

Hearing date: October 7, 2021 at 9:30 a.m.

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

In re:

CharterCARE Community Board; St. Joseph
Health Services of Rhode Island; and Roger
Williams Hospital

C.A. No. PC-2019-11756

**LIQUIDATING RECEIVER'S FIFTH REPORT
AND REQUEST FOR INTERIM COMPENSATION**

Thomas S. Hemmendinger (the "Liquidating Receiver"), the permanent liquidating receiver of CharterCARE Community Board ("CCCB"), St. Joseph Health Services of Rhode Island ("SJHSRI"), and Roger Williams Hospital ("RWH") (each also, individually, a "Legacy Hospital Entity" and, collectively, the "Legacy Hospital Entities"), hereby reports as follows:

Introduction

1. On December 18, 2019, this Court appointed the Liquidating Receiver as temporary liquidating receiver of the Legacy Hospital Entities and their respective assets. On January 17, 2020, this Court appointed the Liquidating Receiver as permanent liquidating receiver. The Liquidating Receiver has qualified by posting the surety bond required by this Court.

2. The Liquidating Receiver has to date performed all duties required by law or by orders of this Court.

3. CCCB is the parent of SJHSRI and RWH. Until June 20, 2014, SJHSRI owned and operated Our Lady of Fatima Hospital in North Providence, Rhode Island, and RWH owned and operated Roger Williams Medical Center in Providence, Rhode Island.

4. On June 20, 2014, the Legacy Hospital Entities closed on a transaction involving the sale of these hospitals to subsidiaries of Prospect CharterCARE, LLC. The details of this

transaction are set forth in detail in the Liquidating Receiver's Fourth Report to this Court.¹

The Pension Litigation

5. In 2017, at the request of SJHSRI, this Court appointed Stephen Del Sesto (the "Plan Receiver") as receiver of the St. Joseph Health Services of Rhode Island Retirement Plan (the "Plan"). At the time, the Plan was substantially underfunded, and the Plan Receiver asserts that the Plan had been substantially underfunded for years before the commencement of the Plan receivership.

6. On June 18, 2018, after an investigation by Wistow, Sheehan & Loveley, PC ("Special Counsel"), special counsel to the Plan Receiver, the Plan Receiver and certain Plan participants as putative class representatives sued the Legacy Hospital Entities, various Prospect entities, various Roman Catholic organizations, and others to recover damages for the benefit of the Plan and its participants (collectively, the "Pension Litigation") (*Del Sesto et al. v. Prospect CharterCARE, LLC et al.*, C.A. No. 18-cv-00328-WES (D. R.I.), and *Del Sesto et al. v. Prospect CharterCARE, LLC et al.*, C.A. No. PC-2018-4386 (R.I. Super.)).

7. In 2018, subject to court approval, the Legacy Hospital Entities, the Plan Receiver, and the putative class-action representatives entered into the Settlement "A" Agreement and the Settlement "B" Agreement, which brought the gross amount of approximately \$17.1 million into the Plan.

8. Both this Court and the U.S. District Court approved these settlements. The U.S. District Court also certified settlement classes for purposes of both Settlement "A" and Settlement "B", appointed the Plan participant plaintiffs as class representatives of all Plan participants, and appointed Special Counsel as class counsel for the two settlements.

¹ Certain capitalized terms used in this report are defined in the Fourth Report.

9. Despite these settlements, CCCB, RWH and SJHSRI remain nominal defendants in the Pension Litigation. The Liquidating Receiver continues to monitor developments in the litigation.

10. Both the temporary and permanent orders appointing the Liquidating Receiver directed him to perform the Legacy Hospital Entities' obligations under the settlement agreements. As this Court has directed, the Liquidating Receiver has been performing all of the Legacy Hospital Entities' current obligations under them.

Other Controversies with Prospect Entities

11. As more fully set forth in the Liquidating Receiver's Fourth Report, the Liquidating Receiver and various Prospect entities were parties to a number of substantial controversies, both in this liquidating receivership, the Plan receivership, the Delaware Chancery Court, and in administrative proceedings before the Rhode Island Department of Health and the Rhode Island Attorney General.

The Prospect/Angell Settlement

12. As of December 30, 2020, after extensive litigation and negotiations, and subject to approval by this Court and by the U.S. District Court, the Liquidating Receiver, the Plan Receiver, and the individual named plaintiffs in the Pension Litigation entered into a Settlement Agreement (the "Prospect/Angell Settlement Agreement") with Prospect Medical Holdings, Inc., Prospect East, Inc., Prospect CharterCARE, LLC, Prospect CharterCARE SJHSRI, LLC, and Prospect CharterCARE RWMC, LLC (collectively, the "Prospect Parties"), Sam Lee and David Topper (principals of the Prospect Parties), and The Angell Pension Group, Inc. ("Angell").

13. On March 4, 2021, this Court issued its decision approving the Prospect/Angell Settlement Agreement.

14. On March 26, 2021, the U.S. District Court granted preliminary approval of the

settlement as a good faith settlement, preliminarily certified the class of Plan participants for the purpose of the proposed settlement, and certified Wistow, Sheehan & Loveley, PC as class counsel. On July 29, 2021, the U.S. District Court entered an order granting final approval of the settlement and found that the settlement was made in good faith.

15. The following is a summary of the settlement terms and the implementation of the settlement:

(a) Settlement Payments. The Prospect Parties and Angell must pay an aggregate of \$30.1 million, allocated and to be paid as follows:

(1) Prospect Medical caused JPMorgan Chase Bank to deliver to the Plan Receiver a \$22.25 million irrevocable standby letter of credit and a \$5 million irrevocable standby letter of credit, each issued by the bank and naming the Plan Receiver as beneficiary. The Plan Receiver has drawn on the standbys and received full payment.

(2) The Prospect Parties paid the Liquidating Receiver \$100,000 in settlement of the parties' respective claims over revised final settlements from the Centers for Medicare & Medicaid Services for services that the legacy hospitals performed before the 2014 sale to Prospect.

(3) Angell has paid \$2.75 million into the Registry of this Court, and the Registry has paid this amount to the Plan Receiver.

(b) Category A Directors. The settlement addresses the controversies regarding the Category A Directors (appointed by the Liquidating Receiver) during the court approval process as follows:

(1) Prospect paid the Category A Directors their stipend of \$1,000 per month from the date of their appointment to the end of April 2021.

(2) Prospect must continue paying the stipend until the date on which the Category A Directors resign or are replaced or the settlement becomes void for any reason other than a breach of the settlement by the Prospect Parties, their principals, or Angell. Prospect has paid the stipend through August 31, 2021.

(3) The Category A Directors agreed not to attend board meetings during the settlement approval process. The LLC Agreement was amended to eliminate the

requirement for votes by the Category A Directors.

(4) The Category A Directors were relieved of any obligation to act in any way as directors of Prospect CharterCARE, LLC during the settlement approval process.

(5) The Prospect Parties and their principals indemnified the Category A Directors for any claims arising out of or related to any Category A Director not taking action as a director of Prospect CharterCARE, LLC. The indemnity is effective and applies from July 22, 2020 forward. If the settlement becomes void, the indemnity nevertheless applies from July 22, 2020 to the date on which the settlement becomes void.

(6) On August 18, 2021 after final court approval of the settlement, Prospect East removed the Category A Directors.

(c) Litigation. The settlement resolved the remaining controversies among the settling parties, specifically:

(1) On August 20, 2021, a stipulation was filed dismissing *CCCB v. Lee* with prejudice, subject to exceptions required by the settlement. The dismissal encompassed all pending motions in that action, including Prospect's motion for protective order and the Green Equity Investors entities' motion to dismiss.

(2) On August 22, 2021, a stipulation was filed dismissing the Delaware Chancery Action with prejudice, subject to exceptions required by the settlement.

(3) On August 23, 2021, the settlement parties filed a stipulation in the Plan Receiver's and individual plaintiffs' claims against the Prospect Parties in the Pension Litigation dismissing the claims between the plaintiffs and the Prospect Parties (but preserving all plaintiffs' claims against the remaining defendants).

(4) The Prospect Parties' pending motion to adjudge the Plan Receiver in contempt.

(5) The Prospect Parties' pending motion for protective order.

(6) The receivers' pending motion for reconsideration of this Court's October 19, 2020 decision denying their motion for injunctive relief against Adler Pollock & Sheehan P.C.

(7) CCCB's put option. On August 18, 2021, the Liquidating Receiver's assignment of the Hospital Interests to Prospect East was released from escrow and delivered to Prospect East.

(8) As noted above, claims between SJHSRI and RWH, on the one hand, and the Prospect Parties, on the other hand, regarding pre-2014 sale Medicare rate increases and adjustments.

(9) The disputes over the Category A Directors.

(10) The receivers' objections to Prospect's regulatory applications. Pursuant to the Prospect/Angell Settlement Agreement and the Stipulation and Consent Order (as defined therein), the receivers withdrew their objections, and the Prospect Parties asked the regulators to expressly condition any approvals on the Prospect Parties, their principals, and Angell fulfilling their obligations under the settlement agreement. In June 2021, the Rhode Island Attorney General approved Prospect's regulatory applications subject to a number of conditions, including a requirement that Prospect and the Leonard Green Partners entities post an \$80 million escrow to secure the Prospect entities' ongoing obligations to meet the operating obligations of Our Lady of Fatima Hospital and Roger Williams Medical Center, and waive the multi-million dollar management fee.

(d) Releases. The parties signed releases consistent with the settlement terms, and the releases were delivered to their respective beneficiaries on August 18, 2021.

(e) Wind-down Matters. However, the Prospect/Angell Settlement Agreement leaves in place the following:

(1) The records-retention and access obligations of the various Prospect entities.

(2) Prospect's obligations to cooperate with the Plan Receiver or other Plan administrator regarding employment documentation or other information.

(3) Ongoing transition and wind-down obligations regarding CCCB, SJHSRI or RWH.

16. In its final approval of the Prospect/Angell Settlement, the U.S. District Court expressly left open for later adjudication the claims of the non-settling defendants that the statute providing contribution protection to parties who make court-approved settlements related to the

Plan, R.I. Gen. Laws § 23-17.14-35, is either preempted by the federal Employee Retirement Income Security Act (ERISA) or is unconstitutional.

Proofs of Claim

17. On May 22, 2020, this Court ordered that the Plan Receiver may file a proof of claim in this receivership on behalf of all Plan participants, and that individual Plan participants are not required to file separate proofs of claim in their capacity as Plan participants. The Plan Receiver submitted a timely sworn proof of claim on behalf of the Plan and the Plan participants.

18. The bar date for creditors to submit sworn proofs of claim has expired.

19. Pursuant to the Prospect/Angell Settlement, the Prospect entities have already withdrawn their claims.

20. The Liquidating Receiver's obligations to cooperate with the Plan Receiver under Settlement "A" and the Orders of this Court include "opposing and seeking to limit the claims of other creditors where appropriate."

Pre-Receivership Workers Compensation Matters

21. For various times before this receivership, SJHSRI and RWH were each self-insured for workers compensation claims.

22. Pursuant to Settlement "A" and orders of this Court, in collaboration with the Plan Receiver, the Liquidating Receiver is investigating the open claims of several former employees, the administration of, and accounting for, the SJHSRI self-insurance program by the third-party administrator Beacon Mutual Insurance Company, and other related matters. In furtherance of this investigation, the receivers have issued discovery requests to Beacon.

23. Under Settlement "A" RWH assigned to the Plan Receiver its rights to a \$750,000 escrow fund at the R.I. Department of Labor and Training, which serves as security for potential self-insured obligations of RWH. Pursuant to that settlement, the receivers are collaborating on

the Plan Receiver's efforts to free this escrow for the benefit of the Plan.

Truk-Away Environmental Remediation Site

24. The R.I. Department of Environmental Management ("DEM") filed a \$50 million proof of claim in this receivership, based on allegations that SJHSRI and RWH generated hazardous materials that were ultimately deposited at the Truk-Away landfill site in Warwick, Rhode Island. A group of potentially responsible parties at the site have filed a \$16.7 million proof of claim in this receivership. The Liquidating Receiver disputes these claims and, pursuant to Settlement "A" and orders of this Court, is collaborating with the Plan Receiver to investigate these claims.

Coordination with the Plan Receiver and Special Counsel

25. Since the period covered by the Liquidating Receiver's Fourth Report, the Liquidating Receiver has received further specific requests and recommendations from the Plan Receiver and Special Counsel with respect to (i) seeking to recover or release additional funds that would be available for distribution to the Plan Receiver against his claims in this liquidating receivership, and (ii) opposing or limiting the claims of the Legacy Hospital Entities' other creditors as noted above. The Liquidating Receiver will continue to coordinate work on these matters with the Plan Receiver and Special Counsel to facilitate the speedy and just resolution of those issues and ultimately the closing of this liquidating receivership.

Other Matters

26. As stated above, the Liquidating Receiver continues to perform the Legacy Hospital Entities' current obligations under the settlement agreements with the Plan Receiver.

27. The Liquidating Receiver continues to collect distributions from various charitable trusts of which SJHSRI or RWH is a beneficiary.

28. At the Liquidating Receiver's request, this Court modified the receivership stay to

permit tort plaintiffs to prosecute cases against SJHSRI and RWH for claims that arose before June 20, 2014, on condition that the plaintiffs limit their recovery to any insurance proceeds.

29. The Liquidating Receiver continues to deal with subpoenas and other court process served on SJHSRI or RWH regarding medical records requests, accounts receivable that predate the sale to Prospect and were sold to Prospect in the 2014 sale, and other matters.

Interim Accounting

30. From January 1, 2021 to June 30, 2021, the Liquidating Receiver has made the following collections and disbursements:

	<u>CCCB</u>	<u>SJHSRI</u>	<u>RWH</u>	<u>Aggregate</u>
Starting cash	\$ 9,682.08	\$ 531,598.73	\$ 399,092.71	\$ 940,373.52
Receipts	-	135,276.94	216,000.91	351,277.85
Adjustment	-	-	(600.00)	(600.00)
Disbursements	20.00	67,716.26	130,528.44	198,264.70
Net income (loss)	\$ (20.00)	\$ 67,560.68	\$ 84,872.47	\$ 153,013.15
Ending cash	\$ 9,662.08	\$ 599,159.41	\$ 483,965.18	\$ 1,093,386.67

31. Attached hereto as Exhibit 1 is a consolidated income statement for the Legacy Hospital Entities from January 1, 2021 to June 30, 2021.

Request for Interim Compensation and Reimbursement of Expenses

32. From January 1, 2021 to June 30, 2021, the Liquidating Receiver and his counsel put in a total of 270.00 hours and advanced \$31.67 for expenses.

33. The Liquidating Receiver has given this Court a detailed statement of the Liquidating Receiver's time and expenses, and this statement (redacted for privileged and work-product information) is available to parties in interest on request.

34. The Liquidating Receiver asks this Court to award him compensation for services rendered and award him reimbursement for expenses advanced.

Notice to Parties in Interest

35. The Liquidating Receiver has served this Report and notice of the hearing thereon to counsel of record in this receivership and to counsel of record for the following parties in interest: the Plan Receiver; the named plaintiffs and the defendants in the Pension Litigation; the Prospect entities; and the defendants in *CCCB v. Lee*.

36. The Liquidating Receiver believes that this constitutes sufficient notice of this Report and of the Liquidating Receiver's requests for relief.

WHEREFORE, the Liquidating Receiver prays that this Court:

- (a) Accept, approve and ratify this Report.
- (b) Approve and ratify the acts of the Liquidating Receiver.
- (c) Award to the Liquidating Receiver an interim fee for services rendered and for expenses advanced and authorize the Liquidating Receiver to pay same from cash on hand.
- (d) Award to the Liquidating Receiver such other and further relief as this Court deems appropriate.²

² Attached to this Report is a proposed order.

Respectfully submitted,

Date: September 22, 2021

/s/ Thomas S. Hemmendinger
Thomas S. Hemmendinger #3122
Liquidating Receiver
Brennan, Recupero, Cascione, Scungio &
McAllister, LLP
362 Broadway
Providence, RI 02909
Tel. (401) 453-2300
Fax (401) 453-2345

CERTIFICATE OF SERVICE

I hereby certify as follows:

- 1) On September 22, 2021, I electronically filed the foregoing document. This document is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.
- 2) The following parties received electronic notice: any parties entered to be notified through the Electronic Filing System.
- 3) The document was served by United States Postal Service, postage prepaid, on the following persons: see separate certificate of service.

/s/ Thomas S. Hemmendinger
Thomas S. Hemmendinger

Exhibit 1
Receipts and Disbursements
(January 1 – June 30, 2021)

CharterCARE Community Board et al.
Profit & Loss Detail
 January through June 2021

5:13 PM
 09/08/21
 Accrual Basis

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Ordinary Income/Expense								
Income								
Accounts Receivable Collections								
Deposit	01/19/2021		Prospect CharterCA...	Settlement of ...		Roger Williams...	100,000.00	100,000.00
Total Accounts Receivable Collections								
Interest Income								
Deposit	01/31/2021			Interest		St. Joseph He...	6.12	6.12
Deposit	01/31/2021			Interest		Roger Williams...	2.72	8.84
Deposit	01/31/2021			Interest		Roger Williams...	2.55	11.39
Deposit	02/28/2021			Interest		St. Joseph He...	5.52	16.91
Deposit	02/28/2021			Interest		Roger Williams...	2.46	19.37
Deposit	02/28/2021			Interest		Roger Williams...	2.30	21.67
Deposit	03/31/2021			Interest		St. Joseph He...	6.12	27.79
Deposit	03/31/2021			Interest		Roger Williams...	2.72	30.51
Deposit	03/31/2021			Interest		Roger Williams...	2.55	33.06
Deposit	04/30/2021			Interest		Roger Williams...	2.47	35.53
Deposit	04/30/2021			Interest		St. Joseph He...	5.92	41.45
Deposit	04/30/2021			Interest		Roger Williams...	2.63	44.08
Deposit	05/31/2021			Interest		Roger Williams...	2.55	46.63
Deposit	05/31/2021			Interest		St. Joseph He...	6.12	52.75
Deposit	05/31/2021			Interest		Roger Williams...	2.72	55.47
Deposit	06/30/2021			Interest		Roger Williams...	2.47	57.94
Deposit	06/30/2021			Interest		St. Joseph He...	5.92	63.86
Deposit	06/30/2021			Interest		Roger Williams...	2.63	66.49
Total Interest Income							66.49	66.49
Trust Income								
Deposit	01/06/2021		Bank of America	Horton		Roger Williams...	24,561.43	24,561.43
Deposit	01/25/2021		Bank of America	Brown		Roger Williams...	9,389.75	33,951.18
Deposit	02/23/2021		Bank of America	Townsend		St. Joseph He...	67,134.36	101,085.54
Deposit	03/04/2021		Bank of America	Knight		Roger Williams...	3,640.50	104,726.04
Deposit	03/18/2021		Bank of America	Flint		Roger Williams...	5,450.50	110,176.54
Deposit	03/26/2021		Bank of America	Horton		Roger Williams...	24,561.43	134,737.97
Deposit	04/09/2021		Bank of America	Brown Fund		Roger Williams...	10,323.50	145,061.47
Deposit	05/20/2021		Bank of America	Townsend Co...		St. Joseph He...	67,134.36	212,195.83
Deposit	05/26/2021		Bank of America	Knight		Roger Williams...	3,640.50	215,836.33
Deposit	05/26/2021		Bank of America	Flint		Roger Williams...	5,450.50	221,286.83
Deposit	06/08/2021		Bank of America	Steinert		Roger Williams...	972.50	222,259.33
Deposit	06/08/2021		Bank of America	Steinert		St. Joseph He...	972.50	223,231.83
Deposit	06/29/2021		Bank of America	Horton		Roger Williams...	27,979.53	251,211.36
Total Trust Income							251,211.36	251,211.36
Total Income							351,277.85	351,277.85

CharterCARE Community Board et al.
Profit & Loss Detail
 January through June 2021

5:13 PM
 09/08/21
 Accrual Basis

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Expense								
Court-related Expense								
Check	02/26/2021	1033	Kyle Norigian	Constable - s...		Roger Williams...	112.00	112.00
Deposit	03/04/2021		Carlos Taraktzian	Subpoena fee		Roger Williams...	-11.00	101.00
Total Court-related Expense							101.00	101.00
Filing Fees								
Check	06/09/2021	1041	RI Secretary of State	2021 annual r...		Roger Williams...	20.00	20.00
Check	06/09/2021	1006	RI Secretary of State	2021 annual r...		CharterCARE -...	20.00	40.00
Check	06/15/2021	1023	RI Secretary of State	2021 annual r...		St. Joseph He...	20.00	60.00
Total Filing Fees							60.00	60.00
Insurance Expense								
Deposit	01/06/2021		Westport Insurance ...	Excess - reim...		St. Joseph He...	-23,117.42	-23,117.42
Deposit	01/06/2021		Westport Insurance ...	Excess - reim...		St. Joseph He...	-23,068.48	-46,185.90
Deposit	01/06/2021		Westport Insurance ...	Excess - reim...		St. Joseph He...	-444.17	-46,630.07
Check	01/21/2021	1018	Willis Towers Watso...	Balance due ...		St. Joseph He...	452.80	-46,177.27
Check	04/19/2021	1022	Beacon Mutual Insur...	Under reserva...		St. Joseph He...	46,630.07	452.80
Deposit	06/08/2021		Swiss Reinsurance	Workers com...		St. Joseph He...	-13,634.07	-13,181.27
Total Insurance Expense							-13,181.27	-13,181.27
Legal Fees								
Check	01/05/2021	1030	Oliverio & Marcacio...	Category A Di...		Roger Williams...	14,040.00	14,040.00
Check	02/12/2021	1032	Oliverio & Marcacio...	Category A Di...		Roger Williams...	4,884.63	18,924.63
Check	02/26/2021	1034	Chace Ruttenberg &...	Inv. 3352		Roger Williams...	2,261.00	21,185.63
Check	06/08/2021	1040	Oliverio & Marcacio...	Inv. 6003 in full		Roger Williams...	10,860.00	32,045.63
Total Legal Fees							32,045.63	32,045.63
Mailing service								
Check	01/28/2021	1020	Relevant Discovery	Report and pe...		St. Joseph He...	790.83	790.83
Total Mailing service							790.83	790.83
Other Income								
Deposit	05/26/2021		Transamerica	Employer rei...		St. Joseph He...	-2,644.67	-2,644.67
Total Other Income							-2,644.67	-2,644.67
Receiver's Fees and Expenses								
Check	01/02/2021	1017	BRCSM	3d interim fee...		St. Joseph He...	40,200.77	40,200.77
Check	01/02/2021	1029	BRCSM	3d interim fee...		Roger Williams...	40,200.78	80,401.55
Check	03/08/2021	1021	BRCSM	4th interim fee...		St. Joseph He...	42,530.60	122,932.15
Check	03/08/2021	1035	BRCSM	4th interim fee...		Roger Williams...	42,530.60	165,462.75
Total Receiver's Fees and Expenses							165,462.75	165,462.75

CharterCARE Community Board et al.
Profit & Loss Detail
 January through June 2021

5:13 PM
 09/08/21
 Accrual Basis

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Records Management								
Check	01/22/2021	1031	Xact Data Discovery	Monthly charge		Roger Williams...	2,631.93	2,631.93
Check	03/08/2021	1036	Xact Data Discovery	49-13048/49-...		Roger Williams...	2,629.70	5,261.63
Check	03/18/2021	1037	Xact Data Discovery	49-13853/49-...		Roger Williams...	2,629.70	7,891.33
Check	04/22/2021	1038	Xact Data Discovery			Roger Williams...	2,629.70	10,521.03
Check	05/25/2021	1039	Xact Data Discovery			Roger Williams...	2,629.70	13,150.73
Check	06/25/2021	1042	Xact Data Discovery			Roger Williams...	2,479.70	15,630.43
Total Records Management							15,630.43	15,630.43
Total Expense							198,264.70	198,264.70
Net Ordinary Income							153,013.15	153,013.15
Net Income							153,013.15	153,013.15

Exhibit 2

Proposed Order

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

In re:

CharterCARE Community Board; St. Joseph
Health Services of Rhode Island; and Roger
Williams Hospital

C.A. No. PC-2019-11756

**ORDER ACCEPTING AND APPROVING LIQUIDATING RECEIVER'S FIFTH
REPORT AND REQUEST FOR INTERIM COMPENSATION**

This matter came before this Court on October 7, 2021, Justice Stern presiding, on the Fifth Report and Request for Interim Compensation (the "Report") by Thomas S. Hemmendinger (the "Liquidating Receiver"), permanent liquidating receiver of CharterCARE Community Board, St. Joseph Health Services of Rhode Island, and Roger Williams Hospital (the "Legacy Hospital Entities"). After consideration of the Report and any response thereto, and after hearing all parties present and interested, it is hereby ORDERED as follows:

1. The Liquidating Receiver gave due and adequate notice of the Report and of the date and time of this Court's consideration of the Report to counsel of record in this receivership and to counsel of record for the following parties in interest: Stephen Del Sesto (the "Plan Receiver"), receiver of the St. Joseph Health Services of Rhode Island Retirement Plan (the "Plan"); the named plaintiffs and the defendants in *Del Sesto et al. v. Prospect CharterCARE, LLC et al.*, C.A. No. 18-cv-00328-WES (D. R.I.), and *Del Sesto et al. v. Prospect CharterCARE, LLC et al.*, C.A. No. PC-2018-4386 (R.I. Super.); the Prospect entities; and the defendants in *CharterCARE Community Board et al. v. Lee et al.*, C.A. No. PC-2019-3654 (R.I. Super.).

2. The Report is accepted and approved, and all actions of the Liquidating Receiver in this case through the date of the Report are approved and ratified.

3. The Liquidating Receiver is awarded an interim fee of \$_____ for

services rendered from January 1, 2021 to June 30, 2021 and is awarded reimbursement for expenses advanced from January 1, 2021 to June 30, 2021 in the amount of \$_____. The Liquidating Receiver is instructed to pay himself this fee and this reimbursement from the Legacy Hospital Entities' cash on hand.

ENTER:

PER ORDER:

Stern, J.

Date: _____, 2021

Presented by Thomas S. Hemmendinger #3122, Brennan, Recupero, Cascione, Scungio & McAllister, LLP, 362 Broadway, Providence, RI 02909, tel. (401) 453-2300, fax (401) 453-2345, e-mail themmendinger@brasm.com

CERTIFICATE OF SERVICE

I hereby certify that on September 22, 2021:

- 1) I electronically filed the foregoing document. This document is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.
- 2) The following parties received electronic notice: any parties entered to be notified through the Rhode Island Judiciary's Electronic Filing System.
- 3) The document was served by United States Postal Service, postage prepaid, on the following persons: N/A

/s/ Thomas S. Hemmendinger
Thomas S. Hemmendinger