

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

BEFORE THE COURT-APPOINTED REFEREE
IN RE THE LIQUIDATION OF THE HOME INSURANCE COMPANY
DISPUTED CLAIMS DOCKET

In Re Liquidator Number: 2008-HICIL-41

Proof of Claim Number: CLMN712396-01

Claimant Name: Harry L. Bowles

LIQUIDATOR'S OBJECTION TO REQUEST FOR EVIDENTIARY HEARING

Roger A. Sevigny, Commissioner of Insurance of the State of New Hampshire, as Liquidator ("Liquidator") of The Home Insurance Company ("Home"), hereby objects to the March 5, 2009 letter request for evidentiary hearing filed by the Claimant Harry L. Bowles.

1. This is an unusual disputed claim proceeding. Such proceedings are intended to provide for review of the Liquidator's claim determinations when they are objected to by claimants. In this matter the Claimant objected to the Liquidator's determination that Mr. Bowles' third-party claim against Home based on his claim against Home insureds Bishop, Peterson & Sharp and George M. Bishop (collectively "BPS") was barred by the res judicata effects of summary judgments entered in the insureds' favor in prior litigation between Mr. Bowles and the insureds. Judgment in favor of Home's insureds precludes a third-party claim in the Home liquidation under RSA 402-C:40. The Liquidator has advised Mr. Bowles that in the Liquidator's view the disputed claim proceeding is to address the objection to the Liquidator's claim determination. See Exhibit A (letter dated February 12, 2009)

2. In the request for evidentiary hearing, however, the Claimant states that he does not believe that he has a valid claim against the Home insurance policy. He instead seeks to litigate the question why the Texas Property and Casualty Insurance Guaranty Association

("TPCIGA") and – allegedly – the Liquidator provided a defense to BPS in Mr. Bowles' action against BPS. Mr. Bowles has raised this issue in litigation against the TPCIGA and Home in Texas, where it has been explained that (1) after entry of the Order of Liquidation in the Merrimack County Superior Court, the Liquidator forwarded Home's claim file to TPCIGA because Mr. Bowles lawsuit against BPS potentially constituted a "covered claim" under the TPCIGA statute; and (2) TPCIGA determined, based on information in the Home claim file, that coverage under the Home policy was triggered so that TPCIGA was obligated to provide a defense to BPS under the Home policy. See Exhibit B at 4, 5-6 (Joint Discovery/Case Management Plan in Mr. Bowles' action against Home and TPCIGA, which contains position statements).¹ Thus, the defense of BPS which Mr. Bowles challenges was provided by TPCIGA, pursuant to its statutory obligations to address "covered claims" under Home policies, and not the Liquidator. Cf. New Hampshire Ins. Guar. Ass'n v. Pitco Frialator, Inc., 142 N.H. 573, 576-78 (1998) (generally discussing New Hampshire Insurance Guaranty Association's obligations under RSA 404-B).

3. Mr. Bowles apparently does not accept that TPCIGA acts independently of the Liquidator and that it, and not the Liquidator, is charged with determining whether an action against a Home insured is a "covered claim" within the terms of both the TPCIGA statute and the Home policy and whether a defense should be provided to an insured of Home regarding a covered claim.

4. Mr. Bowles' claim against Home for allegedly providing BPS with a defense is properly heard in the New Hampshire proceedings to the extent it is cognizable anywhere. The

¹ The Liquidator has moved to dismiss this Texas federal court action based on, among other things, the injunction against litigation contained in the Order of Liquidation.

Liquidator accordingly proposes to address the matter in this disputed claim proceeding.² However, the claim does not present factual issues such as might warrant an evidentiary hearing. Instead, it presents legal issues regarding the respective duties of TPCIGA under the TPCIGA statute, Tex. Ins. Code ch. 462, and the obligations of the Liquidator under the New Hampshire Insurers Rehabilitation and Liquidation Act, RSA 402-C. Such legal issues are most efficiently and appropriately addressed through briefs, with exhibits, followed by a telephonic argument as provided in Section 15 of the Revised and Restated Order Establishing Procedures Regarding Claims Filed With The Home Insurance Company in Liquidation entered January 19, 2005 (“Claims Procedures Order”). Written submissions as provided in Section 15 will flesh out the issues and, in the Liquidator’s view, provide an appropriate basis for resolution of this matter. In the unlikely event that the Referee were to conclude after consideration of the written submissions that there were disputed factual issues warranting testimony, the Referee could then require a focused evidentiary hearing directed to those issues.

WHEREFORE, the Liquidator respectfully requests that the Referee:

- A. Deny the request for evidentiary hearing;
- B. Establish a briefing schedule for the parties to address Mr. Bowles’ claim that Home has improperly provided a defense for BPS; and
- C. Grant such other and further relief as justice may require.

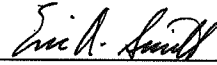
² The Liquidator reserves the right to raise all defenses to the claim, including but not limited to whether Mr. Bowles has standing to assert his claim, whether such a claim states a cause of action, and the applicable claim priority.

Respectfully submitted,

ROGER A. SEVIGNY, COMMISSIONER
OF INSURANCE OF THE STATE OF
NEW HAMPSHIRE, SOLELY AS
LIQUIDATOR OF THE HOME
INSURANCE COMPANY,

By his attorneys,
KELLY A. AYOTTE
ATTORNEY GENERAL

J. Christopher Marshall
NH Bar ID No. 1619
Civil Bureau
New Hampshire Department of Justice
33 Capitol Street
Concord, NH 03301-6397
(603) 271-3650



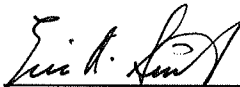
J. David Leslie
NH Bar ID No. 16859
Eric A. Smith
NH Bar ID No. 16952
Rackemann, Sawyer & Brewster
160 Federal Street
Boston, MA 02110
(617) 542-2300

March 16, 2009

Certificate of Service

I hereby certify that a copy of the foregoing Liquidator's Objection to Request for Evidentiary Hearing was sent by first class mail on March 16, 2009 to:

Harry L. Bowles
306 Big Hollow Lane
Houston, Texas 77042


Eric A. Smith

**RACKEMANN
SAWYER & BREWSTER**

PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

Established 1886

Eric A. Smith
617-951-1127
esmith@rackemann.com

February 12, 2009

Mr. Harry L. Bowles
306 Big Hollow Lane
Houston, Texas 77042

Re: 2008-HICIL-41

Dear Mr. Bowles:

I write in response to your letter of February 6, 2009 to David Leslie. As you know, we represent Roger A. Sevigny, Commissioner of Insurance for the State of New Hampshire, as Liquidator ("Liquidator") of The Home Insurance Company ("Home").

We have copies of your objection, supplemental pleading and second supplemental pleading.

Disputed claim proceedings in the Home liquidation are governed by the Restated and Revised Order Establishing Procedures Regarding Claims Filed With The Home Insurance Company In Liquidation entered January 19, 2005 (the "Claims Procedures Order"). The Claims Procedures Order is available on the website for the Home liquidation, www.hicilclerk.org, under "Court Orders Relating To The Claims Process".

It is the Liquidator's view that this proceeding is a dispute between you, as claimant against Home, and the Liquidator regarding the Liquidator's determination to deny the claim presented by proof of claim No. CLMN712396-01 in the Home liquidation. The dispute will be heard by the Referee, who will determine the appropriate procedure in accordance with the Claims Procedures Order.

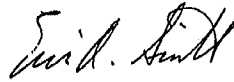
In accordance with Section 14(b) of the Claims Procedures Order, copies of the "Case File" are being provided to the Liquidation Clerk and to you under a separate letter issued today. Section 14(b) of the Claims Procedures Order then requires that the claimant provide

RACKEMANN
SAWYER & BREWSTER
COUNSELLORS AT LAW

Mr. Harry L. Bowles
February 12, 2009
Page 2

“Mandatory Disclosures” within thirty days. Once you have provided those disclosures, we should request that the Referee hold a telephonic structuring conference to determine how to proceed.

Very truly yours,



Eric A. Smith

HIR.9015

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

HARRY L. BOWLES

Plaintiff,

VS.

HOME INSURANCE COMPANY IN
LIQUIDATION (N.H.); AND TEXAS
PROPERTY AND CASUALTY
INSURANCE GUARANTY
ASSOCIATION

Defendants.

§
§
§
§
§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO. 1:08CV808SS

**JOINT DISCOVERY/CASE MANAGEMENT PLAN
UNDER FEDERAL RULE OF CIVIL PROCEDURE 26(f)**

- 1. Where and when the meeting of the parties required by Rule 26(f) was held, and the persons or counsel who attended for each party.

Counsel for Defendants submitted, via written correspondence, a proposed plan and scheduling order to Plaintiff *pro se* on February 13, 2009, asking for Plaintiff's comments and objections and for Plaintiff to submit the content of what he wanted included in Section 2, below. Counsel submitted a reminder communication on February 18, 2009. As of this date, Plaintiff has not offered any objections to the proposed content of either this Plan or the proposed Scheduling Order, nor did he provide any information he identified should be included in this Plan.

Daniel Jordan appeared for Defendant Texas Property & Casualty Insurance Guaranty Association ("TPCIGA"). Joanna Lippman Salinas appeared for The Home Insurance Company in Liquidation by its Liquidator Roger A. Sevigny, Commissioner of Insurance of The State of New Hampshire, solely in his capacity as the Liquidator of The Home Insurance Company ("HICIL"). Defendants' communications were submitted to Harry L. Bowles, *pro se*.

- 2. The nature and basis of the claims and defenses.

Plaintiff:

Unknown.

Defendant TPCIGA:

Plaintiff's Original Complaint contains allegations to the effect that TPCIGA improperly "intervened" in legal malpractice litigation brought by Plaintiff against Bishop, Peterson & Sharp ("BPS") and George M. Bishop, and filed a false affidavit in connection with that Underlying Litigation (*Harry L. Bowles v. George M. Bishop, et al*; Cause No. 1995-43235 in the 151st Judicial District Court of Harris County, Texas). BPS and Mr. Bishop were insureds under a professional liability policy issued by Home, with effective dates of January 23, 1993 to February 6, 1994.

TPCIGA has never "intervened" or otherwise made an appearance as a party in the Underlying Litigation. Instead, TPCIGA furnished a defense to BPS under the Home policy issued to BPS by retaining defense counsel from the firm of Marshall and McCracken to represent BPS. Plaintiff alleges that this conduct by TPCIGA was "officious intermeddling," based on Plaintiff's allegations that there was no coverage under the Home policy. Plaintiff claims that he sustained damages as the result of TPCIGA's conduct in retaining counsel to represent BPS, because the defense counsel retained by TPCIGA to defend BPS were successful in obtaining a summary judgment in favor of BPS in the Underlying Litigation. Plaintiff complains that the summary judgment granted by the Court in his malpractice litigation against BPS was improperly granted. According to Plaintiff, the improper ruling in favor of BPS in the Underlying Litigation was the result of bias on the part of the District Judge who presided over the Underlying Litigation. Plaintiff's Complaint does not allege that TPCIGA engaged in any conduct to create bias in favor of BPS. Instead, Plaintiff alleges that the Court in the Underlying Litigation was already biased because Defendant George Bishop's wife was a District Judge in Harris County, and because of Mr. Bishop's political activity within the Republican Party.

Plaintiff also complains that TPCIGA failed to furnish certain information to Plaintiff in connection with the Underlying Litigation or in connection with his claim under the Home policy, and that BPS' defense counsel filed a false affidavit signed by a TPCIGA employee in the Underlying Litigation.

TPCIGA responds to Plaintiff's allegations as follows. First, this court has no subject matter jurisdiction over Plaintiff's claims against TPCIGA in this case. Plaintiff's claims are based on his assertion that he sustained damages as the result of an improper summary judgment by the District Judge in his state court litigation against BPS. It is well-settled that Federal district courts do not have subject matter jurisdiction over claims based on the alleged incorrectness or impropriety of judgments entered by state district courts.

Additionally, there is no diversity of citizenship jurisdiction between Plaintiff and TPCIGA. TPCIGA as an unincorporated association is a citizen of each state in which its member insureds are citizens, including Texas, the state in which Plaintiff is also a citizen.

No federal question jurisdiction exists in this case because Plaintiff's Complaint fails to state a claim under a federal law. A third-party liability claimant has no federal claim or cause of action against another person's liability insurer, or against an entity such as TPCIGA, for making an incorrect determination of its own contractual obligation to furnish defense counsel to represent a defendant. Nor does any federal claim arise in favor of a third-party liability claimant if defense counsel retained on behalf of a defendant in litigation are successful in defending the litigation, resulting in a judgment resolving the issues of liability against the liability claimant and in favor of the defendant in the liability litigation.

With respect to Plaintiff's ostensible effort to assert claims under 42 U.S.C. §1983, Plaintiff's Complaint fails to raise a federal question because it fails to allege any facts involving state action by TPCIGA. TPCIGA is not a state actor, and Plaintiff does not even allege that TPCIGA engaged in any direct communication with a state actor with respect to the Underlying Litigation. Certainly there are no allegations that TPCIGA entered into an agreement with a state actor with the specific intention of wrongfully depriving Plaintiff of his constitutional rights, which is what the applicable case law would require to state a claim. Since Plaintiff's Complaint fails to state a claim against TPCIGA on which relief could be granted, it also fails to state a claim that raises a federal question for purposes of subject matter jurisdiction.

TPCIGA has numerous substantive grounds on which it has no liability to Plaintiff. First, under the Guaranty Act, TPCIGA has no liability to Plaintiff under Texas law other than for failure to pay a "covered claim." Plaintiff asserts that there was no coverage under the Home policy, so his liability claims could not constitute a "covered claim" payable by TPCIGA under the Guaranty Act.

Plaintiff lacks standing to assert a claim against TPCIGA for its conduct in determining that it owed a defense to BPS. Under the applicable Texas law, Plaintiff could only have standing to bring a direct claim against TPCIGA if he had obtained a judgment against BPS or another insured under the Home policy, and the judgment was for a cause of action within the coverage of the policy. This is certainly not true with respect to the Underlying Litigation, since the summary judgments granted in the Underlying Litigation were in favor of the defendants, not Plaintiff.

TPCIGA owed Plaintiff no duty with respect to its conduct in furnishing a defense to BPS in the Underlying Litigation, or with respect to its control of the defense of BPS under the Home policy. Under Texas law, the only legal duty owed by a liability insurer is owed to its insured, and is limited to its duty under the *Stowers* doctrine to reasonably settle claims within the coverage of the policy within the policy limits. Plaintiff's Complaint does not allege facts which could give rise to a claim under the *Stowers* doctrine, and even if such facts were alleged, the Guaranty Act expressly precludes TPCIGA from liability in connection with a *Stowers* claim.

Plaintiff's Complaint also purports to assert claims against TPCIGA for perjury and for failing to comply with Plaintiff's discovery requests in the Underlying Litigation.

However, no independent cause of action exists with respect to such claims. Similarly, Plaintiff alleges that TPCIGA engaged in conduct which violated various criminal statutes, but none of the statutes in question create a private cause of action for their violation.

Plaintiff's claims are frivolous and lack any merit whatsoever. TPCIGA correctly determined that it owed a defense to BPS. Therefore, TPCIGA was statutorily obligated to furnish a defense to BPS, and TPCIGA carried out its statutory obligations by doing so. Contrary to Plaintiff's allegations, BPS furnished Home with written notice of a claim by Plaintiff against BPS prior to the expiration of the Home policy in question. The claim file furnished by Home to TPCIGA contains communications from Plaintiff involving Plaintiff's complaints by Plaintiff about the quality of BPS's legal representation, and Plaintiff demanded fee reductions in connection with his complaints. BPS was advised of Plaintiff's potential legal malpractice claims in correspondence to Mr. Bishop in December 1993. Plaintiff's written demands for fee reductions qualify as a claim within the meaning of the policy. BPS notified Home of these claims in correspondence dated December 29, 1993—more than a month before the expiration of the policy. Even if Plaintiff's correspondence had not contained a demand for fee reductions, coverage under the Home policy would still have been triggered under the policy's discovery clause provisions, which permit an insured to trigger coverage by notifying Home within the policy period of events which might subsequently give rise to a claim. BPS reasonably believed that Plaintiff would bring legal malpractice claims against it, and indeed, Plaintiff did so within a few months of his initial threats. Based on the available documentation from the Home claim file, BPS clearly satisfied the requirements of the Home policy with respect to triggering the claims-made coverage available under the Home policy. Accordingly, had TPCIGA denied a defense to BPS, as Plaintiff insists it should have done, TPCIGA would have breached its statutory obligations to BPS.

Further, TPCIGA denies that the trial court acted improperly in the Underlying Litigation by granting summary judgment in favor of BPS. To the contrary, it is undisputed that BPS filed a claim against Plaintiff for recovery of its attorneys' fees in Cause No. 1991-43235. The trial court in the Underlying Litigation correctly ruled that any malpractice claims Plaintiff wished to assert against BPS were mandatory counterclaims. Therefore, the Court in the Underlying Litigation acted correctly in determining that the judgment in Cause No. 1991-43235, which did not furnish any relief to Plaintiff in connection with any legal malpractice claims against BPS, meant that Plaintiff's claims against BPS in the Underlying Litigation were barred by *res judicata*.

If the trial court in the Underlying Litigation entered an incorrect judgment in favor of BPS, as Plaintiff alleges, Plaintiff's remedy was to seek reversal of the judgment by filing a timely appeal in a state appellate court of competent jurisdiction. Plaintiff failed to do so, and has thereby waived any claims that the summary judgment in favor of BPS was improperly granted. Alternatively, any damages to Plaintiff arising from the entry of an improper judgment in the Underlying Litigation were not caused by TPCIGA, but were caused by Plaintiff's failure to bring a timely appeal.

With respect to Plaintiff's liability claim against Mr. Bishop, the information presently available to TPCIGA indicates the summary judgment entered in Mr. Bishop's favor in the Underlying Litigation has not yet become final. As a result, Plaintiff's remedy for relief from the summary judgment in favor of Mr. Bishop in the Underlying Litigation is to request reconsideration of the summary judgment, and if that is not successful, to timely bring an appeal when the summary judgment in favor of Mr. Bishop becomes final and appealable.

In addition, Plaintiff's claims in this litigation are also the subject of pending litigation in the Home Insurance Company receivership proceedings in New Hampshire. As a result, some or all of Plaintiff's claims in this case are presently pending in at least three different courts: 1) the Court presiding over the Underlying Litigation; 2) the Court presiding over the Liquidation of Home Insurance Company, and 3) this Court. It is clearly improper for Plaintiff to bring the same claims in multiple courts.

Defendant HICIL:

All references to acts or events prior to the Order of Liquidation refer to The Home Insurance Company and all references to acts or events post the Order of Liquidation refer to The Home Insurance Company in Liquidation.

On June 11, 2003, The Home Insurance Company ("Home") was declared insolvent and an Order of Liquidation was entered by the Superior Court for the State of New Hampshire, Merrimack County, said order having been vacated and superseded by Order of Liquidation dated June 13, 2003. Home is a New Hampshire corporation with its statutory offices in Manchester, New Hampshire and its principal office in New York. Home is a New Hampshire insurance company subject to regulation by the New Hampshire Insurance Department.

Home issued a Professional Liability Policy to Bishop Peterson & Sharp, P.C. (the "Insured Law Firm"). The Professional Liability Policy is a claims made and reported policy. Under the policy, a "claim" was defined as a "demand received by the insured for money or services, including the service of a suit...." Prior to the expiration of the Professional Liability Policy reporting period, Bowles forwarded letters to the Insured Law Firm expressing dissatisfaction with its work and demanding fee reductions. The Insured Law Firm then notified Home regarding same within the policy period. For purposes of the Professional Liability Policy and pursuant to its Discovery Clause, a claim was timely reported alleging acts or omissions that potentially invoked coverage under the Professional Liability Policy. Since the Professional Liability Policy is a third-party liability policy providing the Insured Law Firm with defense and indemnity benefits where coverage is otherwise afforded, this was all that was necessary to potentially invoke coverage under the policy at issue.

Home was designated as an impaired insurer by the Texas Commissioner of Insurance on June 26, 2003. Pursuant to the provisions of Subchapter G of the Texas Property and Casualty Insurance Guaranty Act (the "Act"), Home forwarded its entire claim file to the

Texas Property and Casualty Guaranty Association ("TPCIGA") because the pending lawsuit potentially constituted a covered claim under the Act. Pursuant to the Act, TPCIGA undertook to discharge its statutory duty to defend the Insured Law Firm. Having forwarded the claim file to TPCIGA as it was required to do under the Act, Home has had no further direct involvement with the lawsuit by Bowles against the Insured Law Firm. By virtue of paragraph (n) of the Order of Liquidation, "all persons are hereby permanently enjoined and restrained from...any act to collect, assess, or recover a claim against The Home, other than the filing of a proof of claim with the Liquidator...." Bowles never filed a proof of claim regarding this matter.

HICIL asserts that this Court does not have jurisdiction because complete diversity does not exist between the parties, there is no federal question jurisdiction because Plaintiff has not alleged, and cannot allege, a violation of a federal law, statute, or constitutional provision on which this Court can exercise jurisdiction, and there is no other statutory basis for jurisdiction.

HICIL also asserts that the Order of Liquidation enjoins commencing any actions against Home except through the liquidation process and the Order of Liquidation is entitled to full faith and credit and comity. Further, this Court should dismiss under the doctrine of abstention.

HICIL also asserts that this case should be dismissed because Plaintiff has no viable claims against it. Plaintiff's pleadings fail to properly state a claim against it, and HICIL is entitled to judgment on the pleadings. Potential coverage was invoked under the policy of insurance issued by Home and Home undertook to provide a defense to its insured as required by the policy. Even if a defense had not been owed, the decision to afford a defense would simply constitute a voluntary payment. Complying with the duty to defend under a liability policy presents no basis for a third party claimant against HICIL. HICIL disputes that there are any viable causes of actions asserted against it.

3. The possibilities for a prompt settlement or resolution of the case.

None at this time. The parties disagree as to whether this Court has jurisdiction over this matter, whether Plaintiff's pleading properly state a claim, and also disagree as to liability, causation, and damages. Plaintiff has indicated that he is seeking damages in an amount in excess of \$10,000,000, in addition to an injunction.

4. Whether each party has made or arranged for the disclosures required by Rule 26(a)(1).

The parties have not made their initial disclosures as of the time of this report. The parties will exchange their Rule 26(a)(1) disclosures on or before April 20, 2009.

5. Any issues relating to preserving discoverable information.

All parties, and their agents and representatives, shall preserve all information in their respective computer systems, removable electronic media, and other locations relating to Plaintiff's representation by, or complaints or allegations against Bishop Peterson and Sharp, P.C., and any of the lawyers associated therewith, and complaints or allegations

against HICIL or TPCIGA. This includes electronic information contained in e-mails and other electronic or non-electronic communications, word processing documents, spreadsheets, databases, calendars, telephone logs, contact information, internet usage files, and network access information. This also extends to non-electronic files, including letters, memos, drafts, and handwritten notes.

Save and except any information, files, or materials, whether electronic or non-electronic, previously destroyed in the ordinary course of business, all such materials from November 6, 1992 to present shall be subject to this preservation agreement.

6. Proposed discovery plan.

- (A) What changes should be made in the timing, form, or requirement for disclosures under Rule 26(a), including a statement as to when disclosures under Rule 26(a)(1) were made or will be made.

No changes needed. See answer to Number 4 regarding when disclosures will be made.

- (B) The subjects on which discovery may be needed, when discovery should be completed, and whether discovery should be conducted in phases or be limited to or focused upon particular issues.

The parties agree that no discovery should be necessary prior to the Court ruling on the various Rule 12 motions filed by the Defendants. The parties believe that if discovery becomes necessary, it can be completed within six (6) months after a ruling on the Rule 12 motions.

Discovery should be completed on or before January 15, 2010.

- (C) Any issues relating to disclosure or discovery of electronically stored information, including the form or forms in which it should be produced.

Parties agree that all electronic, mechanical, or electric records or representations of any kind, such as tapes, cassettes, discs, e-mails, or recordings shall be produced in their original electronic or magnetic form, without alteration, and in written form. Parties further agree that e-mails shall be produced in native format.

- (D) Any issues relating to claims of privilege or of protection as trial-preparation material, including—if the parties agree on a procedure to assert such claims after production—whether to ask the court to include their agreement in an order.

In the event of production of privileged material, the parties will comply with the procedures set forth in Rule 26(b)(2)(B).

- (E) What changes should be made in the limitations on discovery imposed under these rules or by local rule, and what other limitations should be imposed.

None known at this time.

- (F) Any other orders that should be entered by the court under Rule 26(c) or under Rule 16(b) and (c).

None known at this time.

/s/ Joanna Lippman Salinas

Joanna Lippman Salinas
Attorney for Defendant
Home Insurance Company in Liquidation by
its Liquidator Roger A. Sevigny,
Commissioner of Insurance of The State of
New Hampshire

/s/ Daniel Jordan

Daniel Jordan
Attorney for Defendant
Texas Property & Casualty Insurance
Guaranty Association

Certificate of Service

I hereby certify that a true and correct copy of the foregoing and attached **Joint Discovery/Case Management Plan** has been provided to:

By Electronic Service

Daniel Jordan
Jordan & Carmona, PC
4807 Spicewood Springs Road
Building One, Suite 1220
Austin, TX, 78759-8435

By Certified Mail Return Receipt Requested

Mr. Harry L. Bowles
306 Big Hollow Lane
Houston, Texas 77042

in accordance with the Federal Rules of Civil Procedure, on March 2, 2009.

/s/Joanna Lippman Salinas

Joanna Lippman Salinas