

FILED

MAR 17 2023

Hon. Frank J. DeAngelis, P.J.Ch
Morris/Sussex County

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 17th day of March 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~~

HON. FRANK J. DEANGELIS, P.J.Ch.

*Good cause shown for the requested
relief based on the undisputed
application.*

