing sources have the ability to access. Since the valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these securities does not entail a significant amount or degree of judgment.
- Pricing Level 2 - Valuations based upon quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets; or valuations based on models where the significant inputs are observable (e.g. interest rates, yield curves, prepayment speeds, default rates, loss severities) or can be corroborated by observable market data.
- Pricing Level 3 - Valuations that are derived from techniques in which one or more of the significant inputs are unobservable, including broker quotes which are not binding.

Description for each class of asset or liability	(Level 1)	(Level 2)	(Level 3)	Net Asset Value (NAV)	Total
a. Assets at fair value					
Cash and Cash Equivalent					
Exempt MM Mutual Fund	\$ 517,099	\$ -	\$ -	\$ -	\$ 517,099
Other MM Mutual Fund	\$ 89,755	\$ -	\$ -	\$ -	\$ 89,755
Total Cash Equivalent	606,854	-	-	-	606,854
Perpetual Preferred Stock					
Industrial and Misc	\$ -	\$ 252,625	\$ -	\$ -	\$ 252,625
Total Perpetual Preferred Stocks	-	252,625	-	-	252,625
Bonds					
Industrial and Misc	-	514,395	-	-	514,395
Total Bonds	-	514,395	-	-	514,395
Common Stock					
Industrial and Misc	287,000	-	-	-	287,000
Total Common Stocks	287,000	-	-	-	287,000
Total assets at fair value/NAV	\$ 893,854	\$ 767,020	\$ -	\$ -	\$ 1,660,874
b. Liabilities at fair value	\$ -	\$ -	\$ -	\$ -	\$ -
Derivative liabilities	-	-	-	-	-
Total liabilities at fair value	\$ -	\$ -	\$ -	\$ -	\$ -

## 2. Roll forward of Level 3 Items - None

## STATEMENT AS OF September 30, 2019 OF THE MAIDSTONE INSURANCE COMPANY

## NOTES TO THE FINANCIAL STATEMENTS

3. Policy on Transfers Into and Out of Level 3 - None
4. Inputs and Techniques Used for Level 2 and Level 3 Fair Values - None
5. Derivative Fair Values - None
- B. Other Fair Value Disclosures – None
- C. Fair Value Disclosures

Type or Class of Financial Instrument	Aggregate Fair Value	Admitted Assets	(Level 1)	(Level 2)	(Level 3)	Net Asset Value (NAV)	Not Practicable (Carrying value)
Bonds	\$ 26,565,899	\$ 26,496,874	\$ 11,272,312	\$ 15,293,587	\$ -	\$ -	\$ 26,496,874
Common Stock	287,000	\$ 287,000	287,000	-	-	-	\$ 287,000
Perpetual Preferred Stock	827,858	\$ 828,622	-	827,858	-	-	\$ 820,211
Cash, cash equivalents and short-term investments	606,854	\$ 3,092,759	606,854	-	-	-	\$ 606,854
Other Long Term Assets	824,728	\$ 826,149	-	824,728	-	-	\$ 826,149
Total	\$ 29,112,339	\$ 31,531,404	\$ 12,166,166	\$ 16,946,174	\$ -	\$ -	\$ 29,038,818

- D. Items for which Not Practicable to Estimate Fair Values – None
- E. Investments measure using the NAV practical expedient - None

## 21. Other Items

- A. Extraordinary Items - None
- B. Troubled Debt Restructuring: Debtors - None
- C. Other Disclosures and Unusual Items - None
- D. Business Interruption Insurance Recoveries - None
- E. State Transferable and Non-transferable Tax Credits - None
- F. Subprime-Mortgage-Related Risk Exposure - None
- G. Insurance-Linked Securities (ILS) Contracts – None

## 22. Events Subsequent - None

## 23. Reinsurance

- A. Unsecured Reinsurance Recoverable - None
- B. Reinsurance Recoverable in Dispute – None
- C. Reinsurance Assumed and Ceded

	Assumed Reinsurance		Ceded Reinsurance		Net	
	Premium Reserve	Commission Reserve	Premium Reserve	Commission Reserve	Premium Reserve	Commission Reserve
a. Affiliates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
b. All Other	-	-	12,928	4,525	(12,928)	(4,525)
c. TOTAL	\$ -	\$ -	\$ 12,928	\$ 4,525	\$ (12,928)	\$ (4,525)
d. Direct Unearned Premium Reserve			\$ 8,383,053			

- D. Uncollectible Reinsurance - None
- E. Commutation of Ceded Reinsurance - None
- F. Retroactive Reinsurance - None
- G. Reinsurance Accounted for as a Deposit - None
- H. Disclosures for the Transfer of Property and Casualty Run-off Agreements - None
- I. Certified Reinsurer Rating Downgraded or Status Subject to Revocation - None
- J. Reinsurance Agreements Qualifying for Reinsurer Aggregation - None

## 24. Retrospectively Rated Contracts &amp; Contracts Subject to Redetermination – None

## STATEMENT AS OF September 30, 2019 OF THE MAIDSTONE INSURANCE COMPANY

**NOTES TO THE FINANCIAL STATEMENTS****25. Change in Incurred Losses and Loss Adjustment Expenses**

Reserves as of December 31, 2018 were \$27,330,573. As of September 30, 2019, \$12,725,340 has been paid for incurred claims and claims adjustment expenses attributable to insured events of prior years. Reserves remaining for prior years are now \$18,202,237 as a result of re-estimation of unpaid claims and claim adjustment expenses. Therefore, there has been a \$3,597,004 unfavorable prior-year development since December 31, 2018 to September 30, 2019. The increase/decrease is generally the result of ongoing analysis of recent loss development trends. Original estimates are increased or decreased, as additional information becomes known regarding individual claims. Included in this increase (decrease), the Company experienced \$0 million of unfavorable (favorable) prior year claim development on retrospectively rated policies.

**26. Intercompany Pooling Arrangement - None****27. Structured Settlements - None****28. Health Care Receivables - None****29. Participating Policies - None****30. Premium Deficiency Reserves - None****31. High Deductibles - None****32. Discounting of Liabilities for Unpaid Losses or Unpaid Loss Adjustment Expenses - None****33. Asbestos/Environmental Reserves - None****34. Subscriber Savings Accounts - None****35. Multiple Peril Crop Insurance - None****36. Financial Guaranty Insurance - None**

## STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maidstone Insurance Company

## GENERAL INTERROGATORIES

PART 1 - COMMON INTERROGATORIES  
GENERAL

- 1.1 Did the reporting entity experience any material transactions requiring the filing of Disclosure of Material Transactions with the State of Domicile, as required by the Model Act? Yes ☐ No ☒
- 1.2 If yes, has the report been filed with the domiciliary state? Yes ☐ No ☐
- 2.1 Has any change been made during the year of this statement in the charter, by-laws, articles of incorporation, or deed of settlement of the reporting entity? Yes ☐ No ☒
- 2.2 If yes, date of change: \_\_\_\_\_
- 3.1 Is the reporting entity a member of an Insurance Holding Company System consisting of two or more affiliated persons, one or more of which is an insurer? Yes ☒ No ☐  
If yes, complete Schedule Y, Parts 1 and 1A.
- 3.2 Have there been any substantial changes in the organizational chart since the prior quarter end? Yes ☐ No ☒
- 3.3 If the response to 3.2 is yes, provide a brief description of those changes.  
\_\_\_\_\_
- 3.4 Is the reporting entity publicly traded or a member of a publicly traded group? Yes ☒ No ☐
- 3.5 If the response to 3.4 is yes, provide the CIK (Central Index Key) code issued by the SEC for the entity/group: 0000911649
- 4.1 Has the reporting entity been a party to a merger or consolidation during the period covered by this statement? Yes ☐ No ☒  
If yes, complete and file the merger history data file with the NAIC for the annual filing corresponding to this period.
- 4.2 If yes, provide the name of entity, NAIC Company Code, and state of domicile (use two letter state abbreviation) for any entity that has ceased to exist as a result of the merger or consolidation.

1	2	3
Name of Entity	NAIC Company Code	State of Domicile

5. If the reporting entity is subject to a management agreement, including third-party administrator(s), managing general agent(s), attorney-in-fact, or similar agreement, have there been any significant changes regarding the terms of the agreement or principals involved? Yes ☐ No ☐ NA ☒  
If yes, attach an explanation.
- 6.1 State as of what date the latest financial examination of the reporting entity was made or is being made. 12/31/2014
- 6.2 State the as of date that the latest financial examination report became available from either the state of domicile or the reporting entity. This date should be the date of the examined balance sheet and not the date the report was completed or released. 12/31/2014
- 6.3 State as of what date the latest financial examination report became available to other states or the public from either the state of domicile or the reporting entity. This is the release date or completion date of the examination report and not the date of the examination (balance sheet date). 06/30/2016
- 6.4 By what department or departments? \_\_\_\_\_
- 6.5 Have all financial statement adjustments within the latest financial examination report been accounted for in a subsequent financial statement filed with Departments? Yes ☒ No ☐ NA ☐
- 6.6 Have all of the recommendations within the latest financial examination report been complied with? Yes ☒ No ☐ NA ☐
- 7.1 Has this reporting entity had any Certificates of Authority, licenses or registrations (including corporate registration, if applicable) suspended or revoked by any governmental entity during the reporting period? Yes ☒ No ☐
- 7.2 If yes, give full information:  
State of Connecticut Certificate of Authority has been revoked. State of Washington Certificate of Authority has been suspended.
- 8.1 Is the company a subsidiary of a bank holding company regulated by the Federal Reserve Board? Yes ☐ No ☒
- 8.2 If response to 8.1 is yes, please identify the name of the bank holding company.  
\_\_\_\_\_
- 8.3 Is the company affiliated with one or more banks, thrifts or securities firms? Yes ☐ No ☒
- 8.4 If response to 8.3 is yes, please provide below the names and location (city and state of the main office) of any affiliates regulated by a federal regulatory services agency (i.e. the Federal Reserve Board (FRB), the Office of the Comptroller of the Currency (OCC), the Federal Deposit Insurance Corporation (FDIC) and the Securities Exchange Commission (SEC)) and identify the affiliate's primary federal regulator.

1	2	3	4	5	6
Affiliate Name	Location (City, State)	FRB	OCC	FDIC	SEC

## STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maidstone Insurance Company

## GENERAL INTERROGATORIES

- 9.1 Are the senior officers (principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions) of the reporting entity subject to a code of ethics, which includes the following standards? ..... Yes ☒ No ☐
- (a) Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- (b) Full, fair, accurate, timely and understandable disclosure in the periodic reports required to be filed by the reporting entity;
- (c) Compliance with applicable governmental laws, rules and regulations;
- (d) The prompt internal reporting of violations to an appropriate person or persons identified in the code; and
- (e) Accountability for adherence to the code.
- 9.11 If the response to 9.1 is No, please explain: .....
- 9.2 Has the code of ethics for senior managers been amended? ..... Yes ☐ No ☒
- 9.21 If the response to 9.2 is Yes, provide information related to amendment(s). .....
- 9.3 Have any provisions of the code of ethics been waived for any of the specified officers? ..... Yes ☐ No ☒
- 9.31 If the response to 9.3 is Yes, provide the nature of any waiver(s). .....

## FINANCIAL

- 10.1 Does the reporting entity report any amounts due from parent, subsidiaries or affiliates on Page 2 of this statement? ..... Yes ☒ No ☐
- 10.2 If yes, indicate any amounts receivable from parent included in the Page 2 amount: ..... \$ 402,010

## INVESTMENT

- 11.1 Were any of the stocks, bonds, or other assets of the reporting entity loaned, placed under option agreement, or otherwise made available for use by another person? (Exclude securities under securities lending agreements.) ..... Yes ☐ No ☒
- 11.2 If yes, give full and complete information relating thereto: .....
12. Amount of real estate and mortgages held in other invested assets in Schedule BA: ..... \$ 826,149
13. Amount of real estate and mortgages held in short-term investments: ..... \$
- 14.1 Does the reporting entity have any investments in parent, subsidiaries and affiliates? ..... Yes ☐ No ☒
- 14.2 If yes, please complete the following:

	1 Prior Year-End Book/Adjusted Carrying Value	2 Current Quarter Book/Adjusted Carrying Value
14.21 Bonds .....	\$ 0	\$
14.22 Preferred Stock .....	\$ 0	\$
14.23 Common Stock .....	\$ 0	\$
14.24 Short-Term Investments .....	\$ 0	\$
14.25 Mortgage Loans on Real Estate .....	\$	\$
14.26 All Other .....	\$	\$
14.27 Total Investment in Parent, Subsidiaries and Affiliates (Subtotal Lines 14.21 to 14.26) .....	\$ 0	\$ 0
14.28 Total Investment in Parent included in Lines 14.21 to 14.26 above .....	\$	\$

- 15.1 Has the reporting entity entered into any hedging transactions reported on Schedule DB? ..... Yes ☐ No ☒
- 15.2 If yes, has a comprehensive description of the hedging program been made available to the domiciliary state? ..... Yes ☐ No ☐
- If no, attach a description with this statement.
- 16 For the reporting entity's security lending program, state the amount of the following as of the current statement date:
- 16.1 Total fair value of reinvested collateral assets reported on Schedule DL, Parts 1 and 2 ..... \$ 0
- 16.2 Total book adjusted/carrying value of reinvested collateral assets reported on Schedule DL, Parts 1 and 2 ..... \$ 0
- 16.3 Total payable for securities lending reported on the liability page ..... \$ 0

## STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maidstone Insurance Company

## GENERAL INTERROGATORIES

17. Excluding items in Schedule E – Part 3 – Special Deposits, real estate, mortgage loans and investments held physically in the reporting entity's offices, vaults or safety deposit boxes, were all stocks, bonds and other securities, owned throughout the current year held pursuant to a custodial agreement with a qualified bank or trust company in accordance with Section 1, III – General Examination Considerations, F. Outsourcing of Critical Functions, Custodial or Safekeeping Agreements of the NAIC *Financial Condition Examiners Handbook*?

Yes [X] No [ ]

- 17.1 For all agreements that comply with the requirements of the NAIC *Financial Condition Examiners Handbook*, complete the following:

1 Name of Custodian(s)	2 Custodian Address
Wilmington Trust	Wilmington, DE

- 17.2 For all agreements that do not comply with the requirements of the NAIC *Financial Condition Examiners Handbook*, provide the name, location and a complete explanation:

1 Name(s)	2 Location(s)	3 Complete Explanation(s)

- 17.3 Have there been any changes, including name changes, in the custodian(s) identified in 17.1 during the current quarter? \_\_\_\_\_

Yes [ ] No [X]

- 17.4 If yes, give full and complete information relating thereto:

1 Old Custodian	2 New Custodian	3 Date of Change	4 Reason

- 17.5 Investment management – Identify all investment advisors, investment managers, broker/dealers, including individuals that have the authority to make investment decisions on behalf of the reporting entity. For assets that are managed internally by employees of the reporting entity, note as such. ["...that have access to the investment accounts"; "...handle securities"]

1 Name of Firm or Individual	2 Affiliation
Asset Allocation & Management Company	U

- 17.5097 For those firms/individuals listed in the table for Question 17.5, do any firms/individuals unaffiliated with the reporting entity (i.e., designated with a "U") manage more than 10% of the reporting entity's assets?

Yes [X] No [ ]

- 17.5098 For firms/individuals unaffiliated with the reporting entity (i.e., designated with a "U") listed in the table for Question 17.5, does the total assets under management aggregate to more than 50% of the reporting entity's assets?

Yes [X] No [ ]

- 17.6 For those firms or individuals listed in the table for 17.5 with an affiliation code of "A" (affiliated) or "U" (unaffiliated), provide the information for the table below.

1 Central Registration Depository Number	2 Name of Firm or Individual	3 Legal Entity Identifier (LEI)	4 Registered With	5 Investment Management Agreement (IMA) Filed
109875	Asset Allocation & Management Company	549300DSCH1Y5W3U963	SEC	DS

- 18.1 Have all the filing requirements of the *Purposes and Procedures Manual of the NAIC Investment Analysis Office* been followed? \_\_\_\_\_

Yes [X] No [ ]

- 18.2 If no, list exceptions:

19. By self-designating 5GI securities, the reporting entity is certifying the following elements for each self-designated 5GI security:
- a. Documentation necessary to permit a full credit analysis of the security does not exist or an NAIC CRP credit rating for an FE or PL security is not available.
  - b. Issuer or obligor is current on all contracted interest and principal payments.
  - c. The insurer has an actual expectation of ultimate payment of all contracted interest and principal.

Has the reporting entity self-designated 5GI securities? \_\_\_\_\_

Yes [ ] No [X]

20. By self-designating PLGI securities, the reporting entity is certifying the following elements of each self-designated PLGI security:

- a. The security was purchased prior to January 1, 2018.
- b. The reporting entity is holding capital commensurate with the NAIC Designation reported for the security.
- c. The NAIC Designation was derived from the credit rating assigned by an NAIC CRP in its legal capacity as a NRSRO which is shown on a current private letter rating held by the insurer and available for examination by state insurance regulators.
- d. The reporting entity is not permitted to share this credit rating of the PL security with the SVO.

Has the reporting entity self-designated PLGI securities? \_\_\_\_\_

Yes [ ] No [X]

STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maidstone Insurance Company

**GENERAL INTERROGATORIES**  
**PART 2 - PROPERTY & CASUALTY INTERROGATORIES**

1. If the reporting entity is a member of a pooling arrangement, did the agreement or the reporting entity's participation change? \_\_\_\_\_ Yes ☐ No ☐ NA ☒

If yes, attach an explanation.

2. Has the reporting entity reinsured any risk with any other reporting entity and agreed to release such entity from liability, in whole or in part, from any loss that may occur on the risk, or portion thereof, reinsured? \_\_\_\_\_ Yes [ ] No [X]

If yes, attach an explanation.

- 3.1 Have any of the reporting entity's primary reinsurance contracts been canceled? Yes ☐ No ☒

- 3.2 If yes, give full and complete information thereto.

- 4.1 Are any of the liabilities for unpaid losses and loss adjustment expenses other than certain workers' compensation tabular reserves (see *Annual Statement Instructions* pertaining to disclosure of discounting for definition of "tabular reserves,") discounted at a rate of interest greater than zero? Yes ☐ No ☒

- 4.2 If yes, complete the following schedule:

[illegible]

**5. Operating Percentages:**

- |   |   |
|---|---|
| 5.1 A&H loss percent  | % |
| 5.2 A&H cost containment percent                            | % |
| 5.3 A&H expense percent excluding cost containment expenses | % |

- 6.1 Do you act as a custodian for health savings accounts? ..... Yes ☐ No ☒

- 6.2 If yes, please provide the amount of custodial funds held as of the reporting date \_\_\_\_\_ \$ \_\_\_\_\_

- 6.3 Do you act as an administrator for health savings accounts? ..... Yes [ ] No [X]

- 6.4 If yes, please provide the balance of the funds administered as of the reporting date. \_\_\_\_\_ \$ \_\_\_\_\_

7. Is the reporting entity licensed or chartered, registered, qualified, eligible or writing business in at least two states? \_\_\_\_\_ Yes ☒ No ☐

- 7.1 If no, does the reporting entity assume reinsurance business that covers risks residing in at least one state other than the state of domicile of the reporting entity? Yes ☐ No ☐

## SCHEDULE F - CEDED REINSURANCE

Showing All New Reinsurers - Current Year to Date

[illegible]



## STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maidstone Insurance Company

## SCHEDULE T - EXHIBIT OF PREMIUMS WRITTEN

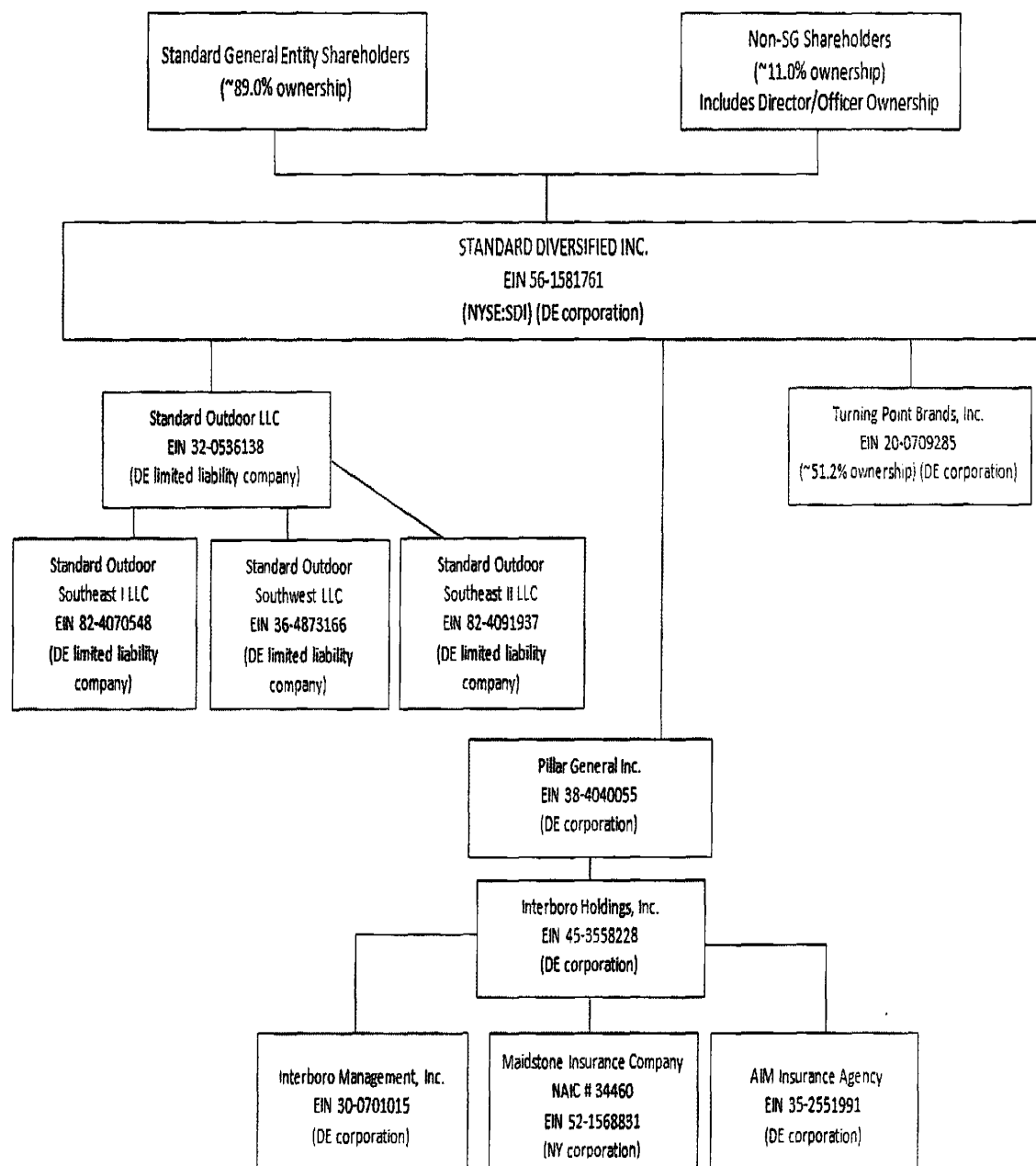
States, etc.	1 Active Status (a)	Current Year to Date - Allocated by States and Territories				Direct Losses Unpaid	
		Direct Premiums Written		Direct Losses Paid (Deducting Salvage)		6	7
		2 Current Year To Date	3 Prior Year To Date	4 Current Year To Date	5 Prior Year To Date	Current Year To Date	Prior Year To Date
1. Alabama	AL	N	0	0	0	0	0
2. Alaska	AK	N	0	0	0	0	0
3. Arizona	AZ	L	0	0	0	0	0
4. Arkansas	AR	N	0	0	0	0	0
5. California	CA	L	38,048	47,497	8,644	31,734	59,143
6. Colorado	CO	L	0	0	0	0	0
7. Connecticut	CT	L	0	0	0	(1,248)	0
8. Delaware	DE	L	0	0	0	(1,200)	0
9. Dist. Columbia	DC	L	0	0	0	(580)	0
10. Florida	FL	N	0	0	0	0	0
11. Georgia	GA	N	0	0	0	0	0
12. Hawaii	HI	N	0	0	0	0	0
13. Idaho	ID	L	0	0	0	4	0
14. Illinois	IL	L	0	0	0	0	0
15. Indiana	IN	N	0	0	0	0	0
16. Iowa	IA	N	0	0	0	0	0
17. Kansas	KS	N	0	0	0	0	0
18. Kentucky	KY	N	0	0	0	0	0
19. Louisiana	LA	N	0	0	0	0	0
20. Maine	ME	L	0	0	0	(59)	0
21. Maryland	MD	N	0	0	0	0	0
22. Massachusetts	MA	L	0	0	0	0	0
23. Michigan	MI	N	0	0	0	0	0
24. Minnesota	MN	N	0	0	0	0	0
25. Mississippi	MS	N	0	0	0	0	0
26. Missouri	MO	N	0	0	0	0	0
27. Montana	MT	L	0	0	0	(2)	0
28. Nebraska	NE	N	0	0	0	0	0
29. Nevada	NV	L	0	0	0	0	0
30. New Hampshire	NH	N	0	0	0	0	0
31. New Jersey	NJ	L	0	2,000	1,825	(37,898)	9
32. New Mexico	NM	L	0	0	0	0	0
33. New York	NY	L	16,155,178	21,946,342	16,740,133	17,170,356	22,021,406
34. No. Carolina	NC	N	0	0	0	0	20,475,092
35. No. Dakota	ND	N	0	0	0	0	0
36. Ohio	OH	L	0	0	0	0	0
37. Oklahoma	OK	N	0	0	0	0	0
38. Oregon	OR	L	0	0	0	0	0
39. Pennsylvania	PA	L	0	0	(392)	(391)	104
40. Rhode Island	RI	N	0	0	0	0	0
41. So. Carolina	SC	L	0	0	0	0	0
42. So. Dakota	SD	N	0	0	0	0	0
43. Tennessee	TN	N	0	0	0	0	0
44. Texas	TX	L	0	0	0	764	86
45. Utah	UT	L	0	0	0	0	0
46. Vermont	VT	L	0	0	0	(402)	0
47. Virginia	VA	N	0	0	0	0	0
48. Washington	WA	N	0	0	0	0	0
49. West Virginia	WV	L	0	0	0	(146)	0
50. Wisconsin	WI	N	0	0	0	0	0
51. Wyoming	WY	N	0	0	0	0	0
52. American Samoa	AS	N	0	0	0	0	0
53. Guam	GU	N	0	0	0	0	0
54. Puerto Rico	PR	N	0	0	0	0	0
55. U.S. Virgin Islands	VI	N	0	0	0	0	0
56. Northern Mariana Islands	MP	N	0	0	0	0	0
57. Canada	CAN	N	0	0	0	0	0
58. Aggregate Other Alien	OT	XXX	0	0	0	0	0
59. Totals	XXX	16,193,226	21,993,839	16,750,777	17,203,523	22,039,391	20,486,709
DETAILS OF WRITE-INS							
58001.	XXX						
58002.	XXX						
58003.	XXX						
58008. Summary of remaining write-ins for Line 58 from overflow page.	XXX	0	0	0	0	0	0
58009. TOTALS (Lines 58001 through 58003 plus 58008) (Line 58 above)	XXX	0	0	0	0	0	0

(a) Active Status Counts

L - Licensed or Chartered - Licensed insurance carrier or domiciled RRG \_\_\_\_\_ 23 R - Registered - Non-domiciled RRGs \_\_\_\_\_ 0  
 E - Eligible - Reporting entities eligible or approved to write surplus lines in the state (other than their state of domicile - See DSLI) \_\_\_\_\_ 0 Q - Qualified - Qualified or accredited reinsurer \_\_\_\_\_ 0  
 D - Domestic Surplus Lines Insurer (DSLII) - Reporting entities authorized to write surplus lines in the state of domicile \_\_\_\_\_ 0 N - None of the above - Not allowed to write business in the state \_\_\_\_\_ 34

STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maldstone Insurance Company

# **SCHEDULE Y - INFORMATION CONCERNING ACTIVITIES OF INSURER MEMBERS OF A HOLDING COMPANY GROUP** **PART 1 - ORGANIZATIONAL CHART**



## STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maidstone Insurance Company

**SCHEDULE Y**  
**PART 1A – DETAIL OF INSURANCE HOLDING COMPANY SYSTEM**

[illegible]

Asterisk	Explanation
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## STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maidstone Insurance Company

## PART 1 - LOSS EXPERIENCE

Line of Business	Current Year to Date			4 Prior Year to Date Direct Loss Percentage
	1 Direct Premiums Earned	2 Direct Losses Incurred	3 Direct Loss Percentage	
1. Fire			0.0	0.0
2. Allied lines			0.0	0.0
3. Farmowners multiple peril			0.0	0.0
4. Homeowners multiple peril	349,976	253,088	72.3	20.0
5. Commercial multiple peril			0.0	0.0
6. Mortgage guaranty			0.0	0.0
8. Ocean marine			0.0	0.0
9. Inland marine	4,911		0.0	0.0
10. Financial guaranty			0.0	0.0
11.1 Medical professional liability -occurrence			0.0	0.0
11.2 Medical professional liability -claims made			0.0	0.0
12. Earthquake			0.0	0.0
13. Group accident and health			0.0	0.0
14. Credit accident and health			0.0	0.0
15. Other accident and health			0.0	0.0
16. Workers' compensation			0.0	0.0
17.1 Other liability occurrence			0.0	0.0
17.2 Other liability-claims made			0.0	0.0
17.3 Excess Workers' Compensation			0.0	0.0
18.1 Products liability-occurrence			0.0	0.0
18.2 Products liability-claims made			0.0	0.0
19.1,19.2 Private passenger auto liability	13,239,748	11,557,745	87.3	73.2
19.3,19.4 Commercial auto liability	57,040	103,900	155.0	51.4
21. Auto physical damage	6,855,137	4,313,265	62.9	69.2
22. Aircraft (all perils)			0.0	0.0
23. Fidelity			0.0	0.0
24. Surety			0.0	0.0
26. Burglary and theft			0.0	0.0
27. Boiler and machinery			0.0	0.0
28. Credit			0.0	0.0
29. International			0.0	0.0
30. Warranty			0.0	0.0
31. Reinsurance - Nonproportional Assumed Property	XXX	XXX	XXX	XXX
32. Reinsurance - Nonproportional Assumed Liability	XXX	XXX	XXX	XXX
33. Reinsurance - Nonproportional Assumed Financial Lines	XXX	XXX	XXX	XXX
34. Aggregate write-ins for other lines of business	0	0	0.0	0.0
35. TOTALS	20,516,812	16,227,997	79.1	71.5
DETAILS OF WRITE-INS				
3401.				
3402.				
3403.				
3498. Sum. of remaining write-ins for Line 34 from overflow page	0	0	0.0	0.0
3499. Totals (Lines 3401 through 3403 plus 3498) (Line 34)	0	0	0.0	0.0

## PART 2 - DIRECT PREMIUMS WRITTEN

Line of Business	1 Current Quarter	2 Current Year to Date	3 Prior Year Year to Date
1. Fire	0		0
2. Allied lines	0		0
3. Farmowners multiple peril	0		0
4. Homeowners multiple peril	45,074	356,571	243,058
5. Commercial multiple peril	0		0
6. Mortgage guaranty	0		0
8. Ocean marine	0		0
9. Inland marine	907	6,112	5,007
10. Financial guaranty	0		0
11.1 Medical professional liability-occurrence	0		0
11.2 Medical professional liability-claims made	0		0
12. Earthquake	0		0
13. Group accident and health	0		0
14. Credit accident and health	0		0
15. Other accident and health	0		0
16. Workers' compensation	0		0
17.1 Other liability occurrence	0		0
17.2 Other liability-claims made	0		0
17.3 Excess Workers' Compensation	0		0
18.1 Products liability-occurrence	0		0
18.2 Products liability-claims made	0		0
19.1,19.2 Private passenger auto liability	1,676,535	10,356,923	14,197,041
19.3,19.4 Commercial auto liability	0	53,973	224,130
21. Auto physical damage	855,661	5,419,647	7,324,603
22. Aircraft (all perils)	0		0
23. Fidelity	0		0
24. Surety	0		0
26. Burglary and theft	0		0
27. Boiler and machinery	0		0
28. Credit	0		0
29. International	0		0
30. Warranty	0		0
31. Reinsurance - Nonproportional Assumed Property	XXX	XXX	XXX
32. Reinsurance - Nonproportional Assumed Liability	XXX	XXX	XXX
33. Reinsurance - Nonproportional Assumed Financial Lines	XXX	XXX	XXX
34. Aggregate write-ins for other lines of business	0	0	0
35. TOTALS	2,578,177	16,193,226	21,993,839
DETAILS OF WRITE-INS			
3401.			
3402.			
3403.			
3498. Sum. of remaining write-ins for Line 34 from overflow page	0	0	0
3499. Totals (Lines 3401 through 3403 plus 3498) (Line 34)	0	0	0

## STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maidstone Insurance Company

## PART 3 (000 omitted)

## LOSS AND LOSS ADJUSTMENT EXPENSE RESERVES SCHEDULE

	1	2	3	4	5	6	7	8	9	10	11	12	13
Years in Which Losses Occurred	Prior Year-End Known Case Loss and LAE Reserves	Prior Year-End IBNR Loss and LAE Reserves	Total Prior Year-End Loss and LAE Reserves (Cols. 1 + 2)	2019 Loss and LAE Payments on Claims Reported as of Prior Year-End	2019 Loss and LAE Payments on Claims Unreported as of Prior Year-End	Total 2019 Loss and LAE Payments (Cols. 4 + 5)	Q.S. Date Known Case Loss and LAE Reserves on Claims Reported and Open as of Prior Year-End	Q.S. Date Known Case Loss and LAE Reserves on Claims Reported or Reopened Subsequent to Prior Year-End	Q.S. Date IBNR Loss and LAE Reserves	Total Q.S. Loss and LAE Reserves (Cols. 7 + 8 + 9)	Prior Year-End Known Case Loss and LAE Reserves Developed (Savings)/ Deficiency (Cols. 4 + 7 minus Col. 1)	Prior Year-End IBNR Loss and LAE Reserves Developed (Savings)/ Deficiency (Cols. 5 + 8 + 9 minus Col. 2)	Prior Year-End Total Loss and LAE Reserve Developed (Savings)/ Deficiency (Cols. 11 + 12)
1. 2016 + Prior	7,410	2,156	9,566	5,021		5,021	5,103		1,410	6,513	2,714	(746)	1,968
2. 2017	3,881	3,049	6,930	3,574		3,574	2,739		2,002	4,740	2,432	(1,047)	1,385
3. Subtotals 2017 + prior	11,291	5,205	16,496	8,596	0	8,596	7,841	0	3,412	11,253	5,146	(1,793)	3,353
4. 2018	4,572	6,263	10,835	4,130		4,130	2,358		4,591	6,949	1,915	(1,671)	244
5. Subtotals 2018 + prior	15,863	11,467	27,331	12,726	0	12,726	10,199	0	8,003	18,202	7,061	(3,464)	3,597
6. 2019	XXX	XXX	XXX	XXX	8,679	8,679	XXX	2,863	5,366	8,229	XXX	XXX	XXX
7. Totals	15,863	11,467	27,331	12,726	8,679	21,405	10,199	2,863	13,370	26,432	7,061	(3,464)	3,597
8. Prior Year-End Surplus As Regards Policyholders	4,769										Col. 11, Line 7 As % of Col. 1, Line 7	Col. 12, Line 7 As % of Col. 2, Line 7	Col. 13, Line 7 As % of Col. 3, Line 7
											1. 44.5	2. (30.2)	3. 13.2
													Col. 13, Line 7 Line 8
													4. 75.4





**SUPPLEMENTAL EXHIBITS AND SCHEDULES INTERROGATORIES**

The following supplemental reports are required to be filed as part of your statement filing. However, in the event that your company does not transact the type of business for which the special report must be filed, your response of NO to the specific interrogatory will be accepted in lieu of filing a "NONE" report and a bar code will be printed below. If the supplement is required of your company but is not being filed for whatever reason enter SEE EXPLANATION and provide an explanation following the interrogatory questions.

	<u>Response</u>
1. Will the Trusteed Surplus Statement be filed with the state of domicile and the NAIC with this statement?	.....NO.....
2. Will Supplement A to Schedule T (Medical Professional Liability Supplement) be filed with this statement?	.....NO.....
3. Will the Medicare Part D Coverage Supplement be filed with the state of domicile and the NAIC with this statement?	.....NO.....
4. Will the Director and Officer Insurance Coverage Supplement be filed with the state of domicile and the NAIC with this statement?	.....NO.....

Explanation:

Bar Code:

1.	 3 4 4 6 0 2 0 1 9 4 9 0 0 0 0 0 3
2.	 3 4 4 6 0 2 0 1 9 4 5 5 0 0 0 0 3
3.	 3 4 4 6 0 2 0 1 9 3 6 5 0 0 0 0 3
4.	 3 4 4 6 0 2 0 1 9 5 0 5 0 0 0 0 3

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**OVERFLOW PAGE FOR WRITE-INS**

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## SCHEDULE A – VERIFICATION

Real Estate		1	2
		Year To Date	Prior Year Ended December 31
1. Book/adjusted carrying value, December 31 of prior year		0	0
2. Cost of acquired:			
2.1 Actual cost at time of acquisition			0
2.2 Additional investment made after acquisition			0
3. Current year change in encumbrances			0
4. Total gain (loss) on disposals			0
5. Deduct amounts received on disposals			0
6. Total foreign exchange change in book/adjusted carrying value			0
7. Deduct current year's other-than-temporary impairment recognized			0
8. Deduct current year's depreciation			0
9. Book/adjusted carrying value at the end of current period (Lines 1+2+3+4-5+6-7-8)		0	0
10. Deduct total nonadmitted amounts		0	0
11. Statement value at end of current period (Line 9 minus Line 10)		0	0

## SCHEDULE B – VERIFICATION

Mortgage Loans		1	2
		Year To Date	Prior Year Ended December 31
1. Book value/recorded investment excluding accrued interest, December 31 of prior year		0	0
2. Cost of acquired:			
2.1 Actual cost at time of acquisition			0
2.2 Additional investment made after acquisition			0
3. Capitalized deferred interest and other			0
4. Accrual of discount			0
5. Unrealized valuation increase (decrease)			0
6. Total gain (loss) on disposals			0
7. Deduct amounts received on disposals			0
8. Deduct amortization of premium and mortgage interest points and commitment fees			0
9. Total foreign exchange change in book value/recorded investment excluding accrued interest			0
10. Deduct current year's other-than-temporary impairment recognized			0
11. Book value/recorded investment excluding accrued interest at end of current period (Lines 1+2+3+4+5+6-7-8+9-10)		0	0
12. Total valuation allowance			0
13. Subtotal (Line 11 plus Line 12)		0	0
14. Deduct total nonadmitted amounts		0	0
15. Statement value at end of current period (Line 13 minus Line 14)		0	0

## SCHEDULE BA – VERIFICATION

Other Long-Term Invested Assets		1	2
		Year To Date	Prior Year Ended December 31
1. Book/adjusted carrying value, December 31 of prior year		799,084	0
2. Cost of acquired:			
2.1 Actual cost at time of acquisition		27,065	821,584
2.2 Additional investment made after acquisition			0
3. Capitalized deferred interest and other			0
4. Accrual of discount			0
5. Unrealized valuation increase (decrease)			0
6. Total gain (loss) on disposals			0
7. Deduct amounts received on disposals			22,500
8. Deduct amortization of premium and depreciation			0
9. Total foreign exchange change in book/adjusted carrying value			0
10. Deduct current year's other-than-temporary impairment recognized			0
11. Book/adjusted carrying value at end of current period (Lines 1+2+3+4+5+6-7-8+9-10)		826,149	799,084
12. Deduct total nonadmitted amounts		0	0
13. Statement value at end of current period (Line 11 minus Line 12)		826,149	799,084

## SCHEDULE D – VERIFICATION

Bonds and Stocks		1	2
		Year To Date	Prior Year Ended December 31
1. Book/adjusted carrying value of bonds and stocks, December 31 of prior year		33,567,858	25,909,183
2. Cost of bonds and stocks acquired		9,740,614	14,703,191
3. Accrual of discount		33,703	18,596
4. Unrealized valuation increase (decrease)		109,033	(100,494)
5. Total gain (loss) on disposals		213,804	(6,342)
6. Deduct consideration for bonds and stocks disposed of		15,907,751	6,746,242
7. Deduct amortization of premium		144,764	210,035
8. Total foreign exchange change in book/adjusted carrying value			0
9. Deduct current year's other-than-temporary impairment recognized			0
10. Total investment income recognized as a result of prepayment penalties and/or acceleration fees			0
11. Book/adjusted carrying value at end of current period (Lines 1+2+3+4+5-6-7+8-9+10)		27,612,496	33,567,858
12. Deduct total nonadmitted amounts		0	0
13. Statement value at end of current period (Line 11 minus Line 12)		27,612,496	33,567,858



## STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maidstone Insurance Company

## SCHEDULE D - PART 1B

Showing the Acquisitions, Dispositions and Non-Trading Activity  
During the Current Quarter for all Bonds and Preferred Stock by NAIC Designation

NAIC Designation	1 Book/Adjusted Carrying Value Beginning of Current Quarter	2 Acquisitions During Current Quarter	3 Dispositions During Current Quarter	4 Non-Trading Activity During Current Quarter	5 Book/Adjusted Carrying Value End of First Quarter	6 Book/Adjusted Carrying Value End of Second Quarter	7 Book/Adjusted Carrying Value End of Third Quarter	8 Book/Adjusted Carrying Value December 31 Prior Year
<b>BONDS</b>								
1. NAIC 1 (a)	23,491,446	7,493,793	6,929,326	(40,702)	29,498,143	23,491,446	24,015,212	31,278,130
2. NAIC 2 (a)	2,375,235		144,512	45	3,634,735	2,375,235	2,230,768	3,918,559
3. NAIC 3 (a)	0				0	0	0	0
4. NAIC 4 (a)	0				0	0	0	0
5. NAIC 5 (a)	255,761			(3,136)	521,842	255,761	252,625	0
6. NAIC 6 (a)	0				0	0	0	0
7. Total Bonds	26,122,442	7,493,793	7,073,839	(43,792)	33,654,720	26,122,442	26,498,605	35,196,689
<b>PREFERRED STOCK</b>								
8. NAIC 1	503,888			10,507	488,982	503,888	514,395	466,363
9. NAIC 2	305,816				305,816	305,816	305,816	0
10. NAIC 3	0				0	0	0	0
11. NAIC 4	0				0	0	0	0
12. NAIC 5	0				0	0	0	0
13. NAIC 6	0				0	0	0	0
14. Total Preferred Stock	809,704	0	0	10,507	794,797	809,704	820,211	466,363
15. Total Bonds & Preferred Stock	26,932,145	7,493,793	7,073,839	(33,285)	34,449,518	26,932,145	27,318,815	35,663,053

(a) Book/Adjusted Carrying Value column for the end of the current reporting period includes the following amount of short-term and cash equivalent bonds by NAIC designation: NAIC 1 \$

; NAIC 2 \$ ;

NAIC 3 \$ ; NAIC 4 \$ ; NAIC 5 \$ ; NAIC 6 \$

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## SCHEDULE DA - PART 1

Short-Term Investments

	1	2	3	4	5
	Book/Adjusted Carrying Value	Par Value	Actual Cost	Interest Collected Year To Date	Paid for Accrued Interest Year To Date
9199999		XXX			

## SCHEDULE DA - VERIFICATION

Short-Term Investments

	1 Year To Date	2 Prior Year Ended December 31
1. Book/adjusted carrying value, December 31 of prior year.....	923,404	749,947
2. Cost of short-term investments acquired .....		4,405,724
3. Accrual of discount .....	2,154	17,854
4. Unrealized valuation increase (decrease).....		0
5. Total gain (loss) on disposals .....		0
6. Deduct consideration received on disposals .....	925,000	4,250,000
7. Deduct amortization of premium.....	538	122
8. Total foreign exchange change in book/adjusted carrying value.....		0
9. Deduct current year's other-than-temporary impairment recognized.....		0
10. Book/adjusted carrying value at end of current period (Lines 1+2+3+4+5-6-7+8-9).....	0	923,404
11. Deduct total nonadmitted amounts.....		0
12. Statement value at end of current period (Line 10 minus Line 11).....	0	923,404

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Schedule DB - Part A - Verification

**NONE**

Schedule DB - Part B - Verification

**NONE**

Schedule DB - Part C - Section 1

**NONE**

Schedule DB - Part C - Section 2

**NONE**

Schedule DB - Verification

**NONE**

**SCHEDULE E – PART 2 – VERIFICATION**

(Cash Equivalents)

	1 Year To Date	2 Prior Year Ended December 31
1. Book/adjusted carrying value, December 31 of prior year.....	3,580,604	10,408,754
2. Cost of cash equivalents acquired .....	23,690,424	88,061,608
3. Accrual of discount .....	6,100	60,924
4. Unrealized valuation increase (decrease) .....		.0
5. Total gain (loss) on disposals .....		(8)
6. Deduct consideration received on disposals .....	26,670,273	94,950,674
7. Deduct amortization of premium .....		.0
8. Total foreign exchange change in book/adjusted carrying value .....		.0
9. Deduct current year's other than temporary impairment recognized .....		.0
10. Book/adjusted carrying value at end of current period (Lines 1+2+3+4+5-6-7+8-9) .....	606,854	3,580,604
11. Deduct total nonadmitted amounts .....		.0
12. Statement value at end of current period (Line 10 minus Line 11)	606,854	3,580,604

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Schedule A - Part 2

**NONE**

Schedule A - Part 3

**NONE**

Schedule B - Part 2

**NONE**

Schedule B - Part 3

**NONE**

Schedule BA - Part 2

**NONE**

Schedule BA - Part 3

**NONE**

**STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maldstone Insurance Company**

**SCHEDULE D - PART 3**

Show All Long-Term Bonds and Stock Acquired During the Current Quarter

[illegible]

(a) For all common stock bearing the NAIC market indicator "U" provide: the number of such issues \_\_\_\_\_

## STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maidstone Insurance Company

## SCHEDULE D - PART 4

Show All Long-Term Bonds and Stock Sold, Redeemed or Otherwise Disposed of During the Current Quarter

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
CUSIP Ident.	Description	3 F o r e i g n	4 D e p o s i t D a t e	5 N a m e o f P u r c h a s e r	6 N u m b e r o f S h a r e s	7 C o n s i d e r a t i o n	8 P e r V a l u e	9 A c t u a l C o s t	10 P r i o r Y e a r B o o k/ A d j u s t e d C a r r y i n g V a l u e	11 U n r e a l i z e d V a l u e I n c r e a s e / (D e c r e a s e)	12 C u r r e n t Y e a r's A m o r t i z a t i o n (I n c r e a s e / D e c r e a s e)	13 C u r r e n t Y e a r's O t h e r T h a n I m p a i r m e n t R e c o g n i z e d	14 T o t a l C h a n g e I n B o o k/ A d j u s t e d C a r r y i n g V a l u e	15 T o t a l F o r e i g n E x c h a n g e I n C a r r y i n g V a l u e	16 B o o k/ A d j u s t e d C a r r y i n g V a l u e a t D i s p o s i t D a t e	17 F o r e i g n E x c h a n g e I n C a r r y i n g V a l u e a t D i s p o s i t D a t e	18 R e a l i z e d G a i n (L o s s) o n D i s p o s i t	19 T o t a l G a i n (L o s s) o n D i s p o s i t	20 B o n d I n t e r e s t/ S t o c k D i v i d e n c e R e c e i v e d D u r i n g Y e a r	21 S t a t e d C o n t r a c t u a l M a t u r i t y D a t e	22 N A I C D e s i g n a t i o n a n d A d m i n i s t r a t i v e S y m b o l I n d i c a t o r	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	
090999-01-0000000000	UNITED STATES TREASURY		09/19/2019	INTERNATIONAL	XX	1,798,879	1,800,000	1,799,548	1,300,208	0	179	0	179	0	1,799,711	0	(2,831)	(2,831)	37,894	03/31/2020	XX	

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Schedule DB - Part A - Section 1

**NONE**

Schedule DB - Part B - Section 1

**NONE**

Schedule DB - Part D - Section 1

**NONE**

Schedule DB - Part D - Section 2

**NONE**

Schedule DL - Part 1

**NONE**

Schedule DL - Part 2

**NONE**



**Month End Depository Balances**

E12

**STATEMENT AS OF SEPTEMBER 30, 2019 OF THE Maidstone Insurance Company**

**SCHEDULE E - PART 2 - CASH EQUIVALENTS**[illegible]

**EXHIBIT B**

[Board of directors' consent to liquidation]

**MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF  
MAIDSTONE INSURANCE COMPANY**

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The Board of Directors of Maidstone Insurance Company ("Maidstone" or the "Company") held a telephonic Board Meeting on August 7, 2019 at 5:30 p.m.

The following directors, constituting the full board, were present at the meeting:

Greg Baxter, Chairman  
Soohyung Kim  
Paul Cho  
Stephen Usher  
Linda Johnson

The following individuals were also in attendance at the request of the Chairman:

Bradford A. Tobin, Secretary  
Chantal Lecorps, Chief Financial Officer, Maidstone Insurance Company  
James Hatem, Esq., Nixon Peabody LLP

Bradford A. Tobin served as Secretary of the meeting.

The Chairman announced that the meeting of the Board of Directors was being held pursuant to the required written notice or was duly waived.

- I. Mr. Baxter provided opening remarks and explained that the purpose of the meeting was to provide an update on recent Company events and its current status.
- II. Mr. Baxter reminded the Board that the Company has been in discussions with the New York State Department of Financial Services ("NYSDFS") regarding the impairment of the minimum surplus at the Company. Mr. Baxter further explained that the Company recently made the NYSDFS aware of certain adverse developments, requiring an increase to reserves and resulting in a negative statutory surplus as of June 30, 2019. In response the NYSDFS requested that the Company consent to an entry of order of liquidation pursuant to Article 74 of the New York State Insurance laws to effect a liquidation of the Company by the Superintendent of the NYSDFS. Mr. Baxter presented the consent request to the Board for consideration.
- III. Mr. Tobin and Mr. Hatem then explained the legal process and consequences of an Article 74 proceeding, along with the practical implications for the Company and its operations.
- IV. Furthermore, Mr. Hatem presented the proposed resolutions to the Board, attached hereto as Exhibit A and incorporated herein.

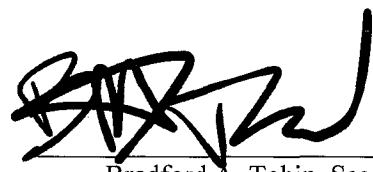
- V. The Board discussed and deliberated.
- VI. The Board reviewed the terms of the resolutions, which following discussion and deliberation, a motion was duly made and seconded, and the resolutions attached hereto as Exhibit A were unanimously approved.

**GENERAL**

RESOLVED, that any and all acts taken and any and all agreements or other instruments executed on behalf of the Company by any officer or officers of the Company prior to the execution hereof with regard to any of the transactions or agreements authorized or approved by any or all of the foregoing resolutions are ratified, confirmed, adopted and approved.

RESOLVED FURTHER, that the officers of the Company be, and hereby are, authorized and directed to execute all documents and to take such action as they may deem necessary or advisable in order to carry out the purposes of these resolutions and other business of the Company.

There being no further business to come before the meeting, on motion duly made and seconded, the meeting was adjourned at approximately 5:55 p.m.



Bradford A. Tobin, Secretary

Exhibit A

**PROPOSED RESOLUTIONS BY THE BOARD OF DIRECTORS OF  
MAIDSTONE INSURANCE COMPANY**

WHEREAS, the Company was notified by letter dated March 18, 2019 from the Acting Superintendent (the "Superintendent") of the New York State Department of Financial Services (the "Department") of the impairment of the Company's minimum surplus to policyholders and the possibility that the Superintendent would proceed against the Company pursuant to the provisions of Article 74 of the New York Insurance Law ("Article 74") if the impairment was not rectified.

WHEREAS, the Company has acted diligently and in good faith to develop with the Department and implement a plan to rectify such impairment, including by identifying the steps to be taken to comply with Section 1310(a) of the New York Insurance Law.

WHEREAS, due to the declining financial condition of the Company, after consultation with the Department, the Company has concluded that neither the plan proposed by the Company nor any changes to it will be able to rectify such impairment; and

WHEREAS, the Department has therefore requested that the Company consent to an order of liquidation pursuant to Article 74, and the Company is willing to so consent;

NOW, THEREFORE, IT IS HEREBY

RESOLVED, that the Company hereby consents to the entry of order of liquidation pursuant to Article 74.

FURTHER RESOLVED, that the officers of the Company are, and each of them acting singly is, hereby authorized and instructed, for and on behalf of the Company, to take or to cause to be taken any and all actions as such officers may deem necessary or advisable to carry out and perform the obligations of the Company in relation to the foregoing resolutions and to carry out the purposes and intent of the foregoing resolutions, including but not limited to executing and delivering to the Department an affidavit consenting to the entry of an order for liquidation of the Company.

**EXHIBIT 3**

[Other Orders of Liquidation]

FILED: QUEENS COUNTY CLERK 07/25/2017 09:38 AM

INDEX NO. 703264/2017

NYSCEF DOC. NO. 60

35ROCK GWFAK -&gt; 3123230-161

RECEIVED NYSCEF: 07/25/2017

At IAS Part 39 of the Supreme Court  
of the State of New York, County of  
Queens, at the courthouse located at  
25-10 Court Square, Long Island  
City, New York, on the 12 day of  
July, 2017.

PRESENT:

HON. LESLIE J. PURIFICACION, J.S.C.

In the Matter of

Index No. 703264/2017

the Application of

ORDER OF LIQUIDATION

Maria T. Vullo, Superintendent of Financial  
Services of the State of New York, for an order to take  
possession and liquidate the business and affairs of

FIDUCIARY INSURANCE COMPANY OF AMERICA

**FILED**  
JUL 25 2017  
COUNTY CLERK  
QUEENS COUNTY

Maria T. Vullo, Superintendent of Financial Services of the State of New York  
("Superintendent"), having moved this Court by order to show cause ("Order to Show Cause")  
for an order appointing the Superintendent and her successors in office as liquidator  
("Liquidator") of Fiduciary Insurance Company of America ("Fiduciary") and directing the  
Liquidator to take possession of the property of Fiduciary and to liquidate its business and  
affairs, and upon reading and filing the petition of the Superintendent, duly verified on February  
24, 2017 (the "Petition"), the affidavit of Marc Allen, sworn to on February 16, 2017, and the  
exhibits and schedules annexed thereto, this Court finds that:

1. Fiduciary is insolvent within the meaning of Section 1309(a) of the New York  
Insurance Law ("Insurance Law"); and
2. Fiduciary should be placed into liquidation under Insurance Law Article 7a  
because: (i) its board of directors and shareholders unanimously consented to the entry of an



FILED: QUEENS COUNTY CLERK 07/25/2017 09:38 AM

INDEX NO. 703264/2017

NYSCEF DOC. NO. 60

ASBOCA-GWPAK 2123130461

RECEIVED NYSCEF: 07/25/2017

order of liquidation; (ii) it is insolvent; (iii) it has refused to submit specified reports and other financial information to the Superintendent as required by the Insurance Law; and (iv) permitting Fiduciary to remain in business would be hazardous to policyholders, creditors, and the public at large; and

NOW, on motion of the Honorable Eric T. Schneiderman, Attorney General of the State of New York, it is hereby

ORDERED as follows:

1. The relief requested in the Petition for an order of liquidation ("Order") is granted;
2. The Superintendent and her successors in office are appointed Liquidator of Fiduciary;
3. The Liquidator is directed to take possession of Fiduciary's property and liquidate Fiduciary's business and affairs in accordance with Insurance Law Article 74;
4. The Liquidator is vested with all powers and authority expressed or implied under Insurance Law Article 74, in addition to the powers and authority set forth in this Order and with title to Fiduciary's property, contracts, rights of action and all of its books and records, wherever located, as of the date of entry of this Order;
5. The Liquidator may deal with the property and business of Fiduciary in Fiduciary's name or in the name of the Liquidator;
6. All persons are permanently enjoined and restrained, except as authorized by the Liquidator, from transacting Fiduciary's business (including the issuance of insurance policies) or from the waste or disposition of Fiduciary's property;
7. All parties are permanently enjoined and restrained from interfering with the Liquidator or this proceeding, obtaining any preferences, judgments, attachments or other liens, making any levy against Fiduciary, its assets or any part thereof and commencing or prosecuting any actions or proceedings against the Superintendent as Liquidator of Fiduciary, the New York Liquidation Bureau, or their present or former employees, attorneys or agents, relating to this proceeding or the discharge of their duties under Insurance Law Articles 74 and 76 in relation thereto;
8. All parties to actions, lawsuits, and special or other proceedings in which Fiduciary's policyholders or insureds are a party or are obligated to defend a party



S IO 7

35EDCA-GWPAK - 2133330461

Page 17 of 30

15. All claims against Fiduciary, including all evidence to establish the existence of an actual loss under a policy, must be presented to the Liquidator by the date that is one year after the Cancellation Date (the "Bar Date"), except that the Bar Date shall not apply to the Liquidator's claims for administrative expenses or to claims for reimbursement submitted by the Security Funds (as defined in the accompanying Petition);
16. The Liquidator is authorized, in her discretion, to refrain from adjudicating some or all claims falling into Classes three through nine (N.Y. Ins. Law § 7434(a)(1)(iii)-(ix)) unless and until she believes, exercising her discretion, that adjudication of such claims would be in the best interests of the estate;
17. Immunity is extended to the Superintendent in her capacity as Liquidator of Fiduciary, her successors in office, the New York Liquidation Bureau, and their agents and employees, for any cause of action of any nature against them, individually or jointly, for any act or omission when acting in good faith in accordance with the orders of this Court, or in the performance of their duties pursuant to Insurance Law Article 74;
18. Any distribution of assets shall be in accordance with the priorities set forth in Insurance Law Article 74;
19. The Liquidator may at any time make further application to this Court for such further and different relief as she sees fit;
20. The Liquidator shall serve a copy of this Order upon: John J. Hession, Executive Vice-President and General Counsel, Fiduciary Insurance Company of America, 45-07 Davis Street, 3<sup>rd</sup> Floor, Long Island City, New York 11101, by overnight delivery or by certified mail;
21. The Liquidator shall provide notice of this Order to the holders of the Remaining Policies (as defined in the accompanying Petition) by: (i) by first-class mail to the holders of the Remaining Policies within 30 days of entry of this Order; (ii) publication of notice of this Order, in a form substantially similar to the one attached hereto as Annex A, in the *New York Post* once a week for two consecutive weeks, commencing within 30 days of entry of this Order; and (iii) posting this Order on the Internet web page maintained by the New York Liquidation Bureau at <http://www.nylb.org> within 15 days of entry of this Order;
22. This Court shall retain jurisdiction over this matter for all purposes;

FILED: QUEENS COUNTY CLERK 07/25/2017 09:38 AM

NYSCEF DOC. NO. 60

25H0CA-GWPAX -> 3123310461

INDEX NO. 703264/2017

RECEIVED NYSCEF: 07/25/2017

23. The caption for this proceeding is hereby amended as follows:

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
In the Matter of

the Liquidation of

FIDUCIARY INSURANCE COMPANY OF AMERICA  
-----X

24. All further papers in this proceeding shall bear the above amended caption.

ENTER

JUL 12 2017  
\_\_\_\_\_  
J.S.C.

HON. LEBUE J. PURIFICATION

FILED  
JUL 25 2017  
COUNTY CLERK  
QUEENS COUNTY

FILED: NEW YORK COUNTY CLERK 12/28/2016 10:41 AM

INDEX NO. 452041/2016

NYSCEF DOC. NO. 10

RECEIVED NYSCEF: 12/28/2016

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

PRESENT: JOAN M. KENNEY  
J.S.C. Justice

PART 8Vullo, MARIA T.INDEX NO. 452041-16American Medical AND Life  
Insurance Company

MOTION DATE \_\_\_\_\_

MOTION SEQ. NO. 001The following papers, numbered 1 to 10, were read on this motion to/for \_\_\_\_\_Notice of Motion/Order to Show Cause → Affidavits → ExhibitsNo(s). 1-10

Answering Affidavits — Exhibits \_\_\_\_\_

No(s). \_\_\_\_\_

Repeating Affidavits \_\_\_\_\_

No(s). \_\_\_\_\_

Upon the foregoing papers, it is ordered that ~~the motion is~~ the relief sought in the Petition  
is granted in its entirety. The motion is granted as per  
the terms of the attached Order.

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE  
FOR THE FOLLOWING REASON(S):

Dated: 12/21/16

Joan M. Kenney J.S.C.  
JOAN M. KENNEY  
J.S.C.

1. CHECK ONE: ..... ☒ CASE DISPOSED ☐ NON-FINAL DISPOSITION
2. CHECK AS APPROPRIATE: ..... MOTION IS: ☐ GRANTED ☐ DENIED ☐ GRANTED IN PART ☐ OTHER
3. CHECK IF APPROPRIATE: ..... ☐ SETTLE ORDER ☐ SUBMIT ORDER
- ☐ DO NOT POST ☐ FIDUCIARY APPOINTMENT ☐ REFERENCE

At IAS Part 8 of the Supreme Court of the State of New York, County of New York, at the courthouse located at 71 Thomas Street, New York City, New York, on the 21<sup>st</sup> day of December, 2016.

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

-----X  
In the Matter of

Index No. 452041/2016

the Application of

**ORDER**

Maria T. Vullo, Superintendent of Financial Services of the State of New York, for an order to take possession and liquidate the business and affairs of

AMERICAN MEDICAL AND LIFE  
INSURANCE COMPANY.  
-----X

Maria T. Vullo, Superintendent of Financial Services of the State of New York ("Superintendent"), having moved this Court by order to show cause ("Order to Show Cause") for an order placing American Medical and Life Insurance Company ("AMLI") into liquidation, appointing the Superintendent and her successors in office as liquidator ("Liquidator") of AMLI, and directing the Liquidator to take possession of the property of AMLI and to liquidate its business and affairs, and upon reading and filing the petition of the Superintendent, duly verified on October 14, 2016 (the "Petition"), the affidavit of James Regalbuto, sworn to on October 14, 2016, and the exhibits and schedules annexed thereto, this Court finds that:

1. AMLI is insolvent within the meaning of New York Insurance Law ("Insurance Law") § 1309(a); and

2. AMLI should be placed into liquidation under Insurance Law Article 74 because:

(i) AMLI's board of directors unanimously consented to the entry of an order of liquidation; (ii) AMLI is insolvent; and (iii) AMLI has been found, after examination, to be in such condition that its further transaction of business will be hazardous to its policyholders, creditors or the public.

NOW, on motion of the Honorable Eric T. Schneiderman, Attorney General of the State of New York, it is hereby

ORDERED as follows:

1. The relief requested in the Petition for an order of liquidation ("Order") is granted;
2. The Superintendent and her successors in office are appointed Liquidator of AMLI;
3. The Liquidator is directed to take possession of AMLI's property and liquidate AMLI's business and affairs in accordance with Insurance Law Article 74;
4. The Liquidator is vested with all powers and authority expressed or implied under Insurance Law Article 74, in addition to the powers and authority set forth in this Order and with title to AMLI's property, contracts, rights of action, and all of its books and records, wherever located, as of the date of entry of this Order;
5. The Liquidator may deal with the property and business of AMLI in AMLI's name or in the name of the Liquidator;
6. All persons and entities are permanently enjoined and restrained from wasting the assets of AMLI, and are permanently enjoined and restrained, except as authorized by the Liquidator, from transacting AMLI's business or disposing of AMLI's property;
7. All persons and entities are permanently enjoined and restrained from interfering with the Liquidator or this proceeding, obtaining any preferences, judgments, attachments or other liens, making any levy against AMLI, its assets or any part thereof, and commencing or prosecuting any actions or proceedings against the Liquidator, AMLI, the New York Liquidation Bureau, or their present or former employees, attorneys or agents, relating to this proceeding or the discharge of their duties under Insurance Law Article 74 in relation thereto;

8. The Liquidator is vested with all rights in AMLI's contracts and agreements, however described, and is permitted to, in her discretion, reject any executory contracts to which AMLI is a party, in which case all liability under such contracts or agreements shall cease and be fixed as of the date of rejection;
9. Any bank, savings and loan association, other financial institution, or any other entity or person, that has on deposit or in its possession, custody, or control any of AMLI's funds, accounts (including escrow accounts), or assets shall immediately, upon the Liquidator's request and direction: (a) turn over custody and control of such funds, accounts or assets to the Liquidator; (b) transfer title of such funds, accounts or assets to the Liquidator; (c) change the name of such accounts to the name of the Liquidator; (d) transfer funds from such bank, savings and loan association or other financial institution; and (e) take any other action reasonably necessary for the proper conduct of the liquidation proceeding;
10. All persons or entities having property, papers (including attorney work product and documents held by attorneys), and/or information, including, but not limited to, insurance policies, underwriting data, reinsurance policies, claims files (electronic or paper), software programs, and/or bank records owned by, belonging to, or relating to AMLI shall preserve such property and/or information and immediately, upon the Liquidator's request and direction, assign, transfer, turn over, and deliver such property and/or information to the Liquidator;
11. The Liquidator is authorized, permitted, and allowed to sell, assign, or transfer any and all stocks, bonds, or other securities at the best price reasonably obtainable at such times and upon such terms and conditions as, in her discretion, she deems to be in the best interest of the creditors of AMLI, and is further authorized to take such steps and to make and execute such agreements and other papers as may be necessary to effect and carry out such sales, transfers, and assignments, without the further approval of this Court;
12. All existing insurance policies of AMLI will be cancelled as of 12:01 a.m. local time on the date that is 180 days after the entry of this Order;
13. The date that is nine months after the entry of this Order is established as the bar date by which all claims by any claimant against AMLI or its insureds (other than the Liquidator's claim or the claims of the Life Insurance Guaranty Corporation of New York, including those described in Insurance Law Section 7713(d), for administrative expenses (collectively, "Administrative Claims")), and all supporting documentation evidencing such claims, must actually be received by the Liquidator (the "Bar Date"), and all claims and supporting documentation served upon the Liquidator after the Bar Date are time-barred;
14. The Liquidator is authorized, in her discretion, to refrain from adjudicating claims other than Administrative Claims or policyholder claims unless and until (a) she reasonably believes that adjudication of such claims would be in the best interests



of the estate; or (b) it is certain that the AMLI estate will have sufficient assets to pay claims of such class;

15. Immunity is extended to the Superintendent in her capacity as Liquidator of AMLI, her successors in office, the New York Liquidation Bureau, and their agents and employees, for any cause of action of any nature against them, individually or jointly, for any act or omission when acting in good faith, in accordance with the orders of this Court, or in the performance of their duties pursuant to Insurance Law Article 74;
16. The Liquidator may at any time make further application to this Court for such further and different relief as she sees fit;
17. The Liquidator shall serve a copy of this Order by overnight delivery upon: (a) Sydney Tucker Taylor, President, American Medical and Life Insurance Company, 299 Park Avenue, 6<sup>th</sup> Floor, New York, New York 10171; (b) each policyholder as shown on AMLI's books and records under AMLI policies that, to the best of the Liquidator's knowledge, remain in force as of the date of entry of this Order; and (c) any person or entity who or that timely filed and served papers in opposition to the relief sought;
18. The Liquidator shall provide notice of this Order to all creditors, claimants, and interested persons by: (i) publication of notice of this Order, in a form substantially similar to the one attached hereto as Annex A, in *Insurance Advocate*, for two consecutive publication periods, commencing within 30 days of entry of this Order; and (ii) posting this Order on the Internet web page maintained by the New York Liquidation Bureau at <http://www.nylb.org> within 15 days after the entry of this Order;
19. This Court shall retain jurisdiction over this matter for all purposes;
20. The caption for this proceeding is hereby amended as follows:

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

-----X  
In the Matter of

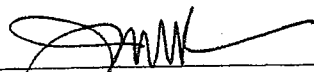
the Liquidation of

AMERICAN MEDICAL AND LIFE  
INSURANCE COMPANY.  
-----X

21. All further papers in this proceeding shall bear the above amended caption.

ENTER

12/21/16

  
\_\_\_\_\_  
J.S.C.

**ANNEX A**

[Form of Notice of Liquidation Order]

NEW YORK LIQUIDATION BUREAU  
110 WILLIAM STREET  
NEW YORK, NEW YORK 10038  
(212) 341-6400

To all persons or entities interested in the affairs of  
AMERICAN MEDICAL AND LIFE INSURANCE COMPANY

Notice is Hereby Given:

Maria T. Vullo, Superintendent of Financial Services of the State of New York ("Superintendent"), has been appointed by an order (the "Order") of the Supreme Court of the State of New York, County of New York ("Court"), entered on \_\_\_\_\_, 2016, as the liquidator (the "Liquidator") of American Medical and Life Insurance Company ("AMLI") and, as such, has been: (i) directed to take possession of AMLI's property and liquidate AMLI's business and affairs in accordance with New York Insurance Law ("Insurance Law") Article 74; and (ii) vested with all powers and authority expressed or implied under Insurance Law Article 74, in addition to the powers and authority set forth in the Order and with title to AMLI's property, contracts, rights of action, and all of its books and records, wherever located, as of the date of entry of the Order. The Liquidator has, pursuant to Insurance Law Article 74, appointed David Axinn, Special Deputy Superintendent (the "Special Deputy"), as her agent to carry out her duties as Liquidator. The Special Deputy carries out his duties through the New York Liquidation Bureau ("Bureau"), 110 William Street, New York, New York 10038. The Order provides that:

- I. The Liquidator is permitted to deal with the property and business of AMLI in AMLI's name or in the name of the Liquidator;
- II. All persons and entities are permanently enjoined and restrained from wasting the assets of AMLI, and all persons are permanently enjoined and restrained, except as authorized by the Liquidator, from transacting AMLI's business or disposing of AMLI's property;
- III. All persons and entities are permanently enjoined and restrained from interfering with the Liquidator or the proceeding, obtaining any preferences, judgments, attachments, or other liens, making any levy against AMLI, its assets or any part thereof, and commencing or prosecuting any actions or proceedings against the Liquidator, AMLI, or the New York Liquidation Bureau, or their present or former employees, attorneys or agents, relating to the proceeding or the discharge of their duties under Insurance Law Article 74 in relation thereto;
- IV. The Liquidator is vested with all rights in AMLI's contracts and agreements, however described, and the Liquidator is permitted to, in her discretion, reject any executory contracts to which AMLI is a party, in which case all liability under such contracts or agreements shall cease and be fixed as of the date of rejection;
- V. Any bank, savings and loan association, other financial institution, or any other entity or person, that has on deposit or in its possession, custody, or control any of AMLI's funds, accounts (including escrow accounts), or assets shall immediately, upon the Liquidator's request and direction: (a) turn over custody and control of such funds, accounts or assets to the Liquidator; (b) transfer title of such funds, accounts or assets to the Liquidator; (c) change the name of such accounts to the name of the Liquidator; (d) transfer funds from such bank, savings and loan association or other financial institution; and (e) take any other action reasonably necessary for the proper conduct of the liquidation proceeding;

- VI. All persons or entities having property, papers (including attorney work product and documents held by attorneys) and/or information, including, but not limited to, insurance policies, underwriting data, reinsurance policies, claims files (electronic or paper), software programs and/or bank records owned by, belonging to or relating to AMLI shall preserve such property and/or information and immediately, upon the Liquidator's request and direction, assign, transfer, turn over and deliver such property and/or information to the Liquidator;
- VII. The Liquidator is authorized, permitted, and allowed to sell, assign or transfer any and all stocks, bonds, or other securities at the best price reasonably obtainable at such times and upon such terms and conditions as, in her discretion, she deems to be in the best interest of the creditors of AMLI, and is further authorized to take such steps and to make and execute such agreements and other papers as may be necessary to effect and carry out such sales, transfers and assignments, without the further approval of the Court;
- VIII. All existing insurance policies of AMLI will be cancelled as of 12:01 a.m. local time on the date that is 180 days after the entry of the Order;
- IX. The date that is nine months after the entry of the Order is established as the bar date by which all claims by any claimant against AMLI or its insureds (other than the Liquidator's claim or the claims of the Life Insurance Guaranty Corporation of New York, including those described in Insurance Law Section 7713(d), for administrative expenses (collectively, "Administrative Claims")), and all supporting documentation evidencing such claims, must actually be received by the Liquidator (the "Bar Date"), and all claims and supporting documentation served upon the Liquidator after the Bar Date are time-barred;
- X. The Liquidator is authorized, in her discretion, to refrain from adjudicating claims of any class other than Administrative Claims or policyholder claims unless and until (a) she reasonably believes that adjudication of such claims would be in the best interests of the estate or (b) it is certain that the AMLI estate will have sufficient assets to pay claims of such class;
- XI. Immunity is extended to the Superintendent in her capacity as Liquidator of AMLI, her successors in office, the New York Liquidation Bureau, and their agents and employees, for any cause of action of any nature against them, individually or jointly, for any act or omission when acting in good faith, in accordance with the orders of the Court, or in the performance of their duties pursuant to Insurance Law Article 74;
- XII. AMLI is insolvent within the meaning of Insurance Law § 1309(a);
- XIII. The Liquidator may at any time make further application to the Court for such further and different relief as she sees fit;
- XIV. The Court shall retain jurisdiction over this matter for all purposes.
- XV. All communications relating to AMLI and to the liquidation proceeding thereof should be addressed to:

New York Liquidation Bureau  
110 William Street, 15<sup>th</sup> Floor  
Attention: General Counsel

New York, New York 10038  
(212) 341-6400

A copy of the Order may be viewed at <http://www.nylb.org>. To the extent there are any discrepancies between this notice and the Order, then the verbiage of the Order controls.

MARIA T. VULLO  
Superintendent of Financial Services of  
the State of New York as Liquidator of  
American Medical and Life Insurance  
Company

DAVID AXINN  
Special Deputy Superintendent  
and Agent of the Liquidator

FILED: NEW YORK COUNTY CLERK 01/29/2015 12:02 PM

INDEX NO. 160307/2014

NYSCEF DOC. NO. 17

RECEIVED NYSCEF: 01/29/2015

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

PRESENT: BANNON  
Justice

PART 42

BENJAMIN M. LAWSKY

INDEX NO. 160307/14

EVEREADY INSURANCE COMPANY

MOTION DATE \_\_\_\_\_

MOTION SEQ. NO. 01

The following papers, numbered 1 to \_\_\_\_\_, were read on this motion to/for \_\_\_\_\_

Notice of Motion/Order to Show Cause — Affidavits — Exhibits \_\_\_\_\_ No(s). \_\_\_\_\_

Answering Affidavits — Exhibits \_\_\_\_\_ No(s). \_\_\_\_\_

Replying Affidavits \_\_\_\_\_ No(s). \_\_\_\_\_

Upon the foregoing papers, it is ordered that this motion is granted per the attached Order.

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE  
FOR THE FOLLOWING REASON(S):

Dated: 12/3/14

Nancy M. Bannon, J.S.C.  
HON. NANCY M. BANNON

1. CHECK ONE: ..... ☐ CASE DISPOSED ☒ NON-FINAL DISPOSITION
2. CHECK AS APPROPRIATE: ..... MOTION IS: ☐ GRANTED ☐ DENIED ☒ GRANTED IN PART ☐ OTHER
3. CHECK IF APPROPRIATE: ..... ☐ SETTLE ORDER ☐ SUBMIT ORDER
- ☐ DO NOT POST ☐ FIDUCIARY APPOINTMENT ☐ REFERENCE

At IAS Part 42 of the Supreme Court  
of the State of New York, County of  
New York, at the courthouse located  
at 111 Centre Street, New York City,  
New York, on the 30 day of  
December, 2014.

P R E S E N T:

HON. NANCY M. BANNON, J.S.C.  
-----X

In the Matter of

Index No. 160307/2014

the Application of

**ORDER OF LIQUIDATION**

Benjamin M. Lawsky, Superintendent of Financial  
Services of the State of New York, for an order to take  
possession and liquidate the business and affairs of

EVEREADY INSURANCE COMPANY.  
-----X

Benjamin M. Lawsky, Superintendent of Financial Services of the State of New York  
("Superintendent"), having moved this Court by order to show cause ("Order to Show Cause")  
for an order appointing the Superintendent and his successors in office as liquidator  
("Liquidator") of Eveready Insurance Company ("Eveready") and directing the Liquidator to  
take possession of the property of Eveready and to liquidate its business and affairs, and upon  
reading and filing the petition of the Superintendent, duly verified on October 9, 2014, the  
affidavit of James Davis, sworn to on October 8, 2014, and the exhibits annexed thereto, this  
Court finds that:

1. Eveready was incorporated in the State of New York on or about August 8, 1963  
and commenced business on May 1, 1965;

2. Eveready is licensed to transact the business of insurance in accordance with  
paragraphs (13) (Personal Injury Liability), (14) (Property Damage Liability), and (19) (Motor



Vehicle and Aircraft Physical Damage) of Section 1113(a) of the New York Insurance Law ("Insurance Law") and is licensed to transact the business of insurance only in the State of New York. Eveready writes primarily private-passenger auto liability and physical damage insurance, plus a small amount of commercial auto insurance in downstate New York;

3. Eveready's statutory office is located at 59 Maiden Lane, New York City, New York 10038-4502;

4. Eveready is insolvent;

5. On July 7, 2014, Eveready's Board of Directors unanimously passed a written consent for the entry of an order of liquidation pursuant to Insurance Law Article 74;

6. Eveready is subject to the Insurance Law and, in particular, to Article 74 thereof; and

7. It is in the best interest of all persons concerned that, based upon Article 74 of the Insurance Law, the Superintendent should be appointed Liquidator and directed to take possession of the property of Eveready, to liquidate its business and affairs, and be vested with title to all of Eveready's property, contracts and rights of action; and

NOW, on motion of the Honorable Eric T. Schneiderman, Attorney General of the State of New York, it is hereby

ORDERED as follows:

1. The relief requested in the petition for an order of liquidation ("Order") is granted;
2. The Superintendent and his successors in office are appointed Liquidator of Eveready;
3. The Liquidator is directed to take possession of Eveready's property and liquidate Eveready's business and affairs in accordance with Insurance Law Article 74;

4. The Liquidator is vested with all powers and authority expressed or implied under Insurance Law Article 74, in addition to the powers and authority set forth in this Order and with title to Eveready's property, contracts, rights of action and all of its books and records, wherever located, as of the date of entry of this Order;
5. The Liquidator may deal with the property and business of Eveready in Eveready's name or in the name of the Liquidator;
6. All persons are permanently enjoined and restrained from wasting the assets of Eveready, and are permanently enjoined and restrained, except as authorized by the Liquidator, from transacting Eveready's business (including the issuance of insurance policies) or disposing of Eveready's property;
7. All parties are permanently enjoined and restrained from interfering with the Liquidator or this proceeding, obtaining any preferences, judgments, attachments or other liens, making any levy against Eveready, its assets or any part thereof, and commencing or prosecuting any actions or proceedings against the Liquidator, Eveready, or the New York Liquidation Bureau, or their present or former employees, attorneys or agents, relating to this proceeding or the discharge of their duties under Article 74 in relation thereto;
8. All parties to actions, lawsuits, and special or other proceedings (other than those brought by Eveready) in which Eveready, its policyholders or insureds are a party or obligated to defend a party or provide a defense of any matter insured pursuant to an insurance policy, bond, contract or otherwise, are enjoined and restrained from proceeding with any discovery, court proceedings or other litigation tasks or procedures, including, but not limited to, conferences, trials, applications for judgment or proceedings on settlement or judgment, for a period of 180 days from the date of entry of this Order;
9. All persons who have first party policyholder loss claims are enjoined and restrained from presenting and filing claims with the Liquidator for a period of 90 days from the date of entry of this Order;
10. The Liquidator is vested with all rights in Eveready's contracts and agreements, however described, and is permitted to, in his discretion, reject any executory contracts to which Eveready is a party, in which case all liability under such contracts or agreements shall cease and be fixed as of the date of rejection;
11. Any bank, savings and loan association, other financial institution or any other entity or person, that has on deposit or in its possession, custody or control any of Eveready's funds, accounts (including escrow accounts) or assets shall immediately, upon the Liquidator's request and direction: (a) turn over custody and control of such funds, accounts or assets to the Liquidator; (b) transfer title of such funds, accounts or assets to the Liquidator; (c) change the name of such accounts to the name of the Liquidator; (d) transfer funds from such bank, savings

and loan association or other financial institution; and/or (e) take any other action reasonably necessary for the proper conduct of the liquidation proceeding;

12. All persons or entities having property, papers (including attorney work product and documents held by attorneys) and/or information, including, but not limited to, insurance policies, underwriting data, reinsurance policies, claims files (electronic or paper), software programs and/or bank records owned by, belonging to or relating to Eveready shall preserve such property and/or information and immediately, upon the Liquidator's request and direction, assign, transfer, turn over and deliver such property and/or information to the Liquidator;
13. The Liquidator is authorized, permitted and allowed to sell, assign or transfer any and all stocks, bonds, or other securities at the best price reasonably obtainable at such times and upon such terms and conditions as, in his discretion, he deems to be in the best interest of the creditors of Eveready, and is further authorized to take such steps and to make and execute such agreements and other papers as may be necessary to effect and carry out such sales, transfers and assignments, without the further approval of this Court;
14. ALL EXISTING INSURANCE POLICIES OF EVEREADY WILL BE CANCELLED AT THE EARLIEST OF: (A) 30 DAYS FROM THE GIVING OF NOTICE OF SUCH CANCELLATION BY EVEREADY, IF SUCH NOTICE IS REQUIRED BY AN INSURANCE POLICY OR APPLICABLE LAW; (B) THE STATED EXPIRATION OR TERMINATION DATE AND TIME OF THE INSURANCE POLICY; (C) THE EFFECTIVE DATE AND TIME OF A REPLACEMENT INSURANCE POLICY OF THE SAME TYPE ISSUED BY ANOTHER INSURER REGARDLESS OF WHETHER THE COVERAGE IS IDENTICAL COVERAGE; (D) THE EFFECTIVE DATE AND TIME THAT THE EVEREADY INSURANCE POLICY OBLIGATION IS TRANSFERRED TO ANOTHER INSURER OR ENTITY AUTHORIZED BY LAW TO ASSUME SUCH OBLIGATION; OR (E) 12:01 A.M. LOCAL TIME ON THE DATE THAT IS 30 DAYS AFTER THE ENTRY OF THIS ORDER;
15. The date that is one year after the entry of this Order is established as the bar date by which all claims by any claimant against Eveready or its insureds, other than the Liquidator's claim for administrative expenses, must be actually be received by the Liquidator, including all evidence supporting the liquidation of such claims;
16. The Liquidator is authorized, in his discretion, to refrain from adjudicating some or all claims falling into Classes three through nine (N.Y. Ins. Law Sec. 7434(a)(1)(iii)-(ix)) unless and until he reasonably believes that adjudication of such claims would be in the best interests of the estate;
17. Immunity is extended to the Superintendent and his successors in office in his capacity as Liquidator of Eveready, the New York Liquidation Bureau, and their

agents and employees, for any cause of action of any nature against them, individually or jointly, for any act or omission when acting in good faith, in accordance with the orders of this Court, or in the performance of their duties pursuant to Insurance Law Article 74;

18. Eveready is insolvent;
19. Any distribution of assets shall be in accordance with the priorities set forth in Insurance Law Article 74;
20. In accordance with Insurance Law Section 7432(b), all claims against Eveready must be presented to the Liquidator within four months of the date of entry of this Order;
21. The Liquidator may at any time make further application to this Court for such further and different relief as he sees fit;
22. The Liquidator shall serve a copy of this Order upon: Marc Wollerstein, President, Eveready Insurance Company, 59 Maiden Lane, New York, New York 10038-4502, by overnight delivery or by certified mail;
23. The Liquidator shall provide notice of this Order to all creditors, claimants and interested persons by: (i) publication of notice of this Order, in a form substantially similar to the one attached hereto as Exhibit A, in the *New York Daily News*, once a week for two consecutive publication periods, commencing within 30 days of entry of this Order; and (ii) posting this Order on the Internet web page maintained by the New York Liquidation Bureau at <http://www.nylb.org> within 15 days after the entry of this Order;
24. Such notice shall inform all creditors, claimants and other interested persons that this Order has been entered;
25. The notice prescribed in paragraph 23 above is sufficient notice to all persons interested in Eveready;
26. This Court shall retain jurisdiction over this matter for all purposes;

27. The caption for this proceeding is hereby amended as follows:

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

-----X

In the Matter of

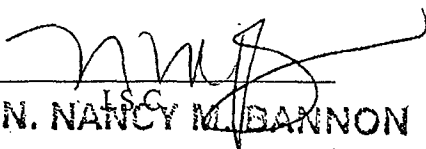
the Liquidation of

EVEREADY INSURANCE COMPANY.

-----X

28. All further papers in this proceeding shall bear the above amended caption.

ENTER

  
HON. NANCY M. BANNON  
J.S.C.

**EXHIBIT A**

[Form of Notice]

NEW YORK LIQUIDATION BUREAU  
110 WILLIAM STREET  
NEW YORK, NEW YORK 10038  
(212) 341-6400

To all persons or entities interested in the affairs of  
EVEREADY INSURANCE COMPANY

Notice is Hereby Given:

Benjamin M. Lawskey, Superintendent of Financial Services of the State of New York ("Superintendent"), has been appointed by an order (the "Order") of the Supreme Court of the State of New York, County of New York ("Court"), entered \_\_\_\_\_, 2014, as the liquidator (the "Liquidator") of Eveready Insurance Company ("Eveready") and, as such, has been: (i) directed to take possession of Eveready's property and liquidate Eveready's business and affairs in accordance with New York Insurance Law ("Insurance Law") Article 74; and (ii) vested with all powers and authority expressed or implied under Insurance Law Article 74, in addition to the powers and authority set forth in the Order and with title to Eveready's property, contracts, rights of action and all of its books and records, wherever located, as of the date of entry of the Order. The Liquidator has, pursuant to Insurance Law Article 74, appointed Scott D. Fischer, Acting Special Deputy Superintendent (the "Acting Special Deputy"), as his agent to carry out his duties as Liquidator. The Acting Special Deputy carries out his duties through the New York Liquidation Bureau ("Bureau"), 110 William Street, New York, New York 10038. The Order provides:

- I. The Liquidator is permitted to deal with the property and business of Eveready in Eveready's name or in the name of the Liquidator;
- II. All persons are permanently enjoined and restrained from wasting the assets of Eveready, and all persons are permanently enjoined and restrained, except as authorized by the Liquidator, from transacting Eveready's business (including the issuance of insurance policies) or disposing of Eveready's property;
- III. All parties are permanently enjoined and restrained from interfering with the Liquidator or the proceeding, obtaining any preferences, judgments, attachments or other liens, making any levy against Eveready, its assets or any part thereof, and commencing or prosecuting any actions or proceedings against the Liquidator, Eveready, or the New York Liquidation Bureau, or their present or former employees, attorneys or agents, relating to the proceeding or the discharge of their duties under Article 74 in relation thereto;
- IV. All parties to actions, lawsuits, and special or other proceedings (other than those brought by Eveready) in which Eveready, its policyholders or insureds are a party or obligated to defend a party or provide a defense of any matter insured pursuant to an insurance policy, bond, contract or otherwise, are enjoined and restrained from proceeding with any discovery, court proceedings or other litigation tasks or procedures, including, but not limited to, conferences, trials, applications for judgment or proceedings on settlement or judgment, for a period of 180 days from the date of entry of an order of liquidation;
- V. All persons who have first party policyholder loss claims are enjoined and restrained from presenting and filing claims with the Liquidator for a period of 90 days from the date of entry of an order of liquidation;
- VI. The Liquidator is vested with all rights in Eveready's contracts and agreements, however described and permitting the Liquidator to, in his discretion, reject any executory contracts to which Eveready is a party, in which case all liability under such contracts or agreements shall cease and be fixed as of the date of rejection;

- VII. Any bank, savings and loan association, other financial institution or any other entity or person, that has on deposit or in its possession, custody or control any of Eveready's funds, accounts (including escrow accounts) or assets shall immediately, upon the Liquidator's request and direction: (a) turn over custody and control of such funds, accounts or assets to the Liquidator; (b) transfer title of such funds, accounts or assets to the Liquidator; (c) change the name of such accounts to the name of the Liquidator; (d) transfer funds from such bank, savings and loan association or other financial institution; and/or (e) take any other action reasonably necessary for the proper conduct of the liquidation proceeding;
- VIII. All persons or entities having property, papers (including attorney work product and documents held by attorneys) and/or information, including, but not limited to, insurance policies, underwriting data, reinsurance policies, claims files (electronic or paper), software programs and/or bank records owned by, belonging to or relating to Eveready shall preserve such property and/or information and immediately, upon the Liquidator's request and direction, assign, transfer, turn over and deliver such property and/or information to the Liquidator;
- IX. The Liquidator is authorized, permitted and allowed to sell, assign or transfer any and all stocks, bonds, or other securities at the best price reasonably obtainable at such times and upon such terms and conditions as, in his discretion, he deems to be in the best interest of the creditors of Eveready, and is further authorized to take such steps and to make and execute such agreements and other papers as may be necessary to effect and carry out such sales, transfers and assignments, without the further approval of the Court;
- X. ALL EXISTING INSURANCE POLICIES OF EVEREADY WILL BE CANCELLED AT THE EARLIEST OF: (A) 30 DAYS FROM THE GIVING OF NOTICE OF SUCH CANCELLATION BY EVEREADY, IF SUCH NOTICE IS REQUIRED BY AN INSURANCE POLICY OR APPLICABLE LAW; (B) THE STATED EXPIRATION OR TERMINATION DATE AND TIME OF THE INSURANCE POLICY; (C) THE EFFECTIVE DATE AND TIME OF A REPLACEMENT INSURANCE POLICY OF THE SAME TYPE ISSUED BY ANOTHER INSURER REGARDLESS OF WHETHER THE COVERAGE IS IDENTICAL COVERAGE; (D) THE EFFECTIVE DATE AND TIME THAT THE EVEREADY INSURANCE POLICY OBLIGATION IS TRANSFERRED TO ANOTHER INSURER OR ENTITY AUTHORIZED BY LAW TO ASSUME SUCH OBLIGATION; OR (E) 12:01 A.M. LOCAL TIME ON THE DATE THAT IS 30 DAYS FROM THE ENTRY OF AN ORDER OF LIQUIDATION OF EVEREADY;
- XI. The date that is one year after the entry of the Order is established as the bar date by which all claims by any claimant against Eveready or its insureds, other than the Liquidator's claim for administrative expenses, must actually be received by the Liquidator, including all evidence supporting the liquidation of such claims;
- XII. The Liquidator is authorized, in his discretion, to refrain from adjudicating some or all claims falling into Classes three through nine (N.Y. Ins. Law Sec. 7434(a)(1)(iii)-(ix)) unless and until he reasonably believes that adjudication of such claims would be in the best interests of the estate;
- XIII. Immunity is extended to the Superintendent in his capacity as Liquidator of Eveready and his successors in office, the New York Liquidation Bureau, and their agents and employees, for any cause of action of any nature against them, individually or jointly, for any act or omission when acting in good faith, in accordance with the orders of the Court, or in the performance of their duties pursuant to Insurance Law Article 74;
- XIV. Eveready is insolvent;



- XV. Any distribution of assets shall be in accordance with the priorities set forth in Insurance Law Article 74;
- XVI. In accordance with Insurance Law Section 7432(b), all claims against Eveready must be presented to the Liquidator within four months of the date of entry of the Order;
- XVII. The Liquidator may at any time make further application to the Court for such further and different relief as he sees fit;
- XVIII. The Court shall retain jurisdiction over this matter for all purposes.
- XIX. All communications relating to Eveready and to the liquidation proceeding thereof should be addressed to:

New York Liquidation Bureau  
110 William Street, 15<sup>th</sup> Floor  
Attention: Acting Special Deputy Superintendent  
New York, New York 10038  
(212) 341-6400

BENJAMIN M. LAWSKY  
Superintendent of Financial Services of  
the State of New York as Liquidator  
of Eveready Insurance Company

SCOTT D. FISCHER  
Acting Special Deputy Superintendent  
and Agent for the Superintendent as  
Liquidator of Eveready Insurance Company

FILED: NEW YORK COUNTY CLERK 12/24/2013

INDEX NO. 452122/2013

NYSCEF DOC. NO. 8

Scanned to New York EF on 12/23/13

RECEIVED NYSCEF: 12/24/2013

## SUPREME COURT OF THE STATE OF NEW YORK — NEW YORK COUNTY

PRESENT:

RAKOWER

Justice

PART

15

LAWSKY, BENJAMIN M.

INDEX NO.

452122/13

MOTION DATE

- v -  
ICM INSURANCE COMPANY

MOTION SEQ. NO.

01

MOTION CAL. NO.

The following papers, numbered 1 to \_\_\_\_\_ were read on this motion to/for \_\_\_\_\_

Notice of Motion/ Order to Show Cause — Affidavits — Exhibits ...

Answering Affidavits — Exhibits \_\_\_\_\_

Replying Affidavits \_\_\_\_\_

## PAPERS NUMBERED

Cross-Motion: ☐ Yes ☐ No

Upon the foregoing papers, it is ordered that this motion

See attached Order.

Dated: 12/23/2013

HON. EILEEN A. RAKOWER  
J.S.C.Check one: ☐ FINAL DISPOSITION ☐ NON-FINAL DISPOSITIONCheck if appropriate: ☐ DO NOT POST ☐ REFERENCEMOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE  
FOR THE FOLLOWING REASON(S):

At IAS Part 15 of the Supreme Court of the State of New York, County of New York, at the courthouse located at \_\_\_\_\_, New York, New York, on the 23 day of December, 2013.

P R E S E N T:

HON. EILEEN A. RAKOWER, J.S.C

In the Matter of

Index No. 452122/13

the Application of

**ORDER OF LIQUIDATION**

Benjamin M. Lawsky, Superintendent of Financial Services of the State of New York, for an order to take possession and liquidate the business and affairs of

ICM INSURANCE COMPANY.

Benjamin M. Lawsky, Superintendent of Financial Services of the State of New York ("Superintendent"), having moved this Court by order to show cause ("Order to Show Cause") for an order appointing the Superintendent and his successors in office as liquidator ("Liquidator") of ICM Insurance Company ("ICM") and directing the Liquidator to take possession of the property of ICM and to liquidate its business and affairs, and upon reading and filing the petition of the Superintendent, duly verified the 21st day of November, 2013, the affidavit of Jean Marie Cho, sworn to on November 21, 2013, and the exhibits annexed thereto, this Court finds that:

1. ICM was incorporated under the laws of the State of New York on or about September 23, 1981;

2. ICM is licensed to transact the business of insurance in accordance with paragraphs (4)–(7), (9), (12)–(14), and (19)–(21) of New York Insurance Law Section 1113(a) (“Insurance Law”);

3. ICM’s principal office, as disclosed in its Quarterly Statement as of March 31, 2013, is located at 521 Fifth Avenue, New York, NY 10175;

4. On September 18, 2013, ICM’s Board of Directors unanimously passed a resolution consenting to the entry of a liquidation order pursuant to Insurance Law Article 74;

5. ICM is insolvent;

6. ICM is subject to the Insurance Law and, particularly, to Article 74 thereof;

7. It is in the best interest of all persons concerned that, based upon Article 74 of the Insurance Law, the Superintendent should be appointed Liquidator and directed to take possession of the property of ICM, to liquidate its business and affairs, and be vested with title to all of ICM’s property, contracts and rights of action; and

NOW, on motion of the Honorable Eric T. Schneiderman, Attorney General of the State of New York, it is hereby

ORDERED as follows:

1. The relief requested in the petition for an order of liquidation (“Order”) is granted and ICM is declared to be insolvent;
2. The Superintendent is appointed Liquidator of ICM and is: (i) vested with all powers and authority expressed or implied under Insurance Law Article 74, in addition to the powers and authority set forth in this Order; (ii) vested with title to ICM’s property, contracts, rights of action and all of its books and records, wherever located, as of the date of entry of this Order; and (iii) directed to liquidate ICM’s business and affairs in accordance with Insurance Law Article 74;
3. The Liquidator may deal with the property and business of ICM in ICM’s name or in the name of the Liquidator;

4. All persons are permanently enjoined and restrained from wasting the assets of ICM and permanently enjoined and restrained, except as authorized by the Liquidator, from disposing of ICM's property;
5. The officers, directors, shareholders, members, depositories, trustees, policyholders, agents, servants, employees, attorneys, managers and affiliates of ICM and all other persons other than the Liquidator and his agents are permanently enjoined and restrained from: (i) transacting ICM's business, except as authorized by the Liquidator; or (ii) interfering with this proceeding or the Liquidator in the possession, control and management of ICM's property or in the discharge of his duties;
6. All persons are permanently enjoined and restrained from commencing or prosecuting any action or proceeding against ICM, the Liquidator or the New York Liquidation Bureau ("Bureau"), or their present or former employees, attorneys or agents with respect to this proceeding or the discharge of their duties under Article 74 in relation thereto;
7. All persons are permanently enjoined and restrained from obtaining any preference, judgment, attachment or other lien, or making any levy against ICM, its assets or any part thereof;
8. All parties to actions, lawsuits, and special or other proceedings (other than those brought by ICM) in which ICM, its policyholders or insureds are a party or obligated to defend a party or to provide a defense of any matter insured pursuant to an insurance policy, bond, contract or otherwise are enjoined and restrained from proceeding with any discovery, court proceeding or other litigation task or procedure, including, but not limited to, conferences, trials, applications for judgment or proceedings on settlement or judgment, for a period of 180 days from the date of entry of this Order;
9. All persons who have first party policyholder loss claims are enjoined and restrained from presenting and filing claims with the Liquidator for a period of 90 days from the date of entry of this Order;
10. The Liquidator is vested with all rights in ICM's contracts and agreements, including leases, tax agreements, insurance policies and employment contracts, however described, unless the Liquidator expressly terminates such contracts or agreements, in which case all liability under such contracts or agreements shall cease and be fixed as of the date of termination;
11. The Liquidator is authorized, permitted and allowed to sell, assign or transfer any and all stocks, bonds or other securities of ICM at the best price obtainable at such times and upon such terms and conditions as, in

his discretion, he deems to be in the best interest of the creditors of ICM, and he is further authorized to take such steps and to make and execute such agreements and other papers as may be necessary to effect and carry out such sales, transfers and assignments without the further approval of this Court;

12. ICM and each of its officers, directors, shareholders, members, depositories, trustees, policyholders, agents, servants, employees, attorneys, managers and affiliates, and all firms, corporations, associations and other persons or entities having any property, papers (including attorney work product) and/or information, including, but not limited to, insurance policies, underwriting data, reinsurance contracts, claims files (electronic or paper), software programs, and/or bank records owned by, belonging to or relating to ICM, shall preserve such property and/or information and immediately, upon the Liquidator's request and direction, assign, transfer, turn over and deliver such property and/or information to the Liquidator;
13. Any person or entity providing claims processing services, data processing services, electronic records retention services or other information technology services to ICM shall maintain and preserve all information in its possession relating in any way to ICM, wherever located, including but not limited to all documents, data, electronic files and records, computer equipment (*i.e.*, servers and printers), software programs and software licenses owned or leased by ICM and is directed, upon the Liquidator's request, to promptly submit all such information to the Liquidator or his designees;
14. Any bank, savings and loan association, other financial institution or any other entity or person, which has on deposit or in its possession, custody or control any of ICM's funds, accounts (including escrow accounts) or assets shall immediately, upon the Liquidator's request and direction: (i) turn over custody and control of such funds, accounts or assets to the Liquidator; (ii) transfer title of such funds, accounts or assets to the Liquidator; (iii) change the name of such accounts to the name of the Liquidator; (iv) transfer funds from such bank, savings and loan association or other financial institution; and/or (v) take any other action necessary for the proper conduct of the liquidation proceeding;
15. Any distribution of assets shall be in accordance with the priorities set forth in Insurance Law Article 74;
16. In accordance with Insurance Law Section 7405(f), the Liquidator is hereby permitted to make distributions of ICM's assets to the New York Property/Casualty Insurance Security Fund and similar guaranty funds of other states in accordance with such statute, and any agreement to be

entered into among the Liquidator and such guaranty fund is hereby approved and the Liquidator is authorized to enter into and perform such agreement;

17. All existing insurance policies of ICM shall terminate at 12:01 A.M. local time on the earliest of 30 days from the entry of this order, 30 days from the giving of notice of such cancellation, if such notice is required by an insurance policy or applicable law, or upon the date and time stated in the policy;
18. May 16, 2014 is the bar date by which all claims by any claimant against ICM or its insureds, other than the Liquidator's claims for administrative expenses, must be actually received by the Liquidator;
19. December 31, 2014 is the final date by which evidence supporting the liquidation of any claim presented by the foregoing bar date must be actually received by the Liquidator;
20. The Liquidator, in his discretion, is authorized to refrain from adjudicating some or all claims falling into Classes three through nine (N.Y. Ins. Law Sec. 7434(a)(1)(iii)-(ix)) unless and until he reasonably believes that adjudication of such claims would be in the best interests of the estate;
21. Immunity is extended to the Superintendent in his capacity as Liquidator of ICM and his successors in office and their agents and employees, including the Bureau, for any cause of action of any nature against them, individually or jointly, for any act or omission when acting in good faith, in accordance with the orders of this Court, or in the performance of their duties pursuant to Insurance Law Article 74;
22. The Liquidator may at any time make further application to this Court for such further and different relief as he sees fit;
23. The Liquidator shall serve the copy of this Order upon: Marc Tract, Katten Muchin Roseman LLP, 575 Madison Ave, New York, NY 10022, attorneys for ICM Insurance Company, by overnight delivery or by certified mail;
24. The Liquidator shall provide notice of this Order to all creditors, claimants and interested persons by: (i) publication of the notice of this Order in *The New York Times*, National Edition, once a week for two consecutive weeks, commencing within thirty days of entry of this Order in a form substantially similar to the one attached hereto as Exhibit A; and (ii) posting this Order on the Internet web page maintained by the Bureau at <http://www.nylb.org> within 15 days after the entry of this Order;

25. Such notice shall inform all creditors, claimants and other interested persons that this Order has been entered;
26. The notice prescribed in decretal paragraphs 23 and 24 hereof is sufficient notice to all persons interested in ICM;
27. This Court shall retain jurisdiction over this matter for all purposes;
28. The caption for this proceeding is hereby amended as follows:

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

-----X

In the Matter of

the Liquidation of

ICM INSURANCE COMPANY.

-----X

29. All further papers in this proceeding shall bear the above amended caption.

ENTER

  
J.S.C.



**EXHIBIT A**

[Form of Notice]

NEW YORK LIQUIDATION BUREAU  
110 WILLIAM STREET  
NEW YORK, NEW YORK 10038  
(212) 341-6755

To all persons or entities  
interested in the affairs of  
ICM INSURANCE COMPANY  
Notice is Hereby Given:

Benjamin M. Lawskey, Superintendent of Financial Services of the State of New York ("Superintendent"), has been appointed by an order (the "Order") of the Supreme Court of the State of New York, New York County ("Court"), entered \_\_\_\_\_, 2013, as the liquidator (the "Liquidator") of ICM Insurance Company ("ICM") and, as such, has been: (i) vested with all powers and authority expressed or implied under Insurance Law Article 74, in addition to the powers and authority set forth in the Order; (ii) vested with title to ICM's property, contracts, rights of action and all its books and records, wherever located, as of the date of entry of the Order; and (iii) directed to liquidate ICM's business and affairs in accordance with Insurance Law Article 74. The Liquidator has, pursuant to Insurance Law Article 74, appointed Michael J. Casey, Acting Special Deputy Superintendent of Insurance (the "Acting Special Deputy") as his agent to carry out his duties as Liquidator. The Acting Special Deputy carries out his duties through the New York Liquidation Bureau ("Bureau"), 110 William Street, New York, New York 10038. The Order provides:

- I. The Liquidator may deal with the property and business of ICM in ICM's name or in the name of the Liquidator.
- II. All persons are permanently enjoined and restrained from wasting the assets of ICM and permanently enjoined and restrained, except as authorized by the Liquidator, from disposing of ICM's property.
- III. The officers, directors, shareholders, members, depositories, trustees, policyholders, agents, servants, employees, attorneys, managers and affiliates of ICM and all other persons other than the Liquidator and his agents are permanently enjoined and restrained from: (i) transacting ICM's business, except as authorized by the Liquidator; or (ii) interfering with this proceeding or the Liquidator in the possession, control and management of ICM's property or in the discharge of his duties.
- IV. All persons are permanently enjoined and restrained from commencing or prosecuting any action or proceeding against ICM, the Liquidator or the New York Liquidation Bureau ("Bureau"), or their present or former employees, attorneys or agents with respect to this proceeding or the discharge of their duties under Article 74 in relation thereto.
- V. All persons are permanently enjoined and restrained from obtaining any preference, judgment, attachment or other lien, or making any levy against ICM, its assets or any part thereof.
- VI. All parties to actions, lawsuits, and special or other proceedings (other than those brought by ICM) in which ICM, its policyholders or insureds are a party or obligated to defend a party or to provide a defense of any matter insured pursuant to an insurance policy, bond, contract or otherwise are enjoined and restrained from proceeding with any discovery, court proceeding or other litigation task or procedure, including, but not limited to, conferences, trials, applications for judgment or proceedings on settlement or judgment, for a period of 180 days from the date of entry of this Order.
- VII. All persons who have first party policyholder loss claims are enjoined and restrained from presenting and filing claims with the Liquidator for a period of 90 days from the date of entry of this Order.

VIII. The Liquidator is vested with all rights in ICM's contracts and agreements, including leases, tax agreements, insurance policies and employment contracts, however described, unless the Liquidator expressly terminates such contracts or agreements, in which case all liability under such contracts or agreements shall cease and be fixed as of the date of termination.

IX. The Liquidator is authorized, permitted and allowed to sell, assign or transfer any and all stocks, bonds or other securities of ICM at the best price obtainable at such times and upon such terms and conditions as, in his discretion, he deems to be in the best interest of the creditors of ICM, and he is further authorized to take such steps and to make and execute such agreements and other papers as may be necessary to effect and carry out such sales, transfers and assignments without the further approval of this Court.

X. ICM and each of its officers, directors, shareholders, members, depositories, trustees, policyholders, agents, servants, employees, attorneys, managers and affiliates, and all firms, corporations, associations and other persons or entities having any property, papers (including attorney work product) and/or information, including, but not limited to, insurance policies, underwriting data, reinsurance contracts, claims files (electronic or paper), software programs, and/or bank records owned by, belonging to or relating to ICM, shall preserve such property and/or information and immediately, upon the Liquidator's request and direction, assign, transfer, turn over and deliver such property and/or information to the Liquidator.

XI. Any person or entity providing claims processing services, data processing services, electronic records retention services or other information technology services to ICM shall maintain and preserve all information in its possession relating in any way to ICM, wherever located, including but not limited to all documents, data, electronic files and records, computer equipment (*i.e.*, servers and printers), software programs and software licenses owned or leased by ICM and is directed, upon the Liquidator's request, to promptly submit all such information to the Liquidator or his designees.

XII. Any person or entity providing claims processing services, data processing services, electronic records retention services or other information technology services to ICM shall maintain and preserve all information in its possession relating in any way to ICM, wherever located, including but not limited to all documents, data, electronic files and records, computer equipment (*i.e.*, servers and printers), software programs and software licenses owned or leased by ICM and is directed, upon the Liquidator's request, to promptly submit all such information to the Liquidator or his designees.

XIII. Any distribution of assets shall be in accordance with the priorities set forth in Insurance Law Article 74.

XIV. In accordance with Insurance Law Section 7405(f), the Liquidator is hereby permitted to make distributions of ICM's assets to the New York Property/Casualty Insurance Security Fund and similar guaranty funds of other states in accordance with such statute, and any agreement to be entered into among the Liquidator and such guaranty fund is hereby approved and the Liquidator is authorized to enter into and perform such agreement;

XV. ALL EXISTING INSURANCE POLICIES OF ICM SHALL TERMINATE AT 12:01 A.M. LOCAL TIME ON THE EARLIEST OF 30 DAYS FROM THE ENTRY OF THE ORDER, 30 DAYS FROM THE GIVING OF NOTICE OF SUCH CANCELLATION, IF SUCH NOTICE IS REQUIRED BY AN INSURANCE POLICY OR APPLICABLE LAW, OR UPON THE DATE AND TIME STATED IN THE POLICY.

XVI. MAY 16, 2014 IS THE BAR DATE BY WHICH ALL CLAIMS BY ANY CLAIMANT AGAINST ICM OR ITS INSURED, OTHER THAN THE LIQUIDATOR'S CLAIMS FOR ADMINISTRATIVE EXPENSES, MUST BE ACTUALLY RECEIVED BY THE LIQUIDATOR.

XVII. DECEMBER 31, 2014 IS THE FINAL DATE BY WHICH EVIDENCE SUPPORTING THE LIQUIDATION OF ANY CLAIM PRESENTED BY THE FOREGOING BAR DATE MUST BE ACTUALLY RECEIVED BY THE LIQUIDATOR.

XVIII. The Liquidator, in his discretion, is authorized to refrain from adjudicating some or all claims falling into Classes three through nine (N.Y. Ins. Law Sec. 7434(a)(1)(iii)-(ix)) unless and until he reasonably believes that adjudication of such claims would be in the best interests of the estate

XIX. Immunity is extended to the Superintendent in his capacity as Liquidator of ICM and his successors in office and their agents and employees including the Bureau, for any cause of action of any nature against them, individually or jointly, for any act or omission when acting in good faith, in accordance with the orders of the Court, or in the performance of their duties pursuant to Insurance Law Article 74.

XX. The Liquidator may at any time make further application to the Court for such further and different relief as he sees fit.

XXI. The court shall retain jurisdiction over this matter for all purposes.

XXII. All communications relating to ICM and to the Liquidation Proceeding thereof should be addressed to:

New York Liquidation Bureau  
110 William Street, 15<sup>th</sup> Floor  
New York, New York 10038  
(212) 341-6400

BENJAMIN M. LAWSKY  
Superintendent of Financial Services of  
the State of New York as Liquidator  
of ICM Insurance Company

MICHAEL J. CASEY  
Acting Special Deputy Superintendent  
and Agent for the Superintendent as  
Liquidator of ICM Insurance Company

Index no.: 452122/13

SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY

In the Matter of

the Application of

Benjamin M. Lawsky, Superintendent of Financial  
Services of the State of New York, for an order to take  
possession and liquidate the business and affairs of

ICM INSURANCE COMPANY.

---

**ORDER OF LIQUIDATION**

---

**ERIC T. SCHNEIDERMAN**  
Attorney General of the State of New York

---

120 Broadway, 24th Floor New York, NY 10271  
Tel: (212) 416-8301  
Fax: (212) 416-6009 / 6075 / 6076 (not for service)

---

At IAS Part 10 of the Supreme Court of the State of New York, County of New York, at the Courthouse, 60 Centre Street, New York, New York, on the 30 day of September, 2010.

P R E S E N T:

HON. JUDITH J. GISCHE, J.S.C.

-----X

In the Matter of

the Application of

James J. Wrynn, Superintendent of Insurance  
of the State of New York, for an order to take possession  
of the property of and rehabilitate

COLONIAL COOPERATIVE INSURANCE COMPANY.

-----X

Index No.: 400236/10

**ORDER OF  
LIQUIDATION**

Petitioner, James J. Wrynn, Superintendent of Insurance of the State of New York ("Superintendent"), having moved this Court by order to show cause ("Order to Show Cause") for an order to convert the rehabilitation proceeding of Colonial Cooperative Insurance Company ("CCIC") to a liquidation proceeding, and the Rehabilitator having provided CCIC claimants and creditors with notice of the relief sought, by posting the notice of the Order to Show Cause on the Internet web page maintained by the New York Liquidation Bureau at least 30 days prior to the return date, and no objections having been received, and upon reading and filing the petition of the Superintendent, duly verified the 20<sup>th</sup> day of August, 2010, the affidavit of Francesca G. Bliss, Assistant Special Deputy Superintendent, sworn to August 11, 2010, and the affidavit of Peter Giacone, Chief Financial Officer of the New York Liquidation Bureau, sworn to August 11, 2010, and the exhibits attached thereto, this Court finds that:

1. CCIC was placed into rehabilitation and the Superintendent was appointed rehabilitator ("Rehabilitator") by order of this Court ("Rehabilitation Order") entered March 1, 2010;

2. The Rehabilitation Order found that a Mandatory Control Event under New York Insurance Law ("Insurance Law") Section 1324(g) had occurred with regard to CCIC;

3. The Rehabilitation Order found that CCIC consented to the entry of the Rehabilitation Order;

4. Further efforts to rehabilitate CCIC would be futile;

5. CCIC is insolvent;

6. CCIC is subject to the Insurance Law and, particularly, to Article 74 thereof;

and

7. It is in the best interest of all persons concerned that the Superintendent be vested with title to all CCIC's property, contracts and rights of action and directed to liquidate its business and affairs;

NOW, on motion of the Honorable Andrew M. Cuomo, Attorney General of the State of New York, it is hereby ORDERED as follows:

1. The relief requested in the petition for an order of liquidation is granted and CCIC is found to be insolvent;
2. The rehabilitation proceeding of CCIC instituted in the Supreme Court, New York County, is terminated;
3. The Superintendent, and his successors in office, are appointed liquidator ("Liquidator") of CCIC and are: (i) vested with all powers and authority expressed or implied under Insurance Law Article 74, in addition to the powers and authority set forth in this Order; (ii) vested with title to CCIC's property, contracts, rights of action and all its books and records, wherever located, as of the date of entry of this Order; and (iii) directed to liquidate CCIC's business and affairs in accordance with Insurance Law Article 74;

4. The Liquidator may deal with the property and business of CCIC in its name or in the name of the Liquidator;
5. The officers, directors, shareholders, members, depositories, trustees, policyholders, agents, servants, employees, attorneys, managers and affiliates of CCIC and all other persons other than the Superintendent and his agents are permanently enjoined and restrained, except as authorized by the Superintendent, from: (i) transacting the business of CCIC, (ii) wasting or disposing of or permitting to be done any act or thing that might waste or dispose of CCIC's property; (iii) interfering with the Liquidator in the possession, control and management of CCIC's property or in the discharge of his duties; and (iv) disclosing the name, address or contact information of CCIC's policyholders, or any other information that is proprietary to CCIC's or not in the public domain, except as may be authorized by the Liquidator;
6. All persons are permanently enjoined and restrained from commencing or prosecuting any actions or proceedings against CCIC, the Liquidator or the New York Liquidation Bureau, its employees, attorneys and/or agents with respect to any claims against CCIC;
7. All persons are permanently enjoined and restrained from obtaining preferences, judgments, attachments or other liens, or making any levy against CCIC's assets or any part thereof;
8. All parties to actions, lawsuits, and special or other proceedings ("Litigation") in which CCIC is obligated to defend a party pursuant to an insurance policy, bond, contract or otherwise are enjoined and restrained from prosecuting, advancing or otherwise taking any action within such Litigation, including but not limited to trials, hearings conferences or other court proceedings, motions or other requests to the court of any nature, proceedings on default, settlements or judgments, service of documents, discovery or any other litigation tasks or procedures for a period of 180 days from the date of entry of this Order;
9. All persons who have first-party policyholder no-fault loss claims pursuant to Article 51 of the Insurance Law against CCIC are enjoined from presenting and filing claims with the Liquidator for a period of 90 days from the date of entry of this Order;
10. The Liquidator is authorized, permitted and allowed to sell, assign or transfer any and all stocks, bonds or securities of CCIC at market price or better, or if there is no market price, at the best price obtainable at private sale at such times and upon such terms and conditions as, in his discretion, he deems is in the best interest of the creditors of CCIC, and he is further authorized to take such steps and to make and execute such agreements and other papers as may be necessary to effect and carry out such sales, transfers and assignments;



11. In accordance with Insurance Law Section 7405, all contracts and agreements, including all leases, tax sharing agreements and employment contracts of CCIC, however described, shall terminate and all liability thereunder shall cease and be fixed as of the date of entry of this Order unless expressly assumed in writing by the Liquidator;
12. CCIC and each of its officers, directors, shareholders, members, depositories, trustees, policyholders, agents, servants, employees, attorneys, managers and affiliates, and all firms, corporations, associations and other persons or entities having any property belonging to or relating to CCIC, including but not limited to business records, insurance policies, claims files (electronic or paper), software programs, bank records or any tangible or intangible items of value, shall preserve such property and are directed, upon the Liquidator's request, to promptly assign, transfer, turn over and deliver such property to the Liquidator or his designees;
13. Any person or entity providing claims processing services, data processing services, electronic records retention services or other information technology services to CCIC shall maintain and preserve all information in its possession ("Information") relating in any way to CCIC, wherever located, including but not limited to all documents, data, electronic files and records, computer equipment (*i.e.*, servers and printers), software programs and software licenses owned or leased by CCIC and are directed, upon the Liquidator's request, to promptly submit all such Information to the Liquidator or his designees;
14. Any bank, savings and loan association, other financial institution or any other entity or person, which has on deposit or in its possession, custody or control of any of CCIC's funds, accounts or assets shall immediately, upon the Liquidator's request and direction: (i) turn over custody and control of such funds, accounts or assets to the Liquidator; (ii) transfer title of such funds, accounts or assets to the Liquidator; (iii) change the name of such accounts to the name of the Liquidator; (iv) withdraw funds from such bank, savings and loan association or other financial institution; or (v) take any lesser action necessary for the proper conduct of the liquidation proceeding;
15. Any distribution of assets shall be in accordance with the priorities set forth in Insurance Law Article 74;
16. Judicial immunity is extended to the Superintendent in his capacity as liquidator and his successors in office and their agents and employees and such immunity is extended to them for any cause of action of any nature against them, individually or jointly, for any action or omission by any one or more of them when acting in good faith, in accordance with this Order, or in the performance of their duties pursuant to Insurance Law Article 74;

17. The Liquidator may at any time make further application to this Court for such further and different relief as he sees fit;
18. The Liquidator shall provide notice of this order to all creditors, claimants and other interested persons by: (a) service of a copy of this Liquidation Order upon Kenneth Pangburn, former President of CCIC, as designated agent for service of process, by regular mail and certified mail, return receipt requested, on or before the 29<sup>th</sup> day of October 2010; (b) posting this Liquidation Order on the Internet web page maintained by the New York Liquidation Bureau at <http://www.nylb.org> within 30 days after the entry of this Liquidation Order; (c) publication of the notice of this Liquidation Order in *Business Insurance* once a week in two consecutive publication weeks, commencing within four weeks of entry of this Order, in a form substantially similar to the one attached hereto.
19. Such notice shall inform all creditors, claimants and other interested persons that this Order has been entered.
20. The notice prescribed in decretal paragraph 18 hereof is sufficient notice to all persons interested in CCIC;
21. This Court shall retain jurisdiction over this matter for all purposes;
22. All further papers in this proceeding shall bear the caption:

"In the Matter of

the Liquidation of

COLONIAL COOPERATIVE INSURANCE COMPANY"

SEP 30 2010

ENTER

J.S.C.

JUDITH J. GISCHE, J.S.C.

## SUPREME COURT OF THE STATE OF NEW YORK — NEW YORK COUNTY

PRESENT: JUDITH J. GISCHE, J.S.C.

Justice

PART 10*for Re: Colonial Cooperative  
Anonymous*

INDEX NO.

400236/10

MOTION DATE

MOTION SEQ. NO.

003

MOTION CAL. NO.

The following papers, numbered 1 to \_\_\_\_\_ were read on this motion to wit:

Notice of Motion/ Order to Show Cause — Affidavits — Exhibits

Answering Affidavits — Exhibits

Replying Affidavits

Cross-Motion: ☐ Yes ☐ No

Upon the foregoing papers, It is ordered that this motion

The OSC has been served on all appropriate parties & no one has appeared either in person or in writing to oppose the relief sought. It is therefore granted on default in accordance with a separate order signed this date.

Dated: 9/30/10JUDITH J. GISCHE, J.S.C. J.S.C.Check one: ☒ FINAL DISPOSITION☐ NON-FINAL DISPOSITIONCheck if appropriate: ☐ DO NOT POST☐ REFERENCE☐ SUBMIT ORDER/ JUDG.☐ SETTLE ORDER/ JUDG.MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE  
FOR THE FOLLOWING REASON(S):

FILED

OCT 04 2010

COUNTY CLERK'S OFFICE  
NEW YORK

PAPERS NUMBERED

Index No.: 400236/10

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

In the Matter of

the Liquidation of

COLONIAL COOPERATIVE INSURANCE COMPANY.

## ORDER OF LIQUIDATION

**JOHN PEARSON KELLY**

Attorney for Superintendent of Insurance as Liquidator

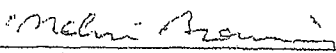
*Office and Post Office Address, Telephone*

New York Liquidation Bureau  
123 William Street  
New York, NY 10038-3889  
(212) 341-6755  
Fax (212) 608-3398

## ATTORNEY CERTIFICATION

The undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information, belief and reasonable inquiry, the contentions in the above referenced document(s) are not frivolous.

Dated: September 30, 2010  
New York, New York

  
Melvin Browning

☐ NOTICE OF ENTRY

that the within is a (*certified*) true copy of a  
duly entered in the office of the clerk of the within named court on the      day of      20

☐ NOTICE OF SETTLEMENT

that an order  
settlement to the HON.

of which the within is a true copy will be presented for  
one of the judges of the within named court, at  
20      at

Dated:

, on

Yours, etc.

**JOHN PEARSON KELLY**Attorney for Superintendent of Insurance  
as Liquidator*Office and Post Office Address, Telephone*

New York Liquidation Bureau  
123 William Street  
New York, NY 10038-3889  
(212) 341-6755  
Fax (212) 608-3398

At IAS Part 7 of the Supreme Court of the  
State of New York, County of New York  
at the Courthouse, 111 Centre Street, New  
York, New York on the 15 day of June  
2005.

PRESENT:

HON. FAVIOLA SOTO,

JUSTICE

-----X  
In the Matter of

Index No.: 401876/05

the Application of

ORDER OF LIQUIDATION

HOWARD MILLS, Superintendent of Insurance  
of the State of New York, for an order to take  
possession of and liquidate the business and  
affairs of and dissolve

REALM NATIONAL INSURANCE COMPANY

**FILED**

JUN 15 2005

COUNTY CLERK'S OFFICE  
NEW YORK

-----  
Petitioner, Howard Mills, Superintendent of Insurance of the State of New York  
(the "Superintendent"), having moved this court for an order to take possession of the  
property of and liquidate the business and affairs and dissolve the corporate charter of  
Realm National Insurance Company ("REALM");

NOW, upon reading and filing the petition of the Superintendent, duly verified  
on the 10<sup>th</sup> day of June, 2005, the exhibits annexed thereto; the emergency affidavit of  
Howard Mills, dated June 10, 2005; and it appearing to my satisfaction that:

1. REALM is a New York corporation, with its principal office in New  
York County;
2. REALM is insolvent;

3. REALM has consented to an order of liquidation being entered against it in the Supreme Court, County of New York;

4. REALM is amenable to the Insurance Law of the State of New York and particularly to Article 74 thereof;

5. REALM should be dissolved and its corporate charter annulled and forfeited.

6. It is impossible to reinsure in whole or in part the existing policy obligations of REALM pursuant to Section 7405 (c) of the Insurance Law;

7. REALM is in such condition that its further transaction of business would be hazardous to its policyholders, creditors or to the public;

8. It is in the best interest of all persons concerned that the Superintendent be directed to take possession of the property and liquidate the business and affairs and dissolve the corporate charter of REALM.

NOW, on motion of the Honorable Eliot Spitzer, Attorney General of the State of New York, it is hereby ORDERED as follows:

1. The petition is granted;
2. REALM is insolvent;
3. The Superintendent, and his successors in office as Superintendent, are appointed liquidator of REALM, authorized and directed to immediately take possession of its property, are vested with title to its property, contracts and rights of action and directed to liquidate its business and affairs in accordance with Article 74 of the Insurance Law. The Superintendent as Liquidator may deal with the property and business of REALM in its name or in the name of the Superintendent, as Liquidator;
4. In accordance with Insurance Law § 7432 (b), all claims against REALM must be presented to the Superintendent, as Liquidator, within four months of the date of entry of this order;

5. In accordance with Insurance Law § 7433 (b)(2), all persons who appear on REALM's books and records as policyholders or claimants as of the date of entry of this order shall be deemed to have duly filed proofs of claim prior to the last day set for filing claims;
6. All former policyholders of REALM whose policies expired within three (3) years of the date of entry of this order shall be deemed to have duly filed a proof of claim prior to the last day set for filing claims;
7. The Superintendent, as Liquidator, shall provide notice, by publication in the New York Times, National Edition and the Journal of Commerce once a week for two consecutive weeks commencing within three weeks of entry of this order, to all other creditors, claimants and interested persons to present claims within four months of the date of entry of this order;
8. The Superintendent, as Liquidator, shall provide notice by publication in one newspaper in the capital cities of each state in the United States wherein REALM is licensed to do business, once a week for two successive weeks within the period allowed for the presenting of claims, the newspaper to be selected by the Liquidator at his discretion;
9. In the event one or more Insurance Departments and/or Guaranty Funds or Associations of foreign states, that have adopted the Uniform Insurers Liquidation Act, in which REALM was licensed to do business, desire to give formal notice to policyholders and creditors in their respective State Insurance Departments or Guaranty Fund or Association, the Superintendent, as Liquidator, may permit the giving of such notice as he in his discretion may find desirable;
10. The notice prescribed herein is sufficient notice to all persons interested in REALM;
11. All outstanding insurance policies, bonds, and other insurance obligations, if any, issued and undertaken by REALM shall terminate and all liability thereunder shall cease and be fixed as of 12:01 a.m. on the thirtieth day after entry of this order or upon cancellation or procurement of replacement policies, bonds or insurance coverage, whichever is earlier;

12. In accordance with Insurance Law § 7405, all other contracts, leases, tax sharing agreements, employment contracts, and obligations of REALM, however described, shall terminate and all liability thereunder shall cease and be fixed as of the date of entry of this order unless ratified by the Superintendent, as Liquidator;
13. The Superintendent, as Liquidator, is relieved of the provisions set forth in Section 7405(c) of the Insurance Law to reinsure in whole or in part the policy obligations of REALM;
14. The Superintendent, as Liquidator, is authorized, permitted and allowed to sell, assign, or transfer any and all real or personal property, stocks, bonds or securities of REALM at market price or better, or if there is no market price, at the best price obtainable at private sale at such times and upon such terms and conditions, as in his discretion, he deems is in the best interest of the creditors of REALM, and he is further authorized to take such steps and to make and execute such agreements and other papers as may be necessary to effect and carry out such sales, transfers, and assignments;
15. REALM, its officers, directors, depositories, trustees, agents, servants, employees, attorneys, and all other persons, having any property or records belonging or relating to REALM, including, but not limited to insurance policies, loss, claim or legal files are directed to assign, transfer, set over and deliver to the Superintendent, as Liquidator, all such property or records;
16. Any persons, firms, corporations, or associations having any books, papers or records relating to the business of REALM shall preserve them and submit them to the Superintendent, as Liquidator, for examination and copying at all reasonable times;
17. The officers, directors, shareholders, trustees, agents, servants, employees, attorneys, and managers of REALM, and all other persons are permanently enjoined and restrained from the transaction of REALM's business, the waste or disposition of its property, interfering with the Superintendent, as Liquidator, in the possession, control and management of the property of REALM or in the discharge of his duties;
18. All persons are permanently enjoined and restrained from commencing or prosecuting any actions or proceedings against REALM, the Superintendent, as Liquidator of REALM, or the New York Liquidation Bureau, its employees, attorneys and agents with respect to claims against REALM;



19. All persons are permanently enjoined and restrained from obtaining preferences, judgments, attachments or other liens, or making any levy against REALM's assets or any part thereof;
20. All parties to lawsuits in this state and all other states and territories of the United States, are hereby enjoined and restrained from proceeding with, including but not limited to, any discovery, pre-trial conferences, trial, application for judgment or proceeding on judgments or settlements in such actions at law, suits in equity, special or other proceedings in which REALM is obligated to defend by virtue of its insurance contract and any and all actions being defended by a primary or other underlying insurer where such primary or underlying insurer has tendered or offered its full policy limits or where said policy limits have been exhausted by payment of the underlying insurer's aggregate and REALM is the next excess of umbrella layer of insurance for a period of 180 days from the date hereof;
21. Those persons who may have first-party or New York Comprehensive Automobile Insurance Reparations Act (No-Fault) policyholder loss claims against REALM coming within the purview of Article 76 of the Insurance Law are enjoined from presenting and filing such claims in this proceeding for 90 days from the date of entry of this order;
22. The corporate charter of REALM is relinquished, forfeited, surrendered and annulled, and REALM is dissolved;
23. The Superintendent of Insurance as Liquidator, may at any time make further application to this court for such further and different relief as he sees fit;
24. All further papers in this proceeding shall bear the caption:

"In the Matter of

the Liquidation of

REALM NATIONAL INSURANCE COMPANY"

25. The Superintendent, as Liquidator, shall serve a conformed copy of this order upon the county clerk and the clerk of the trial support office for amendment of the court and computer records.

ENTER

  
HON. FAVIOLA SOTO

**FILED**  
JUN 15 2005  
COUNTY CLERK'S OFFICE  
NEW YORK

SUPREME COURT, NEW YORK COUNTY

Sir:

Please take notice that the within is a true  
copy of  
duly filed and entered in the office of the clerk  
of \_\_\_\_\_ County, on  
the \_\_\_\_\_ day of \_\_\_\_\_ 20

Yours, etc.,  
**ELIOT SPITZER**  
Attorney General.

Attorney for

Office and Post Office Address  
120 Broadway, New York, N.Y. 10271

To

Attorney for

Sir

Please take notice that the within  
will be presented for settlement and signature  
herein to the HON.  
one of the judges of the within named Court, at  
in the Borough of  
City of New York, on the \_\_\_\_\_ day of  
200 , at \_\_\_\_\_ A. M.

Date, N.Y.,

Yours, etc.,  
**ELIOT SPITZER**  
Attorney General,

Attorney for

Office and Post Office Address  
120 Broadway, New York, N.Y. 10271

To:

In the Matter of

the Application of

HOWARD MILLS, Superintendent of Insurance of the State  
of New York, for an order to take possession of and liquidate  
the business and affairs of and dissolve

REALM NATIONAL INSURANCE COMPANY

ORDER OF LIQUIDATION

**ELIOT SPITZER**

Attorney General

Attorney for the Superintendent of  
Insurance

Office and Post Office Address  
120 Broadway, New York, N.Y. 10271  
Tel. (212) 416-8658

Personal service of a copy of

within .....

is admitted this ..... day of

..... 20

**ATTORNEY CERTIFICATION**  
**PURSUANT TO 22 NYCRR §130-1.1a**

Pursuant to 22 NYCRR §130-1.1a, the undersigned, an attorney duly admitted to practice law in the State of New York, certifies that, upon information and belief, and after reasonable inquiry, the contentions contained in the annexed document(s) are not frivolous.

Dated: 1/14/2020

Signature: Toni E. Logue  
Toni E. Logue  
Assistant Attorney General



## REQUEST FOR JUDICIAL INTERVENTION

SUPREME

COURT, COUNTY OF NASSAU

UCS-840  
(rev. 07/29/2019)

Index No: 600620/2020 Date Index Issued: 1/14/2020

For Court Use Only

CAPTION Enter the complete case caption. Do not use italics or et al. If more space is needed, attach a caption rider sheet.

In the Matter of  
the Application of

Linda A. Lacewell, Superintendent of Financial Services of the State of New York, for an order to take possession and liquidate the business and affairs of

Plaintiff(s)/Petitioner(s)

-against-

MAIDSTONE INSURANCE COMPANY

IAS Entry Date

Judge Assigned

RII Filed Date

Defendant(s)/Respondent(s)

NATURE OF ACTION OR PROCEEDING Check only one box and specify where indicated.

## COMMERCIAL

- ☐ Business Entity (includes corporations, partnerships, LLCs, LLPs, etc.)
- ☐ Contract
- ☐ Insurance (where insurance company is a party, except arbitration)
- ☐ UCC (includes sales and negotiable instruments)
- ☐ Other Commercial (specify): \_\_\_\_\_

NOTE: For Commercial Division assignment requests pursuant to 22 NYCRR 202.70(d), complete and attach the **COMMERCIAL DIVISION RJI ADDENDUM (UCS-840C)**.

## REAL PROPERTY Specify how many properties the application includes:

- ☐ Condemnation
- ☐ Mortgage Foreclosure (specify): ☐ Residential ☐ Commercial
- Property Address: \_\_\_\_\_

NOTE: For Mortgage Foreclosure actions involving a one to four-family, owner-occupied residential property or owner-occupied condominium, complete and attach the **FORECLOSURE RJI ADDENDUM (UCS-840F)**.

- ☐ Tax Certiorari
- ☐ Tax Foreclosure
- ☐ Other Real Property (specify): \_\_\_\_\_

## OTHER MATTERS

- ☐ Certificate of Incorporation/Dissolution [see NOTE in COMMERCIAL section]
- ☐ Emergency Medical Treatment
- ☐ Habeas Corpus
- ☐ Local Court Appeal
- ☐ Mechanic's Lien
- ☐ Name Change
- ☐ Pistol Permit Revocation Hearing
- ☐ Sale or Finance of Religious/Not-for-Profit Property
- ☐ Other (specify): \_\_\_\_\_

## MATRIMONIAL

- ☐ Contested
- NOTE: If there are children under the age of 18, complete and attach the **MATRIMONIAL RJI ADDENDUM (UCS-840M)**.
- For Uncontested Matrimonial actions, use the **Uncontested Divorce RJI (UD-13)**.

## TORTS

- ☐ Asbestos
- ☐ Child Victims Act
- ☐ Environmental (specify): \_\_\_\_\_
- ☐ Medical, Dental or Podiatric Malpractice
- ☐ Motor Vehicle
- ☐ Products Liability (specify): \_\_\_\_\_
- ☐ Other Negligence (specify): \_\_\_\_\_
- ☐ Other Professional Malpractice (specify): \_\_\_\_\_
- ☐ Other Tort (specify): \_\_\_\_\_

## SPECIAL PROCEEDINGS

- ☐ CPLR Article 75 (Arbitration) [see NOTE in COMMERCIAL section]
- ☐ CPLR Article 78 (Body or Officer)
- ☐ Election Law
- ☐ Extreme Risk Protection Order
- ☐ MHL Article 9.60 (Kendra's Law)
- ☐ MHL Article 10 (Sex Offender Confinement-Initial)
- ☐ MHL Article 10 (Sex Offender Confinement-Review)
- ☐ MHL Article 81 (Guardianship)
- ☐ Other Mental Hygiene (specify): \_\_\_\_\_
- ☒ Other Special Proceeding (specify): New York Insurance Law - Article 74

STATUS OF ACTION OR PROCEEDING Answer YES or NO for every question and enter additional information where indicated.

- |   | YES                   | NO                               |                              |
|---|-----------------------|----------------------------------|------------------------------|
| Has a summons and complaint or summons with notice been filed?  | <input type="radio"/> | <input checked="" type="radio"/> | If yes, date filed: _____    |
| Has a summons and complaint or summons with notice been served? | <input type="radio"/> | <input checked="" type="radio"/> | If yes, date served: _____   |
| Is this action/proceeding being filed post-judgment?            | <input type="radio"/> | <input checked="" type="radio"/> | If yes, judgment date: _____ |

NATURE OF JUDICIAL INTERVENTION Check one box only and enter additional information where indicated.

- ☐ Infant's Compromise
- ☐ Extreme Risk Protection Order Application
- ☐ Note of Issue/Certificate of Readiness
- ☐ Notice of Medical, Dental or Podiatric Malpractice
- ☐ Notice of Motion
- ☐ Notice of Petition
- ☒ Order to Show Cause
- ☐ Other Ex Parte Application
- ☐ Poor Person Application
- ☐ Request for Preliminary Conference
- ☐ Residential Mortgage Foreclosure Settlement Conference
- ☐ Writ of Habeas Corpus
- ☐ Other (specify): \_\_\_\_\_
- Date Issue Joined: \_\_\_\_\_
- Relief Requested: \_\_\_\_\_
- Relief Requested: \_\_\_\_\_
- Relief Requested: Injunction/Restraining Order
- Relief Requested: \_\_\_\_\_
- Return Date: \_\_\_\_\_
- Return Date: \_\_\_\_\_
- Return Date: \_\_\_\_\_

2 of 2



STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL

LETITIA JAMES  
Attorney General

REGIONAL OFFICE DIVISION  
NASSAU REGIONAL OFFICE

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

-----X  
In the Matter of

Index No.

the Application of

Linda A. Lacewell, Superintendent of Financial  
Services of the State of New York, for an order to take  
possession and liquidate the business and affairs of

MAIDSTONE INSURANCE COMPANY.  
-----X

COUNTY CLERK, NASSAU COUNTY

SIR/MADAM:

Enclosed herewith please find an Order to Show Cause, Request for Judicial Intervention ("RJI") and an application for an Index number in the above-captioned matter.

The Superintendent of Financial Services of the State of New York is exempt from filing fees pursuant to New York Insurance Law Section 7423. Accordingly, kindly file said Order to Show Cause and RJI without fees.

Dated: New York, New York  
January 14, 2020

LETITIA JAMES  
Attorney General of the State of New York

By: *Toni E. Logue*

Toni E. Logue  
Assistant Attorney General  
200 Old Country Road – Ste. 240  
Mineola, NY 11501  
(516) 248-3302