

**THE STATE OF NEW HAMPSHIRE  
MERRIMACK S.S. SUPERIOR COURT**

**BEFORE THE COURT-APPOINTED REFEREE  
IN RE THE LIQUIDATION OF HOME INSURANCE COMPANY**

**DISPUTED CLAIMS DOCKET**

**In Re Liquidator Number: 2008-HICIL-41  
Proof of Claim Number: CLMN712396-01  
Claimant: Harry L. Bowles**

**CLAIMANT'S MOTION TO RECOMMIT BASED ON NEWLY DISCOVERED  
FACTS AND EVIDENCE OF MASSIVE FRAUD AND DECEIT IN DEALING  
BY THE LIQUIDATOR IN CONSPIRACY WITH OTHERS**

1. On January 4, 2010 Referee Melinda Gehris signed an 8-page Order on the Merits, which order purportedly addresses and adjudicates the issues raised in the subject litigation and passes these to the Court for approval. The Order was issued prior to the Referee's action on Bowles' Motion for Summary Judgment dated November 16, 2009 to which Liquidator's counsel refused to substantively respond.
2. The primary basis for Claimant's Motion for Summary Judgment was the applicability of the Exclusions Clause of Home Policy No. LPL-F871578 as a bar to coverage of Bowles' malpractice lawsuit against Bishop, Peterson & Sharp, P.C. and against George M. Bishop and George M. Bishop & Associates, the latter two defendants being sole proprietorships in no way eligible for insurance coverage under the Home policy.
3. In his response to the Motion for Summary Judgment the Liquidator denied that Home

Insurance had a duty to interpret the policy, but that that duty was transferred to TPCIGA when the Liquidator allegedly sent the Bishop claim file to TPCIGA in late June 2003 after the Order of Liquidation was issued on June 13, 2003.

4. This is, of course, a seriously fraudulent misrepresentation because TPCIGA is not an insurance company and had no legal authority to declare the policy applicable to cover the Bowles malpractice lawsuit unless and until Home Insurance certified the coverage. Even assuming that TPCIGA received a copy of the policy and claim file in June 2003, TPCIGA could not interpret the policy because the Order of Liquidation canceled all active Home policies, abated all claim activity, and prohibited all transactions of Home business on June 13, 2003. **THERE WAS NO HOME POLICY FOR TPCIGA TO INTERPRET.**

5. The fact that Referee Gehris refused to rule on and grant Claimant's Motion for Summary Judgment prior to issuing the Order on the Merits is only one item in a long list of acts of fraud and deceit marking the litigation of the subject disputed claim as an fraudulent, ex parte kangaroo court proceeding. Claimant demands this Court refuse to approve, and formally reject, the Order on the Merits issued by Referee Gehris on January 4, 2010 as unlawfully rendered in violation of claimant's sovereign rights to justice by due process of law and in accordance with facts in evidence.

6. On February 19, 2010 in a letter to Representative Ingbreton of New Hampshire, chairman of the Redress of Grievances Caucus, Bowles lodged a detailed protest of the proceedings in this case, including, (a) the Liquidator's refusal to recognize the Order of Liquidation issued by this Court as governing authority over both former Home and TPCIGA officials regarding Home Policy No. LPL-F871578; (b) the perjurious testimony of those officials concerning Home's involvement in the case in Texas; and (c) blatant disregard of the New Hampshire Insurance Code and the Rules of Court in the litigation before the Referee. Said protest is attached as **EXHIBIT A.**

7. The letter of protest was distributed widely in New Hampshire and Texas. The presiding judge

of this Superior Court received a copy as did the New Hampshire Commissioner of Insurance, who is nominally the Liquidator for Home Insurance. There have been responses acknowledging receipt from the fraud unit in Texas and the Federal Bureau of Investigation, but none from either Representative Ingbretson or any other New Hampshire state official.

8. Also in February, completely new evidence of fraud and deceit in this case surfaced as a result of published documents involving the Liquidator's responses to discovery requests in other contested claims involving the so-called "California Plaintiffs" and defendant Zurich Insurance Company and its former subsidiary Risk Enterprise Management, Ltd. ("REM"). This Court issued an order dated February 19, 2010 denying most of the discovery sought by the plaintiffs.

9. By these documents Bowles learned for the first time that The Home Insurance Company went into rehabilitation in 1995 prior to the filing of Bowles' malpractice action in Texas and had ceased writing or settling insurance contracts. REM, a subsidiary of Zurich specially created for the purpose, took control of the Home's business to handle the run out of claims. By 1996 Home had no employees and was entirely represented by REM. This representation continued for eight years, from 1995 until the June 13, 2003 liquidation date.

10. The new revelations are astonishing in their import regarding the litigation of the subject proof of claim. It is now clear that, when Bowles' malpractice action was filed on August 30, 1995, Home Insurance Company had ceased to exist and had no officials to issue a certificate of insurance stating that the malpractice lawsuit constituted a covered claim against Policy No. LPL-F871578. REM, a third party administrator (a "TPA"), had no such authority since it was not an insurance company.

11. As a result of the information that Home ceased administering policies in 1995, it has now become clear that the Liquidator's conclusion that Bowles' lawsuit constituted a claim against Policy No. LPL-F871578 is false and fraudulent because the insurance company had ceased doing business when the lawsuit was filed. REM employees, even if they were former Home officials, had no

authority to interpret the policy and certify coverage not certified previous to the order of rehabilitation.

12. During its eight-year administration to run out claims against Home, REM neither appeared in the litigation of Cause No. 1995-43235 in the 151st District Court in Texas nor did REM attempt to settle a claim against Policy No. LPL-F871578 with Bowles or with Bowles' attorney. This is proven (a) by the fact that the Liquidator failed and refused to produce documentation requested in discovery showing that actions to defend the Home policy were initiated soon after the lawsuit was filed, and (b) the fact that REM has refused to respond to two letters requesting confirmation that REM took action to defend the Home policy almost immediately after the Bowles lawsuit was filed.

13. Attached hereto as **EXHIBIT B** is a copy of the text portion of a February 26 letter by Bowles to the Fraud Unit of the Texas Department of Insurance and to the Texas Attorney General regarding the significance of the new revelation that Zurich Insurance, through its REM subsidiary, may have been involved in TPCIGA'S unauthorized intervention in the lawsuit in Texas. The responses by the Fraud Unit and the Texas AG are attached as well.

14. It has been stated in previous pleadings to the Referee that the litigation of the subject contested proof of claim is linked to an interstate criminal conspiracy against Harry L. Bowles. With Zurich Insurance in the picture, there is an international aspect as well, just as the "California Plaintiffs" have asserted.

#### Conclusion

15. In conclusion, it is this Court's duty to summarily reject the Order on the Merits issued by Referee Gehris as steeped in fraud and deceit and public corruption. The Court must recognize:

- that TPCIGA's act to defend Home Policy No. LPL-F871578 was an unauthorized intrusion into the Bowles litigation to secure execution of a document under false pretenses and was obstruction of justice by tampering to change the outcome of an official proceeding;
- that a valid Home insurance contract to cover the Bowles' lawsuit never existed;

- that the Home Insurance Company did not exist as an insurer at the time the Liquidator alleges Bowles' claim actually came into being on August 30, 1995;
- that the named insured in Home Policy No. LPL-F871578, (Bishop, Peterson & Sharp, P.C.) had terminated its corporate existence long before December 29, 1993, the date that the Liquidator alleges a claim against the policy was initiated in a letter from Bishop to Home;
- that no certificate of insurance by a Home official stating that Bowles' lawsuit was a covered claim against the Home policy ever existed (which claim could be, or was, addressed by REM in its role as manager of the run out of claims after 1995);
- That no required Proof of Claim was ever filed with the Liquidator against Policy No. LPL-F871578 after June 13, 2003 by any person insured under that policy;
- That the intervention in Bowles' lawsuit in Texas in August 2005 in defense of the Home policy by either TPCIGA, REM or by the Liquidator was unauthorized and was a direct violation of this Court's June 13, 2003 Order of Liquidation and the applicable provisions of the New Hampshire Insurance Code (particularly the 2-year statute of limitations imposed on the Liquidator's right to intervene in ongoing litigation against Home on June 13, 2003).

#### Request for Relief

16. Bowles requests relief as follows:

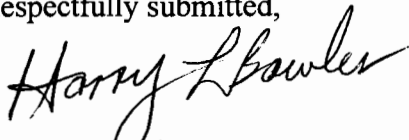
- That the Court reject the Order on the Merits issued by Referee Gehris on January 4, 2010 as a ruling that is without grounds in clear and irrefutable facts, and is steeped in bias, prejudice, fraud and deceit.
- that the Court issue a simple one-page order stating that the intrusion by TPCIGA into the malpractice litigation in Texas in August 2005 in defense of Home Policy No. LPL-F871578 was absolutely without the written authorization of the Liquidator and was therefore a blatant

violation of this Court's Order of Liquidation dated June 13, 2003 as well as the New Hampshire Insurance Code governing the rehabilitation and liquidation of insurance companies domiciled in New Hampshire.

- Claimant Bowles requests this Court overrule the Referee's Order on the Merits with respect to denial of Claimant's Motion for Summary Judgment filed on November 16, 2009.
- Claimant requests that the Court order that Claimant's Motion for Summary Judgment shall be granted with regard to Claimant's charge that Home Policy No. LPL-F871578 had no applicability to Claimant's lawsuit in Texas on the basis of Section C – EXCLUSIONS of the policy listing specific conditions under which the policy does not apply.
- Claimant requests that the Court order that Claimant's Motion for Summary Judgment shall be granted with regard to Claimant's charge that neither Home nor REM nor TPCIGA have provided, or can provide, proof that a defense of Policy No. LPL-F871578 was provided for BPS either prior to the date of liquidation on June 13, 2003, or within two years following that date as stipulated in RSA 402-C:28.

17. Claimant requests all other and further relief, in law or in equity, to which the Court may deem him justly entitled.

Respectfully submitted,



Harry L. Bowles, Claimant, Pro Se

306 Big Hollow Lane,

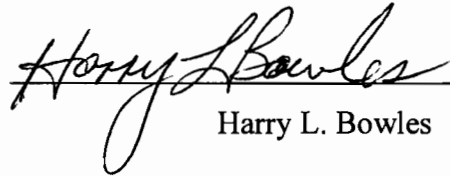
Houston, Texas 77042

Tel. 713-983-6779 Fax 713-983-6722

Attachments

**CERTIFICATE OF SERVICE**

I, Harry L. Bowles, hereby certify that on this TWELFTH DAY OF APRIL, 2010 a true and correct copy of the foregoing was sent by U.S. Mail to the Liquidation Clerk, HICIL, Merrimack County Superior Court, P.O. Box 2880, Concord, New Hampshire 02110-2880; to Mr. Eric A. Smith, Rackemann, Sawyer & Brewster, 160 Federal Street, Boston, MA 02110-1700; to Mr. J. Christopher Marshall, Civil Bureau, NH Dept. Of Justice, 33 Capitol Street, Concord, New Hampshire 03301-6397; to Ms. Melinda S. Gehris, 501 Hall Street, Bow, New Hampshire 03304; and to Daniel Jordan, Law Office of Daniel Jordan, 4807 Spicewood Springs Road, Building One, Suite 1220, Austin, Texas 78759 and to New Hampshire State Legislator Representative Ingretson, Chairman of the Redress of Grievances Caucus.

  
Harry L. Bowles

**HARRY L. BOWLES**  
**306 BIG HOLLOW LANE**  
**HOUSTON, TEXAS 77042**

**Tel. 713-983-6779 Fax 713-983-6722 E-mail: [harry.bowles@separhlb.com](mailto:harry.bowles@separhlb.com)**

**February 19, 2010**

Representative Paul Ingbretson  
Redress of Grievances Caucus  
New Hampshire House of Representatives  
107 North Main Street  
Concord, NH 03301

Subject: Extension of New Hampshire Court Corruption into Texas

***Burning Question:*** How could a New Hampshire Superior Court take jurisdiction to rule that an Insurance policy remained active in Texas in August 2005, after the same court specifically voided that policy and all proceedings related to it effective on June13, 2003?

**Answer:** When it became necessary to cover up criminal insurance fraud, conspiracy, and money laundering by the New Hampshire Commissioner of Insurance and the Texas Property and Casualty Insurance Guaranty Association involving liquidation of a New Hampshire insurance company. The interstate fraud was created, orchestrated and perpetuated by a convicted Federal Felon as an ongoing government "**CHAIN CONSPIRACY**" by lawyers working in collusion with the Felon in four (4) states, but initiated in New Hampshire through the Superior Court.

Dear Honorable Representative Ingbretson:

1. I received information about the Caucus on the Internet web site for A Matter of Justice ("AMOJ"), a national legal reform group. By coincidence I have recently been a victim of corruption involving a faux referee-judge in a New Hampshire Superior Court that should be of interest and outrage to Caucus members.
2. My complaint involves insurance fraud in Texas by the New Hampshire Department of Insurance in conspiracy with the Texas Property and Casualty Insurance Guaranty Association in the liquidation of The Home Insurance Company, a defunct insurer incorporated in New Hampshire. **The Liquidator is the New Hampshire Commissioner of Insurance** and the Order of Liquidation issued by the Merrimack County Superior Court on June13, 2003.
3. By that order all in-force and Home insurance policies were canceled effective 30 days after June13, 2003 to allow clients to place the insurance with other carriers.
4. Also effective on June 13, 2003 all ongoing proceedings anywhere against Home were ordered abated except to the extent that the Liquidator saw fit to intervene.



5. The Liquidator's right to institute an intervention is limited by a two year statute of limitations per New Hampshire Insurance Code Section 404-C: 28.
6. In August 2005 I had a "FRAUD" and legal malpractice lawsuit active in the 151st District Court in Texas that was filed in August 1995. The defendant George Marion Bishop (Bishop) was my ex-counsel in underlying business litigation. Bishop had for years represented himself (pro se) and at all times refused to respond to my counsel's discovery requests for a copy of any applicable malpractice insurance that would cover his possible liability.
7. The judge of the Texas court owed her judgeship to Bishop's activity as a Republican candidate "gatekeeper" and, as a result, was totally biased and prejudiced against me. She at all times refused to rule on my sworn motions for summary judgment that were not responded to.
8. Suddenly, without notice or warning, in August 2005 an attorney appeared in representation of defendant Bishop. This was after I demanded the judge move the case forward. The suit had been abated as Bishop has been convicted in Federal Court in Houston and had completed his prison sentence.
9. Much later I learned that the new defense attorney had been employed by the Texas Property and Casualty Insurance Guaranty Association ("TPCIGA") to defend a professional malpractice policy issued by Home Insurance Company through an Austin, Texas insurance broker.
10. At no time did TPCIGA or Home Insurance in Liquidation appear as third-party defendants. Indeed, they pointedly refused to join the litigation as third-party defendants.
11. The judge of the 151st Court summarily dismissed my case in June 2006 as was prearranged between the conspirators, which of course included the Judge, Bishop's hand picked protégé.
12. I then filed a Rule 12 Motion to Show Authority because the defense attorney had refused to produce the insurance policy TPCIGA alleged gave it authorization to intervene in the lawsuit. That resulted in production of Home Policy No. LPL-F871578, a one-year policy that the company canceled without extended benefits effective February 6, 1994 for excessive claim experience. The policy was issued in 1993 to a 3-member law firm of which Bishop was president. That firm was dissolved in mid-1993, after which Bishop represented me without malpractice insurance coverage. Bishop of course desperately needed to maintain coverage to fund defense of my lawsuit.
13. I sued both TPCIGA and Home Insurance Company in Liquidation in the Austin, Texas federal court for fraud and abuse of process, but was poured out of that court, but not before I had obtained sworn affidavits from TPCIGA and Home officials in Austin and New York stating that Home had known about my prospective malpractice litigation since December 1993. Bishop, unknown to me, had requested Home to cover my "prospective malpractice lawsuit" that I filed 18 months later. The fact that Bishop requested coverage 18 months before I discovered his Fraud and sued him was a tacit admission of intentional wrongdoing that of itself would have invalidated coverage under the Fraud exclusion. His request 18 months before the fact was in effect a "voluntary Confession of wrongdoing".
14. Both TPCIGA and Home officials stated falsely and with perjury that Home had acted affirmatively to defend the policy in 1995 by hiring Bishop to represent himself to satisfy the insurance deductible.

15. All indications are that what actually happened was that the Liquidator never assumed control of the liquidation, but placed responsibility and trust in the hands of former Home officials in New York. This is evidenced, for instance, by the Home official Barta's affidavit stating that, **even if the Home policy did not apply to cover the lawsuit against Bishop, et al, it was Home's legal prerogative to grant coverage voluntarily.** Certainly, the New Hampshire Commissioner of Insurance would not have suggested defensively that Home Insurance may have provided Bishop with free insurance protection to cover liability in a ten million dollar lawsuit.
16. Further, Barta asserted that covered claim status resulted from an alleged formal Discovery Clause notice received from Bishop. However my discovery request for a copy of said notice was resisted and quashed by the Liquidator's counsel for no possible reason other than that Home never received such a Discovery Clause notice. The Referee's refusal to permit discovery of this document is illustrative of the Liquidator's inability control the Referee and all evidence entered into the "evidentiary hearing". Control of the proceeding by the Liquidator resulted in exclusion of evidence vital to show fraud and perjury by Home Insurance Company in Liquidation ("HICIL") officials New York.
17. There is every reason to believe that persons in Home's New York office acted independently in violation of the provision in the Order of Liquidation expressly prohibiting them from carrying on Home business after June 13, 2003.
18. Apparently Home's New York officials conspired with TPCIGA officials in Texas and with Bishop himself to intervene in my suit, knowing that the 151<sup>st</sup> Court judge in Texas was suborned by Bishop to summarily dismiss my case.
19. I consider the intervention as constituting a felony criminal act in violation of Section 32.46 in the Fraud Chapter of the Texas Penal Code, which prohibits securing the execution of a document by deception to affect the pecuniary interest of any person. I would imagine that New Hampshire has a similar section in its Penal Code.
20. It seems the Liquidator in New Hampshire knew nothing about the intervention until it was brought to his attention by my action against HICIL in the federal court. This belief stems from the fact that the Liquidator never appeared in defense of HICIL in the federal court.
21. Thus, when I filed a Proof of Claim with the Liquidator (as I was invited to do in the HICIL official's affidavit), the Liquidator employed new counsel in Boston, MA. And he was supplied with additional of counsel representation by New Hampshire Attorney General who, by law, is the legal representative for the Liquidator in all litigation.
22. My objection to the Liquidator's rejection of my Proof of Claim resulted in an opposed claim proceeding and an evidentiary hearing in the Merrimack County Superior Court before an appointed Referee who had the power of a judge to rule on my objection to the rejection.
23. The rejection should have been for reason that I had no standing to file a Proof of Claim since I had no insurable interest in any insurance policy ever issued by Home.
24. Instead the Liquidator's rejection took judicial notice of the dismissal of my case by the Texas court based on the work of the attorney employed by TPCIGA to defend the canceled and void Home policy. Thus, the Liquidator's rejection supported TPCIGA'S act of employing counsel to intervene in my lawsuit without authorization in defense of a non-existing, void and canceled Home insurance contract.
25. It was immediately obvious to me that the Liquidator's rejection notice defended and

supported the **knowingly perjurious** affidavit by the HICIL official in New York as well as TPCIGA'S intervention in the lawsuit in Houston. The notice placed the Liquidator in the position of admitting having played a role in the intervention, even though there was no documented activity by the Liquidator to show his participation in the intervention as required by the Order of Liquidation and the New Hampshire Insurance Code.


26. It is clear that the Insurance Commissioner was surprised by and was unprepared to deal with criminal conduct by Home officials in the execution of the liquidation. In denial, he refused to acknowledge that the violation of the Order of Liquidation and the Insurance Code reflected back on his own dereliction of duty to maintain law and order.
27. Likewise, the New Hampshire Department of Justice was also not prepared to act or discipline or prosecute civil and criminal misconduct by former Home officials purportedly working under the supervision of the New Hampshire Commissioner of Insurance to execute the liquidation of the insurance company. That had already been proven when the New Hampshire Attorney General rejected my complaint of insurance fraud and demand for relief made in a letter to me dated July 2, 2008 (copy attached). The letter is signed by assistant AG. Christopher Marshall, the same lawyer (now in the civil division) who was assigned as of counsel in the opposed claim evidentiary hearing.
28. As was prearranged, the Referee ruled that my Proof of Claim was properly rejected based on the Liquidator's defense stating that TPCIGA had the authority to employ counsel to defend the Home policy, ignoring the fact that neither TPCIGA nor Home had ever appeared as third-party defendants in the case in Texas. The Referee's ruling is a long and tortuous document composed by the Liquidator's Boston attorney that is a study in how to completely distort facts and law.
29. It will undoubtedly be given rubber stamp approval by the Superior Court.
30. **I at all times was made aware that the evidentiary hearing regarding my Proof of Claim was a kangaroo court proceeding. It was a total miscarriage of justice carried out to obstruct justice in Texas.** I was denied discovery of vital documents, and my sworn Motion for Summary Judgment was denied without rebuttal of the issues by the Liquidator's counsel.
31. The Referee's custom-made ruling cannot hide or obscure:
  - The irrefutable fact that TPCIGA'S August 2005 intervention in my malpractice lawsuit in Texas was in defense of a void, canceled and non-existent insurance contract;
  - The fact that that my malpractice litigation in Texas never constituted a covered claim by me against a Home insurance policy;
  - The fact that the Liquidator never made a decision to intervene in my lawsuit in 2005;
  - The fact that the Liquidator never sought the legally required approval of the Superior Court to initiate that intervention;
  - The fact that both the Liquidator and TPCIGA were prohibited by the two-year Statute of Limitations from initiating an intervention in defense of any Home policy in August 2005.
32. The expanded answer to the burning question at the heading of this letter is that the Liquidator orchestrated a plan or procedure to cover up TPCIGA'S criminal conduct in Texas and to cover up the Liquidator's own nonfeasance and malfeasance in the execution of his official duty. The faux court appointed Referee refused to issue an order approving my objection to the Proof of Claim rejection notice. The Referee's order is blatantly false

and fraudulent. It fails wholly to notify the Superior Court that TPCIGA intervened in my lawsuit intentionally and independently in blatant contempt of the Order of Liquidation and the New Hampshire Insurance Code. The above facts are proven indisputable facts showing criminal intent and actions leading to the creation and perpetuation of an interstate government sponsored Chain Conspiracy using the faux court appointed puppet Referee to compose an "order" designed to cover up the alleged criminal acts.

33. The information I received on the Internet was that the purpose of the Redress of Grievances Caucus in the New Hampshire House of Representatives is to act against gross and unconscionable corruption in the New Hampshire legal system involving judges.
34. The Referee in my action against the Liquidator in the Home Insurance case was given the power of a judge, but she was nothing more than a figurehead under the control of the New Hampshire Department of Justice and the Commissioner of Insurance. I was victimized by a sham legal proceeding in which my rights were totally disregarded and in which the result was a foregone conclusion because of the bias of the tribunal. This is law dictionary definition of a kangaroo court and Chain conspiracy.
35. The Superior Court must know that TPCIGA intentionally committed the criminal act of securing execution of a document by deception to destroy not only my legal malpractice action in the Texas court, but also to destroy my secondary purpose which was to prove that the underlying business litigation was never subjected to an appealable final judgment. TPCIGA'S fraud in facilitating the subornation of the Texas court resulted in great financial loss to my estate, in excess of \$ 10,000,000.00 and counting.
36. Bishop, due to limited finances, remained a pro se litigant from August 1995 until August 2005. Without representation he was nevertheless able to avoid summary judgment due to his special bonded relationships with the judges of Harris County courts as their "Kingmaker".
37. An imperative need for attorney representation for Bishop developed in 2005 because he was a resource for me to prove that the underlying litigation was never finalized. His co-conspirators in that litigation wished to sell the property fraudulently acquired by and through Bishop's betrayal of his client. My lawsuit was an impediment because it threatened to expose the scandalous court corruption involved in the expropriation of my business property through a fraudulent receivership proceeding.
38. TPCIGA'S employment of a defense attorney for Bishop et al solved both Bishop's problem and the problem facing his co-conspirators in the underlying case.
39. Thus, the Liquidator, by his approval and support of TPCIGA'S intervention in Texas, became a willing collaborator with Bishop and TPCIGA in the scheme to complete the illegal expropriation of my capital stock and real estate by laundering the proceeds of sale through one court proceeding.
40. A rough estimate is that TPCIGA'S unauthorized intervention into my legal malpractice lawsuit in August 2005 has generated more than \$600,000 in lawyer fees paid by TPCIGA and by the Home estate. There was one Houston law firm engaged, one in Dallas, two in Austin, two in Concord, and one in Boston. It is easy to see what a financial debacle it would have been for me had I attempted to battle this conspiracy of lawyers and judges with retained attorneys.
41. Texas courts are certainly corrupt beyond expression. The fact that the New Hampshire Commissioner of Insurance has seen fit to export a new brand of corruption to Texas with

the aid and abetment of the New Hampshire Department of Justice and (perhaps) the Superior Court of Merrimack County is painful beyond toleration.

42. My personal holding is that the Order by the Referee is actually null and void on its face for several reasons, the three primary ones being: (1) that the Referee and the Superior Court had neither personal jurisdiction nor jurisdiction of the subject matter at issue because my Proof of Claim was unrelated to an open covered claim against a Home policy<sup>1</sup>; (2) that all orders are void if the court acted in a manner inconsistent with due process, and (3) that the order was the result of fraud. Federal and state court decisions are in support of due process violations. Time limitations do not apply.
43. It is extremely exasperating to see that I have been thrown further into this maelstrom of litigation by the Liquidator's compulsion and lust to prevail and cover up heinous criminal conduct. And by the desire of attorneys in Boston and Concord to continue collecting legal fees from the Home estate for no valid reason.
44. The crime was committed in Houston, Texas, and was perpetrated by TPCIGA headquartered in Texas. There is no rationale for the Liquidator to claim involvement when it is clear that there was no claim filed against the subject policy by an insured party.
45. I request the help and support of the Redress of Grievances Caucus and the Governor of New Hampshire in my effort to reverse the outrageous ruling secured by the Liquidator against me. Reiterating, my problem is the independent action taken by TPCIGA in Texas to defend a void insurance policy. The Liquidator for the Home Insurance Company has and had no reason or prerogative to become involved in the case in Texas.
46. Summarizing, Bishop a convicted Federal Felon surreptitiously worked behind the scenes with key personnel in HICIL and TPCIGA to orchestrate, create and perpetuate an ongoing interstate chain conspiracy resulting in theft of millions of dollars from my estate, perhaps between ½ million and a million dollars in illicit paid legal fees from the coffers of HICIL and TPCIGA.. Bishop has worked with said officials and lawyers to obstruct justice for five (5) years.
47. It is unthinkable to me and other citizens and local lawyers familiar with this conspiracy that a convicted felon could wield such power working behind the scenes, to call in political paybacks owed to him from his days as the judicial Republican Kingmaker of Harris County, Texas. It is pertinent to note that Bishop's wife was a State District Judge in Harris County and that the Judge of the 151st State District court is the Bishop's close personal and social friend.
48. The entire BISHOP/HICIL/TPCIGA file that fully documents many criminal charges is available upon request.
49. I look forward to an expedient reply and thank you for your interest in judicial accountability.

  
Harry L. Bowles

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1 The affidavit of HICIL official Barta in New York claiming that Home "undertook" to defend the policy in 1995 when my malpractice lawsuit was filed is false and perjurious as Home never appeared in as a third-party defendant and no insured party ever filed a Proof of Claim after June 13, 2003 as required by the Order of Liquidation and the New Hampshire Insurance Code.

### Distribution

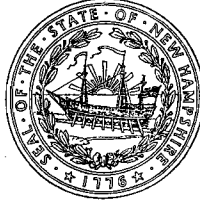
The preceding is properly a public document that requires the attention of the following to which copies are being transmitted:

- The Governor of New Hampshire
- The New Hampshire Commissioner of Insurance
- The New Hampshire Attorney General
- The Presiding Judge of the Superior Court of Merrimack County
- The Governor of Texas
- The Texas Property and Casualty Insurance Guaranty Association
- The Texas Commissioner of Insurance
- The Fraud Unit of the Texas Insurance Department
- The Texas Attorney General
- The Harris County District Attorney
- Texas State legislators and committees
- The Federal Bureau of Investigation (FBI)

ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

KELLY A. AYOTTE  
ATTORNEY GENERAL



ORVILLE B. "BUD" FITCH II  
DEPUTY ATTORNEY GENERAL

July 1, 2008

Harry L. Bowles  
306 Big Hollow Lane  
Houston, TX 77008

Re: Complaint dated 6/2/08 filed with NH Insurance Department  
against Home Insurance Company in Liquidation

Dear Mr. Bowles:

The above complaint has been referred to this Office, which represents the New Hampshire Insurance Department, for a response.

The complaint says that the Home Insurance Company in Liquidation (HICIL) has refused to respond to your request for the status of a proof of claim you filed with HICIL on February 4, 2008. The Department forwarded your complaint to the Chief Claims Officer of HICIL. He reports that your claim is being reviewed and will be responded to in due course.

Note that the Department's consumer complaint procedure under which you filed your complaint does not apply to an insurance company in liquidation. The Consumer Services Division may mediate disputes between an insured and department licensees, but not disputes that are before the courts. Ins. Reg. 102.08(a). HICIL operates under court supervision pursuant to RSA ch. 402-B. In determining claims, HICIL follows court-approved procedures, information on which is available at the HICIL website, [www.hicilclerk.org](http://www.hicilclerk.org). Thus, your claim against HICIL is a dispute that is already before the courts and will be addressed through the claims review procedures without involvement by the Consumer Services Division.

Very truly yours,

A handwritten signature in black ink that reads "J. Christopher Marshall".

J. Christopher Marshall  
Assistant Attorney General

JCM/sd  
280234

**HARRY L. BOWLES**  
**306 BIG HOLLOW LANE**  
**HOUSTON, TEXAS 77042**

**Tel. 713-983-6779 Fax 713-983-6722 E-mail [harry.bowles@separhlb.com](mailto:harry.bowles@separhlb.com)**

**February 26, 2010**

Texas Department of Insurance  
Fraud Unit, Mail Code 109-3A  
P.O. Box 149336  
Austin, Texas 78714-9336

Greg Abbott, Attorney General  
State of Texas  
P.O. Box 12548  
Austin, Texas 78711-2548

Reference: Fraud Unit Reference No. 2007-40562 and Complaint Dated January 4, 2010

Sir or Madam:

1. On January 4, 2010 I forwarded a complaint of insurance fraud to the fraud unit, which was copied to the Texas Attorney General, and to the Harris County District Attorney, as well as to the Referee and attorneys in New Hampshire involved in a proceeding in that state concerning an insurance policy issued by Home Insurance Company.
2. Your response to the letter dated January 8, 2010 stated the matter had been referred to Mr. Silas Alexander in the Enforcement Compliance Intake Unit with the assigned complaint ID# 815607.
3. On January 20, I forwarded to Mr. Alexander additional information regarding my complaint # 815607, which complaint dates back to December 2006.
4. More recently my exasperation with the refusal of Mr. Alexander and with the actions of the Liquidator in New Hampshire caused me to make complaints to the Governor of Texas and other state officials and to New Hampshire state officials and legislators. Your office received copies of these letters that further documented the massive fraud, rising to the level of criminal fraud, involving the Texas Property and Casualty Insurance Guaranty Association and its illegal intervention in my legal malpractice lawsuit against George M. Bishop, a convicted Federal Felon, in Houston in August 2005 in defense of Home Insurance Policy No. LPL-F871578.

**EXHIBIT B**



5. In my January letter, I cited a group of Penal Code violations on the part of TPCIGA, as well as violation of Subchapter E of Chapter 541 of the Texas Insurance Code.
6. I requested enforcement of the Penal Code to punish criminal conduct. I also requested the Attorney General act to enforce the provisions of the cited Texas Insurance Code through a permanent injunction lawsuit and a suit to seek civil penalties and restitution.
7. There have been no responses to my complaints and requests for relief as yet,
8. However there has been a new development in the litigation in the Merrimack Superior Court in New Hampshire that is of vital importance as proof of my charge that TPCIGA is guilty of interstate criminal conspiracy and felony criminal conduct by tortious interference to secure a fraudulent court judgment against me by criminal fraud and deception.
9. New pleadings and an Order issued by the Superior Court were posted in the Home liquidation proceeding on February 19, 2010. These documents contain new information that was carefully **kept secret from me** in my litigation against the Liquidator and TPCIGA in the federal court in Texas and in the Superior Court. The documents referred to are attached as **EXHIBIT A**.
10. By the pleadings and the Order posted by the Superior Court clerk, I have now discovered that there is litigation in progress in California courts and in New Hampshire concerning a dispute in which California plaintiffs are suing the Zurich-American Insurance Company ("Zurich") for fraudulent transfers by Zurich subsidiary Risk Enterprise Management, Ltd. ("REM"). The California litigation arises out of Home's alleged failure to honor obligations to policyholders and Zurich's potential liability for those alleged failures.
11. REM is a **TPA** (a third party administrator) that was **originally formed in 1995 as a subsidiary of Zurich to manage the runoff business of Home Insurance Company**. REM was split off from Zurich North America as a stand-alone company in 2007.(See attached **EXHIBIT B** - interview and profile of REM president published in Risk and Insurance Magazine in November 2009).
12. The California litigation is not directly related to my litigation in the Superior Court. However, there is a connection by the fact that REM acted as a TPA in handling my purported claim against Home Insurance Policy No. LPL-F871578 that TPCIGA and the Liquidator allege resulted from my filing of a legal malpractice suit against George M. Bishop, et al in August 1995.

13. I first became aware in July 2009 that REM was involved in my opposed Proof of Claim proceeding in the Superior Court through a discovery request in which the Liquidator produced a TPA identification form and a document showing transmission of documents related to Bishop, Peterson & Sharp (“BPS”) Claim No. 085-0-600764 from REM in Atlanta, Georgia to TPCIGA in Austin, Texas.
14. On February 19, 2010 the Merrimack County Superior Court issued an order denying a Motion to Compel filed by the California plaintiffs. (See in EXHIBIT A). The portion of the Order relevant to my complaint of criminal misconduct by TPCIGA by its intervention in my legal malpractice lawsuit in August 2005 is the following on page 2:

“In 1995, Home undertook a recapitalization process, as a result of which Risk Enterprise Management, Ltd. (“REM”) took control of Home’s business. Zurich sought the commissioner’s approval of a transaction in which Zurich would acquire Home. The commissioner approved the transaction, but required oversight by the New Hampshire Insurance Department (“NHID”). The commissioner also entered a consent order that required on-site monitoring of Home’s day-to-day activities by NHID. By 1996, Home had no employees and was entirely represented by REM. The resulting order of supervision included Zurich and ‘any and all controlling persons of the Home’ in the NHID’s enhanced regulation.”
15. REM administered Home, under Department oversight, from 1995 to 2003. Home, in its answer to the California group’s Motion to Compel, expressly admits that REM’s activities are subject to and governed by the Order of Liquidation.<sup>1</sup>
16. REM is not an insurance company or an insurer. **After June 13, 2003 its duties and responsibilities to administer Home insurance policies ended, and all records became the property of the Liquidator. Those records, per the Order of Liquidation could not be transferred without the express written authority of the Liquidator.**

### The Significance of EXHIBIT A

*It is Prima Facie Evidence of a planned fraud, resulting in formation of an interstate criminal conspiracy eventually encompassing parties in five (5) states over a period of many years.*

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<sup>1</sup> The Order of Liquidation prohibits all present or former directors, officers, employees, agents, representatives, and consultants from proceeding with the business of The Home effective 6-13-2003 unless by express written authorization of the Liquidator. Also, they cannot interfere with the conduct of the Liquidator; all insurance in-force contracts are cancelled; all actions and proceedings against The Home are abated, and all insureds with unresolved claims must file Proofs of Claim with the Liquidator.

17. EXHIBIT A is relevant to my charges of criminal conduct by TPCIGA in violation of Texas Penal Code 32.26 – Securing the Execution of a Document by Deception with Intent to Harm. The relevance derives from the revelation that from 1995 to June 13, 2003, all claims against Home insurance policies were handled by REM as a third-party administrator. As the Superior Court’s Order states, **“By 1996, Home had no employees and was entirely represented by REM”**.
18. Included in a response to my Rule 12 Motion to Show Authority in my legal malpractice lawsuit against George M. Bishop et al (Cause No. 1995-43235 in the 151st District Court in Harris County) was a sworn affidavit dated September 7, 2006 by TPCIGA official Amber A Walker, Senior Claims Attorney. (Attached as **EXHIBIT C**).
19. Ms. Walker stated on personal knowledge that, prior to Home’s insolvency, Home had an agreement with George M. Bishop, a former partner of the insured law firm, that he would represent the firm until the policy deductible had been met.
20. In the year 2000 Bishop was convicted of tax evasion and was incarcerated for 18 months in federal prison. His license to practice law was formally suspended in 2003.
21. Ms. Walker testified falsely that once the deductible had been met TPCIGA retained defense counsel to represent the defunct law firm BPS. This was in August 2005. Thus, per TPCIGA’s testimony, Bishop represented himself and other insureds for ten years, even during his incarceration and after his disbarment, for the sum of \$10,000, the amount of the deductible. Her testimony is false and fraudulent per se and constitutes aggravated perjury under the Texas Penal Code.
22. Not once in Ms. Walker’s affidavit is there any mention of REM as Home’s third-party administrator and a REM agreement with Bishop whereby REM agreed to retain Bishop to represent himself and BPS in my lawsuit in defense of Home Policy No.LPL-F871578.
23. REM represented claims against Home over the entire period after August 1995 when my lawsuit was filed. REM administered the policy totally and entirely without Home’s participation.
24. At no time did over the period of its administration from 1995 to August 2003 did REM ever appear as a third-party defendant in my lawsuit in Texas. During that period Bishop (a sole proprietorship) and BPS were never represented by legal counsel. Defense counsel appeared mysteriously in 2005 openly stating they were representing only BPS.

25. It is undeniable that any contractual arrangement between Bishop and Home or between Bishop and REM regarding defense of Home Policy No. LPL-F871578 was cancelled and voided effective June 13, 2003 by the Superior Court's Order of Liquidation.

#### Conclusion

26. The documents presented here show that:

- Home Insurance Company did not manage its insurance business from 1995 through June 13, 2003;
- REM was formed to manage the assets and liabilities of Home Insurance in 1995 and functioned as Home's TPA (third-party administrator) until June 13, 2003, when Home was placed into runoff, with the New Hampshire Insurance Commissioner serving as the Liquidator;
- REM and TPCIGA were each subject to the terms of the Order of Liquidation;
- REM took no action to intervene in my lawsuit in Texas to defend Home Policy No. LPL-F871578 over the period it served as Home's TPA, **hence REM refused to recognize my lawsuit as an open covered claim against the policy;**
- In June 2003 REM transferred documents (consisting of correspondence between Home Insurance officials and BPS insureds) in possible violation of the Order of Liquidation prohibiting former Home officials and agents from proceeding with Home business;
- Neither REM nor TPCIGA are insurers and were and are unauthorized to make judgments involving the defense of insurance policies where no Certificate of Insurance has been issued by an insurer;
- It is clear that TPCIGA's criminal act of intervention in my lawsuit in Texas to secure execution of a false judgment against me was by deception and was totally unauthorized since no insured party filed a Proof of Claim and since neither Home nor REM appeared as third-party defendants prior to or after the liquidation date of June 13, 2003. The actions of TPCIGA officials in concert with other named parties, and those to be named, constitutes an interstate criminal conspiracy created for the illegal defense of a Federal Felon. Investigation has demonstrated that Bishop, the disbarred felon, created a conspiracy and used his political connections with TPCIGA officials and others in an ongoing "CRIMINAL ENTERPRISE" resulting in the theft of hundreds of thousands of dollars of HICIL and TPCIGA funds and loss of over \$10,000,000 to the Bowles estate.

**Demand for Relief**

27. I hereby reiterate my demand for relief available to me pursuant to the Fraud Unit's mandate to protect the interests of the citizens of Texas from outrageous fraud and criminal conduct by insurance companies and (in this case) quasi insurance companies who are statutorily prohibited from being a surrogate for an insurer.

28. I hereby demand the Texas Attorney General act in my behalf to enforce the provisions of the Texas Insurance Code set out in Subchapter E of Chapter 541 of the Code. I demand an injunction enjoining further violations and civil penalties and compensatory damages and restoration of monies and property lost.

29. Furthermore, I demand an expedient reply to this letter and to my previous correspondence. As recipients of this letter are aware that **"FRAUD VITIATES ALL"**. Please do not attempt to insult my intelligence by referring to Statutes of Limitation and other technical defense mechanisms. Felony conduct to secure execution of a document by deception carries a seven year statute of limitations. This is an ongoing interstate criminal enterprise involving many other felony Penal Code violations.

Thank you,

A handwritten signature in cursive script that reads "Harry L. Bowles". The signature is written in black ink and is positioned above the printed name.

Harry L. Bowles

**THE STATE OF NEW HAMPSHIRE**

**MERRIMACK, SS.**

**SUPERIOR COURT**

In the Matter of the Liquidation of The Home Insurance Company

No. 03-E-106

**ORDER**

Roger A. Sevigny, the New Hampshire insurance commissioner and liquidator of The Home Insurance Company ("Home"), filed a motion for order governing confidentiality of regulatory documents ("Motion") asking this court to hold that certain regulatory documents sought by parties to a California case are confidential not subject to a subpoena. Zurich Insurance Company ("Zurich") and its affiliates (whose acquisition of Home is contested) as parties in the California litigation also seek certain documents and the commissioner requests this court to issue an identical holding of confidentiality.<sup>1</sup> The California litigation arises out of Home's alleged failure to honor obligations to policyholders and Zurich's potential liability for those alleged failures. The documents sought by the plaintiffs and the defendants in the California litigation were created in the course of Home's regulation by the New Hampshire Insurance Department ("NHID"). The commissioner/liquidator contends the documents are confidential under New Hampshire law. *See* RSA 400-A:37-IV-a, RSA 401-B:7 and RSA 404-F:8. Because the cited statutes require the confidentiality of all documents exchanged with the NHID in the course of its regulation of Home, the court will decline to enforce any subpoenas of the confidential documents requested by the parties.

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<sup>1</sup> The commissioner/liquidator also filed an emergency motion for expedited decision or hearing on the Motion. The issuance of this order on this day renders the emergency motion moot.

**EXHIBIT A**

In 1995, Home undertook a recapitalization process, as a result of which Risk Enterprise Management, Ltd. (“REM”) took control of Home’s business. Zurich sought the commissioner’s approval of a transaction in which Zurich would acquire Home. The commissioner approved the transaction, but required oversight by the NHID. The commissioner also entered a consent order that required on-site monitoring of Home’s day-to-day activities by the NHID. By 1996, Home had no employees and was entirely represented by REM. In 1997, Home notified the NHID that its financial status was at a “mandatory control level,” which required enhanced regulation. The resulting order of supervision included Zurich and “any and all controlling persons of The Home” in the NHID’s enhanced regulation. Motion, Exh. 3 (Order of Supervision) at ¶1. The same order of supervision asserts the confidentiality of “any statements, analyses, models projections, reports and calculations obtained pursuant to this Order and the Consent Order and all other materials obtained in the connection therewith...” under New Hampshire statutes *Id.* at ¶7. A subsequent order of supervision also requires the confidentiality of information obtained by, or disclosed to the NHID representative. Motion, Exh. 4 (Second Supplemental Order of Supervision) at ¶3.

The parties to the California litigation have now requested documents in nineteen categories for which the liquidator has provided privilege logs reflecting the documents’ statutory confidentiality. One of the contested discovery requests requires production of correspondence to or from David Nichols—NHID’s on-site representative at Home. Another requires the production all “prior approval requests.” Both the California plaintiffs and the defendants have agreed that the liquidator may redact the confidential sections of prior approval requests.

When interpreting a statute, the court “first look[s] to the language of the statute itself, and, if possible, construe[s] that language according to its plain and ordinary meaning.” *Reming-*

*ton Invs., Inc. v. Howard*, 150 N.H. 653, 654 (2004). “When a statute’s language is plain and unambiguous, [the court] need not look beyond it for further indication of legislative intent, and ... will not consider what the legislature might have said or add language that the legislature did not see fit to include.” *Cloutier v. City of Berlin*, 154 N.H. 13, 17 (2006). “If a statute is ambiguous, however, [the court] consider[s] legislative history to aid [its] analysis. [The court’s] goal is to apply statutes in light of the legislature’s intent in enacting them, and in light of the policy sought to be advanced by the entire statutory scheme.” *Id*; see also *Franklin Lodge of Elks v. Marcoux*, 149 N.H. 581, 585 (2003) (“it is especially appropriate to consider the evil or mischief the statute was designed to remedy”) (citations and quotations omitted). Additionally, “[the court] interpret[s] a statute to lead to a reasonable result and review a particular provision, not in isolation, but together with all associated sections. The legislature will not be presumed to pass an act leading to an absurd result and nullifying, to an appreciable extent, the purpose of the statute.” *Green Crow Corp. v. Town of New Ipswich*, 157 N.H. 344, 346 (2008) (citations omitted).

Here, the liquidator claims that New Hampshire law—specifically RSA 400-A:37 and 401-B:7—shield the information regarding Home sought by the parties to the California litigation. RSA 400-A:37 provides, in pertinent part:

IV-a. Privilege for and Confidentiality of Reports and Ancillary Information.

(a) Except as provided in subparagraph IV(d) and in this subparagraph, all documents, materials, or other information, including, but not limited to, models or products provided by an entity separate from and not under direct or indirect corporate control of the company using the model or product, working papers, complaint logs, and copies thereof created, produced or obtained by or disclosed to the commissioner or any other person in the course of an examination made under this title, or in the course of analysis by the commissioner of the financial condition or market conduct of a company shall not be made public by the commissioner or any other person and shall be confidential by law and privileged, shall not be subject to RSA 91-A, shall not be subject to subpoena, and shall not be subject to discovery or admissible in evidence in any private civil action. The commissioner is authorized to use the documents, materials, or other



information in the furtherance of any regulatory or legal action brought as part of the commissioner's official duties.

(Emphasis added). Additionally, RSA 401-B:7, applying to Insurance Holding Companies, provides:

401-B:7 Confidential Treatment. – All information, documents and copies thereof obtained by or disclosed to the commissioner or any other person in the course of an examination or investigation made pursuant to RSA 401-B:6 and all information reported pursuant to RSA 401-B:4 shall be given confidential treatment and **shall not be subject to subpoena** and shall not be made public by the commissioner or any other person, except to insurance departments of other states, without the prior written consent of the insurer to which it pertains unless the commissioner, after giving the insurer and its affiliates who would be affected thereby, notice and opportunity to be heard, determines that the interests of policyholders, shareholders or the public will be served by the publication thereof, in which event he may publish all or any part thereof in such manner as he may deem appropriate.

(Emphasis added). The liquidator also cites RSA 404-F:8,I regarding Risk-Based Capital for Insurers. This statute shields from subpoena information gathered pursuant to any corrective order by the commissioner. This is important because such information would be damaging if made available to competitors.

The language of RSA 400-A:37, 401-B:7 and 404-F:8, I, is clear and unambiguous. It provides that information used and maintained by the commissioner in the course of his oversight of insurers and insurance holding companies, such as Home and REM, cannot be subject to subpoena and cannot be used in civil litigation. While the California litigants contend that a redacted version of the documents sought may be sufficient, the statutory language provides that no information gathered as a result of NHID regulation is subject to discovery in these circumstances. Therefore, a redacted version of the documents would violate New Hampshire law. The three statutory sections interpreted together clearly manifest an intent to protect the free flow of information between the NHID and companies it is regulating. Consequently, the documents re-

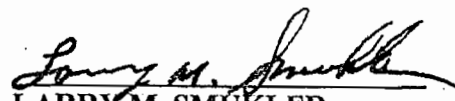
requested by the parties to the California litigation are confidential under RSA 400-A:37, 401-B:7 and 404-F:8, I and, therefore, are undiscoverable.

In addition to seeking an order providing that the requested information and documents are not subject to discovery, the liquidator requested this court to issue an order directing the California parties to refrain from seeking such information and documents. As indicated above, the court is persuaded that New Hampshire law precludes the discovery of the prior approval requests and the communications to and from Mr. Nichols regarding Home. Thus, this court cannot enforce a subpoena because the material is confidential under state law. It does not follow, however, that the this court has the authority to govern the conduct of parties to litigation in a different jurisdiction. Accordingly, the court declines the commissioner/liquidator's invitation to issue such an order.

Based on the foregoing, the commissioner/liquidator's Motion is GRANTED only to the extent that the court holds that the information and documents sought by the California plaintiffs and Zurich are confidential and not subject to discovery in New Hampshire. Thus, the court cannot enforce a subpoena or other process seeking such discovery.

So ORDERED.

Date: February 19, 2010

  
LARRY M. SMUKLER  
PRESIDING JUSTICE