

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

<b>AL STEWART<sup>1</sup>, Acting Secretary of Labor, U.S. DEPARTMENT OF LABOR,</b>	)	
	)	
<b>Plaintiffs,</b>	)	
	)	
<b>v.</b>	)	<b>Case No.: 2:20-cv-02624-TC-ADM</b>
	)	
<b>DANIEL L. WHITNEY, et al.</b>	)	
	)	
<b>Defendants.</b>	)	

**CONSENT ORDER**

On this day, upon the express consent of all the named Defendants in this action (Daniel L. Whitney (“Whitney”), Michelle Willson (“Willson”), Medova Healthcare Financial Group, LLC (“Medova”),<sup>2</sup> Midlands Casualty Insurance Company, Inc. (“MCIC”), Just Diabetic Supplies, LLC (“JDS”), Advent Health Services, LLC (“Advent”), Benison Capital Advisors, Inc. (“Benison”), and Patrick Enterprises, Inc. (“Patrick”) (collectively the “Defendants”), and upon the consent of Plaintiff Al Stewart, Acting Secretary of the United States Department of Labor (“Secretary”), and pursuant to the Court’s jurisdictional authority under ERISA Section 502(e)(1), 29 U.S.C. § 1132(e)(1), it is hereby ORDERED:

1. Receivership Management, Inc. (“Independent Fiduciary”) is appointed on an

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<sup>1</sup> This action was commenced in the name of Eugene Scalia, Secretary of the Department of Labor. Mr. Scalia is now the former Secretary of Labor and Milton Al Stewart is now the Acting Secretary. Therefore, Mr. Stewart is being automatically substituted for Mr. Scalia as the Plaintiff, pursuant to Fed. R. Civ. P. 25(d), and the caption of this action is amended accordingly.

<sup>2</sup> The Secretary alleges the Lifestyle Health Plans Group Benefit Program; Lifestyle Health Plans – Level Funded Group Benefits; Level Funded Lifestyle Self-Insured Health Plan; and Lifestyle Health Plans as collectively comprising a MEWA within the meaning of ERISA section 3(4)(A), 29 U.S.C. § 1002(40)(A), and named them as defendants (the “Rule 19 Defendants”) pursuant to Fed. R. Civ. P. 19(a) to assure that complete relief can be granted. (ECF Dkt. No. 1 at ¶ 18). It is the position of the Defendants (as defined above) that the Rule 19 Defendants are not a MEWA and are not legal entities.

interim basis as the independent fiduciary for all the employee welfare benefit plans, as defined in section (3)(1) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) (the “Plans”) for which Defendant Medova serves as the claims administrator. Within fifteen (15) days of the entry of this Order, the Independent Fiduciary shall file a disclosure statement with the Court: (a) confirming that it consents to the Court’s jurisdiction over it in this matter; (b) accepting the appointment described herein and agrees to be bound by this Consent Order; and (c) confirming its compliance with the bonding requirement of ERISA Section 412, 29 U.S.C. § 1112 with respect to the Plans as a whole. The Independent Fiduciary shall have full and exclusive fiduciary authority and control over the claims administration of the Plans and full and exclusive control over the Plans’ assets in the accounts listed in Appendix A to this Consent Order. Defendants also agree that the Independent Fiduciary shall have full and exclusive authority and control over the assets in the accounts listed in Appendix B, but Defendants do not waive any arguments or agree that these assets constitute assets of the Plans. All stop-loss and reinsurance proceeds payable with respect to any of the Plans shall be paid directly to the respective account for the Plan and without diminution on account of the inability of the Independent Fiduciary or the Plans to pay all or any portion of any claim. All of the accounts listed in Appendix A and Appendix B shall be allowed to continue to receive deposits, but any and all transfer or withdrawal of funds from those accounts shall be done only at the Independent Fiduciary’s exclusive control and direction. Accounts may be added to Appendix A and/or Appendix B with the written consent of both the Defendants and the Independent Fiduciary or as otherwise ordered by the Court or Magistrate. Appendix A shall be supplemented to include all accounts for terminated Plans that Medova is administering in run-out.

2. In consenting to the appointment of the Independent Fiduciary, Defendants neither

admit nor deny any liability and do not waive any rights to contest or dispute the factual or other allegations in the Complaint. Medova shall retain operational functions with respect to its own business operations, including, but not limited to, the day-to-day operation of the Plans, including stop-loss operations, subject to the authority and control of the Independent Fiduciary and to the extent consistent with the Independent Fiduciary's power and authority and as determined solely by the Independent Fiduciary. Medova shall provide the Independent Fiduciary at least thirty (30) days' written notice before terminating any of its services to the Plans. The Independent Fiduciary shall have exclusive authority to appoint, replace, and remove such administrators, trustees, attorneys, employees, assigns, agents, and service providers as the Independent Fiduciary shall determine in its sole discretion. However, at least ten (10) business days prior to replacing Medova or other Defendants as service providers for the Plans, the Independent Fiduciary shall provide written notice by filing with this Court a statement describing the reasons for such replacement and shall serve a copy on the Secretary and Defendants. The Independent Fiduciary shall have the authority to determine compensation to Defendants for services rendered in the ordinary course of administration of the Plans to the extent consistent with ERISA and applicable law and as determined solely by the Independent Fiduciary; provided, however, at least ten (10) business days prior to reducing any such compensation or the compensation of any Medova employees, the Independent Fiduciary shall provide written notice to the Defendants and, to the extent applicable, any affected employees. The Independent Fiduciary shall have the authority, with at least ten (10) business days' prior written notice to the Defendants, to terminate one or more of the Plans and liquidate the Plans' assets.

3. Whitney shall withdraw from having any direct or indirect ownership interest in JDS effective 1/1/2021. Any consideration for Whitney's fifty percent (50%) ownership interest

in JDS shall be determined after this matter is fully resolved, including any appeals.

4. No further partner or shareholder distributions, member draws, withdrawals, management fees, or similar transfers shall be made from Medova, MCIC, JDS, or Advent to Whitney, Willson, or Medova (including any of their affiliates), directly or indirectly without the express authorization of the Independent Fiduciary.

5. Advent shall price all lab claims at the DirectHealth network fee schedule. All lab claims shall be paid directly to LabCorp or servicing providers. If invoiced directly to Medova, lab claims shall be paid at least at cost or at such other price as may be approved by the Independent Fiduciary.

6. Subject to the oversight of the Independent Fiduciary (which shall have oversight of all stop-loss operational functions) and as soon as administratively practicable, Medova shall cease facilitating any stop-loss coverage in which MCIC acts as a reinsurer through quota-share reinsurance agreements such that MCIC will no longer hold any risk for Plans administered by Medova when the transition is complete. MCIC is also prohibited from issuing or renewing any direct stop-loss policies to Medova clients such that MCIC will cease insuring any active stop-loss policies no later than the date that an applicable stop-loss policy expires, without renewal. Under these arrangements, unaffiliated stop-loss carriers will be responsible for all future underwriting. Additionally, Medova shall work directly with the Independent Fiduciary to the extent determined necessary and administratively feasible by the Independent Fiduciary to revise the billing and remittance process for stop loss premium, but Defendants do not waive any arguments that changes to the billing or remittance process are necessary to comply with applicable law.

7. The Independent Fiduciary is charged with taking all reasonable steps necessary to perform an assessment of the actuarial soundness of the Plans and their financial viability in

consultation with an independent actuary retained by the Independent Fiduciary for such purpose if determined necessary in the Independent Fiduciary's sole discretion and after taking into account all applicable stop-loss insurance coverage. Any such independent actuary retained shall provide a verification that he or she has not provided services to any party as part of this case or the investigation of any of the Defendants. The Independent Fiduciary shall report any conclusions or opinions of the independent actuary to the parties. The costs of any independent actuary retained by the Independent Fiduciary shall be paid and reimbursed as specified in paragraph 8.c.

8. The authority of the Independent Fiduciary includes, but is not limited to:

a. Authority to exercise all fiduciary responsibilities relating to claims under the Plans, including authority to: conduct an accounting of all the Plans' claims and/or assets; adjudicate and re-adjudicate any and all claims submitted to the Plans; pay medical claims; negotiate with medical providers, the Plans' service providers, and other entities; identify and pursue claims on behalf of the Plans (or directing Medova to pursue any such claims); design and implement a process for paying out covered claims; file any necessary reports, including Internal Revenue Service Form 5500s (but not including any Department of Labor Form M-1 filings or any related filings for any Plans or the Defendants unless or until ordered by the Court); communicate with participants, beneficiaries, and any other person necessary to administer the Plans; make, or direct Medova to make, reasonable amendments to the Plans and any provider contracts as necessary to be consistent with ERISA and applicable law (subject to notice to Medova by the Independent Fiduciary), and share any information requested by the Secretary.

b. Authority to pay reasonable and necessary expenses of the Plans, such as, but not limited to, reasonable amounts due to vendors that perform necessary services,

insurance premiums necessary to protect the Plans' participants or beneficiaries, or reasonable compensation from the Plans' assets due to Medova employees for work undertaken in the administration of the Plans, including compensation for services to Defendants for services rendered in the ordinary course of administration of the Plans to the extent consistent with ERISA and applicable law and as determined solely by the Independent Fiduciary.

c. Authority to pay itself reasonable and necessary fees, expenses, and costs and pay the reasonable and necessary fees of service providers from the Plans' assets, including any of the accounts listed in Appendix A, or from the accounts listed in Appendix B, including the Medova Operating Account #9166. All fees paid by the Plans' assets, including any of the accounts listed in Appendix A, or from the accounts listed in Appendix B, to the Independent Fiduciary and service providers, including any independent actuary engaged by the Independent Fiduciary, shall be reimbursed to the Plan accounts listed in Appendix A and the accounts listed in Appendix B, as applicable, jointly and severally by the Defendants within thirty (30) days' notice and demand by the Independent Fiduciary. Before making any withdrawal to pay compensation, fees, expenses, or costs, the Independent Fiduciary shall provide written notice by filing with this Court a Fee Notice supported by an itemized statement of work and by serving a copy on the Secretary and Defendants. If no objection to the Fee Notice is filed within ten (10) calendar days, such compensation, fees, expenses, or costs shall be deemed reasonable.

d. By June 9, 2021, the Independent Fiduciary shall provide the Defendants, the Secretary, and the Court with a report of all actions taken and all assets expended in its administration of the Plans. Thereafter, the Independent Fiduciary will provide the

Defendants, the Secretary, and the Court with a report of all actions taken and all assets expended in its administration of the Plans on a monthly basis, throughout the term of this Consent Order.

9. Defendants and anyone acting on their behalf including their principals, officers, directors, owners, agents, assigns or subsidiaries, shall promptly notify the Independent Fiduciary of all funds not previously disclosed to the Secretary or Independent Fiduciary in the Appendices listed above, if any, located in bank accounts or elsewhere that contain premiums (also known as premium equivalents or contributions) from participating employers in the Plans so that the Independent Fiduciary may immediately transfer those assets into separate accounts for the benefit of the respective Plans' participants.

10. The Independent Fiduciary may establish trust accounts in the ordinary course of operations for any assets of the Plans, subject to administrative feasibility and reasonable cost and expense of any such endeavor, as determined by the Independent Fiduciary and consistent with ERISA.

11. Defendants shall furnish any information, including all books, records, and documents, including electronic files, requested by the Independent Fiduciary promptly and as soon as reasonably feasible following such request. Defendants shall execute and timely tender to the Independent Fiduciary all documents, files, or other items necessary to transfer sole control and governance of all accounts listed in the Appendices listed above to the Independent Fiduciary.

12. The terms of the documents governing the Plans are amended consistent with ERISA to include the terms of this Consent Order. This Order shall, for its term, supersede all other provisions in any documents governing the Plans that are inconsistent with the terms of this Order including, but not limited to, any Plans' plan documents, service agreements, account and/or

trust agreements.

13. Prior to seeking any relief from the Court to enforce, amend, or terminate this Consent Order, the Secretary and the Defendants agree to first meet and confer by teleconference to try and resolve the issue. If they are unable to resolve the issue informally, the party or parties seeking relief shall notify chambers and seek a teleconference with the Court in an effort to resolve the issue.

14. Nothing in this Consent Order shall be construed to relieve Medova or any of the Defendants or the Independent Fiduciary or any fiduciary with respect to the Plans of any duty, responsibility, or liability under ERISA, except to the extent assigned to or undertaken by the Independent Fiduciary or otherwise approved by the Court. Defendants shall not have any liability for actions taken under the direction of the Independent Fiduciary, the Secretary, the Court, or the Magistrate, and the Independent Fiduciary shall have no liability for acts or omissions that occurred prior to the appointment of the Independent Fiduciary. This Consent Order can be terminated at the request of either the Independent Fiduciary or the parties jointly, upon a finding by the Court that the Independent Fiduciary's appointment is no longer necessary. In any event, the order will terminate upon final resolution of the matter.

IT IS SO ORDERED.

s/Toby Crouse  
TOBY CROUSE  
DISTRICT COURT JUDGE

Dated: March 18, 2021



Respectfully submitted,

POLSINELLI PC

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and

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Deputy Solicitor

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U.S. DEPARTMENT OF LABOR, OFFICE OF  
THE SOLICITOR

By: /s/ Traci Martin  
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ATTORNEYS FOR PLAINTIFF

**Appendix A****Part 1 – Active Plan Accounts**

<b>Account No.</b>
8548
8410
2294
1436
1460
6346
5686
8409
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**Part 2 – Termed Plan Accounts**

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**Appendix B**

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