

JAMES J. DONELON, COMMISSIONER	:	SUIT NO.: 651,069 SECTION: 22
OF INSURANCE FOR THE STATE OF	:	
LOUISIANA, IN HIS CAPACITY AS	:	
REHABILITATOR OF LOUISIANA	:	
HEALTH COOPERATIVE, INC.	:	
	:	
VERSUS	:	19 <sup>TH</sup> JUDICIAL DISTRICT COURT
	:	
TERRY S. SHILLING, GEORGE G.	:	
CROMER, WARNER L. THOMAS, IV,	:	
WILLIAM A. OLIVER, CHARLES D.	:	
CALVI, PATRICK C. POWERS, CGI	:	PARISH OF EAST BATON ROUGE
TECHNOLOGIES AND SOLUTIONS,	:	
INC., GROUP RESOURCES	:	
INCORPORATED, BEAM PARTNERS,	:	
LLC, AND TRAVELERS CASUALTY	:	
AND SURETY COMPANY OF	:	
AMERICA	:	STATE OF LOUISIANA

**THE RECEIVER’S REPLY REPORT  
REGARDING THE STATUS OF RISK CORRIDOR PAYMENTS  
AND MONTHLY STATUS REPORT REGARDING *HEALTH REPUBLIC***

**NOW INTO COURT**, through undersigned counsel, comes the duly appointed Receiver of LAHC (“Plaintiff” or the “Receiver”), who respectfully files this Reply Report Regarding the Status of Risk Corridor Payments (“Reply”) to comply with this Honorable Court’s instructions to (a) provide backup documentation and details to support the amounts outlined in “Receiver’s Status Report Regarding Risk Corridor Expectations” filed herein on June 15, 2020 (the “Status Report”) and to reply to “Defendants Response to Receiver’s Status Report Regarding Risk Corridor Expectations” filed herein on July 15, 2020 (the “Response”); and (b) to file a Monthly Status Report the Health Republic class action. Each of these matters is discussed in turn.

**A. REPLY TO DEFENDANTS’ RESPONSE REGARDING RISK CORRIDOR  
PAYMENTS AND IMPACT UPON THIS LITIGATION**

**1. Introduction**

In his original Status Report, filed to refute Defendants’ erroneous suggestion that the Receiver no longer has a viable cause of action and/or compensable damages, the Receiver essentially reported to this Court that, despite the favorable result in *Health Republic* and the expectation of recovering approximately \$63 million in Risk Corridor payments from the federal government, that LAHC still has “tens of millions of dollars of losses for which the defendants must answer.” Specifically, the Receiver estimated LAHC’s excess losses to be approximately \$30 million on top of the expected \$63 million that he expects to be paid by the federal government.

Simply stated, the Risk Corridor payment will not make LAHC whole, and it still has sustained substantial losses which are potentially recoverable from Defendants.

In their Response, Defendants do not accept the Receiver's estimate amounts and, in essence, demand that the Receiver show his work and substantiate his numbers. Specifically, the Defendants inform this Court that "it is imperative that the Rehabilitator produce to the Defendants":

- a. "all of the reports and other filings from the Rehabilitation Action that, *inter alia*, reflect the amounts recovered by, and still owed to, LAHC,"
- b. show the "purported obligations of the Rehabilitator to third parties," and
- c. "any details concerning the federal government's claims against LAHC's estate."

Response, p. 2. Unfortunately, the tone of Defendants' Response is erroneously and unnecessarily accusative; it wrongly suggests that the Receiver has something to hide and has not administered LAHC well or appropriately in Receivership. Nothing could be further from reality.

Indeed, although insurance Receivers engaged in litigation typically and rightfully maintain that any post-Receivership information is categorically non-discoverable,<sup>1</sup> the Receiver here has acknowledged that the recovery of approximately \$63 million in Risk Corridor payments does, in fact, adjust and impact the potential damages recoverable by him as Plaintiff in this case. If the expected \$63 million payment from the federal government would satisfy all of LAHC's creditors and, in effect, wipe out all of LAHC's losses, then Defendants would have a point. Here, despite this \$63 million Risk Corridor payment, LAHC will still owe creditors, including primarily the federal government, more than \$27 million or so. Rather than refuse to produce any post-Receivership information at all, as detailed below, the Receiver here has now voluntarily produced numerous post-Receivership documents, reports, proof of claims, and analysis in order to demonstrate to Defendants and this Honorable Court that the losses sustained by LAHC far exceed the amount of the expected Risk Corridor payments.

Significantly, Defendants are under the erroneous impression that the reports and other documents they are seeking were filed under seal in the Receivership Court and have therefore

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<sup>1</sup> Insurance Receivers, like Insurance Regulators, are shielded from liability claims, comparative fault allegations, and related attempts to reduce a defendant's responsibility, because of acts performed in the context of or related to a Receivership proceeding. La. R.S. 22:2043.1. Absent compelling evidence of fraud or other egregious intentional conduct, what a Receiver does or does not do (and how relatively well or poorly he may do it) post-Receivership, is completely irrelevant to this litigation action. As such, Defendants' attempts here to have their potential liability reduced in some way by second-guessing or criticizing decisions made by the Receiver are unfounded and should be dismissed out of hand.

been unavailable to them. This is simply incorrect. With the exception of the invoices submitted by the Receiver, counsel, and consultants and contractors hired by the Receiver to help him administer LAHC post-Receivership, all but two of the “reports” and other documents sought by Defendants are already public record. Undersigned counsel’s firm’s contracts with the Receiver (Exhibits 27 and 28), all of the prior settlements with former defendants (Exhibits 24-26-A), and the motions and orders regarding authority to negotiate and settle the claims involving the federal government (Exhibits 21-A—21-I), are all part of the public record and have not been hidden from Defendants in any way. As a convenience to Defendants, since the filing of their Response about two weeks ago, undersigned counsel has gathered the most relevant of these documents for them and produce them now (even though nothing prevented them from doing this on their own). Why defendants have not reviewed these publicly available documents before now, and instead chose to demand that the Receiver produce them in this separate proceeding, is unknown.

As discussed in greater detail in Receiver’s Response to Defendants’ Discovery Requests, filed simultaneously herein, the only documents that are not being produced to Defendants are those documents which were filed under seal in the Receivership Court pursuant to that Court’s Order. [See Exhibit A, Excel Spreadsheet which identifies those specific documents that are under seal]. Given that the amounts paid pursuant to the invoices submitted are publicly available, not to mention that these confidential invoices contain privileged work product, there is simply no good reason or purpose for the Receivership Court’s prior Order to be challenged, much less disturbed.<sup>2</sup>

Furthermore, because Defendants have access to all of the third-party contracts filed in the Receivership Action (including my firm’s contracts, Exhibits 27 and 28, and all prior settlements, Exhibits 24—26-A), the Receiver has held nothing back from Defendants that might satisfy their demand for “purported obligations of the Rehabilitator to third parties.” Indeed, even though many were not filed in the Receivership Action, the Receiver has voluntarily produced 40 Proof of Claims (Exhibits 18, 19, 20, 21-E and 21-E.1). Similarly, as discussed in detail herein, the Receiver has voluntarily provided, analyzed, and produced supporting documentation regarding the “details concerning the federal government’s claims against LAHC’s estate.” As such, the

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<sup>2</sup> As stated in the Receiver’s Response to Defendants’ Discovery Requests Regarding Post Receivership Documents, if Your Honor would like to review these invoices which are under seal in the record of the Receivership Court, undersigned counsel will take the necessary steps to obtain and produce them to Your Honor for *in camera* inspection without delay. As argued elsewhere, however, the Receiver respectfully suggests that such a laborious undertaking by both undersigned counsel and Your Honor is not warranted under the circumstances presented here.

Receiver has more than adequately responded to each of the three (3) requests for post- Receivership documents and information demanded by Defendants.

## **2. Backup Documentation and Detailed Analysis of Calculations**

Attached to this Reply is a DVD-ROM containing a Calculation of Deficit (numbered 00) and 17 additional exhibits (numbered 001 through the 017<sup>3</sup>) that provide the underlying figures that make up the Calculation of Deficit and the remaining documents that support the Calculation of Deficit and schedules estimated by the Receiver. Attached hereto is an index identifying and listing the documents contained on this DCD-ROM. One can think of the Calculation of Deficit (Document 00) as the analog of a tax return, with Documents 01 through 017 being analogs for tax schedules. The “schedules” contain the detail for the overall figures contained in the “tax return.”

## **3. Recent Developments**

Defendants spend 1½ pages of their Response discussing post-Status Report events in *Health Republic*. They say they “learned of these developments ... by searching the docket last week ...,” implying that the information was somehow withheld from them. The Defendants neglect to inform the Court that the Receiver specifically noted in footnote 6 of the Status Report that he expected rapid movement in *Health Republic*. Defendants also fail to point out that the events they “learned of ... by searching the docket” happened only five calendar days (three business days) before their Response was filed. The Receiver is not hiding *Health Republic* events, nor does he have any reason to. The Receiver vehemently denies any implication to the contrary.

In fact, the Receiver has already agreed to file monthly status reports regarding the *Health Republic* class action as reflected in the proposed ORDER filed herein yesterday. And according to this same ORDER, the Receiver has already agreed to “notify this Court and defendants of any [*Health Republic*] order, agreement or judgment within two business days of Plaintiff’s receipt of the same.” Once again, Defendants’ complaints are unwarranted.

## **4. The Roof Opinion**

The point of the Defendants’ Section II of their Response (pp. 2-5) is obscure. Are they seeking a ruling of no cause of action or some kind of summary judgment? If so, they have not come anywhere close to following proper procedure, they have not given the Receiver adequate

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<sup>3</sup> Of note are Documents 11 and 11-A. Document 11-A was the schedule of Proofs of Claims of vendors containing a data entry error identifying a claim at \$2,632,633.00 which was in fact a claim for \$26,326.63. This error was corrected in Document No.11 and supports the reduction in outstanding liabilities from the Receiver’s last report.

time to reply, and they have neither set nor requested a hearing date. And if not, why are they arguing the merits of whether certain set-offs and interest payments are or are not appropriate in a so-called “Response to Status Report”?

The Receiver does not dispute that once Risk Corridor payments are received, damages payable by the defendants to the Receiver will be reduced. The Receiver said as much, several times, in the Status Report, and certainly reaffirms this fact again here. But as to the further argument that Risk Corridor delays eliminated the Defendants’ financial responsibility for their own gross negligence, the Receiver respectfully disagrees.

The only authority cited in Defendants’ Response to support their position is *Roof v. Beam Partners, LLC*. While the Receiver reiterates that arguments on the merits are premature at this time, a brief look at *Roof* is instructive.

The *Roof* opinion is a trial court opinion from Kentucky (hence, of no precedential value here). It is an unpublished opinion (it does not appear in any official reporter; indeed, it does not even show up on Westlaw). It is not a final determination (it is on appeal). It involves dismissal of claims against Directors only (the instant case is primarily against other kinds of defendants, as to whom a very different burden of proof applies).<sup>4</sup> *Roof* primarily addresses issues concerning whether an individual board member could be held liable for the Board’s group actions, and whether sufficient proof had been presented to overcome the business judgment rule (issues that are inapposite here). One of the major reasons why summary judgment was warranted in *Roof* was that the directors relied upon an actuary, namely Milliman, upon whom it was found reasonable for the directors to rely (this finding hardly helps the actuaries and third party administrators who are the main remaining defendants here). And while *Roof* does talk about the effect of risk corridor payments being withheld by the federal government, it does so in the context of pointing out that the Board, in its business judgment, was reasonable in relying on the expected payments and was not “grossly negligent” in so doing (an analysis that has no applicability to the key remaining defendants here).<sup>5</sup>

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<sup>4</sup> The judge in *Roof* applied a “clear and convincing” standard to determine if “gross negligence” or “willful and wanton conduct” had been shown, sufficient to override the “business judgment rule” uniquely applicable to directors. A very different burden applies to proving the fault of the non-director defendants in the case at bar.

<sup>5</sup> Unlike the situation in *Roof*, the Receiver here has directly asserted claims against the actuaries, Milliman and Buck, and the third-party administrator, GRI, who were grossly incompetent in doing their work for LAHC. In *Roof*, the Receiver claimed that the directors of the failed co-op were grossly negligent in hiring Milliman and CGI.

Finally, the Receiver points out that *Roof* arose in the context of a summary judgment motion undertaken **after adequate discovery had been completed**, a matter specifically addressed in detail by the *Roof* court. In the instant case, however, document discovery is not complete by a long shot, and not a single deposition has yet been taken.

## 5. Set-Off Issues

As with the lengthy discussion of *Roof*, the lengthy discussion of “set-off” by the defendants is puzzling. Do the defendants expect this Court to decide, in the context of a so-called “Response to Status Report,” and without full briefing and a hearing, what set-off rights the United States Government has for loans it made under a federal statute? If this Court were to attempt to do so, it would need to take into account the Federal Waiver approved by the Receivership Court that expressly allows the federal government to receive some set-offs against the risk corridor payment (see attached Exhibit 21, *in globo*, containing the Federal Waiver documents).

The set-off issue is actually irrelevant to the instant case, except insofar as the negotiations concerning same have affected when the risk corridor payment will be made by the government. Set-off was mentioned (cursorily) in the Status Report solely because of its effect on expected timing of the payment. As a substantive matter, set-off goes only to the question of which LAHC creditors get paid by the Receiver, once the risk corridor payment is released, not how much credit the defendants get to reduce their responsibility for damages. Whether the risk corridor payments are applied to pay the federal government or to pay other LAHC creditors is simply none of the defendants’ business and none of their concern. That, as has been demonstrably shown, excess damages above \$27 million still exist even after the risk corridor payment is received, preterms the Defendants’ speculation regarding whether and to what extent—or in what priority—the risk corridor payments should or should not off-set LAHC’s massive debt owed to the federal government.

Not that it matters, but the Receiver actually agrees that most of the money owed to the federal government cannot be set-off against the upcoming risk corridor payments. The Receiver said as much in footnote 8 to the Status Report. Indeed, since the filing of the Status Report, the Receiver reached agreement with the federal government that the government will get a set-off only as to the “Startup Loan” (approximately \$17 million), but not as to the much larger “Solvency Loan” owed by LAHC. See discussion below at Part B for more details regarding this agreement

with the federal government. The set-off or lack thereof does not affect the defendants' liability, or their damages exposure, one iota.

**6. Defendants' Erroneous Suggestion that Federal Government is not Permitted to any Set-Off**

In brief, Defendants erroneously suggest to this Court that the Rehabilitation Order precludes any lender from "exercise[ing] any form of set-off, alleged set-off, lien, any form of self-help whatsoever ... without permission of this Court." (Response, p. 5). Defendants are correct that the Receiver must seek and receive the approval of the Receivership Court when making decisions regarding set-offs or transfers of any funds or assets within his control. And that is exactly what the Receiver did when negotiating an agreement with the federal government regarding its alleged set-off rights.

In September 2016, the Receiver filed a motion in the Receivership Court for authority to negotiate a release agreement with the federal government that included, *inter alia*, the right to negotiate set-off rights with the federal government. Exhibits 21-A, 21-A.1. On September 21, 2016, the Receivership Court signed an Order authorizing the Receiver to do just that. Exhibit 21-A. After negotiating this issue with the federal government for several years, in September 2019, the Receiver filed a motion in the Receivership Court seeking authority to enter into a release with the federal government that gave the federal government "the right to offset any amounts owed and not yet paid by the United States to Louisiana Health against the ACA Claim pursuant to 45 C.F.R. Sec. 156.1215, as in effect as of December 31, 2015." Exhibit 21-F. On September 11, 2019, the Receivership Court signed an Order authorizing the Receiver to enter into this release agreement with the federal government and, in effect, allow the federal government to offset any future amounts paid by the federal government against the total debt owed by LAHC to the government. Exhibit 21-G. Contrary to Defendants' erroneous understanding and suggestion to this Court to the contrary, the Receiver sought and was given permission by the Receivership Court to allow the federal government to offset all of LAHC's debt. As explained below, earlier this month, rather than allow the federal government to use its \$63 million risk corridor payment to offset both the startup loan amount (~\$17 million) and the solvency loan amount (~\$53 million), the Receiver effectively negotiated with the federal government to allow setoff only against the approximately \$17 million in startup loans. Once again, Defendants are mistaken.

Similarly, during recent telephone conferences with defense counsel, certain defense counsel have asked very specific questions about undersigned counsel's firm's fee arrangement with the Receiver and how much money the Receiver has or may pay in attorneys' fees. Such inquiries, besides being offensive and inappropriate, are completely irrelevant to this proceeding. Putting aside the irrelevance and harassing nature of such questions, the Receiver has nonetheless chosen to point out to Defendants that the Receiver's contracts with our firm are public record, Exhibits 27 and 28 (and were all submitted to and approved by the Receivership Court), that prior settlements are public record, Exhibits 24—26-A (and were all submitted to and approved by the Receivership Court), and that the expected \$63 million in Risk Corridor payments is public record (and as explained above, the Receiver sought and received permission from the Receivership Court for the federal government to offset the full amount); if anyone is interested in calculating our firm's contingency fee, they may readily do so. Again, however, such an inquiry is categorically improper and immaterial in this proceeding. And, to put an even finer point on this issue, the Receiver has this date filed a Motion for Leave to File a Third Amended Petition that voluntarily dismisses any claim he may have for attorneys' fees and/or administrative expenses incurred in relation to this litigation or the Receivership Action.

#### **B. MONTHLY STATUS REPORT REGARDING *HEALTH REPUBLIC***

The ORDER submitted to this Court yesterday provides that “plaintiff shall, on the last Friday of every month, file with the Court and serve on all Defendants a report concerning the status of: (1) LAHC's claims against the United States in *Health Republic* ...; (2) Plaintiff's and/or LAHC's claims against the United States filed or otherwise asserted in any other action; and (3) any claims by the United States against LAHC, including but not limited to claims filed or otherwise asserted in *Health Republic*, or in the [LAHC “Rehabilitation Action”].” The Receiver's first such monthly status report is due today, July 31<sup>st</sup>.

The Receiver reports as follows:

(1) After extensive negotiation and discussions, the federal government and the Receiver agreed to move the federal court in the Health Republic case to enter a stipulated judgment in favor of LAHC for a total of approximately \$63 million in risk corridor payments and a stipulated judgment in favor of the federal government allowing it to offset approximately \$17 million of this amount against the start up loans given to LAHC. These stipulated judgments were accepted and



issued by the federal court in the Health Republic on July 23, 2020; a copy of this ORDER is attached hereto as Exhibit 15.

(2) The Receiver has no other claims against the federal government;

(3) Other than the federal government's claims against LAHC for the repayment of its startup loans and solvency loans, and related charges, asserted in the LAHC Rehabilitation Action, the Receiver is not aware of any other claims by the United States against LAHC.

Additionally, following the Zoom status conference of July 16<sup>th</sup>, counsel for Milliman asked the Receiver to report whether, after the federal government renders payment of the \$63 million risk corridor amounts owed to LAHC, any remaining claims asserted by LAHC will remain pending in federal court. Undersigned counsel was told by lead class counsel that the July 23<sup>rd</sup> ORDER of the federal court will resolve all of LAHC's claims, and that after payment is rendered, LAHC will have no pending claims in that venue.

### **Conclusion**

The Receiver has addressed Defendants concerns and voluntarily provided evidentiary support for the undeniable, and demonstrably apparent fact that LAHC's losses exceed the amount of the expected Risk Corridor payments by more than \$27 million or so. The Receiver hopes that Defendants agree with the sufficiency of the Receivers' voluntary response and production of post-Receivership documents and information. If, however, Defendants contest the sufficiency of the Receiver's response and production regarding these post-Receivership matters, then pursuant to this Court's prior ORDER filed herein on July 10<sup>th</sup>, the Receiver will insist on following the applicable rules regarding discovery motions, an opportunity for all interested parties to brief the issues fully, and a contradictory hearing regarding these important discovery issues that impact not only this specific case, but potentially other pending and future Receivership proceedings.

This is not the first case where defendants challenge the extent and amount of a plaintiff's recoverable damages. Like in any other case, issues surrounding such damage issues should be explored through discovery and appropriate pre-trial motion practice if indicated. Defendants cite no cases or authority to support their position that because they may have an argument that the Receiver's ultimate damages may be impacted or reduced by the recovery of Risk Corridor payments, that discovery and pre-trial practice should be suspended or delayed in any way. The Receiver's efforts to hold defendants responsible for their tortious conduct have already been frustrated by the more than two-year delay caused by the first circuit's stay order. The Receiver

respectfully requests that Your Honor reject Defendants' attempts to make this case somehow about what happened after Receivership instead of what caused the Receivership in the first place; the parties should proceed with discovery and pre-trial practice in an orderly and efficient manner by issuing a new CMS without further delay.

Respectfully submitted,



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**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing has been furnished via e-mail to all counsel of record as follows, this 31<sup>st</sup> day of July, 2020, in Baton Rouge, Louisiana.

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J. E. Cullens, Jr.

## INDEX TO DOCUMENT PRODUCTION

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