

**IN THE CIRCUIT COURT OF COLE COUNTY, MISSOURI**

CHLORA LINDLEY-MYERS, Director,	)	
Department of Commerce and Insurance of the	)	
State of Missouri,	)	
	)	
Plaintiff,	)	
	)	Case No. 23AC-CC04735
v.	)	
	)	
CAMERON MUTUAL INSURANCE COMPANY, and	)	
CAMERON NATIONAL INSURANCE COMPANY,	)	
	)	
	)	
Defendants.	)	

**ORDER OF REHABILITATION**

On this 7<sup>TH</sup> day of August 2023, Plaintiff Chlora Lindley-Myers, Director of the Missouri Department of Commerce and Insurance, appears by counsel upon Plaintiff's Verified Petition for Rehabilitation pursuant to §§ 375.1150 to 375.1246, RSMo. As further set forth below, Cameron Mutual Insurance Company and Cameron National Insurance Company consent to rehabilitation. On the evidence presented, the Court finds:

- a. Cameron Mutual Insurance Company is a Missouri-domiciled Chapter 379 property and casualty insurance company, authorized to write multiple lines of business pursuant to §§ 379.010.1(1), 379.010.1(2), 379.010.1(3), 379.010.1(4), and 379.010.1(5), RSMo.
- b. Cameron National Insurance Company is a Missouri-domiciled Chapter 379 property and casualty insurance company, authorized to write multiple lines of business

pursuant to §§ 379.010.1(1), 379.010.1(2), and 379.010.1(5), RSMo. Cameron National Insurance Company is wholly owned by Cameron Mutual Insurance Company.

c. Cameron Mutual Insurance Company has waived notice and the right to a hearing on the Verified Petition for Rehabilitation for itself and on behalf of its wholly-owned subsidiary, Cameron National Insurance Company;

d. Cameron Mutual Insurance Company consents to rehabilitation under §§375.1150 to 375.1246, RSMo for itself and on behalf of its wholly-owned subsidiary, Cameron National Insurance Company; and

e. Based upon the information provided in the Verified Petition for Rehabilitation, Plaintiff has provided the Court with evidence sufficient to support the conclusion that Cameron Mutual Insurance Company and Cameron National Insurance Company are each in such a condition that further transaction of business would be hazardous financially to policyholders, creditors, and/or the public.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:**

1. Plaintiff Chlora Lindley-Myers, Director of the Missouri Department of Commerce and Insurance, and her successors in office, is appointed Rehabilitator of Cameron Mutual Insurance Company and Cameron National Insurance Company with all the rights, duties, powers and obligations under law and under §§ 375.1150 to 375.1246, RSMo. Neither the grant herein of specific authority to the Rehabilitator nor the imposition herein of specific duties upon the Rehabilitator shall be interpreted to diminish the authority conferred upon the Rehabilitator by those sections;

2. The Rehabilitator shall forthwith take possession of Cameron Mutual Insurance Company and Cameron National Insurance Company and all of their assets, including books, records, accounts, and all other assets and property of any kind or nature, wherever located and in whatever form, subject to the supervision of this Court;

3. The Rehabilitator shall make semi-annual accountings to the Court, the first being due on February 15, 2024, and subsequent reports shall be due on the 15<sup>th</sup> day of August and February of each year thereafter. Each semi-annual accounting will include a report of the Rehabilitator's opinion as to the likelihood that a plan under § 375.1168(4), RSMo, will be prepared by the Rehabilitator and the timetable for doing so;

4. The entry of this Order shall not constitute an anticipatory breach of any contracts of either Cameron Mutual Insurance Company and/or Cameron National Insurance Company, nor shall it be grounds for retroactive revocation or retroactive cancellation of any contracts of said companies, unless such revocation or cancellation is made by the Rehabilitator pursuant to § 375.1168, RSMo;

5. The Director, as Rehabilitator, her successors, special deputies, employees, agents and attorneys (including any outside counsel employed by the Rehabilitator), and all employees of the State of Missouri, when acting with respect to the rehabilitation of either Cameron Mutual Insurance Company and/or Cameron National Insurance Company, shall enjoy official immunity and be immune from any claim against them personally while acting in good faith in the performance of their functions and duties in connection with the rehabilitation during the period of rehabilitation;

6. The Director, as Rehabilitator, may appoint one or more special deputies who shall have all the powers and responsibilities of the Rehabilitator, and the Director may employ such counsel, clerks and assistants as deemed necessary;

7. The compensation of the special deputy, counsel, clerks and assistants and all expenses of taking possession of Cameron Mutual Insurance Company and Cameron National Insurance Company and of conducting the proceedings shall be fixed by the Director with the approval of the Court and shall be paid from the assets of Cameron Mutual Insurance Company and Cameron National Insurance Company;

8. The Rehabilitator may take such actions as she deems necessary or appropriate to reform and revitalize Cameron Mutual Insurance Company and Cameron National Insurance Company;

9. The Rehabilitator shall have all the powers of the directors, officers, and managers of Cameron Mutual Insurance Company and Cameron National Insurance Company;

10. The powers of all respective directors, officers, and managers of Cameron Mutual Insurance Company and Cameron National Insurance Company are hereby suspended, except as they are expressly redelegated by the Rehabilitator;

11. The Rehabilitator shall have full power to direct and manage and to hire and discharge employees, subject to any contract right they may have, and the Rehabilitator shall have full power to deal with the property and business of Cameron Mutual Insurance Company and Cameron National Insurance Company, including the power to avoid fraudulent transfers, the power to liquidate assets without further order of the Court in any

manner deemed commercially reasonable by the Rehabilitator, and the power to pursue all appropriate legal actions and remedies on behalf of Cameron Mutual Insurance Company and Cameron National Insurance Company (including, but not limited to the power to prosecute, defend and compromise without further order of this Court any pending or threatened legal action);

12. Except as otherwise provided in this Order, all persons, including, but not limited to, the directors, officers, managers, agents, employees, creditors and policyholders of either Cameron Mutual Insurance Company and/or Cameron National Insurance Company, are enjoined from:

- a. Transacting the business of either Cameron Mutual Insurance Company and/or Cameron National Insurance Company, other than as directed by the Rehabilitator or her authorized representatives;
- b. Interfering with the Rehabilitator's actions authorized by this Order or by §§ 375.1150 to 375.1246, RSMo;
- c. Transferring property or property interest (whether tangible or intangible) of either Cameron Mutual Insurance Company and/or Cameron National Insurance Company without the approval of the Rehabilitator or her authorized representatives;
- d. Wasting any assets of either Cameron Mutual Insurance Company and/or Cameron National Insurance Company;

e. Dissipating and transferring bank accounts or property of either Cameron Mutual Insurance Company and/or Cameron National Insurance Company;

f. Withholding any books, accounts, documents or other records relating to the business of either Cameron Mutual Insurance Company and/or Cameron National Insurance Company from the Rehabilitator or her authorized representatives;

g. Taking any action that might lessen the value of the assets of either Cameron Mutual Insurance Company and/or Cameron National Insurance Company;

h. Retaining and/or refusing to turn over to the Rehabilitator any property (including, but not limited to, intellectual property, books, records, tangible and intangible property) belonging to either Cameron Mutual Insurance Company and/or Cameron National Insurance Company;

i. Entering or remaining on real property leased by either Cameron Mutual Insurance Company and/or Cameron National Insurance Company without the permission of the Rehabilitator or her authorized representatives;

j. Instituting or further prosecuting or defending any actions or proceedings on behalf of either Cameron Mutual Insurance Company and/or Cameron National Insurance Company without the permission of the Rehabilitator or her authorized representatives;

k. Obtaining preferences, judgments, attachments, garnishments or liens against either Cameron Mutual Insurance Company and/or Cameron National Insurance Company;

l. Levying execution against either Cameron Mutual Insurance Company and/or Cameron National Insurance Company or its policyholders;

m. Making any sale or deed for nonpayment of taxes or assessments that would lessen the value of the assets of either Cameron Mutual Insurance Company and/or Cameron National Insurance Company;

n. Threatening or contemplating any other action that might lessen the value of either Cameron Mutual Insurance Company and/or Cameron National Insurance Company's assets or that might prejudice the rights of its policyholders, creditors or equity holders; and

o. Paying any debts owed to either Cameron Mutual Insurance Company and/or Cameron National Insurance Company (including rental payments) to anyone other than the Rehabilitator or her authorized representatives.

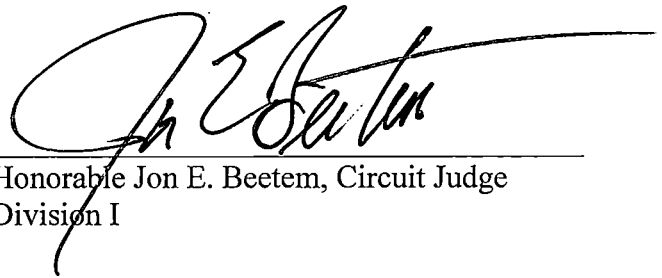
13. All actions or proceedings in this State, including any arbitrations, in which either Cameron Mutual Insurance Company or Cameron National Insurance Company is a party or is obligated to defend a party, shall be stayed for ninety (90) days from the date of this Order and for such additional time as is necessary for the Rehabilitator to obtain proper representation and prepare for further proceedings pursuant to § 375.1170.1, RSMo;

14. The Rehabilitator shall immediately consider all litigation pending outside this state and shall petition the courts having jurisdiction over that litigation for stays

whenever necessary to protect the estate of either Cameron Mutual Insurance Company and/or Cameron National Insurance Company; and

15. Nothing in this Order of Rehabilitation may be construed as a “final order of liquidation” or a finding that Cameron Mutual Insurance Company and/or Cameron National Insurance Company is “impaired” or “insolvent”. Additionally, until further order or action by this Court, neither Cameron Mutual Insurance Company nor Cameron National Insurance Company shall be considered an “insolvent insurer” within the meaning of the Missouri Property and Casualty Insurance Guaranty Association Act, §§ 375.771 to 375.779, RSMo, or similar entities in other states.

IT IS SO ORDERED.



Honorable Jon E. Beetem, Circuit Judge  
Division I