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,

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CASE NO.:

Insurance Company of the Americas, a Florida corporation,

Respondent.	

PETITION FOR CONSENT ORDER APPOINTING THE DEPARTMENT OF FINANCIAL SERVICES AS RECEIVER OF INSURANCE COMPANY OF THE AMERICAS FOR PURPOSES OF LIQUIDATION, INJUNCTION, AND NOTICE OF AUTOMATIC STAY

The Florida Department of Financial Services, Division of Rehabilitation and Liquidation ("Department"), hereby petitions this Court pursuant to sections 631.031 and 631.061, Florida Statutes (2017), for the entry of a Consent Order Appointing the Department as Receiver of Insurance Company of the Americas ("Respondent" or "Company") for purposes of liquidation, injunction, and notice of automatic stay. In support of its petition, the Department states:

- 1. Section 631.021, 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 a Florida domiciled insurer.
- 2. This Court has jurisdiction over these proceedings pursuant to section 631.021(1), Florida Statutes, and this Court can exercise jurisdiction over any person required to cooperate with the Department and the Office of Insurance Regulation ("OIR") pursuant to section 631.391, Florida Statutes, and over all persons made subject to this Court's jurisdiction by other provisions of law as provided in section 631.025, Florida Statutes. Venue is proper in the Circuit

Court of Leon County pursuant to section 631.021(2), Florida Statutes. Pursuant to section 631.021(1), Florida Statutes, this Court has jurisdiction over the receivership and is authorized to enter all necessary or proper orders to carry out the purpose of the Florida Insurers Rehabilitation and Liquidation Act, sections 631.001 *et seq.*, Florida Statutes.

- 3. Upon a determination by OIR that one or more grounds exist to initiate a delinquency proceeding against an insurer, and upon OIR's determination that a delinquency proceeding should be initiated, OIR is required to refer the insurer to the Department for the initiation of such delinquency proceeding. § 631.031(1), Fla. Stat.
- 4. By letter dated January 9, 2018, pursuant to section 631.031(1), Florida Statutes, David Altmaier, Commissioner of OIR, advised Florida's Chief Financial Officer, Jimmy Patronis, that grounds exist for the initiation of liquidation proceedings against Respondent. A copy of the letter is attached hereto and incorporated herein as **Department Exhibit 1**.
- 5. Section 631.031(2), Florida Statutes, empowers the Department to petition this Court for an order directing it to liquidate a domestic insurer, and section 631.061, Florida Statutes, provides that the Department may apply for such an order if the insurer is or is about to become insolvent or upon the existence of any of the grounds specified in section 631.051, Florida Statutes. Based on the documentation received from OIR, including a sworn affidavit from Virginia A. Christy, the Director of Property and Casualty Financial Oversight, the Department has determined that Respondent is or is about to become insolvent and there exist additional grounds as specified in section 631.051, Florida Statutes, that warrant the liquidation of Respondent. A copy of the Affidavit of Virginia A. Christy is attached hereto and incorporated herein as **Exhibit A to Department Exhibit 1**.
 - 6. According to the Affidavit of Virginia A. Christy, upon the approval of an

application, Respondent was licensed by OIR on August 25, 1976, as a state of Florida domestic property and casualty insurer authorized to write workers' compensation insurance, pursuant to Part III of Chapter 624, Florida Statutes. Respondent's principal place of business, and its last known Florida address, is or was 2500 W. Lake Mary Boulevard, Suite 208, Lake Mary, Florida 32748, as listed in its recent statutory filings, but Respondent primarily operates out of Arizona.

- 7. Respondent's Certificate of Authority was suspended by Order on April 2, 2008 and, pursuant to section 624.421(4), Florida Statutes, Respondent was notified that its Certificate of Authority had expired by operation of law, and that it was to administer and service all existing insurance policies in Florida in accordance with the policy provisions and Florida law.
- 8. Respondent is currently insolvent within the meaning of section 631.011(14), Florida Statutes. Sections 631.051(1) and 631.061(1), Florida Statutes, authorize the initiation of delinquency proceedings against an insurer if the insurer is insolvent. The basis for the determination of insolvency is summarized as set forth below.
- 9. On or about November 8, 2017, Respondent made a request to OIR to be placed into administrative supervision pursuant to Chapter 624, Part VI, Florida Statutes, as it lacked sufficient cash to pay claims without accessing the funds held as collateral by the Department of Financial Services, Bureau of Collateral Management, in the amount of \$1,192,266.93.
- 10. In its October 2017 monthly financial statement ("Monthly Statement"), Respondent reported a reinsurer receivable in the amount of \$2,507,873.00 (see page Q02, line 16.1 of **Exhibit 2 to Affidavit of Virginia A. Christy**). However, this receivable, an arbitration award, has been contested and is currently on appeal to the Second Circuit Court

of Appeals in the State of New York. Copies of the Monthly Statement and the List of Litigation are attached to the **Affidavit of Virginia A. Christy** as **Exhibits 2 and 3**, respectively. That amount is not available to pay claims and is not allowed as an asset in the calculation of surplus as to policyholders.

- numerous written questions regarding Respondent's financial situation and the impact of current litigation. (**Exhibit 4 to Affidavit of Virginia A. Christy**). On behalf of Respondent, Rios acknowledged that a receivable currently reported on the Monthly Statement, a high deductible receivable from an insured, Modern Business Associates, in the amount of \$1,781,160, was unlikely to be collected. OIR would not consider said receivable as being available to pay losses or claims pursuant to section 625.012(17), and therefore it could not be considered an asset in the calculation of surplus as to policyholders. (See Monthly Statement, page Q02, line 25, **Exhibit 2 to Affidavit of Virginia A. Christy**).
- 12. With the application of the above two adjustments, Respondent's adjusted surplus as regards policyholders at October 31, 2017, is a negative \$601,336.00, rendering Respondent insolvent.
- 13. Upon receipt of the October Monthly Statement and Respondent's request to be placed into administrative supervision, OIR requested additional information from Respondent. (Exhibit 5 to Affidavit of Virginia A. Christy). Respondent provided bank statements for two bank accounts that reflected zero balances in each account. (Exhibits 6 and 7 to Affidavit of Virginia A. Christy). OIR thus determined that Respondent was insolvent or about to become insolvent within the meaning of section 631.061(1), Florida Statutes.
 - 14. Section 631.051(11), Florida Statutes, authorizes the initiation of delinquency

proceedings against an insurer if the insurer has consented through a majority of its directors, stockholders, members, or subscribers to the entry of an order placing Respondent into receivership. On December 15, 2017, Respondent, through a Joint Resolution of the President and Directors of Insurance Company of the Americas, consented to the appointment of the Department as Receiver of Respondent. A copy of the Consent to Order of Receivership signed by Respondent is attached hereto and incorporated herein as **Exhibit 9 to Affidavit of Virginia A. Christy**.

- 15. Section 631.051(3), Florida Statutes, authorizes the initiation of delinquency proceedings against an insurer if the insurer "is found by OIR to be in such condition or is using or has been subject to such methods or practices in the conduct of its business, as to render its further transaction of insurance presently or prospectively hazardous to its policyholders, creditors, stockholder, or the public." Due to Respondent's insolvency and above-referenced business practices, Respondent's further transaction of insurance is presently or prospectively hazardous to policyholders, creditors, stockholders, or the public.
- 16. Accordingly, the Department requests, pursuant to sections 631.031 and 631.061, Florida Statutes, the entry of a Consent Order Appointing the Department as Receiver of Respondent for purposes of liquidation, injunction, and notice of automatic stay to allow the Department the ability to marshal and liquidate Respondent's assets in the best interest of Respondent's policyholders, creditors, other claimants, and the public.

WHEREFORE, the Florida Department of Financial Services respectfully requests that this Court enter a Consent Order appointing the Department of Financial Services as receiver of Insurance Company of the Americas for the purposes of liquidation, injunction, and notice of automatic stay as proposed in the Order attached as **Department Exhibit 2**.

RESPECTFULLY SUBMITTED this 18 day of January, 2018.

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Chief Attorney

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OFFICE OF INSURANCE REGULATION

FINANCIAL SERVICES COMMISSION

RICK SCOTT GOVERNOR

JIMMY PATRONIS CHIEF FINANCIAL OFFICER

PAM BONDI ATTORNEY GENERAL

ADAM PUTNAM COMMISSIONER OF AGRICULTURE

DAVID ALTMAIER
COMMISSIONER

January 9, 2018

The Honorable Jimmy Patronis Chief Financial Officer Department of Financial Services Plaza Level 11, The Capitol Tallahassee, FL 32399-0301

Re: Insurance Company of the Americas

Dear Chief Financial Officer Patronis:

Please be advised that the Office of Insurance Regulation (hereinafter referred to as the "Office") has determined that one or more grounds exist for the initiation of delinquency proceedings, pursuant to Chapter 631, Florida Statutes, against Insurance Company of the Americas (hereinafter referred to as "ICA"). ICA is a Florida corporation that is no longer authorized to transact business as a property and casualty insurer in the state of Florida as its Certificate of Authority expired as an operation of law under Section 624.421(4), Florida Statutes. As specified in Sections 631.051 and 631.061, Florida Statutes, the grounds that permit the Department of Financial Services (hereinafter referred to as the "Department") to petition for an order appointing the Department as receiver and directing it to rehabilitate or liquidate the business of a domestic insurer include, that the insurer:

(1) Is impaired or insolvent (§631.051(1), F.S.);

ICA reported in its 2017 October monthly financial statement a surplus as regards policyholders totaling \$3,687,697, which includes assets in the amount of \$1,192,266.93, held as collateral by the Department of Financial Services, Bureau of Collateral Management. Two of its receivables listed in its 2017 October monthly statement, in the amounts of \$2,507,873 and \$1,781,160, are the subject of litigation in two separate lawsuits. These receivables are deemed by the Office to be not available for the payment of losses and claims and, therefore, they are not allowed as an asset in the calculation of surplus as to policyholders and must be non-admitted. Applying those two adjustments, ICA's adjusted surplus as regards policyholders at October 31, 2017, is a negative \$601,336. Therefore, the Office finds, for the reasons set forth in the attached exhibits, that ICA has insufficient assets to pay all outstanding obligations and is insolvent.

DAVID ALTMAIER • COMMISSIONER
200 EAST GAINES STREET • TALLAHASSEE, FLORIDA 32399-0305 • (850) 413-5914 • FAX (850) 488-3334
WEBSITE: WWW.FLOIR.COM • EMAIL: DAVID.ALTMAIER@FLOIR.COM

Is or is about to become insolvent (§631.061(1), F.S.);

In addition to the above basis for finding that ICA is insolvent, ICA also provided bank statements for two bank accounts, which showed zero balances in each account. Further, ICA provided a disbursement listing that includes disbursements for a 12-month period that demonstrated that \$22,386.57 represented outstanding checks not yet cleared. The Office finds that ICA is unable to pay its debts as they become due in the usual course of

business. Therefore, the Office finds, for the reasons set forth in the attached exhibits, that ICA is insolvent or is about to become insolvent.

(2) Has consented to such an order through a majority of its directors, stockholders, members, or subscribers (§631.051(11), F.S.).

The Office finds, for the reasons set forth in the attached exhibits, that, on December 15, 2017, ICA's Board of Directors met and executed a Joint Resolution of its President and Directors, and the President of ICA executed a Consent to Order of Rehabilitation or Liquidation.

Therefore, the Office is advising the Department of these determinations so that delinquency proceedings can be initiated by the Division of Rehabilitation and Liquidation. The following is attached in support of such determination:

Exhibit A – Affidavit of Virginia Christy, Director, Property & Casualty Financial Oversight, with Exhibits 1 through 10.

The Office is prepared to provide any additional information or assistance the Department may require to proceed as expeditiously as possible. Thank you for your attention to this matter.

Sincerely,

David Altmaier

Insurance Commissioner

AFFIDAVIT OF VIRGINIA A. CHRISTY

BEFORE ME, the undersigned authority, personally appeared Virginia A. Christy, Director of Property & Casualty Financial Oversight for the Office of Insurance Regulation, who after being duly sworn, deposes and says:

- 1. I, Virginia A. Christy, am over the age of eighteen (18), sui juris, and I am competent to testify to and have personal knowledge of the facts contained herein.
- 2. I, Virginia A. Christy, currently hold the position of Director with the Property & Casualty Financial Oversight, Florida Office of Insurance Regulation (hereinafter referred to as the "Office"). I graduated from Missouri Southern State College in 1987 with a Bachelor of Science degree in Business Administration with a major in Accounting. I have been employed by the Office since July 2012.
- 3. Insurance Company of the Americas (hereinafter referred to as "ICA") was licensed on August 25, 1976, as a state of Florida domestic Property and Casualty insurer authorized to write Workers' Compensation insurance, pursuant to Part III of Chapter 624, Florida Statutes. ICA's Certificate of Authority was suspended by Order on April 2, 2008. Pursuant to Section 624.421(4), Florida Statutes, ICA was notified that its Certificate of Authority had expired by operation of law and that ICA was to administer and service all existing insurance policies in Florida in accordance with the policy provisions and the Florida Insurance Code. ICA is subject to the regulation of the Office pursuant to the Florida Insurance Code.
- 4. ICA is wholly owned by First Florida Equity Holdings, Inc., a Florida corporation owned 66.66% by Allied Provident Insurance, Inc., a Barbados domiciled corporation ultimately owned by Amalphis Group, Inc., a British Virgin Islands corporation wholly owned by John R.

Greenwood and 33.33% owned by Zasis, LLC, a Nevada limited liability company solely controlled by Gary T. Hirst, its sole manager.

- 5. The Office has determined that grounds exist for the Department of Financial Services (hereinafter referred to as the "Department") to petition for an order, under Section 631.051 or 631.061, Florida Statutes, directing the Department to initiate delinquency proceedings against ICA. The basis for this determination is summarized as follows:
- insolvent: On or about November 8, 2017, ICA made a request to the Office to be put in Administrative Supervision, pursuant to Chapter 624, Part VI, Florida Statutes. ICA indicated that it lacked sufficient cash to pay claims without accessing funds, in the amount of \$1,192,266.93, held as collateral by the Department, Bureau of Collateral Management (attached as Exhibit 1). ICA's October 2017 monthly financial statement (herein after referred to as "October statement") was due on November 25, 2017. ICA filed its October statement (attached as Exhibit 2) on December 7, 2017. ICA reported on page Q03, line 37, surplus as regards policyholders totaling \$3,687,697, which includes the assets currently held as collateral noted above.

On page Q02, line 16.1, of its October statement, ICA noted a reinsurer receivable in the amount of \$2,507,873. This receivable has been contested in prolonged litigation, currently pending with the Second Circuit Court of Appeals in the state of New York, and is reflected in ICA's listing of litigation (attached as **Exhibit 3**), provided to the Office on December 11, 2017, as part of the requested information noted below and marked as Exhibit 5. Pursuant to Section 625.012(17), Florida Statutes, the Office deems this asset as an asset not available for

the payment of losses and claims. Accordingly, it is not allowed as an asset in the calculation of surplus as to policyholders and must be non-admitted.

On December 11, 2017, ICA acknowledged a receivable currently on its October statement, noted as a high deductible receivable, as not collectable (attached as Exhibit 4, see answer to question 4). On page QO2, line 25, ICA notes a write-in for other invested assets that relates to litigation with Modern Business Associates (hereinafter referred to as "MBA") regarding this high deductible receivable, which includes interest, totaling \$1,781,160. On or about December 13, 2017, ICA and MBA announced an agreement to settle the litigation and requested approval from the Office's Property and Casualty Financial Oversight Unit of the terms of the settlement, which acknowledges this receivable as not available to pay losses and claims. Pursuant to Section 625.012(17), Florida Statutes, the Office deems this receivable as an asset not available for the payment of losses and claims. Accordingly, it is not allowed as an asset in the calculation of surplus as to policyholders and must be non-admitted.

Applying the two adjustments above, ICA's adjusted surplus as regards policyholders at October 31, 2017, is a negative \$601,336, rendering the company insolvent.

about to become insolvent: The facts set forth under subsection (a) above are specifically incorporated herein by reference. In addition, after reviewing ICA's request noted above, the Office, on December 4, 2017, requested additional information regarding ICA's true financial condition (attached as Exhibit 5). ICA provided bank statements for two bank accounts, which show zero balances in each account (attached as Exhibits 6 and 7). In addition, ICA provided a disbursement listing (attached as Exhibit 8) that includes disbursements for a 12-month period, from 12/1/2016 through 11/30/2017, with a column labeled "O," for outstanding checks

not yet cleared, totaling \$22,386.57. Section 631.011(13), Florida Statutes, defines insolvency as, among other things, "that the insurer is unable to pay its debts as they become due in the usual course of business." Therefore, ICA is insolvent or is about to become insolvent, pursuant to Section 631.061(1), Florida Statutes.

- Consent to Rehabilitation or Liquidation pursuant to Section 631.051(11), Florida Statutes: On December 15, 2017, ICA, through a majority of its directors, executed a Consent to Order of Rehabilitation or Liquidation (attached as Exhibit 9), which states: "RESPONDENT admits that grounds exist for the appointment of the Department of Financial Services, Division of Rehabilitation and Liquidation (herein after referred to as the "DEPARTMENT"), as Receiver of RESPONDENT for the purpose of Rehabilitation or Liquidation pursuant to Sections 631.051 and 631.061, Florida Statutes." The President of ICA, Ricardo Rios, also provided an Affidavit executed on December 18, 2017 (attached as Exhibit 10), explaining the makeup of the Board of the Directors and demonstrating that the individuals who executed the Consent to Order of Rehabilitation or Liquidation constituted a majority of ICA's directors.
- 6. Based on the above, ICA is insolvent and has consented to rehabilitation or liquidation. Thus, grounds for issuing an Order for entry into receivership exist under Sections 631.051(1), 631.051(11), and 631.061(1), Florida Statutes.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Virginia A. Christy, Director Property & Casualty Financial Oversight Office of Insurance Regulation
STATE OF FLORIDA
COUNTY OF LEON
The foregoing affidavit was sworn to and subscribed before me this 19th day of Decumber 2017, by J. RAYELA LITHROP IN COMMERCION OF F 100278 EXPERIENT NOVEMBER NOVEMBER 12, 2018 Experience of the Notary) AUR Sa Lotting (Print, Typle or Stamp Commissioned Name of Notary)
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FURTHER AFFIANT SAYETH NOT.

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DEPARTMENT OF FINANCIAL SERVICES

Division of Treasury - Bureau of Collateral Management

DIVISION OF TREASURY

BUREAU OF COLLATERAL MANAGEMENT INVENTORY REPORT GENERATOR

AS OF - 11/30/2017

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DIVISION OF TREASURY

BUREAU OF COLLATERAL MANAGEMENT INVENTORY REPORT GENERATOR

AS OF - 11/30/2017

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MONTHLY STATEMENT

OF THE

Insurance Company of the Americas

Of

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to the Insurance Department of the State of

For the Period Ended October 31, 2017

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	Amounts recoverable from reinsurers			2,507,673	2,507,873
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	Other amounts receivable under reinsurance contracts			0	MACHINE CONTRACTOR
	units most-vable relating to uninsured plans			Q,	2 3rt 2 + 2 5 cm 2 red 2 6 2 7 5 6 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
L1 Cum	and federal and foreign bosons are recoverable and interest thereon	Todominia verdospodospodos incidente	a regulation to 1 sta Per Series in making a many groups.		Der belle ber der bestellt bes
2 Nate	INTERIOR DE SER SENTENCIA DE LA CAMPANA DE MAIS DE SENTE PARE DE CONTRACTOR DE LA CAMPANA DE LA CAMPANA DE CONTRACTOR DE LA CAMPANA DE LA CAMP	44,343		11,000	11,000
9. Guar	arily funds receiveble or on deposit		B regions are the bookland is particular for particular the basedor		MARITHUS SALESTON AND STREET
	ronic data processing equipment and software				** ** ** ******
i. Fumi	ture and equipment, including health care delivery assets (\$	-			
2. Nest a	djustment in assets and Rebillias due to foreign eachange raiss	-	Designations and the state of t		
Recei	webles from perent, subsidiates and efficients.				
. Healt	h care (\$	hills fells resident de ser felial blade til skie tildespages	-		
. Aggra	gain ente-ins for other than invested assets	1,781,160	D	1,781,160	1,761,160
	sessia excluding Seperate Accounts, Segregated Accounts and Protected accounts (Lines 12 through 25)	5,517,887	33,343	5,484,324	8,304,980
. From	Separate Accounts, Segregated Accounts and Protected Cell Accounts	************************************	***************************************		how the maximum rate and groups a pergrap group and condition
Total	(Lines 26 and 27)		33,343		
	DETAES OF	WINTE INS			<del></del>
1,	PPE FF EF BBBBBBBBBBBBBBBBBBBBBBBBBBBBBB				***************************************
2	and the party was to a second a second with the second with the second wind in a second wind wind in a second wind in a second wind wind in a second wind wind wind wind wind wind wind wi			A	rees HOTELSTOCKS and an action shock on
3				Maximum Minimum III	a e per secured yrighted and revent dealth led the Macades y Jan
	very of remaining write-ine for Lice 11 from overflow page.		e managementers and research as		is his thicker to a special constant proper
	(Lines 1101 thru 1103 pius 1108) (Line 11 shove)				
	(LPES 1101 USE 1102 DES 1193) (LPES 11 80048)				
-		1,487,120	species; granterarism merrismeriti	1,487,120	1,487,120
	A Award on Reinsurance Recoverable	294,040		294,040	294,040
	This can make a first production to the destination of the destination				
	ary of remaining write-ine for Line 25 from overflow page		0		
. Totals	(Lines 2501 thru 2503 plus 2598) (Line 25 above).	1,781,160		1,781,160	1,781,180

### Shimmle Occool H, 2017 of the Insurance Company of the Americas

LIABILITIES, SURPLUS AND OTHER FUNDS

	1 Photo 1 1 to 10	ALLABAT.	7 2
		Current Statement Debi	December 31 Prior Year
1	Losses (current socident year \$	1	477.018
2			1
3		1	216.929
4	•	,	10,120
5	•		
		•	index on seal of the first on a blood once of all communications are supported in
6.			pe maramata propiera kapalibali Prabile bal 212 salibane
7.		1	· · · · · · · · · · · · · · · · · · ·
7.3			en Stadistin marine arma and a transportation of
8.	Borrowed money &		
¥.	Undersed premiums (after deducting uncerned premiums for coded reinsusence of \$		
	tecturing \$O for medical loss ratio relate per the Public Health Service Act.		
10			
11.	Dividends deciared and unpsid:		
ļ	11.1 Stockholder		
	11.2 Pulcyholders		
12	•	► 078 980	978.780
13.	Funds held by company under refresurance treaties.	1	- Marine 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10
14.	Amounts withheld or retained by company for account of others.	1	
15.	Remissances and issues of accepted	1	Restaure 147 per la leur montes des manies de la leur d
1		4 ************************************	
18.	Provision for refresemence (including \$ O certified)		
17.	Not adjustness to in assets and Babilities due to foreign exchange rates		SPLEMENT STANCE SECURITION FOR PROPERTY SPANSORS OF
1B.	Dritte cutstanding.	***************************************	
19.	Payable to parent, substitisties and difficient		DI SERVICIONI CAN DIAMPETRALIA DIAMPETRALIA
20.	Dei No. 3, 11 to de constituire de la constituir	ar delicens believed a be deciplosees we are decident for the	B 10 mgg/ **** ** ** ** ** * * * * * * * * * *
21.	Payable for securities.	******************************	American not to constructly in high substitutions of street 1 in.
22.	Payable by secrices lending a particular management of the particular mana	tal Methods are more accommons products the management and access	NUMBER OF SECTION OF STREET OF STREET OF STREET OF STREET, STR
23.	Liabliky for emounts held under unineured plate		***************************************
24.	Cspital notes \$	W-17 34 11 24 1844 (Francisco 1854 (Francisco	espeganie acus s'indeference acus au au annuae, acu
25.	Aggregate write-ins for intities.		0
25,	Total liebilities excluding protected cell Rabilities (Lines 1 Percuph 2E)	1,798,627	2,173,202
27.	Producted and Designation of the control of the con	Miles in the Control of the Control	
28.	Total lab@las (Lines 26 and 27)	1,798,827	2,173,202
28.	Approprie write-its for special surplus funds		A.,
30.	Common capital stock-	1,000,000	1,000,000
31.	Pretend captel stock	***************************************	Annual or and the second of the strike set profession of the second of t
32.	Aggregate write-ins for other then special surplus funds		
33.	Supplie folial	10,449,557	10,449,557
34.	Gross paid in and contributed surplus	7,884,929	7,894,929
35.	Uncesigned funds (airplus)	(15,656,769)	(15,212,728)
38.	Less treasury stock, at cost:		
	36.10.000 sixeres commun (value included in Line 30 \$0)		
	36.2		
37.	Surptus as regards policyholders (Lines 29 to 35, less 36)	3,587,697	A,131,758
38.	Totals (Page 2, Line 26, Col. 3)		6,304,980
***************************************	DETAILS OF WRITE-IES		
ESD4.	The control of the co	Mar pant is the at a service to the service of the	
<b>502</b> .	per the ESPACE FOR SHEET F		
563. Ene	Commence of manual research to the first the PE from manual transfer over		PARAGONIC PROPERTY MINES PARAGONICAL PROPERTY AND ADMINISTRATION OF THE
	Summary of remaining write-ins for Line 25 from overfeer page		0
901.	TORES (LENS 20V) ETB 20V DUB 2000) [UTD 20 80476]		
902.		Martin Control of the	Delicated of anyments one allowater in the Reservoir of Manigles
903.	TO TO TRAIN THE TOTAL THE ALL PROPERTY OF THE		
	Bummary of remaining units-ine for Line 28 from overflow page		
999. 201.	Totals (Lines 2901 thru 2903 phys 2998) (Line 29 above)		
202		- mar and mark and mark markers are marker \$4.000; so these 4.000.	0-044 (1-44 M P4 (44/44/44) 47 5/15/6 (8/44/5)/44 24/4 24/4 24/4 24/4 24/4 24/4 24/4
200.	TO AND CONTROL OF MARKET AND ADDRESS OF THE PROPERTY OF THE PR	-	glistery apprilytered while between 12 Europe spranging propriating in
	Summery of remembring write-the for Line 32 from overflow pegit		
288.	Tobbs (Lines 3201 Paru 3203 plus 3293) (Line 32 above)		

### Mercente Control Data - Insurance Company of the Americas

STATEMENT OF INCOME

		Current Year to Date	2 Prior Year to Date	Prior Year E December
_	UNDERWRITING INCOME		W Using	D#D#RIDS
1. Premisans	served:	l	1	1
1.1 Direct	in the Electric (ATTESTS Secretary Dalling to the other in project or the contract intermediate properties described the contract of the contr		İ	ļ
1.2 ABSU	Comment of the commen	ì		nerve y Epiritis books on a cases
1.5 CBOE	Comment of the commen	i	1	
S'A LABITION	WINE DATE OF THE PROPERTY OF T	The second second	0	A STATE OF THE STA
DEDUCT	NS:	A manage of gradies and a second seco	semater versus and a service of the state of	PROFESSOR STATE OF THE PARTY OF
<ol><li>Losses inc</li></ol>	rred (current accident year \$	l	1	
2.1 Disect.	The state of the s	127.054	465 604	
CH CHRISTI	A CONTRACTOR CONTRACTO	1	1	1
aj Leges	The appropriation of the first special region (compared the configuration and the config	T. I	•	· Consideration coming to a management
3 LOSSI ECES	TOTAL BOTTOM TOTAL WYON			
			(48,001)	
7. PHAN BRADETE	CR CRUSHCZERI CINISK	₹		
8. Net under	ling gain (loss) (Line 1 minus Line 6 + Line 7)	AND AREA		Marie Common Part Continues
	INVESTMENT INCOME		(585,67E)	f8f
D. Alabimonat	INVEDIMENT RICOME	1		
U. NOT INVOST	IN INCOME CATHOLIC CONTROL OF THE PROPERTY OF	16.840	40.671	
			1.430	Enteration betatished and
11. REM INVESTOR	ANT CARL (COR) (LINES E + 10) - The contraction of	(340,885)	42.457	Manager and Manager
	OTHER INCOME		and the second second second	THE SECTION OF THE PARTY AND ADDRESS OF THE PA
12. Net gels no	oss) from agents' or premium between the right off	{		
(principal se	need town officials at health and and and the California Dis	1 1	l	
15 Einenden	Walfed S BROUNT Charged of European D		VERBORRES PROPERTIES OF THE PARTY MADE AND A	1796 days had the bedding common part
15 Total allian	THE ARE DO THE SECRET HOUSE WAS A SECRET OF THE SECRET OF	3,457		<u>.</u> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
IN THE PARTY	ALANIES LEDNES ES DECEMBER 14 INCHES PROPRIES DE LE CONTRACTOR DE LA CONTR	3,457	540,000	54
SUMMER RECO	the takes (Lines 8 + 11 + 15).		46.531	£397
		Market and the supplemental property	hrestern de manuel anno anno anno anno anno anno anno ann	
TOTALITA BISCO	its Barkasi di kana 45 mahasin ( laun 47:	/945.636)	AR 531	/397
				CARLO CARLO SERVICE !
20. Net income	ine 18 minus Line 19) (to Line 22)	1945 636	AS 524	(33)
	CAPITAL AND SURPLUS ACCOUNT	Committee and Co		
24. Sterribis es e	tota referibiliza florante est minimum		1	
22 Biet fromme	jests policyheidere, December 31 peler yese	A,131,758	4,525,480	4.525
22 Projection	On the 20 processes which prove and an appropriate angular processes and the following an appropriate and appr		. 155,531	
on the periodical	(a) from Profescion Cell accounts			TO THE POST OF SHARE PRODUCED IN
				C O'M I F IN THE REAL PROPERTY OF
			parameters are an area and area area.	
co. Change a n	Colored Income 12.	FTS FRENCH - 105 A 192 A 192 FOR 1 CO. BOOK HOSPIN	ers to some section of examination property of	(23
er unangen næ	ECTIVE BLOOK	1 1		17
OU. Undergraften be	PAPE RODGE	1 1		epiperiodi Ekoné i Mesic Katiliy zwa
io. Surptus (con:	buted to) withdrawn from protected cells	1		** ***********************************
ii. Curkering 6	ed of changes in accounting printables.	1	AND ADDRESS OF THE PARTY THE PARTY THE	tive out the control of the control
<ol><li>Capital chang</li></ol>	<b>8</b> .	1	in a second	****
32.1 Paid in.	THE BOTH THE REPORT OF THE PROPERTY OF A SHARMAN CONTRACTOR OF THE PROPERTY OF	!		
75 Y 1180,039	NO ITEM MATERA (SEEK LEVERANT)	; ;	printer the right of the trade of the second advantage of the	ومدر و منهم کاو سنز کر ( اینکام در مناطقه ما در استخط
32.3 Transfe	SC to Barries	1		**** ********************
J. Suipus seus		1 1	*M der <del>1002.70</del> .107/2020/90204454.55 _{(700.70.70.}	Caret san to the contract about 1 mg inches
33.1 Paid in.	NAME AND ADDRESS OF THE PARTY O			
		Printed and ( ) and a second printed as a second property of a 1971		**************************************
5. Dividende in	Irom or (ta) Home Office.	Pentitries a 2-2 075 s 5 6 50 77, with select a precision distribution of the con-	in her police start, a for (held) yes transper	y ser racionalis della diametrica di su
	The second of th			
Angranalaus	with the giants and bosses in supplementations of the state of the sta	S. seat als		mateur de les constants especies e
Chibber pr = n	to as regards policyholders (Lines 22 thaugh 57)			Linear management
e unacego rista. Santo como em	we so suppose the production (LESS 64 TRUSTS ST June Tomas (1994) and the commence of the comm	(444,061)	46.531	393.7
· unique es le	rds policyladism, se of abisment data (Lines 21 plus 33)		4,572,011	A,131,7
	DETAILS OF WRITE INS			CONTRACTOR MANAGEMENT
. Necestery of hi	n destuditie recevable providuely seider-off, management de la communication de la com	T	(48,000)	(48,0
	14 Spirit and Marie Principles are to the Spirit Demonstrated and the Spirit Spirit and Advantage and the Spirit S	PONTE DE LA CONTRACTOR		(40/fl
	THE PERSON OF A STATE			wied bear a farbell to east a Kong open
, Surrensely of m	wining with-ire for Line 5 from overflow page.	Ti State	Trais	di Kadi in mayning tung rising asias
. Totals (Lines D	Of thru DSG3 plus OSSS (Line 5 above)	territorio accessorativo en consponent per per el face de pro-	PAR MARK	maretierdenist til tracer del
. Misoelianeous	The state of the s	The state of the s	(46,001)	
. Inhrestruffssores	Distribute of the first and the contract of th		540,000 }	540,00
	m quarrant products and the second of the se	And the part of th	#1900000 1900 19000 1900 1900 1900 1900	the cat has marketine and mark
	with the fat the 14 fem over the tage.	M 1 49 A 3 1 1 2 A 2 3 7 1 Ex der restration to 10 August 1 1 Experience   print 2		richery bije zárimk nám ke epoconych k
	11 Bry 1400 plus 1486) (Line 14 shore)	14.500.00 Minimizeral Communication Communication (1997)		North Ball 24 f Incompagning on particular
Trends if have 4	A REAL TYPE 1832 1950 ( 1950 1 PERSON )	S457	540,009	640,00
Totals (Lines 1	The state of the s			
Totals (Lines 1	To the state of th			are extended to provide the con-
Totals (Lines 1	egy personal political political properties of the properties of t	**************************************	er beforeder render server (belæget (	arright by promprobated stages of Educat
Totals (Lines 1			en ALPS KAR FERNANDER ABSENCE (SE EANGE) (   LA HERON. HI FI 160 NO NO FRONTE BAR ELD INC. CHE'N A F	er i glir þei þrei freskriugsteffysig í færur e þeins fre fills í fræði sændindssammin
Totals (Lines 1	egy personal political political properties of the properties of t	The second secon	en Math Salder einscher genepas (160 zeige) (	

### Salesant to Ocean 31, 2017 of the Insurance Company of the Americas

### **CASH FLOW**

		Current Year to Date	2 Prior Year To Cate	Prior Year Ended December 31
	CASH FROM OPERATIONS	SO DAME	TOTAL	OSCAPILLER ST
1.	Premierre colected net of reinsurance			İ
2.	Nel investment (seems	19.260	47 086	39.7
3.	MEDILERAGIE TIOTA, in minimization Committed in the development of the recipionities of the parties to a confidence international	1 1	540,000	549.0
4	Total (Lines 1 World 3).			579.2
5.	Benrett and case related payments.	1 1	£30.47	
8.	Net transfers to Separate Accounts. September Accounts and Projector Ce. Accounts			Sary or managera, plant of
7,	Commissions, expenses paid and aggregate write his for deductions.		1,251,745	12306
8.	O'verands pard to podicy verdens			
Ð.	Federal and foreign income lasses paid (nonwered) net of \$ U tax is inappled gains (co.sea.) .	,	HA HITHITE WE PINK WITH	
10.	Total (Lines 5 through 9)			1,981,6
11.	Net cash from operations (Line 4 minus Line 10)			
	CASH FROM INVESTMENTS		and interest (	and the second second
12.	Proceeds from investments cold, matured or repeld:			
	12.1 Вожба		770.667	796 66
	12.2 Stooms			
	12.3 Morkage (1375	4		387 50
	12.4 Rest state.			marin manadifica
	12.5 Citer Invested Black		terimode con which can arapea	BAT BA BE CAREFUL METER MAN TO CANADA
	12.6 Net gains or (natural) or cash, cash equivalents and short-term investments.		EP des limpt bit ong ranges, onco capacitan.	4-* 171 *********************************
	12.7 Macellaneous proceeds	,	********************	1974 1976 AMERICA 11-14-1
	128 Total investment proceeds (Lines 12.1 to 12.7)	22 040	81/102	<u>an a a a a de care e de</u>
3	Cost of investments acquised (long-term only):	11. September 1. September - Philips Co.	· · · · · · · · · · · · · · · · · · ·	
	13.1 Scars, approximation of product against a company of the second and the second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against a second against			
	13.2 Shock in the national property of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s			
	13.2 Morgage kets name name a management of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the con	E .		representation of the action of
	13.4. Rec. 93220 г. пантинических положения выполняющей профессиональной положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения положения по	,		the set of the test of the party of the
	13.5 CTS (PASTAL MANUAL			eta en elegionista gigargias i
	13.6 More among applier en	1		
	13.7 Total invasitions equified futres 13.5 to 12.6/	ya - mana a anganga (sa		
	Nat increase or (dicrease) in continual team and premium ruless		<u> </u>	
	Nel cash from investments (Line 12.5 minus) are 13.7 and Line 1.0			
••	CASH FROM FINANCING AND IMSCELLANEOUS SOURCES		4 10 7 <b>0</b> 74,7442 fil	
		1	•	
	Ceeh provided (applied):			
	16.1 Surprunctur, capital action			
	16.2 Capital and taid in supplies, less treating stocks.	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s		
	16.3 Bernard Ards.	1 1	THE CONTRACTOR	y riprose the hour Policy for sign state was reposed to
	IBA Net deposits on dearest type profit vita one other first tomas labellities		en konsis in a ligifiy	*** ***
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1	6.6 Other cash provided recrisis).			الاستندادات
	unt cash from Emercing and infecessments execute (Linear 18.1 damagh 16.4 minus Line 18.5 plus Line 16.9)	27000	<u></u>	, sea 2011 a faire a 11 (3)
	Onciliation of Cash, Cash Equivalents and Short-Term investments	1	1	
	list shange in sest, seek equivalents and short-from investments (Line 11 plus Une 15 plus Line 17),			(288,135)
	lask, Jush dar weishis sera shari-berg kwesitrische	<u>'</u>	į	
	3.1 Seg ming of year,		1.136,167	
1	8.2 Enderpenia (Lieu 18 pia Line 191)	620.4K3	ess.117 1.,	848 362

No. Experient declarated with a change for more at the constant.

### Summer: No October 31, 2017 of Page Insurance Company of the Americas

### **GENERAL INTERROGATORIES**

### PART 1 - COMMON INTERROGATORIES GENERAL

1	1.1 Pet the injuring widey experies the any interview the installant requiring the titing of Dischession of Material Transactions with the State of Consister, as received to the Material Ref.			
1	2. If yets, has the report bear. Feet with the previously space?			[] No[X
	1 Has any change been made during the year of this statement in the charter, by-taxes, articles of incorporation, or dead of settlement of the recording entire?			[] No:
2.	.2 If yes, date of change:		Yes [	[ No[X]
3.	.1 Is the reporting entity a member of an insurance Holding Company System consisting of two or more adiasted persons, one or more of which is at insurant types, complete Schedule Y. Parts 1 and 14.	?	Yes [	X) No []
3,	2. Have trace been any substitute changes in the organizational order to prompt and entail.		Vac:	] No[X]
	3 If the response to 3.2 is yes, provide a brief description of those changes.		, <b>u</b> , s ₁	1 (20(1)
	<ol> <li>Has the reporting entry been a party to a marger or conscillation during the period covered by this statement?</li> </ol>		Yes [	] No[X]
42	2 If yes, provide name of smity, NAIC Company Code, and state of dombite (use two letter state abbreviation) for any entity that has ceased to exist an ensual of the margin or consolidation.			
		NA.		3
	Name of Enlay	Corre	anty	State of
	The Total Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of	Cor	78	Comoše
18.	If the reporting entity is subject to a management agreement, including third party administratoris), managing general agent(s), efforms/sin-fact, or similar agreement, base there been any significant changes regarding the terms of the agreement or principals involved?  Types, attach an explanation	Y55( }	No (2	d Hall
6.1	<ol> <li>State as of white one the latest beardal exercises of the recording entity was made or is being meas.</li> </ol>	12	31701	2
	2. State the as of date that the black financial discretion many broader many black that each of durable or the expenting entity. This date about the final time many many believes that and the date of the many many believes that and see date of the many many believes that it receives the contract of the many many believes that it is not a second with the date of the many many believes the second with the date of the many many believes the date of the many many that the date of the many many that the date of the many many that the date of the many many that the date of the many many that the date of the many many that the date of the many many that the date of the many many that the date of the many many that the date of the many many that the date of the many many that the date of the many many that the date of the many many that the date of the many many that the date of the many many that the date of the many many that the date of the many many that the date of the many many that the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the date of the d	12/	e1/2010	****
6.3	State as of what date the latest financial examination month become a meaned in other states and pursuit two mines are an accomplished in increasing and in the control of the examination of the control of the examination (indicates show that it is examinated (indicates show that).	12/	24/2007	r
6.4	By what department or demandable?  Should Department of Europea, Services, Celline of International Magaziness		1000	nomen and an analysis of the second of the second
6.5	Have at the sold discreted adjusted as wider the times transfel experience in an encounted for a 5 consequent transfel supported to a 10 consequent transfer and their win Departments?	Yes [X]	No[]	N/A()
6.6	maneral of the recommendations within the labels is shown examples from reson to our complete which	Yes[X]	No [ ]	N/A [ ]
7.1	p) and Exempleury early grand as to select the best of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of th		Yes( )	No(X)
77	If year give 6.4 information:			
8.5	Is the company a subsidiary of a bank holding company regulated with the Federal Reserve Board?		Yes[ }	No [X ]
8.2	if response to 6.1 is yes, please identify the name of the bank holding company			
8.3	is the company afficiend with one or more banks. Buttle or securities firms?		ا الجارة الإ	Natal
B.4	If the response to 8.3 is yes, please provide below the learnes and location (only and state of the main office) of any affiliation regulated by a federal regulatory services agency (a.e. the Federal Reserve Board (FRB), the Office of the Comptoder of the Currency (OCC), the Federal Deposit Insurance Corporation (FDIC) and the Securities Exchange Commission (SEC)] and identify the efficient primary federal regulator).		,	
	Afficiate Nation   Location (City State)   EDD	4	5	6
	ATTAKE Negle Looston (Ct), Steel FRB	occ	FOIC	SEC
9.1	Are the seriar offers (percipal executive office), percipal filteriosi offices, percipal executing offices of contenting offices of contenting offices of percipal executing strategy and contenting entities of the percipal execution of the reporting entity entity of the contenting entities and of the transfer of the percipal executions.	1	· () }	to!!
	(a) Honest and ethical conduct, including the ethical handling of accusa or apparent, conflicts of interest between personal and professional relationships,		•	•
	(b) Full fair, budurate, (mady and understandable disclosure in the periodic reports required to be field by the recovery easily			
	(c) Compliance with applicable governmental taxes notes and regulations			
	(0) The prompt internal reporting of violations to an appropriate person or person identified in the code, and			
	(a) Accounted the for authorence to the code.			
9.11	fitthe response to 9.1 to No please explain:			
82	Has the cods of ethics for tenior transgers been amended?	¥.	es i 1	No[X]
9.21	If the response to 0.2 is Yes, provide information related to amendment(s).			
	Here any provisions of the code of election been washed for any of the specified officers?	٧,	19[]	No [X]
T.S	If the response to 9.3 is Yea, provide the nature of any walver(s)			
40 4	FINANCIAL			
10.1	Does the reporting emity report any amounts due from pasers, subsidiaries or affiliates on flage 2 of this statement?	Ye	₹[]	No[X]

### **GENERAL INTERROGATORIES**

### PART 1 - COMMON INTERROGATORIES

10.2	n yos	, indicate any emounts receivable	from persons included in the	Page 2 census	t:			\$		Ç
				1	NVESTMENT					
11,1 1	Were use b	eny of the eacle, bonds, or other ly enotiner person? (Exclude tect	essets of the reporting table Nice under technical bandin	g agreements.	nd under option agreeme	ni, or otherw	teo medio evallativo	for	Yes[]	No [X]
11,2 1	lf yes,	give full end complete unformation	nelating therefo:							
12.	Алтазы	mi of real estate and mortgages h	eld in other invested assets	in Schedule BA	ŧ			ş		0
3. /	Arnou	nt of real estate and mortgages ha	adi in enori-term investmera	<b>8</b> :				\$		0
14.1 (	Does	the reporting entity have any inver	denemb in parent, subsidiari	es and afficien	17				Yes [ ]	No X
1	4.2	7 yes, picace complete the following	ing:							
						Prins	Year End Book/Adi	aschent C	2 urrent Quarter Book/Adio	ustad
							Coming Value		Carying Value	
	14,21					\$		- 5   8		-0
	14.22 14.23					-		9		ő
	14,24					-		0		6
	4.26		Alle			-		0		0
	14,28 14,27		ichenbaras and Afriches (S	objecti i mat L	6.21 to 14.26)	\$			AN STANKE DESIGNATION AND A SUSSICIONAL	0
	4 28					\$		3 .	and the second second second second second	0
5.1 H	lesi iti	भ reporting भागों। स्टारंडन जारा आह	hedging sensedions report	ed on Schedul	e 097				Yes [ ]	No X
		has a comprehensive description				e?			Yes [ ]	No !
	•	no, assoch a contribution with this printerion L							, •	•
6. F	or the	a reporting entity's socially lending	program, state the amount	of the tollowing	te of current statement	Cale:				
B.1 T	cial l	tet vedure of extravolated collectural as	issits reported on Schediste	DL, Perts 1 and	12:			1	Magazina a mana a mana a managan garangan	3
6.2 T	ous L	occis adjusted/cernying value of Re	nversed collecturel essents res	ootsed on Schu	dule DL. Parts 1 and 2:			8		0
6.3 T	oba p	osyable for securities landing repo	ried on the list/bly page					8		0
21 21	Mose. Intod Criti	ing items in Schedule E-Part 1-Sp., veuts or setely deposit boxes, w ist agreement with a custified ben cal Functions. Custodial or Satelyo For all agreements that comply set	ere an above, boads and off it or trust company in accord oping Agreements of the Ni	her secuntee, o tence with Sec NC Financial C	samed troughout the out ion 1, III - General Exam landition Examiners Hear	nent yestrike Insilan Cons Book?	d pursuant to a riderations, F. Owk		Yes {X}	Mo[]
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17		For all agreements that do not port		The NAIC Fina	nciai Condition Ensmarc	rs Hancteal	, provide the name		ranony nya njayokitikatianana - nyambihindon'i meri	
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		Nen			Locationia			Complet	e Elestaration(s)	
	[								V f 3	PT - ( )
17	17.3. Have there blum any cremons, including name changes, in the contributed boundary in 17.1 during the current quarter?							Yes ( )	RO[]	
17	7.4 8	l yes, give full and complete below	whon relating themse	-		-	-	parameter		—
		1		1	2		Date of	Ì	•	
		Oto Custon	San		New Cumodian	gagging in glowning area bear amount on a	Change	ļ	Reason	
17	17.5 Investment energement – Kentily of investment advisors, investment menagers, becautioniers, including individuals that have the authority to of the reporting entity. For easels that are messaged internetly by employees of the reporting entity, note as such (" that have access to the investment).						thody to neist to the investment	investment decisions on it accusate", "handle	n behelf	
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	ķ	Royal Aliance Associates, Inc.	rems o	Fam Cr Bidsako	USS				U	
	1	7.5097 For those firms/individu	eda Balad in the table for Ou A of the reporting entity's au		ony Bensindralasia Ca	Misted with	the reporting entity	(i.e., designale	deens (7) Yes ( )	No[]
	1	17.5088 For Emishandusia unafficient with the recording entity (i.e., designated with a "U") listed in the table for Counties 17.5, does for book supplies							No[]	
17	.6 F	or hose time or individuals lated	in the lable for 17.5 with an	efficien code		restricted)	emote the informe	tion for the bald		
	\$*** \$	1	5		3		4		5 Investment	or Bridging
	No.	Central Registration Depository			i				Management	(
	-	Number	Marne of Firm or Inc	AND DESCRIPTION OF THE PERSONS INVESTOR OF	Legal Entry klentif	er (LEI)	Register	oc With	Agreement (NA) F	red
	ļ.,	23131	Royal Aliance Associates	LEK	<u> </u>		L.	a a reference and a first in April (Marie April (Marie)		
18	1 14	an st the first on instants of t	va Puracesas and Procedura	e Marcal of the	NAIC investment Analy	in CRce be	en followed?		Yes;X]	No

18.2 If no, set exceptions:

### Samus Company of the Americas

### **GENERAL INTERROGATORIES (continued)**

### PART 2 - PROPERTY & CASUALTY INTERROGATORIES

1. If the reporting entity is a member of a pooling arrangement, did the agreement or the reporting entity's participation change? Yes[] No[X] NA[] if yes, attach an explanation. Has the reporting entity retreated any risk with any other reporting entity and agreed to release such entity from limbility, in whole or in part, from any loss that may occur on the risk, or portion thereof, retreated? Yes [ ] No [X] l'yes, attach en explanation. 3.1 Have any of the reporting entity's primary reinsurance contracts been canceled? Yes[] No[X] 3.2 If yee, give full and complete information thereto: 4.1 Are any of the labilities for unpaid losses and loss adjustment expenses other than cartain workers' compensation tabular reserves (see Annual Statement Instructions partialring to disclosure of discounting for definition of "tabular reserves,") discounting at a rate of interest greater than zero? Yes [ ] No [X] 4.2 If yes, complete the following schedule:

1	2	3	Total Discount				Discount Taken During Period			
	Maximu		4	5	В	7	6	8	10	11
Line of Business	in Interest	Disc. Rate	Unpaki Losses	Unpetd LAE	IBNR	Total I	Unpaid Losses	Unpeld LAE	LBAR	Tote/
	0000.0	0.000	0	0	0	C	0	0	0	7000
Total	XXX	_XXX	0	0	0	a	Ď	0	n	

6.1	Operating Percentages:	
	5.1 A&H loss percent	0.000%
	5.2 A&H cost contrinment percent	0.000%
	5.3 A&H expense percent exclusing cost containment expenses	0.000%
6.1	Do you act as a custodian for health savings accounts?	Yes ] No[X]
6.2	If yes, please provide the extount of custodial funds held so of the reporting data.	,,
6.3	Do you act as an acministrator for health savings accounts?	IXION [ ] seY
6.4	if yes, diease provide the smouth of lunds administered as of the reporting care	\$ 0
		CONTROL OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PAR

### Statement for October 51, 2017 of the Insurance Company of the Americas

### PART 1 - LOSS EXPERIENCE

	TANT	1 - FARR PAR I	Current Veer to Date		1 4
İ			7 2	1 3	Prior Year to Date
		Direct Premiums	Direct Losses	Direct	Direct Loss
1	Lines of Business	Eamed	Incurred	Loss Percentaga	Percentage
1	Fig.			0.000	
	Als ha				Arms 1992 K 18 12 12 12 12 12 12 12 12 12 12 12 12 12
	Fattories musics per			0.000	
	PETROVITOR INCIDE DOTA			0.000	
	Commercial muticial part			.0.000	
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### List of Iltigation

- 1. The Lloyds Case Currently appealing judge's decision. The case is currently on the 2nd circuit court of appeals in NY. ICA obtained an award at the arbitration panel level, which was set aside by a district court judge in NY, and that judge's decision is currently on appeal.
- 2. The Modern Business Associates Cases ICA has reach an agreement in concept with this former Insured. The insured and ICA have exchanged proposed settlement documents regarding their administrative litigation and circuit court litigation. The administrative settlement will include a provision regarding the Alabama case regarding Linda Hendricks.
- 3. The Asgaard Case Involving California and Florida The California attorney is waiting on further direction. ICA's Florida defense attorneys have been advised that ICA is out of money and they returned the retainer, which ICA used to pay the nurses for Alan Kringel. There is also an attorney in Seminole County, FL that was handling a case regarding Asgaard. These cases could fall into a default type status where ICA cannot respond to court orders, discovery or motions filed by the plaintiff, due to ICA's inability to pay to retain counsel for its defense.
- 4. Linda Hendricks Alabama Case Hospital/Doctor is trying to collect on outstanding invoices incurred for a medical procedure done to Ms. Hendricks, whom MBA has contended ICA insured under a large deductible W/C policy that ICA and MBA commuted. ICA needs to retain counsel in Alabama and file a response by December 13, 2017, or else a default may be entered against ICA and that default could be the basis for the state court to enter a final judgment upon default against ICA.

### Location of ICA records

Accounting records are located in Queen Creek, AZ

Some claim records are located in Lake Mary, FL. The entire history of the claims is saved with the claim software "Filehandler". Currently on a cloud basis.

### Christy, Virginia

From:

Ricardo Rios «ricardo.rios@mamanceamericas.com»

Sent:

Monday, December 11, 2017 4:35 PM Murphy, Susanne; Christy, Virginia

To: Cc:

Ridenour, Robert, Tim Schoenwalder, Smith, Rodney N

Subject:

RE: Insurance Company of the Americas

Attachments:

ICA - Payment history, licenses & software info.xlsx

Ms. Murphy - See attached the information you requested and answer to your questions are below.

Ricardo Rios

Direct. 305.901.1367 ricardo.rios@insuranceamericas.com

From: Murphy, Susanne [mailto:Susanne.Murphy@floir.com]

Sent: Monday, December 11, 2017 1:40 PM

To: Ricardo Rios <ricardo.rios@insuranceamericas.com>; Christy, Virginia <Virginia.Christy@floir.com>

Cc: Ridenour, Robert <Robert.Ridenour@floir.com>; Tim Schoenwalder <TS@meenanlawfirm.com>; Smith, Rodney N

<Rodney.Smith@floir.com>

Subject: RE: Insurance Company of the Americas

Mr. Rios.

The information provided is incomplete. Please provide by close of business today:

### 1. The settlement amount for each outstanding claim;

Currently ICA has not reach a settlement with any of the outstanding claimants. As mentioned on our conference call the week before, the currently outstanding claimants are not willing to reach a settlement at this time.

The list of all outstanding claims and the reserve established for each claim, whether reduced to a settlement or not;

Please see the first tab (Label "Open claims") of the attached excel spreadsheet for the information voil requested.

- 3. A total of all outstanding obligations, whether claims related or not, and the assets to pay such obligations; Please see the 3rd tab (tabel "outstanding expenses") of the attached excel spreadsheet. At this time ICA has no assets to pay its obligations. The only available funds are the statutory deposits held by the OIR.
- 4. The October monthly statement reflects surplus of \$3.6 million. What assets does this surplus consist of and how much is available to pay claims.

The assets that make up the \$3.6 million in surplus consist of:

- S759,462 in government bonds held by the state of Florida as a statutory deposit
- \$420,463 in cash held by the state of Florida as a statutory deposit.
- \$2.507,373 in minsurance recoverable from Lloyds of London, currently seeking collections through the courts
- \$294,040 in reinsurance recoverable interest awarded to ICA by mediator. Currently seeking collections through the courts.
- \$1.487,120 in high deductible receivable from an insured, Modern Business Associates. At this time ICA
  has not finalize a settlement agreement, but this receivable will probably be not collected from the
  insured.

Susanne K. Murphy
Deputy Commissioner
Property and Casualty
Florida Office of Insurance Regulation
(850) 413-5083 (office)
(850) 567-5656 (cell)
susanne.murphy@floir.com

From: Ricardo Rios [mailto:ricardo.rios@insuranceamericas.com]

Sent: Monday, December 11, 2017 1:26 AM
To: Christy, Virginia < Virginia Christy@floir.com>

Cc: Murphy, Susanne <Susanne.Murphy@floir.com>; Ridenour, Robert <Robert.Ridenour@floir.com>; Tim

Schoenwalder <<u>TS@meenanlawfirm.com</u>>; Smith, Rodney N <<u>Rodney.Smith@floir.com</u>>

Subject: RE: Insurance Company of the Americas

Ms. Christy – Please find attached all the information you have requested from ICA. The 3rd quarter and the October monthly statement were filed last week.

Once you the OIR had a chance to review the attachments, please advise what are the next steps or the decision of the OIR.

### Ricardo Rios

Direct. 305,901.1367 (ricardo.rios@insuranceamericas.com

From: Christy, Virginia imailto: Virginia. Christy@floir.com]

Sent: Tuesday, December 5, 2017 6:44 AM

To: Ricardo Rios < ricardo.rios@Insuranceamericas.com>

Cc: Murphy, Susanne <a href="Susanne:Murphy@floir.com">Susanne:Murphy@floir.com</a>; Ridenour, Robert <a href="Robert-Ridenour@floir.com">Robert <a href="Robert-Ridenour.com">Robert 
Schoenwalder < TS@meenanlawfirm.com²
Subject: Insurance Company of the Americas

Mr. Rios,

Please see the attached letter listing the requested documentation and information regarding ICA. Please provide all requested items as soon as possible and no later than close of business Friday, December 8, 2017. Please do not hesitate to contact me if you have any questions or concerns.

Virginia A. Christy
Director, Property and Casualty Financial Oversight
Florida Office of Insurance Regulation
200 E. Gaines Street, Suite 637A
Tallahassee, Fiorida
Telephone: (850) 413-5019
E-Mail: Virginia.Christy@fioir.com



### OFFICE OF INSURANCE REGULATION

FINANCIAL SERVICES
COMMISSION

RICK SCOTT GOVERNOR

JIMMY PATRONIS CHIEF FINANCIAL OFFICER

PAM BONDI ATTORNEY GENERAL

ADAM PUTNAM COMMISSIONER OF AGRICULTURE

DAVID ALTMAIER COMMISSIONER

SENT VIA ELECTRONIC TRANSMISSION TO: ricardo.rios@insuranceamericas.com

December 4, 2017

Mr. Ricardo Rios Director Insurance Company of the Americas PO Box 1927 Queen Creek, AZ 85142

Re:

Insurance Company of the Americas

FL Company Code: 09398

### Mr. Ricardo Rios,

It is imperative that you provide documentation and responses to the requests below, as soon as possible and no later than Friday, December 8, 2017, for the Office of Insurance Regulation (Office) to assess appropriate regulatory action concerning Insurance Company of the Americas (ICA).

- 1. Please provide a list of all pending litigation, the reason for the litigation, and the status of the litigation, including efforts made by ICA to reach a settlement in each case.
- Please provide a listing, in spreadsheet form, of outstanding claims with data in each
  cell of columns as follows: title of the claim, date of loss, whether the claim is active
  or not active, the reserve amount allocated for the claim, payment status of the claim.
- 3. Please provide all disbursements, no matter the classification, that have occurred over the last 12 months, beginning December 1, 2016.
- 4. Please provide all outstanding and unpaid expenses, including litigation expenses, incurred by ICA to date.

- 5. Please provide a cash flow analysis showing all cash coming in and payments going out over the last 12 months, beginning December 1, 2016.
- 6. Please provide all bank statements held by ICA for the last 12 months including the December 2016 bank statement.
- 7. Please provide a listing of other states in which ICA has an active license and any liabilities associated with any writings in other states, whether ICA's license is active in those states or not.
- 8. Please provide a copy of all written in-force agreements ICA has executed with any vendor, lawyer, or others.
- Please provide the specific location of all ICA records and the format in which each record is retained.
- 10. Please provide the type and name of all software ICA utilizes for operations, including the accounting function and claims function.
- 11. Please provide a current Income Statement reflecting all income and expenses for the month of November and year to date balances and a Balance Sheet as of November 30, 2017 reflecting all assets and liabilities of ICA. ICA has not filed the 3rd Quarter Financial Statement which was due on November 15, 2017 nor has it filed the October monthly Financial Statement that was due on November 22, 2017. These statements must be filed as soon as possible.

If you have any questions regarding the information that is being requested please contact me as soon as possible so that the information can be provided within the time frame indicated. I can be reached by phone at 850-413-5019 or email at <u>virginia.christy@floir.com</u>.

Sincerely,

Virginia A. Christy

Director, Property and Casualty Financial Oversight

cc. Robert Ridenour
Susanne Murphy
Tim Shoenwalder, Esq.

A part of BMO Financial Group

## BMO HARRIS BANK N.A. P.O. BOX 94033 PALATINE, IL 60094-4033

359341

ACCOUNT NUMBER:

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Statement Period 11/01/17 TO 11/30/17 IM0099002900000000

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INSURANCE CO OF THE AMERICAS PO BOX 1927 QUEEN CREEK AZ 85142

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WE ARE MAKING CHANGES TO SOME OF THE FEES WE CURRENTLY CHARGE. NO NEW FEES ARE BEING INTRODUCED AT THIS TIME.

EFFECTIVE 12/1/17, WE WILL INCREASE THE FOLLOWING FEES FOR YOUR BUSINESS ADVANTAGE CHECKING:
OVERDRAFT AND NSF FROM \$35 TO \$36, CONSECUTIVE DAY OD FROM \$5 TO \$7, COIN AND CURRENCY DEPOSITED FROM \$0.14 PER \$100 IN EXCESS OF \$20,000 TO \$0.25 PER \$100 IN EXCESS OF \$20,000, OUTGOING DOMESTIC WIRE TRANSFER FROM \$25 TO \$30, AND OUTGOING FOREIGN WIRE TRANSFER FROM \$45 TO \$50.

YOUR CONTINUED USE OF THIS ACCOUNT AFTER 12/1/17 CONFIRMS YOUR AGREEMENT TO THESE CHANGES.

QUESTIONS? CONTACT YOUR BANKER OR CALL US AT 888-340-2265, OPTION #2 FOR BUSINESS OR VISIT US ONLINE AT WWW.BMOHARRIS.COM. BMO HARRIS BANK N.A. MEMBER FDIC. EQUAL HOUSING LENDER. NMLS401052

### CHECKING ACCOUNTS

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### A part of BMO Financial Group

# BMO HARRIS BANK N.A. P.O. BOX 94033 PALATINE, IL 60094-4033

359342

ACCOUNT NUMBER:

Statement Period 11/01/17 TO 11/30/17 IM0099002900000000

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INSURANCE CO OF THE AMERICAS

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Important information about your Consumer Overdraft Credit Line Account

For overdraft credit plans with a fixed Annual Percentage Rate:

The periodic rate and corresponding Annual Percentage Rate does not change.

For overdraft credit plans with a variable Annual Percentage Rete:

The periodic rate and corresponding Annual Percentage Rate for this plan is a variable rate which can change monthly. (See your account agreement for details on how the Annual Percentage Rate is determined.)

### CALCULATION OF BALANCE BUBJECT TO INTEREST RATE FOR CONSUMER OVERDRAFT CREDIT LINE ACCOUNTS

We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits. This gives us the daily

The interest charge begins to accrue on the date an advance is posted to the account. The interest charge continues to accrue on the unpaid principal balance after the statement has been printed and mailed to you. There is no "grace period" or "free ride period" which would allow you to avoid an interest charge.

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR CONSUMER OVERDRAFT CREDIT LINE ACCOUNT STATEMENT
If you think there is an error on your statement, write to us at: Harris, Attn: Billing Department, Servicing Dept. D, 3800 Golf Road, P.O. Box 5049, Rolling
Meadows, IL 60008.

In your letter, give us the following information:

* Account information: Your name and account number.

* Dollar amount: The dollar amount of the suspected error.

Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

- We can apply any unpaid amount against your credit limit.

### Credit Information

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS AND CARD TRANSACTIONS

Call us at 1-800-847-1066 for errors involving Card transactions, or for Electronic Transfers call 1-888-340-2265, or write to Harris, P.O. Box 94019, Palatine, illinois 60084-4019, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. This is the information we will need in order to help resolve the problem:

- Tell us your name, account number, and Card number (if applicable).

  Describe the error or the transaction and the date of the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us craily, we require that you also inform of us the error in writing within ten Business Days.

We will determine whether an error occurred within 10° Business Days after we hear from you and we will correct any error promptly. If we need more time, however, by law we may take up to 45° days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10° Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you fell to give us the required written confirmation of your complaint or question, then we may not credit your account or we may revoke the provisional credit we previously gave to you.

We will tell you the results of our investigation within three Business Days after completing our investigation.

*These time periods may be extended as follows. The applicable time is 20 Business Days in place of 10 Business Days for new accounts if the notice of the error involves a transfer to or from the account within the first 30 days your account is open. The applicable time is 90 days in place of 45 days if the notice of error involves a transfer that either (1) was initiated outside the U.S., (2) resulted from a Point-of-Sale transaction, or (3) occurred within the first 30 days your

### TO RECONCILE YOUR CHECKING ACCOUNT

- List and Total all outstanding checks including those still outstanding from previous statements.
- Enter the "Ending Balance" shown on this statement.
- 3 Add deposits and other credits not shown on this
- Total
- Subtract the total of outstanding checks as determined in Step 1 above.
- This figure should be your checkbook balance. If it does not agree, review the above steps and if necessary, review your checkbook entries.

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RECONCILEMENT

Date: 07/01/2012

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A part of BMO Financial Group

# BMO HARRIS BANK N.A. P.O. BOX 94033 PALATINE, IL 60094-4033

72464

ACCOUNT NUMBER:

Statement Period 11/01/17 TO 11/30/17 IM0099002900000000

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INSURANCE CO OF THE AMERICAS 2500 W LAKE MARY BLVD LAKE MARY FL 32746-3526

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WE ARE MAKING CHANGES TO SOME OF THE FEES WE CURRENTLY CHARGE. NO NEW FEES ARE BEING INTRODUCED AT THIS TIME.

EFFECTIVE 12/1/17, WE WILL INCREASE THE FOLLOWING FEES FOR YOUR BUSINESS PRIME MONEY MARKET: OVERDRAFT AND NSF FROM \$35 TO \$36, CONSECUTIVE DAY OD FROM \$5 TO \$7, COIN AND CURRENCY DEPOSITED FROM \$0.14 PER \$100 IN EXCESS OF \$10,000 TO \$0.25 PER \$100 IN EXCESS OF \$10,000, INCOMING DOMESTIC AND FOREIGN WIRE TRANSFER FROM \$12 TO \$15, OUTGOING DOMESTIC WIRE TRANSFER FROM \$25 TO \$30, AND OUTGOING FOREIGN WIRE TRANSFER FROM \$45 TO \$50.

YOUR CONTINUED USE OF THIS ACCOUNT AFTER 12/1/17 CONFIRMS YOUR AGREEMENT TO THESE CHANGES.

QUESTIONS? CONTACT YOUR BANKER OR CALL US AT 888-340-2265, OPTION #2 FOR BUSINESS OR VISIT US ONLINE AT WWW.BMOHARRIS.COM. BMO HARRIS BANK N.A. MEMBER FDIC. EQUAL HOUSING LENDER. NMLS401052

### CHECKING ACCOUNTS

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A part of BMO Financial Group

### BMO HARRIS BANK N.A. P.O. BOX 94033 PALATINE, IL 60094-4033

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ACCOUNT NUMBER:

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Statement Period 11/01/17 TO 11/30/17 IM0099002900000000

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Statement Period Rates

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Important information about your Consumer Overdraft Credit Line Account

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WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR CONSUMER OVERDRAFT CREDIT LINE ACCOUNT STATEMENT

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In your letter, give us the following information:

- Account information: Your name and account number.
   Dollar amount: The dollar amount of the suspected error.
- · Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we invostigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
  The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
  White you do not have to pay the amount in question, you are responsible for the remainder of your balance.
  We can apply any unpaid amount against your credit limit.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS AND CARD TRANSACTIONS

Call us at 1-800-847-1085 for errors involving Card transactions, or for Electronic Transfers call 1-868-340-2265, or write to Harris, P.O. Box 94019, Palatine, Illinois 60094-4019, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. This is the information we will need in order to help resolve the problem:

- Tell us your name, account number, and Card number (if applicable).
- Describe the error or the transaction and the date of the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you also inform of us the error in writing within ten Business Days.

We will determine whether an error occurred within 10° Business Days after we hear from you and we will correct any error promptly. If we need more time, however, by law we may take up to 45° days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10° Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you fall to give us the required written confirmation of your complaint or question, then we may not credit your account or we may revoke the provisional credit we previously gave to you.

We will tell you the results of our investigation within three Business Days after completing our investigation.

*These time periods may be extended as follows. The applicable time is 20 Business Days in place of 10 Business Days for new accounts if the notice of the error involves a transfer to or from the account within the first 30 days your account is open. The applicable time is 90 days in place of 45 days if the notice of error involves a transfer that either (1) was initiated outside the U.S., (2) resulted from a Point-of-Sale transaction, or (3) occurred within the first 30 days your account is open.

(1) OUTSTANDING TRANSACTIONS

### D RECONCILE YOUR CHECKING ACCOUNT

- List and Total all outstanding checks including those still outstanding from previous statements.
- Enter the "Ending Balance" shown on this statement.
- Add deposits and other credits not shown on this
- Subtract the total of outstanding checks as determined in Step 1 above.
- This figure should be your checkbook belance. If it does not agree, review the above steps and if nacessary, review your checkbook entries.

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Date: 07/01/2012

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Payee Name	Check/Advice #	Date Paid	Amount Peid	Status	Pymnt Type
Definiti Healthcare Mgmt	00000070778	12/02/16	21.90	C	CLMS
AWPRX, LLC	00000070779	12/02/16	2,134.36	С	CLMS
CompCare	00000070780	12/02/16	277.82	C	CLMS
AWPRX LLC	00000070781	12/02/16	205.61	С	CLMS
Alan Kringel	00000070782	12/02/16	229.60	С	CLMS
Prescription Partners, LLC	00000070783	12/02/16	6,605.14	С	CLMS
Eduardo Garcia	00000070784	12/02/16	563.16	С	CLMS
Eduardo Garcia	00000070785	12/02/16	337.92	C	CLMS
AWPRX LLC	00000070786	12/05/16	4,220.72	C	CLMS
Alan Kringei	00000070787	12/05/16	765.48	C	CLMS
Pallo, Marks & Hemandez, P.A.	00000070788	12/05/16	792.00	¢	CLMS
AWPRX LLC	00000070789	12/05/16	599.98	С	CLMS
AWPRX LLC	00000070790	12/05/16	6,476.30	C	CLMS
Pallo, Marks & Hernandez, P.A.	00000070791	12/05/16	636.00	C	CLMS
AWPRX LLC	00000070792	12/08/16	37.13	С	CLMS
Prescription Partners, LLC	00000070793	12/08/16	3,225.79	С	CLMS
Alan Kringel	00000070794	12/08/16	229.60	С	CLMS
Eduardo Garcia	00000070795	12/08/16	337.92	¢	CLMS
Prescription Partners, LLC	00000070796	12/08/16	2,075.62	С	CLMS
Eduardo Garcia	00000070797	12/08/16	563.17	С	CLMS
Alan Kringel	00000070798	12/15/16	765.48	С	CLMS
Jewett Orthopaedic Clinic, P.A.	00000070799	12/15/16	162.36	С	CLMS
AWPRX, LLC	00000070800	12/15/16	1,827.32	C	CLMS
AWPRX LLC	00000070801	12/15/16	626.94	C	CLMS
Pallo, Marks & Hernandez, P.A.	00000070802	12/15/16	144.00	C	CLMS
AWPRX LLC	00000070803	12/15/16	2,053.88	¢	CLMS
Pallo, Marks & Hemandez, P.A.	00000070804	12/23/16	1,188.00	C	CLMS
AWPRX LLC	00000070805	12/23/16	1,722.82	С	CLMS
Pallo, Marks & Hernandez, P.A.	00000070806	12/23/16	540.00	С	CLMS
Prescription Partners, LLC	00000070807	12/23/16	1,925.36	C	CLMS
CorVel Corporation	00000070808	12/23/16	427.20	С	CLMS
AWPRX LLC	00000070809	12/23/16	1,905.03	C	CLOI
Prescription Partners, LLC	00000070812	01/05/17	1,889.20	С	CLMS
Definiti Healthcare Mgmt.	00000070813	01/05/17	11.29	C	CLMS
Prescription Partners, LLC	00000070814	01/05/17	1,102.04	С	CLMS
Patient Direct RX LLC	00000070815	01/05/17	66.55	С	CLMS
Southeastern Integrated Medical P.L.	00000070816	01/05/17	70.56	С	CLMS
AWPRX LLC	00000070817	01/05/17	1,768.36	С	CLMS
Prospira forida	00000070818	01/11/17	72.00	С	CLMS
Bradenton Eye Clinic	00000070819	01/11/17	94.50	С	CLMS
Prescription Partners, LLC	00000070820	01/11/17	4,445.63	С	CLMS
AWPRX LLC	00000070821	01/11/17	231.88	С	CLMS
Eduardo Garcia	00000070822	01/11/17	337.92	С	CLMS
AWPRX LLC	00000070823	01/11/17	5,313.07	C	CLMS
AWPRX LLC	00000070824	01/13/17	599.98	С	CLMS
Prescription Partners, LLC	00000070825	01/13/17	2,764.97	С	CLMS

AWPRX LLC	00000070826	01/13/17	680.88	C	CLMS
Prescription Partners, LLC	00000070827	01/13/17	1,522.44	C	CLMS
Alan Kringel	00000070828	01/13/17	765.48	C	CLMS
Synergy	00000070829	01/20/17	1,000.00	C	CLMS
Prescription Partners, LLC	00000070830	01/20/17	2,153.14	C	CLMS
AWPRX, LLC	00000070831	01/20/17	2,134.36	C	CLMS
Patient Direct RX LLC	00000070832	01/20/17	66.55	C	CLMS
Prescription Partners, LLC	00000070833	01/20/17	2,486.33	С	CLMS
Southeastern Integrated Medical P.L.	00000070834	01/20/17	70.56	С	CLMS
Alan Kringel	00000070835	01/30/17	229.60	С	CLMS
Eduardo Garcia	00000070836	01/30/17	563,16	С	CLMS
Prescription Partners, LLC	00000070837	01/30/17	7,981.51	C	CLMS
•	00000070838	01/30/17	648.00	c	CLMS
Appel Herden Lew Group	00000070839	01/30/17	729.58	c	CLMS
AWPRX LLC	00000070839	01/30/17	5.894.97	C	CLMS
AWPRX, LLC		01/30/17	2,500.00	C	CLMS
GENEX Services, Inc.	00000070841		•	_	CLMS
CompCare	00000070842	01/30/17	64.00	¢	
Hanna Sines	00000070843	01/31/17	287.16	C	CLMS
Hanna Sines	00000070844	01/31/17	287.16	Ç	CLMS
Hanna Sines	00000070845	01/31/17	400.08	С	CLMS
Hanna Sines	00000070846	01/31/17	400.08	C	CLMS
Hanna Sines	00000070847	01/31/17	400.08	С	CLMS
Hanna Sines	00000070848	01/31/17	287.16	C	CLMS
Florida Pain & Rehabilitation	00000070849	02/02/17	3.00	С	CLMS
Prescription Partners, LLC	00000070850	02/02/17	6,178.49	C	CLMS
Comprehensive Pain CBO	00000070851	02/02/17	57.60	С	CLMS
West Florida Medical Center Clinic, P.A.	00000070852	02/02/17	106.20	E	CLMS
The Center for Bone & Joint Surgery of	00000070853	02/02/17	117.30	С	CLMS
Comprehensive Pain CBO	00000070854	02/02/17	120.60	C	CLMS
AWPRX LLC	00000070855	02/02/17	9,710.74	C	CLMS
Appel Harden Law Group	00000070856	02/02/17	284.50	C	CLMS
Hanna Sines	00000070857	02/02/17	287.16	С	CLMS
Eduardo Garcia	00000070858	02/02/17	337.92	С	CLMS
Eduardo Garcia	00000070859	02/02/17	337.92	C	CLMS
Hanna Sines	00000070860	02/10/17	400.08	С	CLMS
Eduardo Garcia	00000070861	02/10/17	563.16	С	CLMS
Prescription Partners, LLC	00000070862	02/10/17	1,522.44	С	CLMS
Alan Kringel	00000070863	02/10/17	765.48	c	CLMS
Eduardo Garda	00000070864	02/10/17	563.16	c	CLMS
	00000070865	02/10/17	1,236.00	C	CLMS
Pallo, Marks & Hernandez, P.A.	0000070866	02/10/17	1,836,00	C	CLMS
Pallo, Marks & Hemandez, P.A.	0000070867	02/10/17	37.00	С	CLMS
AWPRX LLC	•			C	
Alan Kringel	00000070868	02/10/17	229.60		CLMS CLMS
AWPRX LLC	00000070869	02/10/17	1,702.10	C	
Appel Harden Law Group	00000070870	02/10/17	1,000.00	C	CLMS
Corvel Corporation	00000070871	02/10/17	354.90	C	CLMS
Prescription Partners, LLC	00000070872	02/17/17	20.90	С	CLMS

AWPRXILC	00000070873	02/17/17	2.053.88	С	CLMS
AWPRX LLC	00000070874	02/17/17	33,17	C	CLMS
AWPRX LLC	00000070875	02/17/17	52.07	c	CLMS
Prescription Partners, LLC	00000070876	02/17/17	2,153,14	c	CLMS
Definiti Healthcare Mgmt.	00000070877	02/17/17	107.42	С	CLMS
Palm Beach Neurology	00000070878	02/17/17	150.00	c	CLMS
Palm Beach Neurology	00000070879	02/23/17	150.00	C	CLMS
AWPRX, LLC	00000070880	02/23/17	3,198.60	C	
Palm Beach Neurology	00000070881	02/23/17	200.00	C	CLMS
AWPRX LLC	00000070882	02/23/17	205.61		CLMS
Prescription Partners, LLC	00000070883	02/23/17		C	CLMS
Alan Kringel	0000070884		2,926.42	C	CLMS
Hanna Sines	0000070885	02/23/17	229.60	C	CLMS
Prescription Partners, LLC	0000070886	02/23/17	287.16	C	CLMS
Eduardo Garcia		02/23/17	2,764.97	Ç	CLMS
Hanna Sines	00000070887	02/23/17	337.92	C	CLMS
Eduardo Garcia	00000070888	02/23/17	400.06	С	CLMS
Eduardo Garcia	00000070889	02/23/17	451.24	С	CLMS
Prescription Partners, LLC	00000070890	03/09/17	563.16	С	CLMS
AWPRX LLC	00000070891	03/09/17	1,794.48	С	CLMS
Eracildes, Gelman, Hall, Indek,Goodman	00000070892	03/09/17	599.98	C	CLMS
Pallo, Marks & Hernandez, P.A.	00000070893	03/09/17	705.00	С	CLMS
AWPRX LLC	00000070894	03/09/17	721.60	C	CLMS
Alan Kringel	00000070895	03/09/17	1,905.03	С	CLO
Alan Kringel	00000070896	03/09/17	765.48	С	CLMS
Comprehensive Pain Medicine	00000070897	03/09/17	765.48	С	CLMS
Appel Harden Law Group	00000070898	03/09/17	781.65	С	CLMS
••	00000070899	03/09/17	1,467.00	С	CLMS
Pallo, Marks & Hernandez, P.A.	00000070900	03/09/17	2,016.00	С	CLMS
Pallo, Marks & Hernandez, P.A.	00000070901	03/09/17	6,214.90	С	CLMS
Definiti Healthcare Mgmt.	00000070902	03/09/17	32.10	С	CLMS
Pallo, Marks & Hernandez, P.A.	00000070903	03/09/17	72.00	С	CLMS
Paim Beach Neurology	00000070904	03/09/17	150.00	С	CLMS
Alan Kringel	0000070905	03/09/17	229.60	С	CLMS
Eduardo Garcia	0000070906	03/09/17	337.92	C	CLMS
Prescription Partners, LLC	00000070907	03/09/17	2,327.86	С	CLMS
Eduardo García	00000070908	03/09/17	563.16	C	CLMS
Comprehensive Pain Medicine	00000070909	03/09/17	722.25	Ċ	CLMS
Prescription Partners, LLC	00000070910	03/09/17	7.981.51	С	CLMS
CompToday	00000070911	03/16/17	66.47	С	CLMS
Southeastern Integrated Medical P.L.	00000070912	03/16/17	70.56	С	CLMS
AWPRX, LLC	00000070913	03/16/17	2,134.36	С	CLMS
Hedquist & Associates Reporters Inc.	00000070914	03/16/17	75.00	С	CLMS
Thomas F. Winters Jr., M.D. P.A.	00000070915	03/16/17	140.00	С	CLMS
Prescription Partners, LLC	00000070916	03/16/17	2,225.10	С	CLMS
Hanna Sines	00000070917	03/16/17	287.16	С	CLMS
Prescription Partners, LLC	00000070918	03/16/17	6,605.14	С	CLMS
Eduardo Garcia	00000070919	03/16/17	563.16	٧	CLMS

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AWPRX LLC	00000070920	03/16/17	598.98	C	CLMS
Southeastern Integrated Medical P.L.	00000070921	03/23/17	700.00	С	CLMS
AWPRX, LLC	00000070922	03/23/17	2,7 <del>94.</del> 59	С	CLMS
Alan Kringel	00000070923	03/23/17	765.48	С	CLMS
The Center for Bone & Joint Surgery of	00000070924	03/23/17	73.60	С	CLMS
Alan Kringel	00000070925	03/23/17	229.60	С	CLMS
Prescription Partners, LLC	00000070926	03/23/17	2,260.95	C	CLMS
Hanna Sines	00000070927	03/23/17	400.08	С	CLMS
Eracildes, Gelman, Hall, Indek,Goodman	00000070928	03/23/17	705.00	V	CLMS
Palio, Marks & Hernandez, P.A.	00000070929	03/30/17	60.00	С	CLMS
Pallo, Marks & Hemandez, P.A.	00000070930	03/30/17	120.00	C	CLMS
Prescription Partners, LLC	00000070931	03/30/17	3,225.79	С	CLMS
Pallo, Marks & Hernandez, P.A.	00000070932	03/30/17	135.42	С	CLMS
	00000070933	03/30/17	192,24	С	CLMS
Gregory Seller AWPRX LLC	00000070934	03/30/17	4.818.12	С	CLMS
	00000070935	03/30/17	816.00	С	CLMS
Pallo, Marks & Hemandaz, P.A.	00000070936	04/06/17	1,000.00	0	CLMS
GENEX Services, Inc.	00000070937	04/06/17	1,190.00	0	CLMS
Palm Beach Neurology		04/06/17	2.388.00	c	CLMS
Pallo, Marks & Hemandez, P.A.	00000070938		2,388.50	С	CLMS
AWPRX LLC	00000070939	04/06/17	2,772.50	0	CLMS
West Florida Medical Center Clinic, P.A.	00000070940	04/06/17			CLMS
Pallo, Marks & Hemandez, P.A.	00000070941	04/06/17	7,052.76	0	CLMS
Comp Today	00000070942	04/06/17	128.94	C	
Prescription Partners, LLC	00000070943	04/06/17	2,278.83	C	CLMS
Law Office of Thomas C. Amore	00000070944	04/06/17	300.00	C	CLMS
Delta Assolcated Investigations, Inc.	00000070945	04/06/17	2,400.00	0	CLMS
Florida Pain & Rehabilitation	00000070946	04/06/17	2.00	С	CLMS
Prescription Partners, LLC	00000070947	04/06/17	3,296.45	С	CLMS
Definiti Healthcare Mgmt.	00000070948	04/06/17	10.95	С	CLMS
Definiti Healthcare Mgmt.	00000070949	04/13/17	10.95	С	CLMS
Eduardo Garcia and	00000070950	04/13/17	83,250.00	С	CLMS
Prescription Partners, LLC	00000070951	04/13/17	2,527.35	C	CLMS
Definiti Healthcare Mgmt.	00000070952	04/13/17	22.54	C	CLMS
Palio, Marks & Hernandez, P.A.	00000070953	04/13/17	24.00	C	CLMS
Prescription Partners, LLC	00000070954	04/13/17	4,080.10	C	CLMS
AWPRX LLC	00000070955	04/13/17	55.96	C	CLMS
Appel Harden Law Group	00000070956	04/20/17	57.00	С	CLMS
The Orthopaedic Institute, P.A.	00000070957	04/20/17	64.60	C	CLMS
AWPRX LLC	00000070958	04/20/17	4,220.72	C	CLMS
Southeastern Integrated Medical P.L.	00000070959	04/20/17	78.40	С	CLMS
Pallo, Marks & Hernandsz, P.A.	00000070960	04/20/17	108.00	С	CLMS
	00000070961	04/20/17	2,654.81	С	CLMS
Prescription Partners, LLC	0000070962	04/20/17	287,16	c	CLMS
Hanna Sines	0000070963	04/27/17	400.00	c	CLMS
Hanna Sines		04/27/17	3,591.58	C	CLMS
AWPRX LLC	00000070964		287.16	c	CLMS
Hanna Sines	00000070965	04/27/17	229.60	c	CLMS
Alan Kringel	00000070966	04/27/17	eej.vu	•	<b>UHFI</b> ♥

Prescription Partners, LLC	00000070967	04/27/17	4,513.81	С	CLMS
Alan Kringel	00000070968	04/27/17	229.60	С	CLMS
Alan Kringel	00000070969	05/05/17	229.60	С	CLMS
AWPRX, LLC	00000070970	05/05/17	3,599.23	С	CLMS
Alan Kringel	00000070971	05/05/17	229.60	C	CLMS
Alan Kringel	00000070972	05/05/17	229.60	С	CLMS
Alan Kringei	00000070973	05/05/17	229.60	С	CLMS
Prescription Partners, LLC	00000070974	05/05/17	5,092.19	С	CLMS
Hanna Sines	00000070975	05/05/17	287.16	C	CLMS
Hanna Sines	00000070976	05/12/17	287.16	C	CLMS
AWPRX LLC	00000070977	05/12/17	3,021.32	C	CLMS
Hanna Sines	00000070978	05/12/17	287,16	C	CLMS
Hanna Sines	00000070979	05/12/17	400.00	C	CLMS
Prescription Partners, LLC	00000070980	05/12/17	3.225.79	С	CLMS
Hanna Sines	00000070981	05/12/17	400.00	C	CLMS
Hanna Sines	00000070982	05/12/17	400.00	С	CLMS
Hanna Sines	00000070983	05/19/17	400.00	С	CLMS
AWPRX LLC	00000070984	05/19/17	406.41	C	CLMS
AWPRX LLC	00000070985	05/19/17	4,818.12	C	CLMS
AWPRX LLC	00000070986	05/19/17	599.98	С	CLMS
Alan Kringel	00000070987	05/19/17	765.48	С	CLMS
Alan Kringel	00000070988	05/19/17	7 <b>6</b> 5,48	С	CLMS
Prescription Partners, LLC	00000070989	05/19/17	4,080.10	C	CLMS
Prescription Partners, LLC	00000070990	05/19/17	1,414.48	ε	CLMS
Alan Kringel	00000070991	05/19/17	765.48	С	CLMS
Alan Kringel	00000070992	05/19/17	765.48	¢	CLMS
Pallo, Marks & Hernandez, P.A.	00000070993	05/19/17	981.20	C	CLMS
The Center for Bone & Joint Surgery of	0000070994	06/02/17	1,453.00	0	CLMS
Pallo, Marks & Hemandez, P.A.	00000070995	06/02/17	2,244.00	С	CLMS
Alan Kringel	00000070996	06/02/17	2,400.00	С	CLMS
Definiti Healthcare Mgmt.	00000070997	06/02/17	3.86	С	CLMS
Prescription Partners, LLC	00000070998	06/02/17	11.99	C	CLMS
Definiti Healthcare Mgmt.	00000070999	06/02/17	12.63	С	CLMS
Definiti Healthcare Mgmt.	00000071000	06/02/17	28.18	C	CLMS
Florida Pain & Rehabilitation	00000071001	06/02/17	72.00	С	CLMS
CompToday	00000071002	06/02/17	128.94	С	CLMS
Prescription Partners, LLC	00000071003	06/02/17	135.82	С	CLMS
Appel Harden Law Group	00000071004	06/02/17	158.00	С	CLMS
AWPRX LLC	00000071005	06/02/17	161.89	С	CLMS
South Texas Spinal Clinic	00000071006	06/02/17	167.15	٧	CLMS
Pakn Beach Neurology	00000071007	06/02/17	200.00	Ç	CLMS
West FL Medical Center Clinic	00000071008	06/02/17	215.00	С	CLMS
AWPRX LLC	00000071009	06/02/17	5,350.40	C	CLMS
West Florida Medical Center Clinic, P.A.	00000071010	06/02/17	472.95	С	CLMS
Alan Kringel	00000071011	06/02/17	765.4B	С	CLMS
Alan Kringel	00000071012	06/02/17	765.48	C	CLMS
Prescription Partners, LLC	00000071013	06/02/17	4,769.86	C	CLMS

Definiti Healthcare Mgmt.	00000071014	06/02/17	10.95	С	CLMS
CompCare	00000071015	06/02/17	64.07	C	CLMS
Definiti Healthcare Mgmt.	00000071016	06/07/17	3.00	С	CLMS
Definiti Healthcare Mgmt.	00000071017	06/07/17	6.19	С	CLMS
Prescription Partners, LLC	00000071018	06/07/17	2,926.42	С	CLMS
Definiti Healthcare Mgmt.	00000071019	06/09/17	11.19	C	CLMS
Definiti Healthcare Mgmt.	00000071020	06/09/17	11.75	¢	CLMS
Prescription Partners, LLC	00000071021	06/09/17	7,981.51	С	CLMS
Definiti Healthcare Mgmt.	00000071022	06/09/17	12.97	С	CLMS
Prescription Partners, LLC	00000071023	06/09/17	3, <i>2</i> 96.45	С	CLMS
AWPRX, LLC	00000071024	06/09/17	6,946.52	С	CLMS
Definiti Healthcare Mgmt.	00000071025	06/09/17	22.50	C	CLMS
Definiti Healthcere Mgmt.	00000071026	06/09/17	22.84	C	CLMS
Prescription Partners, LLC	00000071027	06/09/17	3,296.45	V	CLMS
AWPRX LLC	00000071028	06/09/17	37.00	C	CLMS
AWPRX LLC	00000071029	06/16/17	43.75	С	CLMS
AWPRX LLC	00000071030	06/16/17	2,063.61	С	CLMS
AWPRX LLC	00000071031	06/16/17	80.72	С	CLMS
Pallo, Marks & Hemandez, P.A.	00000071032	06/16/17	96.00	C	CLMS
Pallo, Marks & Hernandez, P.A.	00000071033	06/16/17	120.00	С	CLMS
Prescription Pertners, LLC	00000071034	06/16/17	2,486.33	С	CLMS
CompToday	00000071035	06/16/17	123,42	C	CLMS
AWPRX LLC	00000071036	06/16/17	124.89	C	CLMS
AWPRX, LLC	00000071037	06/16/17	2,794.59	С	CLMS
Palm Beach Neurology	00000071038	06/16/17	200.00	C	CLMS
Alen Kringei	00000071039	06/16/17	229.60	С	CLMS
Prescription Partners, LLC	00000071040	06/16/17	2,568.37	C	CLMS
Alan Kringel	00000071041	06/22/17	229.60	C	CLMS
Alan Kringel	00000071042	06/22/17	229.60	C	CLMS
Prescription Partners, LLC	00000071043	06/22/17	1,547.24	C	CLMS
Hanna Sines	00000071044	06/22/17	287.16	C	CLMS
Hanna Sines	00000071045	06/22/17	287.16	C	CLMS
AWPRX LLC	00000071046	06/22/17	6,476.30	C	CLMS
Hanne Sines	00000071047	06/22/17	400.08	C	CLMS
Prescription Partners, LLC	00000071048	06/22/17	2,365.85	C	CLMS
AWPRX LLC	00000071049	06/22/17	408.41	C	CLMS
Prescription Partners, LLC	00000071050	06/29/17	3,225.79	C	CLMS
Alan Kringel	00000071051	06/29/17	765.48	C	CLMS
Alan Kringel	00000071052	06/29/17	765.48	C	CLMS
Prescription Partners, LLC	00000071053	08/29/17	1,925.36	C	CLMS
Alen Kringel	00000071054	08/29/17	765.48	C	CLMS
AWPRX LLC	00000071055	07/06/17	774.03	0	CLMS
Prescription Partners, LLC	00000071056	07/06/17	2,202,60	C	CLMS
Alan Kringel	00000071057	07/08/17	765.48 2,327.86	C	CLMS CLMS
Prescription Partners, LLC	00000071058	07/06/17	400.08	C	CLMS
Hanna Sines	00000071059	07/06/17 07/13/17	601.67	c	CLMS
Pallo, Marks & Hernandez, P.A.	00000071060	07/13/17	VU 1.07	•	CIVIC

Prescription Partners, LLC	00000071061	07/13/17	1,671.75	С	CLMS	
AWPRX LLC	00000071062	08/21/17	303.95	С	CLMS	
AWPRX LLC	00000071063	08/21/17	271,69	С	CLMS	
Prescription Partners, LLC	00000071064	07/13/17	1,539,51	С	CLMS	
Prescription Partners, LLC	00000071065	07/13/17	2,225.10	С	CLMS	
Alan Kringei	00000071066	08/21/17	229.60	c	CLMS	
Comp Today	00000071067	08/21/17	128.94	c	CLMS	
Pallo, Marks & Hernandez, P.A.	00000071068	08/21/17	120.00	C	CLMS	
Definiti Healthcare Mgmt.	00000071069	08/21/17	49.33	C	CLMS	
AWPRX LLC	00000071070	08/21/17	24.96	c	CLMS	
Definiti Healthcare Mgmt.	00000071071	08/21/17	14.31	c	CLMS	
Definiti Healthcare Mgmt.	00000071072	08/21/17		C		
Definiti Healthcare Mgmt.	00000071072	08/21/17	21,71	-	CLMS	
<del>-</del>			12.63	C	CLMS	
Definiti Healthcare Mgmt.	00000071074	08/21/17	10.95	C	CLMS	
Definiti Healthcare Mgmt.	00000071075	08/21/17	10.95	Ç	CLMS	
Definiti Healthcare Mgmt.	00000071076	08/21/17	10.95	С	CLMS	
Definiti Healthcare Mgmt.	00000071077	08/21/17	74.06	С	CLMS	
Definiti Healthcare Mgmt.	00000071078	09/06/17	10.95	С	CLMS	
Definiti Healthcare Mgmt.	00000071079	09/06/17	10.95	С	CLMS	
Definiti Healthcare Mgmt.	00000071080	09/06/17	10.95	C	CLMS	
Definiti Healthcare Mgmt.	00000071081	09/06/17	10.95	С	CLMS	
Definiti Healthcare Mgmt.	00000071082	09/06/17	13.39	С	CLMS	
Definiti Healthcare Mgmt.	00000071083	09/06/17	19.46	С	CLMS	
Quest Diagnostics Incorporated	00000071084	09/06/17	39.45	С	CLMS	
The Orthopaedic Center	00000071085	09/06/17	44.65	C	CLMS	
Southeastern Integrated Medical, P.L.	00000071086	09/06/17	102.21	С	CLMS	
Palio, Marks & Hernandez, P.A.	00000071087	09/06/17	132.00	С	CLMS	
Quest Diagnostics Incorporated	00000071088	09/06/17	153,75	С	CLMS	
Alan Kringel	00000071089	09/06/17	229.60	0	CLMS	
Hanna Sines	00000071090	09/06/17	<b>287.16</b>	С	CLMS	
AWPRX LLC	00000071091	09/06/17	303.95	0	CLMS	
Hanna Sines	00000071092	09/06/17	400.08	Ċ	CLMS	
AWPRX LLC	00000071093	09/06/17	459.72	С	CLMS	
Pallo, Marks & Hernandez, P.A.	00000071094	09/06/17	504.00	C	CLMS	
Alan Kringel	00000071095	09/06/17	765,48	0	CLMS	
Definiti Healthcare Mgmt,	00000071096	09/06/17	10.95	С	CLMS	
CompCare	00000071097	09/06/17	64.07	С	CLMS	
Definiti Healthcare Mgmt.	00000071098	09/28/17	13.71	0	CLMS	
Laboratory Corporation of America Holdin	00000071099	09/28/17	21.19	0	CLMS	
Pallo, Marks & Hernandez, P.A.	00000071100	09/28/17	24.00	0	CLMS	
CompToday	00000071101	09/28/17	123.42	0	CLMS	
Paim Beach Neurology	00000071102	09/28/17	200.00	0	CLMS	
West FL Medical Center Clinic	00000071103	09/28/17	215.00	0	CLMS	
Alan Kringel	00000071104	09/28/17	229.60	0	CLMS	
Alan Kringel	00000071104	09/28/17	229.60	0	CLMS	
Alan Kringer	0000071105	09/28/17	250.00	0		
The Center for Bone & Joint Surgery of	0000071108	09/28/17			CLMS	
Committee modifie or south delibera of	000007   107	J31691   1	276.00	0	CLMS	

Henna Sines	00000071108	09/28/17	287.16	0	CLMS	
Compass Health Systems	00000071109	09/28/17	300.00	0	CLMS	
Hanna Sines	00000071110	09/28/17	400.08	0	CLMS	
Pallo, Marks & Hernandez, P.A.	00000071111	09/28/17	612.00	0	CLMS	
Alan Kringel	00000071112	09/28/17	765.48	0	CLMS	
Alan Kringel	00000071113	09/28/17	765.48	0	CLMS	
Felt Evans, LLP	00006000133	12/08/16	180.00	C	AP	
Iron Mountain	00006000134	12/08/16	181.94	С	AP	
JW Software	00006000135	12/08/16	2,275.00	C	AP	
Julia Kesn	00006000136	12/08/16	46.49	С	AP	
Levy & Levy, LLC	00006000137	12/08/16	307.50	C	AP	
Montgomery & Andrews, PA	00006000138	12/08/16	932.56	C	AP	
Morley Mason, PLC	00006000139	12/08/16	500.00	C	AP	
MeredithCPAs	00006000140	12/08/16	330.00	C	AP	
NJ Division of Taxation - Insurance Tax	00006000141	12/08/16	790.17	С	AP	
Iron Mountain	00006000142	12/19/16	181.94	С	AP	
Morley Mason, PLC	00006000143	12/19/16	500.00	C	AP	
Ricardo Rios	00006000144	12/19/16	2,263.63	С	AP	
Texas Auto Ins. Plan Assoc.	00006000145	12/19/16	150.00	C	ΑP	
Morfey Mason, PLC	00006000146	12/27/16	500.00	С	AP	
Morley Meson, PLC	00006000147	01/12/17	1,000.00	С	AP	
Morley Mason, PLC	00006000148	01/17/17	500.00	C	AP	
Morley Mason, PLC	00006000149	01/26/17	500.00	C	AP	
JW Software	00006000150	01/30/17	2,275.00	C	AP	
Morley Mason, PLC	00006000151	01/30/17	1,250.00	С	AP	
Johnson Gallagher Magillery LLC	00006000152	02/08/17	12,000.00	C	AP	
Morley Mason, PLC	00006000153	02/08/17	750.00	C	AP	
Morley Mason, PLC	00006000154	02/11/17	750.00	C	AP	
Morley Mason, PLC	00006000155	02/19/17	750.00	С	AP	
CNY Business Solutions	00006000156	03/10/17	92.56	C	AP	
CTK Actuartal Services, Inc.	00006000157	03/10/17	4,000.00	C	AP	
Florida Department of Insurance	00006000158	03/10/17	20.00	С	AP	
JW Software	00006000159	03/10/17	2,275.00	C	AP	
Premier Reporting	00006000160	03/10/17	1,861.50	С	AP	
Morfey Mason, PLC	00006000161	03/14/17	1,500.00	C	AP	
JW Software	00006000162	03/28/17	2,275.00	C	AP	
L&D Technology Solutions, LLC	00006000163	03/28/17	412.50	С	AP	
Premier Reporting	00006000164	03/28/17	1,861.50	С	AP	
Verbatim Professional Reporters	00006000165	03/28/17	1,027.43	С	AP	
Johnson Gallagher Magliery LLC	00006000166	03/29/17	12,000.00	С	AP .	
Morley Mason, PLC	00006000167	03/29/17	1,500.00	C	AP	
Johnson Gallagher Magllery LLC	00006000168	03/29/17	12,000.00	C	AP	
JW Software	00006000169	04/17/17	2,275.00	С	AP	
Morley Mason, PLC	00006000170	04/17/17	2,250.00	С	AP	
Oregon Dept. of Revenue	00006000171	04/17/17	150.00	С	AP	
Sungerd Works, LLC	00006000172	04/17/17	5,000.00	С	AP	
Johnson Gallagher Magilery LLC	00006000173	04/24/17	12,000.00	С	AP	

L&D Technology Solutions, LLC	00006000174	04/24/17	75.00	С	AP
Morley Mason, PLC	00006000175	04/24/17	750.00	С	AÞ
JW Software	00006000176	04/28/17	2,275.00	С	AP
Morley Mason, PLC	00006000177	04/28/17	1,500.00	С	AP
Johnson Gallagher Magliery LLC	00006000178	05/05/17	12,000.00	С	AP
Morley Mason, PLC	00006000179	05/05/17	750.00	С	AP
Sungard (Works, LLC	00006000180	05/05/17	5,000.00	С	AP
Morley Mason, PLC	00006000181	06/01/17	2,250.00	С	AP
JW Software	00006000182	06/03/17	2,275.00	С	AP
Nebraska Property & Liability Ins. Guaranty Ass	oc. 00006000183	06/03/17	50.00	С	AP
Johnson Gallagher Magliery LLC	00006000184	06/15/17	12,000.00	С	AP
Morley Mason, PLC	00006000185	06/15/17	750.00	С	AP
Wisconsin Insurance Security Fund	00006000186	06/15/17	250.00	С	AP
Texas Auto Ins. Plan Assoc.	00006000187	06/21/17	150.00	С	AP
Workers' Compensation Administrative Trust	00006000188	06/21/17	50.00	С	AP
JW Software	00006000189	08/22/17	2,275.00	С	AP
Meenan	00006000190	08/22/17	1,742.51	С	AP
MeredithCPAs	00006000191	08/22/17	550.00	С	AP
NCCI Holdings, Inc.	00006000192	08/22/17	54.03	0	AP
Johnson Gallagher Magliery LLC	00006000193	09/06/17	12,000.00	С	AP
JW Software	00006000194	09/06/17	2,275.00	С	AP
Marylou Paolucci & Associates, P.C.	00006000195	09/06/17	3,645.85	С	ΑP
Iron Mountain	00006000196	10/05/17	173,29	С	AP
Johnson Gallagher Magliery LLC	00006000197	10/05/17	12,000.00	C	AP
Marylou Paolucci & Associates, P.C.	00006000198	10/05/17	3.645.85	С	AP
Appeal Tech	00006000199	10/19/17	7,000.00	С	AP
US Postal Service	00006000200	10/19/17	68.00	С	AP
Workers' Compensation Administrative Trust	00006000201	10/31/17	15.00	0	AP
TRNSF TO BMO MMF	ACH/Wire	12/31/16	180,000.00	С	AP
TRNSF TO BMO MMF	ACH/Wire	12/31/16	200,000.00	С	AP
PAYMENT TO CURANTES SVC	ACH/Wire	12/31/16	2,408.79	C	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	12/31/16	2,733.96	Ç	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	12/31/16	2,625.36	С	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	12/31/16	2,613.92	С	CLMS
PAYROLL EXP WK ENDING	ACH/Wire	12/31/16	7,837.77	С	AP
PAYROLL EXP WK ENDING	ACH/Wire	12/31/16	7 <b>,83</b> 7.77	С	AP
OUTGOING WIRE - VES	ACH/Wire	12/31/16	200,000.00	C	AP
BANK FEE - BMO HARRIS	ACH/Wire	12/31/16	150.00	Ç	AP
HIRST EXP REIMB	ACH/Wire	12/31/16	5,613.18	C	AP
HIRST EXP REIMB	ACH/Wire	12/31/16	2,397.19	С	AP
HIRST EXP REIMB	ACH/Wire	12/31/16	4,768.48	С	AP
PYMNT TO MAGLIERY	ACH/Wire	12/31/16	50,000.00	С	AP
HEALTH INS KRINGEL	ACH/Wire	12/31/16	226.92	С	CLMS
PYMNT TO FEDEX	<b>ACHWire</b>	12/31/16	282.84	C	AP
PAYROLL EXP WK ENDING	ACH/Wire	01/30/17	7,804.44	С	AP
PAYMENT TO CURANTES SVC	ACH/Wire	01/31/17	2,625.22	С	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	01/31/17	2,638,25	С	CLMS

PAYMENT TO CURANTES SVC	<b>ACH/Wire</b>	01/31/17	2,621.81	¢	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	01/31/17	2,618.35	С	CLMS
PAYROLL EXP WK ENDING	<b>ACHWire</b>	01/31/17	8,429.95	С	AP
HEALTH INS KRINGEL	ACH/Wire	01/31/17	226.92	С	CLMS
HIRST EXP REIMB	ACH/Wire	01/31/17	5,000.00	С	AP
BANK FEE - BMO HARRIS	ACH/Wire	01/31/17	100.00	С	ΑÞ
HIRST EXP REIMB	ACH/Wire	01/31/17	2,000.00	С	AP
HIRST EXP REIMB	ACH/Wire	01/31/17	3,638.01	C	AP
HIRST EXP REIMB	ACH/Wire	01/31/17	6,534.10	С	ÀΡ
HIRST EXP REIMB	ACH/Wire	01/31/17	4,390.09	C	AP
FL OFFICE EXP.	ACH/Wire	01/31/17	2,275.00	С	AP
PAYROLL EXP WK ENDING	ACH/Wire	02/28/17	7,837.77	С	AP
PAYMENT TO CURANTES SVC	ACH/Wire	02/28/17	2,618.35	C	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	02/28/17	2,710.89	C	CLMS
PAYMENT TO CURANTES SVC	<b>ACHWire</b>	02/28/17	1,600.00	C	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	02/28/17	2,762.28	C	CLMS
PAYMENT TO CURANTES SVC	<b>ACH/Wire</b>	02/28/17	2,895.53	С	CLMS
HIRST EXP REIMB	ACH/Wire	02/28/17	3,521.86	C	AP
BANK FEE - BMO HARRIS	ACH/Wire	02/28/17	185.00	C	AP
HIRST EXP REIMB	ACH/Wire	02/28/17	4,000.00	С	AP
FEDEX	ACH/Wire	02/28/17	385.11	C	ΑP
PAYROLL EXP WK ENDING	ACH/Wire	03/31/17	8,027.33	С	AP
PAYROLL EXP WK ENDING	ACH/Wire	03/31/17	8,027.33	С	AP
PAYROLL EXP WK ENDING	ACH/Wire	03/31/17	5,433.49	С	AP
PAYMENT TO CURANTES SVC	ACH/Wire	03/31/17	2,000.00	Ç	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	03/31/17	2,710.93	¢	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	03/31/17	2,710.93	C	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	03/31/17	2,693.97	C	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	03/31/17	2,688.26	C	CLMS
HEALTH INS KRINGEL	ACH/Wire	03/31/17	226.92	С	CLMS
HIRST EXP REIMB	ACH/Wire	03/31/17	3,000.00	С	AP
BANK FEE - BMO HARRIS	ACH/Wire	03/31/17	185.00	C	AP
HIRST EXP REIMB	ACH/Wire	03/31/17	3,423.53	С	AP
HIRST EXP REIMB	ACH/Wire	03/31/17	5,000.00	С	AP
PAYROLL EXP WK ENDING	ACH/Wire	04/30/17	6,685.27	С	AP
PAYROLL EXP WK ENDING	ACH/Wire	04/30/17	6,685.27	С	AP
PAYMENT TO CURANTES SVC	ACH/Wire	04/30/17	2,849.39	С	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	04/30/17	2,699.40	С	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	04/30/17	2,712.43	С	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	04/30/17	2,718.35	С	CLMS
HIRST EXP REIMB	ACH/Wire	04/30/17	1,024.00	С	AP
FEDEX FEES	ACH/Wire	04/30/17	41.96	С	AP
HIRST EXP REIMB	ACH/Wire	04/30/17	3,306.06	С	AP
HIRST EXP REIMB	ACH/Wire	04/30/17	5,779.10	С	AP
BANK FEE - BMO HARRIS	ACH/Wire	04/30/17	125.00	С	AP
HIRST EXP REIMB	ACH/Wire	04/30/17	2,500.00	С	AP
HIRST EXP REIMB	ACH/Wire	04/30/17	5,000.00	C	ΑÞ
UIVALEVI. VEIMB	MOI O 1 1 HW		-,	-	_

LLOYDS LEGAL FEES	ACH/Wire	05/31/17	20,500.00	С	AP	
PAYROLL EXP WK ENDING	ACH/Wire	05/31/17	6,685.27	С	AP	
PAYROLL EXP WK ENDING	ACH/Wire	05/31/17	6,685.27	¢	AP	
PAYMENT TO CURANTES SVC	<b>ACH/Wire</b>	05/31/17	2,686.37	C	CLMS	
PAYMENT TO CURANTES SVC	ACH/Vine	05/31/17	2,682.42	С	CLMS	
PAYMENT TO CURANTES SVC	<b>ACH/Wire</b>	05/31/17	2,712.42	С	CLMS	
PAYMENT TO CURANTES SVC	ACH/Wire	05/31/17	2,712.44	C	CLMS	
PAYMENT TO CURANTES SVC	ACH/Wire	05/31/17	2,749.73	С	CLMS	
CAREGIVER FEES KRINGEL	ACH/Wire	05/31/17	27,865.00	С	CLMS	
HIRST EXP REIMB	ACH/Wire	05/31/17	5,000.00	С	AP	
HIRST EXP REIMB	ACH/Wire	05/31/17	3,000.00	С	AP	
CAREGIVER FEES KRINGEL	ACH/Wire	05/31/17	5,191.13	С	CLMS	
CAREGIVER FEES KRINGEL	ACH/Wire	05/31/17	674.00	С	CLMS	
HEALTH INS KRINGEL	ACH/Wire	05/31/17	226.92	С	CLMS	
BANK FEE - BMO HARRIS	ACH/Wire	05/31/17	285.00	С	AP	
HIRST EXP REIMB	ACH/Wire	05/31/17	2,681.10	С	AP	
HIRST EXP REIMB	<b>ACH/Wire</b>	05/31/17	2,500.00	С	AP	
FEDEX FEES	<b>ACH/Wire</b>	05/31/17	102.33	С	AP	
FEDEX FEES	ACH/Wire	05/31/17	30.14	С	AP	
TN STATE INCOME TAX	ACH/Wire	04/30/17	100.00	c	AP	
NJ STATE INCOME TAX	ACH/Wire	04/30/17	765.25	С	AP	
PAYROLL EXP WK ENDING	ACH/Wire	06/30/17	6,691.08	С	AP	
PAYROLL EXP WK ENDING	ACH/Wire	06/30/17	6,691.08	С	AP	
HEALTH INS KRINGEL	ACH/Wire	06/30/17	226.92	С	CLMS	
BANK FEE - BMO HARRIS	ACH/Wire	06/30/17	170.00	С	AP	
HIRST EXP REIMB	ACH/Wire	06/30/17	2,516.24	c	AP	
HIRST EXP REIMB	ACH/Wire	06/30/17	3,000,00	С	AP	
FEDEX FEES	ACH/Wire	06/30/17	210.04	С	AP	
FEDEX FEES	ACH/Wire	06/30/17	382.33	С	AP	
PAYMENT TO CURANTES SVC	ACH/Wire	06/30/17	2,712.43	С	CLMS	
PAYMENT TO CURANTES SVC	ACH/Wire	06/30/17	2,127.42	С	CLMS	
PAYMENT TO CURANTES SVC	ACH/Wire	06/30/17	958.14	С	CLMS	
PAYMENT TO CURANTES SVC	ACH/Wire	06/30/17	2,735.84	С	CLMS	
PAYMENT TO CURANTES SVC	ACH/Wire	06/30/17	2,800.11	C	CLMS	
PAYMENT TO CURANTES SVC	ACH/Wire	07/31/17	2,599.52	С	CLMS	
PAYMENT TO CURANTES SVC	ACH/Wire	07/31/17	2,702.12	С	CLMS	
PAYMENT TO CURANTES SVC	ACH/Wire	07/31/17	2,859.89	С	CLMS	
PAYMENT TO CURANTES SVC	ACH/Wine	07/31/17	2,728.40	¢	CLMS	
PAYMENT TO CURANTES SVC	ACH/Wire	07/31/17	2,748.64	С	CLMS	
PAYROLL EXP WK ENDING	ACH/Wire	07/31/17	6,691.08	C	AP	
PAYROLL EXP WK ENDING	ACH/Wire	07/31/17	6,691.08	¢	AP	
HRIST CREDIT CARD	ACH/Wire	07/31/17	2,000.00	C	AP	
BANK FEE - BMO HARRIS	<b>ACH/Wire</b>	07/31/17	125.00	С	AP	
HIRST EXP REIMB	ACH/Wire	07/31/17	2,727.94	С	AP	
HIRST EXP REIMB	ACH/Wire	07/31/17	2,949.41	С	AP	
HIRST EXP REIMB	ACH/Wire	07/31/17	4,000.00	C	AP	
FEDEX FEES	ACH/Wire	07/31/17	68.25	С	AP	

	6 PM 1667	07/31/17	3.607.40	С	AP
HIRST EXP REIMB	ACHWire	07/31/17	226.92	С	AP
HEALTH INS KRINGEL	ACH/Wire ACH/Wire	08/31/17	2,709.02	С	CLMS
PAYMENT TO CURANTES SVC	712171	08/31/17	2,702.41	C	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire		2,702.41	С	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	08/31/17	2,725.59	C	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	08/31/17	•••	C	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	08/31/17	2,714.49	C	AP
PAYROLL EXP WK ENDING	ACH/Wire	08/31/17	6,691.08	c	AP
PAYROLL EXP WK ENDING	ACH/Wire	08/31/17	6,691.08	c	AP
PAYROLL EXP WK ENDING	ACH/Wire	08/31/17	7,025.63	C	AP
LEGAL RETAINER	ACH/Wire	08/31/17	5,000.00	C	AP
BANK FEE - BMO HARRIS	ACH/Wire	08/31/17	335.00	_	
HIRST EXP REIMB	ACH/Wire	08/31/17	2,658.93	C	AP CLMO
KRINGEL PHYSICAL THERAPY	ACH/Wire	08/31/17	428.00	C	CLMS
KRINGEL PRESCRIPTIONS	ACH/Wire	08/31/17	173.65	C	CLMS
FEDEX FEES	ACHWire	08/31/17	272,62	C	AP
HIRST EXP REIMB	ACH/Wire	08/31/17	857.07	C	AP
HEALTH INS KRINGEL	ACH/Wire	08/31/17	226.92	С	CLMS
LEGAL RETAINER	ACH/Wire	08/31/17	20,000.00	C	AP
LEGAL RETAINER	ACH/Wire	08/31/17	10,500.00	С	AP
PAYMENT TO CURANTES SVC	ACH/Wire	09/30/17	2,707.88	С	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	09/30/17	2,854.14	C	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	09/30/17	2,721.36	С	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	09/30/17	2,911.45	С	CLMS
PAYROLL EXP WK ENDING	ACH/Wire	09/30/17	5,439.30	С	ΑP
PAYROLL EXP WK ENDING	ACH/Wire	09/30/17	7,025.63	С	AP
BANK FEE - BMO HARRIS	ACH/Wire	09/30/17	160.00	С	AP
INTERNET SVC	ACH/Wire	09/30/17	67.95	С	ΑP
KRINGEL PHYSICAL THERAPY	ACH/Wire	09/30/17	535.00	C	CLMS
KRINGEL PRESCRIPTIONS	ACH/Wire	09/30/17	372.59	C	CLMS
FEDEX FEES	ACH/Wire	09/30/17	225.35	C	AP
PAYMENT TO CURANTES SVC	ACH/Wire	10/31/17	2,931.29	С	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	10/31/17	2,948.92	C	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	10/31/17	3,301.96	С	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	10/31/17	2,179.27	С	CLMS
PAYMENT TO CURANTES SVC	ACH/Wire	10/31/17	2,890.51	С	CLMS
PAYROLL EXP WK ENDING	<b>ACH/Wire</b>	10/31/17	6,691.08	С	AP
PAYROLL EXP WK ENDING	ACH/Wire	10/31/17	6,691.08	С	AP
NJ STATE INCOME TAX	ACH/Wire	10/31/17	19.00	С	AP
HEALTH INS FOR KRINGEL	ACH/Wire	10/31/17	453.84	С	AP.
INTERTNET SVC	ACH/Wire	10/31/17	128.01	С	ĄP
LEGAL EXP	ACH/Wire	10/31/17	18,000.00	C	AP
LEGAL EXP	ACH/Wire	10/31/17	7,500.00	С	AP
KRINGEL PHYSICAL THERAPY	ACH/Wire	10/31/17	1,926.00	С	CLMS
KRINGEL PRESCRIPTIONS	ACH/Wire	10/31/17	253.40	С	CLMS
FEDEX FEES	ACH/Wire	10/31/17	157.31	С	ΑP
LEGAL EXP	ACH/Wire	10/31/17	5,000.00	C	AP

LEGAL EXP	ACH/Wire	10/31/17	4,293.00	С	ΑP
HIRST EXP REIMB	ACH/Wire	10/31/17	1,173.17	C	AP
BANK FEE - BMO HARRIS	ACH/Wire	10/31/17	295.00	c	AP
INTERNET SVC	ACH/Wire	10/31/17	94.47	c	AP
KRINGEL PHYSICAL THERAPY	ACH/Wire	11/30/17	481.50	c	CLMS
FEDEX FEES	ACH/Wire	11/30/17	107.62	c	AP
FEDEX FEES	ACH/Wire	11/30/17	81.67	c	AP
PAYMENT ON LOAN	ACH/Wire	11/30/17	12,000.00	c	AP



### OFFICE OF INSURANCE REGULATION

DAVID ALTMAIER COMMISSIONER

### CONSENT TO ORDER OF REHABILITATION OR LIQUIDATION

### IT IS HEREBY agreed as follows:

- 1. INSURANCE COMPANY OF THE AMERICAS (herein after referred to as "RESPONDENT"), is a Florida corporation, whose Certificate of Authority to transact business as a property and casualty insurance company in the state of Florida has expired.
- 2. Through the Joint Resolution of RESPONDENT's President, and Directors, attached hereto as Exhibit "A," RESPONDENT admits that grounds exist for the appointment of the Department of Financial Services, Division of Rehabilitation and Liquidation (herein after referred to as the "DEPARTMENT"), as Receiver of RESPONDENT for the purpose of Rehabilitation or Liquidation pursuant to Sections 631.051 and 631.061, Florida Statutes.
- 3. RESPONDENT consents to the entry of an Order appointing the DEPARTMENT as Receiver and acknowledges that the DEPARTMENT may apply to the Court for an Order of Rehabilitation or Liquidation, at the sole discretion of the DEPARTMENT, on the basis that the Respondent has consented to the entry of such an Order. RESPONDENT further agrees that the DEPARTMENT shall have the sole discretion to determine whether RESPONDENT shall be placed into rehabilitation or liquidation. In the event that the DEPARTMENT initially obtains an Order appointing it as Receiver of RESPONDENT for purposes of Rehabilitation, the RESPONDENT further consents to the DEPARTMENT obtaining a subsequent Order appointing

the DEPARTMENT as Receiver for the purposes of Liquidation, should the DEPARTMENT, at any time and in its sole discretion, determine that Rehabilitation of Respondent is not feasible.

- 4. RESPONDENT expressly waives any right to notice, to a hearing or further proceedings of any kind, and to an appeal in the event that the DEPARTMENT determines that the Rehabilitation of the RESPONDENT is not feasible and that Liquidation of RESPONDENT is necessary.
- 5. RESPONDENT acknowledges that it has executed this Constant to Order of Rehabilitation or Liquidation voluntarily and of its own accord, having had the opportunity to consult counsel of its choosing, and has not been threatened or coerced to execute this consent by the Department of Financial Services, Florida Office of Insurance Regulation, or any other individual or entity.
- 6. RESPONDENT and its President, Ricardo Rios, further agree that in the event it is deemed necessary by the DEPARTMENT in its sole discretion, Ricardo Rios will voluntarily make a personal appearance, without the necessity of service of a subpoena or any other type of process, in the Circuit Court in and for Leon County, Florida, to offer sworn testimony regarding the circumstances surrounding the execution of this Consent to Order of Rehabilitation or Liquidation.

By execution hereof INSURANCE COMPANY OF THE AMERICAS consents to the appointment of DEPARTMENT OF FINANCIAL SERVICES as receiver for purposes of Rehabilitation or Liquidation, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind INSURANCE COMPANY OF THE AMERICAS to the terms and conditions above.

Corporate Seal	INSURANCE COMPANY OF THE AMERICAS
Rishel langelon	Ву:
Witness	Ricardo Rios
Jin Harper Witness	Date: 12-15-12
STATE OF PRIZOUR	
The foregoing instrument was acknowledge by FIGARDO FILOS. as	A before me this 15 day of December , 2017  (Type of Authority - e.g. officer, trustee, attorney-in-fact)
For INSURANCE COMPANY OF THE AI (Company Name)	MERICAS.
MARY JANE MEDIOS HAVEER Notery Public - Arizona Markopa County My Corrert Expressing 16, 2021	(Signiture Oryhe Notary)  MARY ARE MED IUS HARPER  (Print, Type or Stamp Commissioned Name of Notary)
Personally Known X OR Produced Ide	
Type of Identification Produced	germann sourch any demonstraphylogogical group in som this field for the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of the field of t

### JOINT RESOLUTION OF THE PRESIDENT AND DIRECTORS OF INSURANCE COMPANY OF THE AMERICAS

The undersigned, being the President and Directors of Insurance Company of the Americas (the "Company"), hereby certify that the following is a true and correct copy of a resolution adopted at a meeting of the President and Directors of the company:

RESOLVED, that the Board of Directors of the Company consent to the entry of an Order Appointing the Florida Department of Financial Services (the "Department") as Receiver and acknowledges that the Department may apply to the Court for an Order of Rehabilitation or Liquidation, at the sole discretion of the Department, on the basis that Company has consented to the entry of such an Order. Company further agrees that the Department shall have the sole discretion to determine whether Company shall be placed into rehabilitation or liquidation. In the event that the Department initially obtains an Order appointing it as Receiver of Company for purposes of Rehabilitation, the Company further consents to the Department obtaining a subsequent Order appointing the Department as Receiver for the purposes of Liquidation, should the Department, at any time and in its sole discretion, determine that Rehabilitation of Company is not feasible.

FURTHER RESOLVED, that the President of Company is hereby authorized to execute any and all consent agreements or other documents on behalf of Insurance Company of the Americas to obtain entry of an Order for Rehabilitation or Liquidation and is authorized to take any and all additional actions deemed necessary or appropriate by the Department to effectuate the forgoing or to comply with such an Order without further approval of the Directors.

Dated this 15 day of December 2017.

PRESIDENT OF INSURANCE COMPANY OF THE AMERICAS Ricardo Rios
DIRECTORS OF INSURANCE COMPANY OF THE AMERICAS Ricardo Rios
Julie Kean

### AFFIDAVIT OF RICARDO RIOS

COUNTY OF WARRICOPA

Before me, the undersigned authority, personally appeared Ricardo Rios, who being duly sworn states the following facts, under the penalty of perjury:

- 1. I am over the age of majority, suffer no legal disabilities and have personal knowledge of the information contained in this Affidavit.
- 2. I am the president of Insurance Company of the Americas ("ICA").
- 3. From September 1, 2017, to the present, I and Julie Kean have been the only two members of ICA's Board of Directors. Former ICA director Matthew Nordgren resigned from ICA's Board of Directors prior to that date. Former ICA director John Greenwood died prior to that date.

Affiant

Sworn to and subscribed before me on the day of December, 2017.

MARY JAME MEDIOS HARPER NOTARY PUBLIC NOTARY PUBLIC Network Public - Arizong Markens May 16, 2021

Mark phase May 16, 2021

My community Public - Arizong Notary Public Commissioned name of notary)

Check one:

— Personally known

Produced Identification

Type of identification produced

## 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.: 2018 CA
Insurance Company of the Americas, a Florida Corporation,	
Respondent.	/

# CONSENT ORDER APPOINTING THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES AS RECEIVER OF INSURANCE COMPANY OF THE AMERICAS 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 ("Department"), for a Consent Order appointing the Department as receiver of Insurance Company of the Americas ("Respondent" or "Company"), for purposes of liquidation, injunction, and notice of automatic stay, which was filed on January ____, 2018, (hereinafter, "Petition"). The Court, having reviewed and considered the pleadings of record, and otherwise being fully informed in the premises, finds as follows:

- 1. Section 631.021, Florida Statutes (2017), provides that a delinquency proceeding pursuant to Chapter 631, Florida Statutes, constitutes the sole and exclusive method of liquidating, rehabilitating, reorganizing, or conserving a Florida domiciled insurer.
- 2. This Court has jurisdiction over these proceedings pursuant to section 631.021(1), Florida Statutes, and this Court can exercise jurisdiction over any person required to cooperate with the Department and the Office of Insurance Regulation ("OIR") pursuant to section 631.391 Florida Statutes, and over all persons made subject to this Court's jurisdiction by other provisions

of law as provided in section 631.025, Florida Statutes. Venue is proper in the Circuit Court of Leon County pursuant to section 631.021(2), Florida Statutes. Pursuant to section 631.021(1), Florida Statutes, this Court has jurisdiction over the receivership and is authorized to enter all necessary or proper orders to carry out the purpose of the Florida Insurers Rehabilitation and Liquidation Act, sections 631.001 *et seq.*, Florida Statutes.

- 3. Respondent was licensed as a Florida domiciled insurance company and on August 25, 1976, was authorized by OIR to transact workers' compensation insurance business. Respondent lists its principal place of business as 2500 W. Lake Mary Boulevard, Suite 208, Lake Mary, Florida, but Respondent primarily operates out of Arizona.
- 4. Respondent's Certificate of Authority was suspended by Order on April 2, 2008 and, pursuant to Section 624.421(4), Florida Statutes, Respondent was notified that its Certificate of Authority had expired by operation of law, and that it was to administer and service all existing insurance policies in Florida in accordance with the policy provisions and Florida law.
- 5. Upon a determination by OIR that one or more grounds exist to initiate a delinquency proceeding against an insurer and upon OIR's determination that a delinquency proceeding should be initiated, OIR is required to refer the insurer to the Department for the initiation of such delinquency proceeding. § 631.031(1), Fla. Stat.
- 6. By letter dated January 9, 2018, pursuant to section 631.031(1), Florida Statutes, David Altmaier, Commissioner of OIR, advised Florida's Chief Financial Officer, Jimmy Patronis, that grounds exist for the initiation of liquidation proceedings against Respondent.
- 7. Section 631.031(2), Florida Statutes, empowers the Department to petition this Court for an order directing it to liquidate a domestic insurer, and section 631.061, Florida Statutes,

provides that the Department may apply for such an order if the insurer is or is about to become insolvent or upon the existence of any of the grounds specified in section 631.051, Florida Statutes.

- 8. Based on the evidence presented in the Department's Petition, the Court has determined that sufficient grounds exist for the liquidation of Respondent pursuant to the following provisions of law:
- A. Section 631.061(1), Florida Statutes, due to Respondent's insolvency within the meaning of section 631.011(14), Florida Statutes;
- B. Section 631.051(11), Florida Statutes, due to Respondent's consent, through a Joint Stipulation of its board of directors, to the appointment of the Department as receiver of Respondent for the purposes of liquidation; and
- C. Section 631.051(3), Florida Statutes, due to the existence of the foregoing grounds for liquidation, Respondent's further transaction of insurance is presently or prospectively hazardous to policyholders, creditors, stockholders, or the public.
- 9. The Court therefore finds that it is in the best interests of Respondent, its policyholders, creditors, stockholders, and the public that the Department be appointed receiver of Respondent for purposes of liquidation.

### THEREFORE, IT IS ORDERED AND ADJUDGED:

- 10. The Department shall be and is hereby appointed receiver of Respondent for purposes of liquidation, effective immediately upon the entry of this Order.
- 11. The Department 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.
- 12. 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 Department may retain such persons in the Department's discretion.

13. For purposes of this Order, the term "affiliate" shall be defined in accordance with section 631.011(1), Florida Statutes, and shall include, but not be limited to, the following affiliates:

Allied Provident Insurance, Inc.

Amalphis Group, Inc.

First Florida Equity Holdings, Inc.

Zasis, LLC

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

### 15. THE DEPARTMENT IS AUTHORIZED AND DIRECTED TO:

A. Take immediate possession of all the assets, estate, and property of every kind whatsoever and wherever located belonging to Respondent pursuant to sections 631.111 and 631.141, Florida Statutes, whether in the possession of Respondent or its officers, directors, shareholders, trustees, employees, consultants, attorneys, agents, affiliates, or other persons, including but not limited to: offices maintained by Respondent; furniture; fixtures; equipment; office supplies; choses in action; rights of action; contract rights; books, papers, claims and claim files, policy files, application files, premium records, rate books, underwriting manuals, personnel records, and all other records and data that are otherwise the property of the Respondent, in whatever form maintained; evidences of debt; bank accounts; savings accounts; certificates of deposit, stocks, bonds, debentures, and other securities; mortgages; real property; and all funds held by Respondent's agents, subagents, producing agents, brokers, solicitors, service representatives, premium finance companies, 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.

- B. Marshal and liquidate the assets of Respondent.
- C. Publish notice specifying the time and place fixed for the filing of claims with the Department once each week for three consecutive weeks in the Florida Administrative Weekly published by the Secretary of State, at least once in the Florida Bar News, and in all states where Respondents may have issued insurance policies using methods of publication similar to those being used in the State of Florida.
- D. Give notice of this proceeding to Respondent's agents pursuant to section 631.341, Florida Statutes, and to its insureds, if any.
- E. 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 Department or coming into its possession.
- F. 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.
- G. Not defend or accept service of process on legal actions wherein Respondent, the Department, 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 Department may file appropriate pleadings in its discretion.

- H. Commence and maintain all legal actions necessary, wherever necessary, for the proper administration of this receivership proceeding.
- I. Collect all debts that are economically feasible to collect that are due and owing to Respondent.
- J. Deposit funds and maintain bank accounts in accordance with section 631.221, Florida Statutes.
- K. 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.
- L. Negotiate and settle subrogation claims and final judgments without further order of this Court.
  - M. Sell any salvage recovered property without further order of this Court.
- N. Update its records to incorporate change of address information for interested individuals/entities (e.g., agent, claimant, creditor, policyholder, subscriber) if the Department determines that there has been a change of address for any interested individuals/entities. The Department is authorized to use change of address information for future mailings.
- O. Transfer unclaimed funds to the unclaimed property unit(s) of the states(s) reflected in the claimants' last address of record in the Department's files.
  - P. Dispose of and destroy obsolete and unneeded records pursuant to section

631.141(12), Florida Statutes.

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

### IT IS FURTHER ORDERED AND DIRECTED:

- 16. Any "Covered Entity" or "Business Associate" in possession of "Protected Health Information" ("PHI") as defined in and governed by the federal Health Insurance Portability and Accountability of 1996, is authorized and directed to disclose such PHI to the Department as receiver of Respondent, to the same extent that such disclosure would have been permissible if made directly to Respondent prior to the entry of this Order.
- 17. Any "financial institution" in possession of "nonpublic personal information" ("NPI") as defined in and governed by the Gramm-Leach-Bliley Financial Modernization Act of 1999, is authorized and directed to disclosed such NPI to the Department as receiver of Respondent, to the same extent that such disclosure would have been permissible if made directly to Respondent prior to the entry of this Order.
- 19. The Department shall continue to coordinate with the applicable Guaranty Associations to provide continued coverage for Respondent's policyholders prior to the cancellation of policies pursuant to section 631.252, Florida Statutes.

- 20. All agents, brokers, or other persons having sold policies of insurance and/or collected premiums on behalf of Respondent are required to account for and pay all premiums and commissions unearned due to cancellation of policies in the normal course of business owed to Respondent directly to the Department within twenty (20) days of demand by the Department or appear before this Court to show cause, if any they may have, as to why they should not be required to account to the Department or be held in contempt of Court for violation of the provisions of the Order. No agent, broker, premium finance company, or other person should use premium monies owed to Respondent for refund of unearned premium or for any purpose other than payment to the Department.
- 21. Any premium finance company that has entered into a contract to finance a premium for a policy issued by Respondent is required to pay any premium owed to Respondent directly to the Department.
- 22. Reinsurance premiums due to or payable by Respondent shall be remitted to, or disbursed by, the Department. The Department shall handle reinsurance losses recoverable or payable by Respondent. All correspondence concerning reinsurance shall be between the Department and the reinsuring company or intermediary.
- 23. The United States Postal Service shall be directed to provide any information requested by the Department regarding Respondent and to handle future deliveries of Respondent's mail as directed by the Department.
- 24. Any bank, savings and loan association, financial institution, or other person which has on deposit, in its possession, custody or control any funds, accounts and any other assets of Respondent is directed to immediately transfer title, custody, and control of all such funds, accounts, and other assets to the Department. The Department 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 Department's control without permission of this Court.

- 25. Any entity furnishing telephone, water, electric, sewage, garbage, or trash removal services to Respondent is required to maintain such service and transfer any such accounts to the Department as of the date of the Order, unless instructed to the contrary by the Department.
- 26. Upon request by the Department, any company providing telephonic services to Respondent is directed to provide a reference of calls from the number presently assigned to Respondent to any such number designated by the Department or perform any other services or changes necessary to the conduct of the receivership.
- 27. Respondent shall surrender all insurance licenses and certificates of authority issued by any and all states that permitted Respondent to operate any insurance business in any state.
- 28. All executory contracts to which Respondent was a party shall be cancelled and stand cancelled unless specifically adopted by the Department within ninety (90) days of the date of this Order or from the date of the Department's actual knowledge of the existence of such contract, whichever is later. "Actual Knowledge" means the Department has in its possession a written contract to which Respondent is a party, and the Department has notified the vendor in writing acknowledging the existence of the contract.
  - A. Further, the Department shall have the authority to do the following:

- i. 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; and
- ii. Once the Department 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 Department's actual knowledge of such contract, whichever is later, the Department 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 provide, 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 to adapt to the new circumstances of the receivership estate. In no event will any minimal modification be construed as the Department entering into a new contract with Respondent's vendor.
- B. 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 Department 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 Department. 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. Any information technology service provider or data processing service, which has custody or control of any data processing information and records, including, but not limited to, source documents, claims data, policy administration data, data processing cards, input tapes, all types of storage information, master tapes or any other recorded information, relating to Respondent is directed to transfer custody and control of such records to the Department. The Department shall be authorized to compensate any such entity for the actual use of hardware and software, which the Department finds to be necessary to this proceeding. Compensation should be based upon the monthly rate provided for in contracts or leases with Respondent which were in effect when this proceeding was instituted, or based upon such contract as may be negotiated by the Department, for the actual time such equipment and software is used by the Department. Any past due or pending balances due from Respondent shall be processed as claims against the estate, and shall not be a basis for withholding the services contemplated in this Paragraph.
- 30. All attorneys employed by Respondent as of the date of the Order are required, within ten (10) days of receiving notice of this Order, to report to the Department on the name, company claim number, and status of each file they are handling on behalf of Respondent. Said report should also include an accounting of any funds received from or on behalf of Respondent. All attorneys employed by Respondent are advised that pursuant to sections 631.011(17) and 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 are required to deliver such litigation files, material, documents, or records intact and without purging to the Department, on request, notwithstanding any claim of a retaining lien which, if otherwise valid, should not be extinguished by the delivery of these documents.

- 31. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with Respondent having any interest in the building located at 2500 W. Lake Mary Blvd., Suite 208, Lake Mary, Florida 32748, or any other facility in which Respondent may operate, shall make available, at that location and at no charge to the Department 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 Department in its sole discretion.
- 32. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with Respondent having any interest in the computer equipment, software, and peripherals currently used by or for Respondent shall provide complete access to and administrative control of all such computer equipment, software, and peripherals to the Department at no charge to the Department to the extent deemed necessary by the Department in its sole discretion.
- 33. All claims shall be filed with the Department on or before the date that is six months from the date this Order is entered, or be forever barred, and all such claims shall be filed on proof of claim forms prepared by the Department. If the deadline for filing claims falls on a Saturday, Sunday, or a legal holiday, the deadline is extended to the next business day.
- 34. 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 Department 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 Department has been provided with a properly executed and notarized assignment of claim agreement entered into between the parties; and
- C. The Department has been provided with a properly executed and notarized Department's Assignment of Claim Change Form and required supporting documentation.
- D. The Department's Assignment of Claim Change Form shall contain an acknowledgement by the claimant, or someone authorized to act on behalf of the claimant, that:
- i. The claimant is aware that financial information regarding claims distributions and payments published on the Department's website or otherwise available can assist the claimant in making an independent and informed decision regarding the sale of the claim;
- ii. 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;
- iii. It is the claimant's intent to sell their claim and have the Department's records be permanently changed to reflect the new owner; and
- iv. 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.
- 35. 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 should not be held in contempt of Court for violation of the provisions of this Order.

### **CONTINUATION OF INVESTIGATION**

- 36. The Department shall be authorized to conduct an investigation as authorized by section 631.156, Florida Statutes, to determine the causes of the insolvency; to discover assets for recovery; to determine the location of assets and their manner of recovery; and to make fully available to the Court the true state of Respondent's financial affairs.
- 37. The Department may take statements under oath and examine and review the books, records, and documents of any present or former officer, director, manager, trustee, agent, adjuster, employee, or independent contractor of Respondent or its affiliates and any other person possessing any executive authority over, or exercising or having exercised any control over, any segment of the affairs of the Respondent (hereinafter "Controlling Persons").
- 38. Section 631.391, Florida Statutes, imposes on Controlling Persons a duty to cooperate with the Department during its investigation. Such cooperation shall include, but not be limited to, providing oral testimony under oath, 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. In furtherance of this investigation, Respondent's parent corporations, its subsidiaries, and affiliates are required to make all books, documents, accounts, records, including all records located in any premises occupied by such parent corporations, subsidiaries or affiliates available for full, free and unhindered inspection and examination by the Department during normal business hours (8:00 a.m. to 5:00 p.m.) Monday through Friday, from the date of the Order and to provide copies of any records requested by the Department whether or not such records are related to Respondent.

- 40. Upon receipt of a certified copy of Department 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 Department's inspection and copying.
- 41. All Sheriffs and all law enforcement officials of this state shall cooperate with and assist the Department in the implementation of this Order.

### **INJUNCTION**

- 42. 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, affiliates, members, subscribers, agents, and all other persons 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 Respondent; from in any means interfering with the Department or these proceedings; from the transfer of property and assets of Respondent without the consent of the Department; from the removal, concealment, or other disposition of Respondent's property, books, records, and accounts; from the commencement or prosecution of any actions against Respondent or the Department 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.
- 43. Notwithstanding the provisions of this paragraph, the Department 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 Department 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 Department 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.

### **NOTICE OF AUTOMATIC STAY**

- 44. Notice is hereby given that, pursuant to section 631.041(1), Florida Statutes, the filing of the Department's Petition herein operates as an automatic stay applicable to all persons and entities, other than the Department, which shall be permanent and survive the entry of the 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 a judgment against the insurer or an affiliate 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, Florida Statutes; and
- F. The set-off or offset of any debt owing to the insurer except offsets as provided in section 631.281, Florida Statutes.

45.	This Court	retains jurisdic	ion of this cause for the purpose of	granting such other
and further rel	ief as from t	ime to time sha	ll be deemed appropriate.	
DONE	and ORDE	CRED in Cham	pers at the Leon County Courthouse i	n Tallahassee, Leon
County, Florid	la this	day of	, 2018.	
			CIRCUIT JUDGE	
			CIRCUIT JUDGE	