

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Docket No. 217-2003-EQ-00106

**In the Matter of the Liquidation of
The Home Insurance Company**

**LIQUIDATOR'S MOTION FOR APPROVAL OF
SETTLEMENT AGREEMENT WITH RAMP DRY CLEANERS, INC.**

Christopher R. Nicolopoulos, Insurance Commissioner of the State of New Hampshire, as Liquidator ("Liquidator") of The Home Insurance Company ("Home"), moves that the Court enter an order in the form submitted herewith approving a Settlement Agreement and Mutual Release ("Settlement Agreement") between Ramp Dry Cleaners, Inc., a dissolved New Jersey corporation acting through its attorney, Lee Henig-Elona, Esq. ("Claimant" or "Ramp"), and the Liquidator. As reasons therefor, the Liquidator states as follows:

1. The Settlement Agreement was negotiated under the supervision of the Special Deputy Liquidator. A copy of the Settlement Agreement is attached hereto as Exhibit A. Affidavit of Peter A. Bengelsdorf, Special Deputy Liquidator, in Support of Motion for Approval of Settlement Agreement with Ramp Dry Cleaners, Inc. ("Bengelsdorf Aff.") ¶ 2.

2. Home issued a policy under which Ramp Dry Cleaners, Inc. is the named insured for the period October 1, 1979 to October 1, 1981 which, together with all other insurance policies Home may have issued to Ramp Dry Cleaners, Inc. are referred to collectively as the "Policies". Settlement Agreement, second Whereas clause. Claimant submitted a proof of claim in the Home liquidation asserting coverage in connection with liability arising out of environmental contamination at a site in East Windsor, New Jersey ("Site"), which, together with any other proofs of claim hereinbefore or hereinafter filed by Claimant in the Home liquidation,

are referred to collectively as the “Proofs of Claim”. Id., fourth Whereas clause. Bengelsdorf Aff. ¶ 3.

3. Coverage litigation concerning the Site is pending in the Superior Court of New Jersey involving, among others, Ramp and the New Jersey Property-Liability Insurance Guaranty Association (“NJPLIGA”). Settlement Agreement, seventh Whereas clause. A Case Management Order in the Coverage Litigation dated July 17, 2020 ordered that Ms. Henig-Elona is authorized to continue to represent the interests of Ramp, whatever they may be, and has discretion and authority to negotiate all agreements, contracts and claims asserted by or against Ramp by way of mediation and/or settlement. Id., eighth Whereas clause. Bengelsdorf Aff. ¶ 4.

4. Ramp (by Ms. Henig-Elona) sought coverage from NJPLIGA with respect to the Home Policies, and in July 2020 Ramp and NJPLIGA entered a settlement agreement respecting the Policies and the Site (“NJPLIGA Settlement Agreement”). Settlement Agreement, fifth and ninth Whereas clauses. Under the NJPLIGA Settlement Agreement, NJPLIGA is to pay Ramp \$242,154.59, representing the unexhausted balance of the total in \$600,000 in statutory caps on NJPLIGA’s obligation respecting the Site under the Policies after an earlier payment of \$357,845.41. Id., ninth Whereas clause. Bengelsdorf Aff. ¶ 5.

5. The Liquidator and the Claimant have now negotiated the Settlement Agreement reflecting a resolution of all matters concerning the Proofs of Claim and their rights and obligations with respect to the Policies. The Settlement Agreement is subject to approval by the Court. Settlement Agreement ¶ 1. It is also subject to entry of an order from the New Jersey Court in the Coverage Litigation dismissing all claims against NJPLIGA with prejudice. Id. Bengelsdorf Aff. ¶ 6.

6. The Settlement Agreement provides that the Liquidator will recommend allowance of the Proofs of Claim in two parts. The first is an allowance in the amount of \$333,602.53 (the “First Recommended Amount”) as a Class II priority claim under RSA 402-C:44. Settlement Agreement ¶ 2(A). This represents the unexhausted balance of the total \$1,000,000 in limits under the Policies respecting the Site after deduction of the \$600,000 paid or to be paid by NJPLIGA and the \$66,397.47 that Home paid prior to liquidation. The second is an allowance in the amount of \$20,000 (the “Second Recommended Amount”) as a Class II priority claim under RSA 402-C:44 respecting defense costs incurred or to be incurred by Ramp in defending against claims related to the Site. Id. Bengelsdorf Aff. ¶ 7.

7. Allowance of the \$353,602.53 total of the First Recommended Amount (when allowed, the “First Allowed Amount”) and the Second Recommended Amount (when allowed, the “Second Allowed Amount”) as a Class II claim will fully and finally resolve the Proofs of Claim and all claims the Claimant has under the Policies. Settlement Agreement ¶ 2(B). Distributions based on those allowances will be made at the same intervals and at the same percentages as distributions to other Class II creditors of Home. Id. ¶ 2(C). The Claimant agrees that all distributions on the First Allowed Amount are to be used solely for the purposes of environmental investigation and remediation at the Site. Id., ¶ 2(D). Bengelsdorf Aff. ¶ 8.

8. The Settlement Agreement is intended to resolve the Proofs of Claim and all claims that the Claimant has under the Policies. Settlement Agreement ¶ 2(B). To that end, the Settlement Agreement provides for mutual releases of all claims among the Liquidator, Home, and the Claimant arising from or related to the Proofs of Claim or the Policies. Id. ¶¶ 3, 4. Bengelsdorf Aff. ¶ 9.

9. In resolving all of the Claimant's claims relating to the Proofs of Claim and the Policies, the Settlement Agreement is intended to resolve all matters arising out of or relating to any rights the Claimant ever had, now has, or hereafter may have in the Policies and the Proofs of Claim, including any asserted rights of third-party claimants against the Claimant under the Policies. Settlement Agreement ¶ 5. Because the Claimant is a dissolved company, the Settlement Agreement does not include the usual provisions concerning third party claimants and indemnity. However, the Liquidator is not aware of any third party claimants asserting claims under the Policies. Bengelsdorf ¶ 10. Further, the Settlement Agreement exhausts the Policies and requires that distributions on the First Allowed Amount be devoted to investigation and remediation at the Site. Settlement Agreement ¶ 2(A), (D). It also contains the usual provision providing that the Claimant will use reasonable commercial efforts to cause any future settlement agreements with other insurance companies to include waivers of claims against Home regarding matters covered by the Proofs of Claim, in which case the Liquidator waives such claims against those insurers for such matters. *Id.* ¶ 7. Bengelsdorf Aff. ¶ 10.

10. The Liquidator is not aware of any claim in the Home liquidation asserting a claim subject to the same limit in the Policies as the claim resolved by the Settlement Agreement.¹ However, if a claim of another claimant is subject to the same limit as the claims resolved by the Settlement Agreement, and if the total allowed amounts for all claimants exceed the limit, then the allowed amounts for all claimants will be subject to adjustment under RSA 402-C:40, IV, so that the policy limit will not be exceeded. See Settlement Agreement ¶ 6. Bengelsdorf Aff. ¶ 11.

¹ NJPLIGA has submitted a claim for the amount of its payments to Ramp under the Home Policies. NJPLIGA's payments are accounted for in the Settlement Agreement. An insurer also filed a contribution claim respecting Ramp. That claim was denied, and the denial was approved by the Court on October 16, 2016.

11. The Settlement Agreement reflects a compromise of the claims asserted in the Proofs of Claim. It is the result of negotiations involving the Claims Department, under my supervision, which has extensive experience in assessing the exposure presented by claims under Home's insurance policies. The agreed settlement amount is based on careful evaluation and negotiation of coverage obligations under the Policies respecting the underlying liabilities of the Claimant. The Liquidator accordingly recommends approval of the Settlement Agreement and allowance of the Recommended Amount of \$353,602.53 (consisting of the First Recommended Amount of \$333,602.53 and the Second Recommended Amount of \$20,000) as a Class II claim of Claimant in accordance with RSA 402-C:45 and RSA 402-C:44. Bengelsdorf Aff. ¶ 12.

12. The Court has previously approved many similar settlement agreements. See, e.g., Order Approving Settlement Agreement with Ashland LLC (April 30, 2020); Order Approving Settlement Agreement with Navistar, Inc. (December 11, 2018); Order Approving Settlement Agreement with Graham Corporation (July 8, 2016); Order Approving Settlement Agreement with Washington Gas (July 15, 2013); Order Approving Settlement Agreement with Wisconsin Energy (March 18, 2010); Order Approving Commutation Agreement with Northwestern National Insurance Company and Settlement Agreement and Assignment of Distribution with AK Steel Corporation (March 10, 2006). The Liquidator's negotiation and the Court's approval of such agreements are authorized by the broad authority of the Liquidator to "compound, compromise or in any other manner negotiate the amount for which claims will be recommended to the court," RSA 402-C:45, I, and the authority of the Court to "approve, disapprove or modify any report on claims by the liquidator." RSA 402-C:45, II. It is also an appropriate exercise of the Liquidator's authority ("[s]ubject to the court's control") to "do such

other acts . . . as are necessary or expedient for the accomplishment of or in aid of the purpose of liquidation.” RSA 402-C:25, XXII.

13. In his Motion for Approval of Commutation with Northwestern National Insurance Company and Settlement Agreement and Assignment of Distribution with AK Steel Corporation ¶¶ 19-23 (February 16, 2006), the Liquidator provided his analysis of New Hampshire law, including RSA 402-C:40, III, as it applies to this type of comprehensive policy coverage compromise and settlement in an insurer liquidation context. That analysis also applies to the proposed Settlement Agreement with the Claimant.

14. The Liquidator submits that the Settlement Agreement is fair and reasonable and in the best interests of the policyholders and creditors of Home. See Bengelsdorf Aff. ¶ 13.

WHEREFORE, the Liquidator respectfully requests that this Court:

- A. Grant this Motion;
- B. Enter an Order in the form submitted herewith approving the Settlement Agreement, approving the Liquidator’s claim recommendation, and allowing the Claimant’s claim as a Class II claim in accordance with RSA 402-C:45 and RSA 402-C:44 in the total amount of \$353,602.53 (consisting of the First Allowed Amount of \$333,602.53 and the Second Allowed Amount of \$20,000);
and
- C. Grant such other and further relief as justice may require.

Respectfully submitted,

CHRISTOPHER R. NICOLOPOULOS,
INSURANCE COMMISSIONER OF THE
STATE OF NEW HAMPSHIRE, AS
LIQUIDATOR OF THE HOME
INSURANCE COMPANY,

By his attorneys,

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September 25, 2020

Certificate of Service

I hereby certify that a copy of the foregoing Liquidator's Motion for Approval of Settlement Agreement with Ramp Dry Cleaners, Inc., the Affidavit of Peter A. Bengelsdorf, and the Proposed Order, were sent this 25th day of September, 2020, by first class mail, postage prepaid to all persons on the attached service list.

/s/ Eric A. Smith _____
Eric A. Smith
NH Bar ID No. 16952

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Settlement Agreement") is made as of this 10th day of September 2020 by and among Ramp Dry Cleaners, Inc., a dissolved New Jersey corporation acting through its attorney, Lee Henig-Elona, Esq., ("Claimant" or "Ramp"), and Christopher R. Nicolopoulos, Insurance Commissioner of the State of New Hampshire, solely in his capacity as Liquidator ("Liquidator") of The Home Insurance Company ("Home") (Claimant and the Liquidator are hereinafter referred to collectively as the "Parties").

WHEREAS, Home is being liquidated pursuant to the June 13, 2003 Order of the Superior Court of the State of New Hampshire, Merrimack County (the "Liquidation Court"), pursuant to which the Liquidator was appointed as the Liquidator of Home;

WHEREAS, Home issued the following insurance policy under which Ramp Dry Cleaners, Inc. is the named insured:

<u>Policy Number</u>	<u>Policy Period</u>
BOP 8665590	10/1/79 – 10/1/81

which together with all other insurance policies Home may have issued to Ramp Dry Cleaners, Inc. are defined collectively as the "Policies".

WHEREAS, the Liquidator represents and warrants that it has conducted a reasonable search of Home's records and has not located any liability insurance policies issued to Ramp Dry Cleaners, Inc., Carduner Front LLC, Carduner Back LLC, Lucy Carduner, Robert Carduner or Jean Carduner by The Home Insurance Company except for BOP 8665590;

WHEREAS, Claimant has submitted a proof of claim, as amended, in The Home Liquidation asserting coverage in connection with liability arising out of environmental contamination at a property owned by Carduner Front LLC ("Carduner") located at Routes 130 and 571, East Windsor (a.k.a. Hightstown), New Jersey (the "Site") assigned proof of claim number VEND345323, which together with

any other proofs of claim hereinbefore or hereinafter filed by Claimant in the Home liquidation are defined collectively as the "Proofs of Claim";

WHEREAS, Claimant, among others, has sought coverage from New Jersey Property-Liability Insurance Guaranty Association ("NJPLIGA") under the Policies for costs incurred in connection with funding of the remediation of the Site and have entered into agreements with Ramp and certain of Ramp's other insurers relating to the remediation.

WHEREAS, the parties disagree with respect to whether and, if so, to what extent Claimant has additional rights to insurance coverage for the remediation under the Policies;

WHEREAS, coverage litigation is pending in the Superior Court of New Jersey, Law Division, Mercer County ("New Jersey Court") seeking defense, indemnity and damages relating to the Site under Docket No. L-2753-14 (consolidated with Docket No. L-1947-14), against among others, NJPLIGA, Ramp and deceased Ramp shareholder, Paul Gangi, and also under Docket No. L-1435-05 (collectively "Coverage Litigation").

WHEREAS, a Case Management Order dated July 17, 2020 was issued by Judge Douglas Hurd in the Coverage Litigation in which it was ordered that Ms. Henig-Elona, Esq. is authorized to continue to represent the interests of Ramp, whatever they may be and has discretion and authority to negotiate all agreements, contracts and claims asserted by or against Ramp by way of mediation and/or settlement(s).

WHEREAS, Ramp and NJPLIGA have entered a Settlement and Release Agreement dated July , 2020 ("NJPLIGA Settlement") in full and final compromise of the Coverage Litigation and all known and unknown disputes between them pursuant to which NJPLIGA has paid Ramp the total sum of \$242,154.59 ("NJPLIGA Settlement Payment") representing the unexhausted balance of the total \$600,000 in statutory caps on NJPLIGA's obligation respecting the Site under the Policies after the \$357,845.41

previously paid by NJPLIGA, and which further provides that NJPLIGA shall have no further obligation under the Policies to defend, reimburse or indemnify Ramp.

WHEREAS, the Parties are now desirous of resolving all claims that were asserted, or could have been or could be asserted, between and among them and resolving all matters concerning the Proofs of Claim, and their rights and obligations with respect to the Policies; and

NOW, THEREFORE, in consideration of all the respective transactions contemplated by this Settlement Agreement, and the mutual covenants and representations herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Effectiveness. This Settlement Agreement is conditioned and shall become effective only upon the occurrence of all of the following events:
 - A. Entry of an order from the Liquidation Court approving the Settlement Agreement and a Class II priority allowance in the full Recommended Amount (“Liquidation Court Approval Order”).
 - B. Entry of an order from the New Jersey Court in the Coverage Litigation dismissing NJPLIGA and all claims of whatever nature asserted against NJPLIGA from the Coverage Litigation with prejudice (“Dismissal Order”);

The Liquidator shall move promptly after execution of this Settlement Agreement by the Parties at his expense to obtain the Liquidation Court Approval Order. Upon receipt of the Liquidation Court Approval Order, Claimant shall promptly move at its expense for entry of the Dismissal Order by the New Jersey Court. The “Effective Date” of this Settlement Agreement is the date upon which both the Liquidation Court Approval Order and the Dismissal Order have been entered. In the event that the Liquidation Court does not enter the Liquidation Court Approval Order, or the New Jersey Court does not enter the Dismissal Order, this Settlement Agreement shall be null and void and without any

force or effect, and the Parties shall return to their positions status quo ante this Settlement Agreement as if no such agreement ever was reached, with this Settlement Agreement thereafter being inadmissible for an purpose in any dispute between the Parties.

2. Liquidator's Recommendation, Allowance, and Classification of Claims:

- A. Subject to all the terms of this Settlement Agreement, and with the agreement of Claimant, which by its execution hereof is hereby granted, the Liquidator shall recommend pursuant to N.H. RSA 402-C:45 that the Proofs of Claim be allowed in the amount of **\$333,602.53** ("First Recommended Amount") as a Class II priority claim under N.H. RSA 402-C:44. This amount represents the remaining unexhausted balance of the total \$1,000,000 in limits under the Policies respecting the Site after deduction of the \$600,000 paid or to be paid by NJPLIGA and the \$66,397.47 that Home paid prior to liquidation. The Liquidator shall also recommend an additional allowance under the Proofs of Claim of **\$20,000** ("Second Recommended Amount") as a Class II priority Claim under N.H. RSA 402-C:44 respecting defense costs incurred or to be incurred by Ramp in defending against claims related to the Site. The **\$353,602.53** total of the First Recommended Amount and the Second Recommended Amount is the "Recommended Amount". The Liquidator shall seek allowance of the Recommended Amount as a Class II priority claim by the Liquidation Court in the Liquidator's motion for approval of this Settlement Agreement.
- B. Upon the Effective Date, allowance of the First Recommended Amount ("First Allowed Amount") and the Second Recommended Amount ("Second Allowed Amount") as Class II claims by the Liquidation Court shall fully and finally resolve the Proofs of Claim and any and all claims of whatever nature that Claimant has under the Policies. The First Allowed Amount and the Second Allowed Amount are together the "Allowed Amount".

C. Upon the Effective Date, Claimant will become a Class II creditor in the Home liquidation pursuant to N.H. RSA 402-C:44, and Claimant shall, subject to this Settlement Agreement, receive distributions on the Allowed Amount at the same intervals and at the same percentages as other Class II creditors of Home. All distributions to Claimant on the First Allowed Amount shall be (i) made payable to "Law Office of Lee Henig-Elona, Trust Account", and (ii) sent to the Claimant at the following address:

Lee Henig-Elona, Esq.
384 Long Hill Road
Gillette, New Jersey 07933

All distributions to Claimant on the Second Allowed Amount shall be made payable to "Law Office of Lee Henig-Elona, Business Account" and sent to Claimant at the same address.

Claimant agrees that it will promptly notify the Liquidator of any change of address or addressee.

D. Claimant also agrees that all distributions by the Liquidator to Claimant on the First Allowed Amount are to be used to solely for purposes of environmental investigation and remediation at the Site.

3. Release by Claimant. Subject to the terms of this Settlement Agreement, and upon the Effective Date, Ramp, acting through its attorney, Lee Henig-Elona, Esq., and each of their officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, and their successors and assigns, irrevocably and unconditionally releases and discharges the Liquidator, Home and NJPLIGA and each of their respective officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, successors, and assigns (including any trustee or other statutory successor), from any and all actions, causes of action, liabilities, adjustments, obligations, offsets, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, premiums, losses, salvage, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses,

damages, judgments, extents, executions, claims, and/or demands, arising from or related to the Proofs of Claim or the Policies, in law, admiralty, or equity, which Ramp, or its subsidiaries, affiliates, predecessors, successors, and assigns, ever had, now has, or hereafter may have against the Liquidator, Home, NJPLIGA or their respective officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, successors, and assigns, all whether known or unknown, suspected or unsuspected, fixed or contingent, in law, admiralty or equity, arising from or related to the Proofs of Claim or the Policies.

4. Release by Liquidator. Subject to the terms of this Settlement Agreement, and upon the Effective Date, the Liquidator, in his capacity as such and on behalf of Home, and each of their officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, and their successors and assigns, irrevocably and unconditionally releases and discharges Ramp and its officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, successors, and assigns, from any and all actions, causes of action, liabilities, adjustments, obligations, offsets, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, premiums, losses, salvage, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and/or demands, arising from or related to the Proofs of Claim or the Policies, in law, admiralty, or equity, which, the Liquidator, Home, or their subsidiaries, affiliates, predecessors, successors, and assigns, ever had, now have, or hereafter may have against Ramp, or their officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, successors, and assigns, all whether known or unknown, suspected or unsuspected, fixed or contingent, in law, admiralty or equity, arising from or related to the Proofs of Claim or the Policies.

5. Resolution of Matters. Claimant acknowledges that this Settlement Agreement is intended to resolve all matters arising out of or relating to any rights Claimant ever had, now has or hereafter may have in the Policies and the Proofs of Claim, including any asserted rights of third-party claimants against Claimant under the Policies.

6. Multiple Claims. The Policies against which this claim is made contain certain limits. New Hampshire RSA 402-C:40 (IV) provides that in the event multiple claims against such a policy are filed, and the aggregate allowed amount of all claims to which the same limit of liability in the policy is applicable exceeds that limit, then each claim as allowed shall be reduced in the same proportion so that the total equals the policy limit. The Liquidator is unaware of any claim in the Home Liquidation asserting a claim subject to the same limit in the Policies as this claim. If an allowance is made such that the aggregate allowed amount of all claims subject to the same limit exceeds the limit, each claim will be prorated so that the total equals the policy limit, to the extent required by RSA 402-C:20 (IV). The Liquidator will be unable to determine whether, or the extent to which, Claimant's claim may be subject to proration until all claims against the policy have been determined. If the aggregate allowed amount of claims exceeds the applicable limit such that Claimant's claim is subject to proration, the Liquidator will inform Claimant accordingly.

7. Mutual Release of Settling Carriers. Claimant agrees to use reasonable commercial efforts to cause any future settlement agreement relating to the underlying matters covered by the Proofs of Claim with any other insurance company to include a waiver by that other insurance company of any claim, including contribution, apportionment, indemnification, subrogation, equitable subrogation, allocation, or recoupment, against Home regarding the underlying matters covered by the Proofs of Claim. The Liquidator agrees to waive, relinquish and release any claim, including contribution, apportionment, indemnification, subrogation, equitable subrogation, allocation, or recoupment, as to the

underlying matters covered by the Proofs of Claim against any other insurance company which executes a settlement with Claimant that includes a provision that is materially the same as this paragraph.

8. No Assignments. Claimant warrants and represents that it has not assigned, conveyed, or otherwise transferred any claims, demands, causes of action, rights, or obligations related in any way to the Policies, or any proceeds thereof, or the Proofs of Claim, or the claims, losses and expenses released herein, to any person or entity. Claimant shall not assign or otherwise transfer this Settlement Agreement or any rights or obligations thereunder without the written consent of the Liquidator, which consent shall not be unreasonably withheld.

9. Further Assurances. The Parties shall take all further actions as may be necessary to carry out the intent and purpose of this Settlement Agreement and to consummate the transactions contemplated herein. Claimant acknowledges it is aware of the requirements of the Medicare Secondary Payer Act and the Medicare, Medicaid and SCHIP Extension Act of 2007, including provisions concerning Medicare set-asides and/or notification to the Centers for Medicare and Medicaid Services ("CMS") regarding certain Medicare-eligible, or potentially eligible, claimants who enter into settlement agreements that may justify recovery for Medicare covered case-related services. Claimant acknowledges that it may be obligated, and otherwise agrees, to provide data, if and when required or requested, for CMS regarding claimants who will share in distributions from Claimant's assets that include a portion of the Recommended Amount.

10. Governing Law and Venue. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to the conflicts of law provisions thereof. The Parties agree that the exclusive venue for any dispute between the Parties arising out of the Proofs of Claim, the Policies or this Settlement Agreement shall be the Liquidation Court.

11. Due Diligence. The Parties acknowledge and agree that, in negotiating and executing this Settlement Agreement, they have relied upon their own judgment and upon the recommendations of their own legal counsel, that they have read this Settlement Agreement and have had the opportunity to

consider its terms and effects, and that they have executed this Settlement Agreement voluntarily and with full understanding of its terms and effects. This Settlement Agreement is the product of negotiations between the Parties. No Party shall be charged with having promulgated this Settlement Agreement, and the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement.

12. No Third Party Rights. This Settlement Agreement is entered into solely for the benefit of the Liquidator, Home, NJPLIGA and Claimant and is not intended to, and does not give or create any rights to or in any person or entity other than the Parties.

13. Counterparts. This Settlement Agreement may be executed in multiple counterparts, each of which, when so delivered, shall be an original, but such counterparts shall together constitute one and the same instrument. The Parties agree that a signature sent by facsimile or electronic mail to the other Party shall have the same force and effect as an original signature.

14. Power and Authority to Execute. Subject to the approval of the Liquidation Court and the New Jersey Court's approval of the Dismissal Order as set forth in paragraph 1, each Party hereto represents and warrants that it has the full power and authority to execute, deliver, and perform this Settlement Agreement; that all requisite and necessary approvals have been obtained to consummate the transactions contemplated by this Settlement Agreement; that there are no other agreements or transactions to which it is a party that would render this Settlement Agreement or any part thereof, void, voidable or unenforceable; that each individual signing on behalf of a Party has been duly authorized to execute this Settlement Agreement on its behalf; and that no claims being released under the terms of this Settlement Agreement have been assigned, sold, or otherwise transferred to any other entity.

15. Successor-in-Interest Bound. This Settlement Agreement shall be binding upon, and shall inure to the benefit of the Parties and their respective trustees, officers, directors, employees, agents, attorneys, liquidators, receivers, administrators, successors, and assigns.

16. Entire Agreement. This Settlement Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter thereof. This Settlement Agreement supersedes all prior agreements and understandings, whether written or oral, concerning such matters.

17. Survival of Warranties and Representations. The warranties and representations made herein shall survive the execution of this Settlement Agreement.

18. Validity of Settlement Agreement. Subject to approval of this Settlement Agreement by the Liquidation Court and the requirements set forth in paragraph 1 hereof, each Party represents and warrants that this Settlement Agreement is a legal, valid, and binding obligation, enforceable in accordance with its terms.

19. No Waiver. No waiver of any right under this Settlement Agreement shall be deemed effective unless contained in a writing signed by the Party or an authorized representative of the Party charged with such waiver, and no waiver of any breach or failure to perform shall be deemed to be a waiver of any future breach or failure to perform or of any other provision of this Settlement Agreement. This Settlement Agreement may not be amended except in a document signed by the Party or an officer or other authorized official of the Party to be charged.

20. Notice. All notices to be given under this Settlement Agreement shall be given by e-mail and first class U.S. mail directed to:

If to Claimant, to:

Lee Henig-Elona, Esq.
Law Office of Lee Henig-Elona
384 Long Hill Road
Gillette, NJ 07933
Email: henigelona@gmail.com

If to the Liquidator, to:

Angela Anglum, Esq.
VP Legal Affairs & Corporate Secretary
The Home Insurance Company in Liquidation
61 Broadway, 6th Floor

New York, New York 10006
Email: angela.anglum@homeinsco.com

and

J. Christopher Marshall
Civil Bureau
New Hampshire Department of Justice
33 Capitol Street
Concord, New Hampshire 03301-6397
Email: christopher.marshall@doj.nh.gov

and

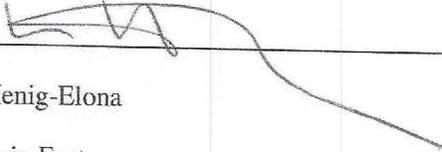
J. David Leslie, Esq.
Rackemann, Sawyer & Brewster, P.C.
160 Federal Street
Boston, Massachusetts 02110-1700
Email: dleslie@rackemann.com

22. Severability. If any provision of this Settlement Agreement is invalid, unenforceable, or illegal under the law of any applicable jurisdiction, the validity and enforceability of such provision in any other jurisdiction shall not be affected thereby and the remaining provisions of this Settlement Agreement shall remain valid and enforceable. However, in the event of such invalidity, unenforceability, or illegality, the Parties shall negotiate in good faith to amend this Settlement Agreement through the insertion of additional provisions which are valid, enforceable, and legal and which reflect, to the extent possible, the purposes contained in the invalid, unenforceable, or illegal provision.

WHEREFORE, the Parties have caused this Settlement Agreement to be executed on their respective behalves by their duly authorized representatives.

[signature page to follow]

**RAMP DRY CLEANERS, INC. A DISSOLVED NEW
JERSEY CORPORATION, ACTING THROUGH ITS
ATTORNEY**

By: 

Name: Lee Henig-Elona

Title: Attorney in Fact

Date: September 10, 2020

**CHRISTOPHER R. NICOLOPOULOS, INSURANCE
COMMISSIONER OF THE STATE OF
NEW HAMPSHIRE, SOLELY IN HIS
CAPACITY AS LIQUIDATOR OF
THE HOME INSURANCE COMPANY**

By: 

Name: Angela Anglum

Title: VP Legal Affairs & Corporate Secretary

Date: September 11, 2020