

No Fee Pursuant to Gov't Code, § 6103

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ORIGINAL FILED
APR 06 2015
LOS ANGELES
SUPERIOR COURT

7 *Attorneys for Insurance Commissioner of the*
8 *State of California*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 **CENTRAL CIVIL WEST COURTHOUSE**

12
13 **INSURANCE COMMISSIONER OF THE**
STATE OF CALIFORNIA,

14 Applicant,

15 v.

16 **SEECCHANGE HEALTH INSURANCE**
17 **COMPANY,**

18 Respondent.

Case No. BS152302
Assigned to Hon. Amy D. Hogue

**NOTICE OF MOTION AND MOTION
FOR APPROVAL OF REINSURANCE
COMMUTATION AND SETTLEMENT
AGREEMENT WITH STARLINE USA,
LLC; MEMORANDUM OF POINTS &
AUTHORITIES AND DECLARATION
OF DICK OSHITA IN SUPPORT
THEREOF**

(Insurance Code, § 1037)

Hearing

Date: April 29, 2015

Time 9:00 a.m.

Place: Central Civil West Courthouse

Department 307

600 South Commonwealth Avenue

Los Angeles, California 90005

Trial Date: None Set

Action Filed: November 18, 2014

1 **TO HON. AMY D. HOGUE, SEECCHANGE HEALTH INSURANCE COMPANY, AND**
2 **ALL OTHER INTERESTED PARTIES:**


3 The Insurance Commissioner of the State of California (the “**Commissioner**”), in his
4 capacity as the liquidator of SeeChange Health Insurance Company (“**SeeChange**”), hereby
5 moves for an order approving a reinsurance commutation and settlement agreement between the
6 Commissioner and StarLine USA, LLC on behalf of Lloyd’s Underwriters and all its
7 predecessors, successors and subsidiaries (“**StarLine**”). A copy of the reinsurance commutation
8 agreement is attached hereto as Exhibit 1. This motion is made pursuant to Insurance Code
9 section 1037 on the ground that the requested relief is in the best interest of the policyholders and
10 creditors of SeeChange. The motion is based on this notice of motion, the attached memorandum
11 of points and authorities, the attached declaration of Dick Oshita (the “**Oshita Decl.**”), and such
12 additional evidence and argument as may be offered at the hearing on this motion.

13 **PLEASE TAKE NOTICE** that the Court will hear this motion for approval of the
14 reinsurance commutation and settlement agreement on **April 29, 2015, at 9:00 a.m.**, or as soon
15 thereafter as the matter may be heard, in Department 307 of the Superior Court of the State of
16 California, Los Angeles County, Central Civil West Courthouse located at 600 South
17 Commonwealth Avenue, Los Angeles, California. Any objection to the motion must be filed and
18 served no later than nine court days prior to the hearing.

19 Dated: April 6, 2015

Respectfully Submitted,

20 KAMALA D. HARRIS
21 Attorney General of California
22 DIANE S. SHAW
23 Supervising Deputy Attorney General

24 
25 MATTHEW C. HEYN
26 Deputy Attorney General
27 *Attorneys for Insurance Commissioner of the*
28 *State of California*

1 **MEMORANDUM OF POINTS AND AUTHORITIES¹**

2 **I. INTRODUCTION**

3 The Commissioner, in his capacity as the liquidator of SeeChange, seeks an order
4 approving the that certain Reinsurance Commutation and Settlement Agreement dated February
5 11, 2015, which is attached hereto as Exhibit 1 (the “**Commutation Agreement**”), to settle the
6 obligations and liabilities between SeeChange and StarLine. Under the Commutation Agreement,
7 StarLine will pay the Commissioner \$514,104 in exchange for a release and discharge of StarLine
8 from liabilities in connection with two reinsurance agreements.²

9 The Commissioner has concluded that the Commutation Agreement is in the best interest
10 of the policyholders and creditors of the SeeChange estate because it is a fair compromise of
11 StarLine’s disputed obligations under the reinsurance agreements. Accordingly, the motion
12 should be granted.

13 **II. BACKGROUND**

14 This case was initiated by the Commissioner’s petition and application for appointment of
15 a conservator, which he filed on November 18, 2014. On November 19, 2014, the Court entered
16 its *Stipulated Order Appointing Conservator and Restraining Order*, which appointed the
17 Commissioner as conservator of SeeChange.

18 On December 31, 2014, the Commissioner, acting as SeeChange’s conservator, filed his
19 *Notice of Application and Application for Liquidation Order and Supplemental Injunctive Relief*.
20 There were no objections to the liquidation application. On January 28, 2015, the Court entered
21 the *Liquidation Order*, which found that SeeChange was insolvent and appointed the
22 Commissioner as liquidator of SeeChange. The Liquidation Order directed the Commissioner “to
23 liquidate and wind up the business of SeeChange and to act in all ways and exercise all powers
24

25 _____
26 ¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them
in the forgoing notice of motion.

27 ² The descriptions of the commutation and settlement agreement contained in the motion
28 and this memorandum of points & authorities do not amend or supplement the commutation
agreement attached hereto as Exhibit 1, which is controlling as to its terms.

1 necessary for the purpose of carrying out this Order and the liquidation provisions of the
2 Insurance Code, Insurance Code sections 1010 *et seq.*”

3 Prior to its conservation and liquidation, SeeChange was a California corporation that
4 wrote health insurance policies in approximately 22 states. As part of its business, SeeChange
5 entered into reinsurance agreements to cover its health insurance obligations. Following his
6 appointment as SeeChange’s conservator and then its liquidator, the Commissioner continued to
7 bill reinsurers and to collect amounts due from them. (Oshita Decl., ¶ 4.) In an effort to wind up
8 SeeChange’s affairs, the Commissioner has negotiated with SeeChange’s reinsurers to commute
9 its reinsurance agreements, and to fully and finally resolve the obligations between SeeChange
10 and its reinsurers.³

11 StarLine reinsured portions of SeeChange’s health insurance liabilities and other insurance
12 liabilities as specified in Exhibit A of the Commutation Agreement. StarLine disputed some of
13 the submitted claims. (Oshita Decl., ¶ 5.) Following a mediation and further discussions, the
14 Commissioner, in his capacity as liquidator and on behalf of SeeChange and all its predecessors,
15 successors and subsidiaries, on the one hand, and StarLine, on the other hand, agreed to fully and
16 finally commute and settle all of their rights and obligations under the reinsurance contracts.
17 Under the Commutation Agreement, StarLine has agreed to make a lump sum payment of
18 \$514,104, ten days after the Court approves the Commutation Agreement. (*Ibid.*)

19 Based upon his review of this matter, the Commissioner, as liquidator of SeeChange, has
20 determined that it is in the estate’s best interest to compromise SeeChange’s claims against
21 StarLine to obtain an immediate lump sum payment and to infuse cash into the estate. The
22 Commutation Agreement was negotiated at arm’s length. The settlement provides the most cost-

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24
25 ³ In addition to the reinsurance agreements that are resolved by the Commutation
26 Agreement attached as Exhibit 1, SeeChange had (i) a reinsurance policy with StarLine for May
27 1, 2010 through April 30, 2011, (ii) reinsurance policies with Hannover Life Reassurance Co. of
28 America for May 1, 2013 through April 30, 2014 and May 1, 2014 through April 30, 2015, and
(iii) reinsurance policies with XL Reinsurance America for May 1, 2013 through April 30, 2014
and May 1 2014 through April 30, 2015. These other reinsurance agreements are not settled by
the Commutation Agreement.

1 efficient and effective means of collecting the reinsurance payments and avoids the delay and
2 expense of litigation. (Oshita Decl., ¶ 7.)

3 **III. THE COMMISSIONER HAS THE POWER AND BROAD DISCRETION**
4 **TO SETTLE CLAIMS.**

5 The Insurance Code provides that that “upon taking possession of the property and
6 business” of an insurance company, the Commissioner, as conservator or liquidator, shall have
7 several powers to operate the insurance company in conservancy or liquidation. (Ins. Code,
8 § 1037.) Among many other powers, enumerated and implied, the Commissioner, as conservator
9 or liquidator:

- 10 • “Shall have authority to collect all moneys due [to the insurance company], and to do
11 such other acts as are necessary or expedient to collect, conserve, or protect its assets,
12 property, and business, and to carry on and conduct the business and affairs of [the
13 insurance company]....” (Ins. Code, § 1037, subd. (a).)
- 14 • “Shall collect all debts due and claims belonging to [the insurance company], and shall
15 have the authority to sell, compound, compromise, or assign, for the purpose of
16 collection upon such terms and conditions as the commissioner deems best, any bad or
17 doubtful debts.” (Ins. Code, § 1037, subd. (b).)
- 18 • “Shall have authority to compound, compromise or in any other manner negotiate
19 settlements of claims against [the insurance company] upon such terms and conditions
20 as the commissioner shall deem to be most advantageous....” (Ins. Code, § 1037,
21 subd. (c).)
- 22 • “Shall have authority without notice, to acquire, hypothecate, encumber, lease,
23 improve, sell, transfer, abandon, or otherwise dispose of or deal with, any real or
24 personal property of that person at its reasonable market value” (Ins. Code,
25 § 1037, subd. (d).)

26 The goal of these statutory provisions is to give the Commissioner broad authority to do
27 what is required to effect a liquidation or conservation in a manner which best serves the public
28 interest, and the interest of policyholders and creditors. (*In re Executive Life Ins. Co.* (1995) 32

1 Cal.App.4th 344, 356 [38 Cal. Rptr. 2d 453] [“The Commissioner is an officer of the state
2 (citation omitted) who, when he or she is a conservator, exercises the state’s police power to carry
3 forward the public interest and to protect policyholders and creditors of the insolvent insurer.”].)

4 In exercising his power as conservator or liquidator, “the Commissioner is vested with
5 **broad discretion**. [Citation omitted] This discretion is subject to statutory limitations and the
6 requirement that the exercise of discretion be neither arbitrary nor improperly discriminatory.”
7 (*Ibid.* [emphasis added].) Thus, when reviewing the Commissioner’s approval of a settlement,
8 “[t]he trial court reviews the Commissioner’s actions under the abuse of discretion standard...”
9 (*Id.* at 358.) In exercising that standard, this Court must answer the following question: “[W]as
10 the action arbitrary, i.e., unsupported by a rational basis, or is it contrary to a specific statute, a
11 breach of the fiduciary duty of the conservator as trustee, or improperly discriminatory?” (*Ibid.*)

12 **IV. THE COMMUTATION AGREEMENT IS IN THE BEST INTEREST OF**
13 **THE SEECHANGE ESTATE.**

14 The Commutation Agreement is in the best interest of the policyholders and creditors of
15 SeeChange and entering into it is an appropriate exercise of the Commissioner’s discretion. The
16 terms are rational and geared toward maximizing SeeChange’s estate value and winding up its
17 affairs. (Oshita Decl. ¶¶ 4-7.) It is in the best interest of SeeChange’s policyholders and creditors
18 and the people of the State of California because: (1) the estate will immediately receive a cash
19 infusion that reflects a fair compromise of the disputed claims; (2) the commutation will reduce
20 the administrative expenses associated with billing and collecting reinsurance obligations; and (3)
21 the litigation costs of SeeChange’s liquidation will be reduced. Based on these facts the Court
22 should conclude that the Commutation Agreement is rational, is not contrary to a specific statute,
23 does not breach the Commissioner’s fiduciary duty as liquidator, and does not improperly
24 discriminate. Thus, the Court should approve it.

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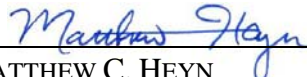
V. CONCLUSION

For the foregoing reasons, the Commissioner respectfully submits that the Court should enter the proposed order submitted herewith.

Dated: April 6, 2015

Respectfully Submitted,

KAMALA D. HARRIS
Attorney General of California
DIANE S. SHAW
Supervising Deputy Attorney General



MATTHEW C. HEYN
Deputy Attorney General
*Attorneys for Insurance Commissioner of the
State of California*

DECLARATION OF DICK OSHITA

I, Dick Oshita, declare:

1. I am over 18 years old. I have personal, first-hand knowledge of the facts set forth in this declaration. If called upon to do so, I could and would testify to the facts set forth below.

2. I am a Reinsurance Manager for the California Insurance Commissioner’s Conservation & Liquidation Office (“CLO”). I have over 25 years of experience in handling reinsurance matters. I have been employed by the CLO since February 16, 2002.

3. I have been responsible for overseeing the reinsurance contracts of SeeChange Health Insurance Company (“SeeChange”) since the beginning of its liquidation in January 2015. These reinsurance contracts include the reinsurance agreements between SeeChange and StarLine USA, LLC (“StarLine”), which are set forth on Exhibit A to that certain Reinsurance Commutation and Settlement Agreement dated February 11, 2015 (the “Commutation Agreement”), a true and correct copy of which is attached hereto as Exhibit 1.

4. Prior to its insolvency, SeeChange had entered into a number of reinsurance agreements with various reinsurers to cover its health insurance obligations. The reinsurers’ obligations under the reinsurance agreements with SeeChange become payable over time, after SeeChange allowed, or the state insurance guaranty associations paid, the underlying health insurance claims. Following SeeChange’s liquidation, the CLO continued to bill and to collect reinsurance proceeds due to SeeChange from its reinsurers, for the benefit of the SeeChange estate.


5. StarLine disputed whether it was obligated to pay certain claims that were submitted to SeeChange in the May 1, 2012 to April 30, 2013 contract year. In December 2014, representatives from StarLine and the CLO attended a mediation in Minnesota to resolve the disputed claims. Although no resolution occurred at the mediation, after subsequent discussions, the Commissioner and StarLine were able to reach an agreement. Subject to this Court’s approval, the Insurance Commissioner and StarLine have agreed to fully and finally resolve all of their rights and obligations under the reinsurance contracts between StarLine and SeeChange for an immediate lump sum of \$514,104 payable within 10 business days after the approval of the

1 Commutation Agreement by the Court. A true and correct copy of the Commutation Agreement
2 is attached hereto as Exhibit 1. The settlement amount constitutes a fair compromise of the
3 disputed claims. The compromise will avoid the delay and costs of any further litigation.

4 6. I negotiated the Commutation Agreement. The Commutation Agreement was
5 negotiated at arm's length and in good faith.

6 7. The Commutation Agreement is a fair and reasonable resolution of StarLine's
7 liabilities to SeeChange because StarLine will pay an amount that reflects a fair compromise of
8 the disputed claims and the SeeChange estate will avoid costly litigation. The settlement terms
9 provide the most cost-efficient and effective means of resolving reinsurance collections and avoid
10 administrative costs. Accordingly, the Commutation Agreement is in the best interest of the
11 SeeChange estate, its policyholders and other creditors.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct.

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15 Date: 3/12/2015 
16 Dick Oshita

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EXHIBIT 1

Our Mission

On behalf of the Insurance Commissioner, the CLO acts to rehabilitate and/or liquidate, under Court supervision, troubled insurance enterprises. The CLO operates as a fiduciary for the benefit of claimants, handling the property of the failed enterprises in a prudent, cost-effective, fair, timely, and expeditious manner.



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REINSURANCE COMMUTATION AND SETTLEMENT AGREEMENT

THIS REINSURANCE COMMUTATION AND SETTLEMENT AGREEMENT (this “Agreement”) is entered into this 11th day of February, 2015, by and between Dave Jones, Insurance Commissioner of the State of California, in his capacity as Liquidator (the “Liquidator”) of and on behalf of SeeChange Health Insurance Company and all its predecessors, successors and subsidiaries, (hereinafter collectively referred to as “SeeChange”) and StarLine USA, LLC, Lloyd’s Correspondent, on Behalf of Lloyd’s Underwriters and all its predecessors, successors and subsidiaries (hereinafter collectively referred to as (“StarLine” or “Reinsurer”).

WHEREAS, SeeChange and StarLine entered into certain reinsurance agreements (referred to hereinafter as the “Contracts”) more particularly described in Exhibit A attached hereto; and

WHEREAS, StarLine and the Liquidator desire to terminate the Contracts and fully and finally settle and commute all of their rights, privileges, duties, obligations and liabilities under the Contracts and to fully and completely release and discharge one another, except as provided in Section II below.

NOW, THEREFORE, the Liquidator and StarLine hereby agree as follows:

I. Payment from StarLine to SeeChange

Upon execution of this Agreement, notice as set forth in Section V, and approval by the Superior Court of the State of California in and for the County of Los Angeles (“SeeChange Liquidation Court”), StarLine agrees to pay the Liquidator on behalf of SeeChange, the sum of \$514,104.00 (the “Payment”) within ten (10) days of receiving a signed copy of this Agreement and the notice of the SeeChange Liquidation Court’s approval hereof. After ten (10) days, interest will accrue at 5% per annum until payment is received by the Liquidator.

II. StarLine’s Claim to any Salvage and Subrogation

The parties further agree that Article 14 (Additional Limitations of Reinsurance) of the Contracts shall be applied as follows:

Reinsurer shall be entitled to 75% (seventy-five percent) of any potential salvage and subrogation recovery that is actually received by the Liquidator. However, it is at the Liquidator’s sole discretion whether to pursue and/or settle any salvage and subrogation recovery rights, subject to the third paragraph below.

If the Liquidator chooses to pursue such rights, Reinsurer’s 75% entitlement shall be based on net recovery by the Liquidator, i.e., net of legal and administrative expenses it incurred in pursuit of such rights.

If the Liquidator chooses not to pursue subrogation and/or recovery rights, Reinsurer may enforce any right Liquidator or Reinsurer may have to pursue Subrogation / Reimbursement against or in the name of the Covered Person in accordance with the applicable Contracts, but may only do so in the name of the Covered Person or in Reinsurer’s own name. Reinsurer may not bring any action in the name of the Liquidator or SeeChange.

III. Releases and Dismissal

A. In consideration of the Payment, effective upon receipt of said Payment, the Liquidator hereby releases and discharges StarLine, their officers, deputies, directors and

shareholders, and its attorneys, agents, administrators, successors and assigns, from any and all liabilities and obligations arising under or related to the Contracts, whether known or unknown, reported or unreported, and whether currently existing or arising in the future, including, but not limited to, all claims, obligations, offsets, debts, demands, actions, causes of action, suits, sums of money, covenants, contracts, controversies, agreements, reckonings, bonds, bills, promises, doings, omissions, damages, judgments, costs, expenses, losses, adjustments, accounts, representations and warranties whatsoever, which the Liquidator ever had, now has or hereafter may have against StarLine by reason of any matter arising out of or relating to the Contracts, or StarLine's administration thereof.

Additionally, the Liquidator fully understands and expressly waives his rights and benefits under Section 1542 of the California Civil Code or under any similar provision of law. Section 1542 of the California Civil Code provides in relevant part:

Dew
The Liquidator's Initials

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

B. In consideration of the execution of this Agreement by the Liquidator and the releases contained herein, StarLine hereby releases and discharges the Liquidator and SeeChange, their officers, deputies, directors and shareholders, their attorneys, agents, administrators, successors and assigns, from any and all liabilities and obligations arising under or related to the Contracts, whether known or unknown, reported or unreported, and whether currently existing or arising in the future, including, but not limited to, all claims, obligations, offsets, debts, demands, actions, causes of action, suits, sums of money, covenants, contracts, controversies, agreements, reckonings,

rights of rescission, bonds, bills, promises, doings, omissions, damages, judgments, costs, expenses, losses, adjustments, accounts, representations and warranties whatsoever, which StarLine ever had, now has or hereafter may have against the Liquidator and/or SeeChange by reason of any matter arising out of the Contracts.

Additionally, StarLine fully understands and expressly waives its rights and benefits under Section 1542 of the California Civil Code or under any similar provision of law.

Section 1542 of the California Civil Code provides in relevant part:



StarLine initials

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

IV. Remedies

In the event of a breach of this Agreement or should consideration fail for any reason, the Liquidator shall have all rights and remedies available at common law. In addition, in either of such events, the Liquidator shall have the right to exercise any of the following remedies: a) the right to bring suit on this Agreement for the amount due under this Agreement plus attorneys' fees, costs, and interest; b) the right to deem this Agreement null and void and to seek recovery of all sums due or to become due under the Contracts. All remedies shall be cumulative; except neither party shall be entitled to a double recovery.

In the event either party seeks to enforce any of the terms of this Agreement, StarLine agrees to submit to the summary procedure jurisdiction of the SeeChange Liquidation Court as established by California Insurance Code Sections 1010, *et seq.*, including Sections 1037 and 1058. The SeeChange Liquidation Court shall have jurisdiction over all other matters arising out of or relating to this Agreement.

V. Court Approval and Notice

- A. Notwithstanding any other provision hereof, all of the provisions of this Agreement are subject to this Agreement being finally approved by the SeeChange Liquidation Court. In the event such Court fails or refuses to approve this Agreement, then all of the provisions shall be null and void.
- B. The Liquidator shall forthwith seek and urge approval of this Agreement from the SeeChange Liquidation Court and this Agreement shall be filed with the Court.
- C. Notice of this Agreement and the approval thereof by the SeeChange Liquidation Court shall be given by the Liquidator to all parties deemed necessary or appropriate by the Court.

VI. General

- A. The Liquidator and StarLine further acknowledge that this Agreement is made solely for the consideration specified herein, without reliance on any statement, warranties, or representation of the Liquidator or StarLine or their respective agents or representatives.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their officers, directors, subsidiaries and respective successors and assigns.
- C. This Agreement shall constitute the entire agreement between the parties and may not be amended except by written amendment executed by each of the parties.
- D. This Agreement may be executed and delivered in multiple counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and agreement. Scanned and emailed executed copies of this Agreement shall be fully valid as originals.
- E. This Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of California.

IN WITNESS WHEREOF, the Liquidator and StarLine execute this Agreement by their duly authorized representatives and officers.

STARLINE USA, LLC.:

In Rock Hill, S.C.
on this 10~~th~~ day of
February, 2015.

StarLine USA, LLC, Lloyd's Correspondent,
on behalf of Lloyd's Underwriters and all its
predecessors, successors and subsidiaries.

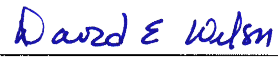
By: 

Dale Vaughan
Executive Vice President

LIQUIDATOR:

In San Francisco, California,
on this 11th day of
February, 2015.

Dave Jones, Insurance Commissioner of the
State of California, in his capacity as Liquidator
of and on behalf of SeeChange Health Insurance
Company.

By: 

David Wilson
Special Deputy Insurance
Commissioner

EXHIBIT A

Treaty Year	Treaty Name	StarLine Ref. #:	SeeChange Ref. #:	Layer and Participation
May 1, 2012 through April 30, 2013	Medical Excess of Loss Reinsurance Contract	1072C0512	same	100%
May 1, 2011 through April 30, 2012	Medical Excess of Loss Reinsurance Contract	1072C0511	same	100%
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DECLARATION OF SERVICE BY E-MAIL and OVERNIGHT COURIER

Case Name: **Insurance Commissioner of the State of California v. SeeChange Health
Insurance Company**

No.: **BS152302**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is: 300 South Spring Street, Suite 1702, Los Angeles, CA 90013. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for overnight mail with the **Fed Ex overnight company**. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the overnight courier that same day in the ordinary course of business.

On April 7, 2015, I served the attached **NOTICE OF MOTION AND MOTION FOR APPROVAL OF REINSURANCE COMMUTATION AND SETTLEMENT AGREEMENT WITH STARLINE USA, LLC; MEMORANDUM OF POINTS & AUTHORITIES AND DECLARATION OF DICK OSHITA IN SUPPORT THEREOF** by transmitting a true copy via electronic mail. In addition, I placed a true copy thereof enclosed in a sealed envelope, in the internal mail system of the Office of the Attorney General, for overnight delivery, addressed as follows:

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on April 7, 2015, at Los Angeles, California.

Linda Richardson

Declarant



Signature

SERVICE BY E-MAIL

Case Name: **Insurance Commissioner of the State of California v. SeeChange Health
Insurance Company**
No.: **BS152302**

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OVERNIGHT COURIER

Case Name: **Insurance Commissioner of the State of California v. SeeChange Health
Insurance Company**
No.: **BS152302**

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