

3. Glen Mulready is the Insurance Commissioner of the State of Oklahoma, and as such is charged with the duty of administering and regulating the state's insurance industry.

4. Go Insurance is an Oklahoma domesticated insurance company, whose business practices qualify it as an "insurer" pursuant to Oklahoma law, and is subject to the insurance regulatory/supervisory authority of, or to liquidation, rehabilitation, reorganization or conservation by, the Oklahoma Insurance Commissioner pursuant to 36 O.S. § 1901(2).

5. The Receiver filed an *Application for Order of Liquidation and Notice of Opportunity to Object and Notice of Hearing* on February 14, 2024 and properly served counsel for Go Insurance. Pursuant to 36 O.S. § 1938, no objection to the Application was filed within fourteen days of the filing of the Application, the Court enters this Order without a hearing.

6. On November 9, 2023, the State of Oklahoma, ex rel. Glen Mulready, Insurance Commissioner, filed herein his *Application for Order Directing Insurer to Show Cause and Request for Injunctive Relief*.

7. Pursuant to the Court's December 19, 2023 *Agreed Order Placing Go Insurance into Receivership, Appointing Receiver, Granting Injunctive Relief and Order for Rehabilitation* ("Receivership Order") the Court directed that Go Insurance be placed in receivership; appointed Glen Mulready, Oklahoma Insurance Commissioner, as statutory Receiver; and directed the Receiver to rehabilitate the Company.

8. Pursuant to 36 O.S. § 1910 (B), the Receiver may apply to the Court for an Order of Liquidation if at any time he deems that further efforts to rehabilitate the insurer would be useless.

9. Pursuant to 36 O.S. §§ 1905 and 1906, the Receiver may apply to the Court for an Order directing the Receiver to liquidate the business of Go Insurance upon the showing of specified grounds, including that the insurer is insolvent; and/or is in a condition such that the continued operation would be hazardous to the policyholders, creditors or the general public. Go Insurance currently meets all of the aforesaid criteria.

10. Pursuant to 36 O.S. § 1911, an Order to liquidate the business of a domestic insurer shall direct the Receiver forthwith to take possession of the property of the insurer, to liquidate its business, to deal with the insurer's property and business in the Receiver's own name or in the name of the insurer, as the Court may direct, and to give notice to all creditors who may have claims against the insurer to present such claims.

11. The Receiver (and/or the Assistant Receiver) has taken custody of and accounted for the books and records and remaining assets of Go Insurance since entry of the *Agreed Order Placing Go Insurance into Receivership, Appointing Receiver, Granting Injunctive Relief and Order for Rehabilitation*.

12. The Receiver has actively attempted to rehabilitate Go Insurance. The Receiver has determined that Go Insurance cannot be rehabilitated. Further, the expenditure/dissipation of estate assets makes it prohibitive to continue rehabilitation.

13. The continued effort to rehabilitate Go Insurance will result in the further depletion of limited remaining assets to the detriment of Go Insurance, and ultimately to the detriment of Go Insurance policyholders, creditors and the public.

14. Sufficient cause and evidence exists for the entry of the Order of Liquidation against Defendant Go Insurance, including the fact that Go Insurance is statutorily insolvent.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, THAT:

1. This Order of Liquidation is hereby entered as to and against Go Insurance. This Order is a final order.

2. Go Insurance is statutorily insolvent.

3. Go Insurance has failed to demonstrate to the satisfaction of the Receiver that it is capable of making good an impairment of capital or surplus, or both. The condition of Go Insurance is such that the continued operation would be hazardous to the policyholders, creditors or the general public. The continued effort to rehabilitate Go Insurance will result in the further depletion of limited assets to the detriment of Go Insurance, and ultimately to the detriment of Go Insurance policyholders and creditors, and the public.

4. Efforts by the Receiver to rehabilitate Go Insurance have not been successful. Further, the expenditure/burn rate of limited assets makes it prohibitive to continue rehabilitation.

5. All direct policies not previously cancelled, non-renewed or otherwise terminated and/or certificates of insurance heretofore issued by Go Insurance are hereby cancelled upon the following terms. The termination of policies set forth herein supercedes the Court's Order Authorizing the Non-Renewal of Policies entered February 6, 2024 and any contractual or statutory provisions pertaining to the renewal or cancellation of policies :

a. All direct policies and/or certificates of insurance which may give rise to "covered claims" as defined and set forth in the Oklahoma Property and Casualty Insurance Guaranty Association Act, 36 O.S. §§ 2001, et seq., or which may give rise to "covered claims" of a similar organization in any other state, as defined by the provisions of such

similar statute in any such other state, shall be cancelled on the earliest of:

(i) At 12:01 a.m., local time of the insured or policyholder of any such direct policy and/or certificate of insurance, on the thirty-first (31) day following the date of entry of this Order of Liquidation; or

(ii) Upon the expiration of any such direct policy and/or certificate of insurance, if the expiration date is within thirty (30) days from the date of entry of this Order of Liquidation; or

(iii) Upon the date requested by the insured or policyholder of any such direct policy and/or certificate of insurance pursuant to policy provisions, if the requested cancellation date is within thirty (30) days following the date of entry of this Order of Liquidation.

b. All other direct policies and/or certificates of insurance issued by Go Insurance shall be cancelled effective as of the date of entry of this Order of Liquidation.

c. Further, the continuation of the policies until the dates specified above is contingent upon premium payments continuing to be paid when due during the post-liquidation cancellation period, without regard to any pre-liquidation offsets (if allowable by law) for deposits claimed to be held by Go Insurance or its parent holding company or agent(s); otherwise the policy shall cancel/terminate upon non-payment of premium pursuant to policy provisions.

d. In the event a policy is deemed to have lapsed as of the entry of the Order of Liquidation or within thirty (30) days following the date of entry of the Order of Liquidation, such policy will not be reinstated.

6. The Receiver is hereby vested with all powers, rights and authority, express or

implied, under the provisions of the OUILA, 36 O.S. §§ 1901 et seq., in order to liquidate Go Insurance.

7. The Receiver is hereby vested by operation of law with title to all of the property, accounts, assets, contracts, rights of action and all of the books and records of Go Insurance wherever located, now or hereafter discovered.

8. Pursuant to 36 O.S. § 1911, the Receiver shall forthwith take possession of the property of Go Insurance, shall liquidate its business, shall deal with Go Insurance property and business in the Receiver's own name as statutory Receiver and/or in the name of Go Insurance, and shall give notice to all creditors who may have claims against Go Insurance to present such claims.

9. Pursuant to 36 O.S. § 1930, the Court hereby sets a one hundred eighty (180) day claims filing period for claimants to submit claims to the Receiver. The claims filing deadline shall be one hundred eighty (180) days from the date of entry of this Order. The Receiver shall notify all persons who may have claims against Go Insurance of this claims filing deadline. The notice shall be given in a manner approved by the Court. Proofs of claim may be submitted after the claims filing deadline, but no such claim shall share in the distribution of the assets until all allowed claims, proofs of which have been submitted before that date, have been paid in full with interest in accordance with Oklahoma law.

10. Pursuant to 36 O.S. § 1925, the rights and liabilities of Go Insurance and of its creditors, policyholders, stockholders, members, subscribers, and all other persons interested in its estate shall be fixed as of the date of entry of this Order of Liquidation, subject to the provisions otherwise set forth herein and/or within the OUILA with respect to the rights of

claimants holding contingent claims.

11. With respect to claimants holding contingent claims, including causes of action against Go Insurance or Go Insurance insureds, the provisions of 36 O.S. § 1929 shall govern said claimants' rights in this liquidation proceeding.

12. Any and all banks, brokerage houses, financial institutions and any and all other companies, persons or entities having knowledge of and/or presented with a copy of this Order and having in its possession accounts or any other assets which are, or may be, the property of Go Insurance are restrained from disbursing or disposing of said accounts or assets, and are further restrained from disposing of or destroying any records pertaining to any business transaction between Go Insurance; and such banks, brokerage houses, financial institutions, companies, persons or entities having done business or doing business with Go Insurance or having in its possession assets and/or records which are, or may be, the property of Go Insurance are ordered to immediately deliver any and all such assets and/or records to the Receiver.

13. All agents, brokers and fronting companies of Go Insurance and their respective agents, servants, representatives and employees, and all other persons having knowledge of and/or presented with a copy of this Order are restrained from returning any unearned premiums or any money in their possession, or under their control, collected from premiums upon policies, contracts or certificates of insurance or reinsurance previously issued by Go Insurance to policyholders or others; and all such agents, servants, representatives and employees are directed to turn over all such funds in their possession or under their control, including any premium or money to which they may hereafter acquire possession or control,

to the Receiver in gross and not net of any commissions which may be due thereon.

14. The authority of the Go Insurance officers and directors is hereby revoked as of the date of filing this Order. Go Insurance and each of its respective officers, employees, directors, trustees, stockholders, shareholders, members, subscribers, agents, representatives, and all other persons, are hereby permanently enjoined and prohibited from transacting any further business of Go Insurance; and are further permanently enjoined and prohibited from wasting, transferring, selling concealing, destroying, disbursing, disposing of, or assigning any assets, contracts, causes of action, funds, records, correspondence, memoranda, or any other documents or other property of Go Insurance, or any of its respective affiliates, or interfering with the Receiver and/or these receivership proceedings.

15. Go Insurance, and both its former and current respective officers, employees, directors, affiliates, trustees, stockholders, shareholders, members, subscribers, enrollees, insurers, reinsurers, agents, representatives, contractors, subcontractors and all other persons, are hereby directed to assign, transfer and deliver any/all amounts owed to and/or property or records of Go Insurance to the Receiver.

16. All persons and entities (including secured creditors, unsecured creditors, claimants and/or litigants) are hereby enjoined and prohibited from wasting, transferring, selling, concealing, destroying, disbursing, disposing and assigning, in any manner, the assets and/or property of Go Insurance; and are further permanently enjoined and prohibited from prosecuting any pending action or litigation involving Go Insurance (whether as a plaintiff or defendant or insurer/indemnitor thereto); obtaining any preferences, judgments, attachments, or other liens against Go Insurance; making any levy against Go Insurance or against its assets

or any part thereof; or interfering with the Receiver and/or these receivership proceedings.

17. The Receiver is hereby vested by operation of law to assert and prosecute common claims on behalf of policyholders and creditors of the estate.

18. As Receiver, the Insurance Commissioner may appoint one or more assistant commissioners or receivers to act for him and may employ such counsel, clerks, and assistants as he deems necessary. The Receiver's selection of Donna Wilson as Assistant Receiver and the Law Firm of Riggs, Abney, Neal, Turpen, Orbison and Lewis as Counsel for the Receiver, are hereby approved and reaffirmed. The Receiver's use of state employees in connection with this action is hereby approved and reaffirmed, and reimbursement to the Oklahoma Insurance Department for the actual cost to the Department of the salary and benefits of such employees is hereby approved as a Class 1 expense of the estate. The compensation of the assistant commissioners or receivers, counsel, clerks, or deputies, and all expenses of taking possession of Go Insurance, and of conducting the proceedings shall be fixed by the Receiver, subject to approval of this Court, and shall be paid out of the funds or assets of Go Insurance, as deemed appropriate/necessary by the Receiver and approved by the Court. Within the limits of duties imposed upon them, any assistant receiver shall possess all of the powers given to the Receiver and, in the exercise of those powers, shall be subject to all of the duties, powers and limitations imposed upon the Receiver with respect to these proceedings, pursuant to 36 O.S. § 1914(F).

19. If any legal action is commenced against the Insurance Commissioner, Receiver, assistant commissioners or receivers, retained counsel, deputies, and/or any of their employees or personnel, whether personally or in an official capacity, alleging property

damage, property loss, personal injury, or other civil liability caused by or resulting from any alleged act, error, or omission of any such person, the Insurance Commissioner, Receiver, assistant commissioners or receivers, deputies, retained counsel, and/or any of their employees or personnel shall be immune from liability and indemnified as defined and set forth under 36 O.S. § 1937.

20. Until further order of the Court, no obligation, claim or debt of or against Go Insurance shall be paid except those which the Receiver deems to be necessary or appropriate to facilitate the taking of possession or commencement/furtherance of the liquidation of Go Insurance. Except as provided for herein, no distribution of the property/assets of Go Insurance will be made without approval of the Court.

21. Any amounts recovered or recoverable from a contractor, reinsurer, or other insurer of Go Insurance shall not be reduced as a result of this Order or this delinquency proceeding.

22. All rights, duties and powers of the Receiver set forth in the Receivership Order are reaffirmed. All findings and rulings of the Court set forth in the Receivership Order are reaffirmed.

23. The permanent and temporary injunctive relief entered by the Court in its Receivership Order shall remain in effect as set forth and provided for therein and/or as set forth herein.

24. The Court further enjoins and orders that all claims and/or proceedings in which Go Insurance, its policyholder(s), or any Guaranty Association (in this state or another state in which Go Insurance is licensed) is a party shall be stayed one hundred (120) days (or the

time period set forth in any similar statute in other states) from the date of this Order of Liquidation to permit proper legal action by the Guaranty Association on any matters germane to its powers and duties. As to judgment under any decision, order, verdict or finding based on default, the Guaranty Association may apply to have such judgment set aside by the same court that made such judgment and shall be permitted to defend against such suit on the merits.

25. All expenses of these proceedings shall be taxed and assessed against Go Insurance as approved by the Court.

26. Pursuant to 36 O.S. § 1923, the Insurance Commissioner, as Receiver, shall not be required to pay any fee to any public officer in this state for filing, recording, issuing a transcript or certificate or authenticating any paper or instrument pertaining to the exercise by the Insurance Commissioner, as Receiver, of any of the powers or duties conferred upon him, whether or not such paper or instrument be executed by the Insurance Commissioner or his assistants, deputies, employees or attorneys of record and whether or not it is connected with the commencement of any action or proceeding by or against the Insurance Commissioner, or with the subsequent conduct of such action or proceeding.

27. Unless otherwise ordered by the Court, any violations of this Order or the injunctive relief set forth herein shall be deemed a contempt of Court and shall subject the violating party to such penalties as allowed by law.

Signed the 7 day of March, 2024.

SHEILA D. STINSON

SHEILA STINSON
JUDGE OF THE DISTRICT COURT


CERTIFIED COPY
AS FILED OF RECORD
IN DISTRICT COURT

MAR - 8 2024

RICK WARREN COURT CLERK
Oklahoma County

Rick Warren

APPROVED:


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GLEN MULREADY, INSURANCE
COMMISSIONER, AS RECEIVER OF
GO INSURANCE COMPANY

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of March, 2024, a true and correct copy of the foregoing instrument was emailed to:

Oklahoma Receivership Office
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dcrowe@okaro.org

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