



FILED

OCT 9 2024

INSURANCE REGULATION
Docketed by: ke

OFFICE OF INSURANCE REGULATION

MICHAEL YAWORSKY
COMMISSIONER

Index: OIR 2024-131

IN THE MATTER OF:

CASE NO.: 400259-24-CO

Application for the Indirect Acquisition of
HOME BUYERS WARRANTY CORPORATION VI
by FRONTDOOR, INC.

CONSENT ORDER

THIS CAUSE came for consideration upon the filing with the FLORIDA OFFICE OF INSURANCE REGULATION (“OFFICE”) by FRONTDOOR, INC. (“APPLICANT”), of an application for the indirect acquisition of 100% of the issued and outstanding voting securities of HOME BUYERS WARRANTY CORPORATION VI (“HOME BUYERS”), pursuant to section 628.4615, Florida Statutes (“Application”). Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the subject matter and the parties herein.
2. APPLICANT has applied for and, subject to the present and continuing satisfaction of the requirements, terms, and conditions established herein, has satisfactorily met all of the conditions precedent to the granting of approval by the OFFICE for the proposed indirect acquisition of 100% of the outstanding voting securities of HOME BUYERS, pursuant to the requirements of the Florida Insurance Code.
3. HOME BUYERS is a Florida corporation operating as a Home Warranty Association through a subsisting License issued by the OFFICE, pursuant to Chapter 634, Part II,

Florida Statutes.

4. HOME BUYERS, through various wholly owned intermediaries, is 100% owned by 2-10 Holdco, Inc. (“Holdco”), a Delaware holding corporation that is 100% owned by 2-10 HBW ACQUISITION, L.P. (“HBW ACQUISITION”), a Delaware limited partnership, whose ownership and control is as detailed in the Application.

5. APPLICANT is a Delaware corporation that is publicly traded on the National Association of Securities Dealers Automated Quotations (“NASDAQ”) stock exchange under the Symbol “FTDR.” As of December 31, 2023, APPLICANT was owned 17.7% by Blackrock, Inc., and 12.32% by The Vanguard Group, Inc., with no other 10% or greater shareholders.

6. The Application represents that APPLICANT has entered into an agreement to purchase all of the issued and outstanding equity interests of Holdco from HBW ACQUISITION (“Transaction”). As a result of the Transaction, HOME BUYERS will be 100% owned through various wholly owned intermediaries by Holdco, which will be owned 100% by APPLICANT.

7. If the OFFICE determines that any individual for whom APPLICANT and HOME BUYERS are required to submit background information as part of this Application is unacceptable under the Florida Insurance Code, APPLICANT or HOME BUYERS will remove said person within 30 days of notice from the OFFICE and replace them with a person or persons acceptable to the OFFICE or shall undertake such other corrective action as directed by the OFFICE. Failure to act would constitute an immediate serious danger to the public and the OFFICE may take administrative action as it deems appropriate upon the License of HOME BUYERS without further proceedings, pursuant to sections 120.569(2)(n) and 120.60(6), Florida Statutes.

8. APPLICANT and HOME BUYERS represent that, as a result of the Transaction, except as disclosed in the Application, there are no present plans or proposals to make any

substantive changes to HOME BUYERS, including liquidating it, selling any of its assets (except for transactions such as investment portfolio transactions in the ordinary course of business), merging or consolidating it with any person or persons, or making any other major change in its business operations, management, or corporate structure.

9. APPLICANT, HBW ACQUISITION, and HOME BUYERS represent that there are no agreements, written or oral, related to the Application or the Transaction that have not been provided to the OFFICE.

10. Any material changes to the information submitted in the Application shall be reported to the OFFICE for its review prior to the closing of the Transaction. APPLICANT, HBW ACQUISITION, and HOME BUYERS acknowledge that if the OFFICE determines that any of these reported changes would have a material negative impact to the financial condition or operation of HOME BUYERS, the OFFICE may rescind its approval as granted in this Consent Order by written notice to APPLICANT or HOME BUYERS.

11. Within 10 business days after the Transaction is completed, APPLICANT shall submit, or cause to be submitted, to the OFFICE all documents evidencing completion of said Transaction not already provided to the OFFICE. Further, APPLICANT, HBW ACQUISITION, or HOME BUYERS shall notify the OFFICE within 3 business days of a final determination that the Transaction will not occur.

12. Within 10 business days following the execution of this Consent Order, APPLICANT or HOME BUYERS shall provide to the OFFICE the following:

a) An updated Service of Process Consent and Agreement for HOME BUYERS; and

b) Documentation that the registered agent for service of process on HOME BUYERS on file with the Florida Department of State has been changed to the Florida Chief Financial Officer.

13. All parties to this Consent Order acknowledge that completion of the Transaction is subject to obtaining any other requisite regulatory or governmental approvals and that this Consent Order shall be deemed null and void if the Transaction is not completed within 90 days of the execution of this Consent Order. Accordingly, if APPLICANT fails to receive any other requisite approvals or the Transaction is not completed timely, the provisions of this Consent Order shall terminate automatically and have no effect.

14. Any prior orders, consent orders, or corrective action plans that HOME BUYERS has entered into with the OFFICE prior to the execution of this Consent Order shall apply and remain in full force and effect for HOME BUYERS, except where provisions of such orders, consent orders, or corrective action plans have expired; have been superseded by subsequent orders, consent orders, or corrective action plans; or are inconsistent with this Consent Order.

15. APPLICANT, HBW ACQUISITION, and HOME BUYERS affirm that all information, explanations, representations, statements, and documents provided to the OFFICE in connection with this Application, including all attachments and supplements thereto, are true and correct and fully describe all transactions, agreements, ownership structures, understandings, and control with regard to the acquisition and future operations of HOME BUYERS. APPLICANT, HBW ACQUISITION, and HOME BUYERS further agree and affirm that said information, explanations, representations, statements, and documents, including all attachments and supplements thereto, are material to the issuance of this Consent Order and have been relied upon by the OFFICE in its determination to enter into this Consent Order.

16. Any deadlines, reporting requirements, other provisions, or requirements set forth in this Consent Order may be altered or terminated by written approval of the OFFICE. Such approval must be requested in writing prior to any proposed deviation from the terms of this Consent Order.

17. APPLICANT, HBW ACQUISITION, and HOME BUYERS affirm that all requirements set forth herein are material to the issuance of this Consent Order.

18. APPLICANT, HBW ACQUISITION, and HOME BUYERS expressly waive a hearing in this matter, the making of findings of fact and conclusions of law by the OFFICE, and all further and other proceedings herein to which they may be entitled by law or rules of the OFFICE. APPLICANT, HBW ACQUISITION, and HOME BUYERS hereby knowingly and voluntarily waive all rights to challenge or to contest this Consent Order in any forum available to them, now or in the future, including the right to any administrative proceeding, state or federal court action, or any appeal.

19. Each party to this action shall bear its own costs and fees.

20. APPLICANT and HOME BUYERS agree that, upon execution of this Consent Order, failure to adhere to one or more of the terms and conditions contained herein may result, without further proceedings, in the OFFICE suspending, revoking, or taking other administrative action as it deems appropriate upon the License of HOME BUYERS in this state, in accordance with sections 120.569(2)(n) and 120.60(6), Florida Statutes.

21. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed a copy of this Consent Order bearing the notarized signatures of the authorized representatives of APPLICANT, HBW ACQUISITION, and HOME BUYERS.

WHEREFORE, subject to the terms and conditions which are set forth above, the Application for the indirect acquisition of 100% of the issued and outstanding voting securities of HOME BUYERS WARRANTY CORPORATION VI by FRONTDOOR, INC., pursuant to section 628.4615, Florida Statutes, is APPROVED.

FURTHER, all terms and conditions contained herein are hereby ORDERED.

DONE and ORDERED this 9th day of October, 2024.




Michael Yaworsky, Commissioner
Office of Insurance Regulation

By execution hereof, HOME BUYERS WARRANTY CORPORATION VI consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind HOME BUYERS WARRANTY CORPORATION VI to the terms and conditions of this Consent Order.

HOME BUYERS WARRANTY CORPORATION VI

By: Ryan O'Hara

Print Name: Ryan O'Hara

Title: President

Date: 10/1/2024

STATE OF Colorado

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this 1st day of October 2024, by Ryan O'Hara
(name of person)

as President for Home Buyers Warranty Corporation VI
(type of authority; e.g., officer, trustee, attorney in fact) (company name)



Renee Rubida
(Signature of the Notary)

Renee Rubida
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known X OR Produced Identification N/A

Type of Identification Produced N/A

My Commission Expires 2/23/2026

By execution hereof, FRONTDOOR, INC., consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind FRONTDOOR, INC., to the terms and conditions of this Consent Order.

FRONTDOOR, INC.

By: Jeffrey A. Fiadman

Print Name: Jeffrey A. Fiadman

Title: SVP, Chief Legal Officer & Secretary

Date: October 7, 2024

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

SS: WESTPORT

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this 7th day of OCTOBER 2024, by JEFFREY A. FIADMAN
(name of person)

as SVP, Chief legal officer & Secretary for FRONTDOOR, INC.
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

Andrea Bynde
(Signature of the Notary)

ANDREA BYNDE
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known _____ OR Produced Identification

Type of Identification Produced CT DRIVERS LICENSE

My Commission Expires 7/31/2025



By execution hereof, 2-10 HBW ACQUISITION, L.P., consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind 2-10 HBW ACQUISITION, L.P., to the terms and conditions of this Consent Order.

2-10 HBW ACQUISITION, L.P.

By: [Signature]

Print Name: Conor Flemming

Title: Secretary and Treasurer

Date: 10/7/2024

STATE OF California

COUNTY OF San Francisco

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this 7 day of October 2024, by Conor Flemming
(name of person)

as Officer for 2-10 HBW Acquisition, L.P.
(type of authority; e.g., officer, trustee, attorney in fact) (company name)



[Signature]
(Signature of the Notary)

Sarah Hutchens
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known _____ OR Produced Identification

Type of Identification Produced CA Driver License

My Commission Expires April 23, 2026

COPIES FURNISHED TO:

HOME BUYERS WARRANTY CORPORATION VI

Ryan O'Hara, President
13900 East Harvard Avenue
Aurora, CO 80014
Email: rohara@2-10.com

2-10 HBW ACQUISITION, L.P.

c/o Genstar Capital
Ryan Clark and Conor Flemming
Four Embarcadero Center, Suite 1900
San Francisco, CA 94111
Email: rclark@gencap.com and cflemming@gencap.com

FRONTDOOR, INC.

Alex Selarnick, Greg Hoffnagle, Libby Sousa, and Andrew Kliewer
Goodwin Procter LLP
One Commerce Square
2005 Market Street, 32nd Floor
Philadelphia, PA 19103
Email: ASelarnick@goodwinlaw.com, GHoffnagle@goodwinlaw.com,
LSousa@goodwinlaw.com, and AKliewer@goodwinlaw.com

ALISON STERETT, FINANCIAL ADMINISTRATOR

Property & Casualty Financial Oversight
Florida Office of Insurance Regulation
200 East Gaines Street
Tallahassee, FL 32399

COREY HUBBARD, FINANCIAL EXAMINER/ANALYST SUPERVISOR

Property & Casualty Financial Oversight
Florida Office of Insurance Regulation
200 East Gaines Street
Tallahassee, FL 32399

ALEX CIUPALO, ASSISTANT GENERAL COUNSEL

Florida Office of Insurance Regulation
200 East Gaines Street
Tallahassee, FL 32399
Telephone: (850) 413-4187
Email: alex.ciupalo@flor.com