

HEARING DATE: FEBRUARY 11, 2022 AT 12:00 PM VIA WEBEX

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

St. Joseph Health Services of Rhode Island,
Inc

C.A. No. PC-2017-3856

vs

St. Joseph Health Services of Rhode Island
Retirement Plan, as amended

**LIQUIDATING RECEIVER'S AND PLAN RECEIVER'S JOINT PETITION FOR
APPROVAL OF SETTLEMENT WITH BEACON MUTUAL INSURANCE COMPANY
AND R.I. DEPARTMENT OF LABOR AND TRAINING**

Thomas S. Hemmendinger (the "Liquidating Receiver"), the permanent liquidating receiver of St. Joseph Health Services of Rhode Island ("SJHSRI"),¹ and Stephen Del Sesto (the "Plan Receiver"), the permanent receiver of the St. Joseph Health Services of Rhode Island Retirement Plan (the "Plan"), seek this Court's approval of the Beacon/DLT Settlement Agreement (defined below). In support of this petition, the Liquidating Receiver and Plan Receiver (collectively the "Receivers") state as follows:

Background of the Liquidation Proceedings

1. The Legacy Hospital Entities and the Plan Receiver (together with certain Plan

¹ The Liquidating Receiver is also the liquidating receiver of CharterCARE Community Board ("CCCB") and Roger Williams Hospital ("RWH") (each also with SJHSRI, individually, a "Legacy Hospital Entity" and, collectively, the "Legacy Hospital Entities").

participants²) entered into a settlement agreement dated as of August 31, 2018 (“Settlement A”). On November 16, 2018, Settlement A received approval from the Superior Court, in the action captioned *St. Joseph Health Services of Rhode Island, Inc. v. St. Joseph Health Services of Rhode Island Retirement Plan*, C.A. No. PC-2017-3856 (the “Plan Receivership Proceedings”). On October 9, 2019, Settlement A received final approval from the U.S. District Court, in the action captioned *Stephen Del Sesto, as Receiver and Administrator of the St. Joseph Health Services of Rhode Island Retirement Plan, et al. v. Prospect CharterCARE, LLC, et al.*, C.A. No. 1:18-CV-00328-WES-LDA (D.R.I.) (the “Federal Action”).³

2. Pursuant to paragraphs 1(s) and 21 of Settlement A, the Legacy Hospital Entities petitioned themselves into judicial liquidation. Pursuant to paragraph 28 of Settlement A, the Legacy Hospital Entities have agreed they were jointly and severally liable to the Plan Receiver and the other plaintiffs in the Federal Action for at least \$125,000,000. Pursuant to paragraph 24 of Settlement A, the Legacy Hospital Entities agreed “to cooperate with and follow the requests of the [Plan] Receiver and to take all reasonable measures in the Liquidation Proceedings to obtain court approval of the Petitions for Judicial Liquidation, including but not limited to marshalling the Settling Defendants' Other Assets and other rights of the Settlement Defendants and opposing and seeking to limit the claims of other creditors where appropriate.” By Superior Court order dated January 17, 2020, “the Liquidating Receiver on behalf of the Petitioners [the Legacy Hospital Entities] shall perform and continue to perform their obligations under the Settlement Agreement, including, but not limited to paragraph 24 of the Settlement A Agreement”

3. Thomas S. Hemmendinger was appointed Temporary Liquidating Receiver on

² I.e. Gail J. Major, Nancy Zompa, Ralph Bryden, Dorothy Willner, Caroll Short, Donna Boutelle, and Eugenia Levesque, who are named plaintiffs in the Federal Action.

³ In connection with approval of Settlement A, the U.S. District Court certified a settlement class, appointed the individuals named *supra* in footnote 2 as class representatives, and appointed Wistow, Sheehan & Loveley, PC as class counsel.

December 18, 2019 and was appointed Permanent Liquidating Receiver on January 17, 2020.

4. On May 18, 2020, the Plan Receiver (on behalf of himself, all participants and beneficiaries in the Plan, and all members of the settlement classes certified in the Federal Action) filed a proof of claim in the liquidating receivership against all the Legacy Hospital Entities in an amount exceeding \$125,000,000 (less certain deductions). The Plan Receiver's claim is subject to this Court's approval and, as filed, is the largest claim in the Liquidating Receivership. Further, the Liquidating Receiver does not dispute the claim as filed and acknowledges that the ultimate liquidated amount of the claim is likely to be significantly in excess of \$125,000,000. Thus, the Plan Receiver is interested in both maximizing the amounts payable on his claim and limiting the claims of other creditors. After review and investigation, the Liquidating Receiver has opposed and seeks to limit the claims of all other creditors.

The TPA Agreement

5. From approximately 1986 to 1999, SJHSRI maintained a form of self-insurance program for its employees' workers compensation claims. Under this program, SJHSRI had and has workers compensation coverage with carriers other than Beacon for amounts in excess of self-insured retentions ("SIRs"). In connection with this program, as of November 1, 2010, SJHSRI engaged The Beacon Mutual Insurance Company ("Beacon") and entered into a Third Party Administration Agreement (the "TPA Agreement"). Under the TPA Agreement, Beacon agreed to administer the workers compensation claims that arose during the self-insurance period as third-party administrator ("TPA").

6. According to the TPA Agreement, Beacon would advance the payments to employee claimants and later bill SJHSRI for the amounts advanced. SJHSRI would pay Beacon, and Beacon was supposed to seek reimbursement on behalf of SJHSRI from SJHSRI's excess carriers (for coverage beyond SJHSRI's SIRs). In addition, Beacon was supposed to seek reimbursement on

behalf of SJHSRI from the Rhode Island Department of Labor and Training (“DLT”), which covered some of the workers compensation claims through its Second Injury Fund or otherwise.

7. As of the commencement of this liquidating receivership, there were six open claims covered by the TPA Agreement. As of the date of this petition, four of those claims remain open.

The Dispute

8. Disputes have arisen among Beacon, DLT, the Liquidating Receiver, and the Plan Receiver, related to workers compensation claims against SJHSRI and funding sources to pay those claims.

9. In connection with these disputes, in June 2021, Beacon filed a proof of claim in the liquidating receivership for \$22,398.88 for advances that Beacon made to workers compensation claimants through the end of May 2021. Beacon has continued to advance workers compensation benefits on the open workers compensation claims and has purported to reserve the right to amend the proof of claim to add additional amounts for such advances.⁴

10. The Receivers claimed that Beacon likely failed to obtain full reimbursement from excess insurance carriers or DLT and that these payment sources should fully cover all workers compensation claims. Beacon disputes these assertions.

11. The Receivers claimed that DLT likely failed to pay in full for workers compensation claims that are covered by state resources, including the Second Injury Fund. DLT disputes these assertions.

12. The Receivers investigated the various claims of the parties. In furtherance of this investigation, in August 2021, the Liquidating Receiver served subpoenas *duces tecum* on Beacon. Beacon produced some, but not all, of the requested documents. In September 2021 after the parties

⁴ On January 21, 2022, Beacon claimed it was owed \$68,174.40 as of December 31, 2021.

could not resolve the discovery dispute, the Receivers filed a joint motion in the liquidating receivership to enforce the subpoenas.

13. This Court heard the joint motion and Beacon's objection thereto on October 26, 2021, referred the matter to Justice Silverstein for a discovery conference, and otherwise took the motion and objection under advisement.

The Proposed Beacon/DLT Settlement

14. Since that time, after extensive negotiations Beacon, DLT and the Receivers have reached a proposed settlement agreement that not only resolves the joint motion but also the disputes among the settling parties over the TPA Agreement and the SJHSRI workers compensation claims (the "Beacon/DLT Settlement Agreement").

15. A copy of the Beacon/DLT Settlement Agreement is attached hereto as Exhibit 1 and incorporated into this petition by reference.

16. The Beacon/DLT Settlement Agreement becomes effective only if this Court approves it in both the liquidating receivership and the Plan receivership.

17. The major terms of the Beacon/DLT Settlement Agreement are as follows:

(a) DLT shall assume full liability for ongoing administration and payment of all workers compensation claims covered by the TPA Agreement.

(b) Neither Beacon nor DLT shall make any claim against either of the Receivers, including claims for administration or payment/reimbursement of the claims.

(c) Neither Beacon nor DLT shall seek payment or reimbursement from any source that would, by making such payment or reimbursement, acquire any subrogation or other rights against SJHSRI or the Receivers.

(d) Beacon and DLT release each of the Receivers from any claims arising from or related to the TPA Agreement.

(e) The Receivers release each of Beacon and DLT from any claims arising from or related to the TPA Agreement other than claims for breach of the Settlement Agreement, claims relating

to contracts or agreements that were entered into exclusive of the TPA Agreement, any insurance policies issued to SJHSRI by Beacon, and claims against third parties.

(f) The TPA Agreement shall be terminated.

(g) Each settling party reserves their rights against third parties.

(h) Beacon will withdraw its proof of claim in this liquidating receivership with prejudice.

This Court Should Approve the Beacon/DLT Settlement

18. A court should approve its receiver's recommendation to settle a controversy if the settlement is in the best interests of the receivership. *St. Joseph Health Services of Rhode Island, Inc. v. St. Joseph Health Services of Rhode Island Retirement Plan*, PC-2017-3856, 2018 WL 5792151, at *3 (R.I. Super. Oct. 29, 2018).

19. The Rhode Island Supreme Court has yet to specify the standard for such review. However, this Court has held that the Court should consider the following criteria, with deference to the prudent business judgment of the receiver:

- (1) the probability of success in the litigation being compromised;
- (2) the difficulties, if any, to be encountered in the matter of collection;
- (3) the complexity of the litigation involved, and the expense, inconvenience and delay attending it; and,
- (4) the paramount interest of the creditors.

Brook v. The Educ. Partnership, Inc., No. PB08-4185, 2010 WL 1456787, at *3 (R.I. Super. Apr. 8, 2010) (citations omitted). *See also St. Joseph Health Services of Rhode Island, Inc., supra*, 2018 WL 5792151, at *4.

20. The second criteria (difficulties in collecting on a judgment) does not apply here, because both Beacon and DLT have sufficient resources to cover any liability they may have.

21. However, the Beacon/DLT Settlement Agreement readily satisfies each of the other criteria:

(a) The pending disputes among the settling parties present novel and complex legal issues and substantial factual issues. Therefore, success in further litigation is not assured, and it may take considerable time to resolve the claims through litigation. Also, the receivers would have to incur substantial attorneys' fees in connection with further litigation.

(b) The settlement protects individual workers compensation claimants by providing for payment and administration of their claims without further cost to the liquidating receivership.

(c) The Plan Receiver, who is the most substantial creditor in this liquidating receivership, is a party to the settlement and therefore supports it.

Notice to Parties in Interest

22. The Liquidating Receiver has served this Petition and notice of the hearing thereon on the workers compensation claimants or their counsel, on counsel of record in the liquidating receivership, and on counsel of record for the following parties in interest: Beacon; DLT; the Plan Receiver; and the named plaintiffs and defendants in the federal court pension litigation. In addition, the Plan Receiver has served this Petition and notice of the hearing thereon on counsel of record in the Plan receivership.

23. The Receivers believe that this constitutes sufficient notice of this Petition and of the Receivers' requests for relief.

WHEREFORE, the Liquidating Receiver and Plan Receiver pray that this Court:

(a) Approve the Beacon/DLT Settlement Agreement;

(b) Authorize and instruct the Liquidating Receiver to perform his obligations and enforce his rights and remedies under the Beacon/DLT Settlement Agreement;

(c) Authorize and instruct the Plan Receiver to perform his obligations and enforce his rights and remedies under the Beacon/DLT Settlement Agreement; and

(d) Award to the Liquidating Receiver and Plan Receiver such other and further relief as this Court deems appropriate.

Thomas S. Hemmendinger, Permanent Liquidating Receiver of St. Joseph Health Services of Rhode Island, CharterCARE Community Board, and Roger Williams Hospital

/s/ Thomas S. Hemmendinger

Thomas S. Hemmendinger, Esq. (#3122)
Brennan, Recupero, Cascione, Scungio & McAllister, LLP
362 Broadway
Providence, RI 02909
Tel. (401) 453-2300
Fax (401) 453-2345
themmendinger@brcsm.com

Respectfully submitted,

Stephen F. Del Sesto, Esq., Solely in His Capacity as Permanent Plan Receiver of the Plan Receivership Estate,

/s/ Stephen F. Del Sesto

Stephen F. Del Sesto, Esq. (#6336)
Pierce Atwood LLP
1 Financial Plaza, 26th Floor
Providence, RI 02903
(401) 490-3415
sdelsesto@pierceatwood.com

Date: January 28, 2022

CERTIFICATE OF SERVICE

I hereby certify as follows:

- 1) On January 28, 2022, 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 will be served by United States Postal Service, postage prepaid, on the following persons: see separate certificate of service to be filed.

/s/ Stephen F. Del Sesto
Stephen F. Del Sesto

CERTIFICATE OF SERVICE

I hereby certify that, on the 28th day of January, 2022, I filed and served the foregoing document through the electronic filing system on the following users of record:

Stephen F. Del Sesto, Esq.
Pierce Atwood LLP
One Financial Plaza, 26th Floor
Providence, RI 02903
sdelsesto@pierceatwood.com

Jessica D. Rider, Esq.
Maria R. Lenz, Esq.
Office of the Attorney General
150 South Main Street
Providence, RI 02903
jrider@riag.ri.gov
mlenz@riag.ri.gov

Richard J. Land, Esq.
Chace Ruttenberg & Freedman, LLP
One Park Row, Suite 300
Providence, RI 02903
rland@crflp.com

Christopher Callaci, Esq.
United Nurses & Allied Professionals
375 Branch Avenue
Providence, RI 02903
ccallaci@unap.org

Arlene Violet, Esq.
499 County Road
Barrington, RI 02806
genvio@aol.com

W. Mark Russo, Esq.
Ferrucci Russo, P.C.
55 Pine Street, 4th Floor
Providence, RI 02903
mrusso@firlawri.com

Elizabeth Wiens, Esq.
Gursky Wiens Attorneys at Law
1130 Ten Rod Road, Suite C207
North Kingstown, RI 02852
ewiens@rilaborlaw.com

Jeffrey W. Kasle, Esq.
Olenn & Penza
530 Greenwich Avenue
Warwick, RI 02886
jwk@olenn-penza.com

George E. Lieberman, Esq.
Gianfrancesco & Friedmann
214 Broadway
Providence, RI 02903
george@gianfrancescolaw.com

Howard Merten, Esq.
Partridge Snow & Hahn LLP
40 Westminster Street, Suite 1100
Providence, RI 02903
hm@psh.com

Stephen Morris, Esq.
Rhode Island Department of Health
3 Capitol Hill
Providence, RI 02908

William M. Dolan, III, Esq.
Adler Pollock & Sheehan P.C.
One Citizens Plaza, 8th Floor
Providence, RI 02903-1345

stephen.morris@ohhs.ri.gov

Ekwan Rhow, Esq.
Bird, Marella, Boxer, Wolpert, Nessim,
Drooks, Licenberg & Rhow, P.C.
1875 Century Park East, 23rd Floor
Los Angeles, CA 90067-2561
erhow@birdmarella.com

Max Wistow, Esq. (#0330)
Stephen P. Sheehan, Esq. (#4030)
Benjamin Ledsham, Esq. (#7956)
Wistow, Sheehan & Loveley, PC
61 Weybosset Street
Providence, RI 02903
(401) 831-2700
(401) 272-9752 (fax)
mwistow@wistbar.com
spsheehan@wistbar.com
bledsham@wistbar.com

Thomas S. Hemmendinger, Esq.
Sean J. Clough, Esq.
Lisa M. Kresge, Esq.
Ronald F. Cascione, Esq.
Brennan Recupero Cascione Scungio
McAllister LLP
362 Broadway
Providence, RI 02909
themmendinger@brcsm.com
sclough@brcsm.com
lkresge@brcsm.com
rcascione@brcsm.com

wdolan@apslaw.com

Preston Halperin, Esq.
Christopher J. Fragomeni, Esq.
Dean J. Wagner, Esq.
Savage Law Partners
564 South Water Street
Providence, RI 02903
phalperin@shslawfirm.com
chris@savagelawpartners.com
dwagner@savagelawpartners.com

Steven J. Boyajian, Esq.
Daniel R. Sullivan, Esq.
Robinson & Cole LLP
One Financial Plaza, Suite 1430
Providence, RI 02903
Sboyajian@rc.com
dsullivan@rc.com

The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Stephen F. Del Sesto

Stephen F. Del Sesto

Exhibit 1
Beacon/DLT Settlement Agreement

SETTLEMENT AGREEMENT
AND RELEASE

This settlement agreement and release (“Settlement Agreement”) is entered into as of the 4th day of January, 2022 by and between The Beacon Mutual Insurance Company (“Beacon”), the Rhode Island Department of Labor and Training (the “DLT”), Thomas Hemmendinger, as of January 17, 2020, Permanent Liquidating Receiver of St. Joseph Health Service of Rhode Island (the “Liquidating Receiver”), and Stephen Del Sesto, as of October 27, 2017, Permanent Receiver and Administrator of the St. Joseph Health Services of Rhode Island Retirement Plan (the “Plan Receiver”). In the aggregate, all of the parties hereto are referred to as the “Settling Parties”.

Both Receivers agree to file in their respective receivership proceedings, petitions for court approval and ratification of this Settlement Agreement within ten (10) business days of the execution hereof by all the Settling Parties. The effective date (“Effective Date”) of this Settlement Agreement shall be on the date when court approval and ratification has been obtained in both receiverships. If either approval is denied, this Settlement Agreement shall be null and void and the parties will be free to pursue whatever claims they would have against each other but for this Settlement Agreement.

WHEREAS, to the best of the Settling Parties’ knowledge, beginning on or about August 18, 1986, through on or about November 30, 1999, St. Joseph Health Services of Rhode Island (“SJHSRI”) self-insured its obligations with respect to all claims arising under the Workers’ Compensation Act during such period of self-insurance.

WHEREAS, effective as of November 1, 2010, Beacon entered into a Third Party Administration Agreement (the “TPA Agreement”) with SJHSRI, under which Beacon was to provide certain claims administration services for the benefit of SJHSRI and certain claimants defined and identified in the Agreement (the “Claimants”).

WHEREAS, SJHSRI was the owner and operator of certain assets, which were acquired by Prospect Charter Care in an asset sale in June 20, 2014. After the 2014 asset sale, SJHSRI ceased operating and began the process of winding down its business. After the 2014 asset sale, Beacon continued to provide certain claims administration services for the benefit of SJHSRI, including paying SJHSRI self-insured workers’ compensation claims under the TPA Agreement and seeking reimbursement from SJHSRI and applicable third party sources.

WHEREAS, the third-party sources for payment of open claims administered under the TPA Agreement include, without limitation: a) General Reinsurance Corporation; b) Swiss Reinsurance Group; and c) the DLT Workers’ Compensation Administrative Account, an account maintained within the State of Rhode Island general fund which is administered by the DLT Director and established for the purposes set forth in Chapter 37 of Title 28 of the Rhode Island General Laws, including to provide funds for the DLT to fulfill its responsibilities regarding benefits and payments under the Workers’ Compensation Act.

WHEREAS, disputes have arisen between the Settling Parties.

WHEREAS, the Settling Parties, in recognition of the costs and risks of litigation, have agreed to settle and resolve their disputes on the terms and condition of this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Settlement Agreement, the receipt of which consideration each Settling Party acknowledges, the Settling Parties agree as follows:

1. On the Effective Date, the TPA Agreement shall be terminated.
2. On the Effective Date, DLT shall assume liability in relation to the administration and payment of the workers' compensation benefits due to any and all Claimants covered by the TPA, including payments to third parties in connection with the Claimants' workers' compensation claims, as well as reimbursement of Beacon for any outstanding payments made by Beacon on behalf of SJHSRI with regard to the Claimants' workers' compensation claims. Neither DLT nor Beacon shall make any claim against the Receivers for such administration or payments.
3. Neither Beacon nor DLT shall seek payment or reimbursement from any source that would, by paying or reimbursing DLT or Beacon, acquire any subrogation or other rights against SJHSRI or the Receivers.
4. In the event of any breach of this Settlement Agreement by any Settling Party the breaching party or parties shall indemnify those Settling Parties adversely affected by such breach for any loss or damage, including attorneys' fees, resulting from the breach.
5. On the Effective Date, Beacon will withdraw its Proof of Claim from the SJHSRI Receivership with prejudice.
6. On the Effective Date, the following Releases shall become operative.
 - a) Release by Liquidating Receiver and Plan Receiver: The Liquidating Receiver, on behalf of SJHSRI and not individually, and Stephen Del Sesto, Receiver and Administrator of the St. Joseph Health Services of Rhode Island Retirement Plan, and not individually forever waive, and forever and fully release and discharge Beacon and/or the DLT and all of their officials, officers, shareholders, employees, agents, boards, committees, directors, members, managers, affiliates, predecessors, successors, assigns, legal representatives, attorneys, and contractors of and from, any and all claims, actions, liabilities, causes of action, grievances, suits, demands, liens, controversies, obligations, damages, benefits, costs, expenses, losses arising from or relating to the TPA Agreement, including, without limitation, for economic injury, property damage and injury, violations of federal or state civil rights, breach of contract, business interruption, subrogation rights, bad faith negligence, products liability, declaratory relief, and liabilities in law and equity, past, present or future.
 - b) Release by Beacon and the DLT: Beacon and the DLT forever waive, and forever and fully release and discharge the Liquidating Receiver, and the SJHSRI and the SJHSRI estate, and the Plan Receiver, and the St. Joseph Health Services of Rhode Island Retirement Plan Receivership Estate, and all of their officials, officers, shareholders, employees, agents, boards, committees, directors, members, managers, affiliates, predecessors, successors, assigns, legal representatives, attorneys, and contractors of and from, any and all claims, actions, liabilities, causes of action, grievances, suits, demands, liens, controversies, obligations, damages, benefits costs, expenses, losses arising from or relating to the TPA Agreement, including, without limitation, for economic injury, property damage and injury, violations of federal or state civil rights, breach of contract, business interruption, subrogation rights, bad faith, negligence, products liability, declaratory relief, and liabilities in law and equity, past, present or future.

c) The Settling Parties agree that the foregoing releases do not release any of the following: (1) the Settling Parties of any of the obligations incurred or assumed under this Settlement Agreement; (2) the Settling Parties of any obligations, rights, remedies or causes of action that a Settling Party has with respect to contracts or agreements that were entered into exclusive of the TPA Agreement and that otherwise are unrelated to the TPA Agreement, (3) any insurance policies issued to SJHSRI, or (4) except as set forth in Section 3 above, any rights, remedies or causes of action that a Settling Party has against third parties (all of which are specifically reserved). This Settlement Agreement is not to be construed as an admission or concession by any Settling Party as to any matter covered by the foregoing releases.

7. Each party to the within Settlement Agreement shall bear its own costs and attorneys' fees with respect to the settlement set forth herein.

8. The drafting of this Settlement Agreement is a result of lengthy and intensive arm's length negotiations, and the presumption that ambiguities shall be construed against the drafter does not apply. None of the Settling Parties shall be deemed the drafter of this Settlement Agreement for purposes of construing its provisions.

9. This Settlement Agreement may be executed by the Settling Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature to this Settlement Agreement made or delivered by electronic means is deemed to be an original signature.

10. The Settling Parties further agree that no promise or inducement has been offered, except as herein set forth, and that this Settlement Agreement contains the entire agreement between and among the Settling Parties and supersedes any and all prior agreements, understandings, representations, and discussions, whether written or oral, between Settling Parties with respect to the TPA Agreement. The Settling Parties represent that each Settling Party is voluntarily entering into this Settlement Agreement, based on advice and recommendations of the Settling Party's own judgments, beliefs and knowledge, and the advice and recommendations of their own independently selected counsel, and not based on any representation from any other party (other than the representations included in this Settlement Agreement).

11. The Settling Parties further agree that Rhode Island law shall govern this Settlement Agreement.

12. Nothing in this Settlement Agreement is intended, or shall be construed, to give any person, other than the Claimants and the Settling Parties and their respective successors, any legal or equitable right, remedy or claim under, or in respect to, this Settlement Agreement, or any provisions contained herein and each Settling Party has full authority to enter into and execute this Settlement Agreement.

13. Venue and Jurisdiction: Any claim or cause of action, whether legal or equitable, arising out of related to this Settlement Agreement must be commenced only in the Superior Court for Providence County and in no other forum.

14. WAIVER OF RIGHT TO TRIAL BY JURY. Each Party hereby unconditionally and irrevocably waives any right to trial by jury in any proceeding arising out of or relating to this Settlement Agreement.

15. Notice to any party shall be sent all Settling Parties at the following addresses:

To Beacon:

Amy C. Vitale, Vice President
and General Counsel
The Beacon Mutual Insurance Company
Warwick, RI 02886-1373

CC: Patricia Antonelli, Esquire
Salter McGowan Sylvia & Leonard, Inc.
56 Exchange Terrace
Providence, RI 02903

To the Receivers:

Thomas Hemmendinger, Receiver
of SJHSRU
Brennan, Recupero, Cascione, Scungio
&McAllister
362 Broadway
Providence, RI 02909

Stephen Del Sesto,
Receiver of the SJHSRI Retirement Plan
Pierce Atwood
One Financial Plaza
Providence, RI 02903

CC: Wistow, Sheehan & Loveley, PC
Attn: Max Wistow, Esq.
61 Weybosset Street
Providence, RI 02903

To DLT:

Matthew Carey
R.I. Dept. of Labor & Training
Division of Workers' Compensation
1511 Pontiac Avenue, Bldg. 73
Cranston, RI 02920

CC: Bernard Healy, Esquire
Law Office of Bernard P. Healy
750 East Avenue
Pawtucket, RI 02860

16. Amendments and Waivers. Notwithstanding any course of dealing or course of performance: (1) neither failure nor delay on the part of a Settling Party to exercise any right operates as a waiver of any right; (2) no single or partial exercise of a right precludes any other or further exercise of the right or of another right; (3) each Settling Party's remedies are cumulative; and (4) any amendment to this Settlement Agreement must be in writing signed by duly authorized representatives of the Settling Parties

or their respective successors or assigns and stating the intent of the Settling Parties to amend this Settlement Agreement.

IN WITNESS WHEREOF, and upon due authorization, we have hereunto set our hands to this Settlement Agreement this ____ day of _____, 202__.

WITNESS:

THE BEACON MUTUAL INSURANCE
COMPANY

By: _____
Print Name _____
Title _____
Its Duly Authorized Agent


WITNESS:

RHODE ISLAND DEPARTMENT OF
LABOR AND TRAINING

By: _____
Print Name _____
Title _____
Its Duly Authorized Agent


WITNESS:



By: 
Thomas Hemmendinger, as Receiver &
Not Individually for St. Joseph's Health
Services Rhode Island

WITNESS:

Julie Zauagnoni

By: 
Stephen Del Sesto, as Receiver for St. Joseph's
Health Services of Rhode Island Retirement
Plan and not individually

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or their respective successors or assigns and stating the intent of the Settling Parties to amend this Settlement Agreement.

IN WITNESS WHEREOF, and upon due authorization, we have hereunto set our hands to this Settlement Agreement this 4th day of January, 2022.

WITNESS:

THE BEACON MUTUAL INSURANCE COMPANY

Kimberly A. Sousa-Vallone

By: *Amy C. Vitale*
Print Name Amy C. Vitale
Title Vice President & General Counsel
Its Duly Authorized Agent

WITNESS:

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

By: _____
Print Name _____
Title _____
Its Duly Authorized Agent

WITNESS:

By: _____
Thomas Hemmendinger, as Receiver & Not Individually for St. Joseph's Health Services Rhode Island

or their respective successors or assigns and stating the intent of the Settling Parties to amend this Settlement Agreement.

IN WITNESS WHEREOF, and upon due authorization, we have hereunto set our hands to this Settlement Agreement this ____ day of _____, 202__.


WITNESS:

THE BEACON MUTUAL INSURANCE
COMPANY

By: _____
Print Name _____
Title _____
Its Duly Authorized Agent

WITNESS:

RHODE ISLAND DEPARTMENT OF
LABOR AND TRAINING


Gretchen DeFazio

By: Matt Carey
Print Name Matt Carey
Title Chief Administrator
Its Duly Authorized Agent

WITNESS:

By: _____
Thomas Hemmendinger, as Receiver &
Not Individually for St. Joseph's Health
Services Rhode Island