

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

-----X  
In the Matter of the Liquidation of

Index No.: 452041/2016  
(Hon. J.J. Kelly)

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

David Axinn, an attorney at law, duly admitted to practice before the Courts of the State of New York, affirms as follows:

1. I am the Special Deputy of the New York Liquidation Bureau (“NYLB”) and Agent of Linda A. Lacewell, Superintendent of Financial Services of the State of New York in her capacity as liquidator (“Liquidator”) of American Medical and Life Insurance Company (“AMLI”). I submit this affirmation, upon information and belief, based on discussions I have had with NYLB employees in support of the Liquidator’s motion for an order, substantially in the form of the proposed order annexed hereto as Exhibit “A,” approving an allowance for the claims submitted by 39 State Guaranty Associations (“GAs”) in the amount of \$60,000 as a Class Four, claim against the AMLI estate under New York Insurance Law Section 7435(a)(4).

**NOLHGA’s Proof of Claim and Objection to the NOD**

2. On September 5, 2017, the National Organization of Life and Health Insurance Guaranty Associations (“NOLHGA”) filed an omnibus proof of claim (“Initial Claim”) on behalf of Forty-One State Guaranty Associations which was supplemented on December 18, 2018 (“Supplemental Claim”, together with the Initial Claim, the “Omnibus Claim”). Copies of the Initial and Supplemental Claims are annexed hereto as Exhibit “B” and “C” respectively. The

Omnibus Claim, as supplemented, asserts \$288,344 for administrative expenses incurred by State Guaranty Associations. Exh. C.<sup>1</sup>

3. The Liquidator issued a Notice Of Determination (“NOD”) dated August 23, 2019, a copy of which is annexed as Exhibit “D”, denying the Omnibus Claim. NOLHGA objected to the NOD. A copy of NOLHGA’s objection to the NOD is annexed hereto as Exhibit “E.” Following receipt of NOLHGA’s objections, the Liquidator attempted to resolve the Omnibus Claim. The resulting negotiations were complex and protracted. Although the Omnibus Claim was disputed, the benefits of resolving the claim in the proposed amount would outweigh the time, cost, and expense necessary to submit the matter for resolution in this judicial proceeding. This application is made without either party admitting or agreeing to any legal or factual point of any party with regard to the Omnibus Claim.

4. The 39 GAs covered by this proposed allowance have confirmed through NOLHGA that they have no objection to the allowance. *See* email of Joel A. Glover, dated May 10, 2021, a copy of which is annexed as Exhibit “F”.

#### **Service of the Order to Show Cause**

5. The Liquidator believes that the entities potentially affected by this motion are holders of allowed claims. Attached as Exhibit “G” is a Service Schedule, prepared by the Liquidator’s staff, containing the names and addresses of holders of allowed claims according to the records maintained by the Liquidator. The Order to Show Cause proposes to serve the holders of allowed claims listed on the Service Schedule as well as the attorney for NOLHGA who filed

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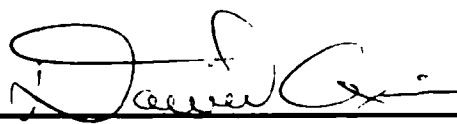
<sup>1</sup> Only 39 of the original 41 GAs that submitted claims in the Omnibus Claim are included in this proposed allowance. The South Carolina Life and Accident and Health Insurance Guaranty Association asserted a claim for \$26,569, which is not included in the proposed allowance. The Alaska Life & Health Insurance Guaranty Association was also included in the Omnibus Claim and has confirmed that it does not have a claim in the AMLI liquidation.

the Omnibus Claim and represents each of the State Guaranty Associations. The Order to Show Cause provides that additional notice will be made by posting the Order to Show Cause and its supporting papers on the NYLB website.

6. Wherefore, the Liquidator respectfully requests that this Court grant the instant motion and enter an Order substantially in the form of the order annexed as Exhibit A for an allowance of the Omnibus Claim in the amount of \$60,000 as a Class Four, claim against the AMLI estate under New York Insurance Law Section 7435(a)(4).

Dated: New York, New York

August 12, 2021



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David Axinn

L 31495

# **EXHIBIT A**

At IAS Part 56 of the Supreme Court of the State of New York, County of New York, at the courthouse, 71 Thomas Street, in the County, City and State of New York, on the \_\_\_\_ day of \_\_\_\_\_, 2021.

P R E S E N T :

HON. JOHN J. KELLY, J.S.C.

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

-----X

In the Matter of

Index No.: 452041/2016

the Liquidation of

**ORDER**

AMERICAN MEDICAL AND LIFE  
INSURANCE COMPANY.

-----X

Upon the August \_\_\_\_, 2021 affirmation of David Axinn in support of the motion of the liquidator (“Liquidator”) of American Medical and Life Insurance Company (“AMLI”) for an order allowing the omnibus claim filed by the National Organization of Life and Health Insurance Guaranty Associations (“Omnibus Claim”), in the amount of \$60,000 as a Class Four claim against the AMLI estate under New York Insurance Law Section 7435(a)(4).

NOW, upon motion of the Liquidator, and after due deliberation, it is:

ORDERED, that the Liquidator’s recommendation to allow the Omnibus Claim in the amount of \$60,000 as a Class Four claim against the AMLI estate under New York Insurance Law Section 7435(a)(4) is granted.

E N T E R

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

# **EXHIBIT B**



Lewis Roca Rothgerber Christie LLP  
1200 Seventeenth Street  
Suite 3000  
Denver, CO 80202

303 623 9000 main  
303 623 9222 fax  
lrrc.com

Joel A. Glover  
Admitted in Colorado and Wyoming  
303.628.9553 direct  
jglover@lrrlaw.com

September 5, 2017

VIA OVERNIGHT DELIVERY

New York Liquidation Bureau  
110 William Street, 15th Floor  
Attention: General Counsel  
New York, NY 10038

RE: Omnibus Proof of Claim for American Medical and Life Insurance Company ("AMLI")

This firm represents the National Organization of Life and Health Insurance Guaranty Associations ("NOLHGA") regarding the AMLI Liquidation.

#### Omnibus POC

This letter, including Exhibits A and B, is submitted as the Proof of Claim of the Guaranty Associations in accordance with and subject to Paragraph 13 of the Order dated December 21, 2016 placing AMLI into liquidation, Index No. 452041/2016 (the "AMLI Liquidation Order").

NOLHGA is submitting this single omnibus proof of claim for all claims of all Guaranty Associations identified in Exhibit A hereto (incorporated herein by reference).

#### Claim Priority

Each Guaranty Association asserts claims for administrative expenses, policy benefits and any and all other claims to which they may be entitled under the enabling act and under New York law, including but not limited to Article 74 (including sections 7434 and 7435, as applicable). Claims of Guaranty Associations include but are not limited to administrative expenses, premiums for coverage period after the Guaranty Associations were triggered, unpaid assessments, refund of unearned premiums, reserves, payments, obligations and/or claims to policyholders, beneficiaries, insureds and/or providers arising in any way from the AMLI policies and/or incurred in accordance with each Guaranty Association's enabling act and include but are not limited to settlements, judgments and the like. The Guaranty Association claims have not been finally calculated. An initial submission of claims for administrative expenses based on NOLHGA costs allocated among the Guaranty Associations is included as Exhibit B. Updates and supplements will be provided periodically and additional detail and support will be provided upon request.



September 5, 2017  
Page 2

#### Individual Claims of Guaranty Associations

As part of its claim against AMLI, each Guaranty Association reserves the right to supplement its claim to include any and all expenses and claims incurred directly by that Guaranty Association regardless of whether such claims are currently included and/or referenced herein or otherwise reported by NOLHGA in the Omnibus Proof of Claim.

Additionally, each Guaranty Association reserves all rights to assert claims against deposits maintained in its state and, to the extent Section 7411 requires that claims associated with ancillary proceedings be filed on or before the last date fixed for the filing of claims in the domiciliary delinquency proceedings, this Omnibus POC constitutes notice and filing of such claim. This submission does not constitute an election of any Guaranty Association or any in way limit the potential recourse available to any Guaranty Association.

#### Revision, Modification and Update of Claims

Guaranty Association claims are subject to modification and update based on a number of factors, including but not limited to, accountings associated with agreements and incurring administrative costs and paying benefits and claims after the date of this Omnibus Proof of Claim and after the claims bar deadline.

To the extent any claims are rejected or denied, in whole or in part, NOLHGA and each Guaranty Association reserve the right to file objections and participate in a hearing before the Liquidation Court along with any other rights and/or remedies authorized and available under the law.

Sincerely,

A handwritten signature in blue ink that reads "Joel A. Glover". The signature is written in a cursive style.

Joel A. Glover  
LEWIS ROCA ROTHGERBER CHRISTIE LLP

CC: (via email)

Andrea Bowers, Task Force Chair ([sclahiga@aol.com](mailto:sclahiga@aol.com))

Joni Forsythe, NOLHGA ([jforsythe@nolhga.com](mailto:jforsythe@nolhga.com))

Gail Siponen, NYLB ([gpsiponen@nylb.org](mailto:gpsiponen@nylb.org))

John Kelly, NYLB ([jpkelly@nylb.org](mailto:jpkelly@nylb.org))



**EXHIBIT A****AMLI OMNIBUS POC GUARANTY ASSOCIATIONS****Alabama Life and Disability Guaranty Association**

6 Office Park Circle, Suite 200  
Birmingham, AL 35223

**Alaska Life and Health Insurance Guaranty Association**

1007 West 3rd Ave., Suite 400  
Anchorage, AK 99501

**Arizona Life & Disability Insurance Guaranty Fund**

2910 N. 44th Street, Second Floor  
Phoenix, AZ 85018

**Arkansas Life and Health Insurance Guaranty Association**

425 West Capitol Avenue, Suite 3700  
Little Rock, AR 72201

**Connecticut Life and Health Insurance Guaranty Association**

PO Box 1550  
Pawcatuck, CT 06379

**Delaware Life & Health Insurance Guaranty Association**

Christiana Executive Campus  
220 Continental Drive, Suite 309  
Newark, DE 19713

**District of Columbia Life & Health Insurance Guaranty Association**

1200-G Street, NW, Suite 800  
Washington, DC 20005

**Florida Life & Health Insurance Guaranty Association**

3740 Beach Boulevard, Suite 201-A  
Jacksonville, FL 32207-3819

**Georgia Life & Health Insurance Guaranty Association**

Marchman-Steele Agency, Inc.  
Gwinnett Commerce Center  
3700 Crestwood Parkway, NW, Suite 400  
Duluth, GA 30096

**Illinois Life and Health Insurance Guaranty Association**

1520 Kensington Road, Suite 112  
Oak Brook, IL 60523-2140

**Indiana Life and Health Insurance Guaranty Association**

3502 Woodview Trace, Suite 100  
Indianapolis, IN 46268

**Kansas Life & Health Insurance Guaranty Association**

2909 SW Maupin Lane  
Topeka, KS 66614-5335

**Kentucky Life & Health Insurance Guaranty Association**

4010 Dupont Circle, Suite 232  
Louisville, KY 40207

**Louisiana Life & Health Insurance Guaranty Association**

620 Florida Street, Suite 210  
Baton Rouge, LA 70801

**Maryland Life & Health Insurance Guaranty Corporation**

8817 Belair Road, Suite 208  
Perry Hall, MD 21236

**Michigan Life & Health Insurance Guaranty Association**

1640 Haslett Road, Suite 160  
Haslett, MI 48840-8683

**Mississippi Life & Health Insurance Guaranty Association**

PO Box 4562  
Jackson, MS 39296

**Missouri Life & Health Insurance Guaranty Association**

2210 Missouri Blvd.  
Jefferson City, MO 65109

**Hawaii Life & Disability Insurance Guaranty Association**  
1132 Bishop Street  
Suite 1590  
Honolulu, HI 96813

**Montana Life & Health Insurance Guaranty Association**  
PO Box 8247  
Missoula, MT 59807

**Nebraska Life & Health Insurance Guaranty Association**  
1900 US Bank Building  
233 South 13th Street, Suite 1900  
Lincoln, NE 68508

**South Carolina Life and Accident and Health Insurance Guaranty Association**  
PO Box 8625  
Columbia, SC 29202

**Nevada Life & Health Insurance Guaranty Association**  
4600 Kietzke Lane, Suite O-269  
Reno, NV 89502

**South Dakota Life & Health Insurance Guaranty Association**  
PO Box 1030  
Sioux Falls, SD 57101-1030

**New Jersey Life & Health Insurance Guaranty Association**  
11 Wharf Avenue, Suite One  
Red Bank, NJ 07701

**Tennessee Life & Health Insurance Guaranty Association**  
150 3rd Avenue South, Suite 1600  
Nashville, TN 37201

**New Mexico Life Insurance Guaranty Association**  
PO Box 2880  
Santa Fe, NM 87504-2880

**Texas Life & Health Insurance Guaranty Association**  
515 Congress Avenue, Suite 1875  
Austin, TX 78701

**Life Insurance Company Guaranty Corporation of New York**  
18 North Broadway, Suite 208  
Tarrytown, NY 10591

**Utah Life & Health Insurance Guaranty Association**  
60 East South Temple, Suite 500  
Salt Lake City, UT 84111

**North Carolina Life & Health Insurance Guaranty Association**  
PO Box 10218  
Raleigh, NC 27605-0218

**Washington Life & Disability Insurance Guaranty Association**  
PO Box 2292  
Shelton, WA 98584

**North Dakota Life & Health Insurance Guaranty Association**  
PO Box 2422  
Fargo, ND 58108-2422  
**Ohio Life & Health Insurance Guaranty Association**  
1840 Mackenzie Drive  
Columbus, OH 43220

**West Virginia Life & Health Insurance Guaranty Association**  
PO Box 816  
Huntington, WV 25712  
**Wisconsin Insurance Security Fund**  
2820 Walton Commons Lane, Suite 135  
Madison, WI 53718-6797

**Oklahoma Life & Health Insurance Guaranty Association**  
201 Robert S. Kerr Avenue, Suite 600  
Oklahoma City, OK 73102

**Wyoming Life & Health Insurance Guaranty Association**  
6700 N. Linder Road, Suite 156, Box 139  
Meridian, ID 83646

**Oregon Life & Health Insurance Guaranty Association**

6700 N Linder Road, Suite 156 Box 138  
Meridian, ID 83646

**Pennsylvania Life & Health Insurance Guaranty Association**

Radnor Station Building No. 2, Suite 218  
290 King of Prussia Road  
Radnor, PA 19087

**Rhode Island Life & Health Insurance Guaranty Association**

The Foundry, Suite 445  
235 Promenade Street  
Providence, RI 02908

NOLHGA Omnibus Proof of Claim  
**Exhibit B**

American Medical & Life Ins. Co. (NY)  
As of September 1, 2017  
(\*Subject to Supplement)

**Administrative Expenses**

\*NOLHGA expenses incurred as of 3/31/17 and as allocated to Affected Associations.

<b><u>Affected Association</u></b>	<b><u>Allocation to Date</u></b>
Alabama	\$3,458
Alaska	\$0
Arizona	\$5,001
Arkansas	\$2,021
Connecticut	\$93
Delaware	\$1,026
District of Columbia	\$106
Florida	\$18,212
Georgia	\$7,058
Hawaii	\$86
Illinois	\$8,981
Indiana	\$3,581
Kansas	\$15
Kentucky	\$1,917
Louisiana	\$4,003
Maryland	\$3,616
Michigan	\$3,928
Mississippi	\$4,048
Missouri	\$6,096
Montana	\$158
Nebraska	\$1,333
Nevada	\$1,535
New Jersey	\$2,419
New Mexico	\$796
New York	\$28,372
North Carolina	\$4,315
North Dakota	\$290
Ohio	\$8,234
Oklahoma	\$3,189
Oregon	\$109
Pennsylvania	\$12,475
Rhode Island	\$1,597
South Carolina	\$5,873
South Dakota	\$77
Tennessee	\$5,193
Texas	\$20,530
Utah	\$852
Washington	\$59
West Virginia	\$2,154
Wisconsin	\$5,328
Wyoming	\$603

**Total: \$178,738**

# **EXHIBIT C**

FaegreBD.com

**FAEGRE BAKER  
DANIELS**

USA ▼ UK ▼ CHINA

**Joel A. Glover**  
*Partner*  
**+1 303 607 3648**  
Joel.Glover@FaegreBD.com

**Faegre Baker Daniels LLP**  
3200 Wells Fargo Center ▼ 1700 Lincoln Street  
Denver ▼ Colorado 80203-4532  
**Phone +1 303 607 3500**  
**Fax +1 303 607 3600**

December 18, 2018

**Via overnight delivery**

New York Liquidation Bureau  
110 William Street, 15<sup>th</sup> Floor  
Attention: General Counsel  
New York, NY 10038

Re: Omnibus Proof of Claim for American Medical and Life Insurance  
Company (“AML”): Supplement to Proof of Claim

Dear General Counsel:

This firm represents the National Organization of Life and Health Insurance Guaranty Associations (“NOLHGA”) regarding the AMLI Liquidation.

An Omnibus Proof of Claim was previously submitted on behalf of NOLHGA in a letter dated September 5, 2017 from the undersigned while at the Lewis Roca Rothgerber Christie LLP firm. Please be advised of the change of contact information and use the contact information identified herein.

In addition to the September 5, 2017 Omnibus Proof of Claim submission, there were several communications by and on behalf of NOLHGA and the Affected Associations, including, but not limited to, an exchange of emails between June 5, 2018 and June 15, 2018.

This Supplement to Proof of Claim is made subject to and in accordance with all prior submissions and communications made by or on behalf of NOLHGA and the Affected Associations whether by the Lewis Roca Rothgerber Christie LLP firm and/or by the Faegre Baker Daniels LLP firm.

As expressly provided for in the Omnibus Proof of Claim, Affected Association claims are subject to modification and supplement based on a number of factors. This letter provides

New York Liquidation  
Bureau

Page 2

December 18, 2018

supplemental information for the Omnibus Proof of Claim submitted by NOLHGA. Specifically, Updated Exhibit B, attached hereto, sets forth administrative expenses of the Affected Associations incurred as of September 30, 2018.

Sincerely,



Joel A. Glover

Attachment: Updated Exhibit B – Affected Association Administrative Expenses

cc: (via email with attachment)  
Joni Forsythe ([jforsythe@nolhga.com](mailto:jforsythe@nolhga.com))  
John Kelly, NYLB ([jpkelly@nylb.org](mailto:jpkelly@nylb.org))  
Gail Siponen, NYLB ([gpsiponen@nylb.org](mailto:gpsiponen@nylb.org))  
Cynthia Berardi, NYLB ([cberardi@nylb.org](mailto:cberardi@nylb.org))  
Alan Shortell, Life Insurance Company Guaranty Corporation ([info@nylifega.org](mailto:info@nylifega.org))

NOLHGA Omnibus Proof of Claim  
Updated Exhibit B (submitted on December 18, 2018)  
As of September 30, 2018

(Page 1 of 2)

<u>Affected Associations</u>	<u>Administrative Expenses</u>
AL	6,655
AZ	6,952
AR	2,810
CT	129
DE	2,680
DC	148
FL	25,317
GA	9,811
HI	119
IL	15,616
IN	4,979
KS	20
KY	2,664
LA	11,348
MD	5,027
MI	10,289
MS	5,627
MO	8,474
MT	2,219
NE	1,853
NV	2,133
NJ	3,363
NM	1,107
NY	39,441
NC	5,998
ND	487



# **EXHIBIT D**

NOLHGA – Omnibus (National Organization of Life & Health Insurance Guaranty Associations)  
13873 Park Center Road, Suite 505  
Herndon, Virginia 20171  
Attn: Joni Forsythe

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

-----X  
In the Matter of

Notice of Determination  
of Disallowance

the Liquidation of

Index No.: 452041/16

AMERICAN MEDICAL AND LIFE  
INSURANCE COMPANY.

-----X

The Superintendent of Financial Services of the State of New York as liquidator (“Liquidator”) of American Medical and Life Insurance Company (“AMLI”) hereby gives notice that the claim set forth below has been examined and that she will recommend to the Court that the claim be disallowed for the reason(s) set forth below.

If you accept the Liquidator’s recommendation, you are not required to take any further action. The recommendation will be presented to the Supervising Court for approval and your rights, pursuant to Article 74 of the New York Insurance Law, will be fully and finally determined.

If you object to the Liquidator’s recommendation, the Liquidator must receive your written objection(s) and all supporting documentation within 60 days after the date of mailing the NOD by U.S. mail at the address below:

**Creditor and Ancillary Operations Division  
New York Liquidation Bureau  
180 Maiden Lane  
New York, NY 10038-4925  
Attn: Estate Reporting, 14th Floor**

If you make a timely written objection, the Liquidator staff will contact you to address the objection. If the objection is resolved, the Liquidator will seek allowance of the agreed amount of the claim. If the objection cannot be resolved, and you request a hearing, the Liquidator will contact you and the court-appointed referee to initiate a pre-hearing conference. The referee will hear and report to the supervising court on the validity of your unresolved objection. Either you or the Liquidator may petition the supervising court, on notice, for an order to confirm or deny the referee’s report.

The Liquidator reserves the right to raise any other reasons in support of her denial of your claim(s) as further defenses arise in the adjudication process.

NOLHGA – Omnibus (National Organization of Life & Health Insurance Guaranty Associations)  
13873 Park Center Road, Suite 505  
Herndon, Virginia 20171  
Attn: Joni Forsythe

If you have any questions concerning this notice you may contact Receiver Ops at (212) 341-6728  
or [ReceiverOps@nylb.org](mailto:ReceiverOps@nylb.org).

Dated: 8/23/19  
New York, New York

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

Claimant: NOLHGA – Omnibus (National Organization of Life & Health Insurance  
Guaranty Associations)  
Liq. No.: AML-MISC-5  
Amount Disallowed: \$208,919.00

Reason Disallowed: The claims are disallowed for the following reasons:

The claims presented by NOHLGA relate in whole or in part to pre-liquidation services and do not represent a statutory or contractual obligation of AMLI or the Liquidator.

NOHLGA is neither a Guaranty Association nor a vendor of AMLI, and is not a recognized creditor in this proceeding.

To the extent that claims presented by NOHLGA cover Guaranty Association expenses incurred post-liquidation, the expenses of individual Guaranty Associations will be separately reviewed and determinations will be sent to those Guaranty Associations.

To the extent that claims presented by NOHLGA cover Guaranty Association expenses incurred post-liquidation, such expenses have not been properly identified or quantified as relating to the payment of claims under “policies, annuity contracts and funding agreements.”

To the extent that NOHLGA’s claims and any evidence supporting those claims were presented to the Liquidator after the Bar Date established in the AMLI Liquidation Order, the claims are barred.

NOLHGA – Omnibus (National Organization of Life & Health Insurance Guaranty Associations)  
13873 Park Center Road, Suite 505  
Herndon, Virginia 20171  
Attn: Joni Forsythe

Notice of Determination and Acknowledgement

**ACKNOWLEDGMENT OF RECEIPT**

\_\_\_\_\_ I hereby acknowledge receipt of the 8/23/19 Notice of Determination as a claimant. By signing this Acknowledgment of Receipt, I understand and **agree** to the content of the Notice of Determination.

\_\_\_\_\_ I hereby acknowledge receipt of the 8/23/19 Notice of Determination as a claimant. By signing this Acknowledgment of Receipt, I understand and **object** to the content of the Notice of Determination. My reason for objection is \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I request the Superintendent of Financial Services of the State of New York as liquidator of American Medical and Life Insurance Company mail future correspondence to:

\_\_\_\_\_ Same address as above

\_\_\_\_\_ New address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Claimant  
(Please Sign)

\_\_\_\_\_  
(Please Print)

# **EXHIBIT E**

NOLHGA – Omnibus (National Organization of Life & Health Insurance Guaranty Associations)  
13873 Park Center Road, Suite 505  
Herndon, Virginia 20171  
Attn: Joni Forsythe

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

-----x  
In the Matter of

**Written Objection to  
Notice of Determination  
of Disallowance Submitted  
to NYLB**

the Liquidation of

Index No.: 452041/16

AMERICAN MEDICAL AND LIFE  
INSURANCE COMPANY,  
-----x

The National Organization of Life and Health Insurance Guaranty Associations (“NOLHGA”) received the Notice of Determination of Disallowance dated August 23, 2019 (the “NOD”). In accordance with the deadline established in the NOD, NOLHGA hereby submits to the New York Liquidation Bureau this Written Objection to Notice of Determination of Disallowance (“Objection”) within 60 days of August 23, 2019, on or before Tuesday, October 22, 2019. Please contact undersigned counsel to address the objection.

**I. Background – Liquidation and Proofs of Claim**

1) American Medical and Life Insurance Company (“AMLI”) was placed into liquidation effective December 28, 2016. (Exhibit 1.<sup>1</sup>)

2) Dated September 5, 2017, an Omnibus Proof of Claim for AMLI was submitted on behalf of NOLHGA (referred to as the “Omnibus POC”). (Exhibit 2.) In addition to the claims of

<sup>1</sup> Each and every exhibit referenced herein is attached, submitted herewith and incorporated by reference as if fully set forth in the text hereof.

NOLHGA, the Omnibus POC was submitted on behalf of and included claims of forty-one (41) life and health insurance guaranty associations that are members of NOLHGA and specifically listed in Exhibit A (the “Guaranty Associations”).

a) The Omnibus POC acknowledged that each Guaranty Association reserved the right to supplement its claim to include any and all expenses and claims incurred directly by that Guaranty Association regardless of whether such claims were currently included and/or referenced in the Omnibus POC or otherwise reported by NOLHGA in the Omnibus Proof of Claims.

b) Exhibit A of the Omnibus POC (See Exhibit 2) identified the specific Guaranty Associations who were participating in the Omnibus POC and on whose behalf the Omnibus POC was submitted.

c) The Omnibus POC reserved rights of Guaranty Associations to assert claims against deposits maintained in their states.

d) The Omnibus POC expressly provided that the Guaranty Association claims are subject to modification and update based on a number of factors.

e) This Objection is submitted on behalf of NOLHGA and the Guaranty Associations identified in Exhibit 2 as participating in the Omnibus POC. To the extent individual Guaranty Associations directly submitted Proofs of Claims that have been disallowed, this Objection is also submitted on their behalf and should be incorporated by reference into their individual objections so that this Written Objection is considered a response from and on behalf of each Guaranty Association.

3) Dated December 11, 2018, the Supreme Court of the State of New York, County of New York, In the Matter of the Liquidation of American Medical and Life Insurance Company, Index

No. 452041/16 (the “Receivership Court”) entered its Order Approving the Procedure for the Liquidator’s Adjudication of Claims and Appointing Referee. (Exhibit 3.)

4) Dated December 21, 2018, a Supplement to the Proof of Claim was submitted on behalf of NOLHGA and the Guaranty Associations supplementing the Omnibus POC. (Exhibit 4.)

5) Dated August 23, 2019, the New York Liquidation Bureau (“NYLB”) sent NOLHGA a Notice of Determination of Disallowance (“NOD”) of the Omnibus POC. (Exhibit 5.) The NOD disallowed the Omnibus POC, stated specific reasons that the claim was disallowed, and provided that a written objection must be submitted within 60 after the date of the mailing, which established a deadline of October 22, 2019. The following were identified by NYLB as the reasons for the Omnibus POC to be denied:

The claims presented by NOLHGA relate in whole or in part to pre-liquidation services and do not represent a statutory or contractual obligation of AMLI or the Liquidator.

NOLHGA is neither a Guaranty Association nor a vendor of AMLI, and is not a recognized creditor in this proceeding.

To the extent that claims presented by NOLHGA cover Guaranty Association expenses incurred post-liquidation, the expenses of individual Guaranty Associations will be separately reviewed and determinations will be sent to those Guaranty Associations.

To the extent that claims presented by NOLHGA cover Guaranty Association expenses incurred post-liquidation, such expenses have not been properly identified or quantified as relating to the payment of claims under “policies, annuity contracts and funding agreements.”

To the extent that NOLHGA’s claims and any evidence supporting those claims were presented to the Liquidator after the Bar Date established in the AMLI Liquidation Order, the claims are barred.

6) Also dated August 23, 2019, NYLB sent NODs to individual Guaranty Associations providing notice that their claims had been disallowed.



a) For the vast majority of Guaranty Associations, the reason for disallowance provided by NYLB is the same. For example, for the Guaranty Associations from Alabama, Delaware, Illinois, Louisiana, Michigan, Montana, North Dakota, and South Carolina (Exhibits 6 through 13), the NYLB provided the following identical language as the “Reason for Disallowance”:

The claimed [sic] is not properly identified or quantified as relating to covered post-liquidation expenses. In addition, no documentation in support of the claim was submitted prior to the Bar Date established in the AMLI Liquidation Order.

b) For the Guaranty Association from Oregon (Exhibit 14), the “Reason for Disallowance” provided by the NYLB was stated as follows:

The claim is contingent and is now barred by the Bar Date established in the AMLI Liquidation Order. In addition, no documentation in support of the claim was submitted prior to the Bar date.

c) In contrast, for the Guaranty Association from Rhode Island, the claim was allowed by the NYLB in a Notice of Determination of Allowance dated March 4, 2019. (Exhibit 15.)

**II. Guaranty Associations Are Created by Statute for the Specific Purpose of Providing Protections in the Event of Insurer Insolvencies**

7) Guaranty Associations and NOLHGA are not typical vendor-type creditors in an insurance insolvency. Rather, each Guaranty Association is created by statute in its state of domicile (referred to as its enabling act) for the specific purpose of providing protection in the event that an insurer, such as AMLI, is placed into liquidation. The statutory rights, duties and obligations of the Guaranty Associations are established by state legislatures just like the statutes providing for the liquidation of New York insurers (*See New York Ins. Law § 7401 et seq.*) and just like the statutes establishing the New York Department of Financial Services (*See New York Financial Services Law § 102*). Each Guaranty Association is a member of NOLHGA.

NOLHGA is a voluntary association organized as a corporation and made up of state life and health insurance guaranty associations, including, but not limited to, each of the Guaranty Associations identified in Exhibit A of the Omnibus POC. (*See* Exhibit 2.)

8) The enabling act for each Guaranty Association is based on the Life and Health Insurance Guaranty Association Model Act as promulgated by the National Association of Insurance Commissioners (NAIC 520-1) (referred to as the “NAIC Model Act”). As stated in Section 2 of the NAIC Model Act, the purpose of the Act is to protect certain persons against failure in the performance of contractual obligations under certain life and health insurance policies and annuity contracts because of the insolvency of the member insurer. (Exhibit 16.) The Guaranty Associations were created to provide that protection. (*Id.*) As indicated in Exhibit 16, pages ST-520-3 to ST-520-7, either a current version or a prior version of the NAIC Model Act has been adopted by every state. In New York, the Guaranty Association’s enabling act is the Life Insurance Company Guaranty Corporation of New York Act, Sections 7701 through 7719. (Exhibit 17.)

### **III. Specific Statutory Language Protects Guaranty Association Claims**

9) New York Insurance Law Section 7435 establishes the priority of distribution of claims from the AMLI estate with relevant language providing as follows:

§ 7435 – Distribution for life insurers.

(a) The priority of distribution of claims from the estate of a life insurance company in any proceeding subject to this article shall be in accordance with the order in which each class of claims is herein set forth. Every claim in each class shall, subject to such limitations as may be prescribed by law and do not directly conflict with the express provision of this section, be paid in full or adequate funds retained for such payment before the members of the next class receive any payment. No subclasses shall be established within any class. The order of distribution of claims shall be:

(1) Class one. Claims with respect to the actual and necessary costs and expenses of administration, incurred by the liquidator, rehabilitator,

conservator or ancillary rehabilitator under this article, or by The Life Insurance Guaranty Corporation or The Life Insurance Company Guaranty Corporation of New York, and claims described in subsection (d) of section seven thousand seven hundred thirteen of this chapter.

\*\*\*

(4) Class four. All claims under insurance policies, annuity contracts and funding agreements, and all claims of the Life Insurance Company Guaranty Corporation of New York or any other guaranty corporation or association of this state or another jurisdiction, other than

- (i) claims provided for in paragraph one of this subsection, and
- (ii) claims for interest.

\*\*\*

10) Guaranty Associations from other states are specifically recognized by statute as having priority claims under § 7435. Consistent with that statutory recognition, the priority of claims owing to residents of ancillary states (which include Guaranty Associations from other states), are specifically recognized in New York Insurance Law § 7413, which provides as follows:

(a) In a delinquency proceeding against an insurer domiciled in this state, claims owing to residents of ancillary states shall be preferred claims if like claims are preferred under the laws of this state. All such claims whether owing to residents or non-residents shall be given equal priority of payment from general assets regardless of where such assets are located.

#### **IV. High Priority Claims for Guaranty Associations Under These Circumstances**

11) Under the plain language of New York Insurance Law, for these purposes, Guaranty Association claims are prioritized in one of two levels – Class One or Class Four.

a) Class One Claims. Section 7435(a)(1) makes specific reference to the Guaranty Association from New York. However, under New York Insurance Law, Section 7413, any Guaranty Association whose domestic priority statute grants it Class One

priority would have a strong argument that its administrative expense claims must be “preferred claims” since like claims would be preferred in New York.

b) Class Four Claims. To the extent Guaranty Association claims are not treated as preferred Class One claims, then the claims are Class Four claims under New York Insurance Law Section 7435 (a)(4). By its express terms, that section includes “all claims” of any other Guaranty Association of another jurisdiction. The only statutory exceptions are for claims already covered under Class One and claims for interest.

i) There is no statutory authority that would further restrict the very broad language “all claims.” For example, the language “all claims” cannot be interpreted to exclude pre-liquidation services. Likewise, “all claims” cannot be limited to claims under policies or contracts. Nor can “all claims” be limited to post-liquidation administrative expenses on a policy by policy basis. Instead, “all claims” of Guaranty Associations means just that, “all claims” of Guaranty Associations.

ii) In this case, expenses related to actions taken by Guaranty Associations in carrying out their power and duties under their enabling acts. Just like the New York Life Insurance Company Guaranty Corporation, each Guaranty Association is created by statute and the statutory language requires that the general assets of companies like AMLI be used to pay claims of Guaranty Associations.

iii) At the outset, in the Fall of 2016, representatives of the New York State Department of Financial Services – Insurance (“NYSDFS”) contacted NOLHGA in order to prepare for and coordinate regarding the possibility of an AMLI receivership. New York Insurance Law Section 7708 specifically authorizes rendering assistance and advice, upon the Superintendent’s request, “concerning rehabilitation, payment of claims, continuance of

coverage, or the performance of other contractual obligations of any impaired or insolvent insurer.” *See* Section 7708(e). In addition, the authority to “exercise all powers necessary or convenient for the purposes of this article” are expressly recognized. *See* Section 7708(h)(9). These are based on similar provisions from the National Association of Insurance Commissioners (“NAIC”) Life and Health Insurance Guaranty Association Model Act (“Model Act”). *See* Model Act Sections 8.I. and 8.L.9. Coordinating and preparing for the potential insurance receiverships is critical to protecting insurance consumers throughout the country and minimizing the disruption they would otherwise face. After AMLI was placed into liquidation in August of 2018, the Guaranty Associations continued to exercise powers and duties under their enabling acts related to AMLI’s insolvency.

12) The New York Legislature (along with the legislatures in essentially all other states) have specifically determined that the general assets of an insurer such as AMLI must be used to pay all claims of Guaranty Associations. Specifically, entry of the liquidation order triggered new statutory obligations that must be paid from AMLI’s general assets, as follows:

(e) The corporation shall have a claim against the impaired or insolvent insurer for all amounts expended by the corporation for the purposes of carrying out its obligations under this article.

New York Insurance Law Section 7713(e).

13) Moreover, New York law expressly requires that the total amount of all funds expended by the corporation in carrying out its powers and duties be repaid in full, plus interest. New York Insurance Law Section 7713(f)(2).

14) These two provisions are based on Model Act provisions adopted in other Guaranty Association enabling acts around the country. *See* Model Act Section 14.D and

14.E.2. In accordance with New York Insurance Law Section 7413, the preferred claims of Guaranty Associations under these circumstances are treated the same as the preferred claims of the corporation.

15) The claims submitted in the Omnibus Proof of Claim were incurred by Guaranty Associations in carrying out their powers and duties under the respective enabling acts. The plain language of New York Insurance Law (including sections in Article 74 and 77) require that “all claims” of the Guaranty Associations be paid from the general assets of AMLI. There are only two statutory exceptions applicable to “all claims” and they do not apply here.

16) Accordingly, under these circumstances, the general assets of AMLI are responsible for the payment of claims asserted in the Omnibus Proof of Claim, whether incurred pre-liquidation or post-liquidation. Statutory obligations have been created that are to be paid from AMLI’s general assets in the event of a liquidation. There is no statutory language that would otherwise limit “all claims” under these circumstances.

**V. Responses to NYLB’s Specific Reasons for Disallowance**

17) Each of the specific reasons relied on by the NYLB for disallowance of the claims is without merit and is not a valid basis to disallow the claim.

18) The first reason for disallowance stated by the NYLB is that: “The claims presented by NOLHGA relate in whole or in part to pre-liquidation services and do not represent statutory or contractual obligation of AMLI or the Liquidator.” In contrast to the NYLB’s reason, the Guaranty Associations have claims against the estate at Class four for “All claims \*\*\* of \*\*\* any other guaranty corporation or association of this state or another jurisdiction.” New York Ins. Law § 7435. There is no restriction in the statute that would

allow the word “all” to be interpreted to limit the claims to post-liquidation claims.

Moreover, New York law expressly recognizes that Guaranty Associations have a claim for “all amounts” expended for the purposes of carrying out their obligations. New York Ins. Law § 7713(e).

19) The second reason for disallowance relied on by the NYLB is that: “NOLHGA is neither a Guaranty Association nor a vendor of AMLI, and is not a recognized creditor in this proceeding.” Contrary to NYLB’s assertion, each Guaranty Association is expressly recognized as a creditor under New York law. New York Ins. Law § 7435. Each Guaranty Association is a member of NOLHGA and has authorized NOLHGA to submit the Omnibus POC on its behalf. The Omnibus POC specifically states that it submitting claims asserted by Guaranty Associations as follows: “NOLHGA is submitting this single omnibus proof of claims of all Guaranty Associations identified in Exhibit A hereto (incorporated herein by reference). \*\*\* Each Guaranty Association asserts claims for administrative expenses, policy benefits and any and all other claims to which they may be entitled under the enabling act and under New York law, including, but not limited to, Article 74 (including sections 7434 and 7435, as applicable.)” There is no legal authority that would restrict NOLHGA’s ability to assert claims on behalf of its member Guaranty Associations.

20) The third reason for disallowance relied on by the NYLB is that: “To the extent that claims presented by NOLHGA cover Guaranty Association expenses incurred post-liquidation, the expenses of individual Guaranty Associations will be separately reviewed and determinations will be sent to those Guaranty Associations.” This reason is invalid for several reasons. First, as explained above, Guaranty Associations have claims for pre-liquidation claims. Second, the Guaranty Associations are members of NOLHGA and

authorized NOLHGA to submit the Omnibus POC on their behalf. There is no legal basis to force the Guaranty Associations to interact separately and individually when they have elected to coordinate through NOLHGA. The coordinated efforts of the Guaranty Associations greatly promote consistent outcomes and judicial economy particularly where, as here, the reasons for denial stated by the NYLB are virtually identical. There are forty-one separate Guaranty Associations disputing the same issues. It is much more efficient for the Guaranty Associations and the judicial system to deal with one coordinated objection than forty-one separate objections. Moreover, as provided for in Section 8.M. of the NAIC Model Act, Guaranty Associations are expressly authorized to “join an organization of one or more other State associations of similar purposes, to further the purposes and administer the powers and duties of the Association.”

21) Concerns about inconsistent treatment and contradictory claim determinations are particularly significant here. The NYLB sent NODs to Guaranty Associations in August, which led to this Objection. (*See e.g.* Exhibits 5 through 11.) However, the NYLB previously sent NODs to Guaranty Associations in January advising them that “your claim is deemed a Class 4 claim” and that no further action is necessary to maintain a Class 4 claim. (*See* Exhibits 18 [Michigan Association], 19 [Rhode Island Association], 20 [Nebraska Association] and 21 [Hawaii Association].) As an example of the inconsistent treatment, the NOD sent to the Michigan Guaranty Association dated August 23, 2019 (Exhibit 9) fails to acknowledge or make any reference to the NOD sent to the Michigan Guaranty Association dated January 25, 2019 (Exhibit 16). Each Guaranty Association that has received an NOD establishing them as having a Class 4 claim objects to and opposes the NYLB’s effort to issue what appears to be an



alternative determination without any basis. As explained above, the Guaranty Associations have Class 4 claims and the NYLB acknowledged that priority in the January 25, 2019 NODs.

22) The fourth reason for disallowance relied on by the NYLB is that: “To the extent that claims presented by NOLHGA cover Guaranty Association expenses incurred post-liquidation, such expenses have not been properly identified or quantified as relating to the payment of claims under “policies, annuity contracts and funding agreements.” As explained above, contrary to that stated reason, Guaranty Association claims are not limited to policies, annuity contracts and funding agreements. Rather, New York law specifically provides that Guaranty Associations have class four priority for claims described as “all claims of the Life Insurance Company Guaranty Corporation of New York or any other guaranty corporation or association of this state or another jurisdiction, \*\*\*.” New York Ins. Law § 7435; *see also* New York Ins. Law § 7713(e) confirming that guaranty corporation in New York has claims for “all amounts expended.”

23) The fifth reason for disallowance relied on by the NYLB is that: “To the extent that NOLHGA’s claims and any evidence supporting those claims were presented to the Liquidator after the Bar date established in the AMLI Liquidation Order, the claims are barred.” That reason, too, fails. In this case, the Omnibus POC was submitted before the claims bar deadline. (*See* Exhibits 1 and 2.) The Omnibus POC includes a specific reservation of rights to supplement the claims. (*See* Exhibit 4.) Guaranty Associations have claims for all expenses, including those incurred after the Liquidation Order and after the Claims Bar Deadline. *See* New York Ins. Law § 7435. There is no legal authority to suggest that the Guaranty Associations lose the statutory right to assert claims against an insolvent insurer because they incurred costs under their enabling acts after the claims bar deadline.

24) The NYLB relied on the same reason related to documentation with respect to individual claims of the Guaranty Associations, as follows: “In addition, no documentation in support of the claim was submitted prior to the Bar Date established in the AMLI Liquidation Order.” That reason is not supported under the law. The Omnibus POC includes a description of the bases of the claims and an offer to provide additional detail and support upon request, as follows: “Claims of Guaranty Associations include but are not limited to administrative expenses, premiums for coverage period after the Guaranty Associations were triggered, unpaid assessments, refund of unearned premiums, reserves, payments, obligations and/or claims to policyholders, beneficiaries, insureds and/or providers arising in any way from the AMLI policies and/or incurred in accordance with each Guaranty Association’s enabling act and include but are not limited to settlements, judgments and the like. \*\*\* Updates and supplements will be provided periodically and additional detail and support will be provided upon request.” (Exhibit 2.) There is no basis to deny the claims because of lack of documentation, particularly in light of the express statutory authority and priority for Guaranty Association claims.

25) Finally, the NYLB relied on the following reason in response to the Oregon Guaranty Association, “The claim is contingent and is now barred by the Bar Date established in the AMLI Liquidation Order.” As explained above, the Guaranty Associations have claims for all expenses incurred carrying out their statutory duties and responsibilities. There is nothing that limits their claim to those incurred prior to the claims bar deadline.

#### **Conclusion and Requested Relief**

26) For the reasons set forth herein, NOLHGA and the Guaranty Associations object to the Notice of Determination of Disallowance and ask for the disallowance reasons as applied

to all Guaranty Associations be rejected in their entirety and that the full amount of all Guaranty Association claims be recognized and paid from available assets of AMLI.

Respectfully Submitted to NYLB by,

Counsel for the National Organization of Life and Health Insurance Guaranty Associations,

Faegre Baker Daniels LLP



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1144 15<sup>th</sup> Street, Suite 3400  
Denver, CO 80202-2569

Notice of Service via U.S. Mail Priority Express Service and Email as follows:  
Creditor and Ancillary Operations Division  
New York Liquidation Bureau  
180 Maiden Lane  
New York, NY 10038-4925  
Attn: Estate Reporting, 14<sup>th</sup> Floor

Via Email: John Pearson Kelly, General Counsel [jpkelly@nylb.org](mailto:jpkelly@nylb.org)

# **EXHIBIT F**

**From:** [Glover, Joel A.](#)  
**To:** [David Axinn](#)  
**Subject:** RE: AMLI Settlement Proposal  
**Date:** Monday, May 10, 2021 11:36:47 AM  
**Attachments:** [Supplement to Proof of Claim, 2018.12.18.PDF](#)

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David,

As a follow-up to our discussion, this email confirms that, as NOLHGA Task Force Counsel for the American Medical and Life Insurance Company liquidation, we have been authorized to reply to you and confirm that each of the affected Guaranty Associations (as identified in the attached NOLHGA's Supplement to Proof of Claim dated December 18, 2018) agrees not to object to the \$60,000 Proposed Allowance as set forth in your April 6, 2021 proposal. NYLB is authorized to represent to the Receivership Court as part of the submission for approval of the Proposed Allowance that NYLB has conferred with counsel for the NOLHGA Task Force and has been advised that the Guaranty Associations do not object to the Proposed Allowance. Please send us an advance draft of the Proposed Allowance as provided below so that we may review and confirm this position after reviewing.

As we discussed, the Proposed Allowance and this settlement does not include or address any claims of the South Carolina Life and Accident and Health Insurance Guaranty Association (South Carolina Association), the AMLIC deposit in South Carolina and/or any ancillary proceedings related thereto. The South Carolina Association has advised us that it makes no waiver and reserves all rights, including but not limited to rights related its claims, the deposit, and proceeding in South Carolina in accordance with South Carolina law.

**Joel A. Glover**

Partner

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**[Faegre Drinker Biddle & Reath LLP](#)**

1144 15th Street, Suite 3400  
Denver, Colorado 80202, USA

# **EXHIBIT G**

<b>CLMTNM</b>	<b>ADDR1</b>	<b>ADDR2</b>	<b>ADDR3</b>	<b>ADDR4</b>
City of Bainbridge	Occupational Tax Office	P.O. Box 946	Bainbridge, GA 39817	
City of Clearwater	Planning & Development Department	P.O. Box 4748	Clearwater, FL 33758-4748	
City of Dahlonoga	Occupation Tax Office	465 Riley Road	Dahlonoga, GA 30533	
City of North Miami Beach	NMB Finance Department	NMB City Hall, 3rd Floor	17011 NE 19 Ave	North Miami Beach, FL 33162
City of Orlando	Revenue Collections	400 S. Orange Avenue	Orlando, FL 32801-3365	
City of Stockbridge, Occupational Tax Office	4640 North Henry Blvd	Stockbridge, GA 30281		
Clark Hill	One Commerce Square	2005 Market Street, Suite 1000	Philadelphia, PA 19103	
Connecticut Life & Health Ins. Guaranty Assn.	P.O. Box 1550	Pawcatuck, CT 06379	Attn: Micaela Herr	
Debevoise & Plimpton, LLP	919 Third Avenue	New York, NY 10022	Attn: Edwin G. Schallert, Esq.	
District of Columbia Insurance	Regulatory Trust Fund Bureau	1455 Pennsylvania Avenue NW, Suite 400	Washington, DC 20004	Attn: WM Cohen
Elizabeth Font	8221 Riverboat Drive	Temple Terrace, FL 33637		
Elizabeth Font	8221 Riverboat Drive	Temple Terrace, FL 33637		
Guarantee Trust Life Insurance Company	1275 Milwaukee Avenue	Glenview, IL 60025		
Hawaii Life & Disability Ins. Guaranty Assoc.	1132 BISHOP STREET, SUITE 1590	Honolulu, Hawaii 96813	Attn: Hiram Tanaka, Exec. Director	
Illinois Life & Health Ins. Guaranty Assoc.	901 Warrenville Road, Suite 400	Lisle, IL 60532	Attn: Janis D. Potter, Exec. Director	
Joel Amu, Naomi Amu and Phina Amu-Mensah	C/O Arthur Schwartz, Principal Atty.	225 Broadway, Suite 1902	New York, NY 10007	
Kansas Insurance Department	420 SW 9th Street	Topeka, KS 66612-1678		
Kansas Life & Health Ins. Guaranty Assoc.	2909 SW Maupin Lane	Topeka, Kansas 66614-5335	Attn: Linda Becker, Administrator	
Louisiana Department of Revenue	P.O. Box 4969	Baton Rouge, LA 70821-4969		
McKool Smith,P.C.	300 Crescent Court, Suite 1500	Dallas, TX 75201	Att: Steve Bassinger	
Michigan Life & Health Ins. Guaranty Assoc.	1640 Haslett Road, Suite 160	Haslett, MI 48840-8683	Attn: John C. Colpean	
Nebraska Department of Insurance	941 O Street, Suite 400	P.O. Box 82089	Lincoln, NE 68501-2089	Attn: Martha Hettenbaugh, Supervisor
Nebraska Life & Health Ins. Guaranty Assoc.	233 South 13th Street, Suite 1900	Lincoln, NE 68508		
New Jersey Life & Health Ins. Guaranty Assoc.	11 Wharf Avenue, Suite One	Red Bank, NJ 07701	Attn: James M. Lenaghan, Exec. Director	
North Carolina Life & Health Ins. Guaranty Assn.	P.O. Box 10218	Raleigh, NC 27605-0218	Attn: Brad Taman, Executive Director	
NYS Department of Taxation & Finance	Bldg. 9	W A Harriman Campus #100	Albany, NY 12207	
Office Of The State Comptroller	Office Of Unclaimed Funds	110 State Street	Albany, NY 12236	Attn: Lawrence M. Schantz, Director
Oklahoma Life & Health Insurance Gty. Assoc.	201 Robert S. Kerr Avenue, Suite 600	Oklahoma City, OK 73102	Attn: Shari Mounce, Asst. Secretary	
PENNSYLVANIA DEPARTMENT OF REVENUE	BUREAU OF COLLECTIONS & TAXPAYER SERVICES	PO BOX 281041	HARRISBURG, PA 17128	
Pennsylvania Life & Health Ins. Guaranty Assoc.	Suite 218, Radnor Station Building	290 King of Prussia Road	Radnor, PA 19087	
Rhode Island Life & Health Ins. Guaranty Assn.	P.O. Box 9	Northfield, VT 05663	Attn: Richard Brockway, Admin. Secretary	
ROZA 14W LLC	C/O AZOULAY WEISS, LLP	864 WILLIS AVENUE, SUITE 6	Albertyson, NY 11507	ATTN: EDWARD J. WEISS, ESQ.
Stamps.com	PO Box 202928	Dallas TX 75320-2928		
State of Connecticut	Department of Revenue Services	450 Columbus Boulevard, Suite 1	Hartford, CT 06103-1837	
Tania Quan	111-61 166th Street	Jamaica, NY 11433		
Tania Quan	111-61 166th Street	Jamaica, NY 11433		
TELX- New York, LLC	1 State Street	21st Floor	New York, NY 10004	Attn: Legal Team
Texas Comptroller of Public Accounts	Revenue Accounting Division	Attention: Bankruptcy & Liens	PO Box 13528	Austin,TX 78711
Toshiba Financial Svcs	1111 Old Eagle School Rd	Wayne, PA 19087		