

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT,
IN AND FOR LEON COUNTY, FLORIDA**

In Re: Receivership of

Case No.: 2011 CA 3221

HOMEWISE INSURANCE COMPANY

**DEPARTMENT OF FINANCIAL SERVICES' MOTION FOR ORDER RE-OPENING
THE HOMEWISE INSURANCE COMPANY DELINQUENCY PROCEEDING FOR
THE LIMITED PURPOSE OF AMENDING THE DISCHARGE ORDER**

COMES NOW, The Florida Department of Financial Services, Division of Rehabilitation and Liquidation, (hereinafter "Department"), by and through the undersigned counsel, pursuant to Part I, Chapter 631, Florida Statutes, and hereby moves this Court for entry of an *Order Re-Opening the Homewise Insurance Company Delinquency Proceeding for the Limited Purpose of Amending the Discharge Order*, and as good grounds therefor states:

1. Homewise Insurance Company ("HWIC") was licensed in 2005, by the Office of Insurance Regulation ("OIR") as a stock domestic property and casualty insurance company authorized to do business in Florida.

2. On November 18, 2011, this Court entered an *Order Appointing the Department as Receiver of HWIC for Purposes of Liquidation, Injunction, and Notice of Automatic Stay* ("Liquidation Order"). A copy of the Liquidation Order is attached hereto as **Exhibit A**.

3. On June 21, 2017, the Department filed a *Motion for Order Approving the Discharge Accounting Statement, Directing Final Discharge of the Department as Receiver, and Authorizing the Destruction of Obsolete Records* ("Motion for Discharge"). A copy of the Discharge Order is attached hereto as **Exhibit B**.

4. On June 28, 2017, this Court granted the Department's motion and entered an order discharging the Department from any further responsibilities as Receiver of HWIC, except for those

responsibilities authorized by the order (“Discharge Order”). A copy of the Discharge Order is attached hereto as **Exhibit C**.

5. The Department has recently learned that an HWIC asset is still on deposit with Capital One, N.A.¹ This asset was deposited for the benefit of HWIC’s Louisiana claimants but due to inadvertence, this asset was not released to the appropriate guaranty association, in this case, the Louisiana Insurance Guaranty Association (“LIGA”).

6. In order to resolve similar post-discharge matters, the Department routinely includes in its Motions for Discharge a request authorizing the Department to remit to the appropriate guaranty association any assets which may be recovered following the Department’s discharge as Receiver if, in the Department’s sole discretion, the value of the recovered assets does not justify the re-opening of the receivership estate. The Department made such a request in the HWIC Motion for Discharge but limited the request to remittance to the Florida Insurance Guaranty Association (“FIGA”).

7. Without authority from this Court, the Department cannot authorize Capital One, N.A. to liquidate the asset or direct the disbursement of the asset held by the bank.

8. This Court has original jurisdiction over the HWIC delinquency proceeding, has exclusive jurisdiction over all assets or property of HWIC, wherever located, including property located outside the territorial limits of Florida, and is authorized to enter all necessary and/or proper orders to carry out the purpose of chapter 631, Florida Statutes. § 631.021(1),(6), Fla. Stat.

9. The Department requests that the Court re-open this delinquency proceeding for the limited purpose of amending the Discharge Order to authorize the Department to execute any documents necessary to liquidate and distribute the asset held by Capital One, N.A. to LIGA.

¹ The asset is a Certificate of Deposit with a principal amount of \$100,000 for the account of First Home Insurance Company, predecessor of Homewise Insurance Company.

10. Finally, the Department requests that this Court enter an Order confirming that its Discharge Order otherwise remains in full force and effect except to the extent modified by the Order.

WHEREFORE, the Department respectfully requests this Court enter an Order:

A. Granting the Department's Motion;

B. Re-opening the HWIC delinquency proceeding for the limited purpose of amending the Discharge Order to provide that the Department is authorized "to (a) remit to the applicable guaranty association any other assets which may be recovered following the discharge of this receivership if, in the Department's sole discretion, the value of the recovered asset does not justify the re-opening of this receivership estate; and (b) execute, on behalf of HWIC, any documents necessary to effectuate the recovery and remittance of such assets."; and

C. Declaring that the terms of the Discharge Order which are not otherwise changed by this Order remain in full force and effect.

Respectfully Submitted on this the 18th day of October, 2024.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 18, 2024, a complete and accurate copy of the foregoing document was filed with the Clerk of Courts using the Florida Courts e-filing portal and was served on all email addresses listed in the portal for service in this matter.

/s/ Jamila G. Gooden
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Exhibit A

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT,
IN AND FOR LEON COUNTY, FLORIDA**

State Of Florida, ex rel., The
Department Of Financial Services Of
The State Of Florida,

Relator,

v.

CASE NO.: 2011-CA- 003221

HomeWise Insurance Company,
a Florida Corporation,

Respondent.

**CONSENT ORDER APPOINTING THE FLORIDA DEPARTMENT OF FINANCIAL
SERVICES AS RECEIVER FOR PURPOSES OF LIQUIDATION,
INJUNCTION AND NOTICE OF AUTOMATIC STAY**

THIS CAUSE was considered on the Petition of the State of Florida, Department of Financial Services (hereinafter the "Department") for entry of an Order of liquidation of HomeWise Insurance Company (hereinafter the "Respondent" or "Company"). The Court, having reviewed the pleadings of record, and otherwise being fully informed in the premises finds that:

1. This Court has jurisdiction pursuant to section 631.021(1), Florida Statutes, and venue is proper pursuant to Section 631.021(2), Florida Statutes.
2. Respondent is a Florida corporation that was authorized to transact insurance business as a property and casualty insurer pursuant to the Florida Insurance Code. Respondent's principal place of business is located at 4042 Park Oaks Blvd., Suite 400, Tampa, FL 33610.

3. Section 631.021(3), Florida Statutes, provides that a delinquency proceeding pursuant to Chapter 631, Florida Statutes, constitutes the sole and exclusive method of liquidating, rehabilitating, reorganizing, or conserving an insurer.

4. Sections 631.031 and 631.061(1), Florida Statutes, authorize the Department to apply to this Court for an Order directing it to liquidate a domestic insurer upon the existence of any grounds specified in Section 631.051, Florida Statutes, or if an insurer is or is about to become insolvent. Further, Section 631.025(2), Florida Statutes, authorizes the Department to initiate delinquency proceedings against any insurer if the statutory grounds are present as to that insurer.

5. Section 631.031 directs the Department to initiate such delinquency proceedings after receiving notification from the Director of the Office of Insurance Regulation as to the existing grounds for the initiation of such proceedings.

6. Sections 631.051(11) and 631.061, Florida Statutes authorize the Department to apply to this Court for an Order directing it to liquidate a domestic insurer upon grounds that the insurer has consented to such an order through the majority of its directors, stockholders, members or subscribers. On September 26, 2011, Respondent consented to the appointment of the Department as Receiver for the purposes of rehabilitation pursuant to Section 631.051(11) and, if subsequently determined necessary by the Receiver, an entry of an order of liquidation.

7. On November 16, 2011, pursuant to Section 631.031(1), Florida Statutes, Kevin McCarty, Commissioner of the Florida Office of Insurance Regulation ("Office"), advised by letter to Florida's Chief Financial Officer, Jeff Atwater, that the Office determined grounds existed for the initiation of delinquency proceedings against Respondent.

8. Respondent is insolvent within the meaning of 631.061(1), Florida Statutes.

9. Respondent must be liquidated to protect the remaining assets of Respondent for the benefit of its policyholders, creditors, and the public.

10. In its consent, Respondent waived all rights to contest the Receiver's Petition for Liquidation and any further proceedings concerning same.

11. Pursuant to Sections 631.051(11) and 631.061, Florida Statutes, and the Respondent's consent to liquidation, this Court finds that it is in the best interests of Respondent, its creditors and its members that the relief requested in the Department's Petition be granted.

THEREFORE, IT IS ORDERED AND ADJUDGED as follows:

12. The Department of Financial Services of the State of Florida shall be and is hereby appointed Receiver of Respondent for purposes of Liquidation, effective immediately.

13. The Receiver shall be authorized and directed to:

A. Take immediate possession of all the property, assets, and estate, and all other property of every kind whatsoever and wherever located belonging to Respondent pursuant to Sections 631.111 and 631.141, Florida Statutes, including but not limited to: offices maintained by Respondent, rights of action, books, papers, evidences of debt, bank accounts, savings accounts, certificates of deposit, stocks, bonds, debentures and other securities, mortgages, furniture, fixtures, office supplies and equipment, wherever situate and however titled, whether in the possession of Respondent or its officers, directors, shareholders, trustees, employees, consultants, attorneys, agents or affiliates and all real property of Respondent, wherever situate, whether in the possession of Respondent or its officers, directors, shareholders, trustees, employees, consultants, attorneys, agents or affiliates or other persons.

B. Liquidate the assets of Respondent, including but not limited to, funds held by

Respondent's agents, subagents, producing agents, brokers, solicitors, service representatives or others under agency contracts or otherwise which are due and unpaid to Respondent, including premiums, unearned commissions, agents' balances, agents' reserve funds, and subrogation recoveries.

C. Employ and authorize the compensation of legal counsel, actuaries, accountants, clerks, consultants, and such assistants as it deems necessary, purchase or lease personal or real property as it deems necessary, and authorize the payment of the expenses of these proceedings and the necessary incidents thereof, as approved by the Court, to be paid out of the funds or assets of the Respondent in the possession of the Receiver or coming into its possession.

D. Reimburse such employees, from the funds of this receivership, for their actual necessary and reasonable expenses incurred while traveling on the business of this receivership.

E. Not defend or accept service of process on legal actions wherein Respondent, the Receiver, or the insured is a party defendant, commenced either prior to or subsequent to the order, without authorization of this Court; except, however, in actions where Respondent is a nominal party, as in certain foreclosure actions, and the action does not affect a claim against or adversely affect the assets of Respondent, the Receiver may file appropriate pleadings in its discretion.

F. Commence and maintain all legal actions necessary, wherever necessary, for the proper administration of this receivership proceeding.

G. Collect all debts which are economically feasible to collect which are due and owing to Respondent.

H. Deposit funds and maintain bank accounts in accordance with Section 631.221, Florida Statutes.

I. Take possession of all of Respondent's securities and certificates of deposit on deposit with the Chief Financial Officer of Florida or any similar official of any other state, if any, and convert to cash as much as may be necessary, in its judgment, to pay the expenses of administration of this receivership.

J. Publish notice specifying the time and place fixed for the filing of claims with the Receiver once each week for three consecutive weeks in the Florida Administrative Weekly published by the Secretary of State, and at least once in the Florida Bar News and to publish notice by similar methods in all states where Respondents may have issued insurance policies.

K. Negotiate and settle subrogation claims and Final Judgments without further order of this Court.

L. Sell any salvage recovered property without further order of this Court.

M. Coordinate the operation of the Receivership with the Florida Insurance Guaranty Association pursuant to Part II, Chapter 631, Florida Statutes, or any other affected guaranty association. The Receiver may in its discretion, contract with the appropriate guaranty association to provide services as are necessary to carry out the purposes of Chapter 631.

N. Give notice of this proceeding to Respondent's agents pursuant to Section 631.341, Florida Statutes, and to its insureds, if any.

O. For purposes of this Order, the term "affiliate" shall be defined in accordance with Section 631.011(1), Florida Statutes and shall include, but is not limited to, Glencoe Acquisition, Inc.; First Home Acquisition Company, LLC; First Home Financial Corporation; First Home Insurance Agency, LLC; First Home Insurance Company; HomeWise Insurance Company; HomeWise Holding Company; and HomeWise Management Company.

P. The Receiver is granted all of the powers of the Respondent's directors, officers, and managers, whose authority is hereby suspended, except as such powers are re-delegated in writing by the Receiver. The Receiver has full power to direct and manage the affairs of Respondent, to hire and discharge employees, and to deal with the property and business of the Respondent.

Q. Apply to this Court for further instructions in the discharge of its duties as the Receiver deems necessary.

IT IS FURTHER ORDERED AND DIRECTED:

14. Any officer, director, manager, trustee, administrator, attorney, agent, accountant, actuary, broker, employee, adjuster, independent contractor, or affiliate of Respondent and any other person who possesses or possessed any executive authority over, or who exercises or exercised any control over, any segment of Respondent's affairs or the affairs of its affiliates shall be required to fully cooperate with the Receiver, pursuant to Section 631.391, Florida Statutes, notwithstanding the provisions of the above paragraph. Any person who fails to cooperate with the Receiver, interferes with the Receiver, or fails to follow the instructions of the Receiver, may, at the Receiver's discretion, be excluded from Respondent's business premises.

15. Title to all property, real or personal, all contracts, rights of action and all books and records of Respondent, wherever located, is vested in the Receiver pursuant to Sections 631.111 and 631.141, Florida Statutes.

16. All officers, directors, trustees, administrators, agents and employees and all other persons representing Respondent or currently employed or utilized by Respondent in connection with the Conduct of its business are discharged forthwith; provided, however, the Receiver may retain such persons in the Receiver's discretion.

17. All attorneys employed by Respondent as of the date of the Order, within 10 days notice of the Order, are required to report to the Receiver on the name, company claim number and status of each file they are handling on behalf of the Respondent. Said report shall also include an accounting of any funds received from or on behalf of the Respondent. All attorneys employed by Respondent shall be discharged as of the date of the Order unless their services are retained by the Receiver. All attorneys employed by Respondent shall be advised that pursuant to Section 631.011(21), Florida Statutes, a claim based on mere possession does not create a secured claim and all attorneys employed by Respondent, pursuant to In Re the Receivership of Syndicate Two, Inc., 538 So.2d 945 (Fla. 1st DCA 1989), who are in possession of litigation files or other material, documents or records belonging to or relating to work performed by the attorney on behalf of Respondent shall be required to deliver such litigation files, material, documents or records intact and without purging to the Receiver, on request, notwithstanding any claim of a retaining lien which, if otherwise valid, shall not be extinguished by the delivery of these documents.

18. All agents, brokers or other persons having sold policies of insurance and/or collected premiums on behalf of the Respondent shall be required to account for and pay all premiums and commissions unearned due to cancellation of policies by the Order or in the normal course of business owed to the Respondent directly to Receiver within 30 days of demand by the Receiver or appear before this Court to show cause, if any they may have, as to why they shall not be required to account to the Receiver or be held in contempt of Court for violation of the provisions of the Order. No agent, broker, premium finance company or other person shall use premium monies owed to the Respondent for refund of unearned premium or for any purpose other than payment to the Receiver.

19. Any premium finance company which has entered into a contract to finance a premium for a policy which has been issued by the Respondent shall be required to pay any premium owed to the Respondent directly to the Receiver.

20. Reinsurance premiums due to or payable by Respondent shall be remitted to, or disbursed by, the Receiver. Reinsurance losses recoverable or payable by Respondent shall be handled by the Receiver. All correspondence concerning reinsurance shall be between the Receiver and the reinsuring company or intermediary.

21. Upon request by the Receiver, any company providing telephonic services to Respondent shall be required to provide a reference of calls from the number presently assigned to Respondent to any such number designated by the Receiver or perform any other services or changes necessary to the conduct of the receivership.

22. Any bank, savings and loan association, or other financial institution which has on deposit, in its possession, custody or control any funds, accounts and any other assets of Respondent, regardless of how the funds, accounts, or assets are titled, shall be required to immediately transfer title, custody and control of all such funds, accounts and other assets to the Receiver. The Receiver shall be authorized to change the name of such accounts and other assets, withdraw them from such bank, savings and loan association or other financial institution, or take any lesser action necessary for the proper conduct of this receivership. No bank, savings and loan association or other financial institution shall be permitted to exercise any form of set-off, alleged set-off, lien, any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this Court.

23. Any entity furnishing telephone, water, electric, sewage, garbage or trash removal services to Respondent shall be required to maintain such service and transfer any such accounts to the Receiver as of the date of the Order, unless instructed to the contrary by the Receiver.

24. Any data processing service, which has custody or control of any data processing information and records including but not limited to source documents, data processing cards, input tapes, all types of storage information, master tapes or any other recorded information relating to Respondent, including but not limited to Blue Cod Technologies Inc., is directed to transfer custody and control of such records to the Receiver. The Receiver shall be authorized to compensate any such entity for the actual use of hardware and software which the Receiver finds to be necessary to this proceeding. Compensation should be based upon the monthly rate provided for in contracts or leases with Respondent which was in effect when this proceeding was instituted, or based upon such contract as may be negotiated by the Receiver, for the actual time such equipment and software is used by the Receiver.

25. The United States Postal Service shall be directed to provide any information requested by the Receiver regarding Respondent and to handle future deliveries of Respondent's mail as directed by the Receiver.

26. All claims shall be filed with the Receiver on or before 11:59:59 p.m. EST, on the date of one year following the entry of this Order, or be forever barred, and all such claims shall be filed on proof of claim forms prepared by the Receiver.

27. In order to assure the validity of claim assignments, to assure that the processing of assignments does not create an undue burden on estate resources, and to assure that assignment decisions are made using the best information available, the Receiver shall not

recognize or accept any assignment of claim by the claimant of record unless the following criteria are met:

- A. A distribution petition has not been filed with this Court;
- B. The Receiver has been provided with a fully properly executed and notarized assignment of claim agreement entered into between the parties; and
- C. The Receiver has been provided with a fully properly executed and notarized Receiver's Assignment of Claim Change Form and required supporting documentation.
- D. The Receiver's Assignment of Claim Change Form shall contain an acknowledgement by the claimant, or someone authorized to act on behalf of the claimant, that:
 - 1. The claimant is aware that financial information regarding claims distributions and payments published on the Receiver's website or otherwise available can assist the claimant in making an independent and informed decision regarding the sale of the claim;
 - 2. The claimant understands that the purchase price being offered in exchange for the assignment may differ from the amount ultimately distributed in the receivership proceeding with respect to the claim;
 - 3. It is the claimant's intent to sell their claim and have the Receiver's records be permanently changed to reflect the new owner; and
 - 4. The claimant understands that that they will no longer have any title, interest, or rights to the claim including future mailings and distributions if they occur.

28. All executory contracts, except for contracts of insurance, to which the Respondent was a party shall be cancelled and stand cancelled unless specifically adopted by the Receiver within ninety (90) days of the date of this Order or from the date of the Receiver's

actual knowledge of the existence of such contract, whichever is later. "Actual Knowledge" means the Receiver has in its possession a written contract to which the Respondent is a party, and the Receiver has notified the vendor in writing acknowledging the existence of the contract.

Further, the Receiver shall have the authority to do the following:

- 1) Pay for services provided by any of Respondent's vendors, in the ninety (90) day period prior to assuming or rejecting the contract, which are necessary to administer the Receivership estate;

- 2) Once the Receiver determines Respondent's vendor is necessary in the continued administration of the Receivership estate for a period to exceed the ninety (90) days from the date of this order, or from the date of Receiver's actual knowledge of such contract, whichever is later, the Receiver may make minimal modifications to the terms of the contract, including, but not limited to, the expiration date of the agreement, the scope of the services to be provided, and/or the compensation to be paid to Respondent's vendor pursuant to the contract. "Minimal Modifications" shall mean any minimum alteration made to the contract in order to adapt to the new circumstances of the Receivership estate. In no event will any minimal modification be construed as the Receiver entering into a new contract with Respondent's vendor.

Any vendor, including but not limited to, any and all employees / contractors of insurer, claiming the existence of a contractual relationship with the insurer shall provide notice to the Receiver of such relationship. This notice shall include any and all documents and information regarding the terms and conditions of the contract, including a copy of the written contract between the vendor and the insurer, if any, what services or goods were provided pursuant to the contract, any current, future and/or past due amounts owing under the contract,

and any supporting documentation for third party services or goods provided. Failure to provide the required information may result in vendors' contractual rights not being recognized by the Receiver. The rights of the parties to any such contracts are fixed as of the date of the Order and any cancellation under this provision shall not be treated as an anticipatory breach of such contracts.

29. All affiliated companies and associations, including but not limited to Glencoe Acquisition, Inc.; First Home Acquisition Company, LLC; First Home Financial Corporation; First Home Insurance Agency, LLC; First Home Insurance Company; HomeWise Insurance Company; HomeWise Holding Company; and HomeWise Management Company, shall make their books and records available to the Receiver, to include all records located in any premises occupied by said affiliate, whether corporate records or not, and to provide copies of any records requested by the Receiver whether or not such records are related to Respondent. The Receiver shall have title to all policy files and other records of, and relating to Respondent, whether such documents are kept in offices occupied by an affiliate company or any other person, corporation, or association. The Receiver shall be authorized to take possession of any such records, files, and documents, and to remove them to any location in the Receiver's discretion. Any disputed records shall not be withheld from the Receiver's review, but shall be safeguarded and presented to this Court for review prior to copying by the Receiver.

30. The Receiver shall have complete access to and administrative control of all information technology resources of the Respondent and its affiliates at all times including, but not limited to, Respondent's computer hardware, software and peripherals. Each affiliate shall be given reasonable access to such records for the purpose of carrying out its business operations.

31. Any person, firm, corporation or other entity having notice of the Order that fails to abide by its terms is directed to appear before this Court to show good cause, if any they may have, as to why they shall not be held in contempt of Court for violation of the provisions of this Order.

32. All HomeWise Insurance Florida policies were assumed by Homeowner's Choice Property and Casualty Insurance Company effective November 1, 2011 at 12:01 a.m. Under the terms of the assumption agreement, policyholders have the choice of opting out no later than December 7, 2011, at 11:59 p.m. All policies assumed by Homeowner's Choice Property and Casualty Insurance Company, where the policyholder does not opt out of the assumption, shall remain in-force. All remaining HomeWise Insurance Policies where the policyholder opts out of the assumption are subject to the provisions of 631.252, Florida Statutes, whereby policies of insurance or similar contracts of coverage that have not expired are canceled effective thirty (30) days from the date of this order at 12:01 a.m. Policies or contracts of coverage with normal expiration dates prior to the dates otherwise applicable under this paragraph, or which are terminated by insureds or lawfully canceled by the Receiver or insurer before such date, shall stand canceled as of the earlier date.

33. Policies of insurance issued by HomeWise Insurance Company / First Home Insurance Company pursuant to the National Flood Insurance Program "Write your Own" coverage program shall remain in-force. These policies will be transferred to OBE the Americas effective January 1, 2012 at 12:01 a.m.

34. Pursuant to Sections 631.041(3) and (4), Florida Statutes, all persons, firms, corporations and associations within the jurisdiction of this Court, including, but not limited to, Respondent and its officers, directors, stockholders, members, subscribers, agents and

employees, are enjoined and restrained from the further transaction of the insurance business of the Respondent; from doing, doing through omission, or permitting to be done any action which might waste or dispose of the books, records and assets of the Respondent; from in any means interfering with the Receiver or these proceedings; from the transfer of property and assets of Respondent without the consent of the Receiver; from the removal, concealment, or other disposition of Respondent's property, books, records, and accounts; from the commencement or prosecution of any actions against the Respondent or the Receiver together with its agents or employees, the service of process and subpoenas, or the obtaining of preferences, judgments, writs of attachment or garnishment or other liens; and, from the making of any levy or execution against Respondent or any of its property or assets. Notwithstanding the provisions of this paragraph, the Receivers should be permitted to accept and be subpoenaed for non-party production of claims files in its possession, including medical records, which may be contained therein. In such cases, the requesting party must submit an affidavit to the Receiver stating that notice of the non-party production was appropriately issued and provided to the patient and that the patient was given the opportunity to object and either did not object to the non-party production, or objected and the Court overruled the objection, in which case a copy of the Court's ruling must be attached to the affidavit. The Receiver should be authorized to impose a charge for copies of such claim files pursuant to the provisions of Sections 119.07(1)(a), and 624.501, Florida Statutes.

35. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with Respondent shall fully cooperate with the Receiver in the effort to liquidate Respondent.

36. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with Respondent having any interest in the building located at 4042 Park Oaks Blvd., Suite 400, Tampa, FL 33610, or any other facility in which Respondent may operate, shall make available, at that location and at no charge to the Receiver or to Respondent, office space, and related facilities (telephone service, copiers, computer equipment and software, office supplies, parking, etc.) to the extent deemed necessary by the Receiver in its sole discretion.

37. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with Respondent having any interest in the computer equipment and software currently used by or for Respondent shall make such computer equipment and software available to the Receiver at no charge to the Receiver or Respondent to the extent deemed necessary by the Receiver in its sole discretion.

CONTINUATION OF INVESTIGATION

38. The Receiver shall be authorized to conduct an investigation as authorized by Section 631.391, Florida Statutes, of Respondent and its affiliates, as defined above, to uncover and make fully available to the Court the true state of Respondent's financial affairs. In furtherance of this investigation, Respondent and its affiliate shall be required to make all books, documents, accounts, records, and affairs, which either belong to or pertain to Respondent, available for full, free and unhindered inspection and examination by the Receiver during normal business hours (8:00 a.m. to 5:00 p.m.) Monday through Friday, from the date of the Order. Respondent and the above specified entities shall be required to cooperate with the Receiver to the fullest extent required by Section 631.391, Florida Statutes. Such cooperation shall include, but not be limited to, the taking of oral testimony under oath of Respondent's officers, directors,

managers, trustees, agents, adjusters, employees, or independent contractors of Respondent, its affiliates and any other person who possesses any executive authority over, or who exercises any control over, any segment of the affairs of Respondent in both their official, representative and individual capacities and the production of all documents that are calculated to disclose the true state of Respondent's affairs.

39. Any officer, director, manager, trustee, administrator, attorney, agent, accountant, actuary, broker, employee, adjuster, independent contractor, or affiliate of Respondent and any other person who possesses or possessed any executive authority over, or who exercises or exercised any control over, any segment of the affairs of Respondent or its affiliates shall be required to fully cooperate with the Receiver as required by Section 631.391, Florida Statutes, and as set out in the preceding paragraph. Upon receipt of a certified copy of the Order, any bank or financial institution shall be required to immediately disclose to the Receiver the existence of any accounts of Respondent and any funds contained therein and any and all documents in its possession relating to Respondent for the Receiver's inspection and copying.

40. All Sheriffs and all law enforcement officials of this state shall cooperate with and assist the Receiver in the implementation of this Order.

41. In the event the Receiver determines that reorganization, consolidation, conversion, reinsurance, merger, or other transformation of the Respondent is appropriate, the Receiver shall prepare a plan to effect such changes and submit the plan to this Court for consideration.

NOTICE OF AUTOMATIC STAY

42. Notice is hereby given that, pursuant to Section 631.041(1), Florida Statutes, the filing of the Department's initial petition herein operates as an automatic stay applicable to all

persons and entities, other than the Receiver, which shall be permanent and survive the entry of this order, and which prohibits:

A. The commencement or continuation of judicial, administrative or other action or proceeding against the insurer or against its assets or any part thereof;

B. The enforcement of judgment against the insurer or an affiliate, provided that such affiliate is owned by or constitutes an asset of Respondent, obtained either before or after the commencement of the delinquency proceeding;

C. Any act to obtain possession of property of the insurer;

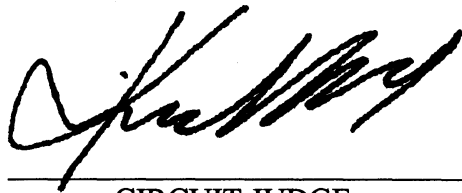
D. Any act to create, perfect or enforce a lien against property of the insurer, except a secured claim as defined in Section 631.011(21), Florida Statutes;

E. Any action to collect, assess or recover a claim against the insurer, except claims as provided for under Chapter 631;

F. The set-off or offset of any debt owing to the insurer except offsets as provided in Section 631.281, Florida Statutes.

43. This Court retains jurisdiction of this cause for the purpose of granting such other and further relief as from time to time shall be deemed appropriate.

DONE and ORDERED in Chambers at the Leon County Courthouse in Tallahassee, Florida this 10th day of NOVEMBER, ~~10~~ 2011.



CIRCUIT JUDGE

Exhibit B

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT,
IN AND FOR LEON COUNTY, FLORIDA**

In Re: Receivership of

Case No.: 2011 CA 3221

HOMEWISE INSURANCE COMPANY

**DEPARTMENT'S MOTION FOR ORDER APPROVING DISCHARGE ACCOUNTING
STATEMENT, DIRECTING FINAL DISCHARGE, AND AUTHORIZING
DESTRUCTION OF OBSOLETE RECORDS**

COMES NOW, The Florida Department of Financial Services, Division of Rehabilitation and Liquidation, as Receiver of Homewise Insurance Company, (hereinafter “Department”), by and through the undersigned counsel, and hereby moves this Court for entry of an Order Approving the Discharge Accounting Statement, Directing Final Discharge of the Department as Receiver, and Authorizing the Destruction of Obsolete Records and as good grounds therefor states:

1. Homewise Insurance Company ("HWIC") was licensed in 2005, by the Office of Insurance Regulation (“OIR”) as a stock domestic property and casualty insurance company authorized to do business in Florida.

2. On November 18, 2011, this Court entered an *Order Appointing the Department as Receiver of HWIC for Purposes of Liquidation, Injunction, and Notice of Automatic Stay* (“Liquidation Order”).

3. Pursuant to section 631.021, Florida Statutes, this Court has jurisdiction over the receivership and upon entry of an order of liquidation has exclusive jurisdiction with respect to the assets and property of the subject insurer and is authorized to enter all necessary and/or proper orders to carry out the purpose of the Florida Insurers Rehabilitation and Liquidation Act, sections 631.001 et seq., Florida Statutes.

4. On May 12, 2017, this Court entered an *Order Approving the First Interim Claims Report, Final Claims Report, Claims Distribution Report, and Distribution Accounting and Authorizing Distribution* (“Distribution Order”). The Order authorized a distribution of estate assets in the amount of \$1,348,069.06 to all claimants in Class 1 which constitutes 12.16% of the amount recommended in Class 1.

5. The Department’s Discharge Accounting Statement—*Projected as of June 30, 2017*, (the “Discharge Accounting”) is attached hereto and incorporated herein by reference as **Exhibit A**.

6. As shown in the *Discharge Accounting*, the estimated value of all assets remaining in the HWIC receivership estate is projected to be \$2,239.36. The Department requests authority to retain these funds as a reserve for “wind up” expenses of the receivership.

7. The HWIC estate also has outstanding reinsurance billings of approximately \$600,000. The expenses to keep the receivership estate open to collect these funds include the Department’s expenses directly related to the management of the HWIC estate as well as the estate’s share of the Department’s indirect expenses which are spread across all estates. Rather than having the estate incur additional indirect expenses while these billings are recovered, the Department recommends that it be discharged as Receiver of HWIC and be granted the authority to continue efforts to recover these reinsurance amounts for the benefit of the Class 1 claimant, the Florida Insurance Guaranty Association (“FIGA”). Due to the Department’s inability to satisfy the entirety of the amount it recommended on FIGA’s Class 1 claims, the Department proposes to forward any remaining expense funds that were reserved for wind up activities and any recovered reinsurance funds less the Department’s recovery costs to FIGA.

8. The Department requests an order authorizing it to remit to FIGA any other assets which may be recovered following the discharge of the Department as Receiver if, in the

Department's sole discretion, the value of the recovered assets does not justify the re-opening of this receivership estate.

9. The Department requests that the following be assigned to FIGA: all mortgages, notes, judgments, or other liens in favor of HWIC recorded with any Clerk of Circuit Court in the State of Florida, upon property located in the State of Florida, that have not been previously assigned, sold, or transferred by the Department.

10. Upon approval of the Department's request for final discharge, the records of the HWIC receivership estate will no longer be needed, and it will be necessary to dispose of the obsolete company records. Prior to the actual destruction of these records, the Department will seek approval to destroy the records by submitting an *In-House Records Disposition Document* to the Department's Records Management Liaison Officer ("RMLO") for review and approval.

11. The Department requests an Order that it shall be fully and finally discharged of its responsibilities in this receivership as of 11:59 P.M. on June 30, 2017.

WHEREFORE, the Department respectfully requests this Court enter an Order:

- A. Granting the Department's Motion;
- B. Approving and adopting the Department's Discharge Accounting Statement;
- C. Authorizing and directing the Department to retain \$2,239.36 as a reserve for "wind up" expenses of the Department;
- D. Authorizing the Department, after final discharge, to continue efforts to collect reinsurance amounts owed to the HWIC estate and to forward any remaining expense funds that were reserved for wind up activities and any recovered reinsurance funds less the Department's costs of recovery to FIGA;

E. Authorizing the Department to remit to FIGA any other assets which may be recovered following the discharge of the Department as Receiver if, in the Department's sole discretion, the value of the recovered assets does not justify the re-opening of this receivership estate; and

F. Assigning to FIGA all mortgages, notes, judgments, or other liens in favor of HWIC recorded with any Clerk of Circuit Court in the State of Florida, upon property located in the State of Florida, that have not been previously assigned, sold, or transferred by the Department;

G. Authorizing the Department, after final discharge, to destroy any obsolete records in the Department's possession; and

H. Directing, without further order of this Court, the final discharge of the Department of its responsibilities in this receivership estate as of 11:59 p.m. on June 30, 2017.

Respectfully Submitted on this the 21st day of June, 2017.

/s/ Jamila G. Gooden
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Homewise Insurance Company
Discharge Accounting Statement
Projected for June 2017

ASSETS

	<u>Amount</u>	
Cash	\$ 2,239.36	Schedule A
Total Assets	<u>\$ 2,239.36</u>	

LIABILITIES

	<u>Recommended Disbursement</u>
Total Liabilities	<u>\$ -</u>

WINDUP SUMMARY

Funds Available for Windup Expenses	2,239.36	
Projected Windup Expenses	<u>(1,600.00)</u>	Schedule D
Balance (Any Remaining Windup Funds to the FIGA)	<u>639.36</u>	

Index to Attached Schedules:

Schedule A - Available Cash Projection
Schedule B - Allocated State Funds Expensed
Schedule C - Interest Earnings Projection
Schedule D - Receiver Windup Expenses
Schedule E - Contributed Equity

Homewise Insurance Company
Available Cash Projection
Projected for June 2017

	Cash Bal. as of April 30, 2017	May-17	Jun-17
Beginning Pooled Cash Balance	\$	1,516,356.62	\$ 7,619.36
Distribution to Florida Insurance Guaranty Assoc.	\$	1,348,065.31	
Regulatory Trust Fund Advance Repayment	\$	154,021.84	
Direct Receiver Expenses (Actual or Estimated)			
Rent-Storage, Postage		500.00	500.00
Sub-total		500.00	500.00
Allocated Receiver Expenses (Estimated)			
Labor & Benefits		7,500.00	5,000.00 ¹
Indirect Expenses		480.00	480.00 ²
Sub-total		7,980.00	5,480.00
Cash Balance Before Interest Earnings		5,789.47	1,639.36
Interest Earnings			
Pooled Cash:			
Actual SPIA Earnings for April to be credited on 5/1/2017.		1,829.89	
Estimate based on assume SPIA APR on the previous month's average Pooled Cash balance (Sch. D)			600.00
Ending Pooled Cash Balance	\$ 1,516,356.62	\$ 7,619.36	\$ 2,239.36

Assumptions for Allocated Receiver Expenses:

¹ Labor & Benefits: This estimate is based on May's reported hours which are more representative of the decreased level of activity for this estate.

² Indirect Expenses: This estimate is HWIC's estimated pro rata share of the Receiver's estimated total indirect expenses. The pro rata share calculation is based on HWIC's estimated total assets divided by the Receiver's estimated total assets for all receiverships.

Estimated Total Asset %	0.20%
Estimated Total for the Receiver	\$ 120,000.00
Estimated Expense (doubled)	\$ 480.00

Homewise Insurance Company**Allocated State Funds Expensed**

Estimated from May 2017 through the Projected Discharge Date of June 2017

THIS STATEMENT INCLUDED FOR INFORMATION PURPOSES ONLY - AMOUNTS NOT PART OF DISTRIBUTION CALCULATION

	May	June	Totals
Accrued Allocated State of Florida Expenses (Estimated)			
Labor & Benefits	\$ 140.00	\$ 140.00	\$ 280.00 ¹
Indirect Expenses	44.00	44.00	\$ 88.00 ²
Total	\$ 184.00	\$ 184.00	\$ 368.00 ³

Assumptions for Allocated State of Florida Expenses:¹ Labor & Benefits: This estimate is based on a four month actual average.

January Actual	
February Actual	-
March Actual	234.72
April Actual	340.77
Sub-total	575.49
4 mth. actual average (rounded)	<u>\$ 140.00</u>

² Indirect Expenses: This estimate is HWIC's estimated pro rata share of the Receiver's estimated total indirect expenses. The pro rata share calculation is based on HWIC's estimated total assets divided by the Receiver's estimated total assets for all receiverships.Before Distribution

Estimated Total Asset %	0.20%
Estimated Total for the State	\$ 11,000.00
Estimated Expense (doubled)	<u>\$ 44.00</u>

³ Per current Receiver policies and procedures, these accumulated amounts are recorded contributed equity to the estate.

Homewise Insurance Company
Interest Earnings Projection - Pooled Cash
Projected for June 2017

Interest accrued for May 2017

Beginning cash balance	1,516,356.62
Ending cash balance	7,619.36
 Average cash balance	 761,987.99
Assumed SPIA interest rate (Annualized)	1.00%
 Subtotal (Annualized)	 7,619.88

Accrual for May 2017	\$ 600.00
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Interest accrued for June 2017

Beginning cash balance	7,619.36
Ending cash balance	2,239.36
 Average cash balance	 4,929.36
Assumed SPIA interest rate (Annualized)	1.00%
 Subtotal (Annualized)	 49.29

Accrual for June 2017	\$ -
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Homewise Insurance Company
Receiver WindUp Expenses
Projected for June 2017

Discharge Expenses (Projected for Post 6/30/2017)

Records Storage	1,600.00
2016 & 2017 Final Tax Return Preparation	
Total	<u>\$ 1,600.00</u>

Homewise Insurance Company
Statement of Contributed Equity from Regulatory Trust Fund Estimated Balances
Projected for Discharge by 6/30/2017

I. Contributed Equity Balance as of 4/30/2017		\$	54,362.99
	Accrual for May - June	\$	368.00
	(Estimate from Schedule B)		
Total		\$	368.00
Projected Contributed Equity Balance as of 6/30/2017		\$	54,730.99

Exhibit C

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT,
IN AND FOR LEON COUNTY, FLORIDA**

In Re: Receivership of
HOMEWISE INSURANCE COMPANY

Case No.: 2011 CA 3221

**ORDER APPROVING DEPARTMENT'S DISCHARGE ACCOUNTING
STATEMENT, DIRECTING FINAL DISCHARGE, AND AUTHORIZING
DESTRUCTION OF OBSOLETE RECORDS**

THIS CAUSE having come before the Court on the Motion of the Florida Department of Financial Services, Division of Rehabilitation and Liquidation as Receiver of Homewise Insurance Company (hereinafter "Department"), for an Order Approving the Discharge Accounting Statement, Directing Final Discharge of the Department as Receiver, and Authorizing Destruction of Obsolete Records, and the Court having reviewed the Motion and being otherwise fully advised in the premises, it is hereby **ORDERED AND ADJUDGED** as follows:

- A. The Motion is Granted in all respects.
- B. The Department's Discharge Accounting Statement is hereby approved and this Court adopts the *Discharge Accounting Statement*.
- C. The Department is authorized to retain \$2,239.36 as a reserve for wind up expenses.
- D. The Department is authorized, after final discharge, to continue efforts to collect reinsurance amounts owed to the Homewise Insurance Company ("HWIC") estate and to forward any remaining expense funds that were reserved for wind up activities and any recovered reinsurance funds less the Department's costs of recovery to the Florida Insurance Guaranty Association.

E-Filed By
SB on JUN 28 2017

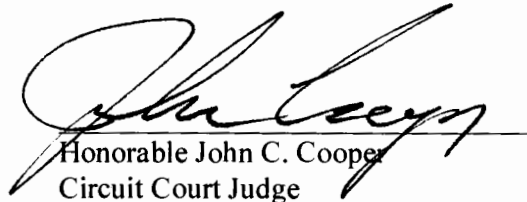
E. The Department is authorized to remit to the Florida Insurance Guaranty Association any additional assets which may be recovered following the discharge of the Department as Receiver of this estate if, in the Department's sole discretion, the value of the recovered assets does not justify the reopening of this receivership.

F. As of the date and time of the discharge of the Department as Receiver, all mortgages, notes, judgments, or other liens in favor of HWIC recorded with any Clerk of Circuit Court in the State of Florida, upon property located in the State of Florida, that have not been previously assigned, sold, or transferred by the Department are deemed assigned to the Florida Insurance Guaranty Association.

G. The Department is authorized and directed, after final discharge, to destroy any obsolete records in the Department's possession.

H. The Department's administration of this receivership shall be deemed satisfied, approved, and confirmed in all respects, and the Department, its deputies and all other employees shall be discharged without further order of this Court from any and all duties, obligations and liabilities in the administration of this receivership as of 11:59 P.M. on June 30, 2017.

DONE AND ORDERED, in Chambers at the Leon County Courthouse in Tallahassee, Leon County, Florida, on this the 27th day of June 2017.


Honorable John C. Cooper
Circuit Court Judge

Copies Mailed by
SB on JUN 28 2017
to Spt Fin Sec only