

IN THE CIRCUIT COURT
OF THE CITY OF RICHMOND
JOHN MARSHALL COURTS BUILDING

COMMONWEALTH OF VIRGINIA, ex rel.)	
STATE CORPORATION COMMISSION,)	
)	
v.)	
)	
RECIPROCAL OF AMERICA,)	
THE RECIPROCAL GROUP,)	COURT FILE
)	NO.: <u>CHO3-135</u>
and)	
)	
JODY M. WAGNER,)	
TREASURER OF VIRGINIA,)	
)	
Respondents.)	

FINAL ORDER APPOINTING RECEIVER
FOR REHABILITATION OR LIQUIDATION

WHEREAS, pursuant to Title 38.2, Chapters 12 and 15 of the Virginia Code and other applicable Virginia law, an application has been filed with the Court for the entry of an order appointing the State Corporation Commission of the Commonwealth of Virginia (the "Commission") as Receiver of Reciprocal of America ("ROA") and The Reciprocal Group ("TRG") (collectively, ROA and TRG are referred to as Respondents'), and for permanent injunctive and other relief authorized by Title 38.2, Chapters 12 and 15 of Title 38.2 of the Virginia Code, for the reasons and purposes set forth in such application (the Application);

WHEREAS, this Court finds that it has subject matter jurisdiction over the facts, matters, and issues raised in the Application;

WHEREAS, Respondents have been duly served and, along with the Treasurer of Virginia, have had notice of the Application, and the parties have appeared by counsel and have agreed to the entry of this Order;

WHEREAS, the relief granted in this Order is a valid and essential exercise of, and fully consonant with, the Commonwealth's police power to regulate the business of insurance for the protection of the public good;

WHEREAS, a hearing was set for January 29, 2003, concerning the aforesaid Application, at which time the Respondents had a full and fair opportunity to litigate, contest, argue, and object to the matters and issues presented in the Application and this Order, and thereupon consented to the entry of this Order;

WHEREUPON, the parties proffered this Order to the Court, and the Court, being advised in the premises, makes the following findings:

- I. ROA and TRG, as attorney-in-fact ("Attorney-In-Fact"), are insurers for purposes of Title 38.2, Chapter 15, of the Virginia Code.
2. ROA and TRG, as Attorney-In-Fact for ROA, operate as, and comprise, a single insurance business enterprise (the "Single Insurance Business Enterprise") which is engaged in the business of insurance in the Commonwealth of Virginia.

Respondents are engaged in the business of issuing reciprocal insurance as reciprocal insurance is defined by Virginia Code § 38.2-1201, and entering into reinsurance agreements with respect to same, and are engaged in the business of insurance as defined by Virginia Code § 38.2-100.

4. ROA and TRG, as its Attorney-In-Fact, are in a condition, as a Single Insurance Business Enterprise, where any further transaction of business will be hazardous to the policyholders, creditors, members, subscribers and the public.
5. The relief sought in the Application is in the best interests of Respondents' subscribers, members, insureds, policyholders, creditors, and the public, such that important public objectives concerning the regulation of the business of insurance will be fulfilled by the granting of the relief sought in the Application.
6. Under the provisions of Virginia Code Title 38.2, Chapters 12 and 15, the Commission should be authorized to proceed with the rehabilitation or liquidation of Respondents and to take whatever steps are reasonably necessary or advisable, consistent with the language of this Order and any written agreements between Respondents and the Commission, for the protection of Respondents' subscribers, members, insureds, policyholders, creditors, or the public.
7. The Applicant is within its rights to exercise its powers under Chapters 12 and 15 of Title 38.2 of the Virginia Code, to seek an order and injunction and the appointment of a receiver if Respondent ROA and TRG, acting as its Attorney-In-Fact, are in a hazardous financial condition.

THEREFORE, it IS ORDERED, ADJUDGED, and DECREED that:

- (1) The Commission should be, and hereby is, appointed as Receiver of Respondents (the "Receiver") pursuant to Title 38.2, Chapters 12 and 15 of the Virginia Code, and is vested, in addition to the powers set forth herein, with all the powers and authority

expressed or implied under the provisions of those statutes. The Receiver may do all acts necessary or appropriate for the rehabilitation or liquidation of Respondents.

- (2) The Commissioner of Insurance, Alfred W. Gross, is hereby appointed as Deputy Receiver of Respondents (the "Deputy Receiver").
- (3) Melvin J. Dillon is hereby appointed Special Deputy Receiver of Respondents (the "Special Deputy Receiver").
- (4) The officers, directors, trustees, affiliates, agents, employees, creditors, subscribers, members, insureds, and policyholders of Respondents, all persons acting in concert with them, and all other persons or entities of any nature including, but not limited to, claimants, subscribers, members, insureds, policyholders, third-party beneficiaries of subscriber agreements and powers of attorney, contracts or policies of insurance, and any governmental agencies who have claims of any nature against Respondents, their assets or estate, the Receiver, the Deputy Receiver, or the Special Deputy Receiver, including crossclaims, counterclaims, and third-party claims, are hereby permanently enjoined and restrained from doing or attempting to do any of the following, except with leave of the Receiver or the Deputy Receiver:

- (a) conducting or attempting to conduct any portion or phase of the business of Respondents; including, but not limited to, writing any new business on behalf of the Respondents or compromising, or attempting to compromise, any obligation of Respondents, in any way legally binding or attempting to bind Respondents; commencing, bringing, maintaining, or further prosecuting any action at law, suit in equity, arbitration, or special or other proceeding against Respondents or their estate, or the Receiver and his successors in office, as Receiver thereof, or the Deputy Receiver, and his successors in office, as Deputy Receiver thereof, or the Special Deputy Receiver, and his successors in office, as Special Deputy Receiver thereof, or any person appointed pursuant to paragraph (D) below, except that this paragraph shall not apply to claims based upon any ROA reciprocal insurance contract;

- (b) making or executing any levy upon, selling, hypothecating, mortgaging, wasting, conveying, dissipating, or asserting control or dominion over the property or the estate of Respondents;
 - (c) seeking or obtaining any preference, judgments, foreclosures, attachments, levies, or liens of any kind against the property or estate of Respondents, except that this paragraph shall not apply to claims based upon any ROA reciprocal insurance contract;
 - (d) interfering in any way with these proceedings or with the Receiver, or any duly authorized representative or successor in office, in his acquisition of possession of, the exercise of dominion or control over, or his title to the property or estate of Respondents, including, but not limited to property held at 4200 Innslake Drive, Glen Allen, Virginia 23060, 700 East Main Street, Suite 1015, Richmond, Virginia 23219, and 4400 Cox Road, Glen Allen, Virginia 23060, or in the discharge of his duties as Receiver thereof; or
 - (e) commencing, maintaining, or further prosecuting any direct or indirect actions, arbitrations, or other proceedings against Respondents for proceeds of any policy issued to Respondents, except that this paragraph shall not apply to claims based upon any ROA reciprocal insurance contract.
- (5) The Receiver is hereby authorized to take any and all actions that it deems advisable in connection with the liquidation or rehabilitation of Respondents, oversee the rehabilitation or liquidation of Respondents, and approve any other authorized steps that it considers advisable in connection with the affairs of Respondents pursuant to Virginia Code § 38.2-1508 and Article IX, Section 3 of the Constitution of Virginia.
- (6) All claims against Respondents or their assets, with the exception of claims based upon any ROA reciprocal insurance contract, must be submitted to the Receiver as specified herein to the exclusion of any other method of submitting or adjudicating such claims in any forum, court, or tribunal subject to the further Order of the Commission. The Receiver or Deputy Receiver is hereby authorized to adopt a

Receivership Appeal Procedure to facilitate the orderly disposition or resolution of claims or controversies involving the receivership or the receivership estate.

(7) The Receiver, Deputy Receiver, and the Special Deputy Receiver shall have the

power:

- (a) to collect all debts and monies due and claims belonging to Respondents, wherever located, and for this purpose: (i) to institute and maintain timely actions in other jurisdictions, in order to forestall garnishment and attachment proceedings against such debts; (ii) to do such other acts as are necessary or expedient to marshal, collect, conserve, or protect Respondents' assets or property, including the power to sell, compound, compromise, or assign debts for purposes of collection upon such terms and conditions as they deem appropriate, and the power to initiate and maintain actions at law or equity or any other type of action or proceeding of any nature, in this and other jurisdictions; and (iii) to pursue any remedies available to enforce their claims;
- th to conduct public and private sales of the assets and property of Respondents, including any real property;
- (c) to acquire, invest, deposit, hypothecate, encumber, lease, improve, sell, transfer, abandon, or otherwise dispose of or deal with any asset or property of Respondents, and to sell, reinvest, trade, or otherwise dispose of any securities or bonds presently held by, or belonging to, Respondents upon such terms and conditions as they deem to be fair and reasonable, irrespective of the value at which such property was last carried on the books of Respondents. They shall also have the power to execute, acknowledge, and deliver any and all deeds, assignments, releases, and other instruments necessary or proper to effectuate any sale of property or other transaction in connection with the receivership;
- W to borrow money on the security of Respondents' assets, with or without security, and to execute and deliver all documents necessary to that transaction for the purpose of facilitating the receivership;
- (c) to enter into such contracts as are necessary to carry out this Order;
- (f) to terminate and disavow the authority previously granted Respondents' agents or marketing representatives to represent them in any respect, including the underlying agreements, and any continuing payment obligations created therein, as of the receivership date, with reasonable notice to be

provided and agent commissions accrued prior to any such termination or disavowal to be deemed a general creditor expense of the receivership;

- (g) to affirm, reject, or disavow any leases or executory contracts to which any Respondent is a party at such times as they deem appropriate under the circumstances, provided that payment due for any goods or services received after appointment of the Commissioner as Receiver, with his consent, will be deemed to be an administrative expense of the receivership, and provided further that other unsecured amounts properly due under the disavowed contract, and unpaid solely because of such disavowal, will give rise to a general unsecured creditor claim in the Receivership proceeding;
- (h) to institute and to prosecute, in the name of Respondents or in their own name, any and all suits and other legal proceedings, to defend suits in which any Respondent or the Receiver is a party in this state or elsewhere, whether or not such suits are pending as of the date of this Order, to abandon the prosecution or defense of suits, legal proceedings and claims which the Receiver, Deputy Receiver, or Special Deputy Receiver deems inappropriate to pursue further and to compromise suits, legal proceedings, or claims on such terms and conditions as the Receiver, Deputy Receiver, or Special Deputy Receiver deems appropriate;
- (i) to prosecute any action which may exist on behalf of the subscribers, members, insureds, policyholders, or creditors of Respondents against any officer or director of Respondents, or any other person;
- (j) to remove any or all records and other property of Respondents to the offices of the Deputy Receiver or Special Deputy Receiver or to such other place as may be convenient for the purposes of efficient and orderly execution of the receivership, and to dispose of or destroy, in the usual and ordinary course, such of those records and property as they may deem or determine to be unnecessary for the receivership;
- (k) to file any necessary documents for recording in the office of any recorder of deeds or record office in this state or wherever the property of Respondents is located;
- (l) to intervene in any proceeding wherever instituted that might lead to the appointment of a conservator, receiver, or trustee of Respondents or their affiliates or subsidiaries, and to act as the receiver or trustee whenever the appointment is offered;

- (m) to enter into agreements with any ancillary conservator, receiver, liquidator, rehabilitator, or Insurance Commissioner of any other state as they may deem to be necessary or appropriate; and
- (n) to perform such further and additional acts as they may deem necessary or appropriate for the accomplishment, or in aid, of the purpose of the receivership, it being the intention of this Order that the aforestated enumeration of powers shall not be construed as a limitation upon the Receiver, the Deputy Receiver, or the Special Deputy Receiver.

8 The Receiver is hereby vested with exclusive title both legal and equitable to all of Respondents' property, including all of their affairs, business, assets, books, records, property, real and personal, including all property or ownership rights, choate or inchoate, whether legal or equitable of any kind or nature including, but not limited to, all causes of action, defenses, letters of credit relating to the Respondents or their business, all interests of any kind in affiliates and subsidiaries including, but not limited to, The Reciprocal Insurance Agency, Ltd., The Premium Company of America, and The Reciprocal Insurance Charitable Fund, all stocks, bonds, certificates of deposit, cash, cash equivalents, contract rights, reinsurance contracts, and -cinsurance recoverable, in force insurance contracts and business, deeds, mortgages, leases, book entry deposits, bank deposits, certificates of deposit, evidences of indebtedness, bank accounts, securities of any kind or nature, both tangible and intangible, including but without being limited to any special, statutory, or other deposits or accounts made by or for Respondents with any officer or agency of any state government or the federal government, or with any banks, savings and loan associations, or other depositories and including such property of Respondents which may be discovered hereafter, wherever the same may be located and in

whatever name or capacity it may be held (all of the foregoing being hereinafter referred to as the “Property”) and is hereby directed to take immediate and exclusive possession and control of same. In addition to vesting title to all of the Property in the Receiver or its successors, the said Property is hereby placed in the *custodia legis* of the Commission, and the Commission is hereby vested with the authority to assume and exercise sole and exclusive *in rem* jurisdiction over all the Property, and any claims or rights respecting such Property to the exclusion of any other court or tribunal, other than the Commission, such exercise of sole and exclusive jurisdiction being hereby found to be essential to the safety of the public and of the claimants against Respondents.

- (9) The officers, directors, trustees, affiliates, agents, employees, creditors, subscribers, members, insureds, and policyholders of Respondents, and all persons acting in concert with them, are hereby ordered to surrender custody and control of the Respondents’ Property to the Receiver, wherever held, including each of Respondents’ offices, places of business, warehouses, and other facilities or locations, specifically including, but not limited to, the Property held at 4200 Innslake Drive, Glen Allen, Virginia 23060, and 700 East Main Street, Suite 1015, Richmond, Virginia 23219, and 4400 Cox Road, Glen Allen, Virginia 23060.
- (10) The Receiver and Deputy Receiver are authorized to employ and to fix the compensation of such deputies, counsel, employees, accountants, actuaries, investment counselors, asset managers, consultants, assistants, and other personnel as they consider necessary. All compensation and expenses of such persons and of

taking possession of Respondents and conducting this proceeding shall be paid out of the funds and assets of Respondents. The Receiver and the Deputy Receiver are further authorized to and may designate, from time to time, individuals authorized to act as their representative with respect to affairs of Respondents for all purposes, including, but not limited to, signing checks and other documents required to effectuate the performance of the powers of the Receiver.

(11) The Deputy Receiver and Special Deputy Receiver are hereby granted the authority to act on behalf of, or as representative of, the Receiver with respect to the affairs of Respondents for all purposes, being hereby granted the authority to exercise fully all the rights and powers of the Receiver other than those contained in §§ 38.2-1507 and 1508 of the Virginia Code including, but not limited to, the taking of any steps or actions reasonably necessary to effectuate the performance of the powers of the Commission granted pursuant to this order and the laws of the Commonwealth of Virginia. The Deputy Receiver and the Special Deputy Receiver shall serve at the pleasure and sole discretion of the Receiver.

N2 All persons, corporations, associations, and all other entities wherever located, are hereby enjoined and restrained from interfering in any manner with the Receiver, the Deputy Receiver, or the Special Deputy Receiver's possession of the Property or their title to or right therein and from interfering in any manner with the conduct of the receivership of Respondents. Said persons, corporations, associations, and all other entities are hereby enjoined and restrained from wasting, transferring, selling, disbursing, disposing of, or assigning the Property and from attempting to do so.

- (13) The Receiver, the Deputy Receiver, or the Special Deputy Receiver may change to their own name, the name of any Respondents' accounts, funds, or other property or assets held with any bank, savings and loan association, or other financial institution, wherever located, and may withdraw such funds, accounts, and other assets from such institutions or take any other action necessary for the proper conduct of the receivership.
- (14) All secured creditors or parties, pledge holders, lien holders, collateral holders, or other persons claiming secured, priority, or preferred interest in any property or assets of Respondents, including any governmental entity, are hereby enjoined from taking any steps whatsoever to transfer, sell, encumber, attach, dispose of, or exercise purported rights in or against the Property without the consent of the Receiver, the Deputy Receiver, or the Special Deputy Receiver.
- (15) No insurer, reinsurer, bank, savings and loan association, or other financial institution shall, without first obtaining permission of the Receiver, Deputy Receiver, or Special Deputy Receiver exercise any form of set-off, alleged set-off, lien, or other form of self-help whatsoever or refuse to transfer the Property to the Receiver's control.
- (16) Respondents, their officers, directors, subscribers, members, insureds, policyholders, agents and employees, and all other persons, having any property or records belonging to Respondents, including data processing information and records of any kind such as, by way of example only, source documents, are hereby directed to assign, transfer, and deliver to the Receiver, Deputy Receiver, or Special Deputy Receiver all of such property in whatever name the same may be held, and any

persons, firms, or corporations having any books, papers, or records relating to the business of Respondents shall preserve the same and submit these to the Receiver for examination at all reasonable times.

- (17) The Receiver or Deputy Receiver, upon reasonable notice as determined at their discretion, shall have the power to cancel, non-renew, or not offer tail coverage or extended reporting periods (collectively, "Tail Coverage") beyond the cancellation or non-renewal of all or certain subscriber agreements and powers of attorney, policies, or contracts of insurance or reinsurance issued by Respondents, whether or not the same are cancelable by their terms, provided that:
- a) in the event that fewer than all of Respondents' subscriber agreements and powers of attorney, policies, or contracts are canceled, or non-renewed, such cancellation or non-renewal should be implemented with respect to all similarly situated subscriber agreements and powers of attorney, policies, or contracts of the same type, at the same time, and in the same manner,
 - b) such cancellation or non-renewal of contracts or termination of Tail Coverage may give rise to unearned premium obligations calculated on a pro-rata basis, in accordance with the contract terms or as authorized by the Receiver or Deputy Receiver, and constituting subscriber, member, or insured claims against the assets of Respondents, and
 - c) in such cancellation, non-renewal, or termination of Tail Coverage, the Receiver may take into account the interests of persons insured or intended beneficiaries of such policies.
- (18) In addition to that provided by statute or by the subscriber agreements and powers of attorney, policies, or contracts, the Receiver or Deputy Receiver may, in their discretion, impose such full or partial liens, suspension, or moratoria upon the payment of any sums due under the subscriber agreements and powers of attorney,

policies, or contracts issued by Respondents as he deems proper under the circumstances, subject to the following provisions:

- (a) Any such lien, suspension or moratorium shall apply in the same manner or to the same extent to all similarly situated subscriber agreements and powers of attorney, policies, or contracts of the same type or to the particular types or payments due thereunder. However, the Commission, Deputy Receiver, or Special Deputy Receiver may, in their sole discretion, impose the same upon only certain types, but not all, of the payments due under any particular type of subscriber agreements and powers of attorney, policies or contracts.
 - (b) Notwithstanding any other provision of this Order, the Commission, Deputy Receiver, or Special Deputy Receiver, or their agents or employees, may exempt from any such lien, moratorium, or suspension, those hardship claims, as he may define them, that he, in his sole discretion, deems proper under the circumstances.
 - (c) The Commission, Deputy Receiver, or Special Deputy Receiver, or their agents or employees, shall only impose such lien, moratorium, or suspension when the same is not specifically provided for by subscriber agreements and power of attorney, policy, contract, or statute as part, or in anticipation, of a plan for the partial or complete rehabilitation of Respondents or when necessary, to determine whether such partial or complete rehabilitation is reasonably feasible.
 - (d) Under no circumstances shall the Commission, Deputy Receiver, or Special Deputy Receiver, or their agents or employees, be liable to any person or entity for his good faith decision to impose, or to refrain from imposing, such lien, moratorium, or suspension on subscriber agreements and power of attorney, policy, or contract.
 - (e) Notice of such lien, moratorium, or suspension on subscriber agreements and powers of attorney, policies, or contracts, which may be by publication, shall be provided to the holders of all subscriber agreements and powers of attorney, policies or contracts affected thereby. Any such person may, within ten days of such notice, file an application for hearing with the Commission for the presentation of any objection thereto.
- (19) The Commission and all deputies, special deputies, attorneys, accountants, actuaries, investment counselors, asset managers, peace officers, and other consultants shall be deemed to be public officers acting in their official capacities on behalf of the

Commonwealth of Virginia and shall have no personal liability for or arising out of their acts or omissions performed in good faith in connection with their services performed in connection with these or related proceedings or pursuant to this or related orders except as regards claims by the Receiver.

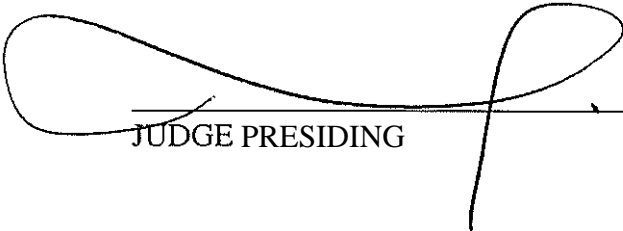
- (20) No judgment, order, attachment, garnishment sale, assignment, transfer, hypothecation, lien, security interest, or other legal process of any kind with respect to or affecting the Respondents or the Property, shall be effective or enforceable or form the basis for a claim against Respondents or the Property unless entered by the Commission, or unless the Commission has issued its specific order, upon good cause shown and after due notice and hearing, permitting same.
- (21) All rights and liabilities of Respondents' subscribers, members, insureds, policyholders, creditors, and other persons interested in the assets of the Respondents shall be fixed as of the date of the entry of an order to liquidate in the event of a liquidation as provided under the Virginia Code § 38.2-12. In the event of a rehabilitation, the rights and liabilities of Respondents' subscribers, members, insureds, policyholders, creditors, and other persons interested in the assets of the Respondents shall be fixed as of the date certain determined by the Commission to be appropriate under the circumstances.
- (22) All costs, expenses, fees, or any other charges of the receivership, including but not limited to fees and expenses of accountants, peace officers, actuaries, investment counselors, asset managers, attorneys, special deputies, and other assistants engaged by the Receiver, and other expenses incurred in connection herewith shall be paid

from the assets of Respondents. Provided, further, that the Commission, Deputy Receiver, or Special Deputy Receiver may, in their sole discretion, require third parties, if any, who propose rehabilitation plans with respect to Respondents to reimburse the estate of Respondents for the expenses, consulting, or attorney's fees and other costs of evaluating and/or implementing any such plan.

- (23) If any provision of this Order or the Application therefor is for any reason held to be invalid, the remainder of this Order and the application therefor to other persons or circumstances shall not be affected thereby.
- (24) The Receiver, Deputy Receiver, and Special Deputy Receiver are authorized to deliver to any person or entity a certified copy of this Order, or of any subsequent Order of the Commission, such certified copy, when so delivered, being deemed sufficient notice to such person or entity of the terms of such Order. But nothing herein shall relieve from liability, nor exempt from punishment by contempt, any person or entity who, having actual notice of the terms of any such Order, shall be found to have violated the same.

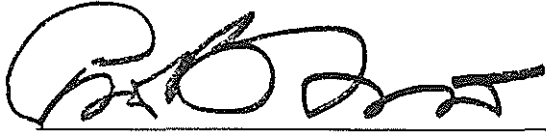
The Clerk of the Circuit Court of the City of Richmond is hereby directed to forward a certified copy of this order to all parties.

Signed this _____ day of _____, 2003.



JUDGE PRESIDING

We Ask For This:



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SEEN AND NOT OBJECTED TO:

RECIPROCAL OF AMERIC

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Date 1-29-0

COT NSEL FOR RECIPROCAL OF AMERICA

THE RECIPROCAL GROUP

By: _____

Date /-

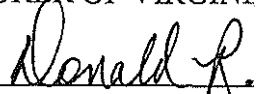
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By: _____

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