

FILED
04-24-2020
CIRCUIT COURT
DANE COUNTY, WI
2019CV001209

EXHIBIT G

Affidavit of First Class Mailing

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

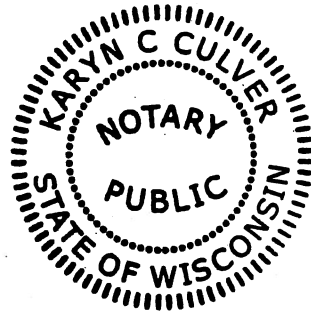
I, Levi A. Olson, being first duly sworn upon oath, deposes and states as follows:

1. I am employed by the Office of the Commissioner of Insurance of the State of Wisconsin as an Insurance Financial Examiner Chief, and make this affidavit on personal knowledge.
2. On May 31, 2019, I mailed a true copy of a Second Notice of Liquidation of Northwestern National Insurance Company of Milwaukee, Wisconsin, and a Captive Insurer Assignment to 2 persons and entities named in the attached. These mailings were being sent because the recipients did not respond to the first notice that was mailed on May 6, 2019.
3. I mailed the document(s) by enclosing the same in an envelope, postage paid, and depositing it in an official depository under the care and custody of the either the United States Postal Service.
4. I have attached a true copy of the document(s) mailed.

Levi Olson
Signature of Affiant

Subscribed and sworn to before me
this 3 day of JUNE, 2019

Karyn C. Culver
Print Name: KARYN C. CULVER
Notary Public, State of Wisconsin
My Commission: JANUARY 21, 2022



Affidavit of Witness to First Class Mailing

STATE OF WISCONSIN)
)
COUNTY OF DANE) ss.

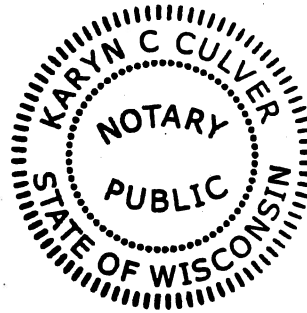
I, Terry J. Lorenz, being first duly sworn upon oath, deposes and states as follows:

- 1. I am employed by the Office of the Commissioner of Insurance of the State of Wisconsin as an Insurance Financial Examiner, and make this affidavit on personal knowledge.
2. On May 31, 2019, I accompanied Levi A. Olson to a United States Post Office drop box in Madison, Wisconsin, and there witnessed that he personally deposited a total of 2 postage-paid first class letters, which he represented to be Second Notice of Liquidation and Captive Insurer Assignment form for Northwestern National Insurance Company of Milwaukee, Wisconsin.

[Handwritten signature]
Signature of Affiant

Subscribed and sworn to before me
this 3 day of JUNE, 2019

[Handwritten signature]
Print Name: KARYN C. CULVER
Notary Public, State of Wisconsin
My Commission: JANUARY 21, 2022



NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN

SECOND NOTICE

NOTICE OF LIQUIDATION OF NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN

**TO: CAPTIVE REINSURERS OF NORTHWESTERN NATIONAL INSURANCE COMPANY OF
MILWAUKEE, WISCONSIN**

You received a notice that on May 2, 2019, Northwestern National Insurance Company of Milwaukee, WI ("Northwestern National") has been ordered into liquidation upon the filing of the Petition of the Wisconsin Office of the Commissioner of Insurance. Attached is a copy of the original notice. The Court appointed Wisconsin Commissioner of Insurance, Mark V. Afable, and his successors in office or as Liquidator, and Amy J. Malm, as Special Deputy Liquidator for Northwestern National.

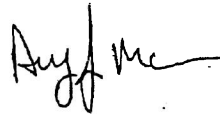
As a captive reinsurer of Northwestern National, your liability to Northwestern National is not reduced as a result of the Liquidation Order. Pursuant to the Liquidation Order and Wisconsin Statute § 645.58, you were provided two options to satisfy your liability by May 17, 2019, which are as follows:

- (a) Send complete copies of all open claim files to NNIC. In addition, you are required to include a report to the Liquidator with each payment made sufficient to provide the Liquidator with the information necessary to pay the claim and update the claims file; or
- (b) Enter into a written agreement with the Liquidator to fully and finally assume the obligations under the captive reinsurance arrangements and to administer the claims and make payments directly to the insured or claimant, as applicable. Attached please find a copy of an agreement to review and execute to assume the obligation. **If you would like to pursue this option and have questions regarding the attached agreement, please contact the Liquidator to discuss.**

To-date, the Liquidator has not received any communication from you that indicates how you intend to continue to handle your liability to Northwestern National based on the Liquidation Order.

**PLEASE CONTACT THE LIQUIDATOR IMMEDIATELY TO DISCUSS YOUR OBLIGATIONS.
FAILURE TO DO SO MAY RESULT IN FURTHER COURT ACTION.**

Sincerely,



Amy J. Malm, Special Deputy Liquidator Northwestern
National Insurance Company of Milwaukee, Wisconsin

NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN

NOTICE OF LIQUIDATION OF NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN

**TO: CAPTIVE REINSURERS OF NORTHWESTERN NATIONAL INSURANCE
COMPANY OF MILWAUKEE**

LIQUIDATION ORDER

Northwestern National Insurance Company of Milwaukee, Wisconsin (Northwestern National), a property and casualty insurer domiciled in Wisconsin that maintains its main administrative office at 8200 Beckett Park Drive, Suite 201, West Chester, Ohio 45069, and its statutory home office at 33 East Main Street, Suite 900, Madison, Wisconsin 53703, was placed in liquidation on May 2, 2019 by order of Dane County Circuit Court, State of Wisconsin.

LIQUIDATION

The Court appointed Wisconsin Commissioner of Insurance, Mark V. Afable, and his successors in office or as Liquidator, and Amy J. Malm, as Special Deputy Liquidator for Northwestern National.

LOCATION OF OPERATIONS

Amy J. Malm
Special Deputy Liquidator
Northwestern National Insurance Company of Milwaukee, Wisconsin
Office of the Commissioner of Insurance
P. O. Box 7873
Madison, Wisconsin 53707-7873
Telephone: (608) 261-8562
E-Mail: ocinnicliquidation@wisconsin.gov

PRINCIPAL LINES OF INSURANCE

Prior to its entering run-off in 1986, Northwestern National conducted a full range of commercial and personal lines of business, including commercial multiple peril, homeowners, worker's compensation, other liability, ocean marine, inland marine, accident and health, farm owners, medical malpractice, and auto liability and physical damage, among other lines of business. At present, claims consist principally of accident and health, worker's compensation, and environmental and asbestos liability.

POLICY CANCELLATION

Under the Liquidation Order, all insurance policies issued by Northwestern National Insurance Company of Milwaukee, Wisconsin will be terminated at the earliest of the following dates:

- a) May 17, 2019
- b) The normal date for the expiration of coverage; or

Captive Reinsurers

Notice of Liquidation of Northwestern National Insurance Company of Milwaukee, Wisconsin

May 2, 2019

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- c) Until Northwestern National has replaced the insurance coverage with equivalent insurance in another insurer; or
- d) Until the Liquidator has effected a transfer of the policy obligation pursuant to §645.46(8), whichever time is less.
- e) The only policies affected by the termination provided by the Liquidation Order were guaranteed renewable accident and health insurance policies. All other policies terminated in accordance with their stated expiration date.

REINSURANCE COVERAGE

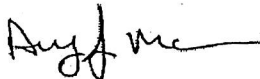
1. As a captive reinsurer of Northwestern National, your liability to Northwestern National is not reduced as a result of the Liquidation Order. You are required under the Liquidation Order and pursuant to Wisconsin Statute § 645.58 (1), to take one of the following actions and to inform the Liquidator of the action chosen no later than fifteen (15) days of the Liquidation Order:

- a) The captive reinsurer shall send complete copies of all open claim files to NNIC for all such claims no later than 15 days after the date of the Liquidation Order. In addition, the captive reinsurer shall include a report to the Liquidator with each payment made sufficient to provide the Liquidator with the information necessary to pay the claim and update the claims file, or
- b) Enter into a written agreement with the Liquidator to fully and finally assume the obligations under the captive reinsurance arrangements and to administer the claims and make payments directly to the insured or claimant, as applicable.

If the captive reinsurer chooses to return the claims, they are required to continue payments for 30 days to allow an orderly transition.

Attached is an agreement in which the captive reinsurer agrees to assume the direct policy obligations of Northwestern National. If a captive reinsurer would like to assume the obligations of the Northwestern National policy, please execute the agreement attached to this notice and return it to the Liquidator at the address above within ten (10) days of this letter.

Sincerely,



Amy J. Malm, Special Deputy Liquidator
Northwestern National Insurance Company
of Milwaukee, Wisconsin

CAPTIVE REINSURER of NORTHWESTERN NATIONAL INSURANCE COMPANY INSURER ASSUMPTION AGREEMENT

This Captive Reinsurer Assumption Agreement ("Agreement") is entered into this _____ day of _____ 2019, by and between the Wisconsin Office of the Commissioner of Insurance and Mark Afable as appointed Liquidator ("Liquidator") of Northwestern National Insurance Company ("Northwestern National"), and _____ ("Captive Reinsurer"), who entered into an reinsurance agreement with Northwestern National under the following policies _____.

RECITALS

1. The Liquidator and the Captive Reinsurer agree that as of the date this Agreement is executed by both parties, the Captive Reinsurer will assume all direct policy obligations of Northwestern National as direct obligations of the captive reinsurer for the following policies.

In assuming the obligations of Northwestern National, the Captive Reinsurer shall be responsible for making direct payments to the policyholder or claimant for all claims payments and such claim payments by the captive reinsurer shall extinguish the liability of Northwestern National pursuant to Wis.Stat. § 645.58.

2. In assuming Northwestern National's obligations for the policies listed in paragraph 1., the captive reinsurer agrees that they are responsible for investigating, adjusting and litigating any claim for coverage. Northwestern National shall not be responsible for any loss adjustment expenses or any other costs associated with determining coverage for a claim under a policy that has been assumed by the captive reinsurer.
3. If the Captive Reinsurer becomes insolvent or enters rehabilitation per a Court Order, the Captive Reinsurer agrees to send the Court Order to the Wisconsin Office of Commissioner of Insurance, attention Amy Malm, at the address below within five days of the Court Order:

**Amy Malm
Special Deputy Liquidator for
Northwestern National Insurance Company of Milwaukee, Wisconsin
Office of the Commissioner of Insurance
P. O. Box 7873
Madison, Wisconsin 53707-7873**

4. This Agreement will be binding on the Captive Reinsurer, its successors and all future Commissioners of the Wisconsin Office of the Commissioner of Insurance.
5. Any legal action and payments either through settlement or final verdict ("Payment") that arise from a policy for the failure of the Captive Reinsurer to make claims payments per this Agreement will be the full responsibility of the Captive Reinsurer, and the Captive Reinsurer agrees to fully indemnify the Wisconsin Office of the Commissioner of Insurance for any Payment including reasonable legal fees.

- 6. If the Captive Reinsurer fails to make a payment to a policyholder or claimant that results in claim to the estate of Northwestern National, the Captive Reinsurer will be responsible to reimburse the full amount of any payment made by the Liquidator for such a claim along with a ten percent (10.0%) penalty.
- 7. In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect any other provision of this Agreement and the remaining covenants, restrictions and provisions hereof shall remain in full force and effect.
- 8. This Agreement shall be binding upon both parties and any the provisions of the Agreement may be waived, altered, amended or repealed, in whole or in part, only by the written consent of both parties to this Agreement.
- 9. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, wither oral or written, between the parties with respect to the subject matter of this Agreement.
- 10. The failure of either party to demand, in any one or more instances, performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of any right granted under this Agreement or of the future performance of any such term, covenant or condition.
- 11. A party to this Agreement shall be entitled to recover actual and reasonable attorneys' fees and expenses incurred by such party in connection with any successful action brought against the other party to enforce the terms of this Agreement.
- 12. Any dispute regarding this Agreement will be filed in Northwestern National Liquidation Court in Dane County, Wisconsin, and will be governed by Wisconsin Law.

Wisconsin Office of the Commissioner of Insurance

By: _____
Mark Afable, Commissioner

Date _____

Captive

By: _____
Print Name: _____

Date _____

Company	Contact/Registered Agent	Address1	Address2	City	State	Zip	Second Notice Sent
WHITE MOUNTAIN INSURANCE COMPANY	SCOTT MAILLE	76 ST PAUL ST	SUITE 500	BURLINGTON	VT	ZIP 05401	5/31/2019
GEORGIA-PACIFIC LLC	JANET FAILS	133 PEACH TREE ST NE		ATLANTA	GA	30303	5/31/2019