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 POST-HEARING BRIEF RESPONDING TO NEWLY-RAISED ARGUMENTS IN THE SDR AND NOLHGA'S PRE-HEARING BRIEF

I. INTRODUCTION

1. In their jointly-submitted Pre-Hearing Brief, NOLHGA[1] and the SDR raise two issues that had not previously been raised in the many briefs filed in this matter. Specifically, NOLHGA and the SDR argue for the first time that a release of the security currently posted to secure Northstar's obligations under the Agreement would constitute a fraudulent transfer and/or a voidable preference under the Texas Receivership Act. Even assuming that the SDR and NOLHGA have not waived those arguments by failing to raise them in timely-filed objections, these arguments have no merit. These arguments yet again assume that the LOC and trust assets at issue constitute "property of the estate" – the very issue that Northstar seeks to resolve after the stay is lifted. Any rights that Lincoln may have had in the security expired when Northstar terminated the Agreement pursuant to Paragraph 3 of Article VII. Thus, Lincoln's estate has no interest in the security, and no "preference" or "transfer" would result from the release of that security to Northstar.

2. In their Pre-Hearing Brief, NOLHGA and the SDR also attempt to flesh out the "forfeiture" argument to which NOLHGA had devoted a single paragraph and the SDR had

[1] Defined terms used herein have the same meaning as in Northstar's prior submissions in this matter.

devoted a single sentence in their previously-filed, respective oppositions to Northstar's motion to lift the stay. It is clear that the forfeiture argument is as devoid of merit as the voidable preference and fraudulent transfer arguments. Lincoln and Northstar, both sophisticated commercial entities, entered into a negotiated contract that contains explicit terms providing that if Northstar terminates the Agreement under Paragraph 3 of Article VII of the Agreement, Northstar shall have no further liability under the Agreement – full stop. Texas courts have made plain that they will uphold such explicit, negotiated provisions, even where the result may be characterized as "harsh."

3. Thus, none of the eleventh-hour arguments raised by the SDR and NOLHGA have any merit and serve only to highlight the SDR's and NOLHGA's desperation to avoid the consequences of Northstar's termination of the Agreement. In sum, Northstar has amply demonstrated that it is entitled to a lift of the stay for purposes of resolving whether the security at issue constitutes "property of the estate" to which the stay even applies, and this Court should lift the stay to permit the arbitration panel to determine whether the Agreement was properly terminated, such that the SDR has no interest in the security posted thereunder.[2]

II. ARGUMENT

A. The SDR's and NOLHGA's Arguments Concerning Forfeiture Remain Inapposite.

4. In protesting that the application of Paragraph 2 of Article VII of the Agreement would result in a forfeiture, the SDR and NOLHGA choose to ignore that the termination provision at issue is an express term of a commercial agreement that two sophisticated entities negotiated at arms'-length. The law makes clear that the SDR and NOLHGA cannot avoid the effect of that termination provision by claiming that a forfeiture would result.

[2] Per the Special Master's direction, Northstar will not repeat its affirmative arguments herein, but refers the Special Master to its prior submissions in this matter.

5. It is literally black-letter law that where language creating a condition subsequent in a contract is clear and specific, it will be enforced, even with harsh consequences. 41 Tex. Jur. 3d Forfeitures and Penalties § 5. Restatement (Second) of Contracts § 229 cmt. a (1981), explains:

> As is pointed out in Comment *b* to § 227, the non-occurrence of a condition of the obligor's duty *may result in forfeiture by the obligee.* Forfeiture may sometimes be avoided by application of the general rules of interpretation stated in the present Chapter, such as the rule on interpretation against the draftsman (§ 206) ... But if the term that requires the occurrence of the event as a condition is expressed in *unmistakable language, the possibility of a forfeiture will not affect the interpretation of that language.* (Emphasis added).

Thus, where the event triggering the forfeiture "is within the obligee's control or the circumstances indicate that he has assumed the risk," the contract will be enforced. Restatement (Second) Contracts § 227 (1981). Clearly, the payment or nonpayment of amounts owed to Northstar fell entirely within Lincoln's control, as Lincoln's obligation to pay only extended to amounts that Lincoln had already collected on the policies reinsured.

6. The caselaw also makes plain that in light of the express and unambiguous terms of the Agreement, as agreed to by Lincoln, Northstar was entitled to terminate the contract as to all reinsured policies upon thirty-days notice of nonpayment of amounts due from Lincoln. *See Solar Soccer Club v. Prince of Peace Lutheran Church of Carrollton*, 234 S.W.3d 814, 828 (Tex. App. 2007) (finding that where the contract and termination clause were clear and the result of negotiation between the parties, the trial judge was correct in declaring the contract terminated, despite the resulting forfeiture); *Garrison*, 1995 WL 59088, at *3 (provision providing for termination of policy for nonpayment of premiums was clear and enforceable). Other jurisdictions have reached similar conclusions. *See Jenkins v. Eckerd Corp.*, 913 So.2d 43, 54 (Fla. Dist. Ct. App. 2005) (holding that although forfeitures were disfavored under Florida

law, the termination clause was a material provision specifically negotiated by the parties to induce the lessee to lease the premises and operate a drug store, and the law allows parties to make contracts that will result in forfeiture). *Jenkins* noted that, "when it is clear from the terms of the contract that the parties have so agreed, a court of law as well as the court of equity, will enforce the forfeiture." *Id.* Additionally, the court cited Restatement (Second) of Contracts § 227 comment b for the principle that "the policy favoring freedom of contract requires that, within broad limits (see § 229), the agreement of the parties should be honored even though forfeiture results." *Id.*; *see also Wehmhoff v. Investors Mgmt. Corp. of America*, 528 A.2d 1205 (D.C. 1983) (affirming trial court's holding that resulted in forfeiture of sales commissions).

7. None of the cases cited by the SDR and NOLHGA involved a material breach of an unambiguous termination provision. In fact, most of the SDR's case citations stand for the simple principle that forfeitures are "not favored" and fail to support – or expressly contravene – the argument that courts refuse to enforce clear, unambiguous termination provisions. *See Jones v. Ray Ins. Agency*, 59 S.W.3d 739 (Tex. App. 2002) (fact issues existed regarding whether or not insured received notice of cancellation); *Cartusciello v. Allied Life Ins. Co. of Texas*, 661 S.W.2d 285, 287 (Tex. App. 1983) (recognizing that where parties *specifically agree* to condition an insurance policy's effectiveness on the insured's warranty of good health, such warranties will be enforced); *Southwestern Fire & Cas. Co. v. Atkins*, 346 S.W.2d 892 (Tex. Civ. App. 1961) (no alleged breach of unambiguous termination provision); *Nat'l Standard Fire. Ins. Co. v. Hubbard*, 31 S.W.2d 859, 860 (Tex. Civ. App. 1930) (involving waiver of forfeiture). Indeed, one of the SDR's citations, *Garrison v. State Farm Mut. Auto. Ins. Co.*, stands for the noncontroversial proposition that an insured who failed to timely pay premiums materially breached the insurance policy. 1995 WL 59088, at *3 (Tex. App. Feb. 14, 1995) (not designated

for publication) ("Because the policy stated that it would be terminated for nonpayment of premiums, [the insured] had knowledge, as a matter of law, that his policy would be terminated if he failed to pay his premium."). Therefore, despite the fact that the insurer actually issued a new policy a few weeks later, the policy was not in effect during the time of the insured's claim, and the insurer was not obligated to pay the claim at issue. *Id.*

8. In addition, the section of the Restatement cited by the SDR and NOLHGA itself supports Northstar's position. (Joint Pre-Hearing Brief, ¶ 29.) As the SDR and NOLHGA point out, § 229 provides that to the extent that the non-occurrence of a condition would cause a "disproportionate forfeiture," that condition *may* be excused "*unless* its occurrence was a material part of the exchange." Restatement (Second) of Contracts § 229 (1981). Payment of premium by Lincoln arguably constituted the primary obligation that Lincoln had under the Agreement – and any argument to the contrary simply strains credulity. Accordingly, the very section of the Restatement that the SDR and NOLHGA rely upon for their forfeiture argument contravenes their position.

9. In sum, the parties specifically negotiated and Lincoln expressly agreed to include Paragraph 3 of Article VII in the Agreement. Indeed, although this fact does not affect the analysis, the Texas Department of Insurance had no objection to the negotiated termination provision as drafted so long as Lincoln was solvent. Thus, as the foregoing demonstrates, enforcement of that termination provision would not result in an impermissible forfeiture, and the contrary position asserted by the SDR and NOLHGA in this matter must be rejected.

B. Courts Have Repeatedly Rejected the Argument that the Type of Relief Northstar is Seeking Would Constitute Either a Fraudulent Transfer or an Avoidable Preference.

10. As an initial matter, their appearance in the joint Pre-Hearing brief marked the debut of NOLHGA's and the SDR's voidable preference and fraudulent transfer arguments.[3] In its opposition to Northstar's Motion to Lift Stay, the SDR vaguely asserted that Northstar should be "treated equally with other creditors of the estate." (SDR's Opposition, p. 13, ¶ 6.7.) This statement does not rise to the level necessary to provide sufficient notice of a voidable preference argument if, indeed, that is what the SDR was attempting to do. NOLHGA never raised any preference issue, and neither SDR nor NOLHGA even alluded to fraudulent transfer prior to submission of their Pre-Hearing Brief.

11. Pursuant to Paragraph 4(b) of Section IV of the Amended Order of Reference to Master, the deadline for filing objections to Northstar's Motion to Lift Stay was not later than three (3) calendar days before the December 1, 2008 submission date. In any event, a scheduling agreement was submitted to the Court on December 8, 2008, in which the parties agreed that special exceptions and "other objections" to pleadings would be filed by December 15, 2008. Thus, NOLHGA and the SDR allowed their opportunity to file "objections" to go by without ever raising their alleged claims of voidable preference and fraudulent transfer. Accordingly, NOLHGA and the SDR have waived these arguments. *See, e.g., Walters v. Hudoba*, 2009 WL 161079 at *3 (Tex. App. – Fort Worth Jan. 22, 2009) (failure to timely assert causation objection within twenty-one day period statutorily provided for objections to expert reports effected waiver of objection).

12. As a substantive matter, NOLHGA and the SDR cite no legal authority for their assertion that the release of the security posted under a contract that was terminated prior to

[3] The SDR has apparently abandoned the arguments asserted in its original opposition papers that Lincoln's failure to pay stemmed from an "administrative misunderstanding," which the E&O provision in the Agreement would arguably cover, (SDR's Response in Opposition to Northstar's Motion to Lift Stay, ¶¶ 3.4, 3.5) in favor of the argument that Lincoln intentionally failed to pay due to concerns over preference and fraudulent transfer issues.

Lincoln's insolvency would somehow constitute either a voidable preference or a fraudulent transfer. (*See* Prehearing Brief, ¶¶ 34-40). In analogous circumstances, federal bankruptcy courts have rejected the argument that the prepetition termination of debtors' commercial agreements, based on material default, were "transfers" that could be avoided as fraudulent or preferential. *See In re Wey*, 854 F.2d 196 (7th Cir. 1988); *In re Egyptian Brothers Donut, Inc.*, 190 B.R. 26 (Bankr. D.N.J. 1995); *In re Haines*, 178 B.R. 471 (Bankr. W.D. Mo. 1995) (non-collusive prepetition lease termination was not "transfer" that could be avoided as fraudulent under Bankruptcy Code); *Robinson v. Chicago Hous. Auth.*, 1995 WL 360706, at *2 (N.D. Ill. June 14, 1995) (affirming previous holding that when debtor's lease terminated, debtor's interest in the property terminated and thus, debtor had nothing to transfer). *In re Metro Water and Coffee Servs., Inc.*, 157 B.R. 742 (Bankr. W.D.N.Y. 1993).[4]

13. *In re Egyptian Brothers Donut* involved a situation where the debtors defaulted on franchise and lease agreements. 190 B.R. at 27. After a court ordered the debtors to surrender the premises, but before surrender took place, the debtors filed petitions for relief under Chapter 11 of the Bankruptcy Code. *Id.* at 28. The debtors then commenced an adversary proceeding to avoid the termination pursuant to Bankruptcy Code sections analogous to the provisions cited by the SDR. *Id.* Similar to the arguments made by NOLHGA and the SDR in this case, the debtors estimated that the value of their transferred interests substantially exceeded the unpaid fees that triggered the franchisor's termination of the agreement. *Id.* Citing its concern for significantly and adversely affecting "ordinary commercial contractual relationships," the court held that the

[4] The SDR and NOLHGA have previously complained that cases decided under the federal bankruptcy code do not provide an appropriate analogy for analyzing issues arising under the Texas Receivership Act. A review of the statutory language indicates that the statutes are virtually identical with respect to both the definition of "preference" and "fraudulent transfer." (*Compare* Tex. Ins. Code 443.204(a),(b) *with* 11 U.S.C. 547(b); *compare* Tex. Ins. Code, 443.205(a) with 11 U.S.C. 548 of the Bankruptcy Code), as well as the goals of *properly* administering the assets of the insolvent estate at issue. Accordingly, the SDR's and NOLHGA's complaints in this regard should be given the short shrift that they deserve.

prepetition terminations of the debtors' lease and franchise agreements based on material defaults were not transfers that could be avoided as fraudulent or preferential. *Id.* at 29. Similarly, the Seventh Circuit affirmed a bankruptcy court's ruling that a debtor's prepetition forfeiture of a $520,000 down payment was not a fraudulent transfer or avoidable preference under relevant Bankruptcy Code provisions. *In re Wey*, 854 F.2d at 196. The Court noted that when the debtor defaulted on the real estate purchase contract, the other party legitimately benefited from "a contract which both parties had entered voluntarily." *Id.* at 199. When the debtor defaulted, his equity interest was extinguished, not transferred. *Id.*

14. Even if the SDR were correct that the consequences of Northstar's prepetition termination of the Agreement somehow would effect a "transfer" of the security at issue because of the significant policy considerations implicated, courts are loathe to determine that the consequences of the termination of a non-collusive prepetition contract termination are somehow fraudulent or preferential due to the significant policy considerations implicated. As one federal bankruptcy court noted, "the commercial ramifications of reading [the fraudulent transfer provision] too literally so as to allow it to be used to avoid a prepetition, ordinary course of commercial business, non-collusive termination of an executory contract in accordance with its terms when the Debtor has materially defaulted under the contract would be devastating." *In re Metro Water and Coffee Servs., Inc.*, 157 B.R. at 747-48 (refusing to find that the non-collusive prepetition termination of a concession agreement the value of which exceeded the unpaid concession fees giving rise to the termination constituted an avoidable fraudulent transfer under the Bankruptcy Code); *see also In re Coast Cities Truck Sales, Inc.*, 147 B.R. 674, 678 (D.N.J. 1992) (rejecting Chapter 11 debtor's adversary proceeding which sought to avoid the prepetition termination of a terminated dealership agreement as a "fraudulent transfer," and noting that a

"contrary finding would render virtually every validly terminated contract revivable by a debtor by simply initiating bankruptcy proceedings").

15. Finally, in making their voidable preference and fraudulent transfer arguments, NOLHGA and the SDR yet again assume that the LOC and trust assets at issue are "property of the estate" – this is the precise issue that Northstar seeks to lift the stay in order to resolve. Put simply, there are two necessary corollaries to the conclusion that Northstar properly terminated the Agreement under Paragraph 3 of Article VII. First, release of the security to Northstar does not constitute "payment of an antecedent debt" pursuant to Tex. Ins. Code § 443.204. Rather, release of the security is simply the natural consequence of the termination of the Agreement given that Northstar no longer has any contractual obligations that it must secure. In other words, the estate has no interest in the security. *See, e.g., In re Wey*, 854 F.2d at 199 ("Possession of expired rights is the equivalent of the possession of no rights."). For the same reason, the release of the security would not constitute a "transfer" under Texas Ins. Code 443.205(a) – that is, Lincoln has no property interest in the security that is being transferred; the release of the security is simply the necessary consequence of the termination of the Agreement.

16. For all of the foregoing reasons, the voidable preference and fraudulent transfer arguments asserted by NOLHGA and the SDR fail to survive scrutiny.

C. The Express Provisions of the Receivership Act Mandate Arbitration of the Issue Whether the Agreement and Associated Security Constitute "Property of the Estate."

17. In attempting to avoid their obligation to arbitrate the issue of whether the Agreement and associated security constitute property of the estate, NOLHGA and the SDR once again simply assume that the security constitutes "property of the estate" by claiming that Northstar has asserted a "claim against the estate" because Northstar "wants to take from the

estate substantially assets that facially are in Lincoln's name, for its sole benefit, and under its sole control." (Pre-Hearing Brief, ¶ 45.) In its previous filings, Northstar has repeatedly demonstrated why the issue whether the Agreement was properly terminated does not constitute a "claim against the estate" under the Receivership Act, and will not reiterate these arguments here. Suffice it to say that the Court should reject the circular reasoning proffered by NOLHGA and the SDR, which boils down to the following: "the issue whether the Agreement and the security constitute 'property of the estate' is a claim against the estate because the Agreement and the security constitute property of the estate."

18. Northstar seeks only to enforce its contractual right to arbitrate that the Reinsurance Agreement was properly terminated. This right is protected within the statutory scheme. *See* Tex. Ins Code. § 443.005(c)(2)(e) ("Except as to claims against the estate, nothing in this chapter deprives a party of any contractual right to pursue arbitration.").

19. The SDR offers no support as to why § 443.005(c)(2)(e) should not apply, but rather argues, incorrectly, that estates necessarily have a possessory interest in a prepetition terminated contract. *See, e.g., In re Wey*, 854 F.2d at 199 ("Possession of expired rights is the equivalent of the possession of no rights."). Additionally, the SDR's citations involve claims of a wholly different nature. In *Davister*, a party sought *postpetition* rescission of a stock purchase agreement that had been reversed by the Utah Commissioner. *See Davister Corp. v. United Republic Life Ins. Co.*, 152 F.3d 1277, 1278 (10th Cir. 1998). The actual issue decided in *Munich* was that state laws governing insurance insolvencies reverse-preempted the FAA under the McCarran-Ferguson Act. *Munich Am. Reinsurance Co. v. Crawford*, 141 F.3d 585 (5th Cir. 1998). In issuing that decision, the Fifth Circuit made no ruling as to the post-insolvency effectiveness of the arbitration provision in the parties' reinsurance agreements, explicitly stating

that "[the reinsurers], however, remain free to petition the Oklahoma state court for an order compelling arbitration of their dispute with [the estate]." *Id.* at 596.

20. Northstar, by comparison, simply seeks a final determination that its Agreement has been terminated, as well as the necessary consequences of that termination – a right which is clearly protected by §443.005(e). Indeed, to accept NOLHGA's and the SDR's position that this issue cannot be arbitrated is to accept that the legislature's decision to add the arbitration provision to the Receivership Act in 2006 essentially means nothing.

21. To the extent that the SDR and NOLHGA contend that the voidable preference and fraudulent transfer issues cannot be arbitrated, this issue is not ripe and need not be decided at this juncture. The SDR and NOLHGA have never actually asserted a claim for fraudulent transfer and/or voidable preference against Northstar; rather, they have attempted to use what is an affirmative claim as a defense to the motion to lift stay. Of course, if the SDR and NOLHGA were to assert an affirmative claim, that claim would need to be adjudicated promptly – and such a claim, being brought *by* the estate, rather than *against* the estate would likely be an arbitrable claim pursuant to both the extremely broad arbitration clause in the Agreement[5] and Section 443.005(e). In any event, the arbitrability of those claims, should the SDR and NOLHGA choose to bring them, is an issue for another day. This Court need only reach the issue whether Northstar is entitled to a lift of the stay in order to decide the issue whether the Agreement was properly terminated.

[5] That arbitration 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. 1, Art. IX.) Thus, the parties expressly agreed to an extremely broad arbitration provision that mandates arbitration of *all* disputes and differences – including the threshold issue at hand, whether the Agreement was properly terminated on May 2, 2008.

III. CONCLUSION

22. For all the foregoing reasons, as well as those articulated in Northstar's prior submissions in this matter which are hereby incorporated by reference, Northstar's motion to lift stay should be granted.

Dated: February 2, 2009

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 2nd day of February, 2009, 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: ekaye@skeltonwoody.com
Edward F. Kaye
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: kyelkin@gardere.com
Kimberly Yelkin
Gardere Wynne Sewell
600 Congress Ave. Suite 3000
Austin, TX 78701-2978

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

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

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

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

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: 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

Mary F. Keller