

At IAS Part \_\_\_ of the Supreme Court of the State of New York, County of Broome, at the courthouse located at 92 Court Street, Binghamton, New York, on the 13 day of August, 2024.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BROOME

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In the Matter of

Index No. EFCA 2024001871

the Application of

**ORDER**

Adrienne A. Harris, Superintendent of Financial Services of the State of New York, for an order to take possession and rehabilitate the business and affairs of

COLUMBIAN MUTUAL LIFE INSURANCE COMPANY.  
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Adrienne A. Harris, Superintendent of Financial Services of the State of New York (“Superintendent”), having moved this Court by order to show cause for an order, *inter alia*, placing Columbian Mutual Life Insurance Company (“CML” or “Company”) into rehabilitation, appointing the Superintendent and her successors in office as rehabilitator (“Rehabilitator”) of CML, and directing that, subject to the Court’s oversight, the Rehabilitator shall have exclusive authority to take exclusive possession and/or control of CML’s property, conduct its business, and take such steps as she deems necessary to remove the causes and conditions that made this proceeding necessary; and

Upon reading and filing the petition of the Superintendent, duly verified on June 20, 2024 (“Petition”), the affidavit of Mark McLeod, dated June 14, 2024, and the exhibits annexed thereto, this Court finds that CML should be placed into rehabilitation under Article 74 of the New York Insurance Law (“Insurance Law”) because (i) CML’s Board of Directors has unanimously consented to the entry of an order of rehabilitation; and (ii) the Superintendent has

found, after examination, that CML's continued operation of its insurance business without the protection of Article 74 of the Insurance Law and the supervision of this Court would be hazardous to its policyholders, creditors or the public; 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 rehabilitation ("Order") is granted;
2. The Superintendent and her successors in office are appointed Rehabilitator of CML;
3. The Rehabilitator 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;
4. The Rehabilitator is directed, subject to this Court's oversight, to take exclusive possession and/or control of CML's property, conduct its business, and take such steps as she deems necessary to remove the causes and conditions that made this proceeding necessary, and to deal with the property and business of CML in CML's name or in the name of the Rehabilitator;
5. All persons and entities are permanently enjoined and restrained from wasting the assets of CML, and are permanently enjoined and restrained, except as authorized by the Rehabilitator, from transacting CML's business (including the issuance of insurance policies) or disposing of CML's property;
6. All persons and entities are permanently enjoined and restrained from interfering with the Rehabilitator or this proceeding, obtaining any preferences, judgments, attachments, or other liens, or making any levy against CML, its assets or any part thereof, and commencing, advancing, or prosecuting any actions, claims, lawsuits, arbitrations, alternative dispute resolution proceedings, or other legal or administrative proceedings against the Rehabilitator, CML, the New York Liquidation Bureau ("NYLB), which serves as the staff for the Superintendent in her capacity as Rehabilitator, 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;
7. All persons and entities are permanently enjoined and restrained from taking any steps to transfer, foreclose, sell, assign, garnish, levy, encumber, attach, dispose

- of, or enforce purported rights in or against any claimed interest in any property or assets of CML;
8. All persons and entities are permanently enjoined and restrained from exercising any contractual right that permits such persons and entities, including, but not limited to, any party to a reinsurance agreement, to withhold, fail to pay, set-off, accelerate payment, declare a default, recapture funds, or take similar action with respect to any obligation owed by or to CML;
  9. All persons and entities are permanently enjoined and restrained from commuting, terminating, accelerating, or modifying any agreement of reinsurance, or asserting a default or event of default or otherwise exercising, asserting, or relying upon any other right or remedy, based upon (a) application for or consent to the appointment of a receiver of property or assets; (b) a finding of impairment or insolvency; (c) the filing of or consent to filing of a petition for receivership; or (d) becoming the subject of an order of rehabilitation or liquidation;
  10. All litigation matters in which CML is a party are stayed for a period of 90 days from the date this Order is signed;
  11. The Rehabilitator is vested with all rights in CML's contracts and agreements, including treaties and agreements of reinsurance, however described, and is permitted to, in her discretion, reject any executory contracts to which CML 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 CML's funds, accounts (including escrow accounts), or assets, shall immediately, upon the Rehabilitator's request and direction, and without further order of the Court: (a) turn over custody and control of such funds, accounts, or assets to the Rehabilitator; (b) transfer title of such funds, accounts, or assets to the Rehabilitator; (c) change the name of such accounts to the name of the Rehabilitator; (d) transfer funds from such bank, savings and loan association, or other financial institution; and (e) take any other action requested by the Rehabilitator that is reasonably necessary for the proper conduct of the rehabilitation proceeding;
  13. All persons and entities, including CML, its directors, officers, managers and employees, Columbian Financial Services Corporation, Production Partners, LLC, Administrative Partners, Inc., New Vision Service Corporation of New York, or any other affiliate of CML, having property, papers (including attorney work product and documents held by attorneys), and/or information (whether in electronic or paper form), including, but not limited to, insurance policies, underwriting data, annuity, reinsurance policies, claims files, actuarial reports, audit reports, financial statements, emails or other communications related to each

of the reports and financial statements discussed in the Petition, or computer equipment, software programs and licenses and/or bank records or any other documents, property or information owned by, belonging to, or relating to CML, shall preserve such property and/or information and immediately, upon the Rehabilitator's request and direction, and without further order of the Court, assign, transfer, turn over, and deliver such property, documents, and/or information to the Rehabilitator;

14. The Rehabilitator 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 CML, and the Rehabilitator 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. The Rehabilitator 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 CML estate will have sufficient assets to pay claims of such class;
16. Immunity is extended to the Superintendent in her capacity as Rehabilitator of CML, the NYLB, their successors in office, 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;
17. The Rehabilitator may at any time make further application to this Court for such further and different relief as she sees fit;
18. The Rehabilitator shall serve a copy of this Order by overnight delivery upon: (a) Columbian Mutual Life Insurance Company, c/o Michael C.S. Fosbury, President and Chief Executive Officer, 4704 Vestal Parkway East, Vestal, New York 13850; and (b) any person or entity who or that timely filed and served papers in opposition to the relief sought;
19. The Rehabilitator shall provide notice of this Order to all creditors, claimants, and interested persons by (i) publishing notice of this Order in *USA Today* once a week for two consecutive weeks, commencing within 30 days after the entered Order is posted to the New York State Courts Electronic Filing ("NYSCEF") system; and (ii) posting an entered copy of this Order on the Internet web page maintained by the NYLB at <http://www.nylb.org> within 5 days after the entered Order is posted to the NYSCEF system;
20. This Court shall retain jurisdiction over this matter for all purposes;

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

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BROOME

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In the Matter of

the Rehabilitation of

COLUMBIAN MUTUAL LIFE INSURANCE COMPANY.

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

ENTER

8/13/24   
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J.S.C.