

At IAS Part 30 of the Supreme Court of the State of New York, County of Suffolk, at the courthouse located at 1 Court Street, Riverhead, New York, on the 12th day of October, 2021.

Present. **HON. DAVID T. REILLY**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X

In the Matter of

Index No. 617717/2021

the Application of

ORDER

Adrienne A. Harris, Acting Superintendent of Financial Services of the State of New York, for an order to take possession and liquidate the business and affairs of

GLOBAL LIBERTY INSURANCE COMPANY OF NEW YORK.

-----X

Adrienne A. Harris, Acting Superintendent of Financial Services of the State of New York (“Superintendent”), having moved this Court by order to show cause for an order placing Global Liberty Insurance Company of New York (“Global Liberty”) into liquidation, appointing the Superintendent and her successors in office as liquidator (“Liquidator”) of Global Liberty, and directing the Liquidator to take possession of Global Liberty’s property, and to liquidate its business and affairs, and upon reading and filing the petition of the Superintendent, duly verified on September 14, 2021 (the “Petition”), the affidavit of Marc Allen, sworn to on September 1, 2021, and the exhibits and schedules annexed thereto, this Court finds that Global Liberty should be placed into liquidation under New York Insurance Law (“Insurance Law”) Article 74 because Global Liberty (i) consented to the entry of an order of liquidation and (ii) is insolvent within the meaning of Insurance Law § 1309(a); and

NOW, on motion of Letitia James, Attorney General of the State of New York, it is hereby

ORDERED as follows:

1. The relief requested in the Petition for an order of liquidation (“Order”) is granted;
2. The Superintendent and her successors in office are appointed Liquidator of Global Liberty;
3. The Liquidator is directed to take possession of Global Liberty’s property and liquidate Global Liberty’s business and affairs in accordance with Insurance Law Article 74;
4. The Liquidator is vested with all powers and authority expressed or implied under Insurance Law Article 74, in addition to the powers and authority set forth in this Order and with title to Global Liberty’s property, contracts, rights of action, and all of its books and records, wherever located, as of the date this Order is signed;
5. The Liquidator may deal with the property and business of Global Liberty in Global Liberty’s name or in the name of the Liquidator;
6. All persons and entities are permanently enjoined and restrained from wasting the assets of Global Liberty, and are permanently enjoined and restrained, except as authorized by the Liquidator, from transacting Global Liberty’s business or disposing of Global Liberty’s property;
7. All persons and entities are permanently enjoined and restrained from interfering with the Liquidator or this proceeding, obtaining any preferences, judgments, attachments, or other liens, making any levy against Global Liberty, its assets, or any part thereof, and commencing or prosecuting any actions or proceedings against the Liquidator, Global Liberty, the New York Liquidation Bureau, or their present or former employees, attorneys, or agents, relating to this proceeding or the discharge of their duties under Insurance Law Articles 74 and 76 in relation thereto;
8. All parties to actions, lawsuits, and special or other proceedings in which Global Liberty’s policyholders or insureds are a party or are obligated to defend a party pursuant to an insurance policy, bond, contract or otherwise, are enjoined and restrained from proceeding with any discovery, court proceedings, or other litigation tasks or procedures, including, but not limited to, conferences, trials, applications for judgment, or proceedings on settlement or judgment, for a period of 180 days from the date this Order is signed;
9. All persons who have first party policyholder loss claims are enjoined and restrained from presenting and filing claims with the Liquidator for a period of 90 days from the date this Order is signed;
10. (a) All owners and operators of garages where motor vehicles owned or operated by Global Liberty’s policyholders or its third-party claimants are being repaired,

maintained, or stored are enjoined and restrained, for a period of 90 days from the date the Order is signed, from selling such vehicles or otherwise satisfying any lien held by such garage owners or operators in respect of such vehicles; and (b) any fees charged by such garage owners or operators to Global Liberty, its policyholders or its third-party claimants during this 90-day period shall be reasonable in the ordinary course of business and may, at the Liquidator's discretion, be submitted to the Court for review and approval;

11. The Liquidator is vested with all rights in Global Liberty's contracts and agreements, however described, and is permitted to, in her discretion, reject any contracts to which Global Liberty is a party, in which case all liability under such contracts or agreements shall cease and be fixed as of the date of rejection;
12. Any bank, savings and loan association, other financial institution, or any other entity or person, that has on deposit or in its possession, custody, or control any of Global Liberty's funds, accounts (including escrow accounts), or assets shall immediately, upon the Liquidator's request and direction: (a) turn over custody and control of such funds, accounts, or assets to the Liquidator; (b) transfer title of such funds, accounts, or assets to the Liquidator; (c) change the name of such accounts to the name of the Liquidator; (d) transfer funds from such bank, savings and loan association, or other financial institution; and (e) take any other action reasonably necessary for the proper conduct of the liquidation proceeding;
13. All persons or entities, including Atlas Financial Holdings, Inc., Anchor Group Management, Inc., and American Insurance Acquisition Inc., having property, papers (including attorney work product and documents held by attorneys), and/or information, including, but not limited to, insurance policies, underwriting data, any reinsurance or other insurance policies, claims files (electronic or paper), software programs, and/or bank records owned by, belonging to, or relating to Global Liberty shall preserve such property and/or information and immediately, upon the Liquidator's request and direction, assign, transfer, turn over, and deliver such property and/or information to the Liquidator;
14. The Liquidator is authorized, permitted, and allowed to sell, assign, or transfer any and all stocks, bonds, or other securities at the best price reasonably obtainable at such times and upon such terms and conditions as, in her discretion, she deems to be in the best interest of the creditors of Global Liberty, and is further authorized to take such steps and to make and execute such agreements and other papers as may be necessary to effect and carry out such sales, transfers, and assignments, without the further approval of this Court;
15. All existing insurance policies of Global Liberty are cancelled at 12:01 a.m. local time on the earlier of: (a) the expiration date of the policy or (b) the date that is 60 days after this Order is signed;
16. All claims, with supporting evidence to establish the existence of an actual loss for which Global Liberty is liable, must be submitted to the Liquidator by the date that

is one (1) year after the date this Order is signed ("Bar Date"), except that the Bar Date does not apply to the Liquidator's claim for administrative expenses or to claims for reimbursement submitted by the New York Property/Casualty Insurance Security Fund, the New York Public Motor Vehicle Liability Security Fund, the New York Workers' Compensation Security Fund, or a guaranty fund in another state that covers claims against Global Liberty policyholders, and all claims submitted after the Bar Date are barred and discharged;

17. All persons or entities filing claims, and supporting evidence of such claims, against Global Liberty must file such claims, and all supporting evidence of such claims, on or before the Bar Date using the electronic portal for the submission of claims located on the website www.nylbpoc.org;
18. The Liquidator is authorized, in her discretion, to refrain from adjudicating claims of any class unless and until (a) she reasonably believes that adjudication of such claims would be in the best interests of the estate or (b) it is likely that the Global Liberty estate will have sufficient assets to pay claims of such class;
19. Immunity is extended to the Superintendent in her capacity as Liquidator of Global Liberty, her successors in office, the New York Liquidation Bureau, and their agents and employees, for any cause of action of any nature against them, individually or jointly, for any act or omission when acting in good faith, in accordance with the orders of this Court, or in the performance of their duties pursuant to Insurance Law Article 74;
20. Any distribution of assets shall be in accordance with the priorities set forth in Insurance Law Article 74;
21. The Liquidator may at any time make further application to this Court for such further and different relief as she sees fit;
22. The Liquidator shall serve a copy of this Order by overnight delivery upon: (a) Global Liberty Insurance Company of New York, Att'n: Scott David Wollney, President and CEO, 68 South Service Road, Suite 450, Melville, NY 11747; DLA Piper, L.L.P., Att'n: Scott Fischer, Esq., 1251 6th Avenue, New York, NY 10022 and DLA Piper L.L.P., Att'n: Stephen W. Schwab, Esq., 444 West Lake Street, 9th Fl., Chicago, IL 60606, attorneys for Global Liberty; and (b) any person or entity who or that timely filed and served papers in opposition to the relief sought;
23. The Liquidator shall provide notice of this Order, in a form substantially similar to the one attached hereto as Annex A, to all creditors, claimants, and interested persons by: (a) mailing a copy of the notice to each Global Liberty policyholder and creditor as shown on Global Liberty's books and records; (b) publication of the notice in *USA Today*, both (a) and (b) to be completed within 30 days after this Order is signed; and (c) posting this Order on the Internet web page maintained by

the New York Liquidation Bureau at <http://www.nylb.org> within 15 days after this Order is signed;

- 24. This Court shall retain jurisdiction over this matter for all purposes;
- 25. The caption for this proceeding is hereby amended as follows:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

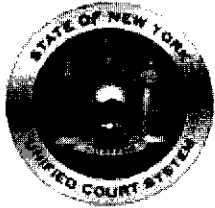
-----X
In the Matter of

the Liquidation of

GLOBAL LIBERTY INSURANCE COMPANY OF NEW YORK.
-----X

- 26. All further papers in this proceeding shall bear the above amended caption.

ENTER



David T. Reilly

J.S.C.
David T. Reilly

GRANTED
OCT 12 2021
JUDITH A. PASCALE
Clerk of Suffolk County

ANNEX A

[Form of Notice of Liquidation Order]

NEW YORK LIQUIDATION BUREAU
180 MAIDEN LANE
NEW YORK, NEW YORK 10038
(212) 341-6400

To all persons or entities interested in the affairs of
GLOBAL LIBERTY INSURANCE COMPANY OF NEW YORK.

Notice is Hereby Given:

Adrienne A. Harris, Acting Superintendent of Financial Services of the State of New York ("Superintendent"), has been appointed by an order (the "Order") of the Supreme Court of the State of New York, County of New York ("Court"), entered on _____, 2021, as the liquidator (the "Liquidator") of Global Liberty Insurance Company of New York ("Global Liberty") and, as such, has been: (i) directed to take possession of Global Liberty's property and liquidate Global Liberty's business and affairs in accordance with New York Insurance Law ("Insurance Law") Article 74; and (ii) vested with all powers and authority expressed or implied under Insurance Law Article 74, in addition to the powers and authority set forth in the Order and with title to Global Liberty's property, contracts, rights of action, and all of its books and records, wherever located, as of the date of entry of the Order. The Liquidator has, pursuant to Insurance Law Article 74, appointed David Axinn, Special Deputy Superintendent (the "Special Deputy"), as her agent to carry out her duties as Liquidator. The Special Deputy carries out his duties through the New York Liquidation Bureau ("Bureau"), 180 Maiden Lane, New York, New York 10038. The Order provides that:

- I. The Liquidator is permitted to deal with the property and business of Global Liberty in Global Liberty's name or in the name of the Liquidator;
- II. All persons and entities are permanently enjoined and restrained from wasting the assets of Global Liberty, and all persons are permanently enjoined and restrained, except as authorized by the Liquidator, from transacting Global Liberty's business or disposing of Global Liberty's property;
- III. All persons and entities are permanently enjoined and restrained from interfering with the Liquidator or the proceeding, obtaining any preferences, judgments, attachments, or other liens, making any levy against Global Liberty, its assets, or any part thereof, and commencing or prosecuting any actions or proceedings against the Liquidator, Global Liberty, or the Bureau, or their present or former employees, attorneys, or agents, relating to the proceeding or the discharge of their duties under Insurance Law Articles 74 and 76 in relation thereto;
- IV. All parties to actions, lawsuits, and special or other proceedings in which Global Liberty's policyholders or insureds are a party or are obligated to defend a party pursuant to an insurance policy, bond, contract, or otherwise, are enjoined and restrained from proceeding with any discovery, court proceedings, or other litigation tasks or procedures, including, but not limited to, conferences, trials, applications for judgment, or proceedings on settlement or judgment, for a period of 180 days from the date the Order is signed;
- V. All persons who have first party policyholder loss claims are enjoined and restrained from presenting and filing claims with the Liquidator for a period of 90 days from the date the Order is signed;
- VI. (a) All owners and operators of garages where motor vehicles owned or operated by Global Liberty's policyholders or its third-party claimants are being repaired, maintained, or stored are

enjoined and restrained, for a period of 90 days from the date the Order is signed, from selling such vehicles or otherwise satisfying any lien held by such garage owners or operators in respect of such vehicles; and (b) any fees charged by such garage owners or operators to Global Liberty, its policyholders, or its third-party claimants during this 90-day period shall be reasonable in the ordinary course of business and may, at the Liquidator's discretion, be submitted to the Court for review and approval;

- VII. The Liquidator is vested with all rights in Global Liberty's contracts and agreements, however described, and the Liquidator is permitted to, in her discretion, reject any contracts to which Global Liberty is a party, in which case all liability under such contracts or agreements shall cease and be fixed as of the date of rejection;
- VIII. Any bank, savings and loan association, other financial institution, or any other entity or person, that has on deposit or in its possession, custody, or control any of Global Liberty's funds, accounts (including escrow accounts), or assets shall immediately, upon the Liquidator's request and direction: (a) turn over custody and control of such funds, accounts, or assets to the Liquidator; (b) transfer title of such funds, accounts, or assets to the Liquidator; (c) change the name of such accounts to the name of the Liquidator; (d) transfer funds from such bank, savings and loan association, or other financial institution; and (e) take any other action reasonably necessary for the proper conduct of the liquidation proceeding;
- IX. All persons or entities, including Atlas Financial Holdings, Inc., Anchor Group Management, Inc., and American Insurance Acquisition Inc., having property, papers (including attorney work product and documents held by attorneys) and/or information, including, but not limited to, insurance policies, underwriting data, any reinsurance or other insurance policies, claims files (electronic or paper), software programs and/or bank records owned by, belonging to, or relating to Global Liberty shall preserve such property and/or information and immediately, upon the Liquidator's request and direction, assign, transfer, turn over, and deliver such property and/or information to the Liquidator;
- X. The Liquidator is authorized, permitted, and allowed to sell, assign, or transfer any and all stocks, bonds, or other securities at the best price reasonably obtainable at such times and upon such terms and conditions as, in her discretion, she deems to be in the best interest of the creditors of Global Liberty, and is further authorized to take such steps and to make and execute such agreements and other papers as may be necessary to effect and carry out such sales, transfers, and assignments, without the further approval of the Court;
- XI. All existing insurance policies of Global Liberty are cancelled at 12:01 a.m. local time on the earlier of: (a) the expiration date of the policy or (b) the date that is 60 days after the Order is signed;
- XII. All claims, with all supporting evidence to establish the existence of an actual loss for which Global Liberty is liable, must be presented to the Liquidator by the date that is one (1) year after the date the Order is signed (the "Bar Date"), except that the Bar Date shall not apply to the Liquidator's claims for administrative expenses or to claims for reimbursement submitted by the New York Property/Casualty Insurance Security Fund, the New York Public Motor Vehicle Liability Security Fund, the New York Workers' Compensation Security Fund, or a guaranty fund in another state that covers claims against Global Liberty policyholders, and all claims submitted after the Bar Date will be barred and discharged;

- XIII. All persons or entities filing claims, and supporting evidence of such claims, against Global Liberty for the first time after the issuance of the Order must be filed on or before the Bar Date using the electronic portal for the submission of claims located on the website www.nylbpc.org;
- XIV. The Liquidator is authorized, in her discretion, to refrain from adjudicating claims of any class unless and until: (a) she reasonably believes that adjudication of such claims would be in the best interests of the estate or (b) it is likely that the Global Liberty estate will have sufficient assets to pay claims of such class;
- XV. Immunity is extended to the Superintendent in her capacity as Liquidator of Global Liberty, her successors in office, the Bureau, and their agents and employees, for any cause of action of any nature against them, individually or jointly, for any act or omission when acting in good faith, in accordance with the orders of the Court, or in the performance of their duties pursuant to Insurance Law Article 74;
- XVI. The Liquidator may at any time make further application to the Court for such further and different relief as she sees fit;
- XVII. The Court shall retain jurisdiction over this matter for all purposes; and
- XVIII. All communications relating to Global Liberty and to the liquidation proceeding thereof should be addressed to:

New York Liquidation Bureau
180 Maiden Lane, 15th Floor
Attention: General Counsel
New York, New York 10038
(212) 341-6400

A copy of the Order may be viewed at <http://www.nylb.org>. To the extent there are any discrepancies between this notice and the Order, then the language of the Order controls.

ADRIENNE A. HARRIS
Acting Superintendent of Financial Services of
the State of New York as Liquidator of
Global Liberty Insurance Company of New
York.

DAVID AXINN
Special Deputy Superintendent
and Agent of the Liquidator