

1 Larry J. Caldwell (SBN 88867)
2 larry.caldwell@caldwellfirm.net
3 CALDWELL LAW FIRM
4 21550 Oxnard Drive, 3rd Floor
5 Woodland Hills, CA 91367
6 Telephone: (424) 382-3111

7 J. Graham Matherne (Admitted *Pro Hac Vice*)
8 gmatherne@wyattfirm.com
9 WYATT, TARRANT & COMBS, LLP
10 333 Commerce Street, Suite 1400
11 Nashville, TN 37201-1837
12 Telephone: (615) 251-6708

13 Attorneys for Court-Appointed
14 Independent Fiduciary
15 Receivership Management, Inc.

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 **R. ALEXANDER ACOSTA,**
19 **Secretary of Labor, United States**
20 **Department of Labor**

21 **Plaintiff,**

22 **v.**

23 **RIVERSTONE CAPITAL, LLC, a**
24 **California limited liability**
25 **corporation; NEXGEN**
26 **INSURANCE SERVICES**
27 **INCORPORATED, a California**
28 **corporation; NGI BROKERAGE**
SERVICES, INC., a California
corporation; JAMES C. KELLY, an
individual; TRAVIS O. BUGLI, an
individual; ROBERT CLARKE, an
individual; ERIK MANQUEROS, an
individual,

Defendants.

CASE NO. 19-CV-778-MWF (MAAx)
Honorable Michael W. Fitzgerald

INDEPENDENT FIDUCIARY’S
NOTICE OF MOTION AND
MOTION TO APPROVE ITS
[PROPOSED] ORDERLY PLAN
OF LIQUIDATION AND FOR
ORDER PROVIDING ALL WRITS
ACT PROTECTION

Hearing Date

Date: April 29, 2019
Time: 10:00 a.m.
Location: First Street Courthouse
350 West First Street
Courtroom 5A
Los Angeles, CA 90012

1 TO THE CLERK OF THE COURT, ALL INTERESTED PARTIES AND THEIR
2 ATTORNEYS OF RECORD:

3 PLEASE TAKE NOTICE that on April 29, 2019 at 10:00 a.m., or as soon
4 thereafter as counsel may be heard, in Courtroom 5A of the above-referenced
5 Court located at 350 West First Street, Los Angeles, California, Receivership
6 Management Inc., as Court-appointed Independent Fiduciary will and does moves
7 this Court to enter an Order to Approve Its [Proposed] Orderly Plan of Liquidation
8 and for an Order Providing All Writs Act Protection.

9 This Motion will be based upon this Notice of Motion and Motion of
10 Independent Fiduciary to Approve Its [Proposed] Orderly Plan of Liquidation and
11 for an Order Providing All Writs Act Protection and Exhibits thereto, filed and
12 served concurrently herewith, the pleadings and records on file herein, and upon
13 any such oral or documentary matter as may be presented at the hearing of this
14 Motion.

15 Local Rule 7-3 requires that a conference amongst counsel be had at least 7
16 days prior to filing a motion wherein “the substance of the contemplated motion
17 and any potential resolution” is to be discussed. Respectfully, discussion of
18 “potential resolution” of this Motion is not germane because the Motion herein
19 made – one seeking approval of the Independent Fiduciary’s (Proposed) Orderly
20 Plan of Liquidation – is a motion made pursuant to the Court’s order, *see* DE #41
21 at p. 6, ¶ 3 (“The Independent Fiduciary is ORDERED to submit to the Court, on
22 or before March 29, 2019, a proposed orderly plan of liquidation for review and
23 approval.”). Therefore, irrespective of conferring amongst counsel, this Motion
24 was to be filed on or before March 29, 2019. Moreover, the named Defendants are
25 in one of three different categories wherein discussion of “potential resolution” of
26 the Motion is not germane: (1) having had a consent judgment entered against
27 them (Defendants Kelly, Bugli and Clarke – DE #41), (2) having been dismissed
28 from the action (Defendant Manqueros – DE #41 at p. 3, ¶ 1) or (3) having had

1 default entered against them (Riverstone Capital LLC, NexGen Insurance Services,
2 Inc. and NGI Brokerage Services, Inc. – DE #38). It is also the understanding of
3 the Independent Fiduciary that none of the Defendants are presently represented by
4 counsel. Counsel for the Independent Fiduciary, however, did conduct a
5 conference with counsel for the Secretary of the Department of Labor on March
6 21, 2019, regarding this Motion.

7

8 Dated: March 29, 2019

CALDWELL LAW FIRM

9

10

By: s/ Larry J. Caldwell
Larry J. Caldwell, Esq.

11

12

13

Dated: March 29, 2019

WYATT, TARRANT & COMBS, LLP

14

15

By: s/ J. Graham Matherne
J. Graham Matherne, Esq.

16

17

*Attorneys for Court-Appointed
Independent Fiduciary Receivership
Management, Inc.*

18

19

20

21

22

23

24

25

26

27

28

1 **I. INTRODUCTION**

2 As ordered in the Redacted Consent Judgment and Order Acknowledging
3 Plan Termination and Setting Date for Independent Fiduciary to Submit Orderly
4 Plan of Liquidation (“Consent Judgment”) (DE #41), the Independent Fiduciary
5 submits this filing as its Motion to Approve Its [Proposed] Orderly Plan of
6 Liquidation and for Order Providing All Writs Act Protection.

7 Pursuant to the Redacted Amended Temporary Restraining Order and Order
8 Lifting Seal entered on February 7, 2019 (DE #22) (“Amended TRO”),
9 Receivership Management, Inc. was appointed as temporary independent fiduciary
10 (“IF”) over the Riverstone MEA and Participating Plans (“Riverstone MEWA” or
11 “Plan”). Amongst other matters, the IF was given authority to design and
12 implement a fair process for paying out covered claims to the extent feasible.
13 Based on the investigation conducted by the IF from its February 7, 2019 court
14 appointment until at or near February 28, 2019, the IF determined that the
15 Riverstone MEWA and Participating Plans were not viable and not subject to
16 rehabilitation. Accordingly, on February 28, 2019, the IF issued a Notice of
17 Benefit Fund Termination which stated, amongst other matters, that the Riverstone
18 MEWA’s condition was highly unstable and was unable to meet the obligations of
19 providing medical benefits to the employees of sponsoring employers participating
20 in the Riverstone MEWA and that the Riverstone MEWA would be terminated
21 effective March 8, 2019 at 11:59 p.m. (Pacific time). This Notice of Benefit Fund
22 Termination was mailed to all sponsoring employers, employee participants and
23 medical care providers via mailing accomplished by the third-party administrators
24 (Hawaii Mainland Administrators and S&S Strategies) beginning that day
25 (February 28, 2019) and the following days as needed. Notice of the IF’s
26 termination of the Plan was submitted, through notice filing, to the Court on
27 February 28, 2019 (DE #27), which included a copy of the Notice of Benefit Fund
28 Termination and the Declaration of Robert E. Moore, Jr. setting forth the reasons

1 and considerations supporting that termination. The Court, via its Consent
2 Judgment, has acknowledged the IF’s authority to terminate, and action of
3 terminating, the Riverstone MEWA. (DE #41 at p. 6, ¶ 5.) Moreover, the Court,
4 in its Consent Judgment, ordered the IF to submit, on or before March 29, 2019, a
5 proposed orderly plan of liquidation (“Proposed Liquidation Plan”) for the Court’s
6 review and approval. *Id.*

7 **NOTICE OF MOTION AND NOTICE OF FURTHER ACTIONS**
8 **REGARDING LIQUIDATION PLAN**

9 **A. Notice of This Motion**

10 The IF will provide notice of this Motion as set forth in the Proof of
11 Service/Service List set forth herein. Regarding notice of this Motion to non-
12 parties – employers, employee plan participants and medical providers – the Notice
13 of Benefit Fund Termination (which was mailed to sponsoring employers,
14 employee participants and medical providers beginning on February 28, 2019, and
15 the days following, as needed) expressly states as follows:

16 It is anticipated that the Orderly Plan of Liquidation will
17 be submitted at or near the end of March, 2019. That
18 filing will be posted on the website at
19 www.receivermgmt.com/riverstone-nexgenhealthplan.
20 You are directed to refer to that website at that time
regarding matters relating to the Orderly Plan of
Liquidation.

21 *See* DE #27-2. Therefore, the sponsoring employers, employee participants and
22 the medical providers have been placed on notice of the late March 2019
23 submission of the Proposed Liquidation Plan and have been instructed to refer to
24 the above-noted website regarding this filing. The IF is not providing further
25 notice of this Motion to sponsoring employers, employee participants or medical
26 providers.

27 ///

28 ///

1 **B. Notice of Further Action Regarding Liquidation Plan**

2 The financial status of the Riverstone MEWA is dire – some \$36 million in
3 unpaid claims and some approximate \$3.5 million of assets that might be available
4 to pay out of the Riverstone MEWA Liquidation Estate. *See* Declaration of Robert
5 E. Moore, Jr. (attached as **Exhibit A**) at ¶¶ 3-4. Regarding that approximate \$3.5
6 million in assets, administrative costs incurred by the IF are given first priority.
7 Consent Judgment (DE #41) at p. 6, ¶ 4. The mailing of the Notice of Benefit
8 Fund Termination referenced above, while necessary, was massive and was
9 completed by the third-party administrators at a cost of approximately \$123,000.00
10 Moore Declaration at ¶ 5. Given what has been incurred as administrative fees and
11 expenses and what is reasonably expected to be incurred as administrative fees and
12 expenses, the IF can ill afford to send out mailings to the sponsoring employers,
13 employee participants and medical care providers at \$123,000 per mailing. The
14 Notice of Benefit Fund Termination provides the contact information for the IF –
15 website address, e-mail address, phone number and mailing address (*see* DE #27-
16 2) – and informs all recipients to contact the IF and access the referenced website
17 with questions and/or for updated information. Moore Declaration at ¶ 5.
18 Accordingly, as part of the Court’s approval of the Proposed Liquidation Plan, and
19 to conserve administrative expenses, the IF requests that the Court approve that
20 notice of future actions regarding the Proposed Liquidation Plan, through posting
21 on the website www.receivermgmt.com/riverstone-nexgenhealthplan is adequate
22 notice to the sponsoring employers, employee participants and medical providers.

23 **PROPOSED ORDERLY PLAN OF LIQUIDATION**

24 Both the Amended TRO and Consent Judgment charged the IF to design and
25 implement a fair process for paying out covered claims to the extent feasible. DE
26 #22 at ¶ 4(a); DE #41 at ¶ 3. What constitutes a “fair process for paying out
27 covered claims to the extent feasible” will no doubt be open to debate and criticism
28 from self-interested groups. Some might say that the IF should simply add up the

1 processed claims in the aggregate and make a pro-rata distribution of cents on the
2 dollar from the assets it controls – simple and sweet. But such would likely expose
3 the employee participants, and perhaps the employer groups, to collection actions
4 from medical providers and would likely frustrate efforts by the employers which
5 have viable stop loss coverage from having eligible claims to make to the stop loss
6 insurer. In proposing the Proposed Liquidation Plan that is attached as **Exhibit B**
7 hereto, the IF is guided by several considerations:

- 8 1. The employee participants – who are truly the most innocent of
9 victims in this dire situation – should be protected to the fullest extent
10 possible (indeed the Court has recognized this as a significant concern
11 through its providing “All Writs Act” protection to the employee
12 participants during the pendency of this action (Consent Judgment
13 (DE #41) at p. 9, ¶ 12));
- 14 2. The sponsoring employers entered into what has been held as a self-
15 funded multiple employer welfare arrangement. Consent Judgment
16 (DE #41) at p. 2, ¶ I;
- 17 3. The Plan documents applicable to the sponsoring employers provide
18 that the sponsoring employer shall pay Plan benefits and
19 administrative expenses. Moore Declaration at ¶ 6 (attached as
20 **Exhibit A** hereto); and
- 21 4. Similarly, the Complaint filed in this action by the Secretary of the
22 Department of Labor states that contractual documents between the
23 Riverstone MEWA and employers indicate that the participating
24 employers were responsible to cover any underfunding of claims.
25 Complaint at ¶43.

26 With those considerations in mind, the IF submits the attached Proposed
27 Liquidation Plan (**Exhibit B** hereto) that, in general, demands payment from each
28 sponsoring employer of the amounts of its employees’ unpaid claims, said payment

1 to be through the applicable third-party administrator for payment to the applicable
2 medical service provider. The Proposed Liquidation Plan provides for a deadline
3 for all claims to be submitted to the relevant third-party administrators and for the
4 third-party administrator to create unpaid claims runs for each sponsoring
5 employer that the IF will provide to each employer. Upon receipt of its
6 individualized unpaid claims run, each sponsoring employer will be responsible for
7 paying or otherwise addressing its unpaid claims by a certain date. Each
8 sponsoring employer group will have the ability to present a Proof of Claim
9 (“POC”) to the Riverstone MEWA Liquidation Estate for the amount of unpaid
10 claims it paid. Other POCs can be submitted by employers, employee plan
11 participants, medical providers and non-medical service claimants. Those POCs
12 will be reviewed and adjudicated by the IF. Sponsoring employers which do not
13 pay the unpaid claims for its employees, as set forth in the individualized unpaid
14 claims runs that each will receive, will be subject to suit brought by the IF for those
15 unpaid claim amounts.

16 The IF asserts that, given the above-stated considerations, the Proposed
17 Liquidation Plan, attached hereto as **Exhibit B**, does implement a fair process for
18 paying out covered claims to the extent feasible and moves the Court to approve it.

19 **A. Summary of Proposed Liquidation Plan**

20 The Proposed Liquidation Plan states that the existing third-party
21 administrators will process all claims received with dates of service through the
22 date upon which the particular sponsoring employer either was terminated from the
23 Plan (e.g. the date through which premiums/premium equivalents/contributions
24 were paid) or through the March 8, 2019 termination date (*see*, DE #27) whichever
25 is later. The third-party administrators will provide each employer with a “claims
26 run” of those unpaid claims. Each sponsoring employer will be instructed to pay
27 the unpaid claims of its employee participants, through the applicable third-party
28 administrator, to the applicable medical care provider(s) and obtain releases from

1 those medical care providers. In doing so, the sponsoring employer can utilize the
2 existing third-party administrators, for which the third-party administrator will bill
3 the employer group, in contacting the particular medical providers and reaching
4 agreements as to the amount of unpaid claims to be paid (e.g. negotiating down
5 the unpaid amount, repricing, etc.).

6 The third-party administrators are currently, and will continue, processing
7 claims and establishing processed, adjudicated (but unpaid) amounts for those
8 claims. The Proposed Liquidation Plan establishes a May 7, 2019 deadline after
9 which no further medical claims will be accepted from any source by the third-
10 party administrators for processing. While the Proposed Liquidation Plan
11 contemplates that the processing of claims received by the third-party
12 administrators is, and will continue to be, “on-going”, final unpaid claims runs will
13 be provided to each sponsoring employer by June 1, 2019. Each employer will
14 then have until July 15, 2019 either to have paid the unpaid claims amounts or to
15 have made agreements with and paid the relevant medical care providers the
16 agreed upon amounts (and secured releases from the medical care providers). To
17 the extent that employers do not pay, or partially pay, the unpaid claims for
18 medical care provided to its employee participants, then the IF will make demand
19 upon the sponsoring employer to pay such amount, as shown on the unpaid claims
20 runs, and if that demand is not addressed, then the IF will consider institution of
21 suits as against the non-responsive employer(s).

22 The Proposed Liquidation Plan provides for a Proof of Claim (“POC”)
23 procedure whereby claims by sponsoring employers who paid the unpaid claims
24 amounts, other medical care related claims and non-medical care related claims
25 will be received by the IF. The Proposed Liquidation Plan sets forth a POC
26 submission deadline of August 15, 2019. The Proposed Liquidation Plan states
27 that within 30 days of the Court’s approval of the Proposed Liquidation Plan, the
28 IF will post on the website POC Forms, along with instructions for use by

1 sponsoring employers, employee participants and medical providers in submitting
2 a claim as against the Riverstone MEWA assets. At that time, the IF will mail to
3 those persons or entities, of who/which it is aware that may have a non-medical
4 related claim, a POC Form with instructions. The IF will review, adjudicate and
5 issue a determination of the POC claim to the claimant. The instructions will set
6 forth a procedure for any POC claimant to request reconsideration if it is
7 dissatisfied with the IF's determination of the POC and if further dissatisfied
8 petition this Court for review and final determination.

9 The Proposed Liquidation Plan also notes that the IF will review information
10 regarding potential claims or causes of action to be brought in the effort to increase
11 the amount of assets available to pay claims and administrative expenses. Finally,
12 the Proposed Liquidation Plan states that upon completion of the POC process and
13 upon the completion of any asset recovery efforts, the IF will submit to the Court a
14 plan of distribution of available assets for the Court to approve.

15 **II. INDEPENDENT FIDUCIARY'S REQUEST THAT THE COURT**
16 **ORDER, UNDER 28 U.S.C. § 1651, THAT ANY PURSUIT OF A**
17 **CLAIM AGAINST THE PLAN ASSETS, OUTSIDE OF THE**
18 **PROCEDURES SET FORTH IN THE LIQUIDATION PLAN, BE**
ENJOINED OR OTHERWISE PROHIBITED.

19 The attached Proposed Liquidation Plan sets forth the POC procedures by
20 which all claimants are to pursue his/her/its claim as against the assets of the Plans.
21 The establishment of a comprehensive liquidation procedure is a necessary
22 component of the IF fulfilling its duties under the Court's Consent Judgment (*see*
23 *DE #41 at p. 6, ¶ 3*). The procedures set forth in the attached Proposed Liquidation
24 Plan provide for the centralization of claims and the fair treatment and
25 determination of the claims against the assets of the Plans. The Proposed
26 Liquidation Plan provides the means to address all of the claims as against the
27 assets of the Plans equitably without having to address claimants who/which could
28 try to race to another forum to "get ahead" of the others with regard to their claims.

1 These rationales supported the entry of the All Writs Act Order portion of the
2 Consent Judgment – DE #41 at ¶ 12 – and the IF asserts those same rationales
3 apply regarding protections needed in relation to the Proposed Liquidation Plan.

4 The All Writs Act (28 U.S.C. §1651) provides that:

5 [A]ll courts established by Act of Congress may issue all
6 writs necessary and appropriate in aid of their respective
7 jurisdictions and agreeable to the usages and principles of
8 law.

9 Therefore, a federal court may issue orders under the All Writs Act as may
10 be necessary or appropriate to effectuate its orders and/or prevent frustration of its
11 orders. *United States v. New York Tel. Co.*, 434 U.S. 159, 174 (1977) (“The power
12 conferred by the [All Writs] Act extends, under appropriate circumstances, to
13 persons who, though not parties to the original action or engaged in wrongdoing,
14 are in a position to frustrate the implementation of a court order or the proper
15 administration of justice . . . , and, encompass even those who have not taken any
16 affirmative action to hinder justice.”) (brackets added; citations omitted).

17 As noted above, the Consent Judgment entered in this action (DE #41)
18 expressly stated that:

- 19 1) The IF has exclusive control over the plan assets of
20 the Riverstone MEWA and Participating Plan.
- 21 2) The IF has the authority to adjudicate and pay or
22 deny any and all claims submitted to the Riverstone
23 MEWA and Participating Plans.
- 24 3) The IF is to design and implement an orderly plan
25 of liquidation for paying out covered-claims to the extent
26 feasible.

27 Consent Judgment (DE #41) at p. 3, ¶ 2b; p. 4, ¶ 2 g; and p. 6 at ¶ 3. Therefore, the
28 Consent Judgment gives the IF the sole authority to establish a plan of liquidation
to address all claims against the assets of the Plans. If claimants do not follow that
liquidation plan, but rather choose to make claims in other forums as against the
assets of the Plans, then the orderly, centralized and equitable treatment of claims

1 made against the assets of the Plans will be frustrated. Accordingly, an order
2 staying, enjoining and/or prohibiting any effort by a person or entity to claim
3 against the assets of the Plans, outside of the procedures set forth in the Proposed
4 Liquidation Plan, is needed in aid of effecting the above-quoted portions of the
5 Consent Judgment.

6 The All Writs Act relief requested herein would not be barred by the Anti-
7 Injunction Act (28 U.S.C. § 2283)¹ because, to the IF's knowledge, there are no
8 current state court actions wherein a person or entity is pursuing a claim as against
9 the assets of the Plans controlled by the IF. Moore Declaration (**Exhibit A** hereto)
10 at ¶ 7. *See In re Joint Eastern and Southern Dist. Asbestos Litigation*, 134 F.R.D.
11 32, 37 (E. & S.D. N.Y. 1990) (Anti-Injunction Act applies only as to pending state
12 court proceedings and does not effect a federal court's power to enjoin future state
13 court actions or any actions in other federal courts).

14 Even if the Anti-Injunction Act did apply, it would not prohibit the relief
15 sought by the IF because the relief sought by the IF is the only means of ensuring
16 that an orderly plan of addressing all claims against the assets of the Plans is
17 established – a matter critical to the implementation of the Court's Consent
18 Judgment. Therefore, the relief requested by the IF falls squarely within the
19 “where necessary in aid of its jurisdiction” exception to the Anti-Injunction Act.
20 *See Archer v. Chisholm*, 870 F. 3d 603, 621 (7th Cir 2017); *In re; Consolidated*
21 *Welfare Fund ERISA Litigation*, 798 F. Supp. 125, 128 (S.D. N.Y. 1992).

22 Finally, both the “order in aid of jurisdiction” provision of the All Writs Act
23 and the “order in aid of jurisdiction” exception to the Anti-Injunction Act would
24 apply to this situation where the Court has taken jurisdiction over the assets of the
25

26 _____
27 ¹ The Anti-Injunction Act generally prohibits federal courts from enjoining pending
28 state court proceedings unless expressly authorized by Acts of Congress or where
necessary in and of its jurisdiction or to protect or effectuate its judgments. 28 U.S.C.
§2283.

1 Plans and placed them under the exclusive control of the IF to be managed and to
2 adjudicate claims against those assets. *See* DE #41, p. 3, ¶ 2b and p. 4, ¶ 2g.

3 Having exercised jurisdiction over the “property” (i.e. the assets of the
4 Plans), it is reasonable for the Court to enter an order as requested by the IF so as
5 to “preclude other courts from exercising control over that same property.” *In re:*
6 *Consolidated*, 798 F. Supp. at 127 n. 3. If a person or entity is allowed to pursue,
7 in another venue/forum, his/her/its claim as against the assets of the Plans outside
8 of the procedures of the Proposed Liquidation Plan, then there will be a “race to
9 the courthouse” in relation to claims against the assets of the Plans, the result being
10 the frustration of an orderly liquidation and distribution of the assets of the Plans to
11 approved claimants.

12 While the IF anticipates – and certainly hopes – that claims against the assets
13 of the Plans will be made through the process set forth in the Proposed Liquidation
14 Plan, it is foreseeable that a claimant will balk at that process and pursue claims
15 against the assets of the Plans in another forum. Under the All Writs Act, the
16 Court has broad equitable powers and discretion to enter orders in aid of its
17 jurisdiction/to protect against frustration of its orders. *See Cutler v. The 65*
18 *Security Plan*, 831 F. Supp. 1008, 1013 (E.D. N.Y. 1993). *See also Acosta v. AEU*
19 *Benefits, LLC, et al.*, (N.D. Ill., #1:17-cv-07931-JHL-SMF), Order Granting
20 Independent Fiduciary’s Motion to Approve Proposed Orderly Plan of Liquidation
21 Including Entry of “All Writs Act” Order (DE #146 in that case) (4/18/18),
22 attached as **Exhibit C** hereto. Accordingly, the IF requests that the Court, in
23 conjunction with approving the Proposed Liquidation Plan, enter an order (in a
24 fashion parallel to the All Writs Act Order previously entered as part of the
25 Consent Judgment in this matter – DE #41 at ¶ 12) that expressly (a) stays, enjoins
26 or prohibits any action pursued by a person or entity regarding any claim made
27 against the assets of the Plans outside of the procedures and processes set forth in
28 the Proposed Liquidation Plan and (b) maintains such protections during the

1 pendency of the liquidation process (as envisioned in the Proposed Liquidation
2 Plan) or until further order of the Court.

3 The IF will submit to the Court, as per Local Rules of Court a [Proposed]
4 Order Granting Independent Fiduciary’s Motion to Approve its Orderly Plan of
5 Liquidation and Order Providing All Writs Act Protection (“Proposed Order”) for
6 the Court’s consideration and entry. If the Proposed Order is entered, the IF will
7 provide notice of such by immediately posting it at the website being used in
8 relation to this matter (www.receivermgmt.com/riverstone-nexgenhealthplan).

9

10 Dated: March 29, 2019

CALDWELL LAW FIRM

11

12

By: s/ Larry J. Caldwell
Larry J. Caldwell, Esq.

13

14

15 Dated: March 29, 2019

WYATT, TARRANT & COMBS, LLP

16

17

By: s/ J. Graham Matherne
J. Graham Matherne, Esq.

18

19

*Attorneys for Court-Appointed
Independent Fiduciary Receivership
Management, Inc.*

20

21

22

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the aforesaid county, State of California. I am over the age of 18 years and not a party to the within action. My business address is Caldwell Law Firm, 21550 Oxnard Drive, 3rd Floor, Woodland Hills, CA 91367.

On the date set forth below, I caused the foregoing document described as:

INDEPENDENT FIDUCIARY’S NOTICE OF MOTION AND MOTION TO APPROVE ITS [PROPOSED] ORDERLY PLAN OF LIQUIDATION AND FOR ORDER PROVIDING ALL WRITS ACT PROTECTION

to be serve on all other parties and/or their attorney(s) of record to this action as follows:

SEE ATTACHED SERVICE LIST

X **BY CM/ECF SYSTEM** In accordance with the electronic filing procedures of this Court, I certify that I caused a copy of the above document to be served upon the following counsel of record, who are registered participants of this Court’s CM/ECF system, via the court’s CM/ECF System on March 29, 2019.

X **BY ELECTRONIC MAIL** I served the above document to the e-mail address(es) listed in the attached Service List on March 29, 2019. A true and correct copy of said transmittal will be produced if requested by any party or the court.

X **BY MAIL** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. The envelope was placed for deposit in the United States Postal Service on March 29, 2019. The envelope was sealed and placed for collection and mailing with first-class prepaid postage on this date following ordinary business practices.

X **(FEDERAL)** I declare under penalty of perjury that the foregoing is true and correct, and that I am employed at the office of a member of the bar of this Court at whose direction the service was made.

Executed on March 29, 2019, at Woodland Hills, California.

s/ Larry J. Caldwell
LARRY J. CALDWELL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SERVICE LIST

ACOSTA v. RIVERSTONE CAPITAL, et al.
USDC Case No. 19-CV-778-MWF (MAAx)

Attorneys for Plaintiff via CM/ECF

Ian H. Eliasoph, Esq.
Office of the Solicitor
United States Department of Labor
90 7th Street, Suite 3-700
San Francisco, CA 94103
Eliasoph.Ian@dol.gov

Grace A. Kim, Esq.
U.S. Department of Labor
350 S., Figueroa Street, Suite 370
Los Angeles, CA 90071
Kim.Grace@dol.gov

Defendants, In Pro Per, via Electronic Mail and First Class Mail

Riverstone Capital, LLC
c/o Travis O. Bugli
11311 Queensbury Drive
Bakersfield, CA 93312
buglittravis@gmail.com

NexGen Insurance Services, Inc.
c/o Travis O. Bugli
11311 Queensbury Drive
Bakersfield, CA 93312
buglittravis@gmail.com

NGI Brokerage Services, Inc.
c/o Travis O. Bugli
11311 Queensbury Drive
Bakersfield, CA 93312
buglittravis@gmail.com

///

1 James C. Kelly
2 332 Flower Street
3 Costa Mesa, CA 92627
4 James_C_Kelly@yahoo.com

5 Travis D. Bugli
6 11311 Queensbury Drive
7 Bakersfield, CA 93312
8 buglitravis@gmail.com

9 Robert Clarke
10 24159 Twin Tides Drive
11 Santa Clarita, CA 91355
12 RMC90292@yahoo.com

13 Erik Manqueros
14 1159 Aileron Avenue
15 La Puente, CA 91744
16 Erik.Manqueros2015@yahoo.com

17
18
19
20
21
22
23
24
25
26
27
28

61821274.3