

IN THE SUPREME COURT OF THE STATE OF NEVADA

**Supreme Court Case No.
District Court Case No. A-19-792978**

UnitedHealth Group, Inc., United Healthcare Insurance Company, UnitedHealthcare
Care Services, Inc., UMR, Inc., Oxford Health Plans, Inc., Sierra Health-Care
Insurance Company, Inc., Sierra Health-Care Options, Inc., Health Plan of Nevada,
Inc.,
Petitioners

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Elizabeth A. Brown
Clerk of Supreme Court

v.

The Eighth Judicial District Court, State of Nevada, Clark County, and
the Honorable Nancy L. Allf, District Court Judge,
Respondent

and

Fremont Emergency Services (Mandavia), Ltd., Team Physicians of Nevada-
Mandavia, P.C., Crum Stefanko and Jones, Ltd.,
Real Parties in Interest.

PETITIONER'S APPENDIX – VOLUME 6

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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD., a Nevada professional
corporation,

Plaintiff,

vs.

UNITED HEALTHCARE INSURANCE
COMPANY, a Connecticut corporation;
UNITED HEALTH CARE SERVICES INC.,
dba UNITEDHEALTHCARE, a Minnesota
corporation; UMR, INC., dba UNITED
MEDICAL RESOURCES, a Delaware
corporation; OXFORD HEALTH PLANS,
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: 2:19-cv-00832-JAD-VCF

**FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD.'S FIRST SET OF
REQUESTS FOR PRODUCTION
TO DEFENDANTS**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure plaintiff Fremont
Emergency Services (Mandavia), Ltd. ("Fremont") serves the following First Set of Requests for
Production of Documents ("Document Requests") to defendants United HealthCare Insurance
Company ("UHCIC"), United HealthCare Services, Inc. ("UHC Services"), UMR, Inc. ("UMR"),
Oxford Health Plans, Inc. ("Oxford" and collectively the "UH Parties"), Sierra Health and Life

1 Insurance Company, Inc. (“Sierra”), Sierra Health-Care Options, Inc. (“Sierra Options”) and
2 Health Plan of Nevada, Inc. (“HPN” and with “Sierra and Sierra Options, the “Sierra Affiliates”
3 and collectively with the UH Parties, “United HealthCare”) and asks that United HealthCare
4 respond in writing within thirty (30) days of the date of service, to McDonald Carano LLP, 2300
5 West Sahara Avenue, Suite 1200, Las Vegas, Nevada 89102. These Document Requests are
6 continuing in nature and Defendant must timely supplement the answers to them under Fed. R.
7 Civ. P. 26(e) whenever a response is in some material respect incomplete or incorrect.

8 DEFINITIONS

9 1. “Communicate” means every manner or means of disclosure or transfer or
10 exchange of information whether orally, by document or otherwise, and whether face to face, in a
11 meeting, by telephone or other electronic media, mail, personal delivery or otherwise.

12 2. “Communication” means the transfer of information from a person or entity, place,
13 location, format, or medium to another person or entity, place, location, format, or medium,
14 without regard to the means employed to accomplish such transfer of information, but including
15 without limitation oral, written and electronic information transfers. Each such information
16 transfer, if interrupted or otherwise separated in time, is a separate communication.

17 3. “Document” is defined to be synonymous in meaning and equal or exceeding in
18 scope to the usage of this term in Fed. R. Civ. P. 34(a). It includes images, words and symbols
19 that are electronically stored and which, if printed on paper, would be the text of a document, as
20 well as metadata contained within particular electronic files. It also means all written or graphic
21 matter of every kind or description however produced or reproduced whether in draft, in final,
22 original or reproduction, signed or unsigned, whether or not now in existence, and regardless of
23 whether approved, sent, received, redrafted or executed, and includes without limiting the
24 generality of its meaning all correspondence, telegrams, notes, e-mail, video or sound recordings
25 of any type of communication(s), conversation(s), meeting(s), or conference(s), minutes of
26 meetings, memoranda, interoffice communications, intra office communications, notations,
27 correspondence, diaries, desk calendars, appointment books, reports, studies, analyses,
28 summaries, results of investigations or tests, reviews, contracts, agreements, working papers, tax

1 returns, statistical records, ledgers, books of account, vouchers, bank checks, bank statements,
2 invoices, receipts, records, business records, photographs, tape or sound recordings, maps, charts,
3 photographs, plats, drawings or other graphic representations, logs, investigators' reports,
4 stenographers' notebooks, manuals, directives, bulletins, computer data, computer records, or data
5 compilations of any type or kind of material similar to any of the foregoing however denominated
6 and to whomever addressed. "Document" shall include but is not limited to any electronically
7 stored data on magnetic or optical storage media as an "active" file (readily readable by one or
8 more computer applications or forensic software); any "deleted" but recoverable electronic files
9 on said media; any electronic file fragments (files that have been deleted and partially overwritten
10 with new data); and slack (data fragments stored randomly from random access memory on a hard
11 drive during the normal operation of a computer [RAM slack] or residual data left on the hard
12 drive after new data has overwritten some but not all of the previously stored data. "Document"
13 shall exclude exact duplicates when originals are available but shall include all copies made
14 different from originals by virtue of any writings, notations, symbols, characters, impressions or
15 any marks thereon.

16 4. Data iSight is the trademark of an analytics service owned by National Care
17 Network, LLC. Data iSight and National Care Network, LLC are collectively referred to as "Data
18 iSight."

19 5. "Fremont" shall mean and refer to Fremont Emergency Services (Mandavia), Ltd.
20 and/or any past or present agents, representatives, employees, partners, principals, members,
21 assigns, predecessors-in-interest, successors-in-interest, affiliates and every person acting or
22 purporting to act, or who has ever acted or purported to act, on its behalf.

23 6. "Defendants," "You," or "Your" shall mean and refer to Defendants United
24 HealthCare Insurance Company, United HealthCare Services, Inc., UMR, Inc., Oxford Health
25 Plans, Inc., Sierra Health and Life Insurance Company, Inc., Sierra Health-Care Options, Inc. and
26 Health Plan of Nevada, Inc. and/or any past or present agents, representatives, employees,
27 partners, principals, members, assigns, predecessors-in-interest, successors-in-interest, and every
28 person acting or purporting to act, or who has ever acted or purported to act, on their behalf.

1 7. “UH Parties” means and refers to defendants United HealthCare Insurance
2 Company, United HealthCare Services, Inc., UMR, Inc. and Oxford Health Plans, Inc.

3 8. “Sierra Affiliates” means and refers to defendants Sierra Health and Life Insurance
4 Company, Inc., Sierra Health-Care Options, Inc., and Health Plan of Nevada, Inc.

5 9. “Lawsuit” shall mean and refer to the lawsuit styled *Fremont Emergency Services*
6 (*Mandavia*), *Ltd. v. United HealthCare Insurance Company, et al.* filed in the Eighth Judicial
7 District Court, Clark County, Nevada, Case No. A-19-792978-B and removed to the United States
8 District Court, D. Nevada, Case No. 2:19-cv-00832-JAD-VCF.

9 10. A “claim” means any billing instrument or request for reimbursement by a Provider
10 for medical services provided.

11 11. “CLAIM” or “CLAIMS” means those claims for reimbursement for Emergency
12 Services and Care or Nonemergency Services and Care provided by Fremont to Your Plan
13 Members for dates of service on or after July 1, 2017 (UH Parties) and on or after March 1, 2019
14 (Sierra Affiliates).

15 12. “Emergency Services and Care” means medical screening, examination, and
16 evaluation by a physician or, to the extent permitted by applicable law, by other appropriate
17 personnel under the supervision of a physician, to determine if an emergency medical condition
18 exists, and if the physician or personnel determines that it does exist, the care, treatment, or surgery
19 for a covered service by a physician necessary to relieve or eliminate the emergency medical
20 condition within the service capability of a hospital.

21 13. “Emergency Medicine Services” shall mean and refer to evaluation and
22 management services (described by CPT codes 99281-99285), critical care services (described by
23 CPT codes 99291-92) and the associated procedures performed by Fremont in the State of Nevada.

24 14. “Emergency Medicine Group” shall mean and refer to any or all groups of
25 physicians, mid-level practitioners and other healthcare providers that staff hospital emergency
26 departments, observations units and urgent care clinics in the State of Nevada, whether the group
27 is structured as a professional corporation, a limited liability corporation, partnership, or
28 otherwise.

15. "Emergency Department Services" shall mean all services performed in the emergency department of a hospital in the State of Nevada by a hospital, physicians of any specialty (not limited to emergency medicine physicians), nurses or any healthcare providers.

16. "Nonemergency Services and Care" means medical services and care which are not Emergency Services and Care.

17. "Non-Participating Provider" or "Non-Network Provider" means a healthcare provider who has not been designated by You as a "participating" or "network" provider.

18. "Participating Provider" or "Network Provider" means a healthcare provider who has an agreement with You as an independent contractor or otherwise, or who has been designated by You, to provide services to Plan Members.

19. "Plan" means any health benefit product or program, including but not limited to an HMO, an Exclusive Provider Organization ("EPO") or Preferred Provider Organization ("PPO") product or program, issued, administered, or serviced by You.

20. "Plan Member" means an individual covered by or enrolled in a Plan.

21. "Provider" means any physician, hospital, or other institution, organization, or person that furnishes health care services and is licensed to do so in the state where those services are furnished.

INSTRUCTIONS

1. These Document Requests seek all requested documents that are in Defendant's possession, custody, and/or control, including without limitation, any records depositories or archives.

2. Copies of requested documents that differ from other copies of the document by reason of alterations, margin notes, comments, attached materials, or otherwise shall be considered separate documents and shall be produced separately.

3. Documents that are physically attached to, segregated and/or separated from other documents, whether by inclusion in binders, files, sub files, or by use of dividers, tabs, or any other method, shall be left so attached, segregated, and/or separated when produced, and shall be retained in the order in which they are maintained, in the file where they are found.

1 4. If you contend that any document requested to be produced, or any part thereof, is
2 protected from discovery by the attorney-client privilege, work product doctrine, or some other
3 ground or privilege or immunity, as required under Rule 26(b)(5) of the Federal Rules of Civil
4 Procedure, produce a log that identifies each document withheld and provides at a minimum the
5 following information:

- 6 a. the place, date, and manner of preparation or other recording of the document;
7 b. the title and subject matter of the document;
8 c. the identity and position of the author, the addressee, and all recipients of the
9 document; and
10 d. a statement of (i) the nature of the legal privilege claimed or other reason for
11 withholding the document and (ii) the factual basis for that claim of privilege or
12 other reason for withholding, including the facts establishing any claim of
13 privilege, the facts showing that the privilege has not been waived, the status of the
14 person claiming the privilege, and a statement as to whether the contents of the
15 document are limited to legal advice or contain other subject matter.

16 5. For each document from which portions were withheld pursuant to instruction 4,
17 identify and produce all other portions of the document not so withheld.

18 6. Scope of Answers. In answering these Document Requests, you are requested to
19 furnish all information available to you, however obtained, including hearsay, information known
20 by you or in your possession or appearing in your records, information in the possession of your
21 attorneys, your investigators, and all persons acting on your behalf, and not merely the information
22 known of your own personal knowledge.

23 7. Qualification of Answers. If your answer is in any way qualified, please state the
24 exact nature and extent of the qualification.

25 8. If additional information or documents become known to Defendant regarding any
26 of these Document Requests following the initial response and submission to Plaintiff,
27 supplementation of the response with such information is required.

28 9. For each document produced, identify the specific document request number or
numbers to which the document is responsive.

 10. All documents are to be produced as they are kept in the usual course of business
including any labels, file markings, or similar identifying features, or shall be organized and

1 labeled to correspond to the categories requested herein. If there are no documents in response to
2 a particular request, or if you withhold any responsive documents or categories of documents
3 based on any objections, You shall state so in writing.

4 11. Where a request seeks the production of electronically stored information ("ESI"),
5 that information must be produced in its native format with corresponding load files containing
6 the document's text and all available metadata. For purposes of these discovery requests, "native
7 format" means a file saved in the format designated by the original application used to create it.

8 12. If you object to any Request in part, you shall respond fully to the extent not
9 objected to, and set forth specifically the grounds upon which the objection is based.

10 13. If you cannot answer a Request fully after exercising due diligence to secure the
11 documents requested, so state and respond to the extent possible, specifying your inability to
12 respond to the remainder, the reasons therefore, the steps taken to secure the documents that were
13 not produced, and stating whatever information or knowledge you have concerning the missing
14 documents. Please also identify the person you believe to have possession of the missing
15 documents, and the facts upon which you base your response.

16 **RULES OF CONSTRUCTION**

17 1. The terms "relate to," "related to," "relating to," "relative to," and "in relation to,"
18 include without limitation "refer to," "summarize," "reflect," "constitute," "concern," "contain,"
19 "embody," "mention," "show," "comprise," "evidence," "discuss," "describe," or "pertaining to."

20 2. The term "concerning" means and includes without limitation "regarding,"
21 "pertaining to," "reflecting," "referring to," "relating to," "containing," "embodying,"
22 "mentioning," "evidencing," "constituting," or "describing."

23 3. The use of the masculine gender, as used herein, also means the feminine, or neuter,
24 whichever makes a discovery interrogatory more inclusive.

25 4. The words "and" and "or" shall be construed conjunctively or disjunctively,
26 whichever makes a discovery interrogatory more inclusive.

27 5. The use of the singular form of any word includes the plural and vice versa.

28 6. The terms "person or entity" and "persons or entities" mean any individual, firm,

1 corporation, joint venture, partnership, association, fund, other organization, or any collection or
2 combination thereof.

3 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

4 **REQUEST FOR PRODUCTION NO. 1:**

5 Produce all Documents and/or Communications with the Nevada Division of Insurance
6 and/or Nevada Insurance Commissioner relating to or concerning NRS 679B.152.

7 **REQUEST FOR PRODUCTION NO. 2:**

8 Produce any and all Documents and/or Communications regarding, discussing, or referring
9 to NRS 679B.152

10 **REQUEST FOR PRODUCTION NO. 3:**

11 Produce any and all Documents and/or Communications between You and Fremont
12 regarding any of the CLAIMS.

13 **REQUEST FOR PRODUCTION NO. 4:**

14 Produce all Documents and/or Communications regarding Your adjudication and/or
15 payment of each CLAIMS that Fremont submitted to You for payment between July 1, 2017, and
16 the present.

17 **REQUEST FOR PRODUCTION NO. 5:**

18 Produce any and all Documents and/or Communications relating to Your determination
19 and/or calculation of the allowed amount and reimbursement for any of the CLAIMS, including
20 the following: (i) the method by which the allowed amount and reimbursement for the Claim was
21 calculated; (ii) the total amount You allowed and agreed to pay; (iii) any contractual or other
22 allowance taken; and (iv) the method, date, and final amount of payment.

23 **REQUEST FOR PRODUCTION NO. 6:**

24 Produce any and all Documents and/or Communications relating to Your decision to
25 reduce payment for any CLAIM.

26 ...

27 ...

28 ...

REQUEST FOR PRODUCTION NO. 7:

Produce any and all Documents and/or Communications supporting or relating to Your contention or belief that You are entitled to pay or allow less than Fremont's full billed charges for any of the CLAIMS.

REQUEST FOR PRODUCTION NO. 8:

If you contend that any course of prior business dealing(s) by and between You and Fremont entitle(s) You to pay less than Fremont's full billed charges for any of the CLAIMS, or is otherwise relevant to the amounts paid for any of the CLAIMS, produce any Documents and/or Communications relating to any such prior course of business dealing(s).

REQUEST FOR PRODUCTION NO. 9:

If you contend that any agreement(s) by and between You and Fremont entitles You to pay less than Fremont's full billed charges for any of the CLAIMS, or is otherwise relevant to the amounts paid for any of the CLAIMS, produce any Documents and/or Communications relating to any such agreement(s).

REQUEST FOR PRODUCTION NO. 10:

Produce any and all Documents and/or Communications relating to the methodology You currently use, or used during calendar or Plan years 2016, 2017, 2018 and/or 2019 to determine and/or calculate Your reimbursement of Non-Participating Providers in Nevada for Emergency Medicine Services.

REQUEST FOR PRODUCTION NO. 11:

Produce all Documents and/or Communications between You and any third-party, including but not limited to Data iSight, relating to (a) any claim for payment for medical services rendered by Fremont to any Plan Member, or (b) any medical services rendered by Fremont to any Plan Member.

REQUEST FOR PRODUCTION NO. 12:

Produce all Documents identifying and describing all products or services Data iSight, provides to You with respect to Your Health Plans issued in Nevada or any other state, including without limitation repricing services provided to You, whether You adjudicated and paid any

1 claims in accordance with re-pricing information recommended by Data iSight, and the appeals
2 administration services provided to You.

3 **REQUEST FOR PRODUCTION NO. 13:**

4 Produce all Documents and/or Communications concerning, evidencing, or relating to any
5 negotiations or discussions concerning Non-Participating Provider reimbursement rates between
6 You and Fremont, including, without limitation, documents and/or communications relating to the
7 meeting in or around December 2017 between You, including, but not limited to, Dan Rosenthal,
8 John Haben, and Greg Dosedel, and Fremont, where Defendants proposed new benchmark pricing
9 program and new contractual rates.

10 **REQUEST FOR PRODUCTION NO. 14:**

11 Produce all Documents regarding rates insurers and/or payors other than You have paid
12 for Emergency Services and Care in Nevada to either or both Participating or Non-Participating
13 Providers from July 1, 2016, to the present.

14 **REQUEST FOR PRODUCTION NO. 15:**

15 Produce all Documents and/or Communications, reflecting, analyzing, or discussing the
16 methodology you used to calculate or determine Non-Participating Provider reimbursement rates
17 for Emergency Services in Nevada, including, but not limited to, any documents and/or
18 communications you used or created in the process of calculating and/or determining the
19 prevailing charges, the reasonable and customary charges, the usual and customary charges, the
20 average area charges, the reasonable value, and/or the fair market value for Emergency Services
21 in Clark County.

22 **REQUEST FOR PRODUCTION NO. 16:**

23 Produce all Documents that refer, relate or otherwise reflect shared savings programs in
24 Nevada for Fremont's out-of-network claims from July 1, 2017 to present. This request includes,
25 without limitation, contracts with third parties regarding Your shared savings program, amounts
26 invoiced by You to third parties for the shared savings program for Fremont's out-of-network
27 claims, amount You were compensated for the shared savings program for Fremont's out-of-
28 network claims.

REQUEST FOR PRODUCTION NO. 17:

All Communications between You and any third-party, relating to (a) any CLAIM for payment for medical services rendered by Fremont to any Plan Member, or (b) any medical services rendered by Fremont to any Plan Member.

REQUEST FOR PRODUCTION NO. 18:

All documents and/or communications regarding the rational, basis, or justification for the reduced rates for emergency services proposed to Fremont in or around 2017 to Present.

REQUEST FOR PRODUCTION NO. 19:

All documents regarding the Provider charges and/or reimbursement rates that You have paid to Participating or Non-Participating Providers from July 1, 2017, to the present in Nevada. Without waiving any right to seek further categories of documentation, at this juncture, Fremont is willing to accept, in lieu of contractual documents, data which is blinded or redacted and/or aggregated or summarized form.

REQUEST FOR PRODUCTION NO. 20:

All Documents relied on for the determination of the recommended rate of reimbursement for any CLAIM by Fremont for payment for services rendered to any Plan Member. This request includes, without limitation, all cost data, reimbursement data, and other data and Documents upon which such recommended rates are based.

REQUEST FOR PRODUCTION NO. 21:

All Documents relating to Your relationship Data iSight, including any and all agreements between You and Data iSight, and any and all documents that explain the scope and extent of the relationship, Your permitted uses of the data provided by Data iSight, and the services performed by Data iSight.

REQUEST FOR PRODUCTION NO. 22:

Produce any and all Documents and/or Communications relating to any analysis of the usual and customary provider charges for similar services in Nevada for Emergency Medicine Services.

REQUEST FOR PRODUCTION NO. 23:

Produce any and all Documents and/or Communications relating to any analysis of any Nevada statutes or guidelines You currently use, or used during calendar or Plan years 2016, 2017, 2018 and/or 2019, to determine and/or calculate Your reimbursement of Non-Participating Providers in Nevada for Emergency Medicine Services.

REQUEST FOR PRODUCTION NO. 24:

Produce any and all Documents and/or Communications relating to any analysis of Nevada statutes with regard to the payment of the CLAIMS.

REQUEST FOR PRODUCTION NO. 25:

Produce all agreements between You and any Participating Providers in Nevada relating to the provision of Emergency Medicine Services to Plan Members.

REQUEST FOR PRODUCTION NO. 26:

Produce any and all Documents and/or Communications regarding the provider charges and/or reimbursement rates that other insurers and/or payors have paid for Emergency Medicine Services in Nevada to either or both participating or non-participating providers from January 1, 2016, to the present, including Documents and/or Communications containing any such data or information produced in a blinded or redacted form and/or aggregated or summarized form.

REQUEST FOR PRODUCTION NO. 27:

Produce any and All Documents and/or Communications concerning, evidencing, or relating to any negotiations or discussions concerning non-participating provider reimbursement rates between the UH Parties and Fremont, including negotiations or discussions leading up to any participation agreements or contracts with Fremont in effect prior to July 1, 2017.

REQUEST FOR PRODUCTION NO. 28:

Produce any and All Documents and/or Communications concerning, evidencing, or relating to any negotiations or discussions concerning non-participating provider reimbursement rates between the Sierra Affiliates and Fremont, including negotiations or discussions leading up to any participation agreements or contracts with Fremont in effect prior to March 1, 2019.

1 **REQUEST FOR PRODUCTION NO. 29:**

2 Produce any and all contracts and participation agreements that You have or had with any
3 Emergency Medicine Groups and/or any hospitals or other providers of Emergency Department
4 Services other than Fremont that were in effect at any point from January 1, 2016, through the
5 present, including all fee or rate schedules and amendments and addendums, and all other
6 documents reflecting the agreed-upon terms for reimbursement for any product or service.

7 **REQUEST FOR PRODUCTION NO. 30:**

8 Produce any and all Documents and/or Communications between You and any Emergency
9 Medicine Groups and/or any hospitals or other providers of Emergency Department Services other
10 than Fremont occurring at any point from January 1, 2016, through the present relating to
11 negotiations of any reimbursement rates and/or fee schedules for Emergency Medicine Services
12 and/or Emergency Department Services.

13 **REQUEST FOR PRODUCTION NO. 31:**

14 Produce any and all Documents and/or Communications regarding Your goals, thoughts,
15 discussions, considerations, and/or strategy regarding reimbursement rates and/or fee schedules
16 for participating Emergency Medicine Groups and/or any hospitals or other providers of
17 Emergency Department Services from January 1, 2015, through the present.

18 **REQUEST FOR PRODUCTION NO. 32:**

19 Produce any and all Documents and/or Communications regarding Your goals, thoughts,
20 discussions, considerations, and/or strategy regarding reimbursement rates and/or fee schedules
21 for non-participating Emergency Medicine Groups and/or any hospitals or other providers of
22 Emergency Department Services from January 1, 2016, through the present.

23 **REQUEST FOR PRODUCTION NO. 33:**

24 Produce any and all Documents and/or Communications regarding Your reimbursement
25 rates paid or to be paid to out-of-network Emergency Medicine Groups and/or complaints about
26 Your level of payment for Emergency Medicine Services and/or Emergency Department Services
27 received from out-of-network providers.

28

REQUEST FOR PRODUCTION NO. 34:

Produce any and all Documents and/or Communications regarding the impact, if any, that reimbursement rates paid by You to non-participating providers have had on profits You earned and/or premiums You charged with respect to one or more of Your commercial health plans offered in the State of Nevada from 2016 to the present.

REQUEST FOR PRODUCTION NO. 35:

Produce any and all Documents and/or Communications regarding Your reimbursement policies for non-participating providers considered or adopted, effective January 1, 2016, to the present.

REQUEST FOR PRODUCTION NO. 36:

Produce any and all Documents and/or Communications regarding or reflecting the average or typical rate of payment, or an aggregation, summary or synopsis of those payments, that You allowed from January 1, 2016, to the present for all or any portion of the Emergency Medicine Services and/or Emergency Department Services rendered to Your Plan Members covered under any plan You offer in Nevada.

REQUEST FOR PRODUCTION NO. 37:

Produce any and all Documents and/or Communications concerning Emergency Medicine Services and/or Emergency Department Services You published, provided or made available to either Emergency Medicine Groups or Your Plan Members in Nevada from 2016 to the present concerning Your reimbursement of out-of-network services.

REQUEST FOR PRODUCTION NO. 38:

Produce any and all Documents and/or Communications concerning Your adjudication and/or payment of each claim for Emergency Medicine Services and/or Emergency Department Services that either participating or non-participating Emergency Medical Groups and/or any hospitals or other providers of Emergency Department Services other than Fremont submitted to You for payment between January 1, 2016, and the present.

...

...

1 **REQUEST FOR PRODUCTION NO. 39:**

2 Produce any and all Documents and/or Communications reflecting any policies,
3 procedures, and/or protocols that You contend governs the appeal of Your adjudication and/or
4 payment decision with respect to one or more of the CLAIMS.

5 **REQUEST FOR PRODUCTION NO. 40:**

6 Produce any and all Documents and/or Communications regarding any appeals of adverse
7 determinations, disputes of payment, or any submission of clinical information concerning the
8 CLAIMS.

9 **REQUEST FOR PRODUCTION NO. 41:**

10 Produce any and all Documents and/or Communications regarding any challenges by any
11 other non-participating Emergency Medicine Group and/or any non-participating hospital or other
12 non-participating provider of Emergency Department Services of the appropriateness of the
13 reimbursement rates paid by You for Emergency Medicine Services and/or Emergency
14 Department Services rendered to Your Plan Members from January 1, 2016, to the present.

15 **REQUEST FOR PRODUCTION NO. 42:**

16 Produce any and all Documents and/or Communications regarding, discussing, or referring
17 to any failure by You to attempt to effectuate a prompt, fair, and/or equitable settlement of any
18 CLAIMS.

19 **REQUEST FOR PRODUCTION NO. 43:**

20 Produce any and all Documents and/or Communications suggesting that Medicare
21 reimbursement rate for any Emergency Medicine Services is not a measure of either fair market
22 value or the usual and customary rate for such services.

23 **REQUEST FOR PRODUCTION NO. 44:**

24 Produce all Documents You reviewed or relied upon in preparing Your responses to
25 Fremont's First Set of Interrogatories.

26 ...

27 ...

28 ...

REQUEST FOR PRODUCTION NO. 45:

Produce any and all Documents and/or Communications supporting, refuting, or relating to Your affirmative defenses identified in Your Answers to Fremont's First Set of Interrogatories to Defendants.

DATED this 9th day of December, 2019.

McDONALD CARANO LLP

By: /s/ Kristen T. Gallagher

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 9th day of December, 2019, I caused a true and correct copy of the foregoing **FREMONT EMERGENCY SERVICES (MANDAVIA), LTD.'S FIRST SET OF REQUESTS FOR PRODUCTION TO DEFENDANTS** to be served via hand delivery as follows:

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Insurance Company, United HealthCare
Services, Inc., UMR, Inc., Oxford Health
Plans, Inc., Sierra Health and Life Insurance
Co., Inc., Sierra Health-Care Options, Inc.,
and Health Plan of Nevada, Inc.*

/s/ Marianne Carter
An employee of McDonald Carano LLP

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD., a Nevada professional
corporation; TEAM PHYSICIANS OF
NEVADA-MANDAVIA, P.C., a Nevada
professional corporation; CRUM, STEFANKO
AND JONES, LTD. dba RUBY CREST
EMERGENCY MEDICINE, a Nevada
professional corporation,

Plaintiffs,

vs.

UNITEDHEALTH GROUP, INC., a Delaware
corporation; UNITED HEALTHCARE
INSURANCE COMPANY, a Connecticut
corporation; UNITED HEALTH CARE
SERVICES INC., dba UNITEDHEALTHCARE,
a Minnesota corporation; UMR, INC., dba
UNITED MEDICAL RESOURCES, a Delaware
corporation; OXFORD HEALTH PLANS, INC., a
Delaware corporation; SIERRA HEALTH AND
LIFE INSURANCE COMPANY, INC., a Nevada
corporation; SIERRA HEALTH-CARE
OPTIONS, INC., a Nevada corporation; HEALTH
PLAN OF NEVADA, INC., a Nevada
corporation; DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

**DEFENDANTS' SECOND SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS TO PLAINTIFFS**

Defendants UnitedHealth Group, Inc., UnitedHealthcare Insurance Company ("UHC"),
United HealthCare Services, Inc., UMR, Inc., Oxford Health Plans LLC (incorrectly named as

Oxford Health Plans, Inc.), Sierra Health and Life Insurance Co., Inc., Sierra Health-Care Options, Inc., and Health Plan of Nevada, Inc. (collectively, “Defendants”), request that Plaintiffs Fremont Emergency Services (Mandavia), Ltd., Team Physicians of Nevada-Mandavia, P.C., and Crum, Stefanko and Jones Ltd. dba Ruby Crest Emergency Medicine produce the documents and things requested below at the offices of Weinberg, Wheeler, Hudgins, Gunn, & Dial, 6385 South Rainbow Boulevard, Suite 400, Las Vegas, Nevada 89118 within 30 days of the date of service of this request in accordance with Nevada Rule of Civil Procedure 34. In responding to these requests, adhere to the following definitions and instructions.

DEFINITIONS

Notwithstanding any definition below, each word, term, or phrase used herein is intended to have the broadest meaning permitted under the Nevada Rules of Civil Procedure.

1. “Document” means the original or any copy thereof and any non-identical copy, whether different from the original because of notations made on or attached to such copy, or otherwise, of any written (including handwritten, printed, mimeographed, lithographed, duplicated, typed, or graphic, photographic, or electronic) matter of any kind or nature, and shall include, without limiting the generality of the foregoing, all letters, telegrams, correspondence, contracts, agreements, notes, reports, memoranda, mechanical or electronic sound recordings or transcripts thereof, memoranda of telephone or personal conversations or of meetings, conferences, minutes, board of directors’ minutes, studies, reports, analyses, interoffice communications, books of account, ledgers, work sheets, vouchers, receipts, canceled checks, money orders, invoices, purchase orders, and bills of any nature whatsoever.

2. “Communication” means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise) through written, verbal, audio, electronic, or other means.

3. “Concerning” means relating to, referring to, describing, evidencing, or constituting.

4. “Plaintiffs,” “you,” and “your” refer to Plaintiff Fremont Emergency Services (Mandavia), Ltd., Team Physicians of Nevada-Mandavia, P.C., Crum, Stefanko and Jones Ltd.



1 dba Ruby Crest Emergency Medicine and their past or present officers, directors, employees,
2 corporate parents, subsidiaries, successors, predecessors, affiliates, agents, subcontractors and
3 any other persons or entities who obtained or maintained information on its or their behalf.

4 5. "Action" refers to the above-captioned litigation pending in the Eighth Judicial
5 District Court, Case No.: A-19-792978.

6 6. "Defendants" refers to UnitedHealth Group, Inc., UnitedHealthcare Insurance
7 Company ("UHIC"), United HealthCare Services, Inc. ("UHS"), UMR, Inc. ("UMR"), Oxford
8 Health Plans, Inc. ("Oxford"), Sierra Health and Life Insurance Co., Inc. ("SHL"), Sierra Health-
9 Care Options, Inc. ("SHO"), and Health Plan of Nevada, Inc. ("HPN").

10 7. "Health Care Providers" has the same meaning as the term "Health Care
11 Providers" on page 1 of your First Amended Complaint.

12 8. The term "members" means patients, individuals, and/or any health plan
13 beneficiaries who received medical services.

14 9. "Treat" or "Treatment" means emergency medicine services provided to patients
15 covered under the health plans underwritten, operated, and/or administered by Defendants from
16 July 2017 to present.

17 10. "Claims" means any and all claims for any and all services that Plaintiffs contend
18 Defendants failed to correctly pay or reimburse and/or that Plaintiffs claim Defendants underpaid
19 since on or about July 1, 2017. The definition of Claims also includes, but is not limited to, the
20 claims and emergency medicine services identified in paragraphs 25 through 26 of your First
21 Amended Complaint.

22 11. The term "CPT Code" means Current Procedural Terminology Code.

23 12. The term "Team Health" or "TeamHealth" means "Team Health Holdings, Inc.",
24 including any of its agents, contractors, subcontractors, employees, assigns, delegates,
25 subordinates, affiliates and any corporation, partnership, private equity firm, or other legal entity
26 directly or indirectly owned or controlled by, or which directly or indirectly owns or controls
27 Team Health.



1 13. The term “market survey” means the survey, research and analysis of the market
2 for emergency medical services and/or procedures in the Nevada health care market.

3 14. The term, “regulator” means a person or body that supervises the healthcare,
4 insurance, and/or medical billing markets and/or industries.

5 15. The term “Balance Billing” means billing a patient for the difference between
6 the billed amount for the service and the amount paid by an insurer or administrator in
7 administering the patient’s health benefits plan.

8 16. The term “supporting” means reflecting, mentioning, referring to, evidencing,
9 consisting of, constituting, comprising, creating, containing, embodying, concerning,
10 supporting, refuting, modifying, contradicting, criticizing, discussing, describing, recording,
11 reporting, reflecting, pertaining to, prepared in connection with, and/or arising from.

12 17. The terms “relating to,” “relate,” and “relating” mean reflecting, mentioning,
13 referring to, evidencing, consisting of, constituting, comprising, creating, containing,
14 embodying, concerning, supporting, refuting, modifying, contradicting, criticizing, discussing,
15 describing, recording, reporting, reflecting, pertaining to, prepared in connection with, and/or
16 arising from.

17 18. The term “Charge Description Master” means and refers to the list of all billable
18 services and items to a patient or a patient’s health insurance provider, which captures the cost
19 of each procedure, service, supply, prescription drug, diagnostic test, and other medical
20 services, as well as any fees associated with services, such as equipment fees and room charges.

21 19. “First Amended Complaint” means and refers to your First Amended Complaint
22 filed on or about May 15, 2020 in the above-captioned litigation.

23 20. “Base Units” means the numerical value that has been attached to a CPT code
24 for medical services and/or procedures.

25 21. “Time Units” means timed CPT codes that have associated time listed in their
26 descriptors and are determined by using the total time in minutes actually spending performing
27 a medical service and/or procedure.
28

22. “Modifying Units” mean and refer to modifiers which modify a service/procedure under certain circumstances for appropriate reimbursement, and/or provide information to a Payer regarding the type of medical procedure/service performed, why that procedure/service was necessary, where the service/procedure was performed on the body, and related information.

23. “Conversion Factor” means and refers to a multiplier for converting a quantity expressed in one set of units into an equivalent expressed in another.

24. “Emergency medical services” means any outpatient services for an emergency medical condition, including a severe medical condition that comes on suddenly, needs immediate medical care, or leads a person with average knowledge of health and medicine to believe that, without immediate medical care, it could result in danger to life or health, loss of a bodily function, or loss of function to a body part or organ.

25. The term “administrative remedies” means any non-judicial appeals or review process to challenge a determination, including but not limited to informal or formal administrative appeal processes.

26. “Managed Medicare” and “Managed Medicaid” refer to plans that provide coverage, health benefits and additional services that fill the gaps in Medicare coverage.

27. The term “Commercial Payer” means any entity which arranges for payment or reimbursement of expenses for medical services, including but not limited to commercial healthcare payers.

28. The terms “Payer” and “Payers” include but are not limited to government payers, commercial payers, managed care organizations, private payers, and/or individual payers.

29. The time frame at issue for each request, unless otherwise specified in a request, is from July 2017 to present.

INSTRUCTIONS

1. Produce all documents known or available to you after making a diligent search of your records that are within your possession, custody, or control, or in the possession, custody,

1 or control of your counsel, agents, or representatives, or which can be obtained through
2 reasonably diligent efforts.

3 2. Construe each request in accordance with the following: (i) construe each request
4 for production independently; do not construe any request so as to limit the scope of any other
5 request; (ii) references to the singular include the plural and vice versa; (iii) references to one
6 gender include the other gender; (iv) references to the past include the present and vice versa; (v)
7 disjunctive terms include the conjunctive and vice versa; (vi) the words “and” and “or” are
8 conjunctive and disjunctive as necessary to bring within the scope of the request all responses
9 that might otherwise be construed to be outside of its scope; (vii) the word “all” refers to all and
10 each, and (viii) the word “each” refers to all and each.

11 3. If any document or thing requested was at one time in existence, but is no longer
12 in existence, please so state, specifying for each document and thing, (a) the type of document or
13 thing, (b) the types of information contained therein, (c) the date upon which the document or
14 thing was destroyed or ceased to exist, (d) the circumstances under which it was destroyed or
15 ceased to exist, (e) the identity of all persons having knowledge of the circumstances under
16 which it was destroyed or ceased to exist, and (f) the identity of all persons having knowledge or
17 persons who had knowledge of the contents thereof.

18 4. If you object to a request, state your objection with specificity and state whether
19 any responsive materials are being withheld on the basis of that objection.

20 5. If, in responding to these requests, you claim any ambiguity in interpreting either
21 a request or a definition or instruction applicable thereto, you cannot use such a claim as a basis
22 for failing to respond; instead, you must set forth as part of your response to the request the
23 language deemed to be ambiguous and the interpretation chosen to be used in responding to the
24 request.

25 6. If, in responding to these requests, you assert a privilege to any particular request,
26 provide a privilege log, which identifies the nature of the claimed privilege and, at a minimum,
27 includes enough information so that the propounding party and the Court can make an informed
28 decision whether the matter is indeed privileged.



7. Each request is continuing in nature. If, after responding to these requests, you obtain or become aware of further documents responsive to these requests, promptly produce those documents and things in accordance with Nev. R. Civ. P. 26(e) and the definitions and instructions herein.

REQUESTS FOR PRODUCTION OF DOCUMENTS

23. Please produce all documents supporting your contention that “[t]he Defendants committed the following crimes of racketeering activity: . . . NRS 207.360(36) (involuntary servitude)” as you allege in ¶ 264 of your First Amended Complaint.

24. Please produce all documents supporting your contention that “[t]he Defendants committed the following crimes of racketeering activity: . . . NRS 207.360(35) (any violation of NRS 205.377)” as you allege in ¶ 264 of your First Amended Complaint.

25. Please produce all documents supporting your contention that “[t]he Defendants committed the following crimes of racketeering activity: NRS 207.360(28) (obtaining possession of money or property valued at \$650 or more)” as you allege in ¶ 264 of your First Amended Complaint.

26. Please produce all documents supporting your contention that “[t]he Defendants, on more than two occasions, have schemed with Data iSight to artificially and, without foundation, substantially decrease non-participating provider reimbursement rates” as you allege in ¶ 269 of your First Amended Complaint.

27. Please produce all documents supporting your contention that “[a]s a direct and proximate result of Defendants’ violations of NRS 207.360(28), (35) and (36), the Health Care Providers have sustained a reasonably foreseeable injury in their business or property by a pattern of racketeering activity” as you allege in ¶ 272 of your First Amended Complaint.

28. Please produce all documents supporting your contention that “[a]s a direct and proximate result of Defendants’ violations of NRS 207.360(28), (35) and (36), the Health Care Providers have...suffer[ed] substantial financial losses” as you allege in ¶ 272 of your First Amended Complaint.

29. Please produce all documents supporting your contention that “[e]ach Defendant



1 . . . knows and willingly participates in the scheme to defraud the Health Care Providers” as you
2 allege in ¶ 271 of your First Amended Complaint.

3 30. Please produce the “Letter of Concern” referenced in ¶ 108 of your First
4 Amended Complaint.

5 31. Please produce all documents supporting your contention that Dan Rosenthal and
6 Dan Schumacher made the statements described in ¶¶ 93, 96–98, and 104–105, of your First
7 Amended Complaint.

8 32. Please produce the “written proposal” referenced in ¶ 106 of the First Amended
9 Complaint.

10 33. Please produce all documents demonstrating or confirming that the phone
11 conversations with Data iSight representatives described in ¶¶ 136–140 of your First Amended
12 Complaint occurred.

13 34. Please produce all documents supporting the “examples” given in ¶¶ 166–172 of
14 your First Amended Complaint.

15 35. Please produce all documents supporting your contention that the email and
16 phone call by Data iSight described in ¶ 179 of your First Amended Complaint occurred.

17 36. Please produce all documents supporting your contention that the phone call
18 described in ¶ 180 of your First Amended Complaint occurred.

19 37. Please produce all documents supporting the “examples” given in ¶ 184 of your
20 First Amended Complaint.

21 38. Please produce all documents supporting the “examples” given in ¶ 57 of your
22 First Amended Complaint.

23 39. Please produce all documents supporting the allegations in ¶¶ 71–74 of your First
24 Amended Complaint.

25 40. Please produce all documents supporting the allegations in ¶ 75 of your First
26 Amended Complaint.

27 41. Please produce all documents supporting the “examples” given in ¶¶ 84–87 of
28 your First Amended Complaint.

42. Please produce all documents supporting the allegations in ¶ 109 of your First Amended Complaint that the Defendants “threatened [to] globally terminate[] all existing in-network contracts with medical providers that are part of the TeamHealth organization.”

43. Please produce all documents supporting the allegation in ¶ 109 of the First Amended Complaint that, on or about July 9, 2019, Defendants “globally terminated all existing in-network contracts with medical providers that are part of the TeamHealth organization.”

44. Please produce all documents identified in your responses to Defendants’ Second Set of Interrogatories.

45. Please produce all documents reflecting any of your discussions, deliberations and/or decisions regarding setting, adjusting, and/or maintaining the rates, and each and every component thereof, for each CPT code charged in the Claims. For purposes of this request, the components should include Base Units, Time Units, Modifying Units, and Conversion Factors.

46. Please produce all documents reflecting your decisions to set, adjust (or keep constant) the rates charged, and each and every component thereof, for any of the CPT codes related to the Claims. For purposes of this request, the components should include Base Units, Time Units, Modifying Units, and Conversion Factors.

47. Please produce all documents reflecting any “charge masters” that were used by you that represent your full billed charges for any of the CPT codes related to the Claims from July 1, 2017 to the present.

48. Please produce all documents which you considered from external sources when setting, adjusting (or keeping constant), the rates charged for any of the CPT codes related to the Claims. For purposes of this request, the components should include Base Units, Time Units, Modifying Units, and Conversion Factors from July 1, 2017 to the present.

49. Please produce all documents, including but not limited to reports, analysis, presentations, or studies from any business consulting company you retained which addresses the rates which you have charged or should charge for any of the CPT codes related to the Claims from July 1, 2017 to the present.

50. Please produce all market surveys from any source which you considered at any



1 point when setting, adjusting (or keeping constant) the rates you charged for any of the CPT
2 codes reflect in the Claims from July 1, 2017 to the present.

3 51. Please produce all reports from any business consulting company, retained by
4 you, which addresses the typical rates at which you received payment, or should have expected
5 as payment, from any Payer for any of the CPT codes reflected in the Claims from July 1, 2017
6 to the present.

7 52. Please produce all market surveys, from any source, which you considered at
8 any point when determining the rates you expected as payment from any out-of-network Payer
9 with whom you do not have a participation agreement for any of the CPT codes reflected in the
10 Claims from July 1, 2017 to the present.

11 53. Please produce all documents related to any internal "expected payment" amounts
12 or rates you established for any Payer, including the minimum thresholds for automatic appeals
13 and other administrative remedies from July 1, 2017 to the present.

14 54. Please produce all documents identifying each and every Payer with whom you
15 have or had a contract to provide emergency medical services from July 1, 2017 to present.

16 55. Please produce all contracts which you have or had with any Payer that reflects
17 any amounts you were willing to accept as payment for any medical-related services that you
18 provided from July 1, 2017 to present.

19 56. Please produce all documents relating to any complaints by your patients
20 regarding any amounts charged, including but not limited to any patient Balance Billing for
21 services you provided from July 1, 2017 to present, including but not limited to informal and
22 formal complaints and/or challenges.

23 57. Please produce all documents reflecting complaints by administrators or
24 employees of hospitals or other facilities/organizations providing emergency medical services
25 concerning the amounts charged by you for emergency medical services you provided from
26 July 1, 2017 to present, including but not limited to informal and formal complaints and/or
27 challenges.
28



1 58. Please produce all documents relating to inquiries and/or investigations by
2 regulators in the State of Nevada concerning the rates charged by you for emergency medical
3 services from July 1, 2017 to present.

4 59. Please produce all documents related to inquiries and/or investigations by any
5 agency or sub-agency of the government of the United States concerning the rates charged by
6 you for emergency medical services from July 1, 2017 to present.

7 60. Please produce all documents which identify the members of any groups,
8 committees, or entities, with responsibility for setting, adjusting or maintaining the rates you
9 charge for emergency medical services, including your billing committee(s), if any, from July
10 1, 2017 to present.

11 61. Please produce all documents reflecting your corporate structure for each year
12 from July 1, 2017 to the present.

13 62. Please produce all documents reflecting your billing practices and procedures
14 from July 1, 2017 to present including, but not limited to:

- 15 a) Your decision to appeal (or to not appeal) any payment received from
16 any Payer;
17 b) The calculation of any amounts you may hold as an uncollected balance
18 on any payment received;
19 c) Your decision to pursue (or not to pursue) out-of-pocket payment
20 collections from patients.

21 63. Please produce all documents reflecting your practices and procedures
22 regarding the use of Base Units when billing from July 1, 2017 to present.

23 64. Please produce all documents reflecting your practices and procedures
24 regarding the use of Time Units when billing from July 1, 2017 to present.

25 65. Please produce all documents reflecting your practices and procedures
26 regarding the use of Modifying Units when billing from July 1, 2017 to present.

27 66. Please produce all documents reflecting your practices and procedures
28 regarding the use of Conversion Factors from July 1, 2017 to present.

 67. Please produce all documents which reflect your cost to perform each service as



1 represented by the CPT codes charged in the Claims, including but not limited to:

- 2 a) Any filed cost report documentation or supporting analyses;
- 3 b) Any internal or external cost-to-charge calculations performed by you;
- 4 and
- 5 c) Any external cost-to-charge calculations performed as to Plaintiffs.

6 68. Please produce all documents which reflect or discuss the extent to which the

7 rates you charge for emergency medical services, from July 1, 2017 to present, capture or

8 reflect your actual cost of doing business.

9 69. Please produce all any and all articles of incorporation, amendments and

10 governing documents for each of the Plaintiffs in effect at any time from July 1, 2017 to

11 present.

12 70. Please produce all copies of the minutes of any meetings of Plaintiffs' board of

13 directors or other governing body from July 1, 2017 to present which relate to:

- 14 a) The amounts which you charged for emergency medical services;
- 15 b) The rate of payment which Plaintiffs receive from Payers.

16 71. Please produce all copies of the minutes of any meetings of any groups,

17 committees and/or entities, with responsibility for setting, adjusting, or maintain the rates which

18 Plaintiffs charge for emergency medical services from July 1, 2017 to present.

19 72. Please produce all copies of any contracts you entered into with any business,

20 management, or other consulting firms relative to the setting, adjusting, or maintaining of the

21 rates that you charge for emergency medical services at any time from July 1, 2017 to present.

22 73. Please produce all copies of any internal audits of your billing practices from

23 July 1, 2017 to present.

24 74. Please produce all copies of any external audits of your billing practices from

25 July 1, 2017 to present.

26 75. Please produce all documents relating to internal or external audits of your

27 billing practices from July 1, 2017 to present.

28



1 76. Please produce copies of any contracts that you entered into with a third party to
2 conduct external audits of your billing practices from July 1, 2017 to present.

3 77. Please produce all documents demonstrating that Defendants have paid you at
4 rates less than those you allege you are entitled to receive with respect to the Claims.

5 78. Please produce all documents demonstrating that Defendants paid less than
6 what you allege to be the fair value for your services at issue in your First Amended
7 Complaint.

8 79. Please produce all documents demonstrating that your charges for the Claims are
9 the usual and customary provider charges for similar services in the Nevada market.

10 80. Please produce all documents supporting the medical necessity of the services at
11 issue with respect to the Claims that you contend were performed on an emergency basis in the
12 First Amended Complaint.

13 81. Please produce all documents that demonstrate the rate of reimbursement that
14 you contend Defendants should have paid with respect to each of the Claims.

15 82. Please produce all documents related to or demonstrating any appeals
16 submitted to Defendants by you, your patient(s), or anyone else with respect to the Claims.

17 83. Please produce all documents and/or data you referred to, reviewed,
18 considered, or relied upon in any way, at any time, to determine the amount to bill on each
19 Claim, or for the types of services at issue in the Claims since July 1, 2017.

20 84. Please produce all your policies and/or procedures, in effect at any time since
21 July 1, 2017, for writing-off or excusing payments for any emergency medical services
22 rendered.

23 85. Please produce all your policies and/or procedures, in effect at any time since
24 July 1, 2017, relative to the billing of self-pay and/or uninsured patients including but not
25 limiting to any policies for offering and/or accepting less than full billed charges.

26 86. Please produce all documents and communications of any type related to any
27 cost to charge analysis performed on any emergency medical service you offer patients from
28 July 1, 2017 to present.



87. For each Commercial Payer (not including Defendants) with whom you have or had an in-network contractual relationship during the period July 1, 2017 to present, all documents showing, on an annual basis:

- a) The identity of the Payer;
- b) The total number of emergency-related services provided to members of each Payer;
- c) The total charges you billed to each Payer;
- d) The total amount allowed by each Payer;
- e) The total amount paid by each Payer;
- f) The total out-of-pocket patient responsibility related to each Payer's claims;
- g) The total amount you collected from the Payer's members; and
- h) The average percentage of your billed charges that you received from each Payer.

88. For each Commercial Payer (other than Defendants) with whom you do not have or did not have an in-network contractual relationship during the period July 1, 2017 to present, all documents showing, on an annual basis:

- a) The identity of the Payer;
- b) The total number of emergency-related services provided to members of each Payer;
- c) The total charges you billed to each Payer;
- d) The total amount allowed by each Payer;
- e) The total amount paid by each Payer;
- f) The total out-of-pocket patient responsibility related to each Payer's claims;
- g) The total amount you collected from the Payer's members; and
- h) The average percentage of your billed charges that you received from each Payer.

89. For all emergency medical services you provided to patients covered by Medicare/Medicaid from July 1, 2017 to present, all documents showing, on an annual basis:



- a) The identity of the Payer – Medicare or Medicaid;
- b) The total number of emergency medical services provided to members of each Payer;
- c) The total charges you billed to each Payer;
- d) The total amount allowed by each Payer;
- e) The total amount paid by each Payer;
- f) The total out-of-pocket patient responsibility related to each Payer's claims;
- g) The total amount you collected from the Payer's members; and
- h) The average percentage of your billed charges that you received from each Payer.

90. For all emergency medical services you provided to patients covered by Managed Medicare/Managed Medicaid from July 1, 2017 to present, all documents showing, on an annual basis:

- a) The identity of the Payer – Managed Medicare or Managed Medicaid;
- b) The total number of emergency medical services provided to members of each Payer;
- c) The total charges you billed to each Payer;
- d) The total amount allowed by each Payer;
- e) The total amount paid by each Payer;
- f) The total out-of-pocket patient responsibility related to each Payer's claims;
- g) The total amount you collected from the Payer's members; and
- h) The average percentage of your billed charges that you received from each Payer.

91. For all emergency medical services you provided to self-pay/uninsured patients, from July 1, 2017 to present, all documents showing, on an annual basis:

- a) The total number of emergency medical services provided to self-pay/uninsured patients;
- b) The total charges you billed to self-pay/uninsured patients;
- c) The total amount allowed by self-pay/uninsured patients;
- d) The total amount paid by self-pay/uninsured patients;



- 1 e) The total out-of-pocket patient responsibility related to self-pay/uninsured
2 patient's claims;
3 f) The total amount you collected from self-pay/uninsured patients; and
4 g) The average percentage of your billed charges that you received from
5 self-pay/uninsured patients.
- 6 92. Documents showing each and every cost incurred by you in offering emergency
7 services to patients from July 1, 2017 to present.
- 8 93. Documents showing each and every cost incurred by you in offering the types of
9 services reflected in the Claims from July 1, 2017 to present.
- 10 94. A copy of any cost report(s) presented by you to any federal or state agency since
11 July 1, 2017 to present.
- 12 95. Documents which show the relationship between Plaintiffs and Team Health
13 from July 1, 2017 to present, including but not limited to documents showing the services
14 provided to you by Team Health, any compensation Team Health received in connection with
15 those services (including remuneration flowing between you and Team Health or collected
16 reimbursement that Team Health keeps), and documents showing any Team Health ownership
17 and/or control over you.
- 18 96. All documents which identify the Claims you has asserted against Defendants in
19 the First Amended Complaint including, but not limited to:
- 20 a) The claim numbers assigned by Defendants with respect to each claim
21 submitted by you;
- 22 b) Patient first name, last name and middle name and/or initials;
- 23 c) Defendants' member and/or subscriber identification number;
- 24 d) Billed charges and/or total amount billed on the Claim;
- 25 e) Provider name; and
- 26 f) Provider Tax I.D. number.
- 27 97. Provider Tax I.D. number for all documents related to your determination and/or
28 calculation of the billed charges for the Claims asserted in the First Amended Complaint.

1 98. All documents comparing your billed charges for emergency medical services to
2 the reimbursement amounts set by the Centers for Medicare and Medicaid Services for
3 reimbursement of such services for every year since July 1, 2017.

4 99. All documents relating to the comparison of your billed charges for emergency
5 medical services to the reimbursement rates you have agreed to accept by contract from Payers
6 other than Defendants from July 1, 2017 to present.

7 100. All documents relating to payments that you have received from any source with
8 respect to the Claims asserted in the First Amended Complaint, including, but not limited to,
9 payments received from patients, Defendants and/or other Payers (such as government payers,
10 commercial payers, managed care organizations, and Medicare Advantage plans).

11 101. All documents that you provided to your patients relating to patient financial
12 responsibility for out-of-network emergency medical services for all of the Claims.

13 102. All documents that you provided to any of your patients from July 1, 2017 to
14 present related to patient financial responsibility for out-of-network emergency medical
15 services.

16 103. All documents that you provided to your patients related to actual or potential
17 responsibility to pay you the difference between your billed charges for emergency medical
18 services and the amounts reimbursed by Defendants related to the Claims.

19 104. All documents that you provided to your patients related to actual or potential
20 responsibility to pay you the difference between your billed charges for emergency medical
21 services and the amounts reimbursed by Commercial Payers from July 1, 2017 to present.

22 105. All assignment of benefits forms relating to the Claims asserted in your First
23 Amended Complaint.

24 106. All documents which reflect any and all internal analysis that you performed, or
25 which were performed on your behalf, regarding payment rates typically exchanged in the
26 Nevada market, from July 1, 2017.

27 107. All documents, including but not limited to contracts, showing services which
28 any vendors provided you related to billing or submitting claims, reimbursement, collections,

1 determination of the value of services, the setting of Charge Description Master pricing and/or
2 billed charges from July 1, 2017 to present.

3 108. All contracts, arrangements and/or agreements between you and Team Health,
4 Inc., that were in force anytime July 1, 2017 to the present which relate to:

- 5 a) Reimbursements for emergency medical claims;
- 6 b) Pricing for emergency medical claims;
- 7 c) The Claims in dispute in this lawsuit;
- 8 d) Defendants.

9 109. All contracts and/or agreements between you and any reimbursement claims
10 specialists or other business entity that were in force anytime from July 1, 2017 to the present
11 which relate to:

- 12 a) Reimbursement for emergency medical claims;
- 13 b) Pricing for emergency medical claims;
- 14 c) The Claims in dispute in this lawsuit; and
- 15 d) Defendants.

16 110. All documents reflecting communications between you and Team Health
17 regarding reimbursement for emergency medical claims from July 1, 2017 to the present.

18 111. All documents reflecting communications between you and any reimbursement
19 claims specialists or other business entity regarding reimbursement for emergency medical
20 claims from July 1, 2017 to the present.

21 112. All documents reflecting communications between you and Team Health
22 regarding pricing for emergency medical claims from July 1, 2017 to the present.

23 113. All documents reflecting communications between you and any reimbursement
24 claims specialist or other business entity regarding pricing for emergency medical claims from
25 July 1, 2017 to the present.

26 114. All documents reflecting communications between you and Team Health
27 regarding any of the Claims from July 1, 2017 to the present.
28

115. All documents reflecting communications between you and any reimbursement claims specialist or other business entity regarding any of the Claims from July 1, 2017 to the present.

116. All documents reflecting communications between you and Team Health regarding the Claims from July 1, 2017 to the present.

117. All documents reflecting communications between you and any reimbursement claims specialist or other business entity regarding Defendants from July 1, 2017 to the present.

118. All documents, including but not limited to contracts, showing services which Team Health provided to you related to billing or submitting claims, reimbursement, collections, determination of the value of services, the setting of Charge Description Master pricing and/or billed charges from July 1, 2017 to the present.

119. All documents, including but not limited to contracts, showing services which any reimbursement claims specialist or other business entity provided to you related to billing or submitting claims, reimbursement, collections, determination of the value of services, the setting of Charge Description Master pricing and/or billed charges from July 1, 2017 to the present.

120. All documents from Team Health, which provide instructions, directives or guidance for maximizing reimbursements for out-of-network claims from July 1, 2017 to the present.

121. All documents from any business entity which provides instructions, directives, or guidance for maximizing reimbursements for out-of-network claims from July 1, 2017 to the present.

122. All documents reflecting communications between you and Team Health, from July 1, 2017 to the present, regarding instructions, directives or guidance which relate to:

- a) Reimbursement for emergency medical claims;
- b) Pricing for emergency medical claims;
- c) The Claims in dispute in this lawsuit; and
- d) Defendants.



1 123. All documents reflecting communications between any you and any business
2 entity, from July 1, 2017 to the present, regarding instructions, directives or guidance which
3 relate to:

- 4 a) Reimbursement for emergency medical claims;
5 b) Pricing for emergency medical claims;
6 c) The Claims in dispute in this lawsuit; and
7 d) Defendants.

8
9 124. All documents concerning compensation, incentives, or renumeration of any sort
10 paid to/credited to you—or anyone with a direct or indirect ownership or control of you,
11 including joint ventures—by hospitals/facilities or their affiliated entities, including joint
12 ventures, where the emergency medical services in question were rendered, whether on a per
13 claim basis, in the aggregate, or by any other means.

14 125. All documents concerning compensation, incentives, or renumeration of any sort
15 paid by/credited by you—or on your behalf by anyone—to hospitals/facilities or their affiliated
16 entities, including joint ventures, where the emergency medical services in question were
17 rendered, whether on a per claim basis, in the aggregate, or by any other means.

18 126. All documents relating to presentations and/or proposals you have made to the
19 facilities where services in question were rendered regarding your emergency medical services.

20 127. Any and all documents regarding incentive based compensation provided directly
21 or indirectly to physicians or other medical professionals rendering the emergency medical
22 services that form the basis of this litigation.

23 128. All documents demonstrating whether the physicians or other medical
24 professionals that delivered any of the services at issue in this litigation had input into the
25 amount that was charged or the amount that was collected since July 1, 2017 to the present.

26 129. All documents reflecting whether TeamHealth had any input into the amount that
27 was charged or the amount that was collected for any of the services at issue in this litigation
28 since July 1, 2017 to the present.

1 131. All documents reflecting any direct involvement or instruction from Team Health
2 to you regarding the setting of charges, or entering into or negotiating contracts with hospitals or
3 insurers, including rate negotiation.

4 132. All documents demonstrating the individuals or entities with ownership, control,
5 or governance of Plaintiffs, including shareholders, owners, officers, board members, etc.

6 133. All documents sufficient to demonstrate whether any individuals at Team Health
7 have acquired the right to own, operate, or manage the Plaintiff entities.

8 134. All documents reflecting the full and complete financial relationship between You
9 and Team Health.

10 135. All documents sufficient to identify all physicians who, since July 1, 2017 to the
11 present, rendered care relating to the Claims, and whether those physicians are employed—and if
12 so, by whom—or are 1099 independent contractors—and if so, with whom they contract.

13 136. The contracts or employment agreements you have or had with the physicians
14 identified in response to Request 135.

15 137. All contracts and/or agreements between you and any hospital or facility that were
16 in effect between July 1, 2017 to the present where the emergency medical services relating to
17 the Claims were provided.

18 138. All documents sufficient to identify any patient financial responsibility forms,
19 including other types of intake documents creating contracts between provider/patient to cover
20 costs/expenses not covered by any health plans insured or administered by Defendants that you
21 provided to patients since July 1, 2017 to the present.

22 139. All documents demonstrating any instances of Balance Billing by you or
23 suggestions or assertions that you may engage in Balance Billing as it relates to health plans
24 insured or administered by Defendants for the services for which you seek payment in this
25 litigation.

26 140. All contracts and other documents relating to your relationship with, and services
27 provided by, any third-party vendor that you used for billing, collection, or revenue-cycle
28 management services from July 1, 2017 to the present.

1 141. All contracts for all leased or rental networks in which you participated from July
2 1, 2017 to the present.

3 142. All documents regarding TeamHealth's current employee health plan, including
4 the benefit level, reimbursement methodology, and plan language applicable to claims for
5 reimbursement for out-of-network services received by plan participants.

6 143. All data showing the allowed amounts for claims for reimbursement for out-of-
7 network emergency medical services rendered by participants of TeamHealth employee benefit
8 plan at any time since July 1, 2017.

9 144. All documents regarding TeamHealth's prior, United Healthcare administered
10 plan, including the benefit level, reimbursement methodology, and plan language applicable to
11 claims for reimbursement for out-of-network services received by plan participants.

12 145. All data showing the allowed amounts for claims for reimbursement for out-of-
13 network emergency medical services rendered by participants of the plan identified in response
14 to Request 143.

15 146. All documents relating to your entitlement to render services in the facilities at
16 which treatment for the Claims was rendered, including but not limited to licensure, privileges,
17 and credentialing.

18 147. All documents you intend to rely upon in this litigation, including documents that
19 you intend to use to support your claimed damages.

20 148. All documents comparing your billed charges to the billed charges of other
21 emergency medical providers in Nevada from July 1, 2017 to present.

22 149. All documents referring or relating to the practice of Balance Billing as a tool or
23 source of leverage to pursue higher payments from insurers or third party claims administrators
24 for out-of-network services.

25 150. All documents demonstrating the extent to which United authorized, pre-
26 authorized and/or approved the services you rendered with respect to the Claims.

27 151. If you contend that any document or agreement entitles you to payment of full
28 billed charges for any of the claims at issue in this litigation, or is otherwise relevant to the



1 amounts paid for any of the claims, please produce each such document and specify the
2 portion(s) thereof that you contend entitle you to a payment of the full billed charges from
3 United.

4 152. All documents related to any shared savings program or network savings program
5 or agreement (i.e. through Multiplan or similar programs) you participated in or entered into with
6 respect to the Claims.

7 153. All documents demonstrating the direct benefit(s) you allege United received
8 from your provision of services with respect to the Claims at issue.

9 154. All documents reflecting or discussing the methodology you used to calculate or
10 determine rates charged for medical services in Nevada, including, but not limited to, any
11 documents and/or communications you used or created in the process of calculating and/or
12 determining the prevailing charges, the reasonable and customary charges, the usual and
13 customary charges, the average area charges, the reasonable value, and/or the fair market value
14 for medical services in the geographic area, from July 1, 2017 to present.

15 155. All documents and information needed to understand any data produced in
16 response to this or prior Requests for Production including, but not limited to, data dictionaries
17 and legends for any coded fields and detailed descriptions of parameters and filters used to
18 generate data from July 1, 2017 to the present.

19 DATED this 12th day of August, 2020.

21 /s/ Brittany M. Llewellyn

22 D. Lee Roberts, Jr., Esq.
23 Colby L. Balkenbush, Esq.
24 Brittany M. Llewellyn, Esq.
25 WEINBERG, WHEELER, HUDGINS,
26 GUNN & DIAL, LLC
27 6385 South Rainbow Blvd., Suite 400
28 Las Vegas, Nevada 89118
Telephone: (702) 938-3838

Attorneys for Defendants



CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of August, 2020, a true and correct copy of the foregoing **DEFENDANTS' SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS** was electronically filed/served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

Pat Lundvall, Esq.
Kristen T. Gallagher, Esq.
Amanda M. Perach, Esq.
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kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com
Attorneys for Plaintiff
Fremont Emergency Services (Mandavia), Ltd.

/s/ Cynthia S. Bowman

An employee of WEINBERG, WHEELER, HUDGINS
GUNN & DIAL, LLC

1 **SCHTO**

2 **DISTRICT COURT**
3 **CLARK COUNTY, NEVADA**

4 **FREMONT EMERGENCY SERVICES**
5 **(MANDAVIA), LTD., a Nevada professional**
6 **corporation; TEAM PHYSICIANS OF NEVADA-**
7 **MANDAVA, P.C., a Nevada professional**
8 **corporation; CRUM, STEFANKO AND JONES,**
9 **LTD. dba RUBY CREST EMERGENCY**
10 **MEDICINE, a Nevada professional corporation,**

CASE NO: A-19-792978-B

DEPT. NO. 27

ENTERED kl

11 **Plaintiff(s),**

12 **vs.**

13 **UNITEDHEALTH GROUP, INC., a Delaware**
14 **corporation; UNITED HEALTHCARE**
15 **INSURANCE COMPANY, a Connecticut**
16 **corporation; UNITED HEALTH CARE**
17 **SERVICES INC., dba UNITEDHEALTHCARE, a**
18 **Minnesota corporation; UMR, INC., dba UNITED**
19 **MEDICAL RESOURCES, a Delaware**
20 **corporation; OXFORD HEALTH PLANS, INC., a**
21 **Delaware corporation; SIERRA HEALTH AND**
22 **LIFE INSURANCE COMPANY, INC., a Nevada**
23 **corporation; SIERRA HEALTH-CARE**
24 **OPTIONS, INC., a Nevada corporation; HEALTH**
25 **PLAN OF NEVADA, INC., a Nevada corporation,**

26 **Defendant(s),**

27 **BUSINESS COURT AMENDED SCHEDULING ORDER AND**
28 **ORDER RESETTNG: (1) CIVIL JURY TRIAL;**
29 **(2) CALENDAR CALL; AND (3) STATUS CHECK**

30 This BUSINESS COURT SCHEDULING ORDER SETTING CIVIL JURY TRIAL AND
31 CALENDAR CALL is entered following the Mandatory Rule 16 Conference held on July 23, 2020.

1 Pursuant to NRCP 16.1(f) this case has been deemed complex and all discovery disputes will be resolved
2 by this Court. This Order may be amended or modified by the Court upon good cause shown.

3 **IT IS HEREBY ORDERED** that the parties will comply with the following deadlines:

4	Discovery Cut Off Date:	12/30/20
5	Last Day to file motion to amend or add parties:	01/29/21
6	Initial expert witness designation:	01/29/21
7	Rebuttal expert disclosures due:	03/01/21
8	Expert Discovery Deadline/Complete Discovery Deadline	04/29/21
9	Final Date to file Motions in Limine or other Dispositive Motions	05/31/21
10	Status Check:	06/24/21
11	Calendar Call:	07/29/21
12	Trial Date:	08/02/21

13 **IT IS HEREBY ORDERED THAT:**

14 A. The above entitled case is set to be tried to a Jury on a **Five week stack** to begin,
15 **August 2, 2021 at 10:30 a.m.** The trial will be held in Department 27, Courtroom 3A
16 **located in the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155.**

17 B. Calendar Call with the designated attorney and/or parties in proper person will be
18 held on **July 29, 2021 at 10:30 a.m.** Parties must have the following ready for trial:

- 19 (1) Typed exhibit lists; with all stipulated exhibits marked;
- 20 (2) List of depositions;
- 21 (3) List of equipment needed for trial, including audiovisual equipment;¹
- 22 (4) Courtesy copies of any legal briefs on trial issues; and
- 23 (5) Jury Instructions in two groups, opposed and unopposed. **Each side shall have ready for trial an agreed set of jury instructions, proposed form of verdict along with any additional proposed jury instructions.**

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26
27 ¹ If counsel anticipates the need for audio visual equipment during the trial, a request must be submitted to
28 the Court Recorder, Brynn White at (702) 671-0883 or via e-mail at whiteb@clarkcountycourts.us.

1 C. Parties are to appear on **June 24, 2021 at 9:30 a.m.** for a Status Check on
2 trial readiness.

3
4 D. The Pre-Trial Memorandum must be filed no later than **July 26, 2021**, with a
5 courtesy copy delivered to Department XXVII. All parties, (Attorneys and parties in proper person)
6 **MUST** comply with **All REQUIREMENTS** of E.D.C.R. 2.67, 2.68 and 2.69. Counsel should include
7 the Memorandum an identification of orders on all motions in limine or motions for partial summary
8 judgment previously made, a summary of any anticipated legal issues remaining, a brief summary of the
9 opinions to be offered by any witness to be called to offer opinion testimony as well as any objections to
10 the opinion testimony.

11 E. All motions in limine, must be in writing and filed no later than **May 31, 2021.**

12
13 F. All original depositions anticipated to be used in any manner during the trial must be
14 delivered to the clerk prior to the start of trial. If deposition testimony is anticipated to be used in lieu of
15 live testimony, a designation (by page/line citation) of the portions of the testimony to be offered must
16 be filed and served by facsimile or hand, two (2) judicial days prior to the start of trial. Any objections
17 or counterdesignations (by page/line citation) of testimony must be filed and served by facsimile or
18 hand, one (1) judicial day prior to the start of trial.

19 G. In accordance with EDCR 2.67, counsel shall meet, review, and discuss exhibits. All
20 exhibits must comply with EDCR 2.27. Two (2) sets must be three hole punched and placed in three
21 ring binders along with the exhibit list. The sets must be delivered to the clerk prior to start of trial.
22 Any demonstrative exhibits including exemplars anticipated to be used must be disclosed prior to the
23 calendar call. Pursuant to EDCR 2.68, counsel shall be prepared to stipulate or make specific objections
24 to individual proposed exhibits. Unless otherwise agreed to by the parties, demonstrative exhibits are
25 marked for identification but not admitted into evidence. Counsel shall advise the clerk prior to
26 publication.
27
28

1 H. In accordance with EDCR 2.67, counsel shall meet, review, and discuss items to be
2 included in the Jury Notebook. Pursuant to EDCR 2.68, at Calendar Call, counsel shall be prepared to
3 stipulate or make specific objections to items to be included in the Jury Notebook.

4 I. In accordance with EDCR 2.67, counsel shall meet and discuss pre-instructions to the
5 jury, jury instructions, special interrogatories, if requested, and verdict forms. Each side shall provide the
6 Court, at the Calendar Call, an agreed set of jury instructions and proposed form of verdict along with
7 any additional proposed jury instructions with an electronic copy in Word format.

8 J. In accordance with EDCR 7.70, counsel shall file and serve by facsimile or hand, two
9 (2) judicial days prior to Calendar Call voir dire proposed to be conducted pursuant to conducted
10 pursuant to EDCR 2.68.

11 **Counsel to contact Department 27 Court Clerk, Nicole McDevitt by email at**
12 **mcdevittn@clarkcountycourts.us or telephone at (702) 671-0672 to schedule the delivery**
13 **of exhibits.**

14 **Failure of the designated trial attorney or any party appearing in proper person to appear**
15 **for any court appearances or to comply with this Order shall result in any of the following: (1)**
16 **dismissal of the action (2) default judgment; (3) monetary sanctions; (4) vacation of trial date;**
17 **and/or any other appropriate remedy or sanction.**

18 Counsel is required to advise the Court immediately when the case settles or is otherwise
19 resolved prior to trial. A stipulation which terminates a case by dismissal shall also indicate whether a
20 Scheduling Order has been filed and, if a trial date has been set, the date of that trial. A copy should be
21 given to Chambers.

22 Dated: November 3, 2020

Dated this 3rd day of November, 2020

Nancy L Allf

NANCY ALLF
DISTRICT COURT JUDGE
88A AB0 BC6E EACD
Nancy Allf
District Court Judge

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CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of the foregoing Order was electronically served pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court's Electronic Filing Program.

If indicated below, a copy of the foregoing was also:

☐ Mailed by United States Postal Service, Postage prepaid, to the proper parties listed below at their last known address(es) :

_____/s
Karen Lawrence
JUDICIAL EXECUTIVE ASSISTANT

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Fremont Emergency Services
7 (Mandavia) Ltd, Plaintiff(s)

CASE NO: A-19-792978-B

8 vs.

DEPT. NO. Department 27

9 United Healthcare Insurance
10 Company, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Scheduling and Trial Order was served via the court's electronic eFile
15 system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 11/3/2020

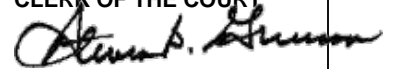
16 Audra Bonney	abonney@wwhgd.com
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18 D. Lee Roberts	lroberts@wwhgd.com
19 Raiza Anne Torrenueva	rtorrenueva@wwhgd.com
20 Colby Balkenbush	cbalkenbush@wwhgd.com
21 Brittany Llewellyn	bllewellyn@wwhgd.com
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2		
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4	Flor Gonzalez-Pacheco	FGonzalez-Pacheco@wwhgd.com
5	Kelly Gaez	kgaez@wwhgd.com
6	Kimberly Kirn	kkirn@mcdonaldcarano.com

7
8 If indicated below, a copy of the above mentioned filings were also served by mail
9 via United States Postal Service, postage prepaid, to the parties listed below at their last
known addresses on 11/4/2020

10	D Roberts	6385 S Rainbow BLVD STE 400
11		Las Vegas, NV, 89118

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1 **NEOJ**
2 Pat Lundvall (NSBN 3761)
3 Kristen T. Gallagher (NSBN 9561)
4 Amanda M. Perach (NSBN 12399)
5 McDONALD CARANO LLP
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8 Telephone: (702) 873-4100
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10 kgallagher@mcdonaldcarano.com
11 aperach@mcdonaldcarano.com

12 *Attorneys for Plaintiffs*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 **FREMONT EMERGENCY SERVICES**
16 **(MANDAVIA), LTD., a Nevada**
17 **professional corporation; TEAM**
18 **PHYSICIANS OF NEVADA-**
19 **MANDAVIA, P.C., a Nevada professional**
20 **corporation; CRUM, STEFANKO AND**
21 **JONES, LTD. dba RUBY CREST**
22 **EMERGENCY MEDICINE, a Nevada**
23 **professional corporation,**

24 **Plaintiffs,**

25 **vs.**

26 **UNITEDHEALTH GROUP, INC., a**
27 **Delaware corporation; UNITED**
28 **HEALTHCARE INSURANCE**
29 **COMPANY, a Connecticut corporation;**
30 **UNITED HEALTH CARE SERVICES**
31 **INC., dba UNITEDHEALTHCARE, a**
32 **Minnesota corporation; UMR, INC., dba**
33 **UNITED MEDICAL RESOURCES, a**
34 **Delaware corporation; OXFORD HEALTH**
35 **PLANS, INC., a Delaware corporation;**
36 **SIERRA HEALTH AND LIFE**
37 **INSURANCE COMPANY, INC., a Nevada**
38 **corporation; SIERRA HEALTH-CARE**
39 **OPTIONS, INC., a Nevada corporation;**
40 **HEALTH PLAN OF NEVADA, INC., a**
41 **Nevada corporation; DOES 1-10; ROE**
42 **ENTITIES 11-20,**

43 **Defendants.**

Case No.: A-19-792978-B
Dept. No.: XXVII

**NOTICE OF ENTRY OF ORDER
SETTING DEFENDANTS'
PRODUCTION & RESPONSE
SCHEDULE RE: ORDER GRANTING
PLAINTIFFS' MOTION TO COMPEL
DEFENDANTS' MOTION TO
COMPEL DEFENDANTS' LIST OF
WITNESSES, PRODUCTION OF
DOCUMENTS AND ANSWERS TO
INTERROGATORIES ON ORDER
SHORTENING TIME**

1 PLEASE TAKE NOTICE that an Order Setting Defendants' Production & Response
2 Schedule Re: Order Granting Plaintiffs' Motion to Compel Defendants' Motion to Compel
3 Defendants' List of Witnesses, Production of Documents and Answers to Interrogatories on
4 Order Shortening Time was entered on November 9, 2020, a copy of which is attached hereto.

5 DATED this 9th day of November, 2020.

6 McDONALD CARANO LLP

7 By: /s/ Kristen T. Gallagher
8 Pat Lundvall (NSBN 3761)
9 Kristen T. Gallagher (NSBN 9561)
10 Amanda M. Perach (NSBN 12399)
11 2300 West Sahara Avenue, Suite 1200
12 Las Vegas, Nevada 89102
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14 kgallagher@mcdonaldcarano.com
15 aperach@mcdonaldcarano.com

16 *Attorneys for Plaintiffs*

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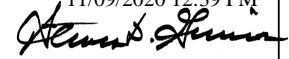
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 9th day of November, 2020, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER SETTING DEFENDANTS' PRODUCTION & RESPONSE SCHEDULE RE: ORDER GRANTING PLAINTIFFS' MOTION TO COMPEL DEFENDANTS' MOTION TO COMPEL DEFENDANTS' LIST OF WITNESSES, PRODUCTION OF DOCUMENTS AND ANSWERS TO INTERROGATORIES ON ORDER SHORTENING TIME** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Brittany Llewellyn, Esq.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
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bllewellyn@wwhgd.com

Attorneys for Defendants

/s/ Marianne Carter
An employee of McDonald Carano LLP


CLERK OF THE COURT

ORDR

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Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD., a Nevada professional
corporation; TEAM PHYSICIANS OF
NEVADA-MANDAVIA, P.C., a Nevada
professional corporation; CRUM,
STEFANKO AND JONES, LTD. dba RUBY
CREST EMERGENCY MEDICINE, a
Nevada professional corporation,

Plaintiffs,

vs.

UNITEDHEALTH GROUP, INC., a
Delaware corporation; UNITED
HEALTHCARE INSURANCE COMPANY,
a Connecticut corporation; UNITED
HEALTH CARE SERVICES INC., dba
UNITEDHEALTHCARE, a Minnesota
corporation; UMR, INC., dba UNITED
MEDICAL RESOURCES, a Delaware
corporation; OXFORD HEALTH PLANS,
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: XXVII

**ORDER SETTING DEFENDANTS'
PRODUCTION & RESPONSE
SCHEDULE RE: ORDER GRANTING
PLAINTIFFS' MOTION TO COMPEL
DEFENDANTS' LIST OF WITNESSES,
PRODUCTION OF DOCUMENTS AND
ANSWERS TO INTERROGATORIES
ON ORDER SHORTENING TIME**

This matter came before the Court on October 22, 2020 in follow-up to the Court's ruling
at the October 8, 2020 hearing granting the Motion to Compel Defendants' List of Witnesses,

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1 Production of Documents and Answers to Interrogatories on Order Shortening Time (the
2 “Motion”) filed by Plaintiffs Fremont Emergency Services (Mandavia), Ltd. (“Fremont”); Team
3 Physicians of Nevada-Mandavia, P.C. (“Team Physicians”); Crum, Stefanko and Jones, Ltd. dba
4 Ruby Crest Emergency Medicine (“Ruby Crest” and collectively the “Health Care Providers”).
5 Kristen T. Gallagher and Amanda M. Perach, McDonald Carano LLP, appeared on behalf of the
6 Health Care Providers. D. Lee Roberts and Brittany M. Llewellyn, Weinberg, Wheeler,
7 Hudgins, Gunn & Dial, LLC, appeared on behalf of defendants UnitedHealth Group, Inc.;
8 UnitedHealthcare Insurance Company; United HealthCare Services, Inc.; UMR, Inc.; Oxford
9 Health Plans, Inc.; Sierra Health and Life Insurance Co., Inc.; Sierra Health-Care Options, Inc.;
10 and Health Plan of Nevada, Inc. (collectively, “United”).

11 The Court, having considered the parties’ respective status reports and the argument of
12 counsel at the hearing on this matter, as well as the Court’s September 28, 2020 Order, its ruling
13 at the October 8, 2020 hearing and good cause appearing therefor, makes the following findings
14 and Order:

15 1. The Court finds that United’s discovery conduct in this action is unacceptable to
16 the Court.

17 2. The Court finds that United has failed to properly meet and confer with regard to
18 the Court’s directive to meet and confer on a claims data matching protocol in connection with
19 the Court’s September 28, 2020 Order Granting, in part, the Health Care Providers’ Motion to
20 Compel United’s Production of Claims File for At-Issue Claims, or in the Alternative, Motion
21 in Limine (“September 28 Order”).

22 3. Since the September 9, 2020 hearing, United has produced approximately 50
23 records that United describes as the “administrative record” (to which the Health Care Providers
24 object to because this is not an ERISA case). The Court finds that, given the December 31, 2020
25 fact discovery deadline, and the Court’s September 28 Order, United shall produce a minimum
26 of 2,000 claims files per month.

27 4. United shall exclude managed Medicare and Medicaid reimbursement rates from
28 its production of market and reimbursement rates ~~because the rates are lower than commercial~~

1 ~~payer reimbursement rates; therefore, United's attempt to include managed Medicare and~~
2 ~~Medicaid data is rejected as unrelated to the Health Care Providers' claims.~~ Notwithstanding the
3 foregoing, the Court does not make any admissibility ruling of this data at this stage of the
4 litigation.

5 5. The Court adopts the production and supplement schedule provided for in the
6 Health Care Providers' Status Report submitted in connection with the October 22, 2020 Status
7 Check except that by ~~November 20, 2020~~ ^{October 26, 2020} (a) United shall produce (i) Nevada aggregate market
8 and reimbursement data and (ii) Nevada ~~and national level~~ claims-by-claims market and
9 reimbursement data; and ~~(b)~~ ^{by November 20, 2020,} United shall supplement Interrogatory No. 8.

10 Accordingly, good cause appearing, therefor,

11 **ORDER**

12 **IT IS HEREBY ORDERED** that, in connection with the Court's September 28 Order,
13 United shall produce a minimum of 2,000 claims files per month.

14 **IT IS FURTHER ORDERED** that, in connection with the Court's September 28 Order,
15 the parties shall further meet and confer on Friday, October 23, 2020 to identify a claim data
16 matching protocol.

17 **IT IS HEREBY ORDERED** that, as previously ordered at the October 8, 2020 hearing,
18 United is compelled to ~~fully and completely~~ supplement its list of witnesses pursuant to NRCP
19 16.1, provide full and complete supplemental answers to the Health Care Providers' First Set of
20 Interrogatories and responses to their First Set of Requests for Production of Documents and
21 produce documents, as follows and on the following schedule:

22 **1. October 22, 2020:**

23 (a) The identity of United representatives and other third parties that have
24 information about the allegations in the First Amended Complaint (NRCP 16.1);

25 (b) Methodology and sources of information used to determine amount to pay
26 emergency services and care for out-of-network providers and use of the FAIR Health Database
27 (Interrogatory Nos. 2, 3, 4, 10, 12; RFP Nos. 5, 8, 10, 15, 36, 38);
28

1 (c) Market and reimbursement data related to out-of-network (Interrogatory
2 Nos. 12; RFP Nos. 14, 19, 20, 22, 23, 24, 33, 34, 35, 38, 43) and in-network (RFP Nos. 25, 26,
3 29, 30) reimbursement rates and related documents and analyses;

4 (d) Documents related to United's decision making and strategy in
5 connection with its out-of-network (RFP Nos. 6, 7, 18, 32) and in-network (RFP Nos. 31)
6 reimbursement rates and implementation thereof; and

7 (e) Documents and information related to United's relationship with Data
8 iSight and/or other third parties (Interrogatory Nos. 9; RFP Nos. 11, 12 and 21).

9 **2. October 26, 2020:**

10 (a) Aggregated market and reimbursement level data related to out-of-
11 network and in-network reimbursement rates for the Nevada market. Each provider may be de-
12 identified for purposes of listing the reimbursement levels for each provider. This aggregated
13 market data shall exclude managed Medicare and Medicaid data ~~because it is irrelevant and~~
14 ~~unrelated to the Health Care Providers' claims.~~

15 ~~**3. October 30, 2020:**~~

16 (a) Documents regarding negotiations between United and the Health Care
17 Providers' representatives (RFP No. 13, 27, 28);

18 (b) Documents and communications about the at-issue claims (RFP Nos. 3,
19 17); and

20 (c) Rental, wrap, shared savings program or any other agreement that United
21 contends allows it to pay less than full billed charges (Interrogatory Nos. 5, 7; RFP Nos. 9, 16):

22 **3. ~~4.~~ November 6, 2020:**

23 (a) Documents regarding challenges from other out-of-network emergency
24 medicine groups regarding reimbursement rates paid (RFP No. 41);

25 (b) Documents reflecting United's failure to effectuate a prompt settlement
26 of any of the at-issue claims (RFP No. 42); and

27 (c) Documents relating to United's affirmative defenses (RFP No. 45).

28 ...

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4. ~~5.~~ **November 20, 2020:**

(a) The identity of United representatives and other third parties that have information in response to Interrogatory No. 8; and

5. October 26, 2020:

(b) Claims-by-claims market and reimbursement level data related to out-of-network and in-network reimbursement rates at the Nevada ~~and national level~~; and aggregated market and reimbursement level data related to out-of-network and in-network reimbursement rates at the national level. Both claims-by-claims and aggregated market data shall exclude managed Medicare and Medicaid data.

IT IS FURTHER ORDERED that in connection with the Court's September 28 Order the parties shall comply with the following claims data matching protocol:

1. [to be inserted by the Court pursuant to the Status Reports submitted by the parties on October 26, 2020].

IT IS SO ORDERED.

November 9, 2020

Dated this 9th day of November, 2020

Nancy L Alf

F49 637 5613 8F7F
Nancy Alf
District Court Judge

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Submitted by:

McDONALD CARANO LLP

By: /s/ Kristen T. Gallagher

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Attorneys for Plaintiffs

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Fremont Emergency Services
7 (Mandavia) Ltd, Plaintiff(s)

CASE NO: A-19-792978-B

8 vs.

DEPT. NO. Department 27

9 United Healthcare Insurance
10 Company, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 11/9/2020

16 Audra Bonney	abonney@wwhgd.com
17 Cindy Bowman	cbowman@wwhgd.com
18 D. Lee Roberts	lroberts@wwhgd.com
19 Raiza Anne Torrenueva	rtorrenueva@wwhgd.com
20 Colby Balkenbush	cbalkenbush@wwhgd.com
21 Brittany Llewellyn	bllewellyn@wwhgd.com
22 Pat Lundvall	plundvall@mcdonaldcarano.com
23 Kristen Gallagher	kgallagher@mcdonaldcarano.com
24 Amanda Perach	aperach@mcdonaldcarano.com
25 Beau Nelson	bnelson@mcdonaldcarano.com

1	Marianne Carter	mcarter@mcdonaldcarano.com
2		
3	Karen Surowiec	ksurowiec@mcdonaldcarano.com
4	Flor Gonzalez-Pacheco	FGonzalez-Pacheco@wwhgd.com
5	Kelly Gaez	kgaez@wwhgd.com
6	Kimberly Kirn	kkirn@mcdonaldcarano.com

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FILED
NOV 24 2020

Shirley L. Williams
CLERK OF COURT

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

IN THE ADMINISTRATIVE MATTER
RELATED TO REQUIRING APPEARANCES
BY ALTERNATIVE MEANS, MANDATORY
FACE COVERINGS, SUSPENDING IN-
PERSON MEETINGS, CLOSING CLERK'S
OFFICE, DEPOSITIONS, SUSPENDING JURY
TRIALS, SUBPOENAS, AND SUSPENDING
THE GRAND JURY IN RESPONSE TO COVID-
19

Administrative Order: 20-24

On March 12, 2020, Governor Steve Sisolak issued a Declaration of Emergency in response to the COVID-19 pandemic. The next day, March 13, 2020, the President of the United States declared a nationwide emergency pursuant to Section 501(6) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207. To mitigate the spread of this deadly virus, the Centers for Disease Control recommends putting as much distance between people as possible and wearing face coverings. Governor Sisolak, in Directive 021, also recommends social distancing and mandates the wearing of face masks by employees interfacing with the public.

The Nevada Constitution provides in Article 3 § 1 that, "The powers of the Government of the State of Nevada shall be divided into three separate departments,—the Legislative,—the Executive and the Judicial; and no persons charged with the exercise of powers properly belonging to one of these departments shall exercise any functions, appertaining to either of the others, except in the cases expressly directed or permitted in this constitution." The Nevada Supreme Court has also found that "In addition to the constitutionally expressed powers and functions of each Department, (the Legislative, the Executive, and the Judicial) each possesses inherent and incidental powers that are

1 properly termed ministerial. Ministerial functions are methods of implementation to
2 accomplish or put into effect the basic function of each Department.” Galloway v.
3 Truesdell, 83 Nev. 13, 21, 422 P.2d 237, 243 (1967).
4

5 Rule 1.30(b) of the Rules of Practice for the Eighth Judicial District Court charges
6 the Chief Judge of the Eighth Judicial District Court with various responsibilities,
7 including supervising the administrative business of the District Court, ensuring the
8 quality and continuity of Court services, supervising the Court calendar, reassigning
9 cases as convenience or necessity requires, assuring the Court’s duties are timely and
10 orderly performed, and otherwise facilitating the business of the district court.

11 Following the March 12, 2020 Declaration of Emergency, the District Court, in
12 consultation with the Nevada Supreme Court, concurred with the Governor and exercised
13 its ministerial judicial powers. Through the course of the pandemic, the District Court
14 entered a number of Administrative Orders on an emergency basis. Those orders
15 included Administrative Orders 20-01 through 20-14 and 20-16. Administrative Orders
16 20-01 through 20-14 and 20-16 were superseded by Administrative Order 20-17.
17 Administrative Order 20-17 was followed with Administrative Orders 20-22 and 20-23.
18 These Orders changed Court procedures to minimize person-to-person contact and
19 mitigate the risk associated with the COVID-19 pandemic, while continuing to provide
20 essential Court services.
21

22 On November 11, 2020, Governor Sisolak announced an alarming increase in new
23 COVID-19 cases in Nevada. The Governor requested all individuals to stay in as much
24 as possible, and to wear face coverings at all times. Beginning on November 24, 2020,
25 Governor Sisolak announced a statewide “pause” to further mitigate the spread of
26 COVID-19.
27
28

1 This order, effective November 24, 2020, continues the District Court's response
2 to the COVID-19 pandemic and allows the business of the Court to go forward safely.
3 Administrative Order 20-17 remains in effect, except as modified by this Administrative
4 Order. This Administrative Order supersedes Administrative Orders 20-22 and 20-23, so
5 that the operative orders for the District Court related to the pandemic are currently
6 Administrative Order 20-17 and this Order, 20-24.

8 SAFETY AND PRECAUTIONS

9 **Appearances by Alternative Means Required**

10 Effective November 25, 2020 through January 11, 2021, due to restrictions on
11 entrants to the Court facilities and to reduce the potential for the spread of infection,
12 appearances by alternative means are required by all lawyers and litigants, with the
13 exception of in-custody defendants appearing in the Lower Level Arraignment
14 Courtroom. This includes all case types. No in-person appearances shall be made by
15 lawyers or litigants unless the assigned District Court Judge or Hearing Master
16 determines that there is an extraordinary circumstance requiring a personal appearance.
17

18 Video appearance is strongly preferred over other methods of appearance by
19 alternative means, and required in criminal, dependency, and delinquency cases unless
20 prevented by technological issues. Lawyers representing indigent clients are urged to
21 provide assistance to clients who do not have the independent ability to appear by
22 alternative means.

23 Attorneys, parties, and witnesses are reminded that alternative means still
24 constitutes a court appearance and attire should remain professional and court
25 appropriate. Also, for the safety of the community and for the quality of the audio
26 recording, no appearances by alternative means should be made while driving.
27
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1 **Mandatory Face Coverings Required at All Times**

2 In keeping with the Governor's announcement and the policy of Clark County, all
3 District Court judges and employees are required to wear face coverings at all times
4 while in the workplace except while eating or drinking during breaks. This includes all
5 areas of court facilities, including parking lots. Face coverings must cover the nose and
6 mouth at all times. Face coverings must comply with CDC guidelines and coverings with
7 vents or made out of mesh are not permitted. Face shields may be worn with a mask as
8 added protection, but may not be worn alone.
9

10 This Administrative Order modifies the mandatory face covering provisions found
11 in AO 20-17. Administrative Order 20-17 previously allowed district court employees to
12 not wear a face covering if they worked alone in an unshared workspace.
13

14 The provisions of Administrative Order 20-17 requiring all attorneys, vendors and
15 employees of any organization or entity who work in a Court facility to wear face
16 coverings at all times while in any common areas of the facility remain in effect.
17 Common areas include, but are not limited to, security screening, lobby areas, public
18 elevators, employee elevators, shared back hallways, public restrooms, and courtrooms.

19 **In-Person Meetings Suspended Until January 11, 2021**

20 Until January 11, 2021, outside of individual departments, no in-person gatherings
21 or meetings may be held to discuss court business. Meetings include, but are not limited
22 to: judges meetings; executive committee meetings; bench-bar meetings; any meetings
23 with community partners; specialty court staffing; specialty court graduations;
24 administrative department meetings; continuing education meetings; and meetings of any
25 judges and/or hearing masters within a particular case assignment. Meetings should go
26 forward, but must be conducted by telephone, teleconference, videoconference, or other
27 alternative means.
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GENERAL PROVISIONS

Clerk's Office Remains Closed to In-Person Filing

For the safety of the clerks and to minimize building traffic, the District Court Clerk's Offices at both the Regional Justice Center and the Family Court remain closed for in-person filings until further notice.

Filings must be completed electronically. For self-represented litigants who do not have the ability to electronically file documents, documents may be mailed as follows:

District Court Civil/Criminal Division
Attn: Clerk's Office
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89155

District Court Family Division
Attn: Clerk's Office
Family Court
601 N. Pecos Rd.
Las Vegas, NV 89155

The Clerk's Office shall maintain a safety protocol for clerks tasked with opening mail and handling paper documents. Other than mail, no paper documents will be accepted by the Court. Call (702) 455-4472 with questions regarding filing.

Depositions

No in-person depositions shall proceed prior to January 11, 2021 unless the parties and witness agree for the deposition to go forward in-person or by order of the court obtained after filing a motion demonstrating an extraordinary circumstance warranting the need for an in-person deposition.

1 **Hearings and Bench Trials**

2 Hearings of all sorts, including evidentiary hearings, in all case types should
3 proceed through use of alternative means.
4

5 Bench trials in all case types should go forward as outlined in AO 20-17 as long as
6 the trial may be accomplished by the use of alternative means. Appearances by
7 witnesses, parties, and lawyers must be by alternative means unless the District Court
8 Judge finds that (1) a personal appearance by an individual is necessary to conduct the
9 proceeding and (2) extraordinary circumstances require the proceeding to go forward at
10 this time.

11 **Formatting of Electronic Signature Block for Proposed Orders**

12 Proposed orders sent to a department's inbox as outlined in AO 20-17 need only
13 include a blank line for the judge's signature, e.g. _____. Orders do
14 not need a date, judge's name, or judge's title. Sufficient space should be allowed above
15 and below the signature line for the judge's signature and the electronic stamp including
16 date, title, and name of the judge.
17

18 **Jury Trials Suspended Until January 11, 2021**

19 By way of AO 20-23, jury trials currently scheduled to begin prior to November
20 30, 2020, were continued. All District Court jury trials, including short jury trials, remain
21 continued through January 11, 2021.

22 Once trials resume, the District Court's COVID-19 Jury Trial Plan for safely
23 resuming trials will remain in effect.
24

25 **January 4 and 5, 2021 Matters Continued**

26 The District Court is facing a massive case reassignment to accommodate twenty-
27 two new judges beginning on January 4. As a result, no hearings will be scheduled for
28 January 4 or January 5, 2021 other than criminal arraignment court, TPO, child

1 dependency or delinquency, or matters deemed to be an emergency by the assigned
2 judge. Any hearings currently set on those days must be rescheduled.
3

4 **CIVIL MATTERS**

5 **Subpoenas**

6 Attorneys no longer must obtain advance approval from the discovery
7 commissioner to issue subpoenas under NRCP 45. The subpoena provision found in AO
8 20-17 is rescinded. Attorneys are reminded to notice and provide a copy of the subpoena
9 to other parties before service under NRCP 45(a)(4)(A). The District Court expects
10 attorneys to cooperate when there are difficulties in obtaining documents due to issues
11 arising from COVID-19.
12

13 **CRIMINAL MATTERS**

14 **Grand Jury Proceeding Suspended Until January 11, 2021**

15 The three currently existing grand juries will remain and are not excused. To
16 complete presentments in process, the grand juries will meet the week of November 30,
17 2020. Grand jury proceedings are suspended from December 7, 2020 until January 11,
18 2021.
19

20 **DOMESTIC MATTERS**

21 **Family Mediation Center**

22 The Family Mediation Center will discontinue in-person mediations and provide
23 mediation services via telephone or other alternative means until January 11, 2020. All
24 child interviews and parent-child observations will be continued until after January 11,
25 2020.
26

27 **Donna's House**

28 Donna's House may continue providing supervised visitation, supervised custody
exchanges and other in-person services by appointment only. Donna's House must

1 continue to follow protocols in place to ensure the health and safety of staff and patrons,
2 including ensuring occupancy does not exceed twenty-five percent of capacity.

3 **Court Appointed Special Advocate Program**

4 Through January 11, 2021, CASA must hold all trainings, orientations, and other
5 meetings by telephone or through alternative means.

6 **COURT FACILITIES**

7 **Regional Justice Center**

8 The District Court maintains responsibility for security in the RJC. In that regard,
9 the District Court has serious concerns about the health and safety of people entering the
10 building, particularly in regard to the number of people entering the building during
11 morning hours. Our co-tenants are strongly encouraged to consider alternatives to reduce
12 the number of people entering the building including allowing/requiring appearances by
13 alternative means, expanding court times/days, continuing non-essential cases, having
14 employees work from home where possible, or any other means that may reduce building
15 numbers. The District Court remains willing to assist however possible in these efforts.

16 **Self-Help Centers**

17 The Family Law Self-Help Center located at Family Court and the Civil Law Self-
18 Help Center located at the Regional Justice Center will stop providing in-person services
19 to the public. All services will be provided via telephone, email, and other alternative
20 means.

21 The Civil Law Self Help Center can be reached via e-mail at clshcinfo@lascn.org
22 and via telephone at (702) 671-3976.

23 The Family Law Self-Help Center can be reached via e-mail at
24 flshcinfo@lascn.org and via telephone at (702) 455-1500 or (702) 386-1070.

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FINAL PROVISIONS

Except where otherwise noted, this order will be reviewed every 30 days and remain in effect until modified or rescinded by a subsequent order.

Dated this 24th day of November, 2020

A handwritten signature in black ink, appearing to read 'LB', is written over a horizontal line.

209 147 F6C1 8258
Linda Marie Bell
District Court Judge