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16 Independent Fiduciary  
17 Receivership Management, Inc.

18 **UNITED STATES DISTRICT COURT**  
19 **CENTRAL DISTRICT OF CALIFORNIA**

20 **R. ALEXANDER ACOSTA,**  
21 **Secretary of Labor, United States**  
22 **Department of Labor**  
23 **Plaintiff,**  
24 **v.**  
25 **RIVERSTONE CAPITAL, LLC, a**  
26 **California limited liability**  
27 **corporation; et al.,**  
28 **Defendants.**

CASE NO. 19-CV-778-MWF (MAAx)  
Honorable Michael W. Fitzgerald  
**INDEPENDENT FIDUCIARY'S  
REVISED ORDERLY PLAN OF  
LIQUIDATION**

1 Pursuant to the Temporary Restraining Order entered on February 7, 2019  
2 (DE #22) and the Consent Judgment and Order entered on March 13, 2019 (DE  
3 #41), Receivership Management Inc. was appointed Independent Fiduciary of the  
4 Riverstone MEWA Health Plan and all participating plans (hereafter referred to as  
5 the “Plan”). On February 28, 2019, the Independent Fiduciary submitted a Notice  
6 to the Court that it had determined the Plan to be unstable and not viable, and  
7 pursuant to its authority, indicated it would terminate the Plan effective March 8,  
8 2019 at 11:59 p.m. Pacific time. In its notice to the Court, the Independent  
9 Fiduciary stated it would submit a proposed orderly plan of liquidation to the Court  
10 (hereafter referred to as the “Liquidation Plan”) on or before March 29, 2019 (DE  
11 #27). Pursuant to the Court’s Consent Order and Judgment, the Court recognized  
12 and acknowledged the Independent Fiduciary’s authority to have terminated the  
13 Plan and ordered the submission of a Liquidation Plan on or before March 29,  
14 2019 for the Court’s review and approval (DE #41 at p. 6, ¶ 3).

15 The Independent Fiduciary filed its Motion to Approve Its Liquidation Plan  
16 and for Order Providing All Writs Act Protection (DE #48) on March 29, 2019.  
17 The Plaintiff Secretary of Labor filed his non-opposition to the Liquidation Plan  
18 (DE #49), but objections were filed by six Sponsoring Employers.<sup>1</sup> The  
19 Independent Fiduciary’s Motion was heard on April 29, 2019.<sup>2</sup> On May 1, 2019,  
20 the Court entered an Order (DE #89) which deferred ruling upon the Independent  
21 Fiduciary’s Motion and ordered that the Independent Fiduciary, on or before May  
22 6, 2019, file a revised proposed liquidation plan consistent with the matters  
23 addressed at the April 29, 2019 hearing and as otherwise noted in its May 1, 2019  
24 Order. This filing is the Independent Fiduciary’s Revised Liquidation Plan, which

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25  
26 <sup>1</sup> The six objecting Sponsoring Employers were (1) Nations Reliable Lending, LLC (DE  
27 ##54 and 55); (2) Systems Paving, Inc. (DE #59); (3) SCE Partners, LLC d/b/a Hard Rock  
Hotel and Casino Sioux City (DE #51); (4) California Expanded Metal Products Co. (DE #63);  
28 (5) FPI Management, Inc. (DE #72); and (6) Burke Williams Day Spa (DE #77).

<sup>2</sup> At the April 29, 2019 hearing, counsel for an additional Sponsoring Employer, City of Modesto, made oral objections.

1 the Independent Fiduciary intends to be an amendment of the Plan Documents.  
2 See DE #41 at p. 3, ¶2.d.

3 **Preliminary Actions of the Independent Fiduciary**

4 1. As of February 28, 2019, and the days following as needed, the  
5 Independent Fiduciary, through the third-party administrators, Hawaii Mainland  
6 Administrators (“HMA”) and S&S Health (“S&S”), mailed Notices of Termination  
7 to the Plan’s fiduciaries, Sponsoring Employers, current and former administrators,  
8 medical service providers and current and former employee Plan participants  
9 advising them of the Independent Fiduciary’s determination to terminate the Plan  
10 effective March 8, 2019.

11 2. The above-referenced Notice of Termination, provided to the  
12 Sponsoring Employers, the employee Plan participants and medical providers,  
13 who/which provided services to participants, stated that:

14 a. The Plan is being terminated under the authority of the  
15 Independent Fiduciary and will be liquidated under an Orderly  
16 Plan of Liquidation to be submitted and approved by the U.S.  
17 District Court for the Central District of California.

18 b. Benefits under the Plan will cease on March 8, 2019 at 11:59  
19 p.m. Pacific time for member participants, (i.e. covered  
20 employees and their dependents), whose premium  
21 equivalents/contributions have been received by the Plan for  
22 benefit coverage for the month of February, 2019, and the  
23 partial month of March, 2019. For member participants whose  
24 premium equivalents/contributions for benefit coverage for the  
25 through March 2019 have not been received by the Plan,  
26 coverage will end as of the last period of coverage for which  
27 premium equivalents/contributions have been received by the  
28 Plan.

1           3.     The Independent Fiduciary has been working with the stop loss  
2 insurance company, Berkley Health and Accident (“Berkley”). Berkley issued 23  
3 individual stop loss policies to 23 Sponsoring Employers. As set forth in other  
4 filings with this Court (e.g. DE #27-1 at ¶ 7; DE #43, pp. 6-7, ¶ C.6.), those are the  
5 only stop loss policies that were issued regarding the Riverstone MEWA. Each of  
6 those policies terminated on February 28, 2019 for those employers that paid, or  
7 made arrangements to have paid, stop loss premiums through that date. Several of  
8 the twenty-three Sponsoring Employers identified by the Independent Fiduciary as  
9 having had individual Berkley stop loss policies have not paid stop loss premiums  
10 though February 2019 and thus, to the Independent Fiduciary’s understanding,  
11 have “early terminated” their stop loss policy. As to the remainder, some of the  
12 Sponsoring Employers have paid Berkley directly stop loss premiums owed  
13 through February 2019 (and have understandings directly with Berkley as to stop  
14 loss coverage). Others have paid, through the Independent Fiduciary, the Berkley  
15 stop loss premium through February 2019. Originally, under each stop loss policy,  
16 amounts incurred for covered expenses under the Plan during the stop loss policy  
17 period above the stop loss policy’s deductible would be considered for  
18 reimbursement by Berkley if paid by the policyholder on or before May 31, 2019  
19 (“Loss Paid Date”). However, Berkley has agreed to extend that May 31, 2019  
20 date to July 31, 2019 for those policyholders that did not terminate their stop loss  
21 coverage prior to February 28, 2019 – i.e. those employers/policy holders that have  
22 paid, or made arrangements to pay, the stop loss premium through February 28,  
23 2019. This extension of the “Loss Paid Date” from May 31, 2019 to July 31, 2019  
24 will allow the applicable employers/stop loss policyholders time under the Revised  
25 Liquidation Plan set forth herein, to pay claims which, in turn, could be eligible for  
26 stop loss reimbursement from Berkley.

27 ///

28 ///

1           4.     Upon record verification, the Independent Fiduciary, through the  
2 third-party administrators, has issued Evidence of Coverage letters, as provided  
3 under the Affordable Care Act, to the Plan’s participants.

4                           **Independent Fiduciary’s Revised Liquidation Plan**

5 **I.     **Dual Tracks Regarding Unpaid Provider Invoices That Implicate**  
6 **Potential Stop Loss Coverage and Those That Do Not.****

7           Upon the Court’s instructions that a two track process would be more  
8 productive and efficient (DE #89 at p. 16), the Independent Fiduciary herein  
9 presents a dual track for medical claims that may implicate potential stop loss  
10 coverage as opposed to those that do not. For those Sponsoring Employers who  
11 have directly or indirectly paid to Berkley stop loss premiums through the stop loss  
12 policy period of February 2019, shorter, more immediate deadlines are needed in  
13 order to address Berkley’s “Loss Paid Date” of July 31, 2019. **As set forth below,**  
14 **the deadline for all providers to submit all provider medical invoices to the**  
15 **applicable third-party administrator is May 28, 2019.**

16           **A.     **Provider Invoice Claims and Related Deadlines That Implicate**  
17 **Stop Loss Coverage****

18                   i.     The deadline for all providers to submit all provider medical  
19 invoices to the applicable third-party administrators is May 28, 2019.<sup>3</sup>

20 \_\_\_\_\_  
21 <sup>3</sup>     The original (Proposed) Liquidation Plan (DE #48-2) set forth a run-off period containing  
22 a May 7, 2019 provider invoice deadline. Notice of that May 7, 2019 deadline was mailed to all  
23 providers known to the third-party administrators in early April, 2019. (See DE #62-1 at p. 4:18-  
24 21). Because the Court is entering an order, pursuant to 28 USC § 1651 (“All Writs Act”), that  
25 will bar any provider from pursuing participating employees, Sponsoring Employers and/or the  
26 Riverstone MEWA assets regarding any invoice not submitted by the end of the run-off period,  
27 the Court has instructed the Independent Fiduciary to email and mail a copy of this Revised  
28 Liquidation Plan to 1) all Sponsoring Employers, 2) all participating employees and 3) all  
providers (DE #89 at p. 18) as soon as possible after Court approval of this Revised Liquidation  
Plan. The Independent Fiduciary will also include in that mailing/emailing a copy of the Order  
approving the Revised Liquidation Plan and which provides the All Writs Act protections. To  
ensure adequate notice to providers, the Independent Fiduciary has extended the run-off period to  
May 28, 2019. Note here that neither the third-party administrators nor the Independent  
Fiduciary have comprehensive or readily accessible e-mail contact information for the  
participating employees or for to the providers, *see* DE #61-1 at p. 2:14-17; accordingly, the  
Revised Liquidation Plan and Court Order will be mailed to the participating employees and

1           ii.     Between May 28, 2019 and June 14, 2019, the third-party  
2 administrators will focus, as their priority, upon review and adjudication of the  
3 provider medical invoices that relate to a potential stop loss claim as to those  
4 Sponsoring Employers which have maintained that coverage through payment to  
5 Berkley of stop loss premiums through February 2019. Said review and  
6 adjudication will address provider medical invoices received by the applicable  
7 third-party administrator regarding dates of service for which the particular  
8 Sponsoring Employer had paid for participation in the Riverstone MEWA Plan  
9 (e.g. if the Sponsoring Employer paid through January 2019, provider invoices  
10 with dates of service through January 31, 2019 will be addressed; if the Sponsoring  
11 Employer paid the Riverstone MEWA through February 28, 2019, provider  
12 invoices with dates of service through February 28, 2019 will be addressed). Said  
13 review and adjudication will be pursuant to the applicable Plan Document and will  
14 take into account all employee responsibility issues (copayments, deductibles,  
15 coinsurance, etc.).

16           iii.    The third-party administrators will issue, on or before June 14,  
17 2019, the adjudicated unpaid provider medical invoice claims run addressing  
18 claims that implicate potential stop loss coverage to the relevant Sponsoring  
19 Employers (“stop loss claims run”).

20           iv.    The relevant Sponsoring Employers will have until July 15,  
21 2019 to have (a) discussed and resolved questions regarding the June 14<sup>th</sup> stop loss  
22 claims run with the TPA/Independent Fiduciary, and (b) paid/funded the amount of  
23 the unpaid provider medical invoices to the relevant third-party administrator for  
24 payment to the provider(s) of the particular claim(s) that relate to the potential stop  
25 loss claim or negotiated a reduced amount with the provider(s) and paid/funded  
26 that reduced amount to the relevant third-party administrator for payment to the

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27  
28 providers to the addresses known for them and e-mailed to the extent e-mail addresses are readily available.

1 provider(s) of the particular claim(s) that relate to the potential stop loss claim. In  
2 the case of any negotiated reduction, the Sponsoring Employer is required to  
3 secure a release from the provider in favor of the Sponsoring Employer, the  
4 participating employee (except as to any employee responsibility amount), the  
5 Riverstone MEWA Liquidation Estate assets and the Independent Fiduciary, which  
6 release shall be in a format approved by this Independent Fiduciary.<sup>4</sup> Failure to  
7 obtain a release in the context of a negotiated payment will result in to the  
8 Sponsoring Employer not being allowed to claim the amount negotiated and paid  
9 in the Proof of Claim process set forth below.

10 v. After July 15, 2019, but before July 31, 2019, the relevant  
11 third-party administrator and the relevant Sponsoring Employer are to be in contact  
12 with Berkley regarding submission of what is required by Berkley regarding  
13 presentation of a stop loss claim for consideration of eligibility and potential  
14 reimbursement under the particular stop loss policy. Failure to address these issues  
15 on or before July 31, 2019, to the Independent Fiduciary's understanding, would  
16 jeopardize, if not foreclose, a stop loss reimbursement claim being made by the  
17 Sponsoring Employer/stop loss policy holder.

18 vi. Upon payment by the Sponsoring Employer of the medical  
19 invoices set forth in its stop loss claims run, the third-party administrator will issue  
20 Explanations of Benefits ("EOBs") to the relevant participating employee and  
21 medical provider. The participating employee will have sixty (60) days from the  
22 issuance of the EOB to submit an appeal for internal review. Internal review will  
23 be conducted in accordance with applicable Plan Documents and ERISA's claims  
24 and appeal procedures. If after internal review, a final adverse benefit  
25 determination is issued, the employee will have thirty (30) days to seek an external

26 \_\_\_\_\_  
27 <sup>4</sup> The two third-party administrators (HMA and S&S) are willing to assist any Sponsoring  
28 Employer in negotiating reduced amounts with providers. Such would be upon separate  
agreement as between the Sponsoring Employer and the third-party administrator, paid for by the  
Sponsoring Employer.

1 review. The basis of granting external reviews will be on the basis of what is  
2 provided for in the applicable Plan Documents. If approved for external review,  
3 the external review findings will issue within thirty (30) days of the approval of the  
4 request for external review. Findings of the external review shall be final, subject  
5 to an employee's right to bring a civil action under ERISA § 502(a)(1)(B).

6 **B. Provider Invoice Claims and Related Deadlines That Do Not**  
7 **Implicate Potential Stop Loss Coverage.**

8 i. The deadline for all providers to submit all provider medical  
9 invoices to the applicable third-party administrator is May 28, 2019.<sup>5</sup>

10 ii. The third-party administrators will have until June 28, 2019 to  
11 review and adjudicate the non-stop loss provider medical invoices. Said review  
12 and adjudication will address provider invoices received by the applicable third-  
13 party administrator regarding dates of service for which the particular Sponsoring  
14 Employer had paid for participation in the Riverstone MEWA Plan (e.g. if the  
15 Sponsoring Employer paid through January 2019, provider invoices with dates of  
16 service through January 31, 2019 will be addressed; if the Sponsoring Employer  
17 paid the Riverstone MEWA through February 28, 2019, provider invoices with  
18 dates of service through February 28, 2019 will be addressed; if the Sponsoring  
19 Employer paid the Riverstone MEWA through March 8, 2019, provider invoices  
20 with dates of service through March 8, 2019 will be addressed). Said review and  
21 adjudication will be pursuant to the applicable Plan Document and will take into  
22 account all employee responsibility issues (copayment, deductible, coinsurance,  
23 etc.).

24 iii. The Independent Fiduciary, through the applicable third-party  
25 administrator, will issue on or before June 28, 2019 the adjudicated non-stop loss  
26 unpaid provider medical invoice claims run ("non-stop loss claims run") to each  
27

28 <sup>5</sup> See footnote 3 *infra*.



1 Sponsoring Employer, along with a demand from the Independent Fiduciary that  
2 each Sponsoring Employer pay the amount of the employer responsibility set forth  
3 in the non-stop loss claims run.

4           iv. Each Sponsoring Employer will have until August 15, 2019 to  
5 have discussed and resolved questions regarding the June 28, 2019 non-stop loss  
6 claims run with the TPA/Independent Fiduciary, and by August 15, 2019, will have  
7 reported to the Independent Fiduciary the status of its having funded/paid, through  
8 the applicable third-party administrator, the adjudicated unpaid provider invoice  
9 claims, the efforts taken to do so, the efforts taken to negotiate with the provider(s)  
10 a reduced amount and the amount of time still needed to pay/fund the adjudicated  
11 unpaid invoice amount and/or to negotiate and pay/fund the negotiated amounts.  
12 The Independent Fiduciary will discuss in good faith<sup>6</sup> the date by which the  
13 particular Sponsoring Employer is to have completed the payment/funding of the  
14 claims or negotiated claims and the date upon which further reports, if applicable,  
15 are due, but said deadline will not be beyond October 28, 2019, absent specific  
16 allowance from the Independent Fiduciary. In the case of any negotiated reduction,  
17 the Sponsoring Employer is required to secure a release from the provider in favor  
18 of the Sponsoring Employer, the participating employee (except as to any  
19 employee responsibility amount), the Riverstone MEWA Liquidation Estate assets  
20 and the Independent Fiduciary, which release shall be in a format approved by the  
21 Independent Fiduciary.<sup>7</sup> Failure to obtain a release in the context of a negotiated  
22 payment will result in the Sponsoring Employer not being allowed to claim the  
23 amount negotiated and paid in the Proof of Claim process set forth below.

24

25

26 <sup>6</sup> The Independent Fiduciary, in considering when the Sponsoring Employer will be  
27 required to finalize its efforts, will be guided by considerations of the number and amounts of a  
28 particular Sponsoring Employer's unpaid claims, the efforts demonstrated by the Sponsoring  
Employer to address the unpaid claims and related matters.

28 <sup>7</sup> See footnote 4 *infra*.

1 v. Failure of the Sponsoring Employer to report to the  
2 Independent Fiduciary on or before August 15, 2019 will be considered by the  
3 Independent Fiduciary as the Sponsoring Employer's taking the position that it will  
4 not pay/fund/address the employer responsibility portion of the June 28, 2019  
5 unpaid claims run. The Independent Fiduciary will then consider instituting an  
6 action as against the Sponsoring Employer for its refusal to pay/fund.

7 vi. Upon payment by the Sponsoring Employer of the medical  
8 invoices set forth in its non-stop loss claims run, the third-party administrator will  
9 issue Explanations of Benefits ("EOBs") to the relevant participating employee  
10 and medical provider. The participating employee will have sixty (60) days from  
11 the issuance of the EOB to submit an appeal for internal review. Internal review  
12 will be conducted in accordance with applicable Plan Documents and ERISA's  
13 claims and appeal procedures. If after internal review, a final adverse benefit  
14 determination is issued, the employee will have thirty (30) days to seek an external  
15 review. The basis of granting external reviews will be on the basis of what is  
16 provided for in the applicable Plan Documents. If approved for external review,  
17 the external review findings will issue within thirty (30) days of the approval of the  
18 request for external review. Findings of the external review shall be final, subject  
19 to an employee's right to bring a civil action under ERISA § 502(a)(1)(B).

## 20 **II. Proof of Claim Procedures**

21 The Independent Fiduciary will establish a Proof of Claim procedure by  
22 which any person or entity with legitimate claims may submit its claim ("POC  
23 Claim") as against the Riverstone MEWA Liquidation Estate assets held by the  
24 Independent Fiduciary. The Independent Fiduciary will post on the website  
25 dedicated to the Riverstone MEWA ([www.receivermgmt.com/riverstone-](http://www.receivermgmt.com/riverstone-nexgenhealthplan)  
26 [nexgenhealthplan](http://www.receivermgmt.com/riverstone-nexgenhealthplan)) the POC Form and Instructions<sup>8</sup> on or before November 1,

27 <sup>8</sup> The mailing/e-mailing to all Sponsoring Employers, employee participants and providers  
28 ordered by the Court (*See* DE #89 at p. 18) will include an instruction for the recipient to view  
the website on or around November 1, 2019 for the POC Form and Instructions.

1 2019, and by that date the Independent Fiduciary will also mail a POC Form and  
2 Instructions to all non-medical service providers/general creditors who, to the  
3 Independent Fiduciary's knowledge, may have a non-medical service  
4 provider/general creditor POC Claim. The deadline for submitting a Proof of  
5 Claim Claim is January 31, 2020. All POC Claims received after that date will be  
6 considered as untimely and subject to denial. A POC Claim can present a  
7 contingent, unliquidated claim which would have the POC Claimant stating and  
8 supporting that he/she/it has a POC Claim but that the amount of that POC Claim  
9 is not yet known or is otherwise unliquidated. Contingent POC Claims can be  
10 supplemented as the amounts of the POC Claims become known by the POC  
11 Claimant. In case contingent POC Claims unreasonably delay the POC process,  
12 the Independent Fiduciary reserves the right and authority to petition the Court to  
13 establish a POC Claim Liquidation Bar Date that would set a deadline by which all  
14 contingent POC Claims would be liquidated to a sum certain or denied.

15 The Independent Fiduciary will review all materials submitted in  
16 conjunction with each POC Claim and reserves the right to demand further  
17 information from the POC Claimant, which if not provided, would result in the  
18 POC Claim being denied. The Independent Fiduciary will review and adjudicate  
19 each POC Claim and issue a Notice of Determination ("NOD"). If the POC  
20 Claimant objects to the Independent Fiduciary's NOD, he/she/it can request, within  
21 thirty (30) days if the issuance of the NOD, reconsideration by the Independent  
22 Fiduciary of the NOD. A failure to request reconsideration within that thirty (30)  
23 day period will result in the NOD being final. The Independent Fiduciary will then  
24 consider the timely submitted reconsideration and its decision as to the  
25 reconsideration will be final. *See Redacted Consent Judgment and Order (DE #41*  
26 *at pp. 3-4 – the Independent Fiduciary shall have "plenary authority to administer*  
27 *[the Plan] which includes, but is not limited to: . . . g. Authority to adjudicate and*  
28 *pay or deny any and all claims submitted to the Riverstone MEWA and*

1 Participating Plan.”)

2 As soon as is possible after all POC claims have been processed and  
3 finalized and after all assets are collected and asset recovery efforts are completed,  
4 the Independent Fiduciary will file a (Proposed) Plan of Distribution with the  
5 Court for its review and approval regarding the distribution of assets then available  
6 to all approved claimants resulting from the POC Claim procedure. While the  
7 Independent Fiduciary reserves the right and authority to refine the general priority  
8 of claims and of distributions, at this juncture the Independent Fiduciary states that,  
9 after the payment of administrative expenses, the expected priority of Proofs of  
10 Claim and the expected priority of distribution (pro rata or otherwise) would be as  
11 follows:

12 1) Payment, first, of timely-filed approved and finalized  
13 participating employee POC Claims for reimbursement of payments he/she made  
14 of Sponsoring Employer responsibility amounts owed under the applicable Plan  
15 Document which have not been reimbursed to the participating employee by the  
16 Sponsoring Employer;

17 2) Payment, second, of timely-filed approved and finalized (a)  
18 Sponsoring Employer POC Claims seeking reimbursement of amounts paid to  
19 providers by Sponsoring Employers regarding the employer responsibility of the  
20 unpaid claims (and any other amounts), and (b) provider POC Claims as to  
21 amounts not paid by the Sponsoring Employer;

22 3) Payment, third, of timely-filed approved and finalized non-  
23 medical service/return of premium/general creditor claims; and

24 4) Payment, fourth, of permitted untimely/late-filed POC Claims.

25 **IV. Further Investigation/Potential Asset Recovery.**

26 During the course of the Liquidation Plan, the Independent Fiduciary, with  
27 the assistance of counsel, will review records, transactions, claims data, and other  
28 information, and further investigate material claims or causes of action that would

1 benefit the Plan. The Independent Fiduciary will also determine what courses of  
2 action it might pursue, and pursue them, in an effort to increase the assets available  
3 to the Plan for payment of claims or for payment of administrative expenses or to  
4 decrease the liability of the Plan for payment of claims and administrative  
5 expenses through payment of same by other sources.

6 **V. Interim Distribution/Further Reports to Court.**

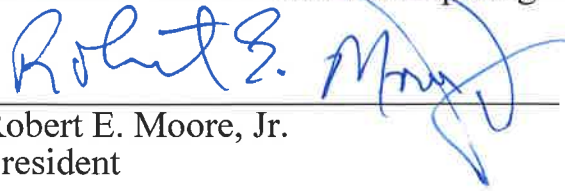
7 If there is any possibility of an interim distribution, the Independent  
8 Fiduciary will so advise the Court. The Independent Fiduciary will file reports to  
9 the Court on a periodic basis advising as to the progress with the Liquidation Plan  
10 and the financial status of the Plan, and any other reports the Court deems  
11 necessary.

12 **VI. Consolidation of Assets and Seeking of Further Relief.**

13 Upon the adoption of this Liquidation Plan, the Independent Fiduciary will  
14 follow the Court's Consent Order and Judgment, as may be amended, regarding  
15 the transferring and centralizing of Plan assets. The Independent Fiduciary will  
16 move the Court for additional relief and/or for clarification, as needed, if an  
17 individual or entity fails to appropriately turn over Plan assets or fails to  
18 appropriately account or reconcile the amount(s) owed to the Plan. The  
19 Independent Fiduciary will also move the Court for additional relief and/or  
20 clarification, as needed, if matters arise warranting such.

21  
22 Dated: May 9, 2019

**RECEIVERSHIP MANAGEMENT, INC.**  
Court-Appointed Independent Fiduciary of  
Riverstone MEWA and Participating Plans

23  
24  
25 By:   
Robert E. Moore, Jr.  
26 President

27 61836390.1