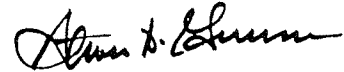


EXHIBIT “2”

EXHIBIT “2”

ORIGINAL

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02/29/2016 09:12:39 AM



CLERK OF THE COURT

1 **SAO**

DENNIS L. KENNEDY

2 Nevada Bar No. 1462

JOSEPH A. LIEBMAN

3 Nevada Bar No. 10125

JOSHUA P. GILMORE

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18 *Attorneys for Defendants Centennial Hills*

Hospital Medical Center and Universal Health

19 *Services, Inc.*

20 DISTRICT COURT

21 CLARK COUNTY, NEVADA

22 MISTY PETERSON, AS SPECIAL
23 ADMINISTRATOR OF THE ESTATE OF
JANE DOE,

24 Plaintiff,

25 vs.

26 VALLEY HEALTH SYSTEM LLC, a Nevada
27 limited liability company, d/b/a CENTENNIAL
HILLS HOSPITAL MEDICAL CENTER;
28 UNIVERSAL HEALTH SERVICES, INC., a
Delaware corporation; AMERICAN NURSING
SERVICES, INC., a Louisiana corporation;

CASE NO. A-09-595780-C
DEPT. NO. II

**STIPULATION AND ORDER FOR
DISMISSAL WITH PREJUDICE**

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input checked="" type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

1 STEVEN DALE FARMER, an individual;
2 DOES I through X, inclusive; and ROE
CORPORATIONS I through X, inclusive,

3 Defendants.

4
5 Plaintiffs, by and through their counsel of record Murdock & Associates and Eckley M.
6 Keach, Chtd.; Defendants Valley Health System, LLC d/b/a Centennial Hills Hospital Medical
7 Center ("Valley") and Universal Health Services, Inc. ("UHS") (Valley and UHS are jointly referred
8 to as "Centennial Hills"), by and through their counsel of record Bailey❖Kennedy and Hall Prangle
9 & Schoonveld; Defendant American Nursing Services, Inc. ("ANS"), by and through its counsel of
10 record Lewis Brisbois Bisgaard & Smith and Pyatt Silvestri; and Defendant Steven Dale Farmer
11 ("Farmer"), by and through his counsel of record Carroll Kelly Trotter Franzen McKenna &
12 Peabody (Plaintiffs, Centennial Hills, ANS, and Farmer are collectively referred to as the "Parties"),
13 hereby stipulate and agree to dismiss, with prejudice, each and every claim asserted by the Parties in
14 the above-captioned matter, with each party to bear their own attorneys' fees and costs.

15 Additionally, the Parties hereby stipulate and agree that, notwithstanding the dismissal of this
16 matter and the terms of the Settlement Agreement and Release between the Parties, Centennial Hills
17 and Hall Prangle & Schoonveld hereby preserve their right to appeal the November 4, 2015 Order
18 Striking Answer of Defendant Valley Health System LLC as Sanction for Discovery Misconduct
19 (the "November Order"), along with the associated December 10, 2015 Order Denying Motion for
20 Reconsideration (the "December Order") (the November Order and the December Order are jointly
21 referred to as the "Sanction Order"). This Court shall retain jurisdiction over this matter until thirty
22 days following resolution of the appeal.

1 DATED this ^{February} 16 day of January, 2016.

2 BAILEY ♦ KENNEDY

3 By: 

4 DENNIS L. KENNEDY
5 JOSEPH A. LIEBMAN
6 JOSHUA P. GILMORE
7 MARK HESIAK
8 8984 Spanish Ridge Avenue
9 Las Vegas, Nevada 89148-1302

10 AND

11 MICHAEL E. PRANGLE
12 KENNETH M. WEBSTER
13 JOHN F. BEMIS
14 HALL PRANGLE & SCHOONVELD,
15 LLC
16 1160 North Town Center Drive
17 Suite 200
18 Las Vegas, Nevada 89144

19 *Attorneys Defendants Centennial Hills*
20 *Hospital Medical Center and Universal Health*
21 *Services, Inc.*

22 DATED this ____ day of January, 2016.

23 MURDOCK & ASSOCIATES

24 By: _____

25 ROBERT E. MURDOCK
26 521 South Third Street
27 Las Vegas, Nevada 89101

28 AND

ECKLEY M. KEACH
ECKLEY M. KEACH, CHTD.
521 South Third Street
Las Vegas, Nevada 89101

Attorneys for Plaintiffs

DATED this ____ day of January, 2016.

LEWIS BRISBOIS BISGAARD & SMITH

By: _____

S. BRENT VOGEL
AMANDA J. BROOKHYSER
6385 S. Rainbow Boulevard, Suite 600
Las Vegas, Nevada 89118

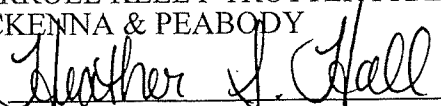
AND

JAMES P.C. SILVESTRI
PYATT SILVESTRI
701 Bridger Avenue, Suite 600
Las Vegas, Nevada 89101

Attorneys for Defendant American Nursing
Services, Inc.

DATED this ^{31st} day of January, 2016.

CARROLL KELLY TROTTER FRANZEN
MCKENNA & PEABODY

By: 

ROBERT C. MCBRIDE
HEATHER S. HALL
8329 West Sunset Road, Suite 260
Las Vegas, Nevada 89113

Attorneys for Defendant Steven Dale Farmer

1 DATED this ____ day of January, 2016.

2 BAILEY ♦ KENNEDY

3 By: _____

4 DENNIS L. KENNEDY
5 JOSEPH A. LIEBMAN
6 JOSHUA P. GILMORE
7 MARK HESIAK
8 8984 Spanish Ridge Avenue
9 Las Vegas, Nevada 89148-1302

10 AND

11 MICHAEL E. PRANGLE
12 KENNETH M. WEBSTER
13 JOHN F. BEMIS
14 HALL PRANGLE & SCHOONVELD,
15 LLC
16 1160 North Town Center Drive
17 Suite 200
18 Las Vegas, Nevada 89144

19 *Attorneys Defendants Centennial Hills*
20 *Hospital Medical Center and Universal Health*
21 *Services, Inc.*

22 DATED this ____ day of January, 2016.

23 MURDOCK & ASSOCIATES

24 By: _____

25 ROBERT E. MURDOCK
26 521 South Third Street
27 Las Vegas, Nevada 89101

28 AND

ECKLEY M. KEACH
ECKLEY M. KEACH, CHTD.
521 South Third Street
Las Vegas, Nevada 89101

Attorneys for Plaintiffs

DATED this ____ day of January, 2016.

LEWIS BRISBOIS BISGAARD & SMITH

By: _____

S. BRENT VOGEL
AMANDA J. BROOKHYSER
6385 S. Rainbow Boulevard, Suite 600
Las Vegas, Nevada 89118

AND

JAMES P.C. SILVESTRI
PYATT SILVESTRI
701 Bridger Avenue, Suite 600
Las Vegas, Nevada 89101

Attorneys for Defendant American Nursing
Services, Inc.

DATED this ____ day of January, 2016.

CARROLL KELLY TROTTER FRANZEN
MCKENNA & PEABODY

By: _____

ROBERT C. MCBRIDE
HEATHER S. HALL
8329 West Sunset Road, Suite 260
Las Vegas, Nevada 89113

Attorneys for Defendant Steven Dale Farmer

1 DATED this ____ day of January, 2016.

2 BAILEY ♦ KENNEDY

3 By: _____

4 DENNIS L. KENNEDY
5 JOSEPH A. LIEBMAN
6 JOSHUA P. GILMORE
7 MARK HESIAK
8 8984 Spanish Ridge Avenue
9 Las Vegas, Nevada 89148-1302

10 AND

11 MICHAEL E. PRANGLE
12 KENNETH M. WEBSTER
13 JOHN F. BEMIS
14 HALL PRANGLE & SCHOONVELD,
15 LLC
16 1160 North Town Center Drive
17 Suite 200
18 Las Vegas, Nevada 89144

19 *Attorneys Defendants Centennial Hills*
20 *Hospital Medical Center and Universal Health*
21 *Services, Inc.*

22 DATED this ____ day of January, 2016.

23 MURDOCK & ASSOCIATES

24 By: _____

25 ROBERT E. MURDOCK
26 521 South Third Street
27 Las Vegas, Nevada 89101

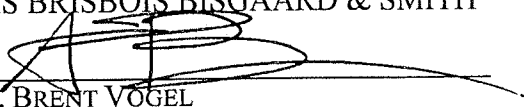
28 AND

ECKLEY M. KEACH
ECKLEY M. KEACH, CHTD.
521 South Third Street
Las Vegas, Nevada 89101

Attorneys for Plaintiffs

DATED this ^{February} 10 day of January, 2016.

LEWIS BRISBOIS BISGAARD & SMITH

By: 
S. BRENT VOGEL
AMANDA J. BROOKHYSER
6385 S. Rainbow Boulevard, Suite 600
Las Vegas, Nevada 89118

AND

JAMES P.C. SILVESTRI
PYATT SILVESTRI
701 Bridger Avenue, Suite 600
Las Vegas, Nevada 89101

Attorneys for Defendant American Nursing
Services, Inc.

DATED this ____ day of January, 2016.

CARROLL KELLY TROTTER FRANZEN
MCKENNA & PEABODY

By: _____

ROBERT C. MCBRIDE
HEATHER S. HALL
8329 West Sunset Road, Suite 260
Las Vegas, Nevada 89113

Attorneys for Defendant Steven Dale Farmer

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ORDER

Based on the foregoing Stipulation, and good cause appearing,

IT IS HEREBY ORDERED that each and every claim asserted by the Parties in this matter is hereby dismissed with prejudice, with each party to bear their own attorney's fees and costs. Centennial Hills and Hall Prangle & Schoonveld hereby preserve their right to appeal the Sanction Order and the Court will retain jurisdiction over this matter until thirty days following resolution of the appeal.



DISTRICT COURT JUDGE

AD

DATED: 18th February, 2016

A-69-595780-C

EXHIBIT “1”

EXHIBIT “1”

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE, (the “Agreement”), is made and entered into on the date first provided below, by and between Misty Petersen, individually and as Special Administrator for the Estate of Jane Doe, Marshall Petersen, and Micah Petersen, (collectively “Releasors”); Valley Health System, LLC, d/b/a Centennial Hills Hospital, and Universal Health Services, Inc., (collectively the “Hospital Entities”); American Nursing Services, Inc., (“ANS”); and Steven Dale Farmer, (“Farmer”). The Hospital Entities, ANS, and Farmer shall be collectively identified as “Releasees.” Releasors and Releasees shall be collectively identified as the “Parties.”

RECITALS

WHEREAS, on or about July 23, 2009, Jane Doe filed a civil action against the Hospital Entities, ANS and Farmer in the Eighth Judicial District Court for Clark County, Nevada, commencing Case No. A-09-595780-C, (the “Personal Injury Action”).

WHEREAS, on or about March 24, 2015, the Hospital Entities filed a civil action against ANS, Farmer, the Estate of Jane Doe, and Federal Insurance Company, in the Eighth Judicial District Court for Clark County, Nevada, commencing Case No. A-15-715801, (the “Declaratory Judgment Action”), arising from or connected to issues raised in the Personal Injury Action.

WHEREAS, all Parties are desirous of settling said actions and disputes globally, and fully and finally, without any Party admitting liability to another.

WHEREAS, Releasors have agreed to settle all claims with Releasees for the total amount of [REDACTED], and

WHEREAS, such settlement is made up of the Hospital Entities paying [REDACTED] ANS
paying [REDACTED], and Farmer paying [REDACTED]

TERMS

1. Payments from Releasees to Releasers.

- 2. Release and Discharge by Releasors.** In consideration of the terms of this Agreement, and other good and valuable consideration provided by Releasees as set forth above, Releasors, on behalf of themselves and any heirs, successors and assigns of Releasors, shall, without limitation, forever release and discharge all Releasees and their related entities, parents and subsidiaries, employees, agents, attorneys, insurers (specifically including, but not limited to, those insurers identified above), affiliates, predecessors, successors and assigns, without limitation in the broadest sense possible, from the Personal Injury Action and any and all demands, actions, causes of action, claims, damages, costs and expenses, of every kind and nature whatsoever, known or unknown, equitable or legal, anticipated or unanticipated, that were or could have been asserted in connection with the Personal Injury Action. Releasors acknowledge and agree that this release is a general release. Releasors expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which Releasors do not know or suspect to exist whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Releasors' decision to enter this Agreement. Releasors further agree that they have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact asserted in the Personal Injury Action. Releasors assume the risk that the facts or law may be otherwise than Releasors believe. It is understood and agreed by all Parties to this Agreement that this settlement is a compromise of doubtful and disputed claims, and the payments are not to be construed as an admission of liability on the part of any Releasees, by whom liability is expressly denied.
- 3. Indemnification by Releasors.** It is understood that part of the consideration paid pursuant to this Agreement is paid by Releasees in order to be free of any claims of third parties with respect to the claims of Releasors. Releasors hereby promise to satisfy any such claims out of the settlement proceeds. Releasors further agree to indemnify, hold forever harmless and defend Releasees, and each of them, from and against any and all liens, claims, suits, demands, proceedings or actions, filed or pursued by any third parties, whatsoever related to the subject actions or claims. Such agreement to indemnify by Releasors shall include, but is not limited to, reimbursing all attorney's fees, litigation expenses, and court costs, incurred by Releasees, or any of them, on account of any such third-party liens, claims, suits, demands, proceedings, or actions.
- 4. Mutual Release and Discharge Among All Releasees.** In consideration of the terms of this Agreement, each and every Releasee, on behalf of themselves and any heirs, successors and assigns of Releasees, shall, without limitation, forever mutually release and discharge each and all of the other Releasees and their related entities, parents and subsidiaries, employees, agents, attorneys, insurers, affiliates, predecessors, successors and assigns, without limitation in the broadest sense possible, from any and all demands, actions, causes of action, claims, crossclaims, damages, costs and expenses, of every kind and nature whatsoever, known or unknown, equitable or legal, anticipated or unanticipated, that were or could have been asserted in connection with the Personal Injury Action.
- 5. Dismissal of Declaratory Judgment Action.** In addition to the above, and in consideration of the terms of this Agreement, the Hospital Entities agree to dismiss with

prejudice the Declaratory Judgment Action. The Hospital Entities further forever release and discharge ANS, Farmer, the Estate of Jane Doe, and Federal Insurance Company, and their related entities, parents and subsidiaries, employees, agents, attorneys, insurers, affiliates, predecessors, successors and assigns, without limitation in the broadest sense possible, from the Declaratory Judgment Action and any and all demands, actions, causes of actions, claims, damages, costs and expense of every kind and nature whatsoever, known or unknown, equitable or legal, anticipated or unanticipated, that were or could have been asserted in connection with the Declaratory Judgment Action.

- 6. Vacation of Interlocutory Orders.** During the course of the Personal Injury Action, the District Court entered two interlocutory orders against the Hospital Entities: November 4, 2015 (imposing sanctions) and December 10, 2015 (rehearing of the November 4, 2015 order). The Hospital Entities intend to move to vacate those two orders (the “Motion to Vacate”) prior to the dismissal of the Personal Injury Action. The Parties agree that the Personal Injury Action shall not be dismissed until the District Court has ruled on the Hospital Entities’ Motion to Vacate. Releasors and their counsel agree not to oppose the Hospital Entities’ Motion to Vacate. However, all monies due and owing under this Agreement shall be paid by January 29, 2016, regardless of the status of the ruling on the Motion to Vacate and/or the ultimate dismissal of the Personal Injury Action. Notwithstanding same, Releasors shall execute a Stipulation to Dismiss the Personal Injury Action on or before January 29, 2016, and this Agreement, in order to receive all sums due herein by or before January 29, 2016.
- 7. Confidentiality.** In consideration of the terms of this Agreement, the Parties further hereby agree to keep confidential all settlement terms, conditions and provisions of this Agreement in full. The Parties further expressly agree and acknowledge that they will not disclose, discuss, or comment on any of the facts, circumstances, terms, or conditions of the subject settlement to any persons or media outlets, including, but not limited to, print, television, radio, electronic, and social, media. An exception to these provisions exists where disclosure must be made to persons necessary for the consummation of the settlement, such as employees or agents of the Parties or their attorneys or insurers. A further exception to these provisions exists where disclosure is mandated by court order.
- 8. All Parties as Drafters of this Agreement.** All of the Parties hereunder agree that each has reviewed this Agreement and contributed to its drafting. All Parties hereunder further agree that each of the Parties has been represented by counsel and has voluntarily entered into this Agreement. Accordingly, none of the Parties hereunder shall be construed as a drafter of this Agreement and, therefore, this Agreement shall not be construed against any Party as its drafter.
- 9. Counterparts and Copies.** This Agreement may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument. Further, copies of this Agreement, whether by facsimile or other such reproductive mechanism, shall carry the full force and weight of the original of this Agreement.

10. Governing Law and Venue. The Parties agree that any action to enforce this Agreement shall be brought before a court of competent jurisdiction located in Clark County, Nevada. The Parties further agree that any action to enforce the terms of this Agreement shall be governed by the laws of the State of Nevada. Should any action to enforce the terms of this Agreement become necessary, the prevailing party shall be entitled to all costs of litigation and collection including, but not limited to, reasonable attorney's fees and costs.

11. Releasors' Warranty. Releasors warrant that no other person had or has any interest in or rights to any claims relating to the Personal Injury Action, and Releasors have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands or causes of action referred to in this Agreement.

12. Complete Agreement. Releasors understand and agree that this Agreement constitutes the entire agreement concerning the subject matters herein, that no promise, agreement or inducement not herein expressed has been made to Releasors, that this Agreement supersedes and replaces all prior and contemporaneous agreements, negotiations, representations, warranties and understandings of Releasors as to the subject matters of this Agreement, and that the terms, conditions and provisions of this Agreement are contractual and not a mere recital.

13. Severability. The Parties understand and agree that if any provision of this Agreement shall be declared to be invalid or unenforceable by a court of competent jurisdiction, such provision or portion of this Agreement shall be deemed to be severed and deleted from this Agreement, but this Agreement shall be in all other respects remain unmodified and continue in full force and effect.

**MISTY PETERSEN, Individually And As
Special Administrator For Estate of
JANE DOE**

Signature: Misty Pet
Dated: 1-25-16

MICAH PETERSEN

Signature: [Signature]
Dated: 1-25-16

MARSHALL PETERSEN

Signature: [Signature]
Dated: 1-25-16

**VALLEY HEALTH SYSTEM, LLC and
UNIVERSAL HEALTH SERVICES, INC.**

By: _____
Print Name: _____
Title: _____
Dated: _____

AMERICAN NURSING SERVICES, INC.

STEVEN DALE FARMER

By: _____

Signature: _____

Print Name: _____

Dated: _____

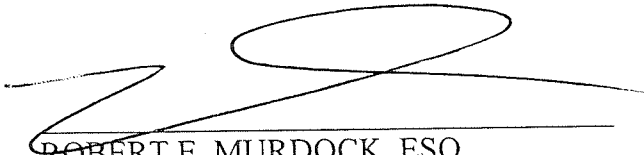
Title: _____

Dated: _____

APPROVED AS TO FORM AND CONTENT:

MURDOCK & ASSOCIATES, CHTD.

HALL PRANGLE & SCHOONVELD, LLC


ROBERT E. MURDOCK, ESQ.
ECKLEY M. KEACH, ESQ.
520 South Fourth Street
Las Vegas, NV 89101
Attorneys for MISTY PETERSEN, MICAH
PETERSEN, MARSHALL PETERSEN and
ESTATE OF JANE DOE

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Las Vegas, NV 89144
Attorneys for VALLEY HEALTH SYSTEM,
LLC and UNIVERSAL HEALTH
SERVICES, INC.

CARROLL, KELLY, TROTTER, FRANZEN,
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6385 S. Rainbow Blvd., # 600
Las Vegas, NV 89118
Attorneys for AMERICAN NURSING
SERVICES, INC.

IN THE SUPREME COURT OF THE STATE OF NEVADA

VALLEY HEALTH SYSTEM, LLC,
A NEVADA LIMITED LIABILITY
COMPANY D/B/A CENTENNIAL
HILLS HOSPITAL MEDICAL
CENTER; AND UNIVERSAL
HEALTH SERVICES, INC., A
DELAWARE CORPORATION
Appellants,
vs.
ESTATE OF JANE DOE, BY AND
THROUGH ITS SPECIAL
ADMINISTRATOR, MISTY
PETERSON,
Respondents.

Supreme Court No. 70083

Electronically Filed
May 12 2016 03:42 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

**MOTION FOR GUIDANCE AND/OR MOTION TO DISMISS THE
ESTATE OF JANE DOE**

Pursuant to Rule 27 of the Nevada Rules of Appellate Procedure, Estate of Jane Doe, by and through its Special Administrator, Misty Petersen (herein “Respondents”), by and through its attorneys of record Murdock & Associates, Chtd., and Eckley M. Keach, Chtd. files the instant Motion for Guidance and/or to dismiss the Estate of Jane Doe from the instant matter.

NRAP 26.1 DISCLOSURE

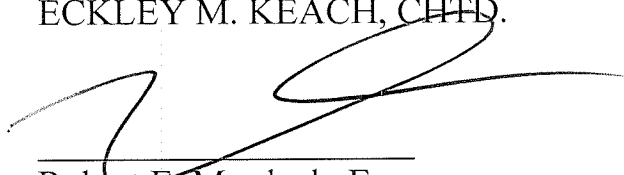
Respondents Estate of Jane Doe, by and through its Special Administrator, Misty Petersen, by and through its attorneys of record Murdock & Associates, Chtd., and Eckley M. Keach, Chtd. hereby submits its Disclosure Statement pursuant to NRAP 26.1

The undersigned counsel of record certifies that there are no parent corporations and/or publicly held company that owns 10% or more of the party's stock.

The Estate of Jane Doe, by and through its Special Administrator, Misty Petersen, has been represented by the law firms Murdock & Associates, Chtd., and Eckley M. Keach, Chtd. in all proceedings before the District Court and in the instant matter.

DATED this 12th day of May, 2016.

MURDOCK & ASSOCIATES, CHTD.
ECKLEY M. KEACH, CHTD.



Robert E. Murdock, Esq.
Nevada Bar No. 4013
Eckley M. Keach, Esq.
Nevada Bar No. 1154
521 South Third Street
Las Vegas, NV 89101
(702) 685-6111
Attorneys for Respondents
Estate of Jane Doe

//

//

//

//

POINTS AND AUTHORITIES

The matter at hand has caused an issue that causes The Estate, *as well as counsel for the Estate*, certain issues. The Estate's claims have all been satisfied by the Release and Stipulation to Dismiss. Yet, the Estate is named as the "respondent" in this matter. To be clear, the Estate is not commenting on any aspect of the appeal including standing, ripeness, mootness, or any other issue. In the Estate's view, this case is over. But, that is solely the Estate's view.

The underlying facts of the case are not at issue. Based upon the Docketing Statement of Appellants, the issues on appeal are solely related to "the November 4, 2015 Order Striking Answer of Defendant Valley Health System LLC as Sanction for Discovery Misconduct (along with the associated December 10, 2015 Order Denying Motion for Reconsideration), which includes, but is not limited to, the District Court's ruling that Centennial Hills and UHS pay a monetary sanction to non-party." Docketing Statement at 3:12-16.

The problem for the Estate of Jane Doe is that for it, the matter is and has been completely resolved. The Estate of Jane Doe has been paid in full (by all parties) and has Released the Defendants (including Valley Health). See Redacted Release attached hereto as Exhibit One.¹ In addition, The Estate of Jane Doe was a party to

¹ The redactions are the amounts paid.

a Stipulation to Dismiss that was entered by Judge Scotti on 18 February, 2016. See Exhibit Two. So, despite being named “respondent” by Valley Health (See Docketing Statement at 2:15-20), the fact is, the Estate does not have any “skin in the game.”

However, the appeal places the Estate and its Counsel in a quandary. And, as a result, the Estate and its Counsel seek guidance from this Court, or, in the alternative, seeks dismissal of the Estate from the appeal.

The language in the Release relevant hereto states:

“6. **Vacation of Interlocutory Orders.** During the course of the Personal Injury Action, the District Court entered two interlocutory orders against the Hospital Entities: November 4, 2015 (imposing sanctions) and December 10, 2015 (rehearing of the November 4, 2015 order). **The Hospital Entities intend to move to vacate those two orders (the “Motion to Vacate”) prior to the dismissal of the Personal Injury Action.** The parties agree that the Personal Injury Action shall not be dismissed until the District Court has ruled on the Hospitals’ Entities Motion to Vacate. Releasors and their counsel agree not to oppose the Hospital Entities’ Motion to Vacate. However, all monies due and owing under this Agreement shall be paid by January 29, 2016, regardless of the status of the ruling on the Motion to Vacate and/or the ultimate dismissal of the Personal Injury Action. Notwithstanding same, Releasors shall execute a Stipulation to Dismiss the Personal Injury Action on or before January 29, 2016, and this Agreement, in order to receive all sums due herein by or before January 29, 2016.”

In other words, the Estate agreed not to oppose the vacating of the interlocutory Orders on a Motion to Vacate. However, the Hospital Entities (Valley Health, etc.) never filed a Motion to Vacate—instead, they filed the instant appeal.

The Stipulation to Dismiss executed by the parties and entered by Judge Scotti also has a relevant section:

“Additionally, the Parties hereby stipulate and agree that, notwithstanding the dismissal of this matter and the terms of the Settlement Agreement and Release between the Parties, Centennial Hills and Hall Prangle & Schoonveld hereby preserve their right to appeal the November 4, 2015 Order Striking Answer of Defendant Valley Health System LLC as Sanction for Discovery Misconduct (the “November Order”), along with the associated December 10, 2015 Order Denying Motion for Reconsideration (the “December Order”) (the November Order and the December Order are jointly referred to as the “Sanction Order”). This Court shall retain jurisdiction over this matter until thirty days following resolution of the appeal.”

This means that the Centennial Hills and Hall Prangle preserved their right to appeal the various interlocutory Orders but says nothing about what the Estate should do regarding the appeal.

As stated, the Estate agreed to not oppose the Motion to Vacate. However, the Estate did not agree to stand silent as to any appeal of the Orders to this Court. Now, to be sure, one could look at the Motion to Vacate as basically a synonym for the appeal of the Order. The result would be the same: if the appeal is won, the Orders would be vacated, and, if a Motion to Vacate was filed and won, it would also vacate the Orders. However, an equal argument could be made that by filing the appeal and not a Motion to Vacate, Valley Health “freed up” the Estate from its agreement. There is a difference in that the Motion to Vacate would be heard by Judge Scotti who heard the matters. The appeal would be heard by this Court and would basically

use an abuse of discretion standard.² And, it would be one thing to stand silent in front of the Judge who heard the various Motions; it is quite another to stand silent in front of this Court who did not hear the arguments, watch the arguments, watch the testimony or listen to the testimony. For example, if this Court was to have oral argument and ask the Estate's counsel questions, the Estate and counsel would be in a precarious position based upon the Release.

This being said, the Estate has been fully paid and though the Estate may have some wounds from the litigation, the Estate does not desire to participate in an appeal where it will receive no economic benefit—*no matter the result*.

But, counsel for the Estate also has responsibilities as Officers of the Court. Since the matter involves quite serious litigation issues, Counsel for the Estate could envision this Court wanting to know various matters about what occurred and what the Estate believes about same. In truth, Counsel for the Estate has never seen an appeal with just one party. On the other hand, that doesn't mean that such cannot occur.

Counsel for the Estate do not want to shirk any responsibilities to this Court (*or any other*). Were this Court to Order the Estate to file a responsive brief and/or attend oral argument, Counsel would have to notwithstanding the agreement in the

² See **Bahena v. Goodyear Tire**, 126 NEV. ADV. OP. NO. 26, 49207 (2010).

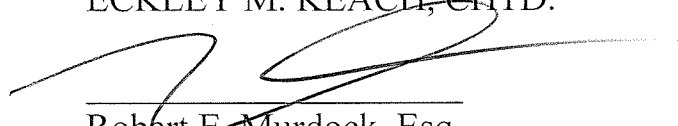
Release to not oppose a Motion to Vacate the Orders. And, of course, it goes without saying that Counsel would have to answer fully and without reservation.

In reality, the “respondent” is Judge Scotti. And perhaps, Judge Scotti is the proper respondent in this situation (although candidly, counsel has never seen such a situation). However, The Estate and its Counsel have nothing to do with this case at this point.

To be succinct, neither the Estate nor counsel wish to violate the terms of the Release. Likewise, neither the Estate nor counsel wish to violate an Order of this Court. Accordingly, respectfully, the Estate and counsel wish to have this Court (and the Valley Health Appellants) provide guidance as to how the Estate and counsel should proceed. In the alternative, the Estate would request that it be dismissed as “respondent” in this matter.

DATED this 12th day of May, 2016.

Respectfully submitted,
MURDOCK & ASSOCIATES, CHTD.
ECKLEY M. KEACH, CHTD.



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Estate of Jane Doe

DECLARATION OF ROBERT E. MURDOCK

ROBERT E. MURDOCK, declares:

1. I am an attorney licensed to practice law in the State of Nevada and, along with Eckley M. Keach, represent Respondents Estate of Jane Doe in the above-captioned action.
2. I have personal knowledge of the facts set forth herein and am capable and willing to testify to same if called upon to do so.
3. Attached hereto as Exhibit "1" is a true and correct copy /redacted/ of Settlement Agreement and Release.
4. Attached hereto as Exhibit "2" is a true and correct copy of Stipulation and Order to Dismiss, signed by Judge Scotti on 18 February 2016.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.


ROBERT E. MURDOCK

CERTIFICATE OF SERVICE

I hereby certify and affirm that this document was filed electronically with the Nevada Supreme Court on the 12th day of May, 2016. Electronic Service of the foregoing document is made using The Supreme Court's Web Based Electronic Filing System (EFlex) in accordance with the Master Service List as Follows:

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/s/ Vera Minkova
Employee of Murdock & Associates, Chtd., and
Eckley M. Keach, Chtd.