



# RiverStone International Insurance, Inc. ("RIVERSTONE")

## **Litigation Management Guidelines for Claims Defense Counsel**

Effective Date: 16 April 2025

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## Document Governance

<b>Accountable Executive:</b>	Chief Claims Officer
<b>Document Owner:</b>	Director, Claims Operations
<b>Frequency of Review:</b>	Annually
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## 1. Introduction

These Litigation Management Guidelines will be applied to all services performed, and all fees and expenses incurred on or after that date. These Guidelines apply to all counsel retained by RIVERSTONE to defend insureds under policies of insurance issued by RIVERSTONE.

These Guidelines do not apply to litigation against RIVERSTONE or any other matter within the scope of the Legal, Regulatory and Compliance Department (LRC) Guidelines for Outside Counsel.

**NOTE:** RiverStone International is **NOT** affiliated with RiverStone Resources, LLC aka RiverStone Fairfax or Rockville Risk Management.

## 2. General Philosophy

RIVERSTONE is committed to retaining competent and professional legal counsel who provide effective and efficient representation. We intend to pay only for legal work requiring specialized legal knowledge. It is our intention to encourage open and honest communication with our defense team. We expect prompt, professional, quality service provided by a member of your firm possessing the level of expertise necessary to properly discharge a given task.

The purpose of these Guidelines is to provide a framework wherein we can work together to provide the highest quality standard of representation in a cost-effective manner. Nothing contained herein is intended to, or shall, restrict counsel's exercise of professional judgment in rendering legal services for the insured.

We respect your independent judgment, and it is our position that the billing requirements contained below are accepted by you, using your independent judgment, when you agree to represent our insureds. If, at any time, you feel that any part of these Guidelines raises a potential conflict with your fiduciary or ethical responsibilities, please bring it to the immediate attention of RIVERSTONE's Litigation Management Unit for further consideration.

### 2.1 Confidentiality

Counsel may deal with confidential company information during representation of RIVERSTONE or our clients' insureds. This information may relate to RIVERSTONE in general, a specific client of RIVERSTONE, or RIVERSTONE's internal strategy on important legal and business issues. This information is very sensitive and must be held as confidential and privileged even after counsel ceases to represent RIVERSTONE, its clients and/or its insureds.

All RIVERSTONE documents or other materials entrusted to counsel must be maintained in confidence by counsel and properly retained at the conclusion of the matter. Counsel may destroy company documents only with advanced written authorization from the claim representative. Firms should adhere to applicable jurisdictional confidentiality statutes.

### 2.2 Professional Liability Insurance

RIVERSTONE expects counsel and counsel's firm to have a minimum of \$5M of professional liability insurance policy in full force and effect during the entire time counsel is handling the defense of RIVERSTONE insureds. Counsel must disclose annually the name of the firm's liability carrier and policy number (or provide a copy of the Declaration Page of its current E&O policy) via email to [RS.Legal.Billing@rsinsurance.us](mailto:RS.Legal.Billing@rsinsurance.us). Counsel should submit this information immediately upon the first assignment and, thereafter, annually, upon policy renewal.

### 2.3 Conflicts of Interest

Counsel must perform a conflict check prior to accepting an assignment. The Entities listed in Exhibit A to these Guidelines must be considered in evaluating conflicts.

Time spent and resources used in checking for conflicts are not billable to RIVERSTONE. RIVERSTONE generally objects to firms representing any other parties involved in disputes against the company.

Furthermore, RIVERSTONE should be informed if a law firm or any lawyer associated with that firm has a personal position of interest that could potentially place that firm or individual in an adverse position. If at any point during the life of a matter, any possibility of a conflict-of-interest situation arises, however slight, RIVERSTONE should be informed in writing immediately and work should be ceased until the conflict is resolved.

## 2.4 Acknowledgment

Within 2 days of receipt of a new case, counsel should send an acknowledgement letter to the RIVERSTONE Claims Professional (defined as including any Third Part Administrator's Claims Professionals) and the insured regarding receipt of the file and designating the attorney assigned to the case. Any matters of immediate concern or information that may result in early resolution of the case should be addressed in the acknowledgement letter.

## 3. Case Development

An effective and strategically sound legal defense is the responsibility of counsel in consultation with RIVERSTONE Claims Professional and should be developed in a timely manner.

- A. A primary goal is to proactively identify resolution opportunities. The activities necessary to defend a given claim and bring it to appropriate resolution at the earliest possible time should be jointly agreed between the RIVERSTONE Claims Professional and defense counsel.
- B. Normally, the RIVERSTONE Claims Professional will conduct negotiations with opposing counsel. In those instances where defense counsel is involved in settlement negotiations, settlement authority must be obtained from RIVERSTONE prior to any negotiations and requests for authority should be timely.
- C. If early resolution is appropriate and direct negotiation has failed, the use of alternative dispute resolution methods is encouraged.

Counsel should understand the terms of the underlying applicable insurance policy, including applicable Self-Insured Retentions ("SIRs"), Deductibles, and the rights that the insured may have in the review or consent of any resolution.

### 3.1 Staffing

Your firm will designate one attorney to have primary responsibility for each case for which services are requested. The lead attorney assigned to the case should supervise all aspects of it. The case should be staffed economically and effectively. Our expectation is that assignments will be made based on the degree of difficulty of the case matched with the experience of the attorney assigned. Duplication of effort within the firm should be avoided. RIVERSTONE will not pay for time needed to accommodate changes in staffing or educating timekeepers.

The preferred staffing plan for any given file is one partner, one associate and one paralegal. To achieve the best efficiency and value, the roles and responsibilities of the staff members should be clearly defined and appropriate to qualification, level of experience and billing rate. Lead counsel should delegate work wherever possible and appropriate to achieve efficiency and cost-effectiveness without compromising quality. Where there is a need for multiple lawyers to handle a specific matter, counsel should confer with the RIVERSTONE Claims Professional.

We may allow the use of an attorney or other professional who is not a member of your firm (e.g., a contract lawyer) to perform discrete, limited work on an assigned matter. This can only occur with prior consultation and approval by the RIVERSTONE Claims Professional.

### 3.2 Case Management

#### A. Initial Investigation

Upon assignment of a new case, defense counsel will contact the client to introduce themselves, answer

any questions that the client may have and capture appropriate information regarding the case. Counsel should also contact opposing counsel to gather relevant case information and, if appropriate, discuss the potential for early resolution.

#### **B. Initial Teleconference**

Defense counsel and the claims professional will hold a teleconference within 14 days<sup>1</sup> of assignment. This discussion will focus on developing an agreed upon proactive resolution strategy, including the development of a list of activities that will be undertaken by defense counsel and the claims professional in execution of that strategy. Counsel should also use this call to gain clarity relating to the client's special handling and the existence of any deductible or self-insured retention, if applicable.

#### **C. Case Management Plan**

Within 45 days<sup>1</sup> after receipt of the assignment, counsel should provide a Case Management Plan and Budget<sup>2</sup> with the following information:

1. Statement of facts that have been determined through initial investigation. This is not to be a restatement of facts supplied by the claims professional during assignment or those found in initial pleadings. Counsel should also provide claimant's information necessary for RIVERSTONE to comply with Medicare, Medicaid and SCHIP Extension Act of 2007, including but not limited to claimant's social security number.
2. Complete evaluation. This should be a focused assessment of both liability and damages and include a discussion of the plaintiff's chances of securing a favorable verdict, liability apportionment if multiple parties are involved and a statement of the claim's value. No ranges should be used in assessing the value of a matter. Rather, a discrete number should be determined to be the matter's exposure. If counsel is not capable of placing a specific exposure value on the matter, counsel should advise as to why that is the case, what further information is needed to reach such a value and provide an approximate value of the exposure.
3. Litigation plan providing counsel's update on the tasks it agreed to complete during the initial case conference, recommendations regarding additional investigation and discovery that should be taken, to obtain critical information needed to move the file to the next decision point along with a targeted completion date for each activity.

All case management planning, initial and subsequent, should include evaluation of social inflation/reptile theory considerations and discrete action steps to ensure that such tactics will be prepared for as it relates to written discovery, depositions (and associated deposition preparation), and, as appropriate, hearings and trial/trial preparation.

4. Proactive resolution plan that is in accordance with the initial case conference and sets out the end goal of the litigation plan, e.g., settlement, arbitration, mediation, motion practice, trial.
5. Discussion of the potential success of dispositive motions prior to, or after, the commencement of discovery and whether motions to dismiss or for summary judgment are appropriate.
6. Budgets are required on all matters assigned (even those not yet in litigation) detailing anticipated fees and expenses for each phase of file handling. Firms must complete RIVERSTONE's litigation budget Excel spreadsheet.
7. An estimate of the probable trial date.

<sup>1</sup>For assignments relating to Accident and Health, Errors and Omissions (including ACA Debt Collectors), Directors and Officers, Media, Management Liability and Professional Lines (MLPL), Financial Institutions, Entertainment, Intellectual Property, Cyber, Employment Law, Aviation, Trade Credit, Surety and Healthcare matters the timeframes will be as follows:

- 30 days for initial teleconference; and,
- 90 days for initial Case Management Plan.

<sup>2</sup>ACA Debt Collectors E&O Program counsel do not need to issue a Case Management Plan document or Budget.

#### **D. Significant Development Reports**

1. Defense counsel should communicate with and apprise the RIVERSTONE Claims Professional of all significant developments as soon as practicable. If the communication was done telephonically, follow up reporting is to be done in a concise and efficient manner, e.g., short email.
2. Significant developments are defined as:
  - a. Settlement opportunities
  - b. Pleading and dispositive motion issues
  - c. Updated evaluations of liability and damages
  - d. An updated litigation or resolution plan
  - e. Depositions of key witnesses (Note that this should only reflect important testimony which impacts the case; full deposition summaries are not to be provided absent specific request); and
  - f. Hearing/conference reports.
3. All reports must contain the “so what” – i.e., the significance and impact on the case being handled.
4. Counsel must also inform the client and claims professionals of all significant upcoming events in a timely fashion to allow all necessary planning or action/discussion to take place.
5. If there has been no significant development within 180 days – counsel should provide a brief status report explaining why the file has had no significant developments, what can/should be done to move the file to resolution and whether the file can be closed due to dormancy.
6. Absent the above referenced 180-day reports, RIVERSTONE will not pay for any form of status report that does not reflect a significant development.

#### **E. Documentation**

Counsel should provide to the RIVERSTONE Claims Professional copies of all pleadings and motions filed by or against the insured client, expert and medical reports, research memoranda, motion papers, legal briefs, discovery requests and responses, and releases and orders of dismissal or final judgments.

#### **F. Early Resolution Matters**

Certain cases may be identified as “early resolution matters” by the Claims Professional. In those matters, the Claims Professional will be attempting to resolve the case directly with opposing counsel.

However, defense counsel may be retained to preserve defenses, etc. In those circumstances, we expect the following:

1. Counsel will enter their appearance and file an appropriate responsive pleading on behalf of the client
2. Counsel will not prepare a 45 Day Case Management Plan or a budget
3. Within five days of assignment, the claims professional and counsel will develop a focused Early Resolution Plan that will be documented solely by the Claim Professional for submission to the claims file with a cc to counsel. The objective of the plan is the proactive gathering of the critical information needed to attempt resolution of the claim at our target amount within 90 days; and
4. If after 90 days there is no evidence that the matter will resolve, or if the matter is not resolved after 120 days, the claims professional will request a Case Management Plan and budget. The claims professional can continue negotiating the claim without the need for a formal CMP or budget between the 90 and 120-day window if they believe that the matter may reach resolution during that time.

#### **G. Pre-trial Report**

If it is anticipated the case will proceed to trial or binding arbitration, 60 days before the scheduled trial date, defense counsel must provide a comprehensive pre-trial report. This report should discuss the facts, liability, witnesses, motions, strategy, assessment of the judge, venue, anticipated jury pool and verdict range as well as the status of settlement negotiations and the estimated trial length. An updated budget may be required. Other considerations requested by the claim handler and cogent to the specific case should also be addressed.

All pre-trial reporting should include evaluation of social inflation/reptile theory considerations and discrete action steps to ensure that such tactics will be prepared for as it relates to trial depositions (and associated preparation), hearings and trial/trial preparation/presentation.

#### **H. Post-trial Report**

If the matter has been tried to verdict, defense counsel must provide a post-trial report no more than 7 days after the conclusion of the trial. This report should advise on the events of the trial, the verdict, post-trial motions and appeal recommendations.

#### **I. Appeals**

Counsel must obtain pre-approval from the RIVERSTONE Claims Professional to file or respond to any appeal related to an assigned matter.

#### **J. File Closure**

Immediately upon resolution of a matter, Counsel should take all steps to:

1. Advise the Client and claims professional of the resolution
2. Provide all relevant paperwork to the client and claims professional, e.g. Executed Release, Order to Dismiss, etc.; and
3. Submit final bill and close their file

## **4. Vendors, Experts, and Contractors**

#### **A. Court Reporters**

When counsel acts to schedule a deposition, counsel shall use only RIVERSTONE approved Court Reporters. Also, Counsel should only order those features of the transcription deemed necessary, e.g., full transcript, manuscript, etc. There is no set “package” or specific feature that is universally expected to be ordered.

#### **B. Record Retrieval Vendor**

RIVERSTONE maintains an approved list of record retrieval vendors. Counsel should use only the services provided by those vendors when a need arises in a file.

#### **C. E-Discovery / Document Review Vendor**

When it is determined that a case requires the review of a large number of documents, RIVERSTONE may decide to engage the services of a preselected vendor to review and organize those documents. Upon such engagement, counsel is expected to work with that chosen vendor in a manner that leads to expeditious, non-duplicative file handling.

#### **D. Experts**

Approval is required for the retention of all experts. Prior to retention, counsel must provide the RIVERSTONE Claims Professional with a Curriculum Vitae or firm brochure, the specific scope of work, and an estimate of cost for the work to be done on the matter (including a statement of any applicable hourly rate). Counsel will manage the expert in line with said scope and budget, and in a manner consistent with the Claims Management [Guidelines for Hiring and Using Experts in Exhibit B](#).



#### **E. Contractors / Local Counsel**

No attorney should be assigned on any RIVERSTONE matter that is not a member of your firm absent written approval from RIVERSTONE prior to that assignment. RIVERSTONE may exercise its right to reassign the matter if the firm cannot provide the service needed for adequate file handling.

#### **F. Other RIVERSTONE Approved Vendors**

RIVERSTONE maintains a list of professional vendors that may be relevant to file handling. Prior to the retention of any vendor, counsel should determine if RIVERSTONE has an approved vendor preselected for the required service.

## **5. Billing**

### **5.1 Electronic Invoice Submission**

All invoicing for legal services must be submitted electronically for review and payment. RIVERSTONE utilizes the Bottomline Legal-X platform as its electronic invoicing program.

For technical assistance, please contact Legal-X at (866) 645-7444 or email at [legalxsupport@bottomline.com](mailto:legalxsupport@bottomline.com)

### **5.2 Rates**

All fees for services will be paid at the rate structure approved by RIVERSTONE. Rates should be approved prior to performing any work on behalf of RIVERSTONE. If a rate structure has been agreed to by an entity other than RIVERSTONE, e.g. where the firm continues to work on a matter tendered from a different carrier, that rate structure must be submitted to RIVERSTONE for review and approval.

Counsel cannot unilaterally increase current rates or submit new rate structures without prior approval of RIVERSTONE. Such approval must come from RIVERSTONE Litigation Management.

### **5.3 Frequency of Billing**

Files may be invoiced no more frequently than on a quarterly basis (every three months from the date of receiving and opening the claim file) unless the RIVERSTONE claims professional requests billing on another basis or, in the case of a final bill, immediately after the claim is resolved. Arrangements for other than quarterly billing must be approved in writing by RIVERSTONE Litigation Management. Delayed billing entries of more than 180 days from the date of service may not be honored.

Final bills should be indicated "Final Bill" in the "Invoice Notes" section of the submitted invoice.

Due to the nature of the practice, ACA Debt Collectors Errors and Omissions Program Counsel may submit invoices monthly. Other lines of business/programs can be considered for monthly bill submission but must be approved by the Claim Professional and RIVERSTONE's Litigation Management.

### **5.4 Billing Format**

Each billing entry must include the date, a detailed description of the task performed, who performed the task, timekeeper's time expended in tenth hour increments (or less for tasks requiring less than 6 minutes of professional time), and charge the appropriate UTBMS task code as currently endorsed by the American Bar Association and the DRI.

Nominal tasks performed on the same day which require less than 0.1 hour of total billable time and use the same code task should be grouped into single entry tasks. Single tasks that require less than 0.1 hour to complete should be billed at .03 or .05 as the actual necessary time to complete.

Block billing, i.e., billing multiple tasks that require different UTBMS codes in a single large time entry, is not allowed. Each task should be separately stated in a single entry.

Splitting time entries for tasks relating to more than one RIVERSTONE or non-RIVERSTONE file is required. Invoice descriptions must adequately identify the total time expended for the task and reference the other matters for which the time is being split.

Time entries will only be paid at RIVERSTONE approved hourly rates for your firm's timekeepers.

## 5.5 Alternative Fee Arrangements

For certain matters, fixed, capped or blended rate billing may be appropriate as an alternative to the traditional hourly billing method. Counsel should consider alternative fee structures including fixed fees for tasks, litigation phases or case types. Such agreements must be confirmed in writing with RIVERSTONE.

## 5.6 Charges for Services

- 1. Informative Description of Services** — Descriptions of services should inform the insurer of the nature, purpose or subject of the work performed, and the specific activity or project to which it relates. The test is whether an attorney or Claim Professional not familiar with the billing attorney, the case, or the billing firm's practices can determine exactly what professional service was provided and assess the reasonableness of the related time charge, i.e., the entry must include what task was performed and why it was necessary. When billing for communications, specifically describe the parties to and purpose of the communication, as well as the vehicle used, e.g., email, letter.
- 2. In-firm Conferences** — Only reasonable and necessary conference time will be reimbursed where counsel consults with another attorney in the firm who possesses a unique expertise regarding the substantive or procedural aspects of the case, which results in a more effective defense. This should be on an "exceptions" basis. Sufficient detail of the subject of the conference must be provided to demonstrate its relevance and value.
- 3. Internal File/Work Reviews** — Charges for the following tasks are not reimbursable: time spent to add or replace personnel handling the case; intra-office conferences to discuss general case matters; preparing or reviewing internal memos; or attorney time spent providing supervision, proofreading, editing mistakes, reworking, re-drafting of work or giving work assignments.
- 4. Client Audit Letters** — Charges for the preparation of an audit letter requested on behalf of a client or their representative, and which do not further the handling of the assigned claim, are not reimbursable.
- 5. Summarization** — Routine summarization of documents, discovery and transcripts is not reimbursable. RIVERSTONE expects firms to provide a brief analytical overview of their content and the impact to the claim. The necessity, specific purpose and reasonableness of time spent on summarization tasks should be detailed and evident from the invoice entries and not include the clerical aspect of the tasks: i.e., preparing a page line index of the plaintiff's deposition transcript imminent to a set trial date.
- 6. Multiple Attendances** — Unless otherwise agreed, only one attorney should attend trials, court appearances, meetings, depositions, witness interviews, inspections, and other functions. Specific prior written approval must be obtained for a second attorney, a paralegal, or other firm member to attend any of the above referenced functions along with the primary attorney.
- 7. Depositions** — Counsel should consult with the RIVERSTONE Claims Professional before initiating and attending depositions other than that of the plaintiff(s), the insured(s), and other depositions already approved in the Case Management Plan or Subsequent Development Reports. Prior consultation must be specifically noted on the invoice along with the name of the person providing the approval and the date obtained. The time billed for deposition attendance should mirror beginning/end times as stated in the transcript.
- 8. Legal Research** — Counsel should consult with RIVERSTONE before undertaking a necessary legal research project requiring research time of three hours or more. Routine, elementary, procedural and black letter law research is not billable – it is expected that if counsel is not familiar with a certain area of law, they raise that issue with RIVERSTONE so that it can consider reassignment of the matter.

9. **Motions** — Counsel should consult with RIVERSTONE before filing any motions not previously identified and approved in the Case Management Plan or Subsequent Development Reports.
10. **Revising Standardized Forms/Pleadings** — Only the actual time spent in revising standardized pleadings, documents or discovery requests or responses to the case at hand should be billed, rather than the time originally spent drafting standard language.
11. **Diary/General Status Reviews** — Reviews not precipitated by any event or which do not result in tangible work product are not billable charges. We will not pay for time expended by senior personnel to perform a supervisory review of a file handled by another attorney.
12. **Administrative Functions** — RIVERSTONE will not pay for administrative functions, including but not limited to obtaining authorizations, checking conflicts, initial file opening/closing, preparing invoices, negotiating billing questions, attending seminars/continuing education, or reviewing advance sheets/other publications to stay abreast of the law, file and document review for assignment purposes. The completion of the budget Excel spreadsheet, if applicable, is deemed administrative in nature and will not be paid for.
13. **Secretarial/Clerical** — RIVERSTONE will not pay for secretarial/clerical functions. This includes but is not limited to receipt and distribution of mail, ordering reports, scheduling, docketing, calendaring, transcribing, copying, posting, printing, faxing, e-mailing, filing/serving, file maintenance and organization, bates stamping, tabbing, assembling materials, database entry, scanning, technology-related tasks, or communications with court reporters, translators, providers, copy services and court clerks.
14. **Review/Revise/Proofread** — RIVERSTONE will not reimburse time for proofreading documents for errors of typing or dictation and for making any corrections as a result. The nominal act of reviewing for signature is not separately billable from the initial preparation. We will reimburse reasonable charges for legally substantive revision of substantial documents. Supervisory level review and revision of a junior timekeeper's work product by the senior attorney is not billable absent a new factual or legal development.
15. **Paralegals** — The National Federation of Paralegal Associations has defined a Paralegal as a person, qualified through education, training, and work experience to perform substantive legal work that requires knowledge of legal concepts and is customarily, but not exclusively, performed by a lawyer. Billable legal tasks that can be properly performed by a qualified paralegal will be paid at the firm's approved paralegal rate regardless of the rank or rate of the individual performing the activity. These tasks include but are not limited to the preparation of discovery requests and responses thereto, drafting of motions, legal research and preparation of trial documents.
16. **Travel** — Counsel should appear by telephone or other electronic means as appropriate for non-evidentiary routine appearances as permitted by the Court.

Local travel time and related expenses are not billable. Travel is considered local when the destination is 25 miles or less, one way, from the firm's address. RIVERSTONE will pay for necessary time spent traveling to destinations exceeding 50 miles round trip from the firm address as follows:

- a. At the firm's specifically negotiated and approved travel rate; or
- b. At the approved flat rate for designated geographical service areas; or
- c. At one half of the timekeeper's approved regular hourly rate in the absence of a specifically negotiated travel rate for the destination.

All travel time must be broken out and billed in a separate line item from the legally substantive event necessitating the travel and provide adequate detail about the destination location.

Travel Expenses — RIVERSTONE will reimburse defense counsel for reasonable travel expenses associated with necessary long-distance travel. All expenditures should be supported with receipts attached to the law firm's invoice.

Mileage is reimbursable for round trips more than 50 miles with only the mileage exceeding the 50 miles being reimbursable. Automobile travel will be reimbursed at the current IRS rate. Air travel must be preapproved and economy/coach class. Hotels must be priced moderately. Reasonable reimbursement for meals will be made for trips requiring an overnight stay up to \$60.00 per day.

**17. Taxes** — All applicable taxes should be entered at the invoice level by the firm in Legal X.

## 5.7 Disbursements

### Internal Expenses

- RIVERSTONE will not pay any fees, charges or expenses associated with law firm overhead expenses including telephone charges, postage, per page facsimile charges, fees associated with computerized legal research, case management support, document control systems, publications, continuing education, office supplies, accounting or bookkeeping charges, messenger and courier services, administrative fees or percentages, cellular phone charges and travel booking fees.
- Photocopies/Printing – per page charges for in-house photocopying will no longer be reimbursed unless those copies relate to necessary Court filings, discovery responses or expert review or if electronic means of transmission/filing are not available. This includes printing duplicate copies of file material or printing documents provided in an electronic format. If you opt to print copies as a preferred means of document/file handling, it is considered a non-billable administrative/overhead expense.

### External Expenses

- A. Court Services/Litigation Fees** — Court fees, filing fees, subpoena fees and other similarly related litigation fees may be billed to the file and will be reimbursed at their actual cost. Expense items should be itemized on the firm's invoice with the date incurred and a specific description of the expense. Supporting documentation such as the actual receipt, a copy of the firm's check for payment made or vendor statement may be requested to verify expenses.
- B. External Vendor Expenses** — External vendor expenses related to stenographer fees, deposition and hearing transcripts, obtaining medical records, retained experts, consultants, investigators, translators, mediators and other professional services should not be included on the firm's quarterly electronic invoice, but rather forwarded under separate cover directly to the RIVERSTONE claims professional for payment (or reimbursement if the firm has already paid the vendor).
- C. RIVERSTONE Vendor Management Programs** — Compliance with any RIVERSTONE vendor management programs is required. This includes retaining the services of experts, independent adjusters, surveillance, private investigators and any other RIVERSTONE vendor management program currently in existence or implemented at a future date.
- D. Consultation on large file expense** — Counsel shall consult with RIVERSTONE before incurring expenses greater than \$500.00.

## 5.8 Auditing

All invoices and requests for reconsideration must be reviewed by RIVERSTONE's selected legal bill auditors for compliance with these Guidelines. RIVERSTONE may withhold payment of invoices and/or reconsideration requests that in whole or in part do not comply with these Guidelines.

RIVERSTONE's auditing of invoices is in no way intended to restrict, prohibit or impair counsel's independent professional judgment. All questions or matters related to the review of invoices shall be directed to RIVERSTONE Litigation Management. RIVERSTONE Litigation Management shall establish the policies and procedures for the submission of invoices and requests for reconsideration by counsel.

RIVERSTONE reserves the right to review all charges for services and disbursements, including without limitation, all charges paid by the insured with respect to litigation, whether pursuant to self-insured retentions or deductibles under RIVERSTONE's insurance policies or otherwise.

RIVERSTONE reserves the right to conduct on-site audits to review the defense file and/or defense bills.

Counsel agrees to comply with all reasonable requests for information and documents, provided that such information and documents are not privileged or intended by the insured to be confidential. In such instance, RIVERSTONE must obtain the consent of the insured.

RIVERSTONE fully reserves all right to decline to pay or to seek reductions and/or refunds with respect to charges that fail to comply with the terms set forth herein and which are not fully explained or documented by counsel after reasonable inquiry.

If RIVERSTONE seeks additional information for purposes of determining the reasonableness and appropriateness of a charge, the firm shall have 10 business days from the date of the request to respond or the charge will be deemed waived.

If RIVERSTONE declines to pay or seeks reductions and/or refunds with respect to charges made, the law firm will have the opportunity to request reconsideration of disputed items and appeal such declinations within the electronic billing system. Requests for reconsideration must be made within 30 days of the declination or reduction of payment notification date. Any such appeal must provide “back up” documentation, if appropriate, for consideration of refund. Appeals made outside of this time will not be considered. RIVERSTONE is committed to respond to any billing appeal within 45 days of receipt of the appeal and necessary documentation.

## Exhibit A

### Entities and Agencies

#### Riverstone International

- RiverStone Management Limited
- RiverStone Managing Agency Limited
- RiverStone Insurance (Malta) SE
- RiverStone International Bermuda Limited
- RiverStone International Insurance Inc
- Riverstone International Ireland DAC
- Riverstone International US LLC

#### QBENA Insurance Entities

- Champlain Insurance PCC, Inc.
- Cumberland Insurance PCC, Inc.
- Equator Reinsurances Limited
- General Casualty Company of Wisconsin
- General Casualty Insurance Company
- NAU Country Insurance Company
- North Pointe Insurance Company
- Praetorian Insurance Company
- QBE Blue Ocean Re Limited
- QBE Insurance Corporation
- QBE Reinsurance Services (Bermuda) Limited
- QBE Reinsurance Corporation
- QBE Specialty Insurance Company
- Regent Insurance Company
- Southern Pilot Insurance Company
- Stonington Insurance Company

#### QBENA Agencies

- Burnett & Company, Inc.

#### QBENA Corporate Entities

- QBE Americas, Inc.
- QBE FIRST Enterprises, LLC
- QBE FIRST Property Tax Solutions LLC
- QBE Holdings, Inc.
- QBE Investments (North America), Inc.
- QBE Management, Inc.
- QBE Regional Companies (N.A.), Inc.
- QBE Stonington Insurance Holdings Inc.
- QBE Administration Services Inc.
- Southern National Risk Management Corporation



## Exhibit B

### **RIVERSTONE Litigation Management Guidelines for Claims Defense Counsel Guidelines for Hiring & Using Experts**

These Claim Management Guidelines are effective March 1, 2025, and apply to all services performed, and all fees and expenses incurred on or after that date. These Guidelines apply to all experts and consultants (collectively referred to hereinafter as “experts”) retained by RIVERSTONE, through its assigned law firms, to provide an opinion or advice with respect to a matter, litigation or dispute against a RIVERSTONE insured that is the subject of the referral to the assigned law firm.

These Guidelines do not apply to experts retained to review and/or opine relating to litigation against RIVERSTONE or any other matter within the governance of RIVERSTONE’s Legal Regulatory and Compliance (LRC) group and/or the LRC Guidelines for Outside Counsel.

#### **1. General Philosophy**

RIVERSTONE is committed to retaining competent and professional experts who provide effective and efficient review and analysis of claims and their underlying issues. As with all aspects of Litigation Management, we expect that retention of experts occur only after consultation and agreement with the Claim Professional.

We expect prompt, professional, and quality service provided by retained experts who possess the level of expertise necessary to properly discharge a given task. We intend to pay only for work requiring specialized knowledge.

We hold our assigned law firm partners responsible, for any expert retained by it, for adherence to these guidelines.

These guidelines must be shared with all retained experts.

#### **Confidentiality**

Experts may deal with confidential company information during representation of RIVERSTONE interests. This information may relate to RIVERSTONE in general, a specific client of RIVERSTONE, or RIVERSTONE’s internal strategy on important legal and business issues. This information is very sensitive and must be held as confidential and privileged even after the experts cease to represent RIVERSTONE and/or its insureds.

All RIVERSTONE documents or other materials entrusted to experts must be maintained in confidence by experts, properly retained until the conclusion of their retention and may be destroyed only with advanced written authorization from the RIVERSTONE Claims Professional and/or the assigned law firms.

#### **Assignment and Conflicts of Interest**

Experts must perform a conflict check prior to accepting an assignment. Time spent, and resources used, in checking for conflicts are not billable to RIVERSTONE. No expert is to be retained if there is a known conflict of interest.

## 2. Investigation

An effective and strategically sound investigatory plan is the responsibility of the experts in consultation with RIVERSTONE claim and legal professionals and should be developed in a timely manner. Specifically:

- a. An investigation plan and budget must be created by the retained expert for each matter assigned
- b. The retained expert and assigned law firm will review the investigation plan and budget to ensure that it matches the needs of the underlying claim/litigation and is focused on reaching the retained purpose in the most efficient and cost-effective manner
- c. The RIVERSTONE Claims Professional must approve the investigation plan and budget prior to the commencement of any work relating to the investigation of the assigned matter
- d. The investigation plan must incorporate all currently planned investigative activities and should be updated as often as necessary to keep RIVERSTONE apprised of proposed file activity and the anticipated costs- any such proposed changes to the scope of the investigatory plan or budget must be approved by the RIVERSTONE Claims Professional

RIVERSTONE reserves the right to refuse payment for all unauthorized expert activities.

No written report shall be prepared by experts without the express approval of the RIVERSTONE Claims Professional.

Law firms should ensure that any evidence or materials that are subject to spoliation and or chain of custody are properly maintained and managed such that no issue relating to same arises.

NB. Where an exigent circumstance prohibits the formalization of an investigation plan and budget prior to such time that activities must occur, e.g., immediate need to preserve and inspect, the claims professional and law firm shall use professional judgement in permitting the expert to perform activities on the matter. After such activities, the plan and budget must be submitted and agreed upon.

## 3. Billing

### Rates

All fees for services will be paid at the rate structure approved by RIVERSTONE. Rates should be approved prior to performing any work on behalf of RIVERSTONE. Experts cannot unilaterally increase current rates or submit new rate structures without prior approval of RIVERSTONE. Furthermore, any expert retainer must be approved by the RIVERSTONE Claims Professional prior to law firm agreement.

### Invoice Submission

Billing should be prepared and submitted directly to the RIVERSTONE Claims Professional. They should be submitted as a separate invoice from the law firm. Any law firm payment to the expert and subsequent request for reimbursement should only occur after consultation and approval of RIVERSTONE.

A final billing will be submitted to the RIVERSTONE Claims Professional within 30 days of receipt of notice that the expert services are no longer required or resolution of the underlying matter.

### Billing Format

Every bill must include:

- Invoice date
- Case or claim name
- Law firm legal file number



- RIVERSTONE claim number
- Date of loss
- TPA (if applicable)
- Expert TIN/EIN
- A detailed, line-item description of services performed with associated time spent on each activity.

If the assignment encompasses multiple insureds, your invoice must be allocated to the time spent per each insured and invoiced separately with detailed descriptions of the billed activity (i.e., mediations, site inspections, etc.).

## Administrative Costs

Charges relating to the following are considered administrative costs and not reimbursable:

- File creation
- Internal conferences
- Training of office personnel
- Secretarial/clerical tasks including but not limited to:
  - Making travel arrangements
  - Calendaring
  - Typing
  - Filing
  - Ordering reports

Expenses related to turnover, and reorganization of the expert firm, are considered overhead and may not be billed.

## Misc. Billing Issues

- Where correspondence or phone conversations are charged, the identity of the other party must be included with the time entry. Likewise, if a conference or meeting is attended and billed, the invoice should include the names of those in attendance.
- Multiple attendance is prohibited unless pre-approval is obtained from the RIVERSTONE Claims Professional
- All billing relating to deposition preparation must occur within the week prior to the deposition
- There should not be a billing for multiple redrafts of a report, memos, etc.
- Any research must be pre-approved by the assigned RIVERSTONE Claims Professional
- Any billing over eight hours per day must be explained
- If the defense of the assigned matter is being shared by a RIVERSTONE underwriting company and other insurance carriers, payments will be made by each insurance carrier directly to the consultant/expert witness.
- RIVERSTONE will not pay an invoice that contains block billing. The invoice will be returned to the consultant/expert witness and no finance charges will apply to fees associated with those charges.

## Expenses

### Telephone/Facsimile Charges

- No telephone/facsimile charges are reimbursable.

### Copy Costs

- We will reimburse photocopy expenses in an amount not to exceed \$0.10 cents per page. Copy costs exceeding \$0.10 cents per page will only be reimbursed when the vendor cannot control the cost (e.g., certified copies from the courthouse). Such copy costs should be separately noted in the invoice.
- All internal photocopy costs must be itemized on the invoice as follows: (1) the date the expense was incurred; (2) the number of pages photocopied; (3) the charge per page; and (4) the total charge.

### External Vendors Expenses

- Costs more than \$100 must be pre-approved by RIVERSTONE
- RIVERSTONE Panel suppliers must be used if available
- Official Reports (e.g. Fire, Police, Lab, etc.) will be reimbursed at cost

### Travel

RIVERSTONE will not reimburse the cost or time for local travel (defined as travel within a 50-mile radius of any office maintained by expert)

For long distance travel (outside 50-mile radius of office) the following will be reimbursed:

- Fees are to be built at 50% of the agreed upon hourly rate
- Automobile mileage will be reimbursed at the IRS standard mileage rate
- Tolls and parking
- Ground transportation and taxi for out-of-town travel
- Coach airfare (must be pre-approved by the RIVERSTONE Claims Professional)
- Hotel (rack rates)
- Meal charges in conjunction with out-of-town travel with a per diem maximum of \$60
- Rental cars (intermediate class)

Any requested expense reimbursement (regardless of spend amount) must be accompanied by detailed receipt and must be specifically itemized by expert on Invoice.

## Bill Review and Payment Procedures

Where permitted by law, RIVERSTONE reserves the right to conduct periodic reviews of all invoices and files to ensure compliance with these procedures.

RIVERSTONE may withhold payment for any portion of an invoice that does not comply with these billing procedures. Firms may be asked to submit additional documentation or explanation to obtain further payment.

In the event of a review, expert may be asked to produce all documentation which would support the billing. RIVERSTONE will not pay late fees or interest on any invoice that experts deem to be past due.

Payment of any bill/invoice does not constitute a waiver of the right to subsequently review, dispute, seek reimbursement of, compromise, or request future credits of fees.

## Exhibit C

### RIVERSTONE Litigation Management Guidelines for Claims Defense Counsel Workers Compensation Addendum

This Addendum is intended as a supplement to the RIVERSTONE Litigation Management Guidelines for Defense Counsel and are intended solely for assigned Worker's Compensation files. This addendum replaces the "**Case Management**" section of **Case Development**.

#### Case Management

- A. At seven (7) days or sooner from assignment, the Claim Professional and counsel shall have a verbal conference to discuss preliminary strategy including a litigation plan and budget based upon the preliminary information available. Counsel and the Claim Professional should identify basic discovery information necessary to further develop the litigation plan and evaluate the claim.
- B. No budget is required unless requested by the Claim Professional.
- C. Initial Case Assessment – An initial case assessment is due, from counsel, no later than 30 days from assignment. This evaluation is for the purposes of evaluating settlement potential (if appropriate) and setting forth a strategy to achieve a resolution of the claim as efficiently and fairly as possible.
- D. Initial Teleconference – No later than 14 days from receipt of the Initial Case Assessment, the Claim Professional, supervisor, and counsel will have a conference call to agree on action steps, role/responsibilities, and target dates for planned actions.
  - a. Follow up discussions or communications shall occur between the attorney and Claim Professional immediately upon a significant development, material event or change in circumstances.
- E. Significant Development Reports
  - a. Defense counsel should communicate with and apprise the RIVERSTONE Claim Professional of all significant developments as soon as practicable. If the communication was done telephonically, follow up reporting is to be done in a concise and efficient manner, e.g., short email.
  - b. Significant developments are defined as:
    - i. Settlement opportunities
    - ii. Pleading and dispositive motion issues
    - iii. Updated evaluations of liability and damages
    - iv. An updated litigation or resolution plan
    - v. Depositions of key witnesses (note that deposition summaries are not to be provided absent specific request); and
    - vi. Hearing/conference reports.
  - c. All reports must contain the "so what" – i.e., the significance and impact on the case being handled.
  - d. If there has been no significant development within 180 days – counsel should provide a brief status report explaining why the file has had no significant developments, what can/should be done to move the file to resolution and whether the file can be closed due to dormancy.
  - e. RIVERSTONE will not pay for any form of status report that does not reflect a significant development.
- F. Escalation Process – If counsel requests a response from the Claim Professional and the Claim Professional does not respond, the escalation protocol shall be:
  - a. After 48 hours, contact the claim supervisor. If no response from the claim supervisor within 48 hours contact the claim manager
  - b. In time-sensitive situations, counsel does not need to wait 48 hours before escalating to the next level.
- G. No later than 90 days from the assignment of the case, there shall be a status meeting with the supervisor.

adjuster, and attorney.

- H.** Hearings, Conferences, Mediation and Trial Notification Process
  - a.** Counsel shall notify the Claim Professional of any hearing/conference/mediation/trial as soon as the date is set.
  - b.** Counsel shall give a minimum of 30 days' notice to any Claim Professional or RIVERSTONE employee whose attendance will be required at a hearing/conference/trial.
  - c.** A Case Evaluation must be submitted no less than 30 days prior to scheduled hearing or settlement conference/mediation or at other times as instructed by the Claim Professional.
  - d.** A conference call shall occur between the Claim Professional, attorney, claim supervisor, and the appropriate RIVERSTONE representative, no less than 30 days prior to a scheduled trial or settlement conference/mediation, unless waived by RIVERSTONE.
  - e.** After a hearing/conference/mediation/trial, a summary of hearing events (including payment instructions if applicable) shall be supplied to the Claim Professional within 48 hours and copied to the claim supervisor.
- I.** Appeals – Counsel must obtain pre-approval from the RIVERSTONE Claim Professional to file or respond to any appeal related to an assigned matter.
- J.** File Closure – Immediately upon resolution of the issue for which you were assigned to handle, Counsel should take all steps to:
  - a.** Advise the Client and claims professional of the resolution
  - b.** Provide all relevant paperwork to the client and Claim Professional, e.g., Executed Release, Order to Dismiss, etc.; and
  - c.** Submit final bill and close their file.
- K.** To the extent that there is no jurisdictional issue relating to representation or conflicts all reports from counsel must be sent to the Client and the Claim Professional with the client being the primary addressee.