NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

JAMES J. DONELON IN HIS OFFICIAL CAPACITY AS COMMISSIONER OF INSURANCE FOR THE STATE OF LOUISIANA AND THE LOUISIANA DEPARTMENT OF INSURANCE	**NUMBER: 713794**
	SECTION: 22

Plaintiff

VERSUS

JESSICA K. ALTMAN, IN HER CAPACITY AS STATUTORY REHABILITATOR OF SENIOR HEALTH INSURANCE COMPANY OF PENNSYLVANIA, *AND* SENIOR HEALT INSURANCE COMPANY OF PENNSYLVANIA, IN REHABILITATION

Defendant

REPLY MEMORANDUM OF JAMES J. DONELON IN HIS OFFICIAL CAPACITY AS COMMISSIONER OF INSURANCE FOR THE STATE OF LOUISIANA AND THE LOUISIANA DEPARTMENT OF INSURANCE IN SUPPORT OF PRAYER FOR ISSUANCE OF A PRELIMINARY INJUNCTION PURSUANT TO COUNT 1 OF PETITION

JEFF LANDRY
Attorney General
Elizabeth Baker Murrill (La. 20685)
Solicitor General
Louisiana Department of Justice
Post Office Box 94005
Baton Rouge, LA 70804
Telephone: (225) 456-7544

-and-

BUTLER SNOW LLP
David S. Rubin (La. 11525)
445 North Boulevard, Suite 300 (70802)
Baton Rouge, Louisiana 70802
Telephone: (225) 325-8700
Facsimile: (225) 325-8800

Attorneys for James J. Donelon, in his official capacity as Commissioner of Insurance for the State of Louisiana and The Louisiana Department of Insurance

James J. Donelon, in his official capacity as Commissioner of Insurance for the State of Louisiana (Commissioner) and the Louisiana Department of Insurance (LDI), file their reply memorandum in support of Count 1 of the petition in this matter requesting entry of a preliminary prohibitory injunction against Defendants Senior Health Insurance Company of Pennsylvania (SHIP) and Jessica K. Altman, Insurance Commissioner of the Commonwealth of Pennsylvania, in her capacity as statutory Rehabilitator (Rehabilitator) of SHIP.

There is significant national interest in this matter. After Plaintiffs filed this case (and as noted by Defendants), 26 jurisdictions, being the Louisiana Commissioner and the statutory insurance regulators in 25 other states plus the District of Columbia, filed an *amici* brief with the Pennsylvania Supreme Court in the appeal of the SHIP Plan by Maine, Massachusetts, and Washington (the Intervening Regulators). Those 29 jurisdictions amount to more than 60% of the jurisdictions where SHIP has outstanding policies and their collective participation is an indication of the interest and concern with the SHIP Plan. Each *amici* jurisdiction has a prior rate approval statute similar to that of Louisiana and all the *amici* are concerned that the extra-territorial rate setting under the Plan violates their respective laws.[1]

This reply memorandum will not retread what the Commissioner and LDI have already presented. Rather, Plaintiffs focus on making key points clear and responding to certain statements and arguments made in Defendants' opposition.

---

[1] See *amici* brief, Exhibit 18 and the attachment thereto listing the prior approval statute for each jurisdiction. *Amicus curiae* are non-parties under Pennsylvania court rules. 210 Pa. Code §531(b)(2). Participation as an *amici* was not an appearance in the SHIP Rehabilitation Proceeding. See also *In re Halo Wireless, Inc.,* 684 F.3d 581, 595–96 (5th Cir. 2012); *Ryan v. CFTC,* 125 F.3d 1062, 1063 (7th Cir.1997); *New England Patriots Football Club, Inc. v. Univ. of Colo.,* 592 F.2d 1196, 1198 n. 3 (1st Cir.1979) ("an amicus is, namely, one who, 'not as parties,…but just as any stranger might…gives information of some matter'")[internal citation omitted).

THE PRAYER FOR RELIEF IS NARROWLY DRAWN

Defendants offer up a smorgasbord of their view of what is sought by the Commissioner and LDI in this matter, such as Plaintiffs are "seeking to invalidate or bar implantation" of the Plan (Op. Memo p. 15); if Plaintiffs are successful, "Defendants will be forced to honor…Louisiana policies as written even if those polices are underpriced and that "will create risk of unlawful preferential payment" (Op. Memo p. 28); an "injunction upending this process [of Plan implementation in Louisiana] would disturb the status quo…" (Op. Memo p. 32); they imply that the relief sought in this matter is an injunction against policy modifications by a rehabilitator (Op. Memo p. 29, 43); and this lawsuit is "designed to circumvent the exclusive and comprehensive jurisdiction of the rehabilitation court" (Op. Memo p. 45).

However, the prayer of relief before the Court is narrow and focused, fully supported by Louisiana law:: issuance of a preliminary prohibitory injunction enjoining the Rehabilitator and SHIP from (a) attempting to enforce against any Louisiana policyholders of SHIP any plan implemented or attempted to be implanted by the that affects the rates paid by or benefits accorded to Louisiana policyholders of SHIP without compliance with all applicable provisions of Louisiana law and (b) soliciting any Louisiana policyholders of SHIP to select "options" under the Plan without the same compliance. That is, to enforce the State's statutory right to prior rate approval. Plaintiffs' petition does not seek to "bar implementation of the plan" or commit any other waterfall effects paraded by Defendants.

THE EXTRA-TERRITORIAL RATE APPROVAL

Consideration of this matter must start with the fact that the Approval Order provides that an insurance regulator from another state will set rates for policies issued to Louisiana policyholders, which rates will be "submitted" to the Pennsylvania Court.

> The Rehabilitator, in her capacity as Insurance Commissioner, shall designate an appropriate deputy insurance commissioner to review the actuarial memorandum submitted to the Insurance Department. Thereafter, the Rehabilitator shall submit the approved actuarial memorandum to the Court.[2]

[2] Plan Approval Order, located on the last unnumbered page of Exhibit 6 (emphasis added.)

There is no case that holds that a rehabilitator in Pennsylvania or any other state can set insurance premium rates in another jurisdiction in the face of a prior approval statute. Defendants view is that a rehabilitator's power is limitless. That is not the case.

Throughout their opposition Defendants repeatedly return to the theme that Plaintiffs "took no action…to stop implementation of the plan…" (Op. Memo p.14) and that Plaintiffs "had an opportunity to intervene (Op. Memo p. 37). As this suit makes clear, neither did the Defendants make any effort to draft a plan consistent with rate approval statutes here and in virtually every other jurisdiction. Contrary to Defendants' repeated refrain, Plaintiffs had no duty to litigate a matter of Louisiana statutory law in Pennsylvania.

THIS COURT HAS JURISDICTION

This Court has subject matter jurisdiction and personal jurisdiction over the Defendants in this case. Defendants assertion that only the Commonwealth Court had subject matter jurisdiction is correct but only for matters within the power granted to rehabilitators, and no court has ever held that a rehabilitator in any state could directly bypass a state prior approval statute.

Defendants cite to cases regarding the expansive and exclusive jurisdiction of a rehabilitator. Attached as an exhibit to this reply is a list of most of those cited cases showing that each involved a claim against the insolvent insurer or a claim to an asset or *res* within the rehabilitator's control consistent with the in rem nature of SHIP's Rehabilitation Proceeding. *See, e.g.*, *Ballestros*, 530 F. Supp. at 1370–71 ("A rehabilitation proceeding is an in rem action in which the state court generally has exclusive control over the assets of the impaired insurance company.") That is not the issue in this case.[3]

Defendants cite *Drake v. Hammond Square* (Op. Memo p. 23) to support the Rehabilitator's defense to personal jurisdiction. In *Drake* the court stated that the receiver in that case "did not have warning that she might be subject to Louisiana jurisdiction."

[3] In support of their position, Defendants wrongly liken this suit to a claim "against SHIP in liquidation" that must be asserted in Pennsylvania courts (Op. Momo, fn. 10). This is not a "claim against SHIP" as in the cases cited by Defendants. SHIP and the Rehabilitator must comply with Louisiana law and the Plaintiffs are entitled to enforce in Louisiana their obligation to do so.

However SHIP's Rehabilitator knew that her attempt to bypass a prior approval statute could be an issue and so stated in her Plan:

> Some concern has been expressed by certain state regulators about the notion that premium rate modifications under the Plan will not require approval of the states in which the policies were issued. The concern is understandable given that there have not been many troubled companies for which the issue of rate increases in rehabilitation has arisen. Moreover, insurance rate regulation tends to be an area of intense public and political focus. In some states, Commissioners are constrained by statute in the magnitude of rate increases they can authorize for long-term care insurance policies. [Plan, p. 96]...
>
> The Rehabilitator believes that the provisions of the Plan can be implemented with approval of the Commonwealth Court and without the need that insurance regulators in every state approve the Plan, including premium rate increases implemented under the Plan. However, regulators in other states may conclude that their approval is required. The Rehabilitator cannot provide any assurance that approval from other regulators will not ultimately be deemed necessary. Neither can the Rehabilitator provide assurances that if such other state approvals are necessary they can be obtained consistent with the timing and substance of the Plan. (Plan, p. 103ff., emphasis added.)

Subjecting the Rehabilitator and SHIP to personal jurisdiction in Louisiana does not offend traditional notions of justice and fair play. The Rehabilitator (acting through her Special Deputy Rehabilitator Patrick Cantilo)[4] has sent notices and communications regarding the case and the Plan to Louisiana policyholders and has established a website that provides information to and communicate with policyholders in Louisiana.[5] If not enjoined, she (via Mr. Cantilo) will continue to send information to Louisiana policyholders. Her contacts with Louisiana policyholders from inception of the Rehabilitation Proceeding have been continuous and systematic from the start. The Rehabilitator is subject to personal jurisdiction in Louisiana.

SHIP is subject to the jurisdiction of this Court because it issued insurance policies in Louisiana; has conducted, is conducting, and will continue to conduct business in Louisiana; it has a registered agent in Louisiana; and as an insurer is required to submit to

---

[4] See Affidavit of Patrick Cantilo submitted with Defendants' opposition memorandum.

[5] https://www.shipltc.com/about-rehabilitation

the authority of the Plaintiffs regarding its business in Louisiana.[6] On behalf of the Rehabilitator Mr. Cantilo executed the Consent Agreement with LDI (Ex. 2) providing that "SHIP shall continue the business runoff, including but not limited to the collection of non-cancellable premiums, processing of claims, servicing of all existing policy holders, and necessary normal course of business activities." Clearly the Rehabilitator and SHIP contemplated continuing its "business" here. In analyzing the personal jurisdiction over a non-domestic insurance company, the Louisiana Supreme Court held: "Balancing all of the factors, we conclude that it would not be unreasonable to assert personal jurisdiction over the insurance companies. They do substantial business in this state, and certainly anticipate being haled into court in Louisiana. The burden is not so great on the defendant that litigating the claim would be overly burdensome." *Fox v. Bd. of Sup'rs of Louisiana State Univ. & Agr. & Mech. Coll.,* 576 So. 2d 978, 986 (La. 1991). Personal jurisdiction over SHIP is beyond doubt.

THE APPROVAL ORDER DOES NOT HAVE RES JUDICATA EFFECT

Res judicata is inapplicable. The party raising the objection of *res judicata* bears the burden of proving the essential facts to support the objection. *Five N Company, LLC v. Stewart,* 02-0181, p. 15 (La. App. 1st Cir. 7/2/03), 850 So. 2d 51, 60. The doctrine cannot be invoked unless all of its essential elements are present. It is strictly construed, and any doubt concerning its applicability is to be resolved against the party raising the objection. *Mandalay Oil & Gas, LLC v. Energy Development*, 01-0993, p. 7 (La. App. 1st Cir. 7/3/02), 867 So. 2d 709, 713.

All of the following elements must be satisfied in order for *res judicata* to preclude a second action under La. Rev. Stat. §13:4231: (1) the first judgment is valid; (2) the first judgment is final; (3) the parties are the same; (4) the cause or causes of action asserted in the second suit existed at the time of final judgment in the first litigation; and (5) the cause

[6] "The factors that should be considered in determining whether the assertion of jurisdiction is reasonable include the burden on the defendant, Louisiana's interest in the dispute, the plaintiff's interest in obtaining convenient and effective relief, the judicial system's obtaining an efficient resolution of controversies, and Louisiana's shared interest in fostering fundamental substantive social policies." § 2:3. Jurisdiction over the person, 1 La. Civ. L. Treatise, Civil Procedure § 2:3 (2d ed.) (emphasis added).

or causes of action asserted in the second suit arose out of the transaction or occurrence that was the subject matter of the first litigation. *Burguieres v. Pollingue*, 02-1385, p. 8 (La. 2/25/03), 843 So. 2d 1049, 1053. Accordingly, under Louisiana law, res judicata does not apply where there is no identity of parties. *Alonzo v. State ex rel. Dept. of Natural Resources*, 2002-0527 (La. App. 4 Cir. 9/8/04), 884 So.2d 634, 2002-0527.

An identity of parties exists whenever the same parties, their successors, or others appear so long as they share the same quality as parties. *Five N Company, LLC*, 02-0181 at p. 16, 850 So. 2d at 61. A person has the same quality when he or she appears in the same capacity in both suits, or when he or she is in privy to a party in the prior suit. *Burguieres*, 02-1385 at p. 8 n.3, 843 So. 2d at 1054 n.3. Identity of parties depends on the circumstances of each case. Nonparties are deemed "privies" of parties to the subsequent action only in these limited circumstances: (1) the nonparty is a successor in interest of a party; (2) the nonparty controlled the prior litigation; or (3) the nonparty's interests were adequately represented by a party to the action who may be considered the "virtual representative" of the nonparty because the interests of the party and the nonparty are so closely aligned. *Davisson v. Davisson*, 52,015 (La. App. 2 Cir. 5/23/18), 248 So. 3d 633, 638.[7]

Here, Plaintiffs were not parties to the Pennsylvania action (they only joined an *amici* brief with a substantial number of other states) nor were Plaintiffs in privity with the Intervening Regulators or any party; Plaintiffs were not successors in interest of party; Plaintiffs did not control the litigation instituted by the Intervening Regulators and did not coordinate pleadings with the Intervening Regulators; and Plaintiffs' specific interest in this suit (i.e., enforcement of Louisiana insurance law by its regulator) were not addressed at all (other than by reference to prior approval statutes in general) in the Pennsylvania action. The Approval Order cannot be given preclusive effect with respect to violation of the Louisiana Insurance Code.

[7] "This doctrine should be applied cautiously so as to avoid unjustly depriving a nonparty of his or her day in court." *Mendoza v. Expert Janitorial Services, LLC*, 11 Wash.App.2d 32, 450 P. 2d 1220.

FULL FAITH AND CREDIT

This Court is obliged to determine if the Pennsylvania Commonwealth Court was within its authority in approving a rehabilitation plan that rejects the prior approval statute of Louisiana. A judgment issued by a court without jurisdiction over the subject matter, or personal jurisdiction over the relevant parties,[8] is not entitled to full faith and credit. *Underwriters Nat'l Assurance Co.,* 455 U.S. at 705 ("[B]efore a court is bound by the judgment rendered in another State, it may inquire into the jurisdictional basis of the foreign court's decree. If that court did not have jurisdiction over the subject matter or the relevant parties, full faith and credit need not be given."); *W. Union Tel. Co. v. Pennsylvania,* 368 U.S. 71, 75 (1961) ("[A] state court judgment need not be given full faith and credit by other States as to parties or property not subject to the jurisdiction of the court that rendered it.").

It is proper for the Commissioner, as an official of the State of Louisiana, and LDI to file this suit and seek a determination of their right to relief. "The predicates triggering full faith and credit are determinable only by courts. State executive officials are unsuited and lack a structured process for conducting the legal inquiry necessary to discern whether a judgment is entitled to full faith and credit. Thus, it makes little sense to impose full faith and credit obligations on non-judicial officers who are not equipped for such a task." *Adar v. Smith*, 639 F.3d 145,155 (5th Cir. 2011)(*en banc*).

By approving the Plan, the Commonwealth Court interpreted Pennsylvania rehabilitation laws to allow the Rehabilitator to implement a plan in derogation of the laws of Louisiana. The Full Faith and Credit Clause does not compel "a state to substitute the statutes of other states for its own statutes dealing with a subject matter concerning which

[8] Importantly, the Commonwealth Court has no personal jurisdiction nor ever attempted to exert jurisdiction over the Plaintiffs.

it is competent to legislate." *Pacific Employers Ins. Co. v. Industrial Accident Comm'n,* 306 U.S. 493 (1939), quoted in *Baker v. General Motors Corp.*, 522 U.S. 222, 232 (1998).[9] As pointed out in Plaintiffs' prehearing memorandum and emphasized again, the Pennsyvania Commonwealth does not have "adjucatory authority over the subject matter [Louisiana's prior approval statute] and persons [the Louisiana Department of Insurance] governed by the judgment." *Baker, supra,* at 233. Full faith and credit is not akin to a bulldozer, clearing the way for a regulated entity in one state to violate the laws in state after state. This is just the sort of "hostility to the public Acts of another state" prohibited by *Franchise Tax Bd. Of Cal. v. Hyatt*, 136 U.S. 171, 173.

"The Full Faith and Credit Clause was enacted to preclude the same matters being relitigated in different states as recalcitrant parties evade unfavorable judgments by moving elsewhere. It was never intended to allow one state to dictate the manner in which another state protects its populace." *Adar* at 161[10] (quoting *Rosin v. Monken*, 599 F.3d 574, 577 (7th Cir. 2010)). In *Rosin,* after setting forth "observations...unremarkable" about full faith and credit, the Court stated "[b]ut it is a profound mistake to jump from them to the conclusion that New York can dictate the manner in which Illinois may protect its citizenry. Illinois's recognition of the New York order does not carry with it an obligation that Illinois

---

[9] In footnote 16 of the Plan Approval Order (Ex. 6, p. 54), the Commonwealth Court supports its view of full faith and credit by incorrectly analogizing the Plan to a money judgment. That is wrong. The correct analogy is to an order commanding some action in another state (Louisiana), as in *Baker v. General Motors Corp.* which is precisely what the Approval Order allows – rate setting without state approval.

[10] *Adar* concerned whether unmarried same-sex adoptive parents of a child born in Louisiana but adopted in New York could force Louisiana to issue an amended birth certificate supplanting the names of the child's biological parents with that of the adopting parents. The Fifth Circuit stated: "'[T]he full faith and credit clause does not oblige Louisiana to confer particular benefits on unmarried adoptive parents contrary to its law. Forum state law governs the incidental benefits of a foreign judgment. In this case, Louisiana does not permit any unmarried couples—whether adopting out-of-state or in-state-to obtain revised birth certificates with both parents' names on them. Since no such right is conferred by either the full faith and credit clause or Louisiana law, the Registrar's refusal to place two names on the certificate can in no way constitute a denial of full faith and credit." Similarly, Louisiana does not permit any insurer to impose rates on Louisiana policyholders without approval of Plaintiffs, and, in the word of *Adar*, "no such right is conferred by either the full faith and credit clause or Louisiana law."

enforce that order in the manner which it apparently prescribes." Indeed, Louisiana is properly considered the "sole mistress" of insurance rate regulation within its jurisdiction.[11]

LA. REV. STAT. §22:1092 IS A PROHIBITORY LAW

Section 22:1092[12] states in pertinent part:

A. Every health insurance issuer shall file with the department every proposed rate to be used in connection with all of its particular products. Every such filing shall clearly state the date of the filing, the proposed rate, and the effective date of the proposed rate. All rate filings required by this Subpart shall be made in accordance with the following:

(1) Rate filings shall be made within the time prescribed by the department.

(2) All health insurance issuers assuming, merging, or acquiring blocks of business shall be considered as proposing new rates.

(3) The commissioner may set the date upon which index rates in a market are not subject to revision by an issuer.

B. All proposed rate filings shall be filed in the manner and form prescribed by the department.

C. When a rate filing made pursuant to this Subpart is not accompanied by the information upon which the health insurance issuer supports the rate filing, with the result that the department does not have sufficient information to determine whether the rate filing meets the requirements of this Subpart, the department may require the health insurance issuer to refile the information upon which it supports its filing. The time period provided in this Section shall begin anew and commence as of the date the proper information is furnished to the department.

D. All proposed rate filings may be reviewed for compliance with R.S. 22:1095 and with other provisions of law governing rates in the individual market and the small group market. A review of rates made pursuant to this Subpart shall not constitute a determination under the Administrative Procedure Act, R.S. 49:950 et seq., nor shall such a review of rates be subject to other administrative or judicial relief.

E. Each rate filing shall be reviewed by the department to determine whether such filing is reasonable and compliant with this Subpart.

Louisiana law clearly sets forth the requirement for prior approval for health insurer rates; an insurer is prohibited from violating the statute. La. Civ. Code Ann. art. 7 states, "Persons may not by their juridical acts derogate from laws enacted for the protection of the public interest. Any act in derogation of such laws is an absolute nullity." In *Louisiana Commercial Bank v. Georgia Int'l Life Ins. Co.*, 618 So. 2d 1091, 1096 (La. Ct. App.), *writ denied*, 620 So. 2d 880 (La. 1993), the Louisiana First Circuit Court of Appeal explained: "The fundamental principle of the Louisiana Insurance Code is that the business of

---

[11] *Adar* at 160, citing to *Hood v. McGehee,* 237 U.S. 611, 615 (1915).

[12] This statute has been reenacted and amended over many times since 1991. As Defendants noted, regulations were enacted requiring detailed financial and other information for policies issued after 2005. Plaintiffs do not seek to impose those additional regulations on SHIP under Count 1 for any SHIP policies unless issued after 2005.

insurance is regulated by the state in the public interest. LSA–R.S. 22:2; *Fireside Mutual Life Insurance Co. v. Martin*, 223 La. 583, 66 So.2d 511, 514 (La.1953). Therefore, insurance companies must look to the insurance code to determine what standards they are to follow when doing business in the State of Louisiana. To allow a statutory scheme for regulating the insurance industry to give way to something as nebulous and uncertain as the standard practice of the industry would defeat the state's interest in establishing uniform and minimum standards for insurance companies to follow when operating in this state. To affirm the trial court's judgment would, in effect, place the insurance industry in the business of 'regulating' in an area that has been reserved by the state under its policy powers, and would be in violation of law and public policy." *See also* § 1:3.Role of public policy in insurance, 15 La. Civ. L. Treatise, Insurance Law & Practice § 1:3 (4th ed.) ("It is often said that the contract of insurance, and indeed the entire field of insurance law, is so substantially infused with public policy concepts that it is impossible to discuss the subject of insurance without a heavy dose of public policy considerations at every turn.").

CONCLUSION

The Commissioner and LDI respectfully request issuance of the preliminary injunction against the Defendants.

Respectfully Submitted:

JEFF LANDRY
Attorney General
/s/ Elizabeth Baker Murrill
ELIZABETH BAKER MURRILL (LA. 20685)
murrille@ag.louisiana.gov
Solicitor General
Louisiana Department of Justice
Post Office Box 94005
Baton Rouge, LA 70804
Telephone: (225) 456-7544

-and-

BUTLER SNOW LLP

David S. Rubin (La. 11525)
David.Rubin@butlersnow.com
Julie M. McCall (La. 29992)
Julie.McCall@butlersnow.com
Madeline King (La. No. 38301)
Madeline.King@butlersnow.com
445 North Boulevard, Suite 300 (70802)
Baton Rouge, Louisiana 70802
Telephone: (225) 325-8700
Facsimile: (225) 325-8800

Attorneys for James J. Donelon, in his official capacity as Commissioner of Insurance for the State of Louisiana, and The Louisiana Department of Insurance

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing been mailed, postage prepaid or emailed to counsel for the Defendants: Mr. Brandon Black, Suite 800, 445 North Blvd, Baton Rouge, LA 70802 bblack@joneswalker.com; Mr. Covert J. Geary, 201 St. Charles Ave - Suite 5100, New Orleans, LA 70170-5100 cgeary@joneswalker.com; and Mr. Michael J. Broadbent, Cozen O'Connor, One Liberty Place, 1650 Market Street, Suite 2800 Philadelphia, PA 19103 mbroadbent@cozen.com.

Baton Rouge, Louisiana January 18, 2022
/s/ David S. Rubin
David S. Rubin

ATTACHMENT TO REPLY MEMORANDUM

Case Cited by Defendants	Issue
Ballesteros v. New Jersey etc.	Suit on covered claim
Brown v. Associated Ins.	Suit to enjoin sale by liquidator
Chavers v. Bright Truck Leasing	Suit to recover under ins. policy; insurer in liquidation
Crist v. Benton Casing Service	Receiver for ins. co brought claim to recover premiums
Donelon v. Shilling	Claim of rehabilitator for professional negligence
FBT Bancshares, Inc. v. Mut. Fire etc.	Suit file to recover claim under a policy
Foster v. Mutual Fire	Whether rehab. plan was a de facto liquidation
Garamendi v. Exec. Life	Creditor claims against partnership used by insolvent ins. co.
In re Rehab of Manhattan	Dispute over cash collateral held by rehabilitator
LeBlanc v. Bernard	Suit to recover from ins. co. (in liquidation) unpaid portion of purchase price of real estate
State ex rel. Guste v. ALIC	Securities suit against insurer
Steamship Mut. etc. v. Sun Life	Claim against insurer
Underwriters Nat. Assur. Co.	Claim by guaranty association against ins. co. in rehabilitation for deposit