

**JAMES J. DONELON,  
COMMISSIONER OF INSURANCE  
FOR THE STATE OF LOUISIANA**

**VERSUS**

**ACCESS HOME INSURANCE  
COMPANY**

**NUMBER: C-713124 SEC: 26**

**19th JUDICIAL DISTRICT COURT**

**PARISH OF EAST BATON ROUGE**

**STATE OF LOUISIANA**

**ORDER OF REHABILITATION**

**CONSIDERING** the verified Petition for Rehabilitation and Injunctive Relief filed by James J. Donelon, Commissioner of Insurance for the State of Louisiana (the "Commissioner") pursuant to LSA-R.S. 22:2001 *et seq.*, the affidavit and exhibits attached thereto, and the law and evidence entitling the Commissioner to the relief sought therein, and the Court being satisfied from the allegations therein and finding that the defendant named therein is an insurer as defined by Louisiana law and that the interests of creditors, policyholders, and the public are likely to be endangered by delay, and the Court finding that the law and evidence is in favor of granting the relief requested,

**IT ORDERED, ADJUDGED AND DECREED** that Access Home Insurance Company ("AHIC") is placed in rehabilitation under the direction and control of the Commissioner of Insurance for the State of Louisiana, his successors and assigns in his office and his agents, designees, or employees ("Commissioner"), subject to the further written orders of this Court;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Commissioner is appointed Rehabilitator of AHIC ("Rehabilitator"), Billy Bostick is appointed Receiver of AHIC ("Receiver"), and Arlene Knighten is appointed Deputy Receiver of AHIC;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Commissioner as Rehabilitator is vested by operation of law with the title to all property, contracts, and rights of action of AHIC, including without limitation all accounts, bank accounts, safety deposit boxes, statutory deposits, real property, computers, all primary and secondary storage media, websites, social media, documents and other writings, claims files, software, electronic data, e-mail, websites, copyrights, trademarks, patents, books, records, keys, codes, combinations, logins, or passwords necessary to gain or secure access to all property or premises, and all other assets of AHIC (collectively, "AHIC Assets") as of the date of this order of rehabilitation ("Order"); the Commissioner as Rehabilitator, his agents and employees shall immediately take and maintain possession and control of all such assets of AHIC, conduct all of the business and affairs of



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AHIC or so much thereof as he may deem appropriate, and rehabilitate AHIC until further order of the Court;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that AHIC and its current and former policyholders, owners, shareholders, officers, directors, parents, subsidiaries, affiliates, managing general agents, agents, attorneys, accountants, actuaries, third-party contractors and administrators, consultants, service providers, employees, banks, savings and loan associations and other financial institutions, and any other similarly situated individuals or entities who have or had any authority to act for or on behalf of AHIC, or who have or had control over or possession of any aspect of AHIC's property, business, assets or affairs in any capacity, or anyone acting for or on behalf of such individuals and entities (collectively, "AHIC-Related Individuals and Entities") shall immediately surrender and turn over all AHIC Assets to the Rehabilitator, Receiver or Deputy Receiver and are hereby enjoined from the transaction of the business of AHIC, except with the concurrence of the Rehabilitator, Receiver or Deputy Receiver or until further order of this Court;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all authority of all owners, officers, directors, and managers of AHIC, or others acting on their behalf, is hereby suspended and such authority is vested with the Rehabilitator and Receiver until further written order of this Court;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any bank, savings and loan association, financial institution, and any other person which has on deposit, or otherwise has in its possession, custody or control any funds, accounts and any other assets of AHIC, shall transfer title, custody and control of all such funds, accounts, or assets to the Receiver immediately upon presentation of this Order, without hinderance or delay, and all such persons are hereby instructed that the Receiver has absolute control over such funds, accounts and all other assets; the Receiver may change the name of such accounts and other assets, withdraw them from such bank, savings and loan association or other financial institution or take such action deemed necessary for administering this receivership; no bank, savings and loan association, or other financial institution shall exercise any form of set-off, alleged set-off, lien, any form of self-help whatsoever, or refuse, hinder or delay the transfer of any funds or assets of AHIC or the Receiver's control thereof without the permission of this Court;



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**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that AHIC, all AHIC-Related Individuals and Entities and all other persons are enjoined as follows until further order of this Court;

1. from disposing of or encumbering any of the property or assets of AHIC;
2. from disposing of any records or other documents belonging to AHIC or relating to the business and affairs of AHIC;
3. from the transaction of any business by, for, or on behalf of AHIC, including, but not limited to:
  - a. the writing, issuance, or renewal of any certificate of coverage, insurance policy, binder, or endorsement to an existing policy or certificate of coverage;
  - b. the payment of claims and of any policy or certificate of coverage benefits;
  - c. the incurring of any claim or loss adjustment expense; and
  - d. the incurring of any debt or liability, except with the concurrence of the Rehabilitator, Receiver or Deputy Receiver until further order of this Court; and
4. the interfering with the acquisition of possession by the exercise of dominion and control over the property of AHIC by the Rehabilitator, Receiver or Deputy Receiver or their conduct of the business and affairs of AHIC;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all individuals and entities are enjoined and stayed from obtaining preferences, judgments, attachments, or other like liens or the making of any levy against AHIC, its property or assets while in the Rehabilitator, Receiver or Deputy Receiver's possession and control as of this date of this Order until further order of this Court;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all individuals and entities are enjoined from instituting or taking further action in any suit or proceeding against AHIC, the Commissioner in his capacity as Rehabilitator of AHIC, the Receiver, any affiliates, subsidiaries, insurers, officers, directors, representatives, agents, employees, or attorneys of the Commissioner, AHIC, its policyholders and any AHIC Assets, and from pursuing, obtaining or executing a judgment against AHIC, its assets, policyholders, the Commissioner in his capacity as Rehabilitator, the Receiver, any affiliates, subsidiaries, insurers, officers, directors,



representatives, managing general agents, agents, employees, or attorneys of same until further order of this Court;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that, except with the concurrence of the Rehabilitator, Receiver or Deputy Receiver or until further written order of this Court, all suits, proceedings, seizures and any other legal actions against AHIC or its policyholders in any court, wherever located, are hereby stayed in order to prevent the obtaining of any preference, judgment, seizure, levy, or lien, and to preserve the property and assets of AHIC, including, but not limited to, suits and proceedings and all litigation involving:

1. AHIC as a party;
2. a policyholder or any other person who is named as a party to the litigation for claims relating to insurance coverage under any policy of insurance, or certificate of coverage issued or assumed by AHIC;
3. the possible adjudication of liability or determination of any possible rights or obligations of any policyholder or person as to any insurance policy, or certificate of coverage issued or assumed by AHIC, or the determination of any possible future liability of AHIC or its policyholders with regard to any insurance policy, or certificate of coverage issued or assumed by AHIC;
4. AHIC's possible obligation to provide a defense to any party in any court pursuant to any policy of insurance, or certificate of coverage issued or assumed by AHIC;
5. the ownership, operations, management, or control of AHIC; and
6. any party seeking to create, perfect or enforce any preference, judgment, attachment, lien, or levy against AHIC or their assets or against any or policyholder of AHIC;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that there shall be no liability on the part of, and no cause of action of any nature shall exist against, the Commissioner in his capacity as Rehabilitator or Regulator of AHIC, the Receiver, or the Attorney General of the State of Louisiana in his capacity as attorney for the Commissioner in his capacity as Rehabilitator, Receiver or Regulator of AHIC, or the Receiver, their representatives, managing general agents, agents, employees, accountants, or attorneys, for any action taken by them when acting in accordance with the orders of this Court or as Rehabilitator, Receiver, or Regulator of AHIC; such actions are be barred;



**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any and all individuals and entities are enjoined from interfering with these proceedings, the conduct of the business of AHIC by the Rehabilitator, Receiver or Deputy Receiver, and their management, possession and control of AHIC or any title, rights or interest therein, and from wasting the assets of AHIC, until further order of this Court;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Rehabilitator, Receiver or Deputy Receiver may permit such further operation of AHIC as he may deem necessary and appropriate;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Rehabilitator, Receiver or Deputy Receiver is entitled to permit such further operation of AHIC as he may deem necessary to be in the best interests of the policyholders and creditors of AHIC;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Rehabilitator, Receiver or Deputy Receiver is allowed and authorized to:

1. employ and authorize the compensation of accountants, clerks, professionals, and such assistants as he deems necessary, and authorize the payment of the expenses of these proceedings and the necessary incidents thereof, as approved by the Commissioner, to be paid out of the funds or assets of AHIC in the possession of the Rehabilitator, Receiver or Deputy Receiver or coming into the possession of the Rehabilitator, Receiver or Deputy Receiver or AHIC;
2. defend or not defend legal actions wherein AHIC or the Rehabilitator, Receiver or Deputy Receiver is a party defendant, commenced prior to or subsequent to the entry of this Order, without the authorization of the Court; except, however, in actions where AHIC is a nominal party, as in certain foreclosure actions and where the action does not affect a claim against or adversely affect the assets of AHIC, the Rehabilitator, Receiver or Deputy Receiver may file appropriate pleadings in his discretion;
3. commence and maintain all legal actions necessary, wherever necessary, for the proper administration of this receivership proceeding;
4. collect all debts that are economically feasible to collect and which are due and owing to AHIC;

*Paul Deffen*

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5. take possession of all AHIC's securities and certificates of deposit on deposit with the Treasurer of the State of Louisiana or any other person or entity, if any, and convert to cash so much of the same as may be necessary, in his judgment, to pay the expenses of administration of this receivership; and
6. issue endorsements on existing policies, or certificates of coverage;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that AHIC shall not engage in any advertising or solicitation whatsoever;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that reinsurance premiums due to or payable by AHIC shall be withheld from, remitted to, or disbursed by the Receiver or to another party at the Receiver's discretion; the Receiver shall handle reinsurance losses recoverable or payable by AHIC; all correspondence concerning reinsurance shall be between the Receiver and the reinsuring company or intermediary unless requested by the Receiver;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that after payment of all administrative expenses of Rehabilitation or Receivership, all obligations of AHIC will be paid pursuant to the orders of this Court, according to the applicable law;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all contracts between AHIC, and any and all persons or entities providing services to AHIC and their policyholders remain in full force and effect unless cancelled by the Receiver;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all premiums and other debts due to AHIC shall be paid to the Rehabilitator, Receiver or Deputy Receiver as directed, until further order of this Court;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Rehabilitator, Receiver or Deputy Receiver shall notify every holder of a certificate of coverage, or contract of insurance issued by AHIC and every known provider and other creditor of AHIC of this order of rehabilitation and injunction within sixty (60) days of the date of this order, notwithstanding the provisions of LSA-R.S. 22:2011;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that upon request by the Receiver, any company providing telephone services to AHIC shall provide a reference of calls from the number presently assigned to AHIC to any such number designated by the



Receiver or perform any other services or changes necessary to the conduct of the receivership of AHIC;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any entity furnishing telephone, water, electric, cable, internet, sewage, garbage, or trash removal services to AHIC shall maintain such service and transfer any such accounts to the Receiver as of the date of the order entered herein, unless instructed to the contrary by the Receiver;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the United States Postal Service is directed to provide any information requested by the Receiver regarding AHIC and to handle future deliveries of AHIC;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that AHIC and all AHIC-Related Individuals and Entities shall immediately provide the following to the Rehabilitator, the Receiver, or their designee:

1. **All administrator-level UserIDs and passwords and Systems:** This includes a complete and up-to-date secure list of all administrator-level accounts, UserIDs, passwords, and encryption keys (collectively, "Admin Accounts") that provide full and complete control of all active and inactive systems and services that capture, store, archive, delete, update, communicate, scan, or transmit "Data" or provide communications of any kind, herein referred to as "Systems." In lieu of providing existing Admin Accounts, new administrator-level Admin Accounts may be added and provided at the discretion of the Rehabilitator, the Receiver, or their designee that deliver parallel administrator-level control for each of the Systems. For each Admin Account and System combination, the location, URL, IP Address, link, portal, vendor, or device that provides the entry of Account information to control access to the System must be produced. This also includes a description of the business purpose or use for each Admin Account and System combination and a list of authorized administrators (Admins) by System. The Rehabilitator, the Receiver, or their designee must be notified immediately via email of all future revisions to administrative-level access or control to a Systems or Admin Accounts as defined above. Only the Rehabilitator, the Receiver, or their designee is authorized to access or make revisions to the Admin Accounts unless the request for such access or revisions is made in writing, and the request is approved in advance and in writing by the Rehabilitator,



the Receiver, or their designee. AHIC and all AHIC-Related Individuals and Entities must ensure all emails (past, present, future, deleted, sent, saved, archived, etc.) are permanently retained. The Rehabilitator, the Receiver, and their designee are authorized to verify and/or configure all emails to be held permanently, sometimes referred to as a "Legal Hold." All configuration additions and revisions implemented by the Rehabilitator, the Receiver, or their designee shall not be altered or removed by AHIC or its respective Information Technology ("IT.") contractors. "Systems" as used herein includes all servers, virtual hosts, virtual machines, appliances, desktops, laptops, tablets, smartphones, storage devices (of any kind), proprietary devices, telephone systems, cellular services, network devices (of any kind), firewalls, routers, wireless access points, wireless bridges, hotspots, remote desktop servers, remote access services (such as Virtual Private Networks or "VPNs," Citrix, TeamViewer, Log Me In, etc.), software, applications, third-party administrative services, application service providers, cloud services, cloud storage, multifactor authentication services, encryption services, backup and restoration services, shared storage, removable storage (of any kind), hosting services, hosted applications, domain services, domain name registries, web sites, Internet service providers, application service providers, email systems (including email archives, email archive services, email scrubbing services, email gateways, email service providers, all email transport services and systems including in-house email and vender email systems such as Microsoft Office 365, Gmail, Barracuda, Mimecast, etc.), messaging systems, conferencing systems, purchasing portals (including Amazon, Google, Office Depot, etc.), banking and credit card portals, employee benefit portals, etc.), facilities security / access control systems, security alarm systems, and all work-at-home devices "Data" includes (1) all data (Company or personal) stored on Company owned or Company leased devices, (2) all data (Company or personal) stored on Company paid-for services, (3) all data (Company or personal) captured, stored, deleted, updated, or communicated during business hours or on Company paid time or on behalf of the Company stored on Company-owned or Company leased devices or stored on personally owned devices, such as personal computers, personal smartphones, and personal storage devices. Examples of Data include policy, claims,



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reinsurance, payables, receivables, financials, agents, commission, customer service systems, management meeting information, board agendas and minutes, human resource information, payroll, bonus data, spreadsheets, documents, presentations, diagrams, files, lists, emails, email attachments, text messages, etc.;

2. **All data back-ups:** This includes a complete and up-to-date Backup of each of the Systems and all Data as defined above as of the date of this Order. "Backups" include readable, full bare metal restorable, complete, and full copy of each System and all Data as defined above. All past, present, or future backup media and storage must be retained until further notice or until released in writing by the Rehabilitator, the Receiver, or their designee. A complete list of Backups, including System name or Data name, backup software, backup device(s), backup media, backup type (full, incremental, partial, etc.), backup frequency, backup retention schedule, backup rotation (onsite-to-offsite) schedule, onsite backup locations, and offsite backup locations must be provided, as well as a list of Systems or Data not backed up. Any revisions to backups are prohibited unless requested from and approved in writing by the Rehabilitator, the Receiver, or their designee;
3. **A disaster recovery plan:** This includes a complete and up-to-date Disaster Recovery / Business Continuity Plan and the date and outcome of the last Disaster Recovery test;
4. **Security incidents or system outages:** This includes a complete and up-to-date list and description of all Security Incidents that occurred in the past year impacting any Systems or Data as defined above. "Security Incidents" include unauthorized Systems access or breach; communications breach, facilities breach, unauthorized network device, unauthorized software (program, macro, etc.), compromised "Accounts," compromised UserIDs, compromised credit cards, compromised bank accounts, non-prevented viruses, malware, or ransomware, etc., loss of Data, or System outages. The Rehabilitator, the Receiver, or their designee must be notified immediately via email of all future Security Incidents as defined above;
5. **All IT. policies, procedures, and maintenance task lists:** This includes a complete and up-to-date policies, procedures, and operations and maintenance task lists for Information Technology; and



Handwritten signature of Paul D. Dejeu.

6. **24/7 access to Systems, Data and Backups:** Unrestricted, continuous physical access to all Systems, Data, Backups, wherever located, must be provided 24 hours/day, seven days/week;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any document storage or data processing service which has custody or control of any documents, records, data, data processing information or any other information relating to AHIC shall transfer custody and control of same to the Receiver; the Receiver shall compensate any such entity for the actual use of hardware and software that the Receiver deemed necessary to this proceeding; compensation shall be based upon the monthly rate provided for in contracts or leases with AHIC which were in effect when this proceeding was instituted, or based upon such contracts as may be negotiated by the Receiver, for the actual time such equipment and software is used by the Receiver;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all AHIC-Related Individuals and Entities are required to fully cooperate with the Rehabilitator and the Receiver, notwithstanding their dismissal from AHIC pursuant to this Order;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all attorneys employed or retained by AHIC as of the date of the order entered herein shall, within ten (10) day notice of this Order, report to the Receiver the name, company, claim number and status of each file they are handling on behalf of AHIC; said report shall also include an account of any funds received from or on behalf of AHIC; all attorneys described herein are hereby discharged as of the date of this Order unless the Receiver retains their services in writing; all attorneys employed by AHIC 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 AHIC shall deliver such litigation files, material, documents or records intact and without purging to the Receiver notwithstanding any claim of a retaining lien, which, if otherwise valid, shall not be extinguished by such turn-over of such documents;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Rehabilitator, Receiver or Deputy Receiver may conduct an investigation of AHIC and its parents, subsidiaries and affiliates to uncover and make fully available to the Court the true state of AHIC's financial affairs; in furtherance of this investigation, AHIC, all AHIC-Related Individuals and Entities, and any other persons shall make all books, documents, accounts, records and affairs that either belong to or pertain to AHIC available for full, free and unhindered inspection and examination



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by the Receiver during normal business hours (9:00 a.m. to 5:00 p.m.) Monday through Friday, or such other times as the Receiver deems necessary, from the date of the order entered herein; all such individuals and entities shall fully cooperate with the Rehabilitator and the Receiver; such cooperation shall include, but not be limited to, the giving of oral testimony under oath and the production of documents requested by the Receiver or required by this Order;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Commissioner as Rehabilitator and the Receiver shall be granted all legal and equitable relief as may be necessary to fulfill their duties and for such other relief as the nature of the case and the interest of AHIC's policyholders, creditors, or the public, may require; and except as expressly provided herein, nothing in this Order shall limit the powers, authority and protections granted to the Rehabilitator, Receiver or Deputy Receiver in connection with this proceeding under Louisiana law;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that, pursuant to the Louisiana Insurance Code and in the interests of justice, this proceeding, any judicial review of this matter, all records of AHIC, other documents and all insurance department files, court records and papers which are a part of this rehabilitation proceeding shall be placed under seal and remain confidential except as is necessary to obtain compliance therewith, unless and until the Court, after hearing arguments in chambers from the Commissioner and AHIC shall decide otherwise;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Access Home Insurance Company and all interested persons, appear and show cause on November 16, 2021 at 9:30 o'clock a.m., why the preliminary order of rehabilitation and injunctive relief entered in this matter on November 10, 2021 should not continue in effect and a permanent order of rehabilitation in the form of the preliminary order of rehabilitation in this matter should not be entered.

**SO ORDERED, READ AND SIGNED** at Baton Rouge, Louisiana, this 10 day of November, 2021.

  
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JUDGE, 19<sup>th</sup> JUDICIAL DISTRICT COURT  
JUDGE RICHARD "CHIP" MOORE, III

