

McMANIMON, SCOTLAND & BAUMANN, LLC

75 Livingston Avenue, Suite 201

Roseland, New Jersey 07068

(973) 622-1800

Anthony Sodono, III (007631990)

Sari B. Placona (108842014)

Counsel to Brian W. Hofmeister, Independent Receiver

In Re:

LIQUIDATION AND DISSOLUTION OF
AFFILIATED PHYSICIANS AND
EMPLOYERS MASTER TRUST D/B/A
MEMBER HEALTH PLAN NJ

Petitioner.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION- MORRIS COUNTY

DOCKET NO. MRS-C-111-22

AMENDED NOTICE OF MOTION FOR AN ORDER (1) AFFIRMING AND AUTHORIZING THE CONTINUED RETENTION OF PROFESSIONALS TO THE INDEPENDENT RECEIVER; (2) ADOPTING AND APPROVING PROOFS OF CLAIM TIMELY FILED IN BANKRUPTCY COURT; (3) AUTHORIZING PROCEDURES FOR NOTICE AND AUTHORIZING MONTHLY PAYMENTS TO PROFESSIONALS; AND (4) SUCH OTHER EQUITABLE RELIEF

TO: ALL CREDITORS AND PARTIES IN INTEREST

PLEASE TAKE NOTICE that on March 31, 2023, at 9:00 a.m., or as soon thereafter as counsel can be heard, Independent Receiver, Brian W. Hofmeister (the “Independent Receiver”), by and through his counsel, McManimon, Scotland & Baumann, LLC, shall move before the Honorable Frank J. DeAngelis, P.J. Ch. at the Superior Court of New Jersey, Morris County Courthouse, Chancery Division, 10 Court Street, Floor 4, Morristown, New Jersey for an Order (i) affirming and authorizing the continued retention of professionals to the Independent Receiver; (2) adopting and approving proofs of claim timely filed in Bankruptcy Court; (3) authorizing procedures for notice and authorized monthly payments to professionals; and (4) such other equitable relief (the “Motion”).

PLEASE TAKE FURTHER NOTICE that in support of the within Motion, the undersigned shall rely upon the Letter Brief and Certification of the Independent Receiver, submitted herewith in support of the relief requested.

PLEASE TAKE FURTHER NOTICE that the within Motion is brought before the Court pursuant to Rule 1:6-2. A proposed form of Order is submitted herewith.

PLEASE TAKE FURTHER NOTICE that any opposition to the Motion must be in writing, filed with the Court and served upon the undersigned in accordance with the Rules of Court.

PLEASE TAKE FURTHER NOTICE that oral argument is hereby waived unless timely objection is received.

PLEASE TAKE FURTHER NOTICE that a proposed order granting the relief requested herein is submitted herewith and made part of the Motion herein.

McMANIMON, SCOTLAND & BAUMANN, LLC
Counsel to Brian W. Hofmeister, Independent Receiver

By: /s/ Anthony Sodono, III
Anthony Sodono, III

Dated: March 1, 2023

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Petitioner.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION - MORRIS COUNTY

DOCKET NO. MRS-C-111-22

CERTIFICATION OF BRIAN W. HOFMEISTER IN SUPPORT OF MOTION FOR AN ORDER (1) AFFIRMING AND AUTHORIZING THE CONTINUED RETENTION OF PROFESSIONALS TO THE INDEPENDENT RECEIVER; (2) ADOPTING AND APPROVING PROOFS OF CLAIM TIMELY FILED IN BANKRUPTCY COURT; (3) AUTHORIZING PROCEDURES FOR NOTICE AND AUTHORIZING MONTHLY PAYMENTS TO PROFESSIONALS; AND (4) SUCH OTHER EQUITABLE RELIEF

BRIAN W. HOFMEISTER, of full age, hereby certifies as follows:

1. I am the Independent Receiver (“Independent Receiver”) appointed in the above-captioned case to oversee the dissolution and liquidation of Affiliated Physicians and Employers Master Trust d/b/a Members Health Plan NJ (“APEMT” or “Petitioner”).

2. On May 24, 2021, APEMT filed a voluntary petition for relief under chapter 11, subchapter V of the United States Bankruptcy Code, bearing Case No. 21-14286 (MBK).

3. APEMT, a debtor under a confirmed subchapter V plan in the pending Chapter 11 bankruptcy case, is a non-profit, self-funded multiple employer welfare arrangement (“MEWA”) under the provisions of 29 U.S.C. Ch. 18 (the “Employee Retirement Income Security Act”) and N.J.S.A. 17B:27C-1, et seq. (the “Self-Funded Multiple Employer Welfare Arrangement

Regulation Act”) and was registered with the New Jersey Department of Banking and Insurance (“NJ DOBI”) annually.

4. In addition to registering with NJ DOBI, APEMT is also registered as a MEWA with the United States Department of Labor (“US DOL”), through an annual M1 filing. APEMT offered medical and prescription benefits to members of its sponsoring associations (“Members”).

5. APEMT has no owners, or direct employees, only trustees (the “Trustees”). As of the voluntary petition date, there were eleven (11) Trustees for APEMT (the “Board of Trustees”). The respective Trustees represent sponsoring associations (the “Sponsors”) of APEMT. Members must belong to a Sponsor in order to enroll with APEMT.

6. On August 5, 2021, APEMT filed its Small Business Subchapter V Plan (with amended Plans filed December 8th and 9th, the “Plan”).

7. Also, on August 5, 2021, APEMT moved to expand the scope of my powers as Trustee.¹ The Court granted APEMT’s motion by order entered November 15, 2021 (the “Sub V Trustee Order”).

8. As set forth in more detail in the letter brief, the Sub V Trustee Order authorized me as Trustee to review available documents and records from the past five (5) years (the “Examination Period”) in order to analyze the financial and operational conditions of APEMT which caused the impaired financial condition of APEMT, and the impact, if any, of the Covid-19 Pandemic.

9. Furthermore, I am authorized to investigate APEMT’s actuarial professional’s rating methodology for the Examination Period. Finally, I am authorized to review APEMT’s administrative expenses for the Examination Period.

¹ My fees were \$350 per hour as the Subchapter V Trustee. My hourly rate is \$500 per hour, however, I am willing to reduce it to \$450 per hour now that I am the Independent Receiver and taking on much more responsibility.

10. By order, dated March 21, 2022, the Court confirmed APEMT's Plan (the "Confirmation Order").

11. On April 28, 2022, APEMT filed a *Notice of (I) Entry of and Order Confirming Plan of Reorganization Filed by the Debtor; (II) Occurrence of the Effective Date; and (III) Administrative Bar Date* (the "Notice of the Effective Date") which indicated the effective date of the Plan occurred on March 31, 2022.

12. Pursuant to the Confirmation Order, my authority was expanded to include reporting obligations and oversight, and pursuit of avoidance actions.

13. On November 10, 2022, this Court entered a Judgment (1) Appointing Brian W. Hofmeister as Independent Receiver to Oversee the Dissolution and Liquidation of APEMT; (2) Authorizing the Independent Receiver to Continue to Execute APEMT's Bankruptcy Plan; (3) Authorizing the Waiver of Any Bond Requirements for the Independent Receiver; and (4) Such Other Relief that this Court Deems Equitable (the "Judgment"). The Judgment adopted all orders entered by the Bankruptcy Court. I have been analyzing claims, in which some of those will be challenged. I seek for this Court to approve the claims process outlined below in the Bankruptcy Court. Any claims that need to be expunged and/or objected to will be in the Bankruptcy Court. The affected claimants will be noticed if their claim is disputed.

14. At this time I am seeking to have this Court affirm and authorize my continued retention of the following professionals (collectively, the "Professionals"):

- McManimon, Scotland & Baumann, LLC ("MSB"), as my general counsel;
- Merlinos & Associates, Inc. ("Merlinos") as actuary consultant;
- DFL Group, Inc., ("DFL") as my plan supervisor;
- Mandelbaum Barrett PC ("Mandelbaum") as my special counsel;
- S. Mitnick Law PC ("SM Law") as my special collections counsel;

- Genova Burns LLC (“Genova Burns”) as my special litigation counsel;
- Concord Management Resources (“Concord”) as my administrative services manager;
- Shebell & Shebell, LLC (“Shebell”) as my workers compensation counsel; and
- Nagel Rice, LLP as my insurance coverage legal counsel.

15. A copy of MSB’s retention letter with me in my capacity at the Subchapter V Trustee in the Bankruptcy Court is attached as **Exhibit A**.

16. Once the matter was moved to the state court, on November 21, 2022, MSB and I entered into a supplemental retainer agreement. See Exhibit B.²

17. On November 2, 2021, I filed an application to retain Merlinos as an actuary consultant. See Exhibit D. On December 10, 2021, the Bankruptcy court entered an order authorizing the retention of Merlinos. See Exhibit E.

18. On November 2, 2021, I filed an application in the Bankruptcy Court to retain DFL to review and analyze the management and operation of APEMT during the six (6) year period leading up to the bankruptcy filing. See Exhibit F. On December 10, 2021, the Bankruptcy Court entered an order authorizing the retention of DFL. See Exhibit G. DFL provided me with an updated retainer which sets forth a rate of \$100 per hour.

19. On January 18, 2022, APEMT filed an application in the Bankruptcy Court to retain Mandelbaum as special counsel. See Exhibit H. On February 10, 2022, the Bankruptcy Court entered an order approving Mandelbaum’s retention. See Exhibit I. Mandelbaum’s services are completed, however, there are outstanding fees owed for work that was recently performed.

20. On January 4, 2022, APEMT filed an application in the Bankruptcy Court to retain SM Law. See Exhibit J. Doc. 289. On March 17, 2022, the Court entered an order authorizing

² Exhibit C is purposely omitted.

APEMT's retention of SM Law, as Special Counsel, to handle collection of the Members' delinquent assessments and health care fees. See Exhibit K. SM Law is retained on a contingency basis.

21. Genova Burns was debtor's counsel to APEMT in the bankruptcy matter. Genova Burns possesses an absorbent amount of historical information as it relates to APEMT. On June 22, 2021, the Bankruptcy Court entered an order authorizing Genova Burns's retention. See Exhibit L.

22. On July 21, 2021, APEMT filed an application in the Bankruptcy Court to retain Concord. See Exhibit M. Doc. 96. On August 5, 2021, the Bankruptcy Court entered an Order Authorizing the Retention of Concord. See Exhibit N.

23. On March 17, 2022 (post-Chapter 11 Bankruptcy Plan Confirmation), Shebell and APEMT entered into an agreement to provide legal services. See Exhibit O. Shebell is retained on a contingency basis.

24. On January 27, 2023, I entered into a retainer agreement with Nagel Rice as insurance coverage counsel in order to provide legal counsel to defend the Plan if there is insurance litigation as a result of actions of Plan's Trustees and/or Sponsoring Association, and/or insurance litigation against Plan Professional Service contractor(s) who the Independent Receiver has determined caused financial harm or impairment to the Plan. See Exhibit P.

25. I also seek to approve and adopt proofs of claim timely filed in the Bankruptcy Court as if filed in the state court to avoid duplication and estate administration economy. The deadline for filing a proof of claim in the Bankruptcy Court was August 2, 2021. I am requesting for the court to approve and adopt the claims notice procedure in the Bankruptcy Court and the proofs of claim timely filed in the Bankruptcy Court as if the parties were noticed and claims were filed in this case. The deadline for governmental claims to be filed in the Bankruptcy Court was

November 22, 2021. To date, there are 81 claims filed with the Bankruptcy Court. While the claims are adopted as being timely filed, I reserve the right to dispute the extent and/or validity of those claims. Any claims challenged will be conducted in the Bankruptcy Court per the Confirmation Plan.

26. I filed an application in the Bankruptcy Court in support of an omnibus motion to expunge, reduce, and reclassify claims. The objection to claims is based on the following: (i) the claim represents a debt for which APEMT is not liable; (ii) the claim represents a debt for which APEMT is not liable because it was resolved by a prior order or agreement; (iii) the alleged claimant has provided inadequate support of the claim; and (iv) the claim was untimely filed.

27. I also seek approval for procedures to notice and pay my Professionals on a monthly basis. All Professionals shall submit their monthly fee statement for approval. Each invoice will be reviewed and approved for payment. I seek approval to upload for each Professional their approved monthly fee statement to APEMT's public website. Using Constant Contact all approved monthly invoice notices will be emailed to Plan Members and Plan Participants. Constant Contact is a communication application with Employer Members and Employee Participants, which provides the Receiver with the capability to send multiple communications via Constant Contact and then catalogue and track all communications with this business tool. Approved invoices and/or notices will be posted to the Plan's public website for Plan Members and Plan Participants to review. APEMT has been utilizing these methods to communicate with Plan Members and Plan Participants for the past few years, particularly through the bankruptcy proceedings. The Constant Contact application is an efficient and cost-effective communication mechanism when coupled with the Plan's public website.

28. The Plan has been utilizing these two (2) methods to communicate with Plan Members and Plan Participants for the past few years, particularly through the bankruptcy proceedings beginning in May 2021. The Constant Contact application is an efficient and cost-effective communication application which will catalog and maintain electronic records for all email transmissions. When coupled with notices posted on the Plan's public website Plan Members and Plan Participants will be fully informed on professional costs associated with the administration of the Plan. Utilizing Constant Contact allows the Receiver and the estate of **APEMT** to preserve costs and avoid mass mailings.

29. I am seeking court approval of the procedure of notice and submission of the Professionals' invoices on a monthly basis.

Submission of Monthly Statements

On or before the 10th day of each month following the month for which compensation is sought.

Content of Monthly Statement

Each monthly fee statement shall comply with the rules from Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the District of New Jersey. All timekeepers must contemporaneously maintain time entries in increments of tenths (1/10th) of an hour.

Review Period

Each person shall have the opportunity to review the monthly fee statement approved by the Receiver on the APEMT public website. Any objections shall be provided to the Receiver within ten (10) days after the email notice is received via Constant Contact (the "Objection Deadline").

Payment

Upon the expiration of the Objection Deadline, the Receiver is authorized to pay each Professional.

Objections

If any party objects to a monthly fee statement, it must file a written objection (the “Notice of Objection to Monthly Fee Statement”) and serve it upon the Receiver and the Professional so that the Notice of Objection to Monthly Fee Statement is received on or before the Objection Deadline. The Notice of Objection to Monthly Fee Statement must set forth the nature of the objection and the amount of fees and/or expenses at issue.

If the Receiver receives an objection to a particular Monthly Fee Statement, the Receiver shall withhold payment of that portion of the Monthly Fee Statement to which the objection is directed and promptly pay the remainder of the fees and disbursements.

If the parties are unable to reach a resolution of the objection(s) within ten (10) days after service of the objection(s), it shall request a conference with the court to resolve such objection(s).

30. The Receiver shall serve this Motion on all creditors and interested parties from the bankruptcy case and this proceeding. Once the court enters an order approving this process, all Professionals shall submit their monthly fee statements to the Receiver. Each invoice will be reviewed and approved by the Receiver for payment. Approved monthly invoices will be uploaded to the Constant Contact business application for email transmission to Plan Members and Plan Participants. The Constant Contact application stores all communications to/from Plan Members and Plan Participants, and any failure to transmit an email to a registered email address can be tracked by the Receiver. The Constant Contact communication process provides the Receiver with the capability to send cost effective communications, and the Constant Contact application tracks

all communications for reporting. Approved invoices and/or notices are posted to the Plan's public website for Plan Members and Plan Participants to review. The Plan has been utilizing these two (2) methods to communicate with Plan Members and Plan Participants for the past few years, particularly through the bankruptcy proceedings beginning in May 2021. The Constant Contact application is an efficient and cost-effective communication application which will catalog and maintain electronic records for all email transmissions. When coupled with notices posted on the Plan's public website Plan Members and Plan Participants will be fully informed on professional costs associated with the administration of the Plan.

31. I have the authority to seek the relief requested in the motion pursuant to R. 4:53. For the foregoing reasons, the undersigned respectfully submits that there is sufficient cause for the court to grant the motion in its entirety and any other equitable relief the court deems just.

I hereby certify that the facts set forth herein are true to the best of my knowledge, information and belief. I am aware that if any of the foregoing statements are willfully false, that I am subject to punishment.

I further certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Dated: March 1, 2023

/s/ Brian Hofmeister
Brian W. Hofmeister
Independent Receiver

EXHIBIT A



Anthony Sodono, III
Direct Dial: (973) 721-5038
Direct Fax: (973) 712-1463
asodono@msbnj.com

April 19, 2022

Brian W. Hofmeister, Esq., as Subchapter V
Trustee for Affiliated Physicians and Employers
Master Trust

Re: Retainer Agreement

**ATTORNEY-CLIENT PRIVILEGED
PERSONAL AND CONFIDENTIAL**

Dear Mr. Hofmeister:

Thank you for entrusting your legal needs to us. This letter and the accompanying Standard Terms of Engagement set forth the terms of McManimon, Scotland and Baumann, LLC's ("MS&B"), representation as special counsel to Post-Confirmation Debtor Affiliated Physicians and Employers Master Trust d/b/a Member Health Plan NJ (hereinafter "You"). The scope of our representation shall be in connection with the prosecution of preferences, fraudulent conveyances, and other actions. This firm is required by N.J. Rule of Professional Conduct 1.5(b) to set forth our fee and arrangement in this letter. This retainer agreement including the Standard Terms of Engagement attached sets forth the entire agreement between You and MS&B concerning MS&B's representation of You in the above-referenced matter.

You agree to fully cooperate with us and to provide us with all information relevant to the issues involved in this matter. We agree to provide conscientious, competent, and diligent services and at all times will seek to achieve a favorable outcome on a cost-effective basis. If You would like us to expand the scope of our engagement or the parties we represent, it must be subject to a separate written agreement.

Our objective to charge a fair fee for the services rendered is achieved primarily by maintaining accurate records of the time spent by each attorney and paralegal on a particular matter and then billing for their time in accordance with the range of hourly rates established. I will be principally responsible for handling this matter along with my colleague, Sari B. Placona, and our assistants/paralegals, Diane Perrotta and Stacy Lipstein. Our current hourly rates are: Anthony Sodono, III - \$675; Sari B. Placona - \$375; Diane Perrotta and Stacy Lipstein - \$225. In addition to legal fees, our out-of-pocket expenses (as more particularly set forth in our Standard Terms of Engagement) also will be reflected in our monthly invoices.

Further, while this engagement is through You as Subchapter V Trustee for Affiliated Physicians and Employers Master Trust, this confirms that the Post-Confirmation Debtor,

Brian W. Hofmeister, Esq., as Subchapter V
Trustee for Affiliated Physicians and Employers
Master Trust
April 19, 2022
Page 2

Affiliated Physicians and Employers Master Trust, is responsible for payment of the fees and costs under this retainer agreement.

This agreement as well as our entire attorney-client relationship shall be governed exclusively by New Jersey law. Should any dispute arise regarding same, which cannot be resolved amicably, the courts of the State of New Jersey shall be the exclusive jurisdiction for the dispute to be litigated.

If this agreement is acceptable, please indicate Your understanding and acceptance of the terms and conditions set forth herein by signing and returning a copy of this letter via e-mail.

We look forward to working with You. If at any time You have questions about the services we are performing, please do not hesitate to call me.

Sincerely,

McMANIMON, SCOTLAND & BAUMANN, LLC

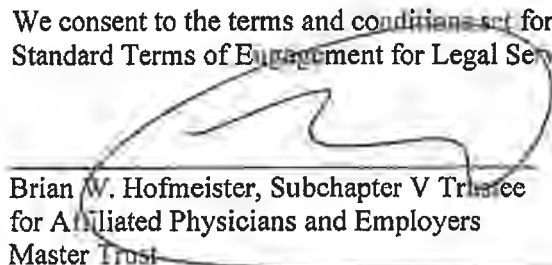
/s/ Anthony Sodono, III

Anthony Sodono, III

AS:dp
Att.

We consent to the terms and conditions set forth above and in the Standard Terms of Engagement for Legal Services attached herewith.

Dated: April 19, 2022



Brian W. Hofmeister, Subchapter V Trustee
for Affiliated Physicians and Employers
Master Trust

**AFFILIATED PHYSICIANS AND EMPLOYERS
MASTER TRUST, Post-Confirmation Debtor**

By: _____

Dated: April __, 2022

Print Name and Title: _____



STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement sets forth McManimon, Scotland & Baumann, LLC's ("we," "our," or the "Firm") standard terms of engagement as attorneys for the client(s) ("you" or "your") identified in the accompanying Engagement Letter. The Engagement Letter sets forth additional terms and conditions, and those terms control in any case where the Engagement Letter conflicts with these standard terms. The following terms are an integral part of our agreement and should be reviewed carefully. We also suggest that you retain this statement in your files. If at any time you have questions about these terms, please let us know as soon as possible so that we can provide you with timely answers.

THE SCOPE OF OUR WORK

The scope of the legal services we agree to perform for you is described in the Engagement Letter. If at any time you are not certain about the scope of our representation, please contact us for clarification. We are happy to answer any questions you may have.

We will do our best to serve you efficiently. The outcome of any matter is subject to inherent risks and other factors beyond our control. Therefore, we have not made, and cannot make, any guarantees or promises concerning the outcome of this matter. Any statements on our part concerning the likely outcome of a matter are expressions of our professional assessment of the matter in question, and such assessments always present a degree of uncertainty because they are limited by our knowledge of the facts, unsettled areas of the law, changes in the state of the law, equitable considerations, exercise of judgment in the application of the law, and many other unknown factors.

Any agreement reached in connection with the engagement may result in a variety of tax consequences. Unless specifically stated in the accompanying Engagement Letter, the scope of our engagement does not include tax advice.

Also, unless specifically stated in the accompanying Engagement Letter, the scope of our representation does not include determining whether you possess insurance coverage for any of the losses or expenses that you may incur in connection with this matter. You should immediately contact your insurance company or broker if you believe such coverage may exist.

In addition, the scope of representation does not include any appeals unless specifically set forth in the engagement letter. Strict timeframes exist for filing notices of appeal and prosecuting any appeal. Feel free

to consult our attorneys if you decide to appeal and we will provide all relevant timeframes and related information.

Alternatively, you may retain the Firm to assist with making that inquiry and determining coverage, but such expansion of the scope of our engagement must be agreed to in writing.

WHO PROVIDES THE LEGAL SERVICES

We assign an attorney as your primary contact at the Firm. This should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of contact person at any time. The legal work we perform for you may be performed by other lawyers, paralegals and legal assistants in the Firm as well. We delegate work among our lawyers, paralegals and legal assistants to promote effective and efficient rendition of necessary services. We are happy to advise you of the names of those attorneys, paralegals and legal assistants who work on your matters and their billing rates.

HOW FEES ARE SET

We bill you based on the hourly rates for our attorneys and other professionals, depending on the time involved in rendering the necessary services. We record the time spent on your work, such as internal and external meetings, conferences, negotiations, factual and legal research and analysis, court appearances, document preparation and revision, drafting and review of correspondence, travel on your behalf, and other related services.

The hourly rates of our lawyers, paralegals and legal assistants are based on each timekeeper's knowledge and experience in his/her field and are reviewed and adjusted annually (typically in September) to reflect current levels of legal experience, changes in overhead costs, and other relevant factors. Any rate changes will be reflected in our monthly invoices. You will not receive a separate rate change notice.

Our current range of hourly rates is as follows:

Partners	\$325.00 to \$675.00 per hour
Associates	\$220.00 to \$375.00 per hour
Paralegals/Support Staff	\$145.00 to \$225.00 per hour
Law Clerks	\$145.00 to \$175.00 per hour

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a



particular matter. Whenever possible, we furnish such an estimate based upon our professional judgment, but when we do so, it is always with the understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services, we may quote a fixed fee. Generally, however, we do not accept a fixed fee engagement except in such circumstances or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the fixed fee arrangement is expressed in the Engagement Letter, setting forth both the amount of the fee and the scope of the services to be provided in exchange for the fixed fee.

In certain situations, we provide legal services on a contingent fee basis. Any such arrangement must be reflected in a written contingent fee agreement.

OUT-OF-POCKET EXPENSES

As part of our representation, we may incur expenses on your behalf, and these must be paid by you on a timely basis. Whenever such costs are incurred, we itemize and bill them. Typical of such costs are conference calls; postage; messenger services, and express delivery charges; filing fees; deposition and transcript costs; witness fees; travel and overnight expenses; copying, scanning and printing charges; computer research charges (e.g. Lexis and Westlaw research); charges from outside experts and consultants (including accountants, appraisers, and other legal counsel) and fees and expenses related to collecting, hosting and processing electronically stored information. We generally request that outside service providers directly bill our clients for individual charges in excess of \$500, or we may invoice you for such charges billed to the Firm prior to your regularly scheduled invoicing.

RETAINER AND TRUST DEPOSITS

You may be asked to pay a retainer in connection with our representation of you. If so, the Engagement Letter provides details about the terms of the retainer.

During the course of our representation, it may be necessary for us to hold funds on your behalf in our Attorney Trust Account. Such trust funds will be deposited and held in a financial institution insured by the Federal Deposit Insurance Corporation ("FDIC").

Federal depository insurance coverage is currently limited to \$250,000.00 per account holder in each insured financial institution. Funds held for you in our Attorney Trust Account are aggregated with all other

funds belonging to you in the same financial institution in determining whether your deposit balance exceeds insurance limits. You will be notified by our trust accounting department of the financial institution(s) being used. The funds being held on your behalf in trust together with other funds not held by us on your behalf but to your credit in the same financial institution may exceed FDIC insurance coverage and therefore may not be insured in the event of a bank failure.

If you have any questions, you may contact our Accounting Department.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

We bill you on a regular basis, normally each month, for both fees and disbursements. To efficiently render our bills, we may render a bill through a date other than month-end. Fees and expenses, and the associated retainer, will be considered to be "earned" at the time that any fees and expenses are incurred. Our bills are due and payable upon receipt.

If your account becomes delinquent, you agree to promptly bring the account current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation (subject to court approval, if necessary) and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and reasonable attorneys' fees.

FEE DISPUTES

If you disagree with the amount of our fee, please take up the question with your principal attorney contact or with the Firm's Administrative Partner. Typically, such disagreements are resolved to the satisfaction of both sides, with little inconvenience or formality. In the event of a fee dispute that is not readily resolved, you may have the right to request arbitration under supervision of the state bar for the jurisdictions in which we practice.

POTENTIAL CONFLICTS/UNRELATED MATTERS WAIVER

Our Firm represents many other clients. It is possible that during the time we are representing you some of our present or future clients may have disputes with you. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to your interests. We agree, however, that your prospective consent to conflicting representation



contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

In bankruptcy matters, it is possible that we will be asked to represent other creditors or parties-in-interest. You agree that we may continue to represent or may undertake in the future to represent existing and new clients in such matters. Of course, we will not represent another client in such matters who will take action directly adverse to you.

PRESERVATION OF ELECTRONICALLY STORED AND OTHER INFORMATION

If the matter for which we are engaged involves a dispute which could reasonably lead to litigation, you may be required to produce documents and other materials relating to such matter in the event of litigation. Therefore, it is vital in any such matter that you preserve all documents (hard copy and electronic), data compilations and tangible objects. The requirement to preserve these materials is a continuing one and will last until you are advised to stop. Failure to preserve these materials could result in Court-imposed penalties or sanctions against you and/or others and can expose those involved to claims for spoliation of evidence. In applicable matters, a "Legal Hold Notice" that further discusses these issues will accompany the Engagement Letter.

TERMINATION

You may terminate our representation at any time by notifying us in writing. Your termination of our services does not affect your responsibility for payment of fees for legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter, including the collection, processing and transmittal of your file to you or substitute counsel.

Subject to the rules of professional responsibility for the jurisdictions in which we practice, we may withdraw from representation if you fail to abide by these Terms of Engagement as modified by the Engagement Letter, including, for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, conflicts of interest with another client, or your failure to communicate or cooperate with us. We try to identify in advance and discuss with our client(s) any situation that may lead to our withdrawal and, if withdrawal ever becomes necessary, we immediately give written notice of our withdrawal. Our right to withdraw depends upon the circumstances existing at the time we seek

withdrawal, and we will not withdraw unless withdrawal can be accomplished without violation of applicable rules of professional conduct.

CONCLUSION OF REPRESENTATION; DISPOSITION OF DOCUMENTS

Unless previously terminated, our representation of you concludes upon our sending our final statement for services rendered in the matter covered in our Engagement Letter. We maintain in confidence any otherwise nonpublic information that you have supplied to us, and that we retain, in accordance with applicable rules of professional conduct. At your request, your papers and property are returned promptly upon receipt of payment for outstanding fees and costs. We may retain copies pertaining to the matter for our files. Any such documents retained by us may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials after the termination of the engagement. We may also transfer the information on the documents to electronic media. If we are served with a subpoena for your file, we will notify you. If we are required to comply with the subpoena, you will be responsible for the legal fees and costs incurred, including the review and analysis of documents to determine if privileged documents should be withheld.

DISCLOSURE OF REPRESENTATION

You hereby acknowledge and agree that, subject to the attorney-client privilege, we may represent to third parties that you are a client of the Firm, we may use your logo in connection with marketing and business development initiatives, and we may provide a general description of the services rendered for your benefit.

POST-ENGAGEMENT MATTERS

You are engaging us to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you engage us with regard to future legal development(s) relating to this matter, we have no continuing obligation to advise you with respect to future legal developments concerning the matter. It is your responsibility, and we assume no responsibility for keeping track of critical dates, time periods by which notices must be given or advising you of the dates, or time periods by which you must address future deadlines or critical dates such as renewal options, UCC continuation statements or payment due dates.

EXHIBIT B



McMANIMON • SCOTLAND • BAUMANN

75 Livingston Avenue, Roseland, NJ 07068 (973) 521-5000

Anthony Sodono, III
Direct Dial: (973) 721-5038
Direct Fax: (973) 712-1463
asodono@msbnj.com

November 21, 2022

Brian W. Hofmeister, Esq., as Independent Receiver
 for Affiliated Physicians and Employers Master Trust

Re: Retainer Agreement

**ATTORNEY-CLIENT PRIVILEGED
 PERSONAL AND CONFIDENTIAL**

Dear Mr. Hofmeister:

Thank you for entrusting your legal needs to us. This letter and the accompanying Standard Terms of Engagement set forth the terms of McManimon, Scotland and Baumann, LLC's ("MS&B"), representation of Brian W. Hofmeister, Esq. ("You"), as Independent Receiver in an action pending in the Superior Court of New Jersey, Morris County, Chancery Division, titled In Re: Liquidation and Dissolution of Affiliated Physicians and Employers Master Trust d/b/a Member Health Plan NJ, Docket No. MRS-C-111-22. This firm is required by N.J. Rule of Professional Conduct 1.5(b) to set forth our fee and arrangement in this letter. This retainer agreement including the Standard Terms of Engagement attached sets forth the entire agreement between You and MS&B concerning MS&B's representation of You in the above-referenced matter.

You agree to fully cooperate with us and to provide us with all information relevant to the issues involved in this matter. We agree to provide conscientious, competent, and diligent services and at all times will seek to achieve a favorable outcome on a cost-effective basis. If You would like us to expand the scope of our engagement or the parties we represent, it must be subject to a separate written agreement.

Our objective to charge a fair fee for the services rendered is achieved primarily by maintaining accurate records of the time spent by each attorney and paralegal on a particular matter and then billing for their time in accordance with the range of hourly rates established. I will be principally responsible for handling this matter along with my partner, Sari B. Placona, and our assistants/paralegals, Diane Perrotta and Stacy Lipstein. Our current hourly rates are: Anthony Sodono, III - \$675; Sari B. Placona - \$375; Diane Perrotta and Stacy Lipstein - \$225. In addition to legal fees, our out-of-pocket expenses (as more particularly set forth in our Standard Terms of Engagement) also will be reflected in our monthly invoices.

Brian W. Hofmeister, Esq., as Independent Receiver
for Affiliated Physicians and Employers Master Trust
November 21, 2022
Page 2

This agreement as well as our entire attorney-client relationship shall be governed exclusively by New Jersey law. Should any dispute arise regarding same, which cannot be resolved amicably, the courts of the State of New Jersey shall be the exclusive jurisdiction for the dispute to be litigated.

If this agreement is acceptable, please indicate Your understanding and acceptance of the terms and conditions set forth herein by signing and returning a copy of this letter via e-mail.

We look forward to working with You. If at any time You have questions about the services we are performing, please do not hesitate to call me.

Sincerely,

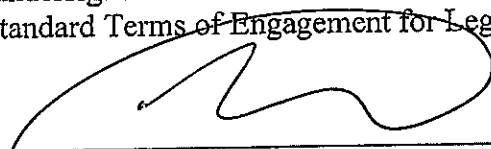
McMANIMON, SCOTLAND & BAUMANN, LLC

/s/ Anthony Sodono, III

Anthony Sodono, III

AS:dp
Att.

The undersigned consents to the terms and conditions set forth above and in the Standard Terms of Engagement for Legal Services attached herewith.



Brian W. Hofmeister, Esq., Independent Receiver
for Affiliated Physicians and Employers Master Trust

Dated: November 21, 2022



STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement sets forth McManimon, Scotland & Baumann, LLC's ("we," "our," or the "Firm") standard terms of engagement as attorneys for the client(s) ("you" or "your") identified in the accompanying Engagement Letter. The Engagement Letter sets forth additional terms and conditions, and those terms control in any case where the Engagement Letter conflicts with these standard terms. The following terms are an integral part of our agreement and should be reviewed carefully. We also suggest that you retain this statement in your files. If at any time you have questions about these terms, please let us know as soon as possible so that we can provide you with timely answers.

THE SCOPE OF OUR WORK

The scope of the legal services we agree to perform for you is described in the Engagement Letter. If at any time you are not certain about the scope of our representation, please contact us for clarification. We are happy to answer any questions you may have.

We will do our best to serve you efficiently. The outcome of any matter is subject to inherent risks and other factors beyond our control. Therefore, we have not made, and cannot make, any guarantees or promises concerning the outcome of this matter. Any statements on our part concerning the likely outcome of a matter are expressions of our professional assessment of the matter in question, and such assessments always present a degree of uncertainty because they are limited by our knowledge of the facts, unsettled areas of the law, changes in the state of the law, equitable considerations, exercise of judgment in the application of the law, and many other unknown factors.

Any agreement reached in connection with the engagement may result in a variety of tax consequences. Unless specifically stated in the accompanying Engagement Letter, the scope of our engagement does not include tax advice.

Also, unless specifically stated in the accompanying Engagement Letter, the scope of our representation does not include determining whether you possess insurance coverage for any of the losses or expenses that you may incur in connection with this matter. You should immediately contact your insurance company or broker if you believe such coverage may exist.

In addition, the scope of representation does not include any appeals unless specifically set forth in the engagement letter. Strict timeframes exist for filing notices of appeal and prosecuting any appeal. Feel free

to consult our attorneys if you decide to appeal and we will provide all relevant timeframes and related information.

Alternatively, you may retain the Firm to assist with making that inquiry and determining coverage, but such expansion of the scope of our engagement must be agreed to in writing.

WHO PROVIDES THE LEGAL SERVICES

We assign an attorney as your primary contact at the Firm. This should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of contact person at any time. The legal work we perform for you may be performed by other lawyers, paralegals and legal assistants in the Firm as well. We delegate work among our lawyers, paralegals and legal assistants to promote effective and efficient rendition of necessary services. We are happy to advise you of the names of those attorneys, paralegals and legal assistants who work on your matters and their billing rates.

HOW FEES ARE SET

We bill you based on the hourly rates for our attorneys and other professionals, depending on the time involved in rendering the necessary services. We record the time spent on your work, such as internal and external meetings, conferences, negotiations, factual and legal research and analysis, court appearances, document preparation and revision, drafting and review of correspondence, travel on your behalf, and other related services.

The hourly rates of our lawyers, paralegals and legal assistants are based on each timekeeper's knowledge and experience in his/her field and are reviewed and adjusted annually (typically in September) to reflect current levels of legal experience, changes in overhead costs, and other relevant factors. Any rate changes will be reflected in our monthly invoices. You will not receive a separate rate change notice.

Our current range of hourly rates is as follows:

Partners	\$325.00 to \$675.00 per hour
Associates	\$220.00 to \$375.00 per hour
Paralegals/Support Staff	\$145.00 to \$225.00 per hour
Law Clerks	\$145.00 to \$175.00 per hour

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a



particular matter. Whenever possible, we furnish such an estimate based upon our professional judgment, but when we do so, it is always with the understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services, we may quote a fixed fee. Generally, however, we do not accept a fixed fee engagement except in such circumstances or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the fixed fee arrangement is expressed in the Engagement Letter, setting forth both the amount of the fee and the scope of the services to be provided in exchange for the fixed fee.

In certain situations, we provide legal services on a contingent fee basis. Any such arrangement must be reflected in a written contingent fee agreement.

OUT-OF-POCKET EXPENSES

As part of our representation, we may incur expenses on your behalf, and these must be paid by you on a timely basis. Whenever such costs are incurred, we itemize and bill them. Typical of such costs are conference calls; postage; messenger services, and express delivery charges; filing fees; deposition and transcript costs; witness fees; travel and overnight expenses; copying, scanning and printing charges; computer research charges (e.g. Lexis and Westlaw research); charges from outside experts and consultants (including accountants, appraisers, and other legal counsel) and fees and expenses related to collecting, hosting and processing electronically stored information. We generally request that outside service providers directly bill our clients for individual charges in excess of \$500, or we may invoice you for such charges billed to the Firm prior to your regularly scheduled invoicing.

RETAINER AND TRUST DEPOSITS

You may be asked to pay a retainer in connection with our representation of you. If so, the Engagement Letter provides details about the terms of the retainer.

During the course of our representation, it may be necessary for us to hold funds on your behalf in our Attorney Trust Account. Such trust funds will be deposited and held in a financial institution insured by the Federal Deposit Insurance Corporation ("FDIC").

Federal depository insurance coverage is currently limited to \$250,000.00 per account holder in each insured financial institution. Funds held for you in our Attorney Trust Account are aggregated with all other

funds belonging to you in the same financial institution in determining whether your deposit balance exceeds insurance limits. You will be notified by our trust accounting department of the financial institution(s) being used. The funds being held on your behalf in trust together with other funds not held by us on your behalf but to your credit in the same financial institution may exceed FDIC insurance coverage and therefore may not be insured in the event of a bank failure.

If you have any questions, you may contact our Accounting Department.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

We bill you on a regular basis, normally each month, for both fees and disbursements. To efficiently render our bills, we may render a bill through a date other than month-end. Fees and expenses, and the associated retainer, will be considered to be "earned" at the time that any fees and expenses are incurred. Our bills are due and payable upon receipt.

If your account becomes delinquent, you agree to promptly bring the account current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation (subject to court approval, if necessary) and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and reasonable attorneys' fees.

FEE DISPUTES

If you disagree with the amount of our fee, please take up the question with your principal attorney contact or with the Firm's Administrative Partner. Typically, such disagreements are resolved to the satisfaction of both sides, with little inconvenience or formality. In the event of a fee dispute that is not readily resolved, you may have the right to request arbitration under supervision of the state bar for the jurisdictions in which we practice.

POTENTIAL CONFLICTS/UNRELATED MATTERS WAIVER

Our Firm represents many other clients. It is possible that during the time we are representing you some of our present or future clients may have disputes with you. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are directly adverse to your interests. We agree, however, that your prospective consent to conflicting representation



contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

In bankruptcy matters, it is possible that we will be asked to represent other creditors or parties-in-interest. You agree that we may continue to represent or may undertake in the future to represent existing and new clients in such matters. Of course, we will not represent another client in such matters who will take action directly adverse to you.

PRESERVATION OF ELECTRONICALLY STORED AND OTHER INFORMATION

If the matter for which we are engaged involves a dispute which could reasonably lead to litigation, you may be required to produce documents and other materials relating to such matter in the event of litigation. Therefore, it is vital in any such matter that you preserve all documents (hard copy and electronic), data compilations and tangible objects. The requirement to preserve these materials is a continuing one and will last until you are advised to stop. Failure to preserve these materials could result in Court-imposed penalties or sanctions against you and/or others and can expose those involved to claims for spoliation of evidence. In applicable matters, a "Legal Hold Notice" that further discusses these issues will accompany the Engagement Letter.

TERMINATION

You may terminate our representation at any time by notifying us in writing. Your termination of our services does not affect your responsibility for payment of fees for legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter, including the collection, processing and transmittal of your file to you or substitute counsel.

Subject to the rules of professional responsibility for the jurisdictions in which we practice, we may withdraw from representation if you fail to abide by these Terms of Engagement as modified by the Engagement Letter, including, for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, conflicts of interest with another client, or your failure to communicate or cooperate with us. We try to identify in advance and discuss with our client(s) any situation that may lead to our withdrawal and, if withdrawal ever becomes necessary, we immediately give written notice of our withdrawal. Our right to withdraw depends upon the circumstances existing at the time we seek

withdrawal, and we will not withdraw unless withdrawal can be accomplished without violation of applicable rules of professional conduct.

CONCLUSION OF REPRESENTATION; DISPOSITION OF DOCUMENTS

Unless previously terminated, our representation of you concludes upon our sending our final statement for services rendered in the matter covered in our Engagement Letter. We maintain in confidence any otherwise nonpublic information that you have supplied to us, and that we retain, in accordance with applicable rules of professional conduct. At your request, your papers and property are returned promptly upon receipt of payment for outstanding fees and costs. We may retain copies pertaining to the matter for our files. Any such documents retained by us may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials after the termination of the engagement. We may also transfer the information on the documents to electronic media. If we are served with a subpoena for your file, we will notify you. If we are required to comply with the subpoena, you will be responsible for the legal fees and costs incurred, including the review and analysis of documents to determine if privileged documents should be withheld.

DISCLOSURE OF REPRESENTATION

You hereby acknowledge and agree that, subject to the attorney-client privilege, we may represent to third parties that you are a client of the Firm, we may use your logo in connection with marketing and business development initiatives, and we may provide a general description of the services rendered for your benefit.

POST-ENGAGEMENT MATTERS

You are engaging us to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you engage us with regard to future legal development(s) relating to this matter, we have no continuing obligation to advise you with respect to future legal developments concerning the matter. It is your responsibility, and we assume no responsibility for keeping track of critical dates, time periods by which notices must be given or advising you of the dates, or time periods by which you must address future deadlines or critical dates such as renewal options, UCC continuation statements or payment due dates.

EXHIBIT C

(Intentionally Omitted)

EXHIBIT D

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

LAW FIRM OF BRIAN W. HOFMEISTER, LLC

By: Brian W. Hofmeister, Esq.

3131 Princeton Pike

Building 5, Suite 110

Lawrenceville, New Jersey 08648

(609) 890-1500

(609) 8980-6961 - facsimile

bwh@hofmeisterfirm.com

In Re:

AFFILIATED PHYSICIANS AND EMPLOYERS
MASTER TRUST

Case No.: 21-14286

Chapter 11

Judge: MBK

APPLICATION FOR RETENTION OF PROFESSIONAL

1. The applicant, Brian W. Hofmeister, is the SubChapter V Trustee.
2. The applicant seeks to retain the following professional, Merlinos & Associates, Inc. to serve as an actuary consultant.
3. The employment of the professional is necessary because: Merlinos would assist in the Trustee in his investigation by assessing: (i) the impact of the Covid-19 pandemic on APEMT's claim costs; (ii) evaluating non-covid incurred claim costs; (iii) review Windsor Strategy Partner, Inc.'s ("Windsor") rating methodology and the existence of any rating deficiencies; (iv) review the stop loss coverage levels; (v) analyze the Debtor's administrative expenses and broker commissions and any impact derived therefrom; (vi) review the level and impact of incurred but not paid claim liabilities; and (vii) assess underwriting policies and broker/agent arrangements.
4. The professional has been selected because: of its experience as health/disability actuary with broad experience with the insurance industry, as a regulatory consultant and as an

employee benefits consultant.

5. The professional services to be rendered are as follows: Merlino would assist in my investigation by assessing: (i) the impact of the Covid-19 pandemic on APEMT's claim costs; (ii) evaluating non-covid incurred claim costs; (iii) review Windsor Strategy Partner, Inc.'s ("Windsor") rating methodology and the existence of any rating deficiencies; (iv) review the stop loss coverage levels; (v) analyze the Debtor's administrative expenses and broker commissions and any impact derived therefrom; (vi) review the level and impact of incurred but not paid claim liabilities; and (vii) assess underwriting policies and broker/agent arrangements.

6. The proposed arrangement for compensation is as follows: see attached retainer agreement.

7. To the best of the applicant's knowledge, the professional's connection with the Debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any other person employed in the Office of the United States Trustee, is as follows: None.

8. To the best of the applicant's knowledge, the professional:

- does not hold an adverse interest to the estate.
- does not represent an adverse interest to the estate.
- is a disinterested person under 11 U.S.C. § 101(14).
- does not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which he/she will be retained under 11 U.S.C. § 327(e).

9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows:

The applicant respectfully requests authorization to employ the professional to render services in accordance with this application, with compensation to be paid as an administrative expense in such amounts as the Court may determine and allow.

Dated: November 2, 2021

/s/Brian W. Hofmeister
Signature of Applicant

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(B)

LAW FIRM OF BRIAN W. HOFMEISTER, LLC
By: Brian W. Hofmeister, Esq.
3131 Princeton Pike
Building 5, Suite 110
Lawrenceville, New Jersey 08648
609-890-1500
609-890-6961 - fax
bwh@hofmeisterfirm.com
Brian W. Hofmeister, SubChapter V Trustee

In Re:
AFFILIATED PHYSICANS AND EMPLOYERS
MASTER TRUST

Case No.: 21-14286
Judge: MBK
Chapter: 11

**CERTIFICATION OF PROFESSIONAL IN SUPPORT OF
APPLICATION FOR RETENTION OF PROFESSIONAL**

I, MICHAEL J. BERMAN, being of full age, certify as follows:

1. I am seeking authorization to be retained as an actuary consultant.
2. My professional credentials include: 24 years of experience as a health/disability actuary with broad experience within the insurance industry, as a regulatory actuarial consultant, and as an employee benefits consultant
3. I am a member of or associated with the firm of: Merlinos & Associates, Inc., 5550 Peachtree Parkway, Suite 600, Peachtree Corners, GA 30092.
4. The proposed arrangement for compensation, including hourly rates, if applicable, is as follows see attached retainer agreement

_____.

Pursuant to D.N.J. LBR 2014-3, I request a waiver of the requirements of D.N.J. LBR 2016-1.

5. To the best of my knowledge, after reasonable and diligent investigation, my connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

None

Describe connection: _____

6. To the best of my knowledge, after reasonable and diligent investigation, the connection of my firm, its members, shareholders, partners, associates, officers and/or employees with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

None

Describe Connection: _____

7. To the best of my knowledge, my firm, its members, shareholders, partners, associates, officers and/or employees and I (check all that apply):

do not hold an adverse interest to the estate.

do not represent an adverse interest to the estate.

are disinterested under 11 U.S.C. § 101(14).

do not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which I will be retained under 11 U.S.C. § 327(e).

Other. Explain: _____

8. If the professional is an auctioneer,

The following are my qualifications and experience with the liquidation or sale of similar property: _____

b. The proposed method of calculation of my compensation, including rates and formulas, is: _____

Pursuant to D.N.J. 2014-2, I do or do not request a waiver of the requirements of D. N. J. LBR 2016-1.

c. The following is an estimate of all costs and expenses, including labor, security, advertising, delivery, mailing, and insurance, for which I will seek reimbursement from the sale proceeds: _____

d. Have you, or a principal of your firm, been convicted of a criminal offense?

No Yes (explain below)

e. I certify that a surety bond as described in D. N. J. LBR 2014-2(a)(6) is in effect and will remain so through the date of turnover of the auction proceeds.

9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: _____

I certify under penalty of perjury that the above information is true.

Date: November 1, 2021

/s/Michael J. Berman
Signature of Professional

rev.8/1/15



APEMT Proposed Scope of Services Actuarial

1. Assessment of the impact that the Covid-19 (Covid) pandemic had on the MEWA's claim costs. In particular, Merlinos & Associates (M&A) proposes to assess the following:
 - a. Per member per month (PMPM) levels of Covid testing claims cost that the plan incurred in 2020 and 2021 YTD.
 - b. PMPM claim costs associated with inpatient hospital Covid expenses.
 - c. PMPM claim costs associated with outpatient hospital Covid expenses.
 - d. PMPM claim costs associated with professional Covid expenses.
 - e. PMPM claim costs associated with prescription drug Covid expenses.
2. Evaluation of non-Covid incurred claims costs for years 2016 to 2021 in order for us to understand the historical baseline level of medical/Rx claim costs incurred by the MEWA.
3. Perform a review of the Windsor Strategy Partners, Inc. (Windsor) rating methodology for 2016 to 2021, Evaluate whether there may have been any rating deficiencies that may have adversely impacted the MEWA's results, including a review of Windsor's work associated with the network migration from Cigna to Aetna and assess whether the financial impact was properly considered in rating.
4. Review the stop loss coverage levels, premium rates, and claim levels for years 2016 to 2021.
5. Obtain and understanding of the MEWA's administrative expenses and broker commissions for each plan year and opine on the these expense levels compared to what we see other self-insured's or MEWA's paying for similar services.
6. Review the level of incurred but not paid (IBNP) claim liabilities held by the MEWA and assess their historical adequacy based on a review of all actuarial reports for the period 2016 to 2021. Pricing reports will also be reviewed.
7. If required, M&A will work with the examination team to assess underwriting policies, RBC levels, and arrangements with brokers and agents.

Fee Estimate

- M&A proposes to split this work into two stages:
 - Stage 1 is items # 1 and # 2 above. Our estimates fee range is \$10,000 to \$20,000
 - Stage 2 may not be required (pending conclusions from stage 1), but has a fee range of \$60,000 to \$75,000

- Caveats:
 - Fees will be heavily dependent on data quality and other items. Actual fees could be higher or lower than projected.
 - This phase of the potential broader engagement is not intended to prepare for any litigation support. If that ultimately becomes necessary, M&A will provide updated fee estimates later in the bankruptcy case.

Schedule of Billing Rates for Merlinos & Associates, Inc.

M&A charges professional fees based on the time necessary to complete the work and the hourly rates shown below. Any reasonable out of pocket expenses are billed in addition to professional fees.

CONSULTING LEVEL	HOURLY
Actuarial Consultant – Level I	\$350
Actuarial Consultant – Level II	\$320
Actuarial Consultant – Level III	\$300
Actuarial Analyst – Level I	\$280
Actuarial Analyst – Level II	\$260
Actuarial Analyst – Level III	\$230
Administrative Support	\$105

All levels of Actuarial Consultant are credentialed actuaries.

Michael J. Berman, FSA, MAAA

<p>Michael Berman Principal & Consulting Actuary</p> <p>Merlinos & Associates, Inc. 3274 Medlock Bridge Road Peachtree Corners, Georgia 30092</p> <p>T: 678.684.4865 F: 770.453.9776 E: mberman@merlinosinc.com</p> <p>merlinosinc.com</p> <p>Professional Designations</p> <ul style="list-style-type: none">▪ Fellow of the Society of Actuaries (2005)▪ Member of the American Academy of Actuaries (2000) <p>Education</p> <p>Georgia State University, M.S., Actuarial Science</p> <p>University of Massachusetts, B.B.A, Accounting</p>	<p>Michael Berman has 24 years of experience as a health/disability actuary with broad experience within the insurance industry, as a regulatory actuarial consultant, and as an employee benefits consultant.</p> <p>His experience includes:</p> <ul style="list-style-type: none">▪ Consulting to employer groups with self-insured group medical insurance programs (active and retired employees) to assist them with the financial management of the plans. The scope of these engagements includes pricing, reserving, and the development of an employee contribution strategy▪ Conducted captive insurance feasibility studies for medical stop loss and A&H insurance products. Experience in several domiciles.▪ Served as pricing actuary for a start-up medical sharing organization. Developed rates for a variety of “sharing” plan designs.▪ Review of Incurred But Not Paid (IBNP/IBNR) reserve valuations for insurance companies and self-insured employers.▪ Providing audit support for various external auditors performing financial audits of health insurance companies. These reviews have focused on claim reserves, premium deficiency reserves, PPACA Risk Adjustment liabilities, and PPACA Risk Corridor liabilities.▪ Served as Appointed Actuary for a health insurance carrier that sold ACA Marketplace, Medicare Advantage, and Medicaid individual insurance. Responsible for claim reserve valuation and developing liabilities for ACA 3R liabilities (Risk Adjustment, Risk Corridor, and CSR)▪ Litigation consulting related to troubled health insurance companies in receivership and general insurance litigation matters. Responsibilities include analyzing legal liability of outside actuarial consultants, preparation of expert reports, and trial testimony.▪ Assisting state regulatory authorities with the review of insurance rate filings submitted by health (group and individual) and long term care (LTC) insurance companies.
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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

LAW FIRM OF BRIAN W. HOFMEISTER, LLC

By: Brian W. Hofmeister, Esq.

3131 Princeton Pike

Building 5, Suite 110

Lawrenceville, New Jersey 08648

609-890-1500

609-890-6961 - fax

bwh@hofmeisterfirm.com

Brian W. Hofmeister, SubChapter V Trustee

In Re:

AFFILIATED PHYSICIANS AND EMPLOYERS
MASTER TRUST

Case No.: 21-14286

Chapter: 11

Judge: MBK

ORDER AUTHORIZING RETENTION OF

MERLINOS & ASSOCIATES, INC.

The relief set forth on the following page is **ORDERED**.

Upon the applicant's request for authorization to retain Merlinos & Associates, Inc.
as actuary consultants, it is hereby ORDERED:

1. The applicant is authorized to retain the above party in the professional capacity noted.
The professional's address is: 5550 Peachtree Parkway
Suite 600
Peachtree Corners, GA 30092
2. Compensation will be paid in such amounts as may be allowed by the Court on proper application(s).
3. If the professional requested a waiver as noted below, it is Granted Denied.
 Waiver, under D.N.J. LBR 2014-2(b), of the requirements of D.N.J. LBR 2016-1.
 Waiver, under D.N.J. LBR 2014-3, of the requirements of D.N.J. LBR 2016-1 in a chapter 13 case. Payment to the professional may only be made after satisfactory completion of services.
4. The effective date of retention is the date the application was filed with the Court.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

LAW FIRM OF BRIAN W. HOFMEISTER, LLC

By: Brian W. Hofmeister, Esq.

3131 Princeton Pike, Bldg. 5, Suite 110

Princeton, New Jersey 08648

(609) 890-1500

(609) 890-6961 - fax

bwh@hofmeisterfirm.com

Attorneys for Barry W. Frost, Chapter 7 Trustee

In Re:

AFFILIATED PHYSICIANS AND EMPLOYERS
MASTER TRUST

Case No.: 21-14286

Chapter 11

Judge: MBK

CERTIFICATE OF SERVICE

1. I, ARLENE M. WILSON:

■ am the paralegal for Law Office of Brian W. Hofmeister, LLC, who represents Brian W. Hofmeister, SubChapter V Trustee in the above captioned matter.

2. On November 2, 2021, I sent a copy of the following pleadings and/or documents to the parties listed in the chart below: Application for Retention of Merlinos & Associates, Inc. as actuary consultants to the SubChapter V Trustee; Certification in support of Application; and proposed form of Order.

3. I hereby certify under penalty of perjury that the above documents were sent using the mode of service indicated.

Dated: November 2, 2021

/s/Arlene M. Wilson

Arlene M. Wilson

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
United States Trustee's Office One Newark Center Suite 2100 Newark, NJ 07102	Interested Party	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (as authorized by the court or by rule. Cite the rule if applicable.)
Donald W Clarke, Esq. Genova Burns LLC 110 Allen Road Ste 304 Basking Ridge, NJ 07920	Attorney for Debtor	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (as authorized by the court or by rule. Cite the rule if applicable.)
Affiliated Physicians and Employers Master Trust 80 Cottontail Lane Suite 204 Somerset, NJ 08873	Debtor	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (as authorized by the court or by rule. Cite the rule if applicable.)

EXHIBIT E



Order Filed on December 10, 2021
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

LAW FIRM OF BRIAN W. HOFMEISTER, LLC

By: Brian W. Hofmeister, Esq.

3131 Princeton Pike

Building 5, Suite 110

Lawrenceville, New Jersey 08648

609-890-1500

609-890-6961 - fax

bwh@hofmeisterfirm.com

Brian W. Hofmeister, SubChapter V Trustee

In Re:

AFFILIATED PHYSICANS AND EMPLOYERS
MASTER TRUST

Case No.: 21-14286

Chapter: 11

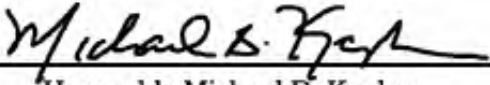
Judge: MBK

ORDER AUTHORIZING RETENTION OF

MERLINOS & ASSOCIATES, INC.

The relief set forth on the following page is **ORDERED**.

DATED: December 10, 2021


Honorable Michael B. Kaplan
United States Bankruptcy Judge

Upon the applicant's request for authorization to retain Merlinos & Associates, Inc.
as actuary consultants, it is hereby ORDERED:

1. The applicant is authorized to retain the above party in the professional capacity noted.
The professional's address is: 5550 Peachtree Parkway
Suite 600
Peachtree Corners, GA 30092
2. Compensation will be paid in such amounts as may be allowed by the Court on proper application(s).
3. If the professional requested a waiver as noted below, it is Granted Denied.
 Waiver, under D.N.J. LBR 2014-2(b), of the requirements of D.N.J. LBR 2016-1.
 Waiver, under D.N.J. LBR 2014-3, of the requirements of D.N.J. LBR 2016-1 in a chapter 13 case. Payment to the professional may only be made after satisfactory completion of services.
4. The effective date of retention is the date the application was filed with the Court.

EXHIBIT F

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY
<hr/> Caption in Compliance with D.N.J. LBR 9004-1(b)
LAW FIRM OF BRIAN W. HOFMEISTER, LLC By: Brian W. Hofmeister, Esq. 3131 Princeton Pike Building 5, Suite 110 Lawrenceville, New Jersey 08648 609-890-1500 609-890-6961 - fax bwh@hofmeisterfirm.com Brian W. Hofmeister, SubChapter V Trustee
In Re: AFFILIATED PHYSICANS AND EMPLOYERS MASTER TRUST

Case No.: 21-14286
Judge: MBK
Chapter: 11

APPLICATION FOR RETENTION OF PROFESSIONAL

1. The applicant, Brian W. Hofmeister, is the (check all that apply):
- Trustee: Chap. 7 Chap. 11 Chap. 13.
- Debtor: Chap. 11 Chap. 13
- Official Committee of _____
2. The applicant seeks to retain the following professional DFL Group, Inc. to serve as (check all that apply):
- Attorney for: Trustee Debtor-in-Possession
- Official Committee of _____
- Accountant for: Trustee Debtor-in-possession
- Official Committee of _____

Other Professional:

Realtor

Appraiser

Special Counsel

Auctioneer

Other (specify): Consultant

3. The employment of the professional is necessary because:

to assist the Trustee in identifying documents to be reviewed and analysis of the management and operation of APEMT during the six (6) year period leading up to the bankruptcy filing.

4. The professional has been selected because:

Ms. Lopez has served as a Court appointed Chief Examiner and Chief Rehabilitator for a number of financially impaired insurance companies throughout the United States.

5. The professional services to be rendered are as follows:

See attached retainer and CV

6. The proposed arrangement for compensation is as follows:

See attached retainer

7. To the best of the applicant's knowledge, the professional's connection with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

None

Describe connection: Ms. Lopez has a familiarity and historical background with the Debtor having been appointed by the New Jersey Department of Banking and Insurance ("DOBI") in 2008 to examine the financial and operational conditions of both the Debtor and Association Master Trust, which were licensed MEWAs in New Jersey

8. To the best of the applicant's knowledge, the professional (check all that apply):
- does not hold an adverse interest to the estate.
 - does not represent an adverse interest to the estate.
 - is a disinterested person under 11 U.S.C. § 101(14).
 - does not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which he/she will be retained under 11 U.S.C. § 327(e).
 - Other; explain: The DFL Group previously provided consulting services to Concord Management Resources, which concluded December 31, 2020 and did not involve the Debtor, APEMT.

9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: _____

The applicant respectfully requests authorization to employ the professional to render services in accordance with this application, with compensation to be paid as an administrative expense in such amounts as the Court may determine and allow.

Date: November 2, 2021

/s/Brian W. Hofmeister
Signature of Applicant

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(B)

LAW FIRM OF BRIAN W. HOFMEISTER, LLC
By: Brian W. Hofmeister, Esq.
3131 Princeton Pike
Building 5, Suite 110
Lawrenceville, New Jersey 08648
609-890-1500
609-890-6961 - fax
bwh@hofmeisterfirm.com
Brian W. Hofmeister, SubChapter V Trustee

In Re:
AFFILIATED PHYSICANS AND EMPLOYERS
MASTER TRUST

Case No.: 21-14286
Judge: MBK
Chapter: 11

**CERTIFICATION OF PROFESSIONAL IN SUPPORT OF
APPLICATION FOR RETENTION OF PROFESSIONAL**

1. MARY JO LOPEZ, being of full age, certify as follows:

1. I am seeking authorization to be retained as a consultant.
2. My professional credentials include: more than 37 years of experience serving the insurance and banking industries. I have been a Court appointed Examiner and/or Chief Rehabiliator for a number of financially impaired insurance companies placed in supervision or rehabilitation throughout the United States
3. I am a member of or associated with the firm of: The DFL Group, PO Box 6, Oceanport, NJ 07757.
4. The proposed arrangement for compensation, including hourly rates, if applicable, is as follows see attached retainer agreement

Pursuant to D.N.J. LBR 2014-3, I request a waiver of the requirements of D.N.J. LBR 2016-1.

5. To the best of my knowledge, after reasonable and diligent investigation, my connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

None

Describe connection: In 2008 I was appointed by the New Jersey Department of Banking and Insurance to complete examinations on the financial and operational conditions of both the Debtor and Association Master Trust.

6. To the best of my knowledge, after reasonable and diligent investigation, the connection of my firm, its members, shareholders, partners, associates, officers and/or employees with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

None

Describe Connection: _____

7. To the best of my knowledge, my firm, its members, shareholders, partners, associates, officers and/or employees and I (check all that apply):

do not hold an adverse interest to the estate.

do not represent an adverse interest to the estate.

are disinterested under 11 U.S.C. § 101(14).

do not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which I will be retained under 11 U.S.C. § 327(e).

Other. Explain: The DFL Group previously provided consulting services to Concord Management Resources, which concluded December 31, 2020 and did not involve the Debtor, APEMT.

8. If the professional is an auctioneer,

The following are my qualifications and experience with the liquidation or sale of similar property: _____

b. The proposed method of calculation of my compensation, including rates and formulas, is: _____

Pursuant to D.N.J. 2014-2, I do or do not request a waiver of the requirements of D. N. J. LBR 2016-1.

c. The following is an estimate of all costs and expenses, including labor, security, advertising, delivery, mailing, and insurance, for which I will seek reimbursement from the sale proceeds: _____

d. Have you, or a principal of your firm, been convicted of a criminal offense?

No Yes (explain below)

e. I certify that a surety bond as described in D. N. J. LBR 2014-2(a)(6) is in effect and will remain so through the date of turnover of the auction proceeds.

9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: _____

I certify under penalty of perjury that the above information is true.

Date: _____

October 28, 2021

Signature of Professional



rev.8/1/15



p.o. box 6 • oceanport, new jersey 07757

October 25, 2021

Brian W. Hofmeister, Esq.
Court Appointed Trustee, Affiliated Physicians and Employers Master Trust ("APEMT")
3131 Princeton Pike, Building 5, Suite 110
Lawrenceville, New Jersey 08648

Sent Via Electronic Email to: Brian W. Hofmeister (bwh@HOFMEISTERFIRM.COM)
Subject: Advisory Service Proposal

Dear Mr. Hofmeister:

As discussed I am most interested in providing advisory services to your office, as the Trustee for APEMT in the State of New Jersey's Bankruptcy Court. My role would be to assist you in the examination of the activities that occurred from 2018 through June 30, 2021 that caused the impaired financial condition of APEMT.

Enclosure 1 is a copy of my current resume. As discussed I have an extensive background, serving as a Court appointed Chief Examiner and/or Chief Rehabilitator for a number of financially impaired insurance companies placed in supervision or rehabilitation throughout the United States. From January 1, 2009 through December 31, 2011 Ms. Lopez served as a Director for the Commissioner of Insurance in the State of Delaware.

DFL Group is also disclosing the following information:

- In 2008 Mary Jo Lopez was appointed by the New Jersey Department of Banking and Insurance ("NJDOBI") to complete examinations on the financial and operational conditions of both APEMT and Association Master Trust, which were licensed multiple employer welfare arrangements ("MEWAs") in the State of New Jersey. Coulter and Associates was the actuarial firm assigned to this examination.
- Among the duties and assignments by the Courts in Ohio, Ms. Lopez was the Chief Examiner and Chief Special Deputy Rehabilitator for three (3) financially impaired MEWAs in the state, and she was responsible for working with the State's Attorney General's Office to collect the members' assessment.
- DFL Group has previously provided consulting services to Concord Management Resources ("CMR") for their consulting service expansion activities in Minnesota, Tennessee and Texas. These consulting services began on or about January 1, 2018 and concluded December 31, 2020. At no time was I contracted by CMR to provide any consulting services for APEMT.

2 | Page

Letter to Brian W. Hofmeister, Esq.

Description of Proposed Services

1. Assist the Trustee in any duties assigned;
2. Identify documents to review and analyze for the management and operation of APEMT;
3. Review APEMT Board Meeting recordings and minutes;
4. Review the APEMT's Finance and Audit Committee meeting minutes;
5. Review vendor contracts and Board oversight;
6. Review NJDOBI examination reports and communications with APEMT Board of Directors and/or designee;
7. Review Department of Labor ("DOL") communications and reports for the past three (3) years;
8. Assist the assigned Actuary with the collection of necessary documentation for their review and analysis;
9. Review the request for proposal documentation to support the transfer of third party administration ("TPA") services from Cigna to Aetna;
10. Review recommendations to the Board of Directors from APEMT's contracted General Counsel;
11. Review and analyze all communications with contracted Members and enrollees;
12. Review and analyze Member enrollment contracts with APEMT;
13. Review all Board of Director and/or designee communications with State and Federal regulation agencies; and
14. Review the Board of Director's marketing and expansion plan, including acquisition costs with Brokers and Agents.

Proposed Fees

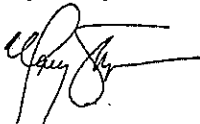
DFL Group ("DFL") proposes a fix fee amount of \$2,500 per month with an hourly rate of \$100 per hour, representing twenty-five (25) hours per month. All pre-approved travel and business expenses will be reimbursed by APEMT. Enclosure 2 is a detailed worksheet that will be submitted monthly to the Trustee which identifies the hours worked and the hours billed each month. All fees and expenses will be billed on a monthly basis and payable within ten (10) business days.

Term

The Trustee and DFL Group have agreed the initial contract term to be four (4) months beginning November 1, 2021.

Please advise if additional information is needed.

Very Truly Yours,

A handwritten signature in black ink, appearing to be "Allyson J. [unclear]", written over a horizontal line.

Mary Jo Lopez

P.O. Box 6
Oceanport, New Jersey 07757
908.433.2222 dfgroup@comcast.net

Professional Objective

As a semi-retired business consultant and “C” suite executive, Ms. Lopez seeks a position to provide interim leadership services for a business entity requiring an experienced professional familiar with Federal and State regulatory requirements and who highly values enterprise risk management and compliance, healthcare policies and procedures, process engineering and project management.

Career Overview

Ms. Lopez has more than thirty-seven (37) years of experience serving the insurance and healthcare industries. She has “C-Suite” experience in hospital administration; extensive provider contracting responsibilities for various organizations; and direct responsibilities for overseeing insurance operations for life, health and property & casualty companies throughout the United States. Among her numerous positions, Ms. Lopez served as Chief of Staff for a tertiary hospital; employed as a Senior Director for a national consulting firm; and Court appointed Examiner and/or Chief Deputy Rehabilitator for a number of financially impaired insurance companies placed in supervision or rehabilitation throughout the United States.

Ms. Lopez initially began her career in education and served the school district of Ocean Township for thirteen (13) years as a teacher, coach and administrator. Currently, she has accepted appointments by Columbia University School of Professional Studies to serve as an Associate Instructor for the Enterprise Risk Management Program.

Professional Experience

- Provided consulting services for a Federally Qualified Health Center located in Newark, New Jersey.
- Serving Columbia University as an Associate Instructor in the Enterprise Risk Management Program of the School of Professional Studies, assisting the Professor for “External Stakeholder Requirements”.
- Completed a Compliance Audit, for a multiple employer welfare arrangement (“MEWA”) for the agriculture community in the mid-west.
- Provided consulting services for a major health care insurance corporation serving residents in the states of Illinois, Montana, New Mexico, Oklahoma and Texas. Consulting services were provided for the Contract Administration business teams responsible for product filing with state and federal regulators. Ms. Lopez also provided compliance requirements for Federal Regulations for Section 1557 Non-Discrimination for ACA and the Mental Health Parity and Addiction Equity Act.
- Assisted in the assessment of the Contract Administration organization/infrastructure and provided recommendations for staffing, organizational structure and processes to improve team performance.
- Assisted in the preparation of applications for Medicare Managed Care Institutional Special Needs programs (“I-SNPs”) in Illinois, New Jersey and New York.
- Prepared and submitted a Certificate of Authority (“COA”) application to the Texas Department of Insurance for the licensing of a Multiple Employer Welfare Arrangement (“MEWA”). The *Initial* Certificate of Authority was issued in April 2018.

- Assisted in the preparation of applications for Medicare Managed Care Institutional Special Needs Programs ("ISNP") licensed in Illinois, New Jersey and New York.
- Provided consulting services for Cigna, a global health service company. Her assignment had included the review of operational processes for a new affiliate and draft policies and procedures to support compliance requirements for Federal and State regulations.
- Served as the Chief of Staff and Executive Director for a tertiary hospital in New Jersey responsible for special projects assigned by the Board of Directors and CEO. In addition to special projects, she monitored and authorized payments to Rutgers University Medical School in accordance with the clinical service and GME agreements; project manager for the installation of a 36 bed Observation Unit; consulted with the Chief Financial Officer regarding the hospital's managed care strategy; and was responsible for all support service activities for the hospital's Board of Directors.
- Served as a contracted consultant for PricewaterhouseCoopers, LLC and provided detailed claim analysis and support services to outside Legal counsel in preparing a defense for a property and casualty case.
- Served as a Director in the Insurance Advisory Services group for Alvarez & Marsal Holdings, LLC ("A&M"). She was engaged in various assignments that included risk assessment activities for programs such as the Texas Windstorm program; a Federal Housing insurance agency; and a systemically important financial institution ("SIFI") review for a Fortune 100 Company.
- Served as a Director for business development for the State of Delaware, Department of Insurance. In this role, she was responsible for the growth of the Delaware captive domicile which is now recognized as one of the top ten (10) captive insurance domiciles in the world. Ms. Lopez served as an advisor to businesses when submitting applications to license a captive insurance company. Ms. Lopez also served on special projects for the Commissioner that included: legislative changes to Delaware insurance law that allows a mutual company to convert to a stock company (de-mutualization) and the adoption of certain provisions of the NAIC Insurance Receivership Model Act.
- Served as a Director with RSM (formerly RSM McGladrey), a partner-owned provider of assurance, tax and consulting services which focuses on middle market US companies. With RSM she was assigned responsibilities to supervise the run-off of Kemper Insurance; she served as a special examiner evaluating the California State Compensation Insurance Fund ("SCIF"); and participated in a claims administration Market Conduct Examination in Connecticut.
- Served as a Director with Navigant Consulting, a global professional service firm and was on assignment for three (3) years at the State of New York Liquidation Bureau ("NYLB"). There she served as a project manager to assist NYLB staff in the collection of reinsurance receivables for property and casualty and workers' compensation claims.
- Served a number of Insurance Commissioners as a court appointed examiner and/or chief special deputy for a financially impaired insurance company placed under the authority of the Commissioner's Office. With these assignments Ms. Lopez had full responsibility for the marshalling of assets, directing all business operations, supervising claims evaluation, reinsurance settlements and collections, and identifying distributions for creditors.
- The following is a summary of Ms. Lopez's experience as a court appointed examiner and/or special deputy rehabilitator for specified *Departments of Insurance*:

California

Special Examiner for California State Compensation Insurance Fund ("SCIF").

Connecticut

Special Examiner and Project Manager for a Market Conduct Examination for a medical claims audit for a national health insurance company that had an excessive number of consumer complaints.

District of Columbia

Special Examiner and Deputy Rehabilitator for American Preferred Provider Plan (Medicaid HMO) and supervised the run-off of the company and sale of the Medicaid enrollment. Additionally served as the lead Examiner for the Commissioner's Office completed operations review of five (5) Medicaid HMOs programs licensed in the district.

Illinois

Special Examiner for the Supervision of (i) Kemper Insurance Companies; (ii) American Healthcare Providers Plan (Medicaid & Medicare HMO); and (iii) Gallant and Warrior Insurance Companies (non-standard Automobile).

New Jersey

Special Examiner for Affiliated Physicians Multiple Employer Trust (MEWA), American Preferred Provider Plan (Medicaid HMO), Associations Master Trust (MEWA), HealthPlex of New Jersey (Dental PPO), The Robert Plan Property & Casualty Company and Ukrainian National Association.

New York

Special Examiner and Project Manager for (i) Midland Insurance Company in Liquidation, Union Insurance Company in Liquidation; New York Property & Casualty Guaranty Fund and New York Workers Compensation Fund.

Ohio

Special Examiner & Chief Deputy Rehabilitator for Three (3) Multiple Employer Welfare Associations; Total Health Care Plan (Medicaid HMO); and Renaissance Health Plan (Medicaid HMO).

Project Manager and Special Examiner for the review of the following Ohio insurance companies: (i) CIGNA Health and Life Insurance HMO program; (ii) Colonial Life; (iii) Family Health Plan; (iv) Hometown Health Plan; (v) Mt. Carmel Health Plan; (vii) Ohio Health Plan; (viii) Paramount Health Plan; and (ix) Summa Care Health Plan.

Rhode Island

Chief Deputy Rehabilitator for Pawtucket Mutual Insurance Company and Narragansett Bay Insurance Companies

Other Professional Experience

- As a Senior Director for Columbia University and Cornell Medical College Medical Faculty Practices, Ms. Lopez introduced managed care business strategies to the medical community to help them protect indemnity and managed care market share for their commercial and government patients. In addition, Ms. Lopez had responsibility to negotiate managed care contracts with national healthcare carriers and ensure that the 1,600 physicians were credentialed with the contracted payors. Ms. Lopez was employed by Columbia Cornell Care, a joint venture of the two medical schools.

- As a Director for the Saint Barnabas Hospital System in New Jersey, Ms. Lopez was responsible for third party contracting for the ten (10) member hospital system and served on a task force to investigate the business opportunity to contract with HCFA for a Medicare Demonstration program. Additionally, she assisted the Chief Financial Officer in the re-engineering of patient registration services to improve revenue for two (2) tertiary hospitals in the Barnabas system.
- For Blue Cross and Blue Shield of New Jersey ("BCBS"), Ms. Lopez served as a Director for provider network contracting and worked with senior management in the product development activities for Medicaid, Medicare and Worker's Compensation managed care programs. For the BCBS joint venture with Mercy Health Plan, Ms. Lopez and her staff were responsible for contracting with hospitals, physicians and other medical providers to satisfy certificate of authority requirements for the twenty-one counties in New Jersey.
- Ms. Lopez served as a consultant for a number of start-up homecare companies in Arkansas, Minnesota, and New Jersey for NurseFinders. She was also responsible for the business development activities that formed TransWorld Nurses, a national home care service company.
- For five (5) years Ms. Lopez served the Township of Ocean School District in Monmouth County as the Director of Research and Evaluation. During her tenure she was responsible for the funding applications and certifications required for Federal and State programs, such as Title I and other programs deemed necessary by the Superintendent and Board. Ms. Lopez was also responsible for documenting the school district's policies and procedures.
- Prior to her school administration position, Ms. Lopez taught eight years in Ocean's junior high and high school programs. In addition to her teaching and administrative duties, she served on numerous committees for girls' sports on a county, state and national level. Ms. Lopez promoted girls sports by serving on various committees for the New Jersey States Interscholastic Athletic Association ("NJSIAA"). On behalf of NJSIAA, Ms. Lopez served for five (5) years as the first state director for Girls' Cross Country and Girls' Track and Field championship programs. In conjunction with Monmouth University, formerly Monmouth College, Ms. Lopez helped organize a summer basketball league & holiday tournament for high school girls.
- For the thirteen (13) years Ms. Lopez served the Township of Ocean School District she received many honors from various county and state organizations such as NJSIAA for her contributions and leadership for girls' athletics. In 1976 she was nominated by NJSIAA to the US Olympic Committee to serve as a chaperone for the US women's track and field team at the 1976 Olympics.

Other Professional Positions

DFL Group, Inc.	President
Columbia University School of Professional Studies	Associate Instructor
Comcon, Inc., a Government Contractor	Manager, Administration Services
Matlen Silver Group, a Technology Staffing Company	Managing Director
Continental Insurance	Program Manager / Senior Analyst
Equitable Life Assurance	Life & Health Insurance Agent
Township of Ocean School District	Director of Research and Evaluation
Township of Ocean School District	Teacher and Coach

Speaking Engagements

Ms. Lopez has been a speaker at Captive Insurance Companies Association (“CICA”); Delaware Bankers Association; Turks and Caicos Department of Insurance; Healthcare Financial Management Association (“HFMA”); Medical Group Management Association (“MGMA”); New England Society for Financial Examiners; International Association of Insurance Receivers (“IAIR”), and the Society of Financial Service Professionals.

Education

Ithaca College, Ithaca, New York

Bachelor of Science, Magna Cum Laude

Monmouth University, West Long Branch, New Jersey

Master of Science, Summa Cum Laude

Professional Affiliations *(Prior to Retirement)*

Association of Professional Insurance Women (“APIW”)

Member International Association of Insurance Receivers (“IAIR”)

Member Delaware Captive Insurance Association (“DCIA”) and Served on the Board of Directors

Member Captive Insurance Companies Association (“CICA”)

National Association of Insurance Commissioners (“NAIC”)

Prior Names

Mary Jo Juliano 1946 – 1968

Mary Jo Blair 1968 – 1992

Mary Jo Lopez 1992 – Present

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

LAW FIRM OF BRIAN W. HOFMEISTER, LLC

By: Brian W. Hofmeister, Esq.

3131 Princeton Pike

Building 5, Suite 110

Lawrenceville, New Jersey 08648

609-890-1500

609-890-6961 - fax

bwh@hofmeisterfirm.com

Brian W. Hofmeister, SubChapter V Trustee

In Re:

AFFILIATED PHYSICIANS AND EMPLOYERS
MASTER TRUST

Case No.: 21-14286

Chapter: 11

Judge: MBK

ORDER AUTHORIZING RETENTION OF

THE DFL GROUP

The relief set forth on the following page is **ORDERED**.

Upon the applicant's request for authorization to retain The DFL Group
as consultants, it is hereby ORDERED:

1. The applicant is authorized to retain the above party in the professional capacity noted.
The professional's address is: PO Box 6
Oceanport, New Jersey 07757

2. Compensation will be paid in such amounts as may be allowed by the Court on proper application(s).
3. If the professional requested a waiver as noted below, it is Granted Denied.
 Waiver, under D.N.J. LBR 2014-2(b), of the requirements of D.N.J. LBR 2016-1.
 Waiver, under D.N.J. LBR 2014-3, of the requirements of D.N.J. LBR 2016-1 in a chapter 13 case. Payment to the professional may only be made after satisfactory completion of services.
4. The effective date of retention is the date the application was filed with the Court.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

LAW FIRM OF BRIAN W. HOFMEISTER, LLC

By: Brian W. Hofmeister, Esq.

3131 Princeton Pike, Bldg. 5, Suite 110

Princeton, New Jersey 08648

(609) 890-1500

(609) 890-6961 - fax

bwh@hofmeisterfirm.com

Attorneys for Barry W. Frost, Chapter 7 Trustee

In Re:

AFFILIATED PHYSICIANS AND EMPLOYERS
MASTER TRUST

Case No.: 21-14286

Chapter 11

Judge: MBK

CERTIFICATE OF SERVICE

1. I, ARLENE M. WILSON:

■ am the paralegal for Law Office of Brian W. Hofmeister, LLC, who represents Brian W. Hofmeister, SubChapter V Trustee in the above captioned matter.

2. On November 2, 2021, I sent a copy of the following pleadings and/or documents to the parties listed in the chart below: Application for Retention of The DFL Group as consultants to the SubChapter V Trustee; Certification in support of Application; and proposed form of Order.

3. I hereby certify under penalty of perjury that the above documents were sent using the mode of service indicated.

Dated: November 2, 2021

/s/Arlene M. Wilson

Arlene M. Wilson

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
United States Trustee's Office One Newark Center Suite 2100 Newark, NJ 07102	Interested Party	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (as authorized by the court or by rule. Cite the rule if applicable.)
Donald W Clarke, Esq. Genova Burns LLC 110 Allen Road Ste 304 Basking Ridge, NJ 07920	Attorney for Debtor	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (as authorized by the court or by rule. Cite the rule if applicable.)
Affiliated Physicians and Employers Master Trust 80 Cottontail Lane Suite 204 Somerset, NJ 08873	Debtor	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (as authorized by the court or by rule. Cite the rule if applicable.)

EXHIBIT G



Order Filed on December 10, 2021
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

LAW FIRM OF BRIAN W. HOFMEISTER, LLC

By: Brian W. Hofmeister, Esq.

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609-890-1500

609-890-6961 - fax

bwh@hofmeisterfirm.com

Brian W. Hofmeister, SubChapter V Trustee

In Re:

AFFILIATED PHYSICIANS AND EMPLOYERS
MASTER TRUST

Case No.: 21-14286

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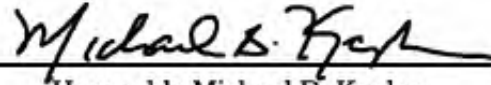
Judge: MBK

ORDER AUTHORIZING RETENTION OF

THE DFL GROUP

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DATED: December 10, 2021


Honorable Michael B. Kaplan
United States Bankruptcy Judge

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as consultants, it is hereby ORDERED:

1. The applicant is authorized to retain the above party in the professional capacity noted.
The professional's address is: PO Box 6
Oceanport, New Jersey 07757

2. Compensation will be paid in such amounts as may be allowed by the Court on proper application(s).
3. If the professional requested a waiver as noted below, it is Granted Denied.
 Waiver, under D.N.J. LBR 2014-2(b), of the requirements of D.N.J. LBR 2016-1.
 Waiver, under D.N.J. LBR 2014-3, of the requirements of D.N.J. LBR 2016-1 in a chapter 13 case. Payment to the professional may only be made after satisfactory completion of services.
4. The effective date of retention is the date the application was filed with the Court.

EXHIBIT H

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY <hr/> Caption in Compliance with D.N.J. LBR 9004-1(b)
In Re:

Case No.: _____
Judge: _____
Chapter: _____

APPLICATION FOR RETENTION OF PROFESSIONAL

- The applicant, _____, is the (check all that apply):
 - Trustee: Chap. 7 Chap. 11 Chap. 13.
 - Debtor: Chap. 11 Chap. 13
 - Official Committee of _____

- The applicant seeks to retain the following professional _____ to serve as (check all that apply):
 - Attorney for: Trustee Debtor-in-Possession
 - Official Committee of _____
 - Accountant for: Trustee Debtor-in-possession
 - Official Committee of _____

Other Professional:

Realtor

Appraiser

Special Counsel

Auctioneer

Other (specify): _____

3. The employment of the professional is necessary because:

4. The professional has been selected because:

5. The professional services to be rendered are as follows:

6. The proposed arrangement for compensation is as follows:

7. To the best of the applicant's knowledge, the professional's connection with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

None

Describe connection: _____

8. To the best of the applicant's knowledge, the professional (check all that apply):

- does not hold an adverse interest to the estate.
- does not represent an adverse interest to the estate.
- is a disinterested person under 11 U.S.C. § 101(14).
- does not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which he/she will be retained under 11 U.S.C. § 327(e).
- Other; explain: _____

9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: _____

The applicant respectfully requests authorization to employ the professional to render services in accordance with this application, with compensation to be paid as an administrative expense in such amounts as the Court may determine and allow.

Date: _____

Signature of Applicant

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(B)

GENOVA BURNS LLC
110 Allen Road, Suite 304
Basking Ridge, NJ 07920
(973) 467-2700
Counsel for Debtor
DANIEL M. STOLZ, ESQ.
DONALD W. CLARKE, ESQ.

In Re:
Affiliated Physicians and Employers Master Trust
d/b/a Member Health Plan NJ,

Debtor-in-Possession.

Case No.: 21-14286

Judge: MBK

Chapter: 11

**CERTIFICATION OF PROFESSIONAL IN SUPPORT OF
APPLICATION FOR RETENTION OF PROFESSIONAL**

I, Arthur Grossman, Esq., being of full age, certify as follows:

1. I am seeking authorization to be retained as Special Counsel.
2. My professional credentials include: I am an attorney at law in the State of New Jersey practicing for over fifty-three years.
3. I am a member of or associated with the firm of: Mandelbaum Barrett PC, 3 Becker Farm Road, Suite 105, Roseland, NJ 07068.
4. The proposed arrangement for compensation, including hourly rates, if applicable, is as follows See attached Engagement Letter.

Pursuant to D.N.J. LBR 2014-3, I request a waiver of the requirements of D.N.J. LBR 2016-1.

5. To the best of my knowledge, after reasonable and diligent investigation, my connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

None

Describe connection: I have previously worked with Debtor's
counsel in the past on unrelated matters.

6. To the best of my knowledge, after reasonable and diligent investigation, the connection of my firm, its members, shareholders, partners, associates, officers and/or employees with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

None

Describe Connection: I have previously worked with Debtor's
counsel in the past on unrelated matters.

7. To the best of my knowledge, my firm, its members, shareholders, partners, associates, officers and/or employees and I (check all that apply):

do not hold an adverse interest to the estate.

do not represent an adverse interest to the estate.

are disinterested under 11 U.S.C. § 101(14).

do not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which I will be retained under 11 U.S.C. § 327(e).

Other. Explain: _____

8. If the professional is an auctioneer,

The following are my qualifications and experience with the liquidation or sale of similar property: N/A

b. The proposed method of calculation of my compensation, including rates and formulas, is: _____

Pursuant to D.N.J. 2014-2, I do or do not request a waiver of the requirements of D. N. J. LBR 2016-1.

c. The following is an estimate of all costs and expenses, including labor, security, advertising, delivery, mailing, and insurance, for which I will seek reimbursement from the sale proceeds: _____

d. Have you, or a principal of your firm, been convicted of a criminal offense?

No Yes (explain below)

e. I certify that a surety bond as described in D. N. J. LBR 2014-2(a)(6) is in effect and will remain so through the date of turnover of the auction proceeds.

9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: N/A

I certify under penalty of perjury that the above information is true.

Date: 1/18/22

/s/Arthur D. Grossman

Signature of Professional

rev.8/1/15



Arthur D. Grossman, Esq.
3 Becker Farm Road, Suite 105
Roseland, New Jersey 07068
agrossman@mblawfirm.com
T: 973-243-7925
F: 973-325-7464

January 15, 2022

Mr. Lawrence Downs, Chairman
Affiliated Physicians and Employers Master Trust
80 Cottontail Lane, Suite 204
Somerset, NJ 08873

**RE: Claim—PartnerRE American Insurance Company
In Re Affiliated Physicians and Employers Master Trust, d/b/a Member Health Plan
NJ
United States Bankruptcy Court- District of New Jersey
Case No. 21-14286**

Dear Mr. Downs:

This will confirm our agreement in which we will be representing Affiliated Physicians and Employers Master Trust (“Affiliated”) in connection with the above matter.

Our firm will be compensated for our services at our usual hourly rates plus disbursements. I will be responsible for this matter together with my partner Brian Block and with one or more of my partners/associates. My hourly rate is \$600 and Brian’s hourly rate is \$500. The hourly rates for other attorneys range from \$350 to \$600.

We will also bill you for all costs and disbursements incurred in this matter. Some of the expenses may be substantial, such as expert fees, deposition transcripts, search fees, etc.; we expect that you will pay these types of expenses directly.

Obviously, we cannot predict or guarantee what the final bill will be in this matter; that will depend on the amount of time spent on the matter and whether it is ultimately resolved. We will bill you on a monthly basis for all of our services. Our monthly bills are quite detailed and indicate the person performing the service, what services were performed and how long it took to perform those services. We expect to be paid within 30 days or as such other time as the Court may determine. If we do not receive payment in a timely fashion, we reserve the right to withdraw from representation in the matter; obviously, we do not expect this to happen here.

We will keep you advised as to the progress of your matter, respond to your telephone calls and inquiries as quickly as reasonably possible, make all legally viable and reasonable claims on your



behalf and represent you diligently. You will remain in contact with us, respond to our telephone calls and communications as quickly as reasonably possible and provide us with complete and accurate information regarding your matter. You understand that you may be called upon to do various things during your matter, such as meeting with us, answering our questions, providing documents and doing such other things as are reasonably necessary and required to handle your matter. You agree to cooperate with us and do all of these things.

If your organization is a covered entity under the Health Insurance Portability and Accountability Act (“HIPAA”), and if this firm obtains protected health information (“PHI”) from your organization in connection with our legal representation, then, in that event, our firm will provide you with our standard Business Associate Agreement.

If all of this is acceptable to you, please sign and date and return a copy of this letter. We look forward to working with you on this matter.

Very truly yours,

/s/Arthur D. Grossman
ARTHUR D. GROSSMAN

ADG:at

I understand, accept and agree to the foregoing terms.

Affiliated Physicians and Employers Masters Trust

By: Lawrence Downs



UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

In Re:

Case No.: _____

Chapter: _____

Judge: _____

ORDER AUTHORIZING RETENTION OF

The relief set forth on the following page is **ORDERED**.

Upon the applicant's request for authorization to retain _____
as _____, it is hereby ORDERED:

1. The applicant is authorized to retain the above party in the professional capacity noted.
The professional's address is: _____

2. Compensation will be paid in such amounts as may be allowed by the Court on proper application(s).
3. If the professional requested a waiver as noted below, it is Granted Denied.
 Waiver, under D.N.J. LBR 2014-2(b), of the requirements of D.N.J. LBR 2016-1.
 Waiver, under D.N.J. LBR 2014-3, of the requirements of D.N.J. LBR 2016-1 in a chapter 13 case. Payment to the professional may only be made after satisfactory completion of services.
4. The effective date of retention is the date the application was filed with the Court.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

In Re:

Case No.: _____

Chapter: _____

Adv. No.: _____

Hearing Date: _____

Judge: _____

CERTIFICATION OF SERVICE

1. I, _____ :

represent _____ in the this matter.

am the secretary/paralegal for _____, who represents
_____ in the this matter.

am the _____ in the this case and am representing myself.

2. On _____, I sent a copy of the following pleadings and/or documents
to the parties listed in the chart below.

3. I certify under penalty of perjury that the above documents were sent using the mode of service
indicated.

Date: _____

Signature

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)

* May account for service by fax or other means as authorized by the court through the issuance of an Order Shortening Time.

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
Jeremiah J. Vandermark, Esq. VEDDER PRICE P.C. 1633 Broadway, 31st Floor New York, New York 10019 jvandermark@vedderprice.com	Counsel for Meeker Sharkey & Hurley	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other <u>email</u> (As authorized by the Court or by rule. Cite the rule if applicable.)
Scott J. Freedman, Esq. Dilworth Paxson LLP 457 Haddonfield Road, Suite 700 Cherry Hill, New Jersey 08002 sfreedman@dilworthlaw.com	Counsel for State of New Jersey, Dept. of Banking and Insurance	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other <u>email</u> (As authorized by the Court or by rule. Cite the rule if applicable.)
GIBBONS P.C. E. Evans Wohlforth, Esq. Debra A. Clifford, Esq. Brett S. Theisen, Esq. One Gateway Center Newark, New Jersey 07102 Tel: (973) 596-4500 E-mail: ewohlforth@gibbonslaw.com ⁺	Counsel to QualCare, Inc.	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
Melinda D. Middlebrooks, Esq. MIDDLEBROOKS SHAPIRO, P.C. 841 Mountain Avenue, First Floor Springfield, New Jersey 07081 Tel: (973) 218-6877 E-mail: middlebrooks@middlebrooksshapiro.com ⁺	Counsel for Nissenbaum Law Group, LLC and Gary D. Nissenbaum, Esq.	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
Kristen Ottomanelli, Esq. Celentano Stadtmauer Walentowicz LLP 1035 Route 46 East, Suite 208 Clifton, NJ 07015 Tel: (973) 778-1771 E-mail: kottomanelli@csandw-llp.com ⁺	Counsel for Bayshore Medical Center	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
Sam Della Fera, Jr., Esq. Chiesa Shahinian & Giantomasi PC One Boland Drive West Orange, NJ 07052 Tel: (973) 325-1500 Email: sdellafera@csglaw.com	Counsel for East Coast Associates, Inc.	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)

EXHIBIT I

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

GENOVA BURNS LLC
110 Allen Road, Suite 304
Basking Ridge, NJ 07920
(973) 467-3700
Counsel for Debtor
DANIEL M. STOLZ, ESQ.
DONALD W. CLARKE, ESQ.

In Re:

Affiliated Physicians and Employers Master Trust
d/b/a Member Health Plan NJ,

Debtor-in-Possession



Order Filed on February 10, 2022
by Clerk
U.S. Bankruptcy Court
District of New Jersey

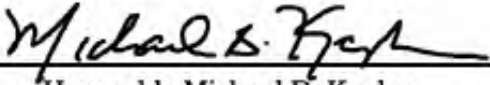
Case No.: 21-14286
Chapter: 11
Judge: MBK

ORDER AUTHORIZING RETENTION OF

MANDELBAUM BARRETT PC

The relief set forth on the following page is **ORDERED**.

DATED: February 10, 2022



Honorable Michael B. Kaplan
United States Bankruptcy Judge

Upon the applicant's request for authorization to retain Mandelbaum Barrett PC
as Special Counsel, it is hereby ORDERED:

1. The applicant is authorized to retain the above party in the professional capacity noted.
The professional's address is: 3 Becker Farm Road, Suite 105
Roseland, NJ 07068

2. Compensation will be paid in such amounts as may be allowed by the Court on proper application(s).
3. If the professional requested a waiver as noted below, it is Granted Denied.
 Waiver, under D.N.J. LBR 2014-2(b), of the requirements of D.N.J. LBR 2016-1.
 Waiver, under D.N.J. LBR 2014-3, of the requirements of D.N.J. LBR 2016-1 in a chapter 13 case. Payment to the professional may only be made after satisfactory completion of services.
4. The effective date of retention is the date the application was filed with the Court.
5. SM LAW PC shall be paid from the proceeds of collections without further order of this Court.

EXHIBIT J

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
<hr/> Caption in Compliance with D.N.J. LBR 9004-1(b)	
Empty space for caption	
In Re:	Case No.: _____ Judge: _____ Chapter: _____

APPLICATION FOR RETENTION OF PROFESSIONAL

1. The applicant, _____, is the (check all that apply):

- Trustee: Chap. 7 Chap. 11 Chap. 13.
 Debtor: Chap. 11 Chap. 13
 Official Committee of _____

2. The applicant seeks to retain the following professional _____ to serve as (check all that apply):

- Attorney for: Trustee Debtor-in-Possession
 Official Committee of _____
 Accountant for: Trustee Debtor-in-possession
 Official Committee of _____

Other Professional:

Realtor

Appraiser

Special Counsel

Auctioneer

Other (specify): _____

3. The employment of the professional is necessary because:

4. The professional has been selected because:

5. The professional services to be rendered are as follows:

6. The proposed arrangement for compensation is as follows:

7. To the best of the applicant's knowledge, the professional's connection with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

None

Describe connection: _____

8. To the best of the applicant's knowledge, the professional (check all that apply):

- does not hold an adverse interest to the estate.
- does not represent an adverse interest to the estate.
- is a disinterested person under 11 U.S.C. § 101(14).
- does not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which he/she will be retained under 11 U.S.C. § 327(e).
- Other; explain: _____

9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: _____

The applicant respectfully requests authorization to employ the professional to render services in accordance with this application, with compensation to be paid as an administrative expense in such amounts as the Court may determine and allow.

Date: _____

Signature of Applicant

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(B)

GENOVA BURNS LLC
110 Allen Road, Suite 304
Basking Ridge, NJ 07920
(973) 467-2700
Counsel for Debtor
DANIEL M. STOLZ, ESQ.
DONALD W. CLARKE, ESQ.

In Re:
Affiliated Physicians and Employers Master Trust
d/b/a Member Health Plan NJ,

Debtor-in-Possession

Case No.: 21-14286

Judge: MBK

Chapter: 11

**CERTIFICATION OF PROFESSIONAL IN SUPPORT OF
APPLICATION FOR RETENTION OF PROFESSIONAL**

I, Steven Mitnick, Esq., being of full age, certify as follows:

1. I am seeking authorization to be retained as Special Collections Counsel
2. My professional credentials include: I am an attorney at law in the State of New Jersey practicing for over thirty-five years.
3. I am a member of or associated with the firm of: SM Law PC, PO Box 530, 49 Old Turnpike Road Oldwick NJ 08858.
4. The proposed arrangement for compensation, including hourly rates, if applicable, is as follows: See attached Engagement Letter. SM LAW PC shall be paid from the proceeds of collections without further order of this Court.

Pursuant to D.N.J. LBR 2014-3, I request a waiver of the requirements of D.N.J. LBR 2016-1.

5. To the best of my knowledge, after reasonable and diligent investigation, my connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

None

Describe connection: The professional has previously worked with Debtor's
counsel unrelated to this case.

6. To the best of my knowledge, after reasonable and diligent investigation, the connection of my firm, its members, shareholders, partners, associates, officers and/or employees with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

None

Describe Connection: The professional has previously worked with Debtor's
counsel unrelated to this case.

7. To the best of my knowledge, my firm, its members, shareholders, partners, associates, officers and/or employees and I (check all that apply):

do not hold an adverse interest to the estate.

do not represent an adverse interest to the estate.

are disinterested under 11 U.S.C. § 101(14).

do not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which I will be retained under 11 U.S.C. § 327(c).

Other. Explain: _____

8. If the professional is an auctioneer,

The following are my qualifications and experience with the liquidation or sale of similar property: N/A

b. The proposed method of calculation of my compensation, including rates and formulas, is: _____

Pursuant to D.N.J. 2014-2, I do or do not request a waiver of the requirements of D. N. J. LBR 2016-1.

c. The following is an estimate of all costs and expenses, including labor, security, advertising, delivery, mailing, and insurance, for which I will seek reimbursement from the sale proceeds: _____

d. Have you, or a principal of your firm, been convicted of a criminal offense?

No Yes (explain below)

e. I certify that a surety bond as described in D. N. J. LBR 2014-2(a)(6) is in effect and will remain so through the date of turnover of the auction proceeds.

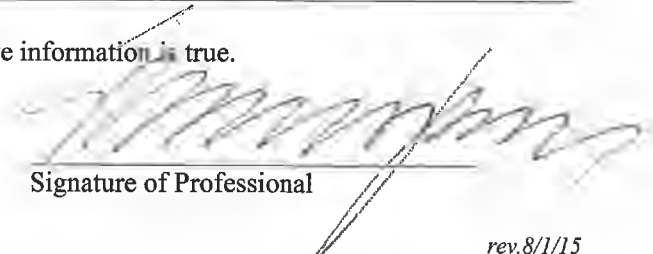
9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: N/A

I certify under penalty of perjury that the above information is true.

Date:

1/3/22

Signature of Professional



rev.8/1/15



SM LAW, PC

Steven J. Mitnick, Attorney at Law ▪ smitnick@sm-lawpc.com
Marc D. Miceli, Of counsel ▪ mmiceli@sm-lawpc.com
P.O. Box 530 ▪ 49 Old Turnpike Road ▪ Oldwick, NJ 08858
P: 908.572.7275 ▪ F: 908.572-7271
sm-lawpc.com

December 13, 2021

Daniel M. Stolz, Esq.
Genova Burns LLC
110 Allen Road, Suite 304
Basking Ridge, NJ 07920

RE: Affiliated Physicians and Employers Master Trust d/b/a Members Health Plan NJ
Collection of Account Receivables

Dear Mr. Stolz,

This letter will confirm our agreement regarding our firm's collection of the remaining account receivables of Affiliated Physicians and Employers Master Trust d/b/a Members Health Plan NJ.

Our office will initially send a series of demand letters and if payment is received, we will retain 10% of any sums collected. If no payment is received, litigation will be instituted, and we will retain 20% of any sums collected within thirty days of filing suit, plus costs and disbursements. After that time, we will retain 30% of any sums collected, plus costs and disbursements through trial.

With best wishes,


STEVEN MITNICK, ESQ.

SM/sb

Lawrence Downs, Chairman

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

In Re:

Case No.: _____

Chapter: _____

Judge: _____

ORDER AUTHORIZING RETENTION OF

The relief set forth on the following page is **ORDERED**.

Upon the applicant's request for authorization to retain _____
as _____, it is hereby ORDERED:

1. The applicant is authorized to retain the above party in the professional capacity noted.
The professional's address is: _____

2. Compensation will be paid in such amounts as may be allowed by the Court on proper application(s).
3. If the professional requested a waiver as noted below, it is Granted Denied.
 Waiver, under D.N.J. LBR 2014-2(b), of the requirements of D.N.J. LBR 2016-1.
 Waiver, under D.N.J. LBR 2014-3, of the requirements of D.N.J. LBR 2016-1 in a chapter 13 case. Payment to the professional may only be made after satisfactory completion of services.
4. The effective date of retention is the date the application was filed with the Court.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

In Re:

Case No.: _____

Chapter: _____

Adv. No.: _____

Hearing Date: _____

Judge: _____

CERTIFICATION OF SERVICE

1. I, _____ :

represent _____ in the this matter.

am the secretary/paralegal for _____, who represents
_____ in the this matter.

am the _____ in the this case and am representing myself.

2. On _____, I sent a copy of the following pleadings and/or documents
to the parties listed in the chart below.

3. I certify under penalty of perjury that the above documents were sent using the mode of service
indicated.

Date: _____

Signature

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)

* May account for service by fax or other means as authorized by the court through the issuance of an Order Shortening Time.

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
Jeremiah J. Vandermark, Esq. VEDDER PRICE P.C. 1633 Broadway, 31st Floor New York, New York 10019 jvandermark@vedderprice.com	Counsel for Meeker Sharkey & Hurley	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other <u>email</u> (As authorized by the Court or by rule. Cite the rule if applicable.)
Scott J. Freedman, Esq. Dilworth Paxson LLP 457 Haddonfield Road, Suite 700 Cherry Hill, New Jersey 08002 sfreedman@dilworthlaw.com	Counsel for State of New Jersey, Dept. of Banking and Insurance	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other <u>email</u> (As authorized by the Court or by rule. Cite the rule if applicable.)
GIBBONS P.C. E. Evans Wohlforth, Esq. Debra A. Clifford, Esq. Brett S. Theisen, Esq. One Gateway Center Newark, New Jersey 07102 Tel: (973) 596-4500 E-mail: ewohlforth@gibbonslaw.com	Counsel to QualCare, Inc.	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
Melinda D. Middlebrooks, Esq. MIDDLEBROOKS SHAPIRO, P.C. 841 Mountain Avenue, First Floor Springfield, New Jersey 07081 Tel: (973) 218-6877 E-mail: middlebrooks@middlebrooksshapiro.com	Counsel for Nissenbaum Law Group, LLC and Gary D. Nissenbaum, Esq.	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
Kristen Ottomanelli, Esq. Celentano Stadtmauer Walentowicz LLP 1035 Route 46 East, Suite 208 Clifton, NJ 07015 Tel: (973) 778-1771 E-mail: kottomanelli@csandw-llp.com	Counsel for Bayshore Medical Center	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
Sam Della Fera, Jr., Esq. Chiesa Shahinian & Giantomasi PC One Boland Drive West Orange, NJ 07052 Tel: (973) 325-1500 Email: sdellafera@csglaw.com	Counsel for East Coast Associates, Inc.	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.)

EXHIBIT K

Document

Page 1 of 2

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)



Order Filed on March 17, 2022
by Clerk
U.S. Bankruptcy Court
District of New Jersey

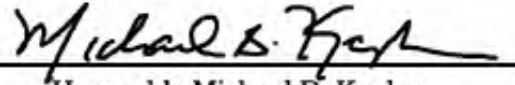
In Re:

Case No.: _____
Chapter: _____
Judge: _____

ORDER AUTHORIZING RETENTION OF

The relief set forth on the following page is **ORDERED**.

DATED: March 17, 2022



Honorable Michael B. Kaplan
United States Bankruptcy Judge

Upon the applicant's request for authorization to retain _____
as _____, it is hereby ORDERED:

1. The applicant is authorized to retain the above party in the professional capacity noted.
The professional's address is: _____

2. Compensation will be paid in such amounts as may be allowed by the Court on proper application(s).
3. If the professional requested a waiver as noted below, it is Granted Denied.
 Waiver, under D.N.J. LBR 2014-2(b), of the requirements of D.N.J. LBR 2016-1.
 Waiver, under D.N.J. LBR 2014-3, of the requirements of D.N.J. LBR 2016-1 in a chapter 13 case. Payment to the professional may only be made after satisfactory completion of services.
4. The effective date of retention is the date the application was filed with the Court.

EXHIBIT L



Order Filed on June 22, 2021
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

GENOVA BURNS LLC
110 Allen Road, Suite 304
Basking Ridge, NJ 07920
(973) 467-2700
Proposed Counsel to Debtor
DANIEL M. STOLZ, ESQ.
DONALD W. CLARKE, ESQ.

In Re:

AFFILIATED PHYSICIANS AND
EMPLOYERS MASTER TRUST d/b/a
MEMBERS HEALTH PLAN, NJ,
Debtor

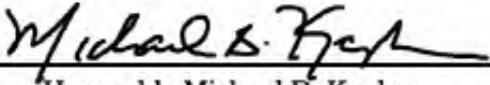
Case No.: 21-14286
Chapter: 11
Judge: Michael B. Kaplan

ORDER AUTHORIZING RETENTION OF

GENOVA BURNS LLC

The relief set forth on the following page is **ORDERED**.

DATED: June 22, 2021



Honorable Michael B. Kaplan
United States Bankruptcy Judge

Upon the applicant's request for authorization to retain Genova Burns LLC
as Counsel to the Debtor, it is hereby ORDERED:

1. The applicant is authorized to retain the above party in the professional capacity noted.
The professional's address is: 110 Allen Road, Suite 304
Basking Ridge, NJ 07920

2. Compensation will be paid in such amounts as may be allowed by the Court on proper application(s).
3. If the professional requested a waiver as noted below, it is Granted Denied.
 Waiver, under D.N.J. LBR 2014-2(b), of the requirements of D.N.J. LBR 2016-1.
 Waiver, under D.N.J. LBR 2014-3, of the requirements of D.N.J. LBR 2016-1 in a chapter 13 case. Payment to the professional may only be made after satisfactory completion of services.
4. The effective date of retention is the date the application was filed with the Court.

EXHIBIT M

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

In Re:

Case No.: _____

Judge: _____

Chapter: _____

APPLICATION FOR RETENTION OF PROFESSIONAL

1. The applicant, _____, is the (check all that apply):

Trustee: Chap. 7 Chap. 11 Chap. 13.

Debtor: Chap. 11 Chap. 13

Official Committee of _____

2. The applicant seeks to retain the following professional _____ to
serve as (check all that apply):

Attorney for: Trustee Debtor-in-Possession

Official Committee of _____

Accountant for: Trustee Debtor-in-possession

Official Committee of _____

Other Professional:

Realtor

Appraiser

Special Counsel

Auctioneer

Other (specify): _____

3. The employment of the professional is necessary because:

4. The professional has been selected because:

5. The professional services to be rendered are as follows:

6. The proposed arrangement for compensation is as follows:

7. To the best of the applicant's knowledge, the professional's connection with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

None

Describe connection: _____

8. To the best of the applicant's knowledge, the professional (check all that apply):

- does not hold an adverse interest to the estate.
- does not represent an adverse interest to the estate.
- is a disinterested person under 11 U.S.C. § 101(14).
- does not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which he/she will be retained under 11 U.S.C. § 327(e).
- Other; explain: _____

9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: _____

The applicant respectfully requests authorization to employ the professional to render services in accordance with this application, with compensation to be paid as an administrative expense in such amounts as the Court may determine and allow.

Date: _____

Signature of Applicant



July 16, 2021

Affiliated Physicians and Employers Master Trust
80 Cottontail Lane
Somerset NJ 08873
Re: Retention in Chapter 11 Case 21

Dear Mr. Downs,

This letter (“Supplement”) confirms Affiliated Physicians and Employers Master Trust’s (“Trust”) engagement of Concord Management Resources LLC (“Concord”) for professional support services concerning the Trust’s Chapter 11 filing. This Supplement and the services performed pursuant to it, augments and does not replace or revise, the Independent Plan Management Services Agreement effective September 1, 2017 (the “Agreement”) as amended by Amendment No. 1 dated December 16, 2020 (the “Amendment”) but this Supplement shall only be effective if the Agreement is assumed by the Trust in the bankruptcy proceeding.

SERVICES

In connection with our retention, we will be performing various services at your direction or by your legal counsel’s direction, which may include:

- a) Assistance with preparation of petition and schedules.
- b) Preparation of accounting reports and information reports to Court.
- c) Assistance with the plan of reorganization and disclosure statement if applicable.
- d) Preparation and distribution of communications to sponsors, brokers, member companies and covered individuals as approved by the Board and the Court.
- e) Support for information requested from the TRUST or its counsel regarding the Bankruptcy Proceeding.
- f) Assistance for member companies in securing alternative coverages upon shutdown.
- g) Engage outsourced vendor on behalf of the Trust to perform Workers Compensation Research as approved by the Trust. Such expenses shall be submitted to Trust for reimbursement and there is no expectation that the cost of such vendor shall be a cost of Concord.

It is important for you to understand that we will rely upon the instructions from you or your legal counsel as authorization for us to commence our work and the acceptance of your responsibility to pay for our services. We will also be available, at your request, to be present at various settlement conferences and meetings to assist in the structure of any proposed settlement and we will be available for testimony and courtroom appearances, as necessary, subject to the terms of this agreement. Any written reports, documents, or schedules, which we may prepare, are to be used only for purposes of this matter and may not be published or used for any other purpose without our written consent.



We assume no responsibility under this Supplement other than to render the services outlined herein and/or as further directed by the court or counsel and/or as may be agreed upon between us in writing at a later time. We shall not be liable for any error in judgment or act of omission provided that we have acted in good faith, with reasonable care and professional competence and not in violation of any law. No third party shall have any right against us by reason of this engagement and the services rendered thereunder. The professional conclusions reached as a result of this engagement are those of Concord's professionals. Accordingly, Concord has not, and cannot, predict the conclusions we will reach concerning the specific questions or issues for which Concord has been retained.

FEES

In connection with the services to be performed, it is difficult to specify the exact nature and extent of the contemplated services and the time involved. However, we shall make every effort to proceed in an efficient and expeditious manner. Our standard billing rates for these services range from \$150 to \$600 per hour. Our minimum billing unit is one-tenth (.10) of an hour. Court appearances, depositions and settlement negotiations, including travel time, which require our attendance, will also be billed at our standard rates. You will also be responsible for all costs and specific disbursements incurred by Concord, including travel, messenger fees, large photocopying jobs, FedEx, and similar identifiable charges.

We understand that that our fees are subject to approval by the Bankruptcy Court. It will be our obligation to submit the appropriate Fee Applications to the Court. Once approved by the court, or as may be called for in a fee order, we will provide you an invoice and a statement for professional services rendered and outstanding to date. All invoices are due and payable upon receipt, unless other provisions have been so ordered by the Court. Should invoices remain outstanding for more than forty-five (45) days, we reserve the right to discontinue services until your account is brought current and/or an agreement is made to assure payment of past due amounts. You further acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay our fees on a timely basis for services rendered as required by this Supplement, we shall not be liable to you, the client, or your counsel for any damages that occur as a result of our ceasing (temporarily or permanently) to render services for non-payment of fees pursuant to this Supplement.

Concord will serve as your resource for professional support services at your discretion. This means that you may discharge our services for any reason or for no reason and we agree to cooperate in the transfer of your file to a new professional support services company.

In no event will our company be liable for any incidental or consequential damages, even if we have been advised of the possibility of such damages. In connection with our engagement, we may find the need for you to employ the services of other experts. We may even offer the names of some suggested experts. However, upon your approval and engagement of such other experts, it will be your responsibility to pay them directly. We shall bear no liability for the cost or the use of such other experts. We will continue to act on your behalf unless (a) you insist upon a course of conduct which is illegal or which we deem, in our best professional judgment, to be clearly contrary to your interests or (b) an invoice for professional services rendered remains outstanding for a period in excess of



forty-five (45) days and no arrangements have been made for outstanding and continuing fee payments.

DOCUMENTATION

We will perform this engagement utilizing appropriate staff, as well as our experience and expertise as accumulated over our many years in business, but we can promise you no particular result or conclusion. We require that you provide us with all information and documents necessary to complete this engagement and you further understand and agree that we will be relying upon the credibility and accuracy of any documentation provided us. An initial document request letter, as well as subsequent document request letters, will be provided as necessary, and should be read as an integral part of this engagement contract.

SUBSEQUENT EVENTS

If, after completion of the services or termination of this engagement, we are required by subpoena or any other legal process to appear before any court or in any adversarial proceeding or to produce documents, work product, client papers or materials or any other portions of the files or information maintained by us for you or on your behalf, you agree to pay any and all costs associated with our appearance and/or production including, but not limited to, storage and retrieval costs, copying costs, our costs of administration in looking for, retrieving, reviewing and producing the information or documents requested as well as any attorney fees incurred by us. To the extent legally permissible, upon receipt of a subpoena or other process for testimony, documents and information, we will send such subpoena or process to you via regular mail (and/or e-mail) at the last known address we have for you. It will be your responsibility to have your legal counsel file such motions or objections to the requested production and/or appearance. If you do not obtain an appropriate timely order or stay of the subpoena, we will produce the documents and/or appear, as necessary. If we are required to appear in court, at an arbitration, deposition or other proceeding, you agree to pay the hourly rate or rates of the person or persons in Concord required to appear.

Limitation of Liability

The Trust hereby indemnifies Concord and its members, directors and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where Concord has acted or refrained from acting at the direction of the Trust or whether there has been a knowing misrepresentation by anyone associated with the Trust, regardless of whether such person was acting in the client's interest. This indemnification will survive termination Concord's provision of services. The forgoing limitation shall not extent to liability arising from the gross negligence or willful misconduct of Concord.

REPORTS

It is also understood and agreed that any written report we produce is for use only in this matter and may not be published or used for any other purpose without our written consent. If we should be requested to issue a formal written report or testify, we require that we be paid in full prior to the issuance of such report or testimony for all work performed to date.



ENTIRE AGREEMENT

This Supplement is intended to be our full and complete agreement and supersedes any and all prior understandings and agreements between us related to the services contemplated herein. The Parties acknowledge that the Independent Plan Management Services Agreement dated September 1, 2017, as amended by the Amendment on December 16, 2020 between the parties and approved for assumption by the Bankruptcy Court shall remain in effect unless amended or terminated by mutual agreement of the parties and all rights and terms of that Agreement remain in full force.

By executing this Supplement, you acknowledge that you fully understand all the terms and conditions and have had the advice of an independent attorney prior to the execution of this agreement or have expressly waived your right to seek such advice. No other agreement, statement or promise relating to the subject matter of this agreement that is not contained herein shall be valid or binding.

APPROVAL OF THE BANKRUPTCY COURT

Our retention including the terms of this Supplement and our fees are subject to the approval of the Bankruptcy Court. To the extent terms enumerated above are unacceptable to the Court they may be modified or stricken at the Court's discretion and we reserve the discretion to decline to provide services in such instance but will cooperate with you in order to transition to a replacement vendor for such services. All other terms and conditions will remain in effect. We will commence our services upon receipt of the signed Supplement and approval by the Court.

Very truly yours,

Concord Management Resources

ACKNOWLEDGMENTS

RESPONSIBLE PARTY SIGNATURE(S)

We, the client, acknowledge that we have received and reviewed this agreement. We agree to be bound by all the obligations set forth herein, or as modified by the Court and consent to all terms and conditions. Please send the approved bills and statements to the address indicated below.

Accepted By:

Lawrence Downs, Chairman, Affiliated Physicians and Employers Master Trust

Signature _____

Date _____

Address: _____

Phone/Fax: _____

E-mail: _____

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(B)

In Re:

Case No.: _____

Judge: _____

Chapter: _____

**CERTIFICATION OF PROFESSIONAL IN SUPPORT OF
APPLICATION FOR RETENTION OF PROFESSIONAL**

I, _____, being of full age, certify as follows:

1. I am seeking authorization to be retained as _____.

2. My professional credentials include: _____

3. I am a member of or associated with the firm of: _____
_____.

4. The proposed arrangement for compensation, including hourly rates, if applicable, is as follows _____

_____.

Pursuant to D.N.J. LBR 2014-3, I request a waiver of the requirements of D.N.J. LBR 2016-1.

5. To the best of my knowledge, after reasonable and diligent investigation, my connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

None

Describe connection: _____

6. To the best of my knowledge, after reasonable and diligent investigation, the connection of my firm, its members, shareholders, partners, associates, officers and/or employees with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee, is as follows:

None

Describe Connection: _____

7. To the best of my knowledge, my firm, its members, shareholders, partners, associates, officers and/or employees and I (check all that apply):

do not hold an adverse interest to the estate.

do not represent an adverse interest to the estate.

are disinterested under 11 U.S.C. § 101(14).

do not represent or hold any interest adverse to the debtor or the estate with respect to the matter for which I will be retained under 11 U.S.C. § 327(e).

Other. Explain: _____

8. If the professional is an auctioneer,

The following are my qualifications and experience with the liquidation or sale of similar property: _____

b. The proposed method of calculation of my compensation, including rates and formulas, is: _____

Pursuant to D.N.J. 2014-2, I do or do not request a waiver of the requirements of D. N. J. LBR 2016-1.

c. The following is an estimate of all costs and expenses, including labor, security, advertising, delivery, mailing, and insurance, for which I will seek reimbursement from the sale proceeds: _____

d. Have you, or a principal of your firm, been convicted of a criminal offense?

No Yes (explain below)

e. I certify that a surety bond as described in D. N. J. LBR 2014-2(a)(6) is in effect and will remain so through the date of turnover of the auction proceeds.

9. If the professional is an auctioneer, appraiser or realtor, the location and description of the property is as follows: _____

I certify under penalty of perjury that the above information is true.

Date: _____



Signature of Professional

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

In Re:

Case No.: _____

Chapter: _____

Judge: _____

ORDER AUTHORIZING RETENTION OF

The relief set forth on the following page is **ORDERED**.

Upon the applicant's request for authorization to retain _____
as _____, it is hereby ORDERED:

1. The applicant is authorized to retain the above party in the professional capacity noted.
The professional's address is: _____

2. Compensation will be paid in such amounts as may be allowed by the Court on proper application(s).
3. If the professional requested a waiver as noted below, it is Granted Denied.
 Waiver, under D.N.J. LBR 2014-2(b), of the requirements of D.N.J. LBR 2016-1.
 Waiver, under D.N.J. LBR 2014-3, of the requirements of D.N.J. LBR 2016-1 in a chapter 13 case. Payment to the professional may only be made after satisfactory completion of services.
4. The effective date of retention is the date the application was filed with the Court.

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
In Re:	

Case No.: _____
Chapter: _____
Adv. No.: _____
Hearing Date: _____
Judge: _____

CERTIFICATION OF SERVICE

- I, _____ :
 - represent _____ in the this matter.
 - am the secretary/paralegal for _____, who represents _____ in the this matter.
 - am the _____ in the this case and am representing myself.
- On _____, I sent a copy of the following pleadings and/or documents to the parties listed in the chart below.
- I certify under penalty of perjury that the above documents were sent using the mode of service indicated.

Date: _____
Signature _____

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court *)

* May account for service by fax or other means as authorized by the court through the issuance of an Order Shortening Time.

EXHIBIT N



Order Filed on August 5, 2021
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

GENOVA BURNS LLC
110 Allen Road, Suite 304
Basking Ridge, NJ 07920
(973) 467-2700
Proposed Counsel for Debtor
DANIEL M. STOLZ, ESQ.
DONALD W. CLARKE, ESQ.

In Re:

Affiliated Physicians and Employers Master Trust
d/b/a Member Health Plan NJ,

Debtor-in-Possession

Case No.: 21-14286
Chapter: 11
Judge: MBK

AMENDED

**ORDER AUTHORIZING RETENTION OF
CONCORD MANAGEMENT RESOURCES**

The relief set forth on the following page is **ORDERED**.

DATED: August 5, 2021

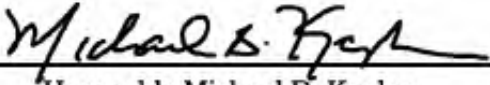

Honorable Michael B. Kaplan
United States Bankruptcy Judge

EXHIBIT O

SHEBELL & SHEBELL, LLC**AGREEMENT TO PROVIDE LEGAL SERVICES**

THIS AGREEMENT, dated 3/17/2022, is made

BETWEEN the Client, The Affiliated Physicians and Employers Master Trust ("APEMT"), which operates at the address of 1 Mill Ridge Lane, Suite 100, Chester, NJ 07930 (hereinafter referred to as "You")

AND the Law Firm, Shebell & Shebell, LLC, whose address is 655 Shrewsbury Avenue, Suite 314, Shrewsbury, New Jersey 07702 (hereinafter referred to as "Law Firm").

- 1. Legal Services to be Provided.** You agree that Law Firm will represent your interests with respect to the collection of payments from workers' compensation carriers of participating member groups, health care benefits, and for any and COVID related illnesses, treatments, and testing.
- 2. Additional Legal Services.** If You need any other legal services which may or may not be related to the above matter, including but not limited to appeals to the Superior Court of New Jersey, Appellate Division, You and Law Firm may make a new agreement to provide for such services. Without such agreements, Law Firm is not required to provide any additional services. Law Firm also reserves the right to decline representation on any matter that is unrelated to this matter.
- 3. Legal Fees.**

A. Contingency Fee.

With regard to the aforementioned workers compensation matters, You will pay Law firm a legal fee of 30% of any recovery.

To expedite the collection process in the event that Law Firm recovers any monies for APEMT, You give permission to the Law Firm to receive payments directly from the payors and deposit the payments into Law Firm's Attorney Trust Account. Law firm will then deduct legal fee as set forth above and disburse the remaining balance of the funds to You.

- 4. Costs and Expenses.** In addition to legal fees, You will NOT be required to pay for any expenses incurred in the workers compensation recovery process in connect with our services.
- 5. Termination of Agreement.** You or Law Firm may at any time terminate this Agreement by sending written notice thirty (30) days prior. You will receive the

full and continued benefit of the terms of the Agreement during and until your account is paid or closed by Law Firm.

6. **No Guarantee.** Law Firm agrees to provide conscientious, competent, and diligent services, and at all times will seek to achieve solutions which are just and reasonable for You. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, Law Firm cannot and does not warrant, predict or guarantee the final outcome of this matter.
7. **Signatures.** You and Law Firm have read and agree to this Agreement. Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

Law Firm:

SHEBELL & SHEBELL, LLC

By: 

THOMAS F. SHEBELL, III, ESQ.

Dated: 3/17/2022

Agreed and Accepted:

**THE AFFILIATED PHYSICIANS AND
EMPLOYERS MASTER TRUST**

By: _____

**LAWRENCE DOWNS, ESQ.
Chairman**

Dated: _____

EXHIBIT P

NAGEL RICE, LLP

COUNSELLORS AT LAW

103 EISENHOWER PARKWAY
SUITE 103
ROSELAND, NEW JERSEY 07068
(973) 618-0400
FAX: (973) 618-9194
WWW.NAGELRICE.COM

230 PARK AVENUE
NEW YORK, NY 10169
(212) 551-1465
PLEASE REPLY TO
ROSELAND OFFICE

ANDREW I. PEPPER
MICHAEL J. PARAGANO^o
SCOTT M. JACOBSON^o
EMMA A. MCELLIGOTT

^oCERTIFIED BY THE SUPREME COURT OF
NEW JERSEY AS A CIVIL TRIAL ATTORNEY
^oMEMBER OF NJ & NY BARS

BRUCE H. NAGEL^o
JAY J. RICE^o
ROBERT H. SOLOMON
DIANE E. SAMMONS^o
LORI I. MAYER^o
RANDEE M. MATLOFF
ANDREW L. O'CONNOR
GREG M. KOHN^o
SUSAN F. CONNORS
BRADLEY L. RICE^o

HARRY A. MARGOLIS
11928-20021

January 27, 2023

Via E-Mail

Mr. Brian W. Hofmeister
Law Firm of Brian W. Hofmeister
3131 Princeton Pike
Building 5, Suite 110
Lawrenceville, NJ 08648

**Re: Affiliated Physicans & Employees Master Trust ("APEMT")
AMENDED RETAINER AGREEMENT FOR RETENTION OF
NAGEL RICE LLP**

Dear Mr. Hofmeister:

This letter will confirm our amended agreement by which Nagel Rice, LLP will represent the Trust's interest in regard to the litigation matters described herein.

Except as otherwise provided herein, we will perform legal services for you based on our normal hourly rates, which are billed in minimum increments of six minutes each. These rates, which vary from time to time, currently range from \$400.00 per hour for associates to \$900.00 per hour for partners. As of January 1, 2023, my hourly rate is \$750.00 per hour and my partner, Bradley Rice, who will be acting as the primary attorney for this matter, has an hourly rate of \$550.00 per hour.

In addition to the legal services we provide you on an hourly basis, as set forth herein, Nagel Rice agrees to provide legal services to APEMT pursuant to a flexible fee arrangement for the following two categories of matters:

Mr. Brian W. Hofmeister
January 27, 2023
Pg. 2

- I) Claims Against Windsor Strategy Partners: Nagel Rice agrees to represent APEMT on a split contingency, hourly basis. Specifically, Nagel Rice will discount its customary hourly rates in place at the time by fifty percent (50%) plus Nagel Rice will be paid a contingency of twenty-five percent (25%) of any monies Nagel Rice collects on behalf of APEMT, either by virtue of settlement, judgment or other recovery.

- II) Claims Against Megna Law and Withum: Nagel Rice agrees to represent APEMT on a split contingency, hourly basis. Specifically, Nagel Rice will discount its customary hourly rates in place at the time by twenty-five percent (25%) plus Nagel Rice will be paid a contingency of fifteen percent (15%) of any monies Nagel Rice collects on behalf of APEMT, either by virtue of settlement, judgment or other recovery

Notwithstanding the above, and regardless of the type of matter, APEMT will also be responsible for any out of pocket expenses that are incurred, such as filing fees, photocopy charges for copies made at our office and, if applicable, an outside service, postage, overnight delivery service costs, computerized legal research charges, [expert and non-expert witness fees,] deposition and deposition transcript costs, and court costs and filing fees. In addition, notwithstanding the flexible fee arrangement for the Windsor, Megna and Withum matters, that arrangement shall not apply to any appeal required through this representation, which shall be billed on an hourly basis only.

It is impossible to predict with certainty how much time will be required to complete the work we will be doing for you or the total out of pocket costs that will be incurred. There are many unpredictable circumstances that may affect the amount of work required. We therefore cannot guaranty the total amount of fees and costs that will be incurred,. Your obligation to pay fees and costs is not contingent upon the outcome of the matter referred to above. However, we will agree to provide you with a monthly status update on this matter by either email, letter or memorandum, depending on the scope of the status update.

Our invoicing is done monthly.

Please sign a copy of this letter indicating your acceptance to the above terms and return both documents to us.

Mr. Brian W. Hofmeister
January 27, 2023
Pg. 3


We look forward to working with you on this matter.

Very truly yours,

JJR:BLR

JAY J. RICE

Agreed and Accepted this 2nd
day of February, 2023



BRIAN HOFMEISTER
Receiver for the Trust

Cc: Anthony Sodono, III, Esq.
Sari B. Placona, Esq.

McMANIMON, SCOTLAND & BAUMANN, LLC

75 Livingston Avenue, Suite 201

Roseland, New Jersey 07068

(973) 622-1800

Anthony Sodono, III (007631990)

Sari B. Placona (108842014)

Counsel to Brian W. Hofmeister, Independent Receiver

In Re:

LIQUIDATION AND DISSOLUTION OF
AFFILIATED PHYSICIANS AND
EMPLOYERS MASTER TRUST D/B/A
MEMBER HEALTH PLAN NJ

Petitioner.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION - MORRIS COUNTY

DOCKET NO. MRS-C-111-22

ORDER (1) AFFIRMING AND AUTHORIZING THE CONTINUED RETENTION OF PROFESSIONALS TO THE INDEPENDENT RECEIVER; (2) ADOPTING AND APPROVING PROOFS OF CLAIM TIMELY FILED IN BANKRUPTCY COURT; (3) AUTHORIZING PROCEDURES FOR NOTICE AND AUTHORIZING MONTHLY PAYMENTS TO PROFESSIONALS; AND (4) SUCH OTHER EQUITABLE RELIEF

THIS MATTER having been presented to the Court by McManimon, Scotland & Baumann, LLC, counsel for the Independent Receiver Brian W. Hofmeister (the “Independent Receiver”), seeking relief by way of Motion (the “Motion”); and the Motion having been served upon all known creditors and parties in interest by United States first class regular mail pursuant to R. 1:1-2; and the Court having considered the submissions in support and opposition, if any; and for good cause shown;

IT IS on this day of 2023;

1. **ORDERED** that proper notice has been provided to all creditors and parties in interest; and it is further

2. **ORDERED** that the Independent Receiver’s hourly rate of \$450 per hour is hereby approved *nunc pro tunc* to the date of his appointment.

3. **ORDERED** that any professional already approved by the United States Bankruptcy Court, District of New Jersey is hereby approved and adopted.

4. **ORDERED** that the Independent Receiver be and is hereby authorized to continue to employ McManimon, Scotland & Baumann, LLC, as his counsel, *nunc pro tunc* to the date of the Receiver's appointment, on the terms and conditions set forth in the retainer agreement; and it is further

5. **ORDERED** that the Independent Receiver be and is hereby authorized to continue to employ Merlinos & Associates, as his actuary consultant, *nunc pro tunc* to the date of the Receiver's appointment, on the terms and conditions set forth in the Bankruptcy Court Order; and it is further

6. **ORDERED** that the Independent Receiver be and is hereby authorized to continue to employ DFL Group, Inc., as his plan supervisor, *nunc pro tunc* to the date of the Receiver's appointment, on the terms and conditions set forth in the retainer agreement; and it is further

7. **ORDERED** that the Independent Receiver be and is hereby authorized to continue to employ Mandelbaum Barrett, PC, as his special counsel, *nunc pro tunc* to the date of the Receiver's appointment, on the terms and conditions set forth in the Bankruptcy Court Order; and it is further

8. **ORDERED** that the Independent Receiver be and is hereby authorized to continue to employ S. Mitnick Law, PC, as his special collections counsel, *nunc pro tunc* to the date of the Receiver's appointment, on the terms and conditions set forth in the Bankruptcy Court Order; and it is further

9. **ORDERED** that the Receiver be and is hereby authorized to continue to employ Genova Burns, LLC, as his special counsel, *nunc pro tunc* to the date of the Receiver's appointment, on the terms and conditions set forth in the Bankruptcy Court Order; and it is further

10. **ORDERED** that the Receiver be and is hereby authorized to continue to employ Concord Management Resources, as his administrative services manager, *nunc pro tunc* to the date of the Receiver's appointment, on the terms and conditions set forth in the Bankruptcy Court Order; and it is further

11. **ORDERED** that the Receiver be and is hereby authorized to continue to employ Shebell & Shebell, LLC, as his workers compensation counsel, *nunc pro tunc* to the date of the Receiver's appointment, on the terms and conditions set forth in the retainer agreement; and it is further

12. **ORDERED** that the Receiver be and is hereby authorized to retain Nagel Rice, LLP, as his insurance legal counsel, *nunc pro tunc* to the date of the Receiver's appointment, on the terms and conditions set forth in the retainer agreement; and it is further

13. **ORDERED** that all professionals' rates are subject to normal and ordinary course increase; and it is further

14. **ORDERED** that the proofs of claim that were timely filed with the Bankruptcy Court are hereby adopted and approved as filed; and it is further

15. **ORDERED** that noticing and procedures for claims in the Bankruptcy Court is hereby adopted; and it is further

16. **ORDERED** that any objection to claims will be adjudicated in Bankruptcy Court; and it is further

17. **ORDERED** that the procedures to notice and authorized monthly payments to the professionals are hereby approved; and it is further

18. **ORDERD** that the monthly process to pay professionals is as follows:

Submission of Monthly Statements

On or before the 10th day of each month following the month for which compensation is sought.

Content of Monthly Statement

All timekeepers must contemporaneously maintain detailed time entries in increments of tenths (1/10th) of an hour.

Review Period

Any party in interest shall have the opportunity to review the monthly fee statement approved by the Receiver on Constant Contact. Any objections shall be provided to the Receiver within ten (10) days after posting to Constant Contact (the “Objection Deadline”).

Payment

Upon the expiration of the Objection Deadline, the Receiver is authorized to pay each Professional.

Objections

If any party objects to a monthly fee statement, it must file a written objection (the “Notice of Objection to Monthly Fee Statement”) and serve it upon the Receiver and the Professional so that the Notice of Objection to Monthly Fee Statement is received on or before the Objection Deadline. The Notice of Objection to Monthly Fee Statement must set forth the nature of the objection and the amount of fees and/or expenses at issue.

If the Receiver receives an objection to a particular Monthly Fee Statement, the Receiver shall withhold payment of that portion of the Monthly Fee Statement to which the objection is directed and promptly pay the remainder of the fees and disbursements.

If the parties are unable to reach a resolution of the objection(s) within ten (10) days after service of the objection(s), it shall request a conference with the court to resolve such objection(s).

Honorable



Sari B. Placona
Writer's Direct Dial: (973) 721-5030
Writer's Direct Fax: (973) 681-7233
splacona@msbnj.com
01819-1

March 1, 2023

Honorable Frank J. DeAngelis, P.J. Ch.
Superior Court of New Jersey
Morris County Courthouse
56 Washington Street
Morristown, NJ 07960

**Re: Liquidation and Dissolution of Affiliated Physicians and Employers Master Trust d/b/a Member Health Plan NJ
Docket No. MRS-C-111-22**

Dear Judge DeAngelis:

This firm represents Independent Receiver, Brian W. Hofmeister (the "Independent Receiver"), appointed in the above-captioned case to oversee the dissolution and liquidation of Affiliated Physicians and Employers Master Trust d/b/a Member Health Plan NJ ("APEMT" or "Petitioner")¹. Please accept this letter brief in support of the Independent Receiver's Motion (1) affirming and authorizing the continued retention of professionals to the Independent Receiver; (2) adopting and approving proofs of claim timely filed in Bankruptcy Court; (3) authorizing procedures for notice and authorizing monthly payments to professionals; and (4) such other equitable relief (the "Motion").

Background

On May 24, 2021, APEMT filed a voluntary petition for relief under chapter 11, subchapter V of the United States Bankruptcy Code (the "Petition Date"), bearing Case No. 21-14286 (MBK) (the "Bankruptcy Case"). See Certification of Brian W. Hofmeister, Independent Receiver, in

¹ For clarification, APEMT has not yet been dissolved.

support of the Motion (“Hofmeister Cert.”) ¶ 2. The Bankruptcy Case was filed in the Trenton Vicinage, of the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”).

APEMT, a debtor under a confirmed subchapter V plan in the Bankruptcy Case, is a non-profit, self-funded multiple employer welfare arrangement (“MEWA”) under the provisions of 29 U.S.C. Ch. 18 (the “Employee Retirement Income Security Act”) and N.J.S.A. 17B:27C-1, et seq. (the “Self-Funded Multiple Employer Welfare Arrangement Regulation Act”) and was registered with the New Jersey Department of Banking and Insurance (“NJ DOBI”) annually. Id. ¶ 3.

In addition to registering with NJ DOBI, APEMT is also registered as a MEWA with the United States Department of Labor (“US DOL”), through an annual M1 filing. APEMT offered medical and prescription benefits to members (“Members”). Id. ¶ 4. Traditionally, Members were small business employers or sole practitioners. Once enrolled, and depending upon the type of coverage elected by the Member, coverage was extended to the employees or sole practitioner, and the family members of those employees or that sole practitioner (the “Covered Beneficiaries”).

APEMT has no owners or direct employees. Prior to November 2022, APEMT was overseen by a board of trustees (the “Board of Trustees” and, each individual trustee, a “Trustee”). As of the Petition Date, there were eleven (11) Trustees for APEMT. The respective Trustees represent sponsoring associations (the “Sponsors”) of APEMT. Members must belong to a Sponsor in order to enroll with APEMT. Id. ¶ 5.

On August 5, 2021, APEMT filed its Small Business Subchapter V Plan (with amended Plans filed December 8th and 9th, the “Plan”). Hofmeister Cert. ¶ 6.

Also, on August 5, 2021, APEMT moved to expand the scope of Mr. Hofmeister’s

Subchapter V Trustee powers.² The Court granted APEMT's motion by order entered November 15, 2021 (the "Sub V Trustee Order"). *Id.* ¶ 7.

As set forth in more detail therein, the Sub V Trustee Order authorized Mr. Hofmeister to review available documents and records from the past five (5) years (the "Examination Period") in order to analyze the financial and operational conditions of APEMT which caused the impaired financial condition of APEMT, and the impact, if any, of the Covid-19 Pandemic. *Id.* ¶ 8.

Furthermore, Mr. Hofmeister is authorized to investigate APEMT's actuarial professional's rating methodology for the Examination Period. Finally, Mr. Hofmeister is authorized to review APEMT's administrative expenses for the Examination Period. *Id.* ¶ 9.

On December 14, 2021, APEMT served on all of its Members with notice of the Bankruptcy Court's *Amended Order Setting Deadlines and Scheduling Confirmation Hearing* (the "Amended Order Scheduling Confirmation").

With the Amended Order Scheduling Confirmation, APEMT provided notice and an opportunity for all Members and Covered Beneficiaries to assert a claim against APEMT in the Bankruptcy Case.

By order, dated March 21, 2022, the Court confirmed APEMT's Plan (the "Confirmation Order"). Hofmeister Cert., ¶ 10. On March 25, 2022, APEMT served a copy of the Confirmation Order on all Members.

On April 28, 2022, APEMT filed a *Notice of (I) Entry of and Order Confirming Plan of Reorganization Filed by the Debtor; (II) Occurrence of the Effective Date; and (III) Administrative Bar Date* (the "Notice of the Effective Date") which indicated the effective date of the Plan

² Mr. Hofmeister's fees were \$350 per hour as the Subchapter V Trustee. Mr. Hofmeister's hourly rate is \$500 per hour, however, he is willing to reduce it to \$450 per hour now that he is the Independent Receiver and taking on much more responsibility.

occurred on March 31, 2022. Id. ¶ 11.

Pursuant to the Confirmation Order, the Independent Receiver's authority was expanded to include reporting obligations and oversight, and pursuit of avoidance actions. Id. ¶ 12.

On November 10, 2022, this Court entered its *Judgment: (1) Appointing Brian W. Hofmeister as Independent Receiver to Oversee the Dissolution and Liquidation of APEMT; (2) Authorizing the Independent Receiver to Continue to Execute APEMT's Bankruptcy Plan; (3) Authorizing the Waiver of Any Bond Requirements for the Independent Receiver; and (4) Such Other Relief that this Court Deems Equitable* (the "Judgment"). The Judgment adopted all orders entered by the Bankruptcy Court.

The Independent Receiver has been analyzing claims made against the APEMT in the Bankruptcy Case. The Independent Receiver seeks approval, adoption, and recognition by this Court of the claims process outlined below, as laid out by the applicable Bankruptcy Code provisions, and as was adopted by the Bankruptcy Court. In sum and substance, the validity and extent of any claims by creditors of APEMT that existed as of the Petition Date, shall be addressed in the Bankruptcy Court consistent with this Court's November 10, 2022 Judgment, which authorized and adopted the terms of the confirmed bankruptcy plan and confirmation order. Id. ¶ 13.

Legal Argument

The relief requested by the Receiver is consistent with:

- i. applicable law;
- ii. this Court's November 10, 2022 *Judgment*; and
- iii. the March 21, 2022 Confirmation Order entered in the United States Bankruptcy Court for the District of New Jersey.

The Receiver submits that the requested relief is equitable and for the benefit of the interested parties to this estate.

I. AFFIRMING AND AUTHORIZING THE CONTINUED RETENTION OF PROFESSIONALS TO THE RECEIVER

A. Retention of Professionals

By the Judgment, this Court authorized the Independent Receiver to take all action necessary to enact and comply with the Plan and Confirmation Order entered in APEMT's Bankruptcy Case. See Judgment, (b). Furthermore, this Court "*So Authorized*" the relief granted in the Plan and Confirmation Order including, but not limited to, APEMT's Post-Confirmation Operations, Mr. Hofmeister's continued collection of bankruptcy estate property under the jurisdiction and oversight of the Bankruptcy Court in his role as Subchapter V Trustee, and APEMT's collection of the Member assessments under the jurisdiction and oversight of this Court. See Judgment, (e)(i); Confirmation Order, §§ 5, 15, and 16.

This Court and the Bankruptcy Court authorized the Independent Receiver and APEMT (respectively) to retain attorneys, consultants, accountants, and other specialists as necessary, and pay those professionals from APEMT's assets. See Judgment, (f)(vi) and (vii); Plan, § 2.7; Confirmation Order, § 4.

By this Motion, the Independent Receiver seeks this Court's ratification of the retention of the professionals listed below so that he can continue to successfully administer the liquidation and dissolution of APEMT.

Rule 4:53 relates to insolvent corporations and the administration through receivers and liquidating trustees. The rule states, "A receiver may employ an attorney or accountant only if the court determines that such employment is necessary to the proper conservation and administration of the estate." R. 4:53.

The Independent Receiver seeks to have this Court ratify the continued retention and to retain the following professionals not previously retained (collectively, the “Professionals”):

1. McManimon, Scotland & Baumann, LLC (“MSB”), as counsel to the Independent Receiver;
2. Merlinos & Associates, Inc. (“Merlinos”) as actuary consultant to the Independent Receiver;
3. DFL Group, Inc., (“DFL”) as plan supervisor to the Independent Receiver;
4. Mandelbaum Barrett PC (“Mandelbaum”) as special counsel to the Independent Receiver;
5. S. Mitnick Law PC (“SM Law”) as special collections counsel to the Independent Receiver;
6. Genova Burns LLC (“Genova Burns”) as bankruptcy counsel to the Independent Receiver;
7. Concord Management Resources (“Concord”) as administrative services manager to the Independent Receiver;
8. Shebell & Shebell, LLC (“Shebell”) as workers compensation counsel to the Independent Receiver; and
9. Nagel Rice, LLP (“Nagel Rice”) special insurance counsel to the Independent Receiver.

As found by the Bankruptcy Court, all Professionals are disinterested persons, having no interest materially adverse to APEMT. See 11 U.S.C. §§ 327 and 328. The Independent Receiver seeks to ratify the continued retention and retention of Professionals as follows.

a. MSB - Counsel for the Receiver

The continued retention of MSB is necessary in order to:

- a. advise the Independent Receiver with respect to his power and duties;
- b. collect any accounts receivable and prosecute any claims that may arise;
- c. assist in the Independent Receiver’s retention of an accountant, and other professionals, if necessary;

d. perform such other legal services for the Independent Receiver as may be necessary and appropriate herein.

MSB acted as special counsel to the Independent Receiver in the Bankruptcy Court related to post-confirmation of the Debtor. The Confirmation Order did not require for Mr. Hofmeister to seek court order to formally retain professionals in the Bankruptcy Court, however, MSB and Mr. Hofmeister did enter into a services agreement.

The proposed arrangement for compensation to MSB is hourly. Partners bill up to \$675 per hour. Associates bill \$250 - \$325 per hour. A copy of MSB's retention letter with the Mr. Hofmeister in his capacity at the Subchapter V Trustee in the Bankruptcy Court is attached to the Hofmeister Cert. at **Ex. A**. Once the matter was moved to the state court, on November 21, 2022, MSB entered into a supplemental retainer agreement with the Receiver. Id., **Ex. B**³. The hourly rates of MSB stayed consistent.

b. Merlinos - Actuary Consultant for the Receiver

The continued retention of Merlinos as actuary consultant to the Independent Receiver is necessary in order to:

- a. access the Actuaries responsible for the damages model and claims against Windsor Strategy Partners;
- b. prepare the 2021 loss reserves for the Audited Financial Statement and Form 5500 Annual Report;
- c. other actuarial duties assigned by the Receiver; and
- d. prepare a Claim database (medical and prescription claims) for Attorneys and CMR to extract claim information, and to use the database to generate reports for the Court.

³ Exhibit C is purposely omitted.

On November 2, 2021, APEMT filed an application to retain Merlinos as an actuary consultant. See Hofmeister Cert. ¶ 17, **Ex. D**. On December 10, 2021, the court entered an order authorizing the retention of Merlinos. Id. **Ex. E**. The proposed arrangement for compensation to Merlinos is an hourly rate of \$200 to \$370 per hour depending on the services required.

c. DFL - Consultant for the Receiver

The continued retention of DFL as plan supervisor to the Receiver is necessary for reasons, including but not limited to, the following:

- a. advisory services for plan administration;
- b. supervise legislative filings and/or coordination with vendors;
- c. supervise financial services provided by CMR;
- d. oversee activities with CMR to close out open items with Aetna;
- e. oversee activities with CMR to close out open subrogation items with The Rawlings Company;
- f. supervise customer support services provided by CMR;
- g. oversee the storage and final disposition of APEMT's books and records;
- h. obtain pricing and secure \$4 million bond for Receiver;
- i. interface with State and DOL regulators; and
- j. monitor APEMT's insurance renewals.

On November 2, 2021, APEMT filed an application in the Bankruptcy Court to retain DFL to review and analyze the management and operation of APEMT during the six (6) year period leading up to the bankruptcy filing. See Hofmeister Cert. ¶ 18 , **Ex. F**. On December 10, 2021, the Bankruptcy Court entered an order authorizing the retention of DFL. Id., **Ex. G**.

Mary Jo Lopez, the contact for DFL, has served as a court appointed chief examiner and chief deputy rehabilitator for numerous financially impaired insurance companies throughout the

United States.

The proposed arrangement for compensation to DFL going forward is an hourly rate of \$100 per hour.

d. Mandelbaum – Special Counsel for APEMT

The ratification of the retention of Mandelbaum as special counsel to APEMT is necessary in order to assist and finalize the resolution of claims between APEMT and PartnerRe, American Insurance Company (“PartnerRe”). PartnerRe filed a proof of claim in the Bankruptcy Court in the amount of \$3,752,807.00. APEMT and PartnerRe have reached a settlement of their claims in spirit, which settlement is pending documentation.

The proposed arrangement for compensation to Mandelbaum is hourly ranging from \$350 to \$600 per hour.

On January 18, 2022, APEMT filed an application in the Bankruptcy Court to retain Mandelbaum as special counsel. See Hofmeister Cert. ¶ 19, **Ex. H**. Doc 309. On February 10, 2022, the Bankruptcy Court entered an order approving Mandelbaum’s retention. Id., **Ex. I**.

e. SM Law – Special Collections Counsel for APEMT ⁴

The continued retention of SM Law as special collections counsel to APEMT is necessary in order to:

- a. pursue collection of the member assessment in the Superior Court of New Jersey, Law Division, Morris County (see § 17B:27C-7 (*Liability of Members*) of the Self-Funded Multiple Employer Welfare Arrangement Regulation Act);
- b. draft legal documents in connection with the lawsuits; and
- c. attend court appearances for the pending lawsuits

⁴ SM Law obtains their payment for fees before making a distribution to APEMT.

On January 4, 2022, APEMT filed an application in the Bankruptcy Court to retain SM Law. See Hofmeister Cert., ¶ 20, **Ex. J**. On March 17, 2022, the Court entered an order authorizing APEMT’s retention of SM Law, as Special Counsel, to handle collection of the Members’ delinquent assessments and health care fees. Id., **Ex. K**.

SM Law has filed collection suits against approximately 900 members and will continue to file and pursue same consistent with the scope of its retention. To date, APEMT’s collection efforts through SM Law has resulted in the recovery of over \$5 million.

The proposed arrangement for compensation to SM Law is ten percent (10%) of any sums collected prior to the filing of a lawsuit. If a collection suit is filed, SM Law will retain thirty percent (30%), unless the defendant pays the full balance within thirty (30) days of filing the lawsuit (or enters into an agreement to pay within an acceptable timeframe). If the defendant pays the full balance within thirty (30) days of filing the lawsuit (or enters into an agreement to pay within an acceptable timeframe) SM Law will receive twenty percent (20%) of any sums collected.

Pursuant to § 17B:27C-7(d), APEMT is obligated to collect the assessment “together with the costs and expenses of collecting the assessments.” Since SM Law has been retained on a contingency basis, paying such fees out of the assessment collected would result in a reduction of the assessment collected from the member, and increase the burden on the remaining members to cover that reduced proportional share of the assessment due from the delinquent member.

As a result of APEMT’s fiduciary obligation to its members through 29 U.S.C. Ch. 18 (the “Employee Retirement Income Security Act” or “ERISA”) and the MEWA Act, APEMT cannot show any deference for any of the members above any other member. As such, APEMT is unable to compromise on the assessment in exchange for a prompt resolution with any member. Doing so

would reduce the proportional assessment paid by that member and increase the burden on the remaining members to cover the balance of that reduced amount of the assessment. Similarly, APEMT cannot reduce or waive attorney fees or other collection costs that APEMT is forced to incur in the collection matters. Since APEMT is obligated to compensate SM Law out of the amounts collected, APEMT's failure to collect those fees from delinquent members *in addition to* the assessment would reduce the amount of assessment collected from those delinquent members. This would result in APEMT recovering less of the assessment than APEMT needs to pay the outstanding medical and pharmacy claims (which is the purpose of the assessment in the first instance). Moreover, this shifts the burden to the rest of the members to cover the shortfall, potentially, through a subsequent assessment on all members.

f. Genova Burns – Special Counsel to APEMT

Genova Burns was debtor's counsel to APEMT in the bankruptcy matter. _Genova Burns possesses an absorbent amount of historical information as it relates to APEMT. On June 22, 2022, the Bankruptcy Court entered an order authorizing APEMT's retention of Genova Burns as bankruptcy counsel. See Hofmeister Cert. ¶ 21, **Ex. L**.

The continued retention of Genova Burns as bankruptcy counsel to APEMT is necessary in order to:

- a. assist APEMT to comply with its obligations under the Plan and Confirmation Order. Related responsibilities include, but are not limited to:
 - i. APEMT's Post-Confirmation Operations, including the collection of the assessment from Members (see Plan, § 1.11) ("The Debtor, its professionals, or any professionals later retained, shall continue their collection efforts in compliance with all applicable statutes and

regulations, or contractual obligations.”) See Confirmation Order, §§ 5, 15, and 16;

- b. Assist with the recovery or resolution of pending adversary proceedings in the Bankruptcy Court including, but not limited to:
 - i. litigation against the IRS for the return of nearly \$9 million in taxes paid to the IRS prior to the Bankruptcy Petition Date. (Adv. Pro. No.: 22-01177); and
 - ii. counter and cross claims (respectively) against QualCare, Inc. and BrainBuilders, LLC in an adversary filed by QualCare, Inc. against APEMT and BrainBuilders, LLC (Adv. Pro. No.: 21-01346); and
- c. assist APEMT to enforce its claims and interests. Confirmation Order, Confirmation Order, *Findings of Fact & Conclusions of Law*, paragraph L.

The proposed arrangement for compensation to Genova Burns ranges from \$200 per hour to \$800 per hour.

g. Concord – Administrative Services Manager for the Receiver

All financial and operational issues of APEMT are handled by Concord who has been employed in this capacity since December 1, 2017. On July 16, 2021, Concord and APEMT entered into a supplemental engagement for its services. Standard billing rates for Concord range from \$150 to \$600 per hour. On August 5, 2021, the Bankruptcy Court entered an Order Authorizing the Retention of Concord for professional administration services. See Hofmeister Cert. ¶ 22; **Ex. N.**

The continued retention of Concord for professional administration services to APEMT is necessary in order to assist with various ordinary course services such as:

- a. Assist legal counsel and/or vendors with legislative filings;
 - b. Maintain Plan financial books and records;
 - c. Prepare monthly/quarterly financial reports;
 - d. Interface with Claim Administrator/Fiduciary Aetna for claims administration;
 - e. Provide Customer support services for Plan Members and Participants;
 - f. Provide support services for communications with Plan Members and Participants;
 - g. Assist Receiver and legal counsel in bar date proof of claim settlements; and
 - h. Other administrative duties assigned by Receiver and/or Plan Supervisor.
- h. Shebell and Shebell – Workers Compensation Counsel for APEMT**

The retention of Shebell and Shebell as workers compensation counsel to the Receiver is necessary in order to act as legal counsel representing APEMT in workers compensation subrogation claims for Covid-19 medical claims in accordance with New Jersey Workers Compensation regulation changes enacted by the Senate and General Assembly of the State of New Jersey for Title 34 – Labor and Workmen’s Compensation.

On March 17, 2022, Shebell and the Receiver entered into an agreement to provide legal services. Id. ¶ 23; **Ex. O.**

The proposed arrangement for compensation to Shebell is on a contingency basis. Shebell is entitled to 30% of any workers compensation dollars recovered.

i. Nagel Rice – Insurance Coverage Counsel for the Receiver

On January 27, 2023, the Independent Receiver entered into a retainer agreement with Nagel Rice. Id. ¶ 24. The retention of Nagel Rice as insurance coverage counsel to the Receiver is necessary in order to provide legal counsel for the Receiver to defend the Plan if there is

insurance litigation as a result of actions of Plan's Trustees and/or Sponsoring Association, and/or insurance litigation against Plan Professional Service contractor(s) who the Receiver has determined caused financial harm or impairment to the Plan.

Nagel Rice's hourly rates range from \$400.00 per hour for associates to \$900.00 per hour for partners.

In addition to the legal services that Nagel Rice will provide on an hourly basis, it agrees to provide legal services pursuant to a flexible fee arrangement for the following two categories of matters:

- I) Claims Against Windsor Strategy Partners: Nagel Rice agrees to represent APEMT on a split contingency, hourly basis. Specifically, Nagel Rice will discount its customary hourly rates in place at the time by fifty percent (50%) plus Nagel Rice will be paid a contingency of twenty-five percent (25%) of any monies Nagel Rice collects on behalf of APEMT, either by virtue of settlement, judgment or other recovery.
- II) Claims Against Megna Law and Withum: Nagel Rice agrees to represent APEMT on a split contingency, hourly basis. Specifically, Nagel Rice will discount its customary hourly rates in place at the time by twenty-five percent (25%) plus Nagel Rice will be paid a contingency of fifteen percent (15%) of any monies Nagel Rice collects on behalf of APEMT, either by virtue of settlement, judgment or other recovery.

II. ADOPTING AND APPROVING PROOFS OF CLAIM TIMELY FILED IN BANKRUPTCY COURT

The deadline for filing a proof of claim in the Bankruptcy Court was August 2, 2021. The deadline for governmental claims to be filed in the Bankruptcy Court was November 22, 2021. To

date, there are 81 claims filed with the Bankruptcy Court. See Hofmeister Cert. ¶ 25.

In the Bankruptcy Court, a proof of claim is “deemed allowed, unless a party in interest . . . objects.” 11 U.S.C. § 502(a). Section 502(b) of the Bankruptcy Code provides that:

the court, after notice and a hearing, shall determine the amount of [a] claim in lawful currency of the United States as of the date of the filing of the petition, and shall allow such claim in such amount, except to the extent that . . . such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law for a reason other than because such claim is contingent or unmatured.

11 U.S.C. § 502(b)(1).

The Plan and Confirmation Order ratified by this Court provides for the resolution of claims and interests of APEMT in the Bankruptcy Case. See Plan, § 2; Confirmation Order, *Findings of Fact & Conclusions of Law*, paragraphs E, F, G, H, and I.

The Independent Receiver and his Professionals are continuing to review claims filed in the Bankruptcy Case, and anticipates filing the appropriate motions in the Bankruptcy Court to address claims filed against APEMT. In the interest of time and to not require claimants to refile claims in the state court, the Receiver hereby requests for the claims timely filed in the Bankruptcy Court to be adopted and approved.

The Independent Receiver, through Genova Burns, has filed an application in support of an omnibus motion to expunge, reduce, and reclassify claims. The objection to claims is based on the following: (i) the claim represents a debt for which APEMT is not liable; (ii) the claim represents a debt for which APEMT is not liable because it was resolved by a prior order or agreement; (iii) the alleged claimant has provided inadequate support of the claim; and (iv) the claim was untimely filed. Id. ¶ 26.

III. AUTHORIZING PROCEDURES FOR NOTICE AND AUTHORIZING MONTHLY PAYMENTS TO PROFESSIONALS

By the Judgment, this Court authorized the Independent Receiver to take all action necessary to enact and comply with the Plan and Confirmation Order entered in APEMT's Bankruptcy Case. See Judgment, (b). Furthermore, this Court "*So Authorized*" the relief granted in the Plan and Confirmation Order including, but not limited to, APEMT's Post-Confirmation Operations, Mr. Hofmeister's continued collection of bankruptcy estate property under the jurisdiction and oversight of the Bankruptcy Court in his role as Subchapter V Trustee, and APEMT's collection of the Member assessments under the jurisdiction and oversight of this Court. See Judgment, (e)(i); Confirmation Order, §§ 4, 5, 15, and 16.

Pursuant to the Confirmation Order, APEMT (or Mr. Hofmeister as Subchapter V Trustee), is entitled to retain and compensate professionals without further order of the Bankruptcy Court

Bankruptcy Courts allow debtors to seek a streamlined process for allowance and payment of compensation and reimbursement for attorneys and other professionals whose services are, will, or have been authorized pursuant to the Bankruptcy Code. The streamlined procedures are established in an effort to save time and expense required when filing applications for allowance of compensation and reimbursement of expenses pursuant to sections 330 and 331 of the Bankruptcy Code. See 11 U.S.C. §§ 330 and 331 (Requiring retained professionals to submit applications for interim compensation and reimbursement of expenses every one-hundred-twenty (120) days or more often if the court permits).

The Independent Receiver desires to adopt a similar streamlined process here. The Independent Receiver shall serve this Motion on all creditors and interested parties. Should the Court enter an order approving this process, all Professionals will be required to submit their monthly fee statements to the Independent Receiver. Each invoice will be reviewed and approved

by the Independent Receiver for payment. Approved monthly invoice notices will be uploaded to the Constant Contact business application for email transmission to Members and Plan Participants. The Constant Contact application stores all communications to/from Plan Members and Plan Participants, and any failure to transmit an email to a registered email address can be tracked by the Receiver. The Constant Contact communication process provides the Receiver with the capability to send cost effective communications, and the Constant Contact application tracks all communications for reporting. Approved invoices and/or notices will be posted to the Plan's public website for Plan Members, Plan Participants and interested Parties to review.

The Constant Contact application is an efficient and cost-effective communication application which will catalog and maintain electronic records for all email transmissions. When coupled with notices posted on the Plan's public website Plan Members and Plan Participants will be fully informed on professional costs associated with the administration of the Plan. Utilizing Constant Contact allows the Receiver and the estate of APEMT to preserve costs and avoid mass mailings. See Hofmeister Cert. ¶¶ 27-29.

A. Submission of Monthly Statements

On or before the 10th day of each month following the month for which compensation is sought.

B. Content of Monthly Fee Statement

Each monthly fee statement shall include a detailed breakdown of the services provided and the fees incurred by those services. All timekeepers must contemporaneously maintain time entries in increments of tenths (1/10th) of an hour.

C. Review Period

Monthly Fee Statements will be available for review on APEMT's website. Any objections

shall be provided to the Independent Receiver within ten (10) days after receiving notice from Constant Contact (the “Objection Deadline”).

D. Payment

Upon the expiration of the Objection Deadline, the Receiver is authorized but not directed to pay each Professional.

E. Objections

If any party objects to a monthly fee statement, it must file a written objection (the “Notice of Objection to Monthly Fee Statement”) and serve it upon the Independent Receiver and the Professional so that the Notice of Objection to Monthly Fee Statement is received on or before the Objection Deadline. The Notice of Objection to Monthly Fee Statement must set forth the nature of the objection and the amount of fees and/or expenses at issue.

If the Receiver receives an objection to a particular Monthly Fee Statement, the Independent Receiver shall withhold payment of that portion of the Monthly Fee Statement to which the objection is directed and promptly pay the remainder of the fees and disbursements.

If the parties are unable to reach a resolution of the objection(s) within ten (10) days after service of the objection(s), it shall request a conference with the Court to resolve such objection(s).

Conclusion

Based on the foregoing, the Receiver respectfully requests that the Motion be granted in its entirety.

Respectfully submitted,

/s/ Anthony Sodono, III

Anthony Sodono, III