NO. D-1-GV-08-000945

THE STATE OF TEXAS	§	**IN THE DISTRICT COURT OF**
	§	
v.	§	
	§	
MEMORIAL SERVICE LIFE INSURANCE COMPANY, LINCOLN MEMORIAL LIFE INSURANCE COMPANY, AND NATIONAL PREARRANGED SERVICES, INC.	§	**TRAVIS COUNTY, TEXAS**
	§	
	§	
	§	
	§	**250TH JUDICIAL DISTRICT**

NORTHSTAR'S REPLY TO NOLHGA'S OBJECTION TO LIFT STAY

I. INTRODUCTION

1. In its objection to the motion to lift stay filed by Northstar Reinsurance Ireland Limited ("Northstar"), the National Organization of Life and Health Insurance Guaranty Associations ("NOLHGA") – following the lead of the SDR – misstates the nature of the relief sought by Northstar in this proceeding, claiming that Northstar improperly seeks access to "property of the estate" for the sole benefit of Northstar. As Northstar has repeatedly pointed out in its filings regarding its motion to lift the stay, Northstar is *not* seeking to lift the stay in order to obtain "property of the estate." To the contrary, Northstar is simply seeking a declaration that the Agreement is *not* "property of the estate" because the Agreement was properly terminated in accordance with its terms, prior to any insolvency.

2. The necessary corollary to a declaration that the Agreement does not constitute "property of the estate" is that the collateral posted in respect of Northstar's obligations under that Agreement also does not constitute "property of the estate." Indeed, the SDR has already agreed that it can draw the collateral only to the extent permitted by the Agreement – that is, for amounts that would be due Lincoln from Northstar under the Agreement. That Rule 11 agreement, to which the Texas Department of Insurance explicitly consented, was entered on the record on March 18, 2008. (Exh. 1.) Because no amounts will ever be due from Northstar under

the Agreement, as explained in depth in Northstar's prior filings, then the SDR would have no basis for any draw on the collateral – a fact with which the SDR and NOLHGA must agree. In sum, the necessary effect of the termination of the Agreement is that the collateral associated with the Agreement must be released. Northstar seeks to lift the stay only in order to obtain a judgment as to whether the Agreement has been terminated. If the Agreement has been properly terminated, then neither the Agreement nor its associated collateral constitute "property of the estate," and the SDR – and NOLHGA – have no right to avail themselves of assets that do not belong to the estate in order to meet administrative expenses or make distributions to creditors of the estate.

3. NOLHGA states, without argument or basis, that "Northstar's alleged termination was ineffective." Northstar disputes this contention and refers the Court to both its motion to lift stay and its reply in support of its motion to lift stay for a detailed response on this issue.

4. NOLHGA does raise two issues that the SDR did not raise in its objections to Northstar's motion to lift the stay. First, NOLHGA alleges that even if the Agreement has been properly terminated, the Agreement remains property of the estate because a terminal accounting must be made and, by NOLHGA's calculation, that terminal accounting results in a payment to the SDR that constitutes "property of the estate." In so arguing, NOLHGA both misconstrues the terms of the Agreement and, more egregiously, grossly misrepresents the October 24, 2007 Order of the Texas Department of Supervision, which placed Lincoln into supervision. Contrary to NOLHGA's assertions, Northstar terminated the Agreement based on Lincoln's failure to pay amounts due to Northstar prior to Lincoln's "insolvency," as that term is specifically defined in Amendment Three of the Agreement. Accordingly the termination of the Agreement did *not* trigger any terminal accounting, and NOLHGA's argument must be rejected out of hand.

5. Finally, NOLHGA claims that this Court has the exclusive jurisdiction for "all matters relating to Lincoln's receivership, and there is no basis to surrender that jurisdiction to an arbitrator." (Objections, ¶ 5.) Once again, NOLHGA has simply ignored those provisions of the Receivership Act and the Agreement that NOLHGA does not like. First, as discussed above, the Agreement and associated collateral are *not* "property of the estate" over which the Court necessarily has jurisdiction. Second, even if there were a colorable argument that the Agreement and associated collateral did somehow constitute "property of the estate" – a contention with which Northstar adamantly disagrees – Section 443.005(c)(2)(e) of the Receivership Act clearly preserves any contractual right to arbitrate that applied prior to the insolvency. Article IX of the Agreement contains just such a contractual right. Moreover, the arbitration agreement found in Article IX of the Agreement is itself extremely broad, providing that "[a]ll disputes and differences between [Lincoln] and [Northstar] on which an agreement cannot be reached will be decided by arbitration." (Exh. 2, Art. IX.) Thus, while this Court could assert jurisdiction over the issue whether the Agreement and associated collateral constitute "property of the estate," that jurisdiction is not exclusive, and Northstar is entitled under the Texas Receivership Act to insist upon its contractual right to submit the issue of whether the Agreement has been properly terminated, such that neither the Agreement nor the collateral constitute "property of the estate," to the arbitration panel.

II. ARGUMENT

A. Lincoln Was Not Insolvent When the Agreement Was Terminated.

6. NOLHGA devotes no fewer than seven pages of its brief to its attempt to justify its contention that Northstar had continuing obligations under the Agreement following its termination of the Agreement due to a purported obligation to perform a "terminal accounting"

that, by NOLHGA's calculation, results in a payment to Lincoln. (NOLHGA Objections, pp. 3-10.) NOLHGA's entire argument on this point hinges upon the faulty premise that Lincoln was "insolvent" at the time that Northstar terminated the Agreement pursuant to Paragraph 7 of Article VII of the Treaty, found in Amendment Three to the Agreement, which sets forth the parameters for "Termination for Nonpayment of Amounts Due by the Ceding Company While the Ceding Company is Insolvent." (NOLHGA Objections, ¶ 19.) In doing so, NOLHGA misrepresents the import and effect of the October 24, 2007 Order of Supervision. Contrary to NOLHGA's contentions, Lincoln was *not* insolvent at the time that the Agreement was terminated, and NOLHGA's contention that Northstar owed some continuing obligation to Lincoln that constitutes "property of the estate" must be rejected.

7. In early October, 2007, Lincoln and Northstar executed Amendment Three of the Agreement. As noted above, Amendment Three contained a revision to Article VII of the Agreement, setting forth the mechanism by which Northstar could terminate the Agreement for nonpayment of amounts due by Lincoln "while [Lincoln] is insolvent." (Exh. 2, Amendment Three, Art. VII, ¶ 7.) The parties explicitly defined the circumstances under which Lincoln would be considered "insolvent," stating:

> Insolvent, for purposes of this paragraph, is defined to be: (a) the filing of a voluntary or involuntary petition for liquidation by or on behalf [Lincoln], (b) any assignment for the benefit of creditors, or (c) the appointment of a conservator, liquidator, receiver, or statutory successor to conserve or administer [Lincoln's] properties or assets.

(*Id.*)

8. Not surprisingly, NOLHGA fails to spell out precisely how it contends that Lincoln was "insolvent" per the terms of the Agreement at the time the Agreement was terminated. A generous reading of ¶ 19 of NOLHGA's brief suggests that NOLHGA is

attempting to argue that the October 24, 2007 Confidential Order Creating State of Supervision and Appointing Supervisor (the "Supervision Order") issued by the Texas Commissioner of Insurance with respect to Lincoln constitutes the appointment of a "conservator" or "statutory successor" to conserve or administer Lincoln's properties or assets, such that Lincoln was insolvent at the time that Northstar terminated the Agreement. This argument is, at best, disingenuous and completely misrepresents the import and effect of the Supervision Order.

9. The Texas Insurance Code includes specific provisions relating to the appointment of a "conservator." Texas Ins. Code, Subchapter D, §§ 441.151-201. The provisions relating to conservatorship are entirely separate from the provisions in the Texas Insurance Code relating to supervision of an insurance company; indeed, the provisions relating to supervision are in a different subchapter than those relating to conservatorship. Texas Ins. Code, Subchapter C, §§ 441.101-105. The Supervision Order explicitly states that "the Commissioner has determined that [Lincoln] should be placed under *supervision*." (Exh. 3, Supervision Order, p. 2, emphasis added.) Moreover, the Supervision Order explicitly references § 441.104 of the Texas Insurance Code – a section found in "Subchapter C. Supervision" of the Code and entitled "Prohibited Acts during *Supervision*." (*Id.*, emphasis added.) Nowhere does the Supervision Order even mention conservatorship, except to say that if Lincoln fails to meet the requirements of the Supervision Order, "then the Commissioner may enter an order applying the remedies and sanctions authorized by Chapter 441 of the Texas Insurance Code and take any other action that is authorized law," which, read broadly, may constitute an oblique reference to conservatorship. Thus, the Supervision Order is just that – an order of *supervision* – and does *not* constitute the appointment of a conservator.

10. Nor does the Supervision Order appoint a "statutory successor" for Lincoln. Rather, the Supervision Order plainly contemplates that, although a supervisor will be appointed to oversee and approve certain of Lincoln's actions, *Lincoln* remains in possession and *Lincoln* must meet the requirements of the Supervision Order within a six-month period to avoid further action by the Commissioner. (Exh. 3, Supervision Order, pp. 2-4.)

11. Thus, NOLHGA cannot demonstrate that the Supervision Order somehow rendered Lincoln "insolvent" for the purposes of Paragraph 7 of Article 7 of the Agreement. Lincoln did not become "insolvent" as defined by Article VII, Paragraph 7 until the May 14, 2008 Rehabilitation Order was entered - almost a full two weeks after Northstar terminated the Agreement on May 2, 2008 due to Lincoln's failure to pay amounts due to Northstar. (*See* Termination Notice, Exh. 4.) Northstar effected that termination pursuant to Article VII, Paragraph 3 of the Agreement. (Exh. 2.)

12. Pursuant to Article VII, Paragraph 2 of the Agreement, Northstar's "liability with respect to any insurance policy reinsured hereunder will terminate on . . . the date this Agreement is terminated in accordance with Paragraph[] 3 . . ." such that Northstar had no further obligation with respect to reinsured policies following the May 2, 2008 termination of the Agreement. (*Id.*) In addition, the "Terminal Accounting and Settlement" requirements set forth in Article VIII of the Agreement apply only if the Agreement is terminated in accordance with Paragraphs 4, 5, or 7 of Article VII. Because Northstar terminated the Agreement under Paragraph 3 of the Agreement, no terminal accounting is required.

13. In light of the foregoing, neither of the alleged "continuing obligations" of Northstar that purportedly constitute "property of the estate" exist. NOLHGA first claims that Northstar has a continuing obligation to reinsure paid-up policies. (NOLHGA Objections, ¶¶18-

21.) Given that Northstar terminated the Agreement pursuant to Article VII, Paragraph 3 – *not* Article VII, Paragraph 7 – Northstar has no such obligation. Rather, pursuant to Article VII, Paragraph 2, Northstar's obligations terminated in their entirety on May 2, 2008. NOLHGA's second claim, that Northstar owes Lincoln some payment as a result of a terminal accounting, fares no better. (NOLHGA Objections, ¶¶ 22-26.) The terminal accounting provisions do not apply to a termination effected pursuant to Article VII, Paragraph 3 of the Agreement. Thus, Northstar has no continuing obligations under the Agreement that might conceivably comprise "property of the estate" to which the stay applies, and NOLHGA's argument should be rejected in its entirety.

B. Northstar Is Entitled to Arbitrate the Issue Whether the Agreement Was Properly Terminated as of May 2, 2008.

14. NOLHGA contends that "this Court has 'exclusive jurisdiction' over this matter, and there is no reason for it to cede its jurisdiction to an arbitration panel." (NOLHGA Objections, ¶ 29.) In so arguing, NOLHGA relies on § 443.005(c) of the Texas Insurance Code, which provides that "the receivership court, as of the commencement of a delinquency proceeding . . . has exclusive jurisdiction of all property of the insurer." Thus, as did the SDR in its response to Northstar's motion to lift stay, in making this argument NOLHGA assumes that the Agreement and associated collateral constitute "property" of the insurer, ignoring the fact that the very issue that Northstar seeks to resolve is *whether* the Agreement and associated collateral constitute "property of the estate." The basis for the Court's jurisdiction over the actual issue can be found in the second sentence of Section 443.005, which provides that "[t]he receivership court has *original, but not exclusive jurisdiction* of all civil proceedings arising . . . in or related to delinquency proceedings under this chapter." Texas Ins. Code 443.005(c)(2) (emphasis added). Arguably, the determination whether the Agreement and collateral constitute

"property of the estate" is "related to" Lincoln's insolvency proceeding. Thus, although this Court would have jurisdiction over that issue if the parties were to agree to submit the issue to the Court for resolution, it does not have *exclusive* jurisdiction over that issue.

15. Indeed, NOLHGA's reading of §443.005(c) must be rejected because it essentially renders §443.005(e) ineffective. Section 443.005(e) provides, in pertinent part, that "[e]xcept as to claims against the estate, nothing in this chapter deprives a party of any contractual right to pursue arbitration."

16. As discussed at length in ¶ 20 of Northstar's Reply Brief in Support of Motion to Lift Stay, Northstar is not asserting a "claim against the estate." The Receivership Act makes clear that a "claim" refers to an action for monetary amounts owed. *See* Texas Insurance Code, Sec. 443.252. Northstar does not seek to lift the stay in order to pursue amounts owed to it by Lincoln. All Northstar seeks is a determination that the Reinsurance Agreement has been properly terminated, that Northstar bears no further liability under the Agreement and that, in the absence of such liability, Northstar has no further security obligations under the Agreement, such that the amounts that Northstar previously posted as security may be released to Northstar. Northstar does not seek payment of past due amounts owed to it by Lincoln.

17. Moreover, Northstar clearly has a contractual right to arbitrate this issue. Article IX of the Agreement provides that "[a]ll disputes and differences between [Lincoln] and [Northstar] on which an agreement cannot be reached will be decided by arbitration." (Exh. 2, Art. IX.) This language clearly encompasses any dispute over whether the Agreement was properly terminated. *See Houston General Ins. Co. v. Realex Group, N.V.*, 776 F.2d 514, 516-17 (5th Cir. 1985). In light of the fact that the Agreement explicitly provides Northstar with that contractual right, NOLHGA's contention that "Northstar offers no principled reason why an

arbitrator, rather than the Court, should decide the threshold question" must be soundly rejected. The principled reason why an arbitration *panel*[1] should decide this issue is that the parties expressly agreed to an extremely broad arbitration provision that mandates arbitration of *all* disputes and differences. Thus, §443.005(e) clearly applies to the threshold issue at hand – whether the Agreement was properly terminated on May 2, 2008.

18. NOLHGA also improperly claims that in asking that an arbitration panel resolve the issue whether the Agreement was properly terminated "Northstar unilaterally assumes that the collateral is not property of the estate and, therefore, may be disposed of by arbitrators." Northstar assumes no such thing – rather, that is the precise issue that Northstar seeks to resolve. Indeed, without lifting the stay in order to determine whether the Agreement was properly terminated as of May 2, 2008, the threshold question whether the Agreement and the collateral posted under the Agreement constitutes "property of the estate" to which the stay even applies cannot be resolved. Further, unless or until that issue is resolved, this Court does not have the "exclusive jurisdiction" over the collateral that NOLHGA so desperately desires.

C. A Clear Statutory Basis Exists to Lift the Stay for the Purpose of Determining Whether the Agreement and Associated Collateral Constitute "Property of the Estate."

19. NOLHGA makes a number of arguments as to why Northstar has purportedly failed to meet the requirements for lifting the stay set forth in Sections 443.008(h) and (i) of the Receivership Act. Paragraphs 8 through 18 of Northstar's Reply in Support of Motion to Lift Stay address these arguments in detail, and Northstar hereby incorporates those arguments as though fully set forth herein. That said, Northstar is compelled to point out a glaring omission in NOLHGA's argument regarding § 443.008(h)(1) – an omission that demonstrates NOLHGA's

[1] NOLHGA seemingly does not understand that a panel of three arbitrators (one appointed by Lincoln, one appointed by Northstar, one neutral, all already chosen) would decide this issue, rather than the hypothetical sole arbitrator repeatedly referenced in NOLHGA's papers.

apparent willingness to ignore both the facts and the law in order to achieve its goal of muddying the issue sufficiently to tie up assets to which neither NOLHGA nor the SDR is entitled.

20. Specifically, in Paragraph 38 of its objections, NOLHGA discusses the use of the word "includes" in §443.008(h)(1), stating that "subsection (h)(1) limits 'cause' to what is listed in subsection (i)." Subsection 443.008(i), of course, states that "'cause' *includes*" certain scenarios. As Northstar pointed out in its Reply in Support of Motion to Lift Stay, pursuant to § 311.005 of the Texas government code, "'includes' and 'including' are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded." TEX. GOV. CODE, §311.005(13). In accordance with this statutory definition, Texas courts have repeatedly construed the word "include" to signify a non-exclusive list. *E.g.*, *State v. Vasilas*, 187 S.W.3d 486, 488-92 (Tex. Crim. App. 2006); *H.G. Sledge, Inc. v. Prospective Inv. & Trading Co., Ltd.*, 36 S.W.3d 597, 603 (Tex. App. – Austin 2000, pet. denied); *Wilburn v. State*, 824 S.W.2d 755, 762 (Tex. App. – Austin 1992, no writ).

21. Although Northstar's Reply was filed on November 17, 2008, such that NOLHGA had a copy of that Reply in hand for two weeks prior to filing its own objections on December 1, 2008, NOLHGA fails to respond in any way to the fact that, *by statute*, the term "includes" is a term of enlargement, not limitation. And, indeed, because Subsection (i) itself uses the word "includes," NOLHGA's argument that "if subsection(h)(1) was intended to mean 'cause' expansively, it would not have used the limiting language, 'cause *as described by Subsection (i)*" makes absolutely no sense. Rather, it is subsection (i) itself that, by using the expansive term "includes," provides for a broad reading of "cause," contemplating the potential for "cause" in situations other than the specific circumstances detailed in the statute.

D. NOLHGA's Equitable Argument Concerning Forfeiture Is Inapposite.

22. Citing a 1926 case, NOLHGA also includes a throwaway paragraph claiming that Northstar seeks a "forfeiture" of the premium paid by Lincoln that is not permitted in equity.[2] In that case, which involved a policyholder and an insurance company, the court refused to recognize a forfeiture of the policy where "the insurance company itself by the acceptance of the premium – an act wholly inconsistent with the forfeiture – has failed and refused to recognize." *Bailey v. Souvereign Camp, W.O.W.*, 288 S.W. 115, 116 (Tex. 1926.) This ruling has no bearing on the instant case. In this case, *pursuant to the terms of the Agreement that were expressly agreed by the parties*, Northstar was entitled to terminate the contract upon thirty-days notice upon nonpayment of amounts due from Lincoln, and Northstar's liability for *all* reinsured policies terminated as of the termination date, regardless of the premium-paying status. (Exh. 2, Article VII, ¶¶ 2, 3; *Solar Soccer Club v. Prince of Peace Lutheran Church of Carrollton*, 234 S.W.3d 814, 828 (Tex. App. Ct. 2007).) This is the right that Northstar bargained for and obtained when the parties entered into the Agreement.

23. Thus, there was no "forfeiture" that Northstar then "failed and refused to recognize." To the contrary, Northstar has insisted upon its rights with respect to termination of the Agreement.

[2] It appears that NOLHGA cannot decide whether this is a legal or an equitable argument. In the section heading, NOLHGA states that this argument arises out of equity, while in the body of the paragraph. NOLHGA states that the alleged forfeiture is not permitted by law. In either case, NOLHGA is wrong.

III. CONCLUSION

24. For all the foregoing reasons, the Court should reject all of NOLHGA's purported objections and should grant Northstar's Motion to Lift Stay for the purpose of arbitrating the issue whether the Agreement has been properly terminated.

Dated: December 31, 2008

Respectfully submitted,

By: _____

Mary F. Keller
State Bar No. 11198299

WINSTEAD PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Telephone: (512) 370-2800
Facsimile: (512) 370-2850

Michael R. Hassan
Randi Ellias
Butler Rubin Saltarelli & Boyd LLP
70 West Madison Street, 18th Floor
Chicago, Illinois 60602
(312) 444-9660

PETITIONER NORTHSTAR REINSURANCE IRELAND LIMITED

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served via electronic transmission in accordance with the Texas Rules of Civil Procedure on this the 31st day of December, 2008, to the following counsel:

Via Email: Leanne.Layne@tdi.state.tx.us
Leanne Layne
Texas Department of Insurance
Liquidation Oversight - 305-1D
PO Box 149104
Austin, TX 78714-9104

Via Email: Rachel.Giani@tdi.state.tx.us
Rachel Giani
Texas Department of Insurance
Financial Counsel/Legal Services - 821
PO Box 149104
Austin, Texas 78714-9104

Via Email: James.Kennedy@tdi.state.tx.us
James Kennedy
Texas Department of Insurance
872- Legal Services\Liquidation Allocated
110-1A
PO Box 149104
Austin, Texas 78714-9104

Via Email: Kathy.Gartner@tdi.state.tx.us
Kathy Gartner
Texas Department of Insurance
582 - Rehabilitation & Liquidation Oversight
305-1C
PO Box 149104
Austin, Texas 78714-9104

Via Email: jrixen@rixenlaw.com
Jackie Rixen
The Law Office of Jacqueline Rixen
8500 N. Mopac, Suite 605
Austin, Texas 78759
Counsel to TLAHHSIGA

Via Email: jglover@rothgerber.com
Joel A. Glover
Rothgerber, Johnson & Lyons LLP
One Tabor Center, Suite 3000
1200 Seventeenth Street
Denver, CO 80202
Counsel to NOLHGA Task Force

Via Email: hdeleon@dbilaw.com
Hector De Leon
De Leon, Boggins & Icenogle
221 W. 6th Street, Suite 1050
Austin, Texas 78701
Counsel for National Heritage Enterprises, Inc. and Forever Enterprises, Inc.

Via Email: Jean.Sustaita@tdi.state.tx.us
Jean Sustaita
Texas Department of Insurance
582 Liquidation Oversight
PO Box 149104
Austin, Texas 78714-9104

Via Email: jramsey@jramsey-law.com
Jennifer Ramsey, P.C.
400 W. 15th St., Suite 200
Austin, Texas 78701-1647

Via Email: jennifer.jackson@oag.state.tx.us
Jennifer Jackson
Ass't. Attorney General
PO Box 12548
Austin, TX 78711-2548

Via Email: karen.pettigrew@oag.state.tx.us
Karen Pettigrew
Ass't. Attorney General
PO Box 12548
Austin, TX 78711-2548

Via Email: Douglas.schmidt@huschblackwell.com
Douglas Schmidt
Husch Blackwell & Sanders
4801 Main Street #1000
Kansas City, MO 64112

Via Email: ekaye@skeltonwoody.com
Edward F. Kaye
Skelton & Woody
PO Box 1609
Austin, TX 78767-1609

Via Email: hskelton@skeltonwoody.com
J. Hampton Skelton
Skelton & Woody
PO Box 1609
Austin, TX 78767-1609

Via Email: eric.haab@lovells.com
Eric Haab
Lovells, LLP
330 N. Wabash Avenue
Suite 1900
Chicago, IL 60611
Counsel for Hannover Life Re

Via Email: Marybeth.wilkinson@lovells.com
MaryBeth Wilkinson
Lovells, LLP 330 N. Wabash Avenue
Suite 1900
Chicago, IL 60611
Counsel for Hannover Life Re

Via Email: kyelkin@gardere.com
Kimberly Yelkin
Gardere Wynne Sewell
600 Congress Ave. Suite 3000
Austin, TX 78701-2978

Via Email: kay.wilde@lovells.com
Kay Wilde
Lovells, LLP
330 N. Wabash Avenue
Suite 1900
Chicago, IL 60611
Counsel for Hannover Life Re

Via Email: sharon.euler@ago.mo.gov
Sharon K. Euler
Assistant Attorney General
Fletcher Daniels State Office Bldg.
615 E 13th Street Suite 401
Kansas City MO 64112

Via Email: jwerner@rmqlawfirm.com
John Werner
Reaud, Morgan & Quinn LLP
801 Laurel Street
PO Box 26005
Beaumont, TX 77720-6005
Counsel for Broussard's Mortuary, Inc.

Via Email: phobbs@mcginnislaw.com
Penny Hobbs
McGinnis, Lochridge & Kilgore
600 Congress Avenue #2100
Austin, TX 78701
Counsel for Henneke Funeral Home

Via First Class Mail
Internal Revenue Service
Special Procedures Branch
P.O. Box 250
300 East 8th Street, Suite 352
Mail Stop 5022AUS
Austin, TX 78701

Via First Class Mail
Chad J. Snyder
Denzer-Farison-Hottinger & Snyder Funeral Home
360 East Center Street
Marion, OH 43302

Via Email: lyork@mcginnislaw.com
Larry York
McGinnis, Lochridge & Kilgore
600 Congress Avenue #2100
Austin, TX 78701
Counsel for Henneke Funeral Home

Via Email: mponder@cbmplaw.com
J. Michael Ponder
Cook, Barkett, Maguire & Ponder, L.C.
715 N. Clark
P.O. Box 1180
Cape Girardeau, MO 63702-1180
Interim Class Counsel for James & Gahr

Via Email: jwhatley@wdklaw.com
Joe R. Whatley
Whatley Drake & Kallas, LLC
1540 Broadway, 37th Floor
New York, NY 10036
Interim Class Counsel for James & Gahr

Via Email: bmcculley@mcculleymccluer.com
R. Bryant McCulley
McCulley McCluer, PLLC
One Independent Drive, Suite 3201
Jacksonville, FL 32202
Interim Class Counsel for James & Gahr

Via Email: tbutler@wdklaw.com
Thomas J. Butler
Whatley Drake & Kallas, LLC
2001 Park Place North, Suite 1000
Birmingham, AL 35203
Interim Class Counsel for James & Gahr

Via Email: smccluer@mcculleymccluer.com
Stuart H. McCluer
McCulley McCluer, PLLC
1109 Van Buren Avenue
Oxford, MS 38655
Interim Class Counsel for James & Gahr

Via Email: cfuller@fullerlaw.org
Christopher Fuller
Fuller Law Group
4612 Ridge Oak Dr
Austin, TX, 78731
Counsel for Special Deputy Receiver

Via Email: SNewberg@banking.state.tx.us
Stephanie Newberg
Texas Department of Banking

Via Email: foloughlin@rothgerber.com
Frank O'Loughlin
Rothgerber, Johnson & Lyons LLP
One Tabor Center, Suite 2000
1200 Seventeenth Street
Denver, CO 80202
Counsel to NOLHGA Task Force

Via Email: coliver@rothgerber.com
Cindy C. Oliver
Rothgerber, Johnson & Lyons LLP
One Tabor Center, Suite 3000
1200 Seventeenth Street
Denver, CO 80202
Counsel to NOLHGA Task Force

Via Email: charles@elpolaw.com
Charles E. English
English Lucas Priest & Owsely, LLP
1101 College Street
P.O. Box 770
Bowling Green, Kentucky 42102-0770
Counsel for Hardy & Son Funeral Homes

Via Email: mhassan@butlerrubin.com
Michael R. Hassan
Butler Rubin Saltarelli & Boyd LLP
70 West Madison Street, Ste. 1800
Chicago, IL 60602

Via Email: rellias@butlerrubin.com
Randi L. Ellias
Butler Rubin Saltarelli & Boyd LLP
70 West Madison Street, Ste. 1800
Chicago, IL 60602

Mary F. Keller