IN THE SUPREME COURT OF THE STATE OF NEVADA

DARIA HARPER, an individual; and DANIEL WININGER, an individual, Appellants, vs. COPPERPOINT MUTUAL INSURANCE HOLDING COMPANY, an Arizona corporation; COPPERPOINT GENERAL INSURANCE COMPANY, an Arizona corporation; LAW OFFICES OF MARSHALL SILVERBERG, P.C., a California corporation; KENNETH MARSHALL SILVERBERG aka MARSHALL SILVERBERG aka K. MARSHALL SILVERBERG, an individual, Respondents.	Case No. 82158

Electronically Filed
Jun 21 2021 02:52 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL
from an order entered by the
Eighth Judicial District Court, Clark County, Nevada
The Honorable Jerry A. Wiese, III, District Court Judge
District Court Case No. A-20-814541-C

JOINT APPENDIX VOLUME II

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Docket 82158 Document 2021-17793

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Attorneys for Appellants

Facsimile: (702) 919-4672
Attorneys for Respondents
Copperpoint Mutual Insurance
Holding Co. and Copperpoint General
Insurance Company

DATE	DESCRIPTION	VOLUME	PAGES
05/04/2020	Complaint	I	0001-0022
06/01/2020	Defendants Copperpoint Mutual Insurance Holding Company & Copperpoint General Insurance Company's Answer to Plaintiffs' Complaint	I	0039-0051
09/04/2020	Defendants Copperpoint Mutual Insurance Holding Company and Copperpoint General Insurance Company's Motion to Dismiss Plaintiffs' Complaint or Alternatively, Motion for Summary Judgment	III	0593-0671
09/09/2020	Defendants Copperpoint Mutual Insurance Holding Company and Copperpoint General Insurance Company's Opposition to Plaintiffs' Motion for Partial Summary Judgment	III	0672-0741
10/07/2020	Defendants Copperpoint Mutual Insurance Holding Company and Copperpoint General Insurance Company's Reply in Support of Their Motion to Dismiss Plaintiffs' Complaint or Alternatively, Motion for Partial Summary Judgment	VI	1411-1491
05/06/2020	Errata to complaint	I	0023-0030
09/25/2020	Errata to Plaintiffs' Opposition to Defendant Copperpoint Mutual Insurance Holding Company and Copperpoint General Insurance Company's Motion to Dismiss Plaintiffs' Complaint or, Alternatively, Motion for Summary Judgment	V/VI	1107-1410
11/24/2020	Motion to Certify Order Entered on 10/26/20 as Final Pursuant to NRCP 54(B)	VII	1530-1538
11/24/2020	Notice of Appeal	VII	1509-1529

02/08/2021	Notice of Entry of Order	VII	1571-1598
10/26/2020	Order	VII	1492-1508
07/06/2020	Order Admitting to Practice	I	0052-0055
02/06/2021	Order Granting Plaintiffs' Motion to Certify Order Entered on 10/26/20 as Final Pursuant to NRCP 54(B)	VII	1546-1570
08/26/2020	Plaintiffs' Motion for Partial Summary Judgment	I/II/III	0056-0592
09/18/2020	Plaintiffs' Opposition to Defendants Copperpoint Mutual Insurance Holding Company and Copperpoint General Insurance Company's Motion to Dismiss Plaintiffs' Complaint or Alternatively, Motion for Summary Judgment	IV/V	0742-1087
09/22/2020	Plaintiffs' Reply in Support of Plaintiffs' Motion for Partial Summary Judgment	V	1088-1106
01/29/2021	Stipulation and Order for Dismissal of Defendant, Shoop, a Professional Law Corporation, Without Prejudice	VII	1539-1545
5/14/2020	Summons with proof of service to defendant Copperpoint General Insurance Company	I	0035-0038
5/14/2020	Summons with proof of service to defendant Copperpoint Mutual Insurance Holding Company	I	0031-0034

CERTIFICATE OF SERVICE

I certify that on the 21st day of June, 2021, this document was electronically filed with the Nevada Supreme Court. Electronic service of the foregoing: **APPELLANTS' OPENING BRIEF** and **VOLUMES I-VII** of the **JOINT APPENDIX** shall be made in accordance with the Master Service List as follows:

Dalton L. Hooks, Jr., Esq.
HOOKS MENG & CLEMENT
2820 West Charleston Blvd., Suite C-23
Las Vegas, Nevada 89102
Attorneys for Defendants Copperpoint Mutual Insurance Holding Company and Copperpoint General Insurance Company

Robert C. McBride, Esq.
Heather S. Hall, Esq.
MCBRIDE HALL
8329 W. Sunset Road, Suite 260
Las Vegas, Nevada 89113

and

James Kjar, Esq.
Jon Schwalbach, Esq.
KJAR, MCKENNA & STOCKALPER LLP
841 Apollo Street, Suite 100
El Segundo, California 90245
Attorneys for Defendants Kenneth Marshall Silverberg and Law Offices of Marshall Silverberg

DATED this 21st day of June, 2021.

/s/ Natalie Vazquez
An Employee of MAIER GUTIERREZ & ASSOCITES

EXHIBIT 15

EXHIBIT 15

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

VALLEY HOSPITAL MEDICAL CENTER, INC.

Entity Number:

C3301-1979

Entity Type:

Domestic Corporation (78)

Entity Status:

Active

Formation Date:

06/15/1979

NV Business ID:

NV19791005879

Termination Date:

Perpetual

Annual Report Due Date:

6/30/2021

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

CORPORATION SERVICE COMPANY

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

NV20101844335

Office or Position:

Jurisdiction:

DELAWARE

Street Address:

112 NORTH CURRY STREET, Carson City, NV, 89703, USA

Mailing Address:

Individual with Authority to Act:

GEORGE MASSIH

Fictitious Website or Domain Name:

OFFICER INFORMATION

☐ **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
President	MARVIN PEMBER	367 SOUTH GULPH ROAD, KING OF PRUSSIA, PA, 19406, USA	05/31/2019	Active
Secretary	MATTHEW D KLEIN	367 SOUTH GULPH ROAD, KING OF PRUSSIA, PA, 19406, USA	05/31/2019	Active

Title	Name	Address	Last Updated	Status
Treasurer	CHERYL K RAMAGANO	367 SOUTH GULPH ROAD, KING OF PRUSSIA, PA, 19406, USA	05/31/2019	Active
Director	STEVE FILTON	367 SOUTH GULPH ROAD, KING OF PRUSSIA, PA, 19406, USA	05/31/2019	Active

Page 1 of 1, records 1 to 4 of 4

CURRENT SHARES

Class/Series	Type	Share Number	Value
	Authorized	200	1.000000000000

Page 1 of 1, records 1 to 1 of 1

Number of No Par Value Shares:

0

Total Authorized Capital:

200

Filing History Name History Mergers/Conversions

Return to Search Return to Results

EXHIBIT 16

EXHIBIT 16

Licensee Search

Fields marked with asterisk (*) are required

Use the search fields below to find licensing and inspection report information about the following licensees:

- **Health facilities: includes 40 types of medical, nonmedical and mental health-related business entities FINDAHEALTHFACILITY.NV.GOV**
- **Child care facilities FINDCHILDCARE.NV.GOV**
- **Child care staff FINDCHILDCARE.NV.GOV**
- **Medical Laboratories**
- **Medical Laboratory Personnel**
- **Dietitians**
- **Music therapists**
- **Environmental Health Section**
- **Kitchen, pool, and spa inside Health Facilities**

Enter Search Criteria

If you only have a partial name of a facility/personnel or having troubles finding the facility by name, put the % sign before and after the partial wording% and all those with that word will appear, for example, %west%.

Business Unit * Health Facilities
Entity Type Agency
Facility Name Valley Hospital Medical (
Credential Number
Credential Type All
(+) Address Information
(+) Additional Information

Reset Search Generate Excel Licensee Log-In

Search Results

Name ▲	Credential Type	Credential Number	Status	Expiration Date	Disciplinary Action	Address	Phone#	First Issue Date	Primary Contact Name	Primary Contact Role	Bed Count	Action
VALLEY HOSPITAL MEDICAL CENTER	HOSPITAL	667-HOS-47	Active	12/31/2020	N/A	620 SHADOW LN LAS VEGAS NV 89106	702-388-4000	12/22/1971	CLAUDE WISE, III	Administrator	306	View Detail

1-1 of 1 records

Aithent Licensing System Version 10.0.173.01 Dated: July 15, 2020 | Copyright © 2020 Aithent Inc.

For more information about licensing, follow the links below:

Bureau of Health Care Quality and Compliance (program info and complaint filing)
Medical Laboratories (program info and complaint filing)
Childcare Licensing (program info and complaint filing)
Environmental Health Section
Dietitians Music Therapists (program info and complaint filing)

EXHIBIT 17

EXHIBIT 17

NEVADA STATE BOARD OF MEDICAL EXAMINERS

Search

Licensee Details

Person Information	
Name:	Jeffrey Alan DAVIDSON
Address:	500 North Rainbow Boulevard, Suite #203 Las Vegas NV 89107
Phone:	7022591231

License Information			
License Type:	Medical Doctor		
License Number:	7061	Status:	Active
Issue Date:	6/11/1994	Expiration Date:	6/30/2021

Scope of Practice

Scope of Practice: Emergency Medicine

Education & Training

School:	University of Arizona / Tucson, AZ
Degree\Certificate:	Medical Doctor Degree
Date Enrolled:	
Date Graduated:	5/12/1990
Scope of Practice:	

School:	Maricopa Medical Center / Phoenix, AZ
Degree\Certificate:	Internship
Date Enrolled:	6/23/1990
Date Graduated:	6/30/1991
Scope of Practice:	Emergency Medicine

School:	Maricopa Medical Center / Phoenix, AZ
Degree\Certificate:	Residency
Date Enrolled:	7/1/1991
Date Graduated:	6/30/1994
Scope of Practice:	Emergency Medicine

School:	Emergency Medicine
Degree\Certificate:	American Board
Date Enrolled:	
Date Graduated:	6/30/1995
Scope of Practice:	

School:	Emergency Medicine
Degree\Certificate:	Am Bd Recertification
Date Enrolled:	
Date Graduated:	12/23/2005
Scope of Practice:	Emergency Medicine

School:	Emergency Medicine
Degree\Certificate:	Am Bd Recertification
Date Enrolled:	
Date Graduated:	1/1/2016
Scope of Practice:	Emergency Medicine

CURRENT EMPLOYMENT STATUS/CONDITIONS/RESTRICTIONS ON LICENSE AND MALPRACTICE INFORMATION

PROFESSIONAL LIABILITY CLAIM, SETTLEMENT OR JUDGEMENT OF $5,000 OR MORE: 1)Date received by the Board: 2/19/2016/ - 3/20/17 Reported by: EmCare Inc./ Western Litigation Date of act/omission:3/11/14 Details:Alleged failure to treat and properly prescribe and administer pain medication to a patient in renal failure. Settlement amount: $250,000 Court Case Number:A-15-715018-C Total pages:0

Board Actions

NONE

Please note that the settlement of a medical malpractice action may occur for a variety of reasons that do not necessarily reflect negatively on the professional competence or conduct of the provider. Therefore, there may be no disciplinary action appearing for a licensee even though there is a closed malpractice claim on file. A payment in the settlement of medical malpractice does not create a presumption that medical malpractice occurred. Sometimes insurance companies settle a case without the knowledge and/or agreement of the physician. This database represents information from insurers to date. Please note: All insurers may not have submitted claim information to the Board.

Close Window

EXHIBIT 18

EXHIBIT 18

Nevada State
BOARD OF OSTEOPATHIC MEDICINE

Licensee Information

Nevada State - Board of Osteopathic Medicine Verification as of July, 24 2020

Licensee Information

Name: Cyndi Tran
Address: Desert Neurology
2020 Wellness Way, Suite 202
Las Vegas, NV 89106
Phone: (702) 732-2600
Fax:
School: Touro University College of Osteopathic Medicine Nevada
Residency: Valley Hospital Medical Center (Residency) (2011-07-01 to 2015-06-30)
Specialty: AOA - Neurology

License Details

License Type: D.O. License
License Number: DO1934
License Status: Active
Effective: 07/01/2015
Expires: 12/31/2020

License History

License	License Number	License Date	Status
D.O. License	DO1934	07/01/2015 to 12/31/2020	Active
SL License	SL0822	07/01/2011 to 06/30/2015	Expired

Disciplinary Action

Licensee has no Disciplinary Actions

Other State Disciplinary Actions

Licensee has no Disciplinary Actions Outside of Nevada

Malpractice Claims

Court Case #	Date	Status	Loss Location
A-16-738004-C	06/07/2016	Settled	Clark County, NV

This is a Primary Source Verification.

Please note that the settlement of a medical malpractice action may occur for a variety of reasons that do not necessa reflect negatively on the professional competence or conduct of the provider. Therefore, there may be no disciplinary action appearing for a licensee even though there is a closed malpractice claim on file. A payment in the settlement of medical malpractice does not create a presumption that medical malpractice occurred.

For further questions regarding discipline or malpractice information, please contact us at: 702-732-2147

DISCLAIMER: The Nevada State Board of Osteopathic Medicine presents this information as a service to the public. The Board relies upon information provided by licensees to be true and correct. Based thereon, the Board makes no warranty or guarantee concerning the accuracy or reliability of the content of this website or the content of any other website to which it may link. Assessing accuracy and reliability of the information obtained from this website is solely th responsibility of the public. The Board is not liable for errors or for any damages resulting from the use of the informatic contained herein.

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EXHIBIT 19

EXHIBIT 19

Nevada State
BOARD OF OSTEOPATHIC MEDICINE

Licensee Information

Nevada State - Board of Osteopathic Medicine Verification as of July, 24 2020

Licensee Information

Name: Paul Harlan Janda
Address: Las Vegas Neurology Center
2020 Wellness Way, Suite 306
Las Vegas, NV 89106
Phone: (702) 432-2233
Fax: (702) 800-5456
School: Touro University College of Osteopathic Medicine California
Residency: Valley Hospital Medical Center (Residency) (2007-06-24 to 2012-06-30)
Specialty: AOA - Neurology

License Details

License Type: D.O. License
License Number: DO1588
License Status: Active
Effective: 01/11/2011
Expires: 12/31/2020

License History

License	License Number	License Date	Status
D.O. License	DO1588	01/11/2011 to 12/31/2020	Active
SL License	SL0516	06/24/2007 to 06/30/2012	Expired

Disciplinary Action

Licensee has no Disciplinary Actions

Other State Disciplinary Actions

Licensee has no Disciplinary Actions Outside of Nevada

Malpractice Claims

Court Case #	Date	Status	Loss Location
A-17-759169-C	07/31/2017	Dismissed	Clark County, NV
A-16-738004-C	06/16/2016	Settled	Clark County, NV

This is a Primary Source Verification.

Please note that the settlement of a medical malpractice action may occur for a variety of reasons that do not necessa reflect negatively on the professional competence or conduct of the provider. Therefore, there may be no disciplinary action appearing for a licensee even though there is a closed malpractice claim on file. A payment in the settlement of medical malpractice does not create a presumption that medical malpractice occurred.

For further questions regarding discipline or malpractice information, please contact us at: 702-732-2147

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EXHIBIT 20

EXHIBIT 20

Nevada State
BOARD OF OSTEOPATHIC MEDICINE

Licensee Information

Nevada State - Board of Osteopathic Medicine Verification as of July, 24 2020

Licensee Information

Name: Elizabeth Pui Phung-Hart
Address:
,
Phone:
Fax:
School: Touro University College of Osteopathic Medicine Nevada
Residency: Valley Hospital Medical Center (Residency) (2014-07-01 to 2017-06-30)
Specialty: Internal Medicine

License Details

License Type: D.O. License
License Number: DO2071
License Status: Expired: Elective Non-Renew
Effective: 07/01/2016
Expires: 01/01/2017

License History

License	License Number	License Date	Status
D.O. License	DO2071	01/01/2017 to 01/01/2017	Elective Non-Renew
D.O. License	DO2071	07/01/2016 to 12/31/2016	Active
SL License	SL1020	07/01/2014 to 06/30/2017	Expired

Disciplinary Action

Licensee has no Disciplinary Actions

Other State Disciplinary Actions

Licensee has no Disciplinary Actions Outside of Nevada

Malpractice Claims

Court Case #	Date	Status	Loss Location
A-16-738004-C	06/07/2016	Settled	Clark County, NV

This is a Primary Source Verification.

Please note that the settlement of a medical malpractice action may occur for a variety of reasons that do not necessa reflect negatively on the professional competence or conduct of the provider. Therefore, there may be no disciplinary action appearing for a licensee even though there is a closed malpractice claim on file. A payment in the settlement of medical malpractice does not create a presumption that medical malpractice occurred.

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EXHIBIT 21

EXHIBIT 21

Licensee Information

Nevada State - Board of Osteopathic Medicine Verification as of July, 23 2020

Licensee Information

Name: Andrea Leigh Agcaoili
Address: 1450 Treat Blvd
Walnut Creek, CA 94597
Phone: (925) 296-9720
Fax: (925) 296-9030
School: Touro University College of Osteopathic Medicine Nevada
Residency: Valley Hospital Medical Center (Residency) (2014-07-01 to 2016-09-30)
South Hampton Hospital (Internship) (2013-07-01 to 2014-06-30)
Specialty: AOA - Family Practice/General Practice/Family Medicine

License Details

License Type: SL License
License Number: SL1012
License Status: Expired
Effective: 07/01/2014
Expires: 06/30/2017

License History

License	License Number	License Date	Status
SL License	SL1012	07/01/2014 to 06/30/2017	Expired

Disciplinary Action

Licensee has no Disciplinary Actions

Other State Disciplinary Actions

Licensee has no Disciplinary Actions Outside of Nevada

Malpractice Claims

Court Case #	Date	Status	Loss Location
A-16-738004-C	06/07/2016	Settled	Clark County, NV

This is a Primary Source Verification.

Please note that the settlement of a medical malpractice action may occur for a variety of reasons that do not necessa reflect negatively on the professional competence or conduct of the provider. Therefore, there may be no disciplinary action appearing for a licensee even though there is a closed malpractice claim on file. A payment in the settlement of medical malpractice does not create a presumption that medical malpractice occurred.

For further questions regarding discipline or malpractice information, please contact us at: 702-732-2147

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EXHIBIT 22

EXHIBIT 22

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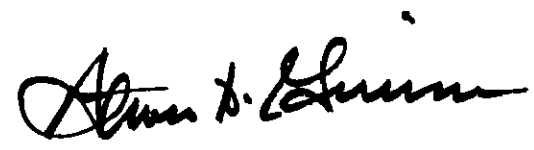
10/11/2016 02:05:45 PM



CLERK OF THE COURT

ANS
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ADAM A. SCHNEIDER, ESQ.
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JOHN H. COTTON & ASSOCIATES, LTD.
7900 W. Sahara Avenue, Suite 200
Las Vegas, Nevada 89117
Telephone: (702) 832-5909
Facsimile: (702) 832-5910
Attorneys for Defendant, Paul Janda, D.O.

DISTRICT COURT

CLARK COUNTY, NEVADA

DARIA HARPER, DANIEL WININGER, Plaintiffs, v. VALLEY HOSPITAL MEDICAL CENTER, INC., doing business as VALLEY HOSPITAL MEDICAL CENTER; VALLEY HEALTH SYSTEMS, LLC, doing business as VALLEY HOSPITAL MEDICAL CENTER; JEFFREY DAVIDSON, M.D.; CYNDI TRAN, D.O. PAUL JANDA, D.O.; ELIZABEETH PHUNG-HART, D.O.; ANDREA AGCAOILI, D.O.; MURAD JUSSA, M.D., and, DOES 1 through 250, inclusive, Defendants.	Case No.: A-16-738004-C Dept. No.: XVII **DEFENDANT PAUL JANDA, D.O.'S ANSWER TO PLAINTIFF'S COMPLAINT**

DEFENDANT JANDA, D.O.'S ANSWER TO PLAINTIFF'S COMPLAINT

Defendant Paul Janda, D.O. (Defendant herein), by and through his attorneys of record the law firm of John H. Cotton & Associates, hereby Answer Plaintiff's Complaint (Complaint herein) as follows:

STATEMENT OF FACTS

1. Answering Paragraph 1 of Plaintiff's Complaint, Defendant responds he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the facts alleged

therein and therefore denies them on that basis.

2. Answering Paragraph 2 of Plaintiff's Complaint, Defendant responds he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the facts alleged therein and therefore denies them on that basis.

3. Answering Paragraph 3 of Plaintiff's Complaint, Defendant responds he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the facts alleged therein and therefore denies them on that basis.

4. Answering Paragraph 4 of Plaintiff's Complaint, Defendant responds he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the facts alleged therein and therefore denies them on that basis.

5. Answering Paragraph 5 of Plaintiff's Complaint, Defendant admits he was and now is a physician and holds himself out as duly licensed to practice his profession under and by virtue of the laws of the State of Nevada and was and now is engaged in the practice of his profession in the State of Nevada, and he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the remaining facts alleged therein and therefore denies them on that basis.

6. Answering Paragraph 6 of Plaintiff's Complaint, Defendant responds he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the facts alleged therein and therefore denies them on that basis.

7. Answering Paragraph 7 of Plaintiff's Complaint, Defendant responds he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the facts alleged therein and therefore denies them on that basis.

8. Answering Paragraph 8 of Plaintiff's Complaint, Defendant responds he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the facts alleged therein and therefore denies them on that basis.

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7900 W. Sahara Avenue, Suite 200
Las Vegas, Nevada 89117

9. Answering Paragraph 9 of Plaintiff's Complaint, Defendant responds he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the facts alleged therein and therefore denies them on that basis.

10. Answering Paragraph 10 of Plaintiff's Complaint, Defendant responds he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the facts alleged therein and therefore denies them on that basis.

11. Answering Paragraph 11 of Plaintiff's Complaint, Defendant responds he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the facts alleged therein and therefore denies them on that basis.

12. Answering Paragraph 12 of Plaintiff's Complaint, Defendant responds he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the facts alleged therein and therefore denies them on that basis.

13. Answering Paragraph 13 of Plaintiff's Complaint, Defendant admits the declarations of Drs. Beer and Ritter were attached to the Complaint served upon Defendant, but affirmatively denies all allegations of negligence and wrongdoing continued with those declarations.

I.

PLAINTIFF DARIA HARPER'S CAUSE OF ACTION

14. Answering Paragraph 14 of Plaintiff's Complaint, Defendant refers to Paragraphs 1 through 13 of this Answer, and by reference, incorporate the same herein as if fully set forth.

15. Answering Paragraph 15 of Plaintiff's Complaint, Defendant responds he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the facts alleged therein and therefore denies them on that basis.

16. Answering Paragraph 16 of Plaintiff's Complaint, Defendant responds he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the facts alleged

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Las Vegas, Nevada 89117

therein and therefore denies them on that basis.

17. Answering Paragraph 17 of Plaintiff's Complaint, Defendant denies all allegations of negligence and wrongdoing, and he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the remainder of the facts alleged therein and therefore denies them on that basis.

18. Answering Paragraph 18 of Plaintiff's Complaint, Defendant responds he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the facts alleged therein and therefore denies them on that basis.

19. Answering Paragraph 19 of Plaintiff's Complaint, Defendant denies all allegations of negligence and wrongdoing, and he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the remainder of the facts alleged therein and therefore denies them on that basis.

20. Answering Paragraph 20 of Plaintiff's Complaint, Defendant denies all allegations of negligence and wrongdoing, and he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the remainder of the facts alleged therein and therefore denies them on that basis.

21. Answering Paragraph 21 of Plaintiff's Complaint, Defendant denies all allegations of negligence and wrongdoing, and he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the remainder of the facts alleged therein and therefore denies them on that basis.

22. Answering Paragraph 22 of Plaintiff's Complaint, Defendant denies all allegations of negligence and wrongdoing, and he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the remainder of the facts alleged therein and therefore denies them on that basis.

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7900 W. Sahara Avenue, Suite 200
Las Vegas, Nevada 89117

//

II.

PLAINTIFF DANIEL WINIGER'S CAUSE OF ACTION

23. Answering Paragraph 23 of Plaintiff's Complaint, Defendant refers to Paragraphs 1 through 22 of this Answer, and by reference, incorporate the same herein as if fully set forth.

24. Answering Paragraph 24 of Plaintiff's Complaint, Defendant responds that he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the facts alleged therein and therefore denies them on that basis.

25. Answering Paragraph 25 of Plaintiff's Complaint, Defendant denies all allegations of negligence and wrongdoing, and he lacks sufficient information and/or knowledge to form a belief about the truth or falsity of the remainder of the facts alleged therein and therefore denies them on that basis.

AFFIRMATIVE DEFENSES

1. Defendant performed and fully discharged all medical and legal obligations to Plaintiff, including meeting the requisite standard of care to which Plaintiff was entitled.

2. In all of the treatment provided and rendered to Plaintiff by Defendant, the Plaintiff was fully informed of the risks inherent in such medical procedures and the risks inherent in her own failure to comply with instructions, and did voluntarily assume all risks attendant thereto.

3. Plaintiff's damages, if any, were caused by the disease process and/or medical condition of Plaintiff and not by any act and/or omission by Defendant.

4. Defendant alleges that the Complaint fails to state a compensable claim for relief as against this Defendant.

5. This answering Defendant hereby incorporates by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. In the

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Las Vegas, Nevada 89117

event further investigation or discovery reveals the applicability of any such defenses, this answering Defendant reserves the right to seek leave of court to amend this Answer to specifically assert any such defenses. Such defenses are herein incorporated by reference for the specific purpose of not waiving any such defenses.

6. Defendant was required to retain the services of an attorney to defend this action and is entitled to an award of reasonable attorney's fees and costs of suit.

7. Plaintiff failed to take reasonable efforts to mitigate damages, if any, and is therefore barred from recovering any damages from this answering Defendant.

8. Plaintiff failed to join a party pursuant to N.R.C.P. 19 necessary for the just adjudication of the claims at issue in this action.

9. This answering Defendant denies each and every allegation of the Complaint not specifically admitted or otherwise pled herein.

10. Defendant asserts that Plaintiff's injuries, if any, were caused by the actions or inactions of persons over whom Defendant had neither control nor right of control and for whom this answering Defendant are not liable or responsible.

11. Pursuant to N.R.C.P. 11 and 15, Defendant reserves the right to amend this Answer to include any cross-claims, third-party complaints, or counter cross-claims, and any and all affirmative defenses which have a reasonable basis in both law and fact and which are heretofore unknown.

12. Defendant avails to all affirmative defenses as set forth in NRS 41A.035, 41A.045, 41A.100, 11.220, 41A.110, 41.141, 41.503, 41.505, and 42.021.

13. Plaintiff is barred from asserting claims against Defendant because the alleged damages were the result of one or more unforeseeable intervening and superceding causes.

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Las Vegas, Nevada 89117

14. Defendant asserts that the Complaint should be dismissed on the basis that all treatment that Defendant rendered to Plaintiff was not the proximate cause of any alleged injury sustained by Plaintiff.

15. Defendant asserts that the Complaint should be dismissed on the basis that Plaintiff has not complied with NRS 41A.071.

16. Defendant asserts that the Complaint is barred by the statute of limitations.

17. Defendant alleges that any injuries or damages allegedly sustained or suffered by the Plaintiff at the times and places referred to in the Complaint, were caused, in whole or in part, or were contributed to, by the negligence or fault or want of care of the Plaintiff, and the negligence, fault or want of care on the part of the Plaintiff was greater than that, if any, of these answering Defendants, the existence of which is specifically denied.

18. Plaintiff's cause of actions must be dismissed based upon the reasoning of Zohar v. Zbiegien, 130 Nev. Adv. Op. 74, 334 P.3d 402 (2014) wherein no qualified expert affidavit opines on Plaintiff's injuries as attributable to Defendant's alleged negligence.

19. Plaintiff's Complaint must be dismissed due to violation of N.R.C.P. 4(i).

20. Defendant alleges that the injuries and damages, if any, complained of by the Plaintiff were unforeseeable.

21. Plaintiff's Complaint violates the Statute of Frauds.

22. Defendant alleges that the injuries and damages, if any, suffered by Plaintiff can and do occur in the absence of negligence.

23. Plaintiff's claims are barred by the equitable doctrines of waiver, release, laches, unclean hands, and equitable estoppel, including but not limited to Plaintiff and other third-parties and their agents and employees inspected and approved the work performed by Defendant and agreed and approved that Defendant's work performed was satisfactory.

24. Plaintiff received all or effectively all of the benefit of the Defendants' treatment that Plaintiff hoped and intended to receive and to that extent any damages that Plaintiff might be entitled to recover must be correspondingly reduced.

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Las Vegas, Nevada 89117

WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiffs take nothing by way of the Complaint and that the Complaint be dismissed with prejudice;

2. That Defendant be awarded the costs and attorneys' fees incurred in defending this action; and

3. That the Court award Defendant any other relief it deems appropriate under the circumstances.

Dated this 11th day of October 2016.

JOHN H. COTTON & ASSOCIATES, LTD.
7900 West Sahara Avenue, Suite 200
Las Vegas, Nevada 89117

/s/ Adam Schneider
JOHN H. COTTON, ESQ.
ADAM SCHNEIDER, ESQ.
Attorneys for Defendant
Paul Janda, D.O.

John H. Cotton & Associates
7900 W. Sahara Avenue, Suite 200
Las Vegas, Nevada 89117

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of October 2016, I served the foregoing **DEFENDANT PAUL JANDA, D.O.'S ANSWER TO PLAINTIFF'S COMPLAINT** by filing a true and correct copy of the same through the Clerk of the Court using the Wiznet Electronic Filing and Service system upon all parties with an email address on record in this action:

Thomas S. Alch, Esq.
LAW OFFICES OF THOMAS S. ALCH
500 N. Rainbow Blvd., Ste. 300
Las Vegas, Nevada 89107
-and-
100 N. Cresent Dr., Ste. 360
Beverly Hills, California 90210
Attorney for Plaintiffs

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David J. Mortensen efile@alversontaylor.com
David Mortensen dmortensen@alversontaylor.com
Jared Herling jherling@alversontaylor.com
Tya Frabott tfrabott@alversontaylor.com

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EXHIBIT 23

EXHIBIT 23

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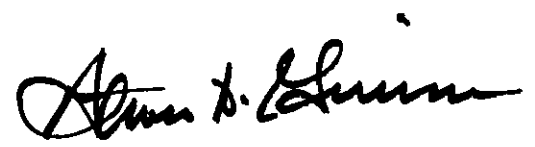

CLERK OF THE COURT

ANS
DAVID J. MORTENSEN, ESQ.
Nevada Bar No. 002547
BRIGETTE E. FOLEY, ESQ.
Nevada Bar No. 012965
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Attorneys for DEFENDANTS
Cyndi Tran, D.O.
Elizabeth Phung-Hart, D.O.
Andrea Agcaoili, D.O.

DISTRICT COURT
CLARK COUNTY, NEVADA

DARIA HARPER, DANIEL WININGER, Plaintiffs, vs. VALLEY HOSPITAL MEDICAL CENTER, INC., doing business as VALLEY HOSPITAL MEDICAL CENTER; VALLEY HEALTH SYSTEM, LLC, doing business as VALLEY HEALTH MEDICAL CENTER; JEFFREY DAVIDSON, M.D.; CYNDI TRAN, D.O.; PAUL JANDA, D.O.; ELIZABETH PHUNG-HART, D.O.; ANDREA AGCAOILI, D.O.; MURAD JUSSA, M.D., and, DOES 1 through 250, inclusive, Defendants.	CASE NO.: A-16-738004-C DEPT. NO.: XVII

ELIZABETH PHUNG-HART, D.O.'S ANSWER TO PLAINTIFFS' COMPLAINT

COMES NOW Defendant ELIZABETH PHUNG-HART, D.O. (hereinafter "Dr. Phung-Hart"), by and through her attorneys of record, DAVID J. MORTENSEN, ESQ. and BRIGETTE

E. FOLEY, ESQ. of the law firm of ALVERSON, TAYLOR, MORTENSEN & SANDERS, and hereby answers Plaintiffs' Complaint, as follows:

GENERAL ALLEGATIONS

1. Answering Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 10, 11 and 12 of Plaintiffs' Complaint, and therefore denies the same.

2. In answering paragraph 5 of Plaintiffs' Complaint, Answering Defendant admits she was at all times a physician holding herself out as duly licensed to practice her profession under and by virtue of the laws of the State of Nevada, and was engaged in the practice of that profession in the State of Nevada. The remainder of the allegations contained in this paragraph refer to other Defendants, which Defendant is without sufficient knowledge to form a belief as to the truth of such allegations, and therefore denies the same.

3. Paragraph 13 of Plaintiffs' Complaint calls for a legal conclusion to which no answer or response is necessary, and on that basis, Defendant denies the same.

FIRST CAUSE OF ACTION
(Medical Malpractice)

4. Answering Defendants repeat and reallege their answers to the allegations contained within paragraphs 1 through 13 of Plaintiffs' Complaint as if the same were more fully set forth herein.

5. Answering Defendants deny the allegations contained in paragraphs 15 and 16 of Plaintiffs' Complaint.

6. Paragraphs 17, 19, 20, 21, and 22 of Plaintiffs' Complaint calls for legal conclusions to which no answer or response is necessary, and on that basis, Defendant denies the same.

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7. Answering Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 18 of Plaintiffs' Complaint, and therefore denies the same.

SECOND CAUSE OF ACTION
(Loss of Consortium)

8. Answering Defendants repeat and reallege their answers to the allegations contained within paragraphs 1 through 22 of Plaintiffs' Complaint as if the same were more fully set forth herein.

9. Answering Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 24 of Plaintiffs' Complaint, and therefore denies the same.

10. Paragraph 25 of Plaintiffs' Complaint calls for a legal conclusion to which no answer or response is necessary, and on that basis, Defendant denies the same.

PRAYER FOR RELIEF

Answering Defendant denies that Plaintiffs are entitled to any of the requested relief as contained within their Complaint.

GENERAL DENIAL

Answering Defendant denies each and every allegation contained in Plaintiffs' Complaint that is not specifically admitted to be true.

FIRST AFFIRMATIVE DEFENSE

Defendant alleges that Plaintiffs' Complaint on file herein fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Defendant alleges that Plaintiffs' damages, if any, were caused in whole or in part, or

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were contributed to by reason of the negligence or wrongful conduct of Plaintiffs.

THIRD AFFIRMATIVE DEFENSE

All risks and dangers involved in the factual situation described in the Complaint were open, obvious, and known to Plaintiffs and said Plaintiffs voluntarily assumed said risks and dangers.

FOURTH AFFIRMATIVE DEFENSE

The incident alleged in Plaintiffs' Complaint and the resulting damages, if any, to Plaintiffs were proximately caused or contributed to by Plaintiffs' own negligence, and such negligence was greater than the alleged negligence of Defendant.

FIFTH AFFIRMATIVE DEFENSE

Defendant alleges that the occurrence referred to in the Complaint, and all injuries and damages, if any, resulting there from were caused by the acts or omissions of a third party over whom Defendant had no control.

SIXTH AFFIRMATIVE DEFENSE

Defendant has fully performed and discharged all obligations owed to Plaintiffs, including meeting the requisite standard of care to which Plaintiffs were entitled.

SEVENTH AFFIRMATIVE DEFENSE

Defendant alleges that at all times mentioned in Plaintiffs' Complaint, Plaintiffs were suffering from a medical condition(s) that Defendant did not cause, nor was Defendant responsible for said medical condition(s).

EIGHTH AFFIRMATIVE DEFENSE

If Plaintiffs have sustained any injuries or damages, such were the result of intervening and/or superseding events, factors, occurrences, or conditions, which were in no way caused by Defendant, and for which Defendant is not liable.

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NINTH AFFIRMATIVE DEFENSE

Plaintiffs are barred from recovering any special damages herein as a result of the failure to comply with the provisions of NRCP 9(g).

TENTH AFFIRMATIVE DEFENSE

Defendant alleges that, pursuant to Nevada law, Defendants would not be jointly liable, and that if liability is imposed, such liability would be several for that portion of Plaintiffs' damages, if any, that represents the percentage attributable to Defendants.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are governed and/or barred pursuant to NRS Chapters 1, 40, 41, and 41A, and by the provisions of Question 3 passed by the People of the State of Nevada on November 2, 2004.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs' Amended Complaint is void *ab initio* as it does not include an affidavit which meets with requirements of N.R.S. 41A.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiffs had a duty to mitigate their damages and failed to do so.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the applicable statutes of limitations and/or repose.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' action is barred and/or diminished by the doctrines of waiver, laches, estoppels, and/or unclean hands.

SIXTEENTH AFFIRMATIVE DEFENSE

All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendant's Answer and,

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therefore, Defendant reserves the right to amend the Answer, and to allege additional Affirmative Defenses if subsequent investigation so warrants.

SEVENTEENTH AFFIRMATIVE DEFENSE

Defendant did not violate any statute, ordinance, or regulation referenced in Plaintiffs' Amended Complaint.

EIGHTEENTH AFFIRMATIVE DEFENSE

It been necessary for this Defendant to employ the services of an attorney to defend this action and a reasonable sum should be allowed to Defendant for attorney's fees, together with costs of suit incurred herein.

NINETEENTH AFFIRMATIVE DEFENSE

Defendant hereby incorporates by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. In the event further investigation or discovery reveals the applicability of any such defenses, Defendant reserves the right to seek leave of Court to amend the Answer to specifically assert the same. Such defenses are herein incorporated by reference for the specific purpose of not waiving the same.

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/ / /

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WHEREFORE, Defendant prays for relief as follows:

1. That Plaintiffs take nothing by way of their Complaint on file herein.

2. For reasonable attorney's fees and costs incurred in defending this litigation.

3. For such other and further relief as this Court deems just and proper.

DATED this 19 day of October, 2016.

ALVERSON, TAYLOR
MORTENSEN & SANDERS

#13250
for

DAVID J. MORTENSEN, ESQ.
Nevada Bar No. 002547
BRIGETTE E. FOLEY, ESQ.
Nevada Bar No. 012965
7401 W. Charleston Boulevard
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Attorneys for DEFENDANTS
Cyndi Tran, D.O.
Elizabeth Phung-Hart, D.O.
Andrea Agcaoili, D.O.

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CERTIFICATE OF SERVICE

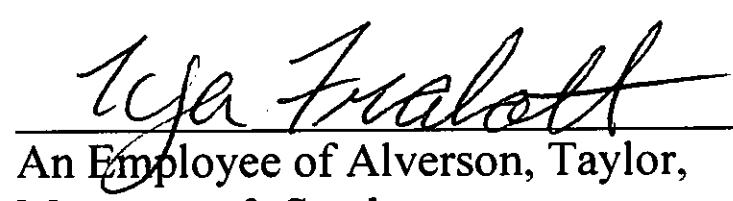
The undersigned hereby certifies that on the 19th day of October, 2016, the foregoing **ELIZABETH PHUNG-HART, D.O.'S ANSWER TO PLAINTIFFS' COMPLAINT** was served on the following by Electronic Service to All parties on the Wiznet Service List, addressed as follows:

Thomas S. Alch, Esq.
LAW OFFICES OF THOMAS S. ALCH
500 N. Rainbow Blvd, Suite 300
Las Vegas, Nevada 89107
Phone: (702) 740-4140
Attorney for Plaintiffs

Kenneth M. Webster, Esq.
Tyson J. Dobbs, Esq.
Kirill V. Mikhaylov, Esq.
HALL PRANGLE & SCHOONVELD, LLC
1160 North Town Center Drive, Suite 200
Las Vegas, NV 89144
Phone: (702) 889-6400
Attorneys for Defendant Valley Health System, LLC and Valley Hospital Medical Center, Inc.

Robert C. McBride, Esq.
Chelsea R. Hueth, Esq.
CARROLL, KELLY, TROTTER, FRANZEN, McKENNA & PEABODY
8329 W. Sunset Road, Suite 260
Las Vegas, NV 89113
Phone: (702) 792-5855
Attorneys for Jeffrey Davidson, M.D.

Patricia Daehnke, Esq.
DAEHNKE STEVENS LLP
2300 W. Sahara Ave
Suite 680 Box 32
Las Vegas, NV 89102
Phone: (702) 979-2132
Attorney for Jussa Murad, M.D.



An Employee of Alverson, Taylor, Mortensen & Sanders

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AFFIRMATION
Pursuant to N.R.S. 239B.030

The undersigned does hereby affirm that the preceding **ELIZABETH PHUNG-HART, D.O.'S ANSWER TO PLAINTIFFS' COMPLAINT** filed in District Court Case No. A-16-738004-C

X Does not contain the social security number of any person.

-OR-

___ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

[Insert specific law]

-or-

B. For the administration of a public program or for an application for a federal or state grant.

DATED this 19 day of October, 2016.

ALVERSON, TAYLOR,
MORTENSEN & SANDERS

#1330

DAVID J. MORTENSEN, ESQ.
Nevada Bar No. 002547
BRIGETTE E. FOLEY, ESQ.
Nevada Bar No. 012965
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Attorneys for DEFENDANT
Cyndi Tran, D.O.
Elizabeth Phung-Hart, D.O.
Andrea Agcaoili, D.O.

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EXHIBIT 24

EXHIBIT 24

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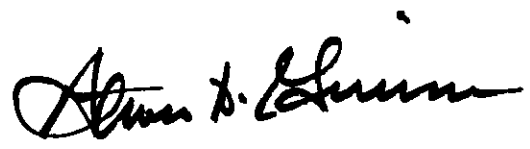

CLERK OF THE COURT

ANSC
ROBERT C. MCBRIDE, ESQ.
Nevada Bar No.: 007082
CHELSEA R. HUETH, ESQ.
Nevada Bar No.: 010904
CARROLL, KELLY, TROTTER,
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E-mail: rcmcbride@cktfmlaw.com
E-mail: crhueth@cktfmlaw.com
Attorneys for Defendant
Jeffrey Davidson, M.D.

DISTRICT COURT

CLARK COUNTY, NEVADA

DARIA HARPER, DANIEL WININGER, Plaintiffs, vs. VALLEY HOSPITAL MEDICAL CENTER, INC., doing business as VALLEY HOSPITAL MEDICAL CENTER; VALLEY HEALTH SYSTEM, LLC, doing business as VALLEY HOSPITAL MEDICAL CENTER; JEFFREY DAVIDSON, M.D.; CYNDI TRAN, D.O.; PAUL JANDA, D.O.; ELIZABETH PHUNG-HART, D.O.; ANDREA AGCAOILI, D.O.; MURAD JUSSA, M.D.; and DOES 1 through 250, inclusive, Defendants.	**CASE NO.: A-16-738004-C** **DEPT: XVII**

DEFENDANT, JEFFREY DAVIDSON, M.D.'S
ANSWER TO PLAINTIFFS' COMPLAINT

COMES NOW Defendant, JEFFREY DAVIDSON, M.D., by and through his attorneys of record, ROBERT C. MCBRIDE, ESQ. and CHELSEA R. HUETH, ESQ. of the law firm of CARROLL, KELLY, TROTTER, FRANZEN, MCKENNA & PEABODY and hereby submits his Answer to Plaintiffs' Complaint as follows:

MEDICAL MALPRACTICE

LOSS OF CONSORTIUM

1. Answering paragraphs 1, 2, 3, 4, 6, 7, 8, 9, and 11, Answering Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in said paragraphs and therefore denies the same.

2. Answering paragraph 5, this Answering Defendant admits the allegations as to Jeffrey Davidson, M.D. and as to all remaining allegations, this answering Defendant is without sufficient knowledge and information to formulate a belief as to the truth of the allegations contained therein and, based upon such lack of information and belief, the same are hereby denied.

3. Answering paragraphs 10 and 12, this Answering Defendant denies each and every allegation contained therein.

4. Answering paragraph 13, this Answering Defendant admits that the expert declarations of David A. Neer, M.D. and Michael Steven Ritter, M.D. are attached to the complaint.

I.

PLAINTIFF DARIA HARPER ALLEGES FOR A CAUSE OF ACTION FOR MEDICAL MALPRACTICE AGAINST DEFENDANTS AND EACH OF THEM AS FOLLOWS:

5. Defendant repeats and re-alleges his answers to Paragraph 1 through 13, inclusive, as if fully set forth herein.

6. Answering paragraphs 15, 16, 17, 18, 19, 20, 21, and 22 this Answering Defendant denies each and every allegation contained therein.

II.

PLAINTIFF DANIEL WININGER ALLEGES FOR A CAUSE OF ACTION FOR LOSS OF CONSORTIUM AGAINST DEFENDANTS AND EACH OF THEM AS FOLLOWS:

7. Defendant repeats and re-alleges his answers to Paragraph 1 through 22, inclusive, as if fully set forth herein.

///

8. Answering paragraph 24, this answering Defendant is without sufficient knowledge and information to formulate a belief as to the truth of the allegations contained therein and, based upon such lack of information and belief, the same are hereby denied.

9. Answering paragraph 25, this Answering Defendant denies said allegations in said paragraph.

PRAYER FOR RELIEF

This Answering Defendant denies that Plaintiffs are entitled to any of the requested relief as contained within Plaintiffs' Complaint.

GENERAL DENIAL

This Answering Defendant denies each and every allegation contained in Plaintiffs' Complaint that is not specifically admitted to be true.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Defendant alleges that Plaintiffs' Complaint on file herein fails to state claims upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Defendant alleges that the damages, if any, were caused in whole or in part, or were contributed to by reason of the negligence or wrongful conduct of Plaintiffs'.

THIRD AFFIRMATIVE DEFENSE

All risks and dangers involved in the factual situation described in the Complaint were open, obvious, and known to Plaintiffs' and said Plaintiffs' voluntarily assumed said risks and dangers.

FOURTH AFFIRMATIVE DEFENSE

The incident alleged in the Complaint and the resulting damages, if any, to Plaintiffs were proximately caused or contributed to by Plaintiffs' own negligence, and such negligence was greater than the alleged negligence of this Answering Defendant.

FIFTH AFFIRMATIVE DEFENSE

Defendant alleges that the occurrence referred to in the Complaint, and all injuries and damages, if any, resulting therefrom were caused by the acts or omissions of a third party over whom Defendant had no control.

SIXTH AFFIRMATIVE DEFENSE

Defendant has fully performed and discharged all obligations owed to Plaintiffs, including meeting the requisite standard of care to which Plaintiff was entitled.

SEVENTH AFFIRMATIVE DEFENSE

Defendant alleges that at all times mentioned in Plaintiffs' Complaint, Plaintiff was suffering from a medical condition(s) which Defendant did not cause, nor was Defendant responsible for said medical condition(s).

EIGHTH AFFIRMATIVE DEFENSE

If Plaintiffs have sustained any injuries or damages, such were the result of intervening and/or superseding events, factors, occurrences, or conditions, which were in no way caused by Defendant, and for which Defendant is not liable.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs are barred from recovering any special damages herein as a result of the failure to comply with the provisions of N.R.C.P. 9(g).

TENTH AFFIRMATIVE DEFENSE

Defendant alleges that pursuant to Nevada law, they would not be jointly liable and that if liability is imposed, such liability would be several for that portion of Plaintiffs' damages, if any, that represents the percentage attributable to Defendants.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are governed and/or barred pursuant to N.R.S. Chapter 1, N.R.S. Chapter 40, N.R.S. Chapter 41, and N.R.S. Chapter 41A and by the provisions of Question 3 passed by the People of the State of Nevada on November 2, 2004.

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///

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is void ab initio as it does not include an affidavit which meets with requirements of N.R.S. 41A.

THIRTEENTH AFFIRMATIVE DEFENSE

Defendant alleges that Plaintiffs have a duty to mitigate her damages and has failed to do so.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the applicable statutes of limitations and/or repose.

FIFTEENTH AFFIRMATIVE DEFENSE

Defendant alleges that if he is found negligent, and Defendant denies all allegations of negligence, that he is not jointly liable and would be only severally liable for the portion of the claim that represents the percentage of negligence attributable to this Defendant.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' action is barred and/or diminished by the doctrines of waiver, laches, estoppels, and/or unclean hands.

SEVENTEENTH AFFIRMATIVE DEFENSE

All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendants' Answer and, therefore, Defendants reserve the right to amend their Answers to allege additional Affirmative Defenses if subsequent investigation so warrants.

EIGHTEENTH AFFIRMATIVE DEFENSE

Defendant did not violate any statute, ordinance, or regulation referenced in Plaintiffs' Complaint herein.

NINETEENTH AFFIRMATIVE DEFENSE

Defendant alleges it has been necessary for this Defendant to employ the services of an attorney to defend this action and a reasonable sum should be allowed to Defendant for attorney's fees, together with costs of suit incurred herein.

TWENTIETH AFFIRMATIVE DEFENSE

Defendant hereby incorporates by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. In the event further investigation or discovery reveals the applicability of any such defenses, Defendant reserves the right to seek leave of Court to amend their Answer to specifically assert the same. Such defenses are herein incorporated by reference for the specific purpose of not waiving the same.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Plaintiffs have failed to join all necessary parties.

TWENTY-SECOND AFFIRMATIVE DEFENSE

Plaintiffs' non-economic damages, if any, may not exceed $350,000.00 pursuant to NRS 41A.035; Defendants are otherwise entitled to all protections, benefits, and set offs available to Defendants in medical malpractice actions under NRS Chapters 41, 41A and 42.

TWENTY-THIRD AFFIRMATIVE DEFENSE

To the extent Plaintiff has been reimbursed from any source for any special damages claimed to have been sustained as a result of the incidents alleged in Plaintiffs' Complaint, Defendants may elect to offer those amounts into evidence and, if Defendants so elect, Plaintiff's special damages shall be reduced by those amounts pursuant to NRS 42.021.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

To the extent Plaintiffs are entitled to recover any future damages from Defendant, Defendant may satisfy that amount through periodic payments pursuant to NRS 42.021(3).

TWENTY–FIFTH AFFIRMATIVE DEFENSE

The limitation on recovery of non-economic damages under NRS 41A.035 was enacted pursuant to a valid legislative action.

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WHEREFORE, Defendant prays for relief as follows:

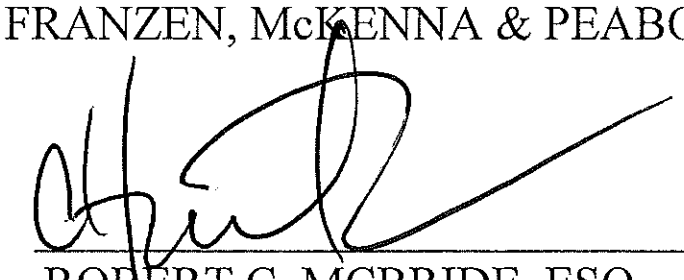
1. That Plaintiffs' take nothing by way of the Complaint on file herein.

2. For reasonable attorney's fees and costs incurred in defending this litigation.

3. For such other and further relief as this Court deems just and proper in the premises.

DATED this 12th day of July, 2016.

CARROLL, KELLY, TROTTER,
FRANZEN, McKENNA & PEABODY



ROBERT C. MCBRIDE, ESQ.
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Nevada Bar No. 10904
8329 W. Sunset Road, Suite 260
Las Vegas, Nevada 89113
Attorneys for Defendant
Jeffrey Davidson, M.D.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 12th day of July, 2016, I served a true and correct copy of the foregoing **DEFENDANT, JEFFREY DAVIDSON, M.D.'S ANSWER TO PLAINTIFFS' COMPLAINT** addressed to the following counsel of record at the following address(es):

☒ ***VIA ELECTRONIC SERVICE: by mandatory electronic service (e-service), proof of e-service attached to any copy filed with the Court; or***

☐ **VIA U.S. MAIL:** By placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, addressed as indicated on the service list below in the United States mail at Las Vegas, Nevada

☐ **VIA FACSIMILE:** By causing a true copy thereof to be telecopied to the number indicated on the service list below.

Thomas S. Alch, Esq.
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Attorney for Plaintiffs

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Neuromonitoring Associates, Inc.

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EXHIBIT 25

EXHIBIT 25

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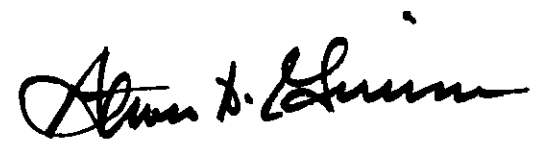

CLERK OF THE COURT

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Attorneys for Defendant,
MURAD JUSSA, M.D.

DISTRICT COURT

CLARK COUNTY, NEVADA

DARIA HARPER, DANIEL WININGER Plaintiffs, vs. VALLEY HOSPITAL MEDICAL CENTER, INC., doing business as VALLEY HOSPITAL MEDICAL CENTER; VALLEY HEALTH SYSTEM, LLC, doing business as VALLEY HOSPITAL MEDICAL CENTER; JEFFREY DAVIDSON, M.D.; CYNDI TRAN, D.O.; PAUL JANDA, D.O.; ELIZABETH PHYNG-HART, D.O.; ANDREA AGCAOILI, D.O.; MURAD JUSSA, M.D., and, DOES 1 through 250, inclusive, Defendants.	CASE NO. A-16-738004-C DEPT. NO. XVII **DEFENDANT MURAD JUSSA, M.D.'S ANSWER TO PLAINTIFFS' COMPLAINT**

COMES NOW Defendant, MURAD JUSSA, M.D. ("the Answering Defendant") by and through his attorneys, DAEHNKE STEVENS, LLP and in answer to Plaintiffs' Complaint on file herein, admits, denies and alleges as follows:

1. Answering Paragraphs 1, 2, 3 and 4 of Plaintiffs' Complaint on file herein, the Answering Defendant is without sufficient knowledge or information to form a belief as to

the truth of the allegations contained in said paragraphs, and on that basis denies each and every allegation contained therein.

2. Answering Paragraph 5 of Plaintiffs' Complaint on file herein, the Answering Defendant admits that Murad Jussa, M.D. is duly licensed in Nevada to practice medicine. As to all remaining allegations contained therein, this Answering Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies each and every allegation contained therein.

3. Answering Paragraphs 6, 7, 8, 9, 10, 11 and 12 of Plaintiffs' Complaint on file herein, the Answering Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraphs, and on that basis denies each and every allegation contained therein.

4. Answering Paragraph 13 of Plaintiffs' Complaint on file herein, the Answering Defendant admits that the Affidavits of David A. Neer, M.D. and Michael Steven Ritter, M.D. are attached to the Complaint. As to all remaining allegations contained therein, this Answering Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies each and every allegation contained therein.

I.

PLAINTIFF DARIA HARPER ALLEGES FOR A CAUSE OF ACTION FOR MEDICAL MALPRACTICE AGAINST DEFENDANTS AND EACH OF THEM AS FOLLOWS:

5. Answering Paragraph 14 of Plaintiffs' Complaint on file herein, the Answering Defendant repeats and realleges each and every response to the allegations in the Complaint and reincorporates those responses by reference, as if the same were fully set forth in detail herein.

6. Answering Paragraph 15 of Plaintiffs' Complaint on file herein, the Answering Defendant is without sufficient knowledge or information to form a belief as to the truth of

the allegations contained in said paragraphs, and on that basis denies each and every allegation contained therein.

7. Answering Paragraphs 16 and 17 of Plaintiffs' Complaint on file herein, the Answering Defendant denies the allegations contained therein.

8. Answering Paragraph 18 of Plaintiffs' Complaint on file herein, the Answering Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraphs, and on that basis denies each and every allegation contained therein.

9. Answering Paragraphs 19, 20, 21 and 22 of Plaintiffs' Complaint on file herein, the Answering Defendant denies the allegations contained therein.

II.

PLAINTIFF DANIEL WININGER ALLEGES FOR A CAUSE OF ACITON FOR LOSS OF CONSORTIUM AGAINST DEFENDANTS AND EACH OF THEM AS FOLLOWS:

10. Answering Paragraph 23 of Plaintiffs' Complaint on file herein, the Answering Defendant repeats and realleges each and every response to the allegations in the Complaint and reincorporates those responses by reference, as if the same were fully set forth in detail herein.

11. Answering Paragraph 24 of Plaintiffs' Complaint on file herein, the Answering Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraphs, and on that basis denies each and every allegation contained therein.

12. Answering Paragraph 25 of Plaintiffs' Complaint on file herein, the Answering Defendant denies the allegations contained therein.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' Complaint fails to state a claim against this Answering Defendant upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The Answering Defendant alleges that in all medical care rendered to Plaintiff, Daria Harper, this Answering Defendant possessed and exercised that degree of skill and learning ordinarily possessed and exercised by members of the medical profession in good standing practicing in similar localities and that at all times the Answering Defendant used reasonable care and diligence in the exercise of this skill and application of this learning, and at all times acted in accordance with his best medical judgment.

THIRD AFFIRMATIVE DEFENSE

The Answering Defendant alleges that any injuries or damages allegedly sustained or suffered by Plaintiff, Daria Harper, at the times and places referred to in the Complaint, were caused, in whole or in part, or were contributed to, by the negligence or fault or want of care of Plaintiff, and that the negligence, fault or want of care on the part of Plaintiff was greater than that, if any, of the Answering Defendant, the existence of which is specifically denied.

FOURTH AFFIRMATIVE DEFENSE

The Answering Defendant alleges that he made, consistent with good medical practice, a full and complete disclosure to Plaintiff, Daria Harper, of all material facts known to him or reasonably believed by him to be true concerning Plaintiff's physical condition and the appropriate alternative procedures available for treatment of such condition. Further, each and every service rendered to Plaintiff by the Answering Defendant was expressly and impliedly consented to and authorized by Plaintiff, on the basis of said full and complete disclosure.

FIFTH AFFIRMATIVE DEFENSE

The Complaint is barred by the applicable statute of limitations.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff, Daria Harper, assumed the risks of the procedures performed.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' damages, if any, were caused by and due to an unavoidable condition or occurrence.

/ / /

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs have failed to mitigate their damages, if any, in spite of a duty to do so.

NINTH AFFIRMATIVE DEFENSE

The injuries and damages, if any, alleged by Plaintiffs were caused by the actions or inactions of third parties over whom the Answering Defendant has no liability, responsibility or control.

TENTH AFFIRMATIVE DEFENSE

The injuries and damages, if any, complained of by Plaintiffs were unforeseeable.

ELEVENTH AFFIRMATIVE DEFENSE

The injuries and damages, if any, complained of by Plaintiffs were caused by forces of nature over which the Answering Defendant had no responsibility, liability or control.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint violates the Statute of Frauds.

THIRTEENTH AFFIRMATIVE DEFENSE

Pursuant to Nevada law, Defendants named in the Complaint cannot be jointly liable and that if liability is imposed, such liability would be several for that portion of Plaintiffs' damages, if any, which represents the percentage attributed to the Answering Defendant.

FOURTEENTH AFFIRMATIVE DEFENSE

The injuries and damages, if any, suffered by Plaintiffs were caused by new, independent, intervening and superseding causes and not by the Answering Defendant's alleged negligence or other actionable conduct, the existence of which is specifically denied.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' damages, if any, are subject to the limitations and protections as set forth in Chapter 41A of the Nevada Revised Statutes including, without limitation, several liability and limits on noneconomic damages.

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SIXTEENTH AFFIRMATIVE DEFENSE

It has been necessary to employ the services of an attorney to defend this action and a reasonable sum should be allowed this Answering Defendant for attorney's fees, together with his costs expended in this action.

SEVENTEENTH AFFIRMATIVE DEFENSE

The injuries and damages, if any, suffered by Plaintiffs can and do occur in the absence of negligence.

EIGHTEENTH AFFIRMATIVE DEFENSE

Should liability be found against the Answering Defendant—which is expressly denied—and damages assessed, the proportionate degree of negligence, fault, and/or legal responsibility of each and every person or entity (whether such other person or entity were served or not served in this matter, and/or other persons or entities not presently parties to this action) must be determined and prorated, and any judgment which may be rendered against the Answering Defendant must be reduced by the degree of negligence, fault and/or other legal responsibility found to exist as to the other parties, persons or entities.

NINETEENTH AFFIRMATIVE DEFENSE

No contractual guarantees or warranties were in existence and there is no privity of contract between Plaintiffs and the Answering Defendant.

TWENTETH AFFIRMATIVE DEFENSE

The Answering Defendant is entitled to assert all available defenses to contract, the existence of which is specifically denied.

TWENTY-FIRST AFFIRMATIVE DEFENSE

This Answering Defendant asserts all defenses available to him in law and equity, including without limitation, and all available defenses pursuant to Nevada Rule of Civil Procedure 12.

TWENTY-SECOND AFFIRMATIVE DEFENSE

Plaintiffs' non-economic damages, if any, may not exceed $350,000 pursuant to NRS 41A.035; the Answering Defendant is otherwise entitled to all protections, benefits, and set offs available to Answering Defendant in medical malpractice actions under Nevada Revised Statute Chapters 41A and 42.

TWENTY-THIRD AFFIRMATIVE DEFENSE

To the extent Plaintiffs have been reimbursed from any source for any special damages claimed to have been sustained as a result of the incidents alleged in Plaintiffs' Complaint, the Answering Defendant may elect to offer those amounts into evidence and, if the Answering Defendant so elects, Plaintiffs' special damages shall be reduced by those amounts pursuant to Nevada Revised Statute 42.021.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

To the extent Plaintiffs are entitled to recover any future damages from the Answering Defendant, the Answering Defendant may satisfy that amount through payments pursuant to Nevada Revised Statute 42.021.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

At all times mentioned herein, the Answering Defendant acted reasonably, in good faith, and within the applicable standard of care with regard to the acts and transactions which are the subject of the Complaint.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

The complained of acts of this Answering Defendant were justified under the circumstances.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

The injuries suffered by Plaintiff, Daria Harper, if any, as set forth in the Complaint, were caused by a pre-existing condition.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

The Answering Defendant is entitled to a conclusive presumption of informed consent pursuant to NRS 41A.110.

TWENTY-NINTH AFFIRMATIVE DEFENSE

The expert affidavits attached to Plaintiffs' Complaint do not comply with NRS 41A.071 in that they fail to demonstrate that the Answering Defendant breached the standard of care in Plaintiffs' case, and fail to demonstrate an alleged causal link between the Answering Defendant's treatment of Plaintiff, Daria Harper, and Plaintiffs' alleged injuries and damages.

/ / /

THIRTEETH AFFIRMATIVE DEFENSE

The expert affidavits attached to Plaintiffs' Complaint do not comply with NRS 41A.071 in that they fail to support the allegations contained in the Complaint.

THIRTY-FIRST AFFIRMATIVE DEFENSE

Plaintiffs' Complaint fails to comply with NRS 41A.100 as Plaintiffs have failed to provide expert medical testimony to demonstrate the alleged deviation from the accepted standard of care in the specific circumstances of this case and to prove causation of the alleged personal injury.

THIRTY-SECOND AFFIRMATIVE DEFENSE

The Answering Defendant has fully performed his duties owed to Plaintiffs and Plaintiffs are, therefore, estopped to assert any claim against him.

THIRTY-THIRD AFFIRMATIVE DEFENSE

Plaintiffs are barred from recovering any special damages herein as a result of the failure to comply with the provisions of NRCP 9(g).

THIRTY-FOURTH AFFIRMATIVE DEFENSE

Plaintiffs approved and ratified the alleged acts of the Answering Defendant for which Plaintiffs now complain.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

Plaintiffs have not suffered any compensable injury as a result of the Answering Defendant's alleged actions and, as a result, are not entitled to an award against them.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

Plaintiffs failed to allege facts in support of any award of pre-judgment or post-judgment interest.

THIRTY-SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' causes of action are duplicative and are, therefore, an improper attempt to seek relief to which Plaintiffs are not entitled as such would constitute a double recovery.

THIRTY-EIGHTH AFFIRMATIVE DEFENSE

Pursuant to Nevada Rule of Civil Procedure 11, all possible affirmative defenses may not have been alleged as sufficient facts were not available, after reasonable inquiry, upon the filing of the Answering Defendant's Answer and therefore the Answering

Defendant reserves the right to amend his Answer to allege additional affirmative defenses if subsequent investigation warrants. Additionally, one or more of these affirmative defenses may have been pled for the purposes of non-waiver.

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I. WHEREFORE, the Answering Defendant prays as follows:

1. That Plaintiff, Daria Harper, take nothing by reason of her Complaint;
2. For all attorney's fees incurred in the defense of Plaintiffs' Complaint against the Answering Defendant;
3. For costs and disbursements incurred herein; and
4. For such other and further relief as the Court may deem just and proper in these premises.

II. WHEREFORE, the Answering Defendant prays as follows:

1. That Plaintiff, Daniel Wininger, take nothing by reason of his Complaint;
2. For all attorney's fees incurred in the defense of Plaintiffs' Complaint against the Answering Defendant;
3. For costs and disbursements incurred herein; and
4. For such other and further relief as the Court may deem just and proper in these premises.

DATED: this 13th day of July, 2016.

DAEHNKE STEVENS LLP

By /s/ Patricia Egan Daehnke

PATRICIA EGAN DAEHNKE
Nevada Bar No. 4976
KATHERINE J. GORDON
Nevada Bar No. 5813
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Tel. (702) 979-2132
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Attorneys for Defendant,
MURAD JUSSA, M.D.

CERTIFICATE OF SERVICE

I hereby certify that on July 13, 2016, a true and correct copy of DEFENDANT MURAD JUSSA, M.D.'S ANSWER TO PLAINTIFFS' COMPLAINT was served by electronically filing with the Clerk of the Court using the Wiznet Electronic Service system and serving all parties with an email-address on record, who have agreed to receive Electronic Service in this action.

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Attorneys for Plaintiffs

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Kenneth M. Webster, Esq.
Tyson J. Dobbs, Esq.
Kirill V. Mikhaylov, Esq.
Hall Prangle & Schoonveld, LLC
1160 N. Town Center Dr., Suite 200
Las Vegas, NV 89144

Attorneys for Defendants,
Valley Hospital Medical Center, Inc. and
Valley Health System, LLC

By /s/ Melissa Gutbrodt
Melissa Gutbrodt, an employee of
DAEHNKE STEVENS LLP

EXHIBIT 26

EXHIBIT 26

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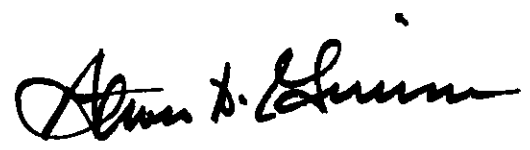

CLERK OF THE COURT

ANS
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Nevada Bar No. 002547
BRIGETTE E. FOLEY, ESQ.
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Attorneys for DEFENDANTS
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Elizabeth Phung-Hart, D.O.
Andrea Agcaoili, D.O.

DISTRICT COURT
CLARK COUNTY, NEVADA

DARIA HARPER, DANIEL WININGER, Plaintiffs, vs. VALLEY HOSPITAL MEDICAL CENTER, INC., doing business as VALLEY HOSPITAL MEDICAL CENTER; VALLEY HEALTH SYSTEM, LLC, doing business as VALLEY HEALTH MEDICAL CENTER; JEFFREY DAVIDSON, M.D.; CYNDI TRAN, D.O.; PAUL JANDA, D.O.; ELIZABETH PHUNG-HART, D.O.; ANDREA AGCAOILI, D.O.; MURAD JUSSA, M.D., and, DOES 1 through 250, inclusive, Defendants.	CASE NO.: A-16-738004-C DEPT. NO.: XVII

CYNDI TRAN, D.O.'S ANSWER TO PLAINTIFFS' COMPLAINT

COMES NOW Defendant CYNDI TRAN, D.O. (hereinafter "Dr. Tran"), by and through her attorneys of record, DAVID J. MORTENSEN, ESQ. and BRIGETTE E. FOLEY, ESQ. of

the law firm of ALVERSON, TAYLOR, MORTENSEN & SANDERS, and hereby answers Plaintiffs' Complaint, as follows:

GENERAL ALLEGATIONS

1. Answering Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 10, 11 and 12 of Plaintiffs' Complaint, and therefore denies the same.

2. In answering paragraph 5 of Plaintiffs' Complaint, Answering Defendant admits she was at all times a physician holding herself out as duly licensed to practice her profession under and by virtue of the laws of the State of Nevada, and was engaged in the practice of that profession in the State of Nevada. The remainder of the allegations contained in this paragraph refer to other Defendants, which Defendant is without sufficient knowledge to form a belief as to the truth of such allegations, and therefore denies the same.

3. Paragraph 13 of Plaintiffs' Complaint calls for a legal conclusion to which no answer or response is necessary, and on that basis, Defendant denies the same.

FIRST CAUSE OF ACTION
(Medical Malpractice)

4. Answering Defendants repeat and reallege their answers to the allegations contained within paragraphs 1 through 13 of Plaintiffs' Complaint as if the same were more fully set forth herein.

5. Answering Defendants deny the allegations contained in paragraphs 15 and 16 of Plaintiffs' Complaint.

6. Paragraphs 17, 19, 20, 21, and 22 of Plaintiffs' Complaint calls for legal conclusions to which no answer or response is necessary, and on that basis, Defendant denies the same.

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7. Answering Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 18 of Plaintiffs' Complaint, and therefore denies the same.

SECOND CAUSE OF ACTION
(Loss of Consortium)

8. Answering Defendants repeat and reallege their answers to the allegations contained within paragraphs 1 through 22 of Plaintiffs' Complaint as if the same were more fully set forth herein.

9. Answering Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 24 of Plaintiffs' Complaint, and therefore denies the same.

10. Paragraph 25 of Plaintiffs' Complaint calls for a legal conclusion to which no answer or response is necessary, and on that basis, Defendant denies the same.

PRAYER FOR RELIEF

Answering Defendant denies that Plaintiffs are entitled to any of the requested relief as contained within their Complaint.

GENERAL DENIAL

Answering Defendant denies each and every allegation contained in Plaintiffs' Complaint that is not specifically admitted to be true.

FIRST AFFIRMATIVE DEFENSE

Defendant alleges that Plaintiffs' Complaint on file herein fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Defendant alleges that Plaintiffs' damages, if any, were caused in whole or in part, or

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were contributed to by reason of the negligence or wrongful conduct of Plaintiffs.

THIRD AFFIRMATIVE DEFENSE

All risks and dangers involved in the factual situation described in the Complaint were open, obvious, and known to Plaintiffs and said Plaintiffs voluntarily assumed said risks and dangers.

FOURTH AFFIRMATIVE DEFENSE

The incident alleged in Plaintiffs' Complaint and the resulting damages, if any, to Plaintiffs were proximately caused or contributed to by Plaintiffs' own negligence, and such negligence was greater than the alleged negligence of Defendant.

FIFTH AFFIRMATIVE DEFENSE

Defendant alleges that the occurrence referred to in the Complaint, and all injuries and damages, if any, resulting there from were caused by the acts or omissions of a third party over whom Defendant had no control.

SIXTH AFFIRMATIVE DEFENSE

Defendant has fully performed and discharged all obligations owed to Plaintiffs, including meeting the requisite standard of care to which Plaintiffs were entitled.

SEVENTH AFFIRMATIVE DEFENSE

Defendant alleges that at all times mentioned in Plaintiffs' Complaint, Plaintiffs were suffering from a medical condition(s) that Defendant did not cause, nor was Defendant responsible for said medical condition(s).

EIGHTH AFFIRMATIVE DEFENSE

If Plaintiffs have sustained any injuries or damages, such were the result of intervening and/or superseding events, factors, occurrences, or conditions, which were in no way caused by Defendant, and for which Defendant is not liable.

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NINTH AFFIRMATIVE DEFENSE

Plaintiffs are barred from recovering any special damages herein as a result of the failure to comply with the provisions of NRCP 9(g).

TENTH AFFIRMATIVE DEFENSE

Defendant alleges that, pursuant to Nevada law, Defendants would not be jointly liable, and that if liability is imposed, such liability would be several for that portion of Plaintiffs' damages, if any, that represents the percentage attributable to Defendants.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are governed and/or barred pursuant to NRS Chapters 1, 40, 41, and 41A, and by the provisions of Question 3 passed by the People of the State of Nevada on November 2, 2004.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs' Amended Complaint is void *ab initio* as it does not include an affidavit which meets with requirements of N.R.S. 41A.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiffs had a duty to mitigate their damages and failed to do so.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the applicable statutes of limitations and/or repose.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' action is barred and/or diminished by the doctrines of waiver, laches, estoppels, and/or unclean hands.

SIXTEENTH AFFIRMATIVE DEFENSE

All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendant's Answer and,

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therefore, Defendant reserves the right to amend the Answer, and to allege additional Affirmative Defenses if subsequent investigation so warrants.

SEVENTEENTH AFFIRMATIVE DEFENSE

Defendant did not violate any statute, ordinance, or regulation referenced in Plaintiffs' Amended Complaint.

EIGHTEENTH AFFIRMATIVE DEFENSE

It been necessary for this Defendant to employ the services of an attorney to defend this action and a reasonable sum should be allowed to Defendant for attorney's fees, together with costs of suit incurred herein.

NINETEENTH AFFIRMATIVE DEFENSE

Defendant hereby incorporates by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. In the event further investigation or discovery reveals the applicability of any such defenses, Defendant reserves the right to seek leave of Court to amend the Answer to specifically assert the same. Such defenses are herein incorporated by reference for the specific purpose of not waiving the same.

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WHEREFORE, Defendant prays for relief as follows:

1. That Plaintiffs take nothing by way of their Complaint on file herein.

2. For reasonable attorney's fees and costs incurred in defending this litigation.

3. For such other and further relief as this Court deems just and proper.

DATED this 14 day of October, 2016.

ALVERSON, TAYLOR,
MORTENSEN & SANDERS

#7350

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 19th day of October, 2016, the foregoing **CYNDI TRAN, D.O.'S ANSWER TO PLAINTIFFS' COMPLAINT** was served on the following by Electronic Service to All parties on the Wiznet Service List, addressed as follows:

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Attorney for Plaintiffs

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Attorney for Jussa Murad, M.D.

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AFFIRMATION
Pursuant to N.R.S. 239B.030

The undersigned does hereby affirm that the preceding **CYNDI TRAN, D.O.'S ANSWER TO PLAINTIFFS' COMPLAINT** filed in District Court Case No. A-16-738004-C

_X_ Does not contain the social security number of any person.

-OR-

___ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

[Insert specific law]

-or-

B. For the administration of a public program or for an application for a federal or state grant.

DATED this 19 day of October, 2016.

ALVERSON, TAYLOR,
MORTENSEN & SANDERS

1330

DAVID J. MORTENSEN, ESQ.
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BRIGETTE E. FOLEY, ESQ.
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Elizabeth Phung-Hart, D.O.
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EXHIBIT 27

EXHIBIT 27

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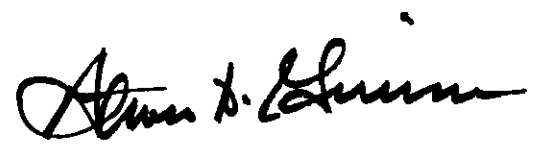

CLERK OF THE COURT

ANS
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Valley Hospital Medical Center

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DISTRICT COURT
CLARK COUNTY, NEVADA

DARIA HARPER, DANIEL WININGER, Plaintiffs, vs. VALLEY HOSPITAL MEDICAL CENTER, INC., doing business as VALLEY HOSPITAL MEDICAL CENTER; VALLEY HEALTH SYSTEM, LLC, doing business as VALLEY HOSPITAL MEDICAL CENTER; JEFFREY DAVIDSON, M.D.; CYNDI TRAN, D.O.; PAUL JANDA, D.O.; ELIZABETH PHUNG-HART, D.O.; ANDREA AGCAOILI, D.O.; MURAD JUSSA, M.D., and, DOES 1 through 250, inclusive, Defendants.	CASE NO. A-16-738004-C DEPT NO. XVII **DEFENDANTS VALLEY HOSPITAL MEDICAL CENTER, INC. AND VALLEY HEALTH SYSTEM, LLC, DOING BUSINESS AS VALLEY HOSPITAL MEDICAL CENTER'S ANSWER TO PLAINTIFFS' COMPLAINT FOR MEDICAL MALPRACTICE**

COMES NOW, Defendants, VALLEY HOSPITAL MEDICAL CENTER, INC., doing business as VALLEY HOSPITAL MEDICAL CENTER, and VALLEY HEALTH SYSTEM, LLC, doing business as VALLEY HOSPITAL MEDICAL CENTER (collectively "Defendants"), by and through their attorneys of record, the law firm of Hall Prangle &

Schoonveld, LLC, and hereby provides its Answer to Plaintiffs' Complaint for Medical Malpractice as follows:

MEDICAL MALPRACTIVE

LOSS OF CONSORTIUM

1. In answering paragraphs 1, 2, 3, 4, 5, 6, 9, 10 and 12 of Plaintiffs' Complaint, these answering Defendants are without sufficient information to form a belief as to the truth of the allegations contained therein and therefore deny the same.

2. In answering paragraph 7 of Plaintiffs' Complaint, these answering Defendants admit that Valley Hospital Medical Center, Inc. is a corporation organized and existing in Nevada, with its principal place of business situated in the State of Nevada. Defendants admit that Valley Health System, LLC, doing business as Valley Hospital Medical Center is a Delaware corporation authorized to do business in the State of Nevada, with its principal place of business situated in the State of Nevada. In answering the remaining allegations of said paragraph, these answering Defendants deny each and every allegation contained therein.

3. In answering paragraph 8 of Plaintiffs' Complaint, these answering Defendants admit that Valley Health System, LLC owned and operated Valley Hospital Medical Center. These answering defendants deny that Valley Hospital Medical Center, Inc. owned and operated Valley Hospital Medical Center. As to the remaining allegations contained therein, these answering Defendants are without sufficient information to form a belief as to the truth of the remaining allegations and therefore deny the same.

4. In answering paragraph 11 of Plaintiffs' Complaint, these answering Defendants admit that Valley Health System, LLC dba Valley Hospital Medical Center was at all times mentioned in the Complaint accredited by the Joint Commission. As to the remaining allegations contained therein, these answering Defendants are without sufficient information to form a belief as to the truth of the remaining allegations and therefore deny the same.

5. In answering paragraph 13 of Plaintiffs' Complaint, these answering Defendants admit that declarations are attached to the Complaint. In answering the remaining allegations of

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said paragraph, these answering Defendants are without sufficient information to form a belief as to the truth of the remaining allegations and therefore deny the same.

I.

PLAINTIFF DARIA HARPER ALLEGES FOR A CAUSE OF ACTION FOR MEDICAL MALPRACTICE AGAINST DEFENDANTS AND EACH OF THEM AS FOLLOWS:

6. In answering paragraph 14 of Plaintiffs' Complaint, these answering Defendants hereby incorporate its answers to paragraphs 1 through 13 as though fully set forth herein.

7. In answering paragraphs 15 and 16 of Plaintiffs' Complaint, these answering Defendants are without sufficient information to form a belief as to the truth of the allegations contained therein and therefore deny the same.

8. In answering paragraphs 17, 18, 19, 20, 21 and 22 of Plaintiffs' Complaint, these answering Defendants deny each and every allegation contained therein.

II.

PLAINTIFF DANIEL WININGER ALLEGES FOR A CAUSE OF ACTION FOR LOSS OF CONSORTIUM AGAINST DEFENDANTS AND EACH OF THEM AS FOLLOWS:

9. In answering paragraph 23 of Plaintiffs' Complaint, these answering Defendants hereby incorporate its answers to paragraphs 1 through 22 as though fully set forth herein.

10. In answering paragraph 24 of Plaintiffs' Complaint, these answering Defendants are without sufficient information to form a belief as to the truth of the allegations contained therein and therefore deny the same.

11. In answering paragraphs 25 of Plaintiffs' Complaint, these answering Defendants deny each and every allegation contained therein.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' Complaint on file herein fails to state a claim against these Defendants upon which relief can be granted.

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SECOND AFFIRMATIVE DEFENSE

The injuries, if any, complained of by Plaintiffs in the Complaint were proximately caused by the acts or omissions of unknown third parties or other persons over whom these Defendants exercised no control and over who these Defendants have no right or duty to control, nor ever has had a right or duty to exercise control.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs did not exercise ordinary care, caution or prudence in the conduct of their affairs relating to the allegations of the Complaint herein for damages in order to avoid the injuries or damages of which Plaintiffs complained and said injuries or damages, if any, were directly and proximately contributed to or caused by the fault, carelessness and negligence of the Plaintiffs.

FOURTH AFFIRMATIVE DEFENSE

The risks and consequences, if any, attendant to the recommendations and treatment proposed by these Defendants were fully explained to the Plaintiffs who freely consented to such treatment and thereby assumed risks involved in such matter.

FIFTH AFFIRMATIVE DEFENSE

The damages, if any, alleged by Plaintiffs were not the result of any acts of omission, or commission, or negligence, but were the results of known risks which were consented to by the Plaintiffs, such risks being inherent in the nature of the care rendered and such risks were assumed by the Plaintiffs when they consented to treatment.

SIXTH AFFIRMATIVE DEFENSE

In all medical attention rendered by these Defendants to Plaintiffs, these Defendants possessed and exercised that degree of skill and learning ordinarily possessed and exercised by the members of its profession in good standing, practicing in similar localities, and that at all times these Defendants used reasonable care and diligence in the exercise of its skills and the application of its learning, and at all times acted according to their best judgment; that the medical treatment administered by these Defendants were the usual and customary treatment for the physical condition and symptoms exhibited by Plaintiffs, and that at no time were these

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Defendants guilty of negligence or improper treatment; that, on the contrary, these Defendants did perform each and every act of such treatment in a proper and efficient manner and in a manner most thoroughly approved and followed by the medical profession generally and under the circumstances and conditions as they existed when such medical attention was rendered.

SEVENTH AFFIRMATIVE DEFENSE

The injuries complained of in the Complaint, if any, were not the result of willful, malicious or deliberate conduct on the part of these answering Defendants.

EIGHTH AFFIRMATIVE DEFENSE

That it has been necessary for the Defendants to employ the services of an attorney to defend this action and a reasonable sum should be allowed Defendants for attorneys' fees, together with costs of suit incurred herein.

NINTH AFFIRMATIVE DEFENSE

Each Defendant is liable for only that portion of the Plaintiffs' claims that represents the percentage of negligence, if any, attributed to it.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs have failed to plead any acts or omissions of these answering Defendants sufficient to constitute punitive damages.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs failed to file their Complaint before the running of the applicable statute of limitation, thereby barring their claims for relief.

TWELFTH AFFIMRMATIVE DEFENSE

Plaintiffs' Complaint, and each claim asserted therein and the relief sought, is barred by the statute of frauds.

THIRTEENTH AFFIRMATIVE DEFENSE

Pursuant to N.R.C.P. 11, as amended, all possible Affirmative Defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendants' Answer, and therefore, Defendants reserve the right to amend its Answer to allege additional Affirmative Defenses if subsequent investigation warrants.

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FOURTEENTH AFFIRMATIVE DEFENSE

Defendants hereby incorporate by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. In the event further investigation or discovery reveals the applicability of any such defenses, Defendants reserve the right to seek leave of Court to amend its Answer to specifically assert the same. Such defenses are herein incorporated by reference for the specific purpose of not waiving the same.

FIFTEENTH AFFIRMATIVE DEFENSE

Defendants assert that the Complaint should be dismissed on the basis that Plaintiffs have not complied with NRS 41A.071.

WHEREFORE, Defendants pray for judgment as follows:

1. That Plaintiffs take nothing by virtue of their Complaint;
2. For reasonable attorney's fees and costs of suit incurred herein; and
3. For such other and further relief as the Court deems just and proper.

DATED this 18th day of October, 2016.

HALL PRANGLE & SCHOONVELD, LLC

By: _____

KENNETH M. WEBSTER, ESQ.
Nevada Bar No. 7205
TYSON J. DOBBS, ESQ.
Nevada Bar No. 11953
KIRILL V. MIKHAYLOV, ESQ.
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Valley Hospital Medical Center, Inc.
and Valley Health System, LLC, doing business as
Valley Hospital Medical Center

. . .

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of HALL PRANGLE & SCHOONVELD, LLC; that on the 11 day of October, 2016, I served a true and correct copy of the foregoing **DEFENDANTS VALLEY HOSPITAL MEDICAL CENTER, INC. AND VALLEY HEALTH SYSTEM, LLC, DOING BUSINESS AS VALLEY HOSPITAL MEDICAL CENTER'S ANSWER TO PLAINTIFFS' COMPLAINT FOR MEDICAL MALPRACTICE** via the E-Service Master List for the above referenced matter in the Eighth Judicial District Court e-filing System in accordance with the electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules to the following:

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LAW OFFICES OF THOMAS S. ALCH
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Katherine J. Gordon, Esq.
DAEHNKE STEVENS, LLP
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Attorneys for Defendant
Murad Jussa, M.D.

Robert C. McBride, Esq.
Chelsea R. Hueth, Esq.
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Attorneys for Defendants
Steven B. Harter, M.D.; Woemen's Specialty Care, P.C.; and Wellhealth Quality Care

David J. Mortensen, Esq.
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4834-2340-4090, v. 1

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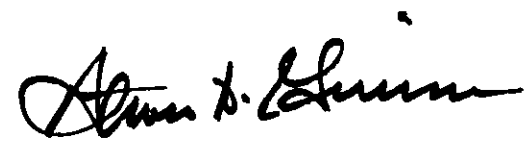

CLERK OF THE COURT

ANS
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Andrea Agcaoili, D.O.

DISTRICT COURT
CLARK COUNTY, NEVADA

DARIA HARPER, DANIEL WININGER, Plaintiffs, vs. VALLEY HOSPITAL MEDICAL CENTER, INC., doing business as VALLEY HOSPITAL MEDICAL CENTER; VALLEY HEALTH SYSTEM, LLC, doing business as VALLEY HEALTH MEDICAL CENTER; JEFFREY DAVIDSON, M.D.; CYNDI TRAN, D.O.; PAUL JANDA, D.O.; ELIZABETH PHUNG-HART, D.O.; ANDREA AGCAOILI, D.O.; MURAD JUSSA, M.D., and, DOES 1 through 250, inclusive, Defendants.	CASE NO.: A-16-738004-C DEPT. NO.: XVII

ANDREA AGCAOILI, D.O.'S ANSWER TO PLAINTIFFS' COMPLAINT

COMES NOW Defendant ANDREA AGCAOILI, D.O. (hereinafter "Dr. Agcaoili"), by and through her attorneys of record, DAVID J. MORTENSEN, ESQ. and BRIGETTE E.

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FOLEY, ESQ. of the law firm of ALVERSON, TAYLOR, MORTENSEN & SANDERS, and hereby answers Plaintiffs' Complaint, as follows:

GENERAL ALLEGATIONS

1. Answering Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 10, 11 and 12 of Plaintiffs' Complaint, and therefore denies the same.

2. In answering paragraph 5 of Plaintiffs' Complaint, Answering Defendant admits she was at all times a physician holding herself out as duly licensed to practice her profession under and by virtue of the laws of the State of Nevada, and was engaged in the practice of that profession in the State of Nevada. The remainder of the allegations contained in this paragraph refer to other Defendants, which Defendant is without sufficient knowledge to form a belief as to the truth of such allegations, and therefore denies the same.

3. Paragraph 13 of Plaintiffs' Complaint calls for a legal conclusion to which no answer or response is necessary, and on that basis, Defendant denies the same.

FIRST CAUSE OF ACTION
(Medical Malpractice)

4. Answering Defendants repeat and reallege their answers to the allegations contained within paragraphs 1 through 13 of Plaintiffs' Complaint as if the same were more fully set forth herein.

5. Answering Defendants deny the allegations contained in paragraphs 15 and 16 of Plaintiffs' Complaint.

6. Paragraphs 17, 19, 20, 21, and 22 of Plaintiffs' Complaint calls for legal conclusions to which no answer or response is necessary, and on that basis, Defendant denies the same.

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7. Answering Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 18 of Plaintiffs' Complaint, and therefore denies the same.

SECOND CAUSE OF ACTION
(Loss of Consortium)

8. Answering Defendants repeat and reallege their answers to the allegations contained within paragraphs 1 through 22 of Plaintiffs' Complaint as if the same were more fully set forth herein.

9. Answering Defendant is without sufficient knowledge to form a belief as to the truth of the allegations contained in paragraph 24 of Plaintiffs' Complaint, and therefore denies the same.

10. Paragraph 25 of Plaintiffs' Complaint calls for a legal conclusion to which no answer or response is necessary, and on that basis, Defendant denies the same.

PRAYER FOR RELIEF

Answering Defendant denies that Plaintiffs are entitled to any of the requested relief as contained within their Complaint.

GENERAL DENIAL

Answering Defendant denies each and every allegation contained in Plaintiffs' Complaint that is not specifically admitted to be true.

FIRST AFFIRMATIVE DEFENSE

Defendant alleges that Plaintiffs' Complaint on file herein fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Defendant alleges that Plaintiffs' damages, if any, were caused in whole or in part, or

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were contributed to by reason of the negligence or wrongful conduct of Plaintiffs.

THIRD AFFIRMATIVE DEFENSE

All risks and dangers involved in the factual situation described in the Complaint were open, obvious, and known to Plaintiffs and said Plaintiffs voluntarily assumed said risks and dangers.

FOURTH AFFIRMATIVE DEFENSE

The incident alleged in Plaintiffs' Complaint and the resulting damages, if any, to Plaintiffs were proximately caused or contributed to by Plaintiffs' own negligence, and such negligence was greater than the alleged negligence of Defendant.

FIFTH AFFIRMATIVE DEFENSE

Defendant alleges that the occurrence referred to in the Complaint, and all injuries and damages, if any, resulting there from were caused by the acts or omissions of a third party over whom Defendant had no control.

SIXTH AFFIRMATIVE DEFENSE

Defendant has fully performed and discharged all obligations owed to Plaintiffs, including meeting the requisite standard of care to which Plaintiffs were entitled.

SEVENTH AFFIRMATIVE DEFENSE

Defendant alleges that at all times mentioned in Plaintiffs' Complaint, Plaintiffs were suffering from a medical condition(s) that Defendant did not cause, nor was Defendant responsible for said medical condition(s).

EIGHTH AFFIRMATIVE DEFENSE

If Plaintiffs have sustained any injuries or damages, such were the result of intervening and/or superseding events, factors, occurrences, or conditions, which were in no way caused by Defendant, and for which Defendant is not liable.

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NINTH AFFIRMATIVE DEFENSE

Plaintiffs are barred from recovering any special damages herein as a result of the failure to comply with the provisions of NRCP 9(g).

TENTH AFFIRMATIVE DEFENSE

Defendant alleges that, pursuant to Nevada law, Defendants would not be jointly liable, and that if liability is imposed, such liability would be several for that portion of Plaintiffs' damages, if any, that represents the percentage attributable to Defendants.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are governed and/or barred pursuant to NRS Chapters 1, 40, 41, and 41A, and by the provisions of Question 3 passed by the People of the State of Nevada on November 2, 2004.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs' Amended Complaint is void *ab initio* as it does not include an affidavit which meets with requirements of N.R.S. 41A.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiffs had a duty to mitigate their damages and failed to do so.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the applicable statutes of limitations and/or repose.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' action is barred and/or diminished by the doctrines of waiver, laches, estoppels, and/or unclean hands.

SIXTEENTH AFFIRMATIVE DEFENSE

All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendant's Answer and,

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therefore, Defendant reserves the right to amend the Answer, and to allege additional Affirmative Defenses if subsequent investigation so warrants.

SEVENTEENTH AFFIRMATIVE DEFENSE

Defendant did not violate any statute, ordinance, or regulation referenced in Plaintiffs' Amended Complaint.

EIGHTEENTH AFFIRMATIVE DEFENSE

It been necessary for this Defendant to employ the services of an attorney to defend this action and a reasonable sum should be allowed to Defendant for attorney's fees, together with costs of suit incurred herein.

NINETEENTH AFFIRMATIVE DEFENSE

Defendant hereby incorporates by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. In the event further investigation or discovery reveals the applicability of any such defenses, Defendant reserves the right to seek leave of Court to amend the Answer to specifically assert the same. Such defenses are herein incorporated by reference for the specific purpose of not waiving the same.

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WHEREFORE, Defendant prays for relief as follows:

1. That Plaintiffs take nothing by way of their Complaint on file herein.

2. For reasonable attorney's fees and costs incurred in defending this litigation.

3. For such other and further relief as this Court deems just and proper.

DATED this 17 day of October, 2016.

ALVERSON, TAYLOR,
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#1335

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 19th day of October, 2016, the foregoing **ANDREA AGCAOILI, D.O.'S ANSWER TO PLAINTIFFS' COMPLAINT** was served on the following by Electronic Service to All parties on the Wiznet Service List, addressed as follows:

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Attorney for Plaintiffs

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Attorney for Jussa Murad, M.D.

Kenneth M. Webster, Esq.
Tyson J. Dobbs, Esq.
Kirill V. Mikhaylov, Esq.
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Attorneys for Defendant Valley Health System, LLC and Valley Hospital Medical Center, Inc.

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Iya Fralott
An Employee of Alverson, Taylor, Mortensen & Sanders

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AFFIRMATION
Pursuant to N.R.S. 239B.030

The undersigned does hereby affirm that the preceding **ANDREA AGCAOILI, D.O.'S ANSWER TO PLAINTIFFS' COMPLAINT** filed in District Court Case No. A-16-738004-C

_X_ Does not contain the social security number of any person.

-OR-

___ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

[Insert specific law]

-or-

B. For the administration of a public program or for an application for a federal or state grant.

DATED this 18 day of October, 2016.

ALVERSON, TAYLOR,
MORTENSEN & SANDERS

#1510 for

DAVID J. MORTENSEN, ESQ.
Nevada Bar No. 002547
BRIGETTE E. FOLEY, ESQ.
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EXHIBIT 29

EXHIBIT 29

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Steven D. Grierson
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OPPS
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Attorneys for Defendants
COPPERPOINT MUTUAL INSURANCE HOLDING COMPANY and
COPPERPOINT GENERAL INSURANCE COMPANY

DISTRICT COURT

CLARK COUNTY NEVADA

DARIA HARPER, an individual; and DANIEL WININGER, an individual, Plaintiffs, vs. COPPERPOINT MUTUAL INSURANCE HOLDING COMPANY, an Arizona corporation; COPPERPOINT GENERAL INSURANCE COMPANY, an Arizona corporation; LAW OFFICES OF MARSHALL SILBERBERG, P.C., a California Corporation; KENNETH MARSHALL SILBERBERG aka MARSHALL SILBERBERG aka K. MARSHALL SILBERBERG, an individual; THOMAS S. ALCH aka THOMAS STEVEN ALCH, an individual; SHOOP, A PROFESSIONAL LAW CORPORATION, a California Corporation; DOES 1-50, inclusive, Defendants.	Case No.: A-20-814541-C Dept. No.: XXX **COPPERPOINT MUTUAL INSURANCE HOLDING COMPANY and COPPERPOINT GENERAL INSURANCE COMPANY'S OPPOSITION TO PLAINTIFFS' APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION** **Hearing date: July 1, 2020** **Hearing time: 9:00 a.m.**

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. . .

Plaintiffs when the Complaint was filed on June 7, 2016. *See* **Exhibit E.** The Complaint was filed against Valley Hospital Medical Center, Inc., Valley Health System, LLC., Jeffrey Davidson, M.D., Cyndi Tran, D.O., Paul Janda, D.O., Elizabeth Phung-Hart, D.O., Andrea Agcaoili, D.O., Murad Jussa, M.D., and Does I through 250. *See* **Exhibit E.** The parties ultimately settled, and Plaintiffs dismissed the lawsuit in July 2018. *See* **Exhibit E.** According to her affidavit dated May 19, 2020, Plaintiff Harper received $ 6,250,000.00 in settlement funds. *See* **Exhibit D.**

On June 22, 2018, prior to settlement of the medical malpractice action CopperPoint sent Plaintiffs' then-attorney Defendant Marshall Silberberg a letter asking for an update on the medical malpractice litigation. *See* **Exhibit C.** Defendant Silberberg denied that CopperPoint was entitled to a lien. *See* **Exhibit C.**

CopperPoint attempted to negotiate a resolution to its lien issue with the Plaintiffs and their counsel. Unable to reach a resolution with the Plaintiffs, on October 30, 2019, CopperPoint mailed a Notice of Claim Status to the Plaintiff. *See* **Exhibit A.**

In the October 30, 2019, Notice of Claim Status, CopperPoint informed Plaintiff Harper that it has a lien against her medical malpractice settlement in the amount of medical, surgical, and hospital benefits paid by CopperPoint. *See* **Exhibit A.** Further, CopperPoint advised Plaintiff Harper that CopperPoint was not required to pay further medical expenses until it has recouped its lien. *See* **Exhibit A.**

Another Notice of Claim Status was sent by CopperPoint to Plaintiff Harper on May 1, 2020. *See* **Exhibit B.** In the Notice of Claim Status dated May 1, 2020, Plaintiff was advised benefits were terminated effective May 2, 2020 until CopperPoint's current lien of $3,171,095.00 is fully exhausted. *See* **Exhibit B.** Matters related to the administration of and the payment of

HMC HOOKS MENG CLEMENT

EXHIBIT C

EXHIBIT C

July 2, 2018

VIA EMAIL AND U.S. MAIL

Pam Fudge
Recovery Specialist
Legal Department
CopperPoint Insurance Companies
3030 N. 3rd Street
Phoenix, AZ 85012-3039
FAX – (602)631-2188

Re: Daria Harper
Claim No.: 14G01532
DOI: 08/11/2014
Employer: Islander RV Resort LLC

Dear Ms. Fudge:

I received your letter dated June 22, 2018, regarding your request for an update and your claim to a lien in this matter. As of this time, Mrs. Harper's case has settled. You were not made aware of the settlement because CopperPoint is not entitled to a lien, as will be explained in more detail below.

As I understand it, CopperPoint claims it is entitled to a lien based upon A.R.S. § 23-1023(D). Mrs. Harper's case was never filed in Arizona, it was filed, litigated, and resolved in Nevada as that is where the injury occurred. Hence, Arizona law has no application or enforceability in Nevada. Therefore, the aforementioned code section does not permit a lien in another state, which is a position supported by the Nevada courts and case law.

As for Nevada law, that State does not permit Workers' Compensation to assert a lien in a medical malpractice case. NRS § 42.021 sets forth "**In an action for injury or death against a provider of health care based upon professional negligence**, if the defendant so elects, the defendant may introduce evidence of any amount payable as a benefit to the plaintiff as a result of the injury or death pursuant to the United States Social Security Act, any state or federal income disability or **worker's compensation** act, any health, sickness or income-disability insurance, accident insurance that provides health benefits or income-disability coverage, and any contract or agreement of any group, organization, partnership or corporation to provide, pay for or reimburse the cost of medical, hospital, dental or other health care services. If the defendant elects to introduce such evidence, the plaintiff may introduce evidence of any amount that the plaintiff has

paid or contributed to secure the plaintiff's right to any insurance benefits concerning which the defendant has introduced evidence."

Section 42.021, goes on to state, specifically in subsection (2), that "a source of collateral benefits introduced pursuant to subsection (1) **may not....(a) Recover any amount against the plaintiff**." (I have attached a copy of this statute for your convenience). Quite clearly, this means that in the State of Nevada, any workers compensation insurance company may not recover any amount against a plaintiff. This also means that any such insurance company may not place a lien on any proceeds of a settlement.

Here, there is no dispute that Mrs. Harper suffered an injury in the State of Nevada as a result of medical malpractice. For this reason, Mrs. Harper's case was filed in Nevada, governed by Nevada law, thereby implicating the statute cited above, along with the protections that preclude CopperPoint having a lien on any proceeds. Nevada law is identical to California law, and Courts in both states do not permits liens, such as the one to which you claim to be entitled.

Moving forward, it is my expectation, and that of my client, that CopperPoint will continue to provide for Mrs. Harper's care. Should CopperPoint at any point in time intentionally, or otherwise, withhold any medical care to which Mrs. Harper is entitled, our office will take immediate legal action.

Please call to discuss the foregoing.

I remain,

Very truly yours,

Marshall Silberberg

EXHIBIT 30

EXHIBIT 30

CopperPoint Insurance Companies

COPPERPOINT INSURANCE COMPANIES ANNOUNCES ACQUISITION OF ALASKA NATIONAL INSURANCE COMPANY

September 17, 2019

Transaction advances company's geographic expansion and product diversification strategy

PHOENIX – CopperPoint Insurance Companies, a western-based regional commercial insurance company, today announced an agreement to acquire Alaska National Corporation and its wholly owned subsidiary Alaska National Insurance Company (ANIC), an Alaska domiciled workers' compensation and commercial insurance carrier. As of mid-year, Alaska National Insurance Company has a statutory surplus of approximately $550 million. In 2018, the company had gross written premium of $250 million and the combined companies will represent approximately $650 million in premium and an asset base of nearly $4.8 billion.

"It's an exciting time in our nearly 95-year history as we look forward to welcoming Alaska National and their 250 employees into the CopperPoint Family of Insurance Companies," said Marc Schmittlein, President and CEO of CopperPoint Insurance Companies. "We have been on a journey of transformation as we continue our geographic and product diversification strategy with the vision of becoming the leading regional commercial insurance company for the western United States."

Alaska National brings a proven track record of strong underwriting discipline and exemplary service as evidenced by the company's inclusion in the Property-Casualty Ward's 50® Companies for each of the past nine years. Alaska National is licensed in 26 states, opening opportunities for CopperPoint to continue its diversification strategy. CopperPoint's headquarters will remain in Phoenix, Arizona, while Alaska National will continue operating under its company name and will remain domiciled and home-based in Anchorage, Alaska. The

distribution partners and their policyholder customers.

"For nearly 40 years, our company has focused on building personal relationships and developing customized solutions designed to achieve safer futures and better outcomes for our customers," said Craig Nodtvedt, CEO of Alaska National. "CopperPoint is an ideal strategic partner and strong cultural fit for us. Both of our companies are deeply committed to employee excellence and to delivering best in class service to all of our stakeholders. We especially like that Alaska National will become part of CopperPoint's mutual holding company structure where we can maintain our long-term view of the business allowing us to concentrate first on the needs of our customers."

"Alaska National helps us significantly expand our portfolio of insurance products and geography, enabling us to better meet the evolving needs of our brokers, agents and customers," Marc Schmittlein continued. "They are highly respected in the industry, recognized for their stellar service, exceptional financial performance, and talented employees. We are excited and confident about the future."

CopperPoint privatized from the state of Arizona and converted to a mutual insurance company in 2013. Subsequently, CopperPoint introduced additional commercial insurance products, including commercial package, auto and umbrella in Arizona. In 2017, the company acquired Pacific Compensation Insurance Company, a California domiciled company, expanding into the California market. In 2018, CopperPoint further expanded and began to offer products under the CopperPoint brand in Colorado, Nevada, New Mexico and Utah. Earlier in 2019, CopperPoint adopted a new mutual insurance holding company corporate structure to support the continued growth of the company.

The transaction is expected to close once customary regulatory reviews and approvals are received.

Waller Helms Advisors and Locke Lord LLP served as advisors to CopperPoint Insurance Companies. Macquarie Capital and Debevoise & Plimpton LLP served as advisors to Alaska National Corporation.

About CopperPoint Insurance Companies

Founded in 1925, CopperPoint Insurance Companies, **www.copperpoint.com**, is a leading provider of workers' compensation and commercial insurance solutions. With an expanded line of insurance products and a growing six state footprint in the western United States,

Insurance Companies, California based Pacific Compensation Insurance Company, and other CopperPoint insurance entities. All companies are rated A- (Excellent) by A.M. Best.

About Alaska National Insurance Company

Founded in 1980, Alaska National Insurance Company, **www.alaskanational.com**, is a leading commercial insurance provider in the western United States. Operating in four regions — Alaska, Pacific Northwest, Inland Northwest and California — the company focuses on workers' compensation, commercial property and auto, general liability, inland marine, umbrella, crime and other commercial insurance services. The company is rated A (Excellent) by A.M. Best. In 2019, Alaska National Insurance Company was again named to the **Property-Casualty Ward's 50® Companies** list of top performers, an honor it has earned across nine consecutive years.

CONTACT:
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BACK

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Employee Careers Legal & Privacy

EXHIBIT 31

EXHIBIT 31

Department of Business and Industry

Nevada Division of Insurance

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  - Sitemap
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- Healthcare Reform
- Licensing
- Insurers
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CopperPoint Insurance Company

Address:

3030 N 3rd St
Phoenix, AZ 8-5012

Phone

602-631-2136

URL:

Email:

sbegley@copperpoint.com

NAIC ID:

14216

NEW SEARCH

Company Type	License #	Original Issue Date	Status	Status Date	Domicile State
Property and Casualty Insurer	147558	08/14/2018	Active	08/14/2018	Arizona

Authorized Line	Status	Effective Date	Reinsurer
Workers Compensation - Property and Casualty Insurer	Approved	08/14/2018	No
Casualty	Approved	08/14/2018	No
Property	Approved	08/14/2018	No

Authorized Line	Status	Effective Date	Reinsurer
Surety	Approved	08/14/2018	No

14 Agency Appointments

37 Agent Appointements

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- Licensing
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EXHIBIT 4

EXHIBIT 4

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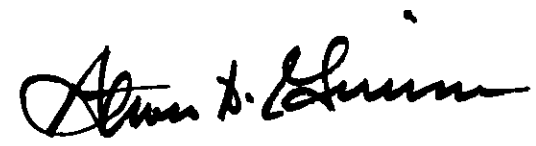

CLERK OF THE COURT

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Attorney for Plaintiffs DARIA HARPER and DANIEL WININGER

DISTRICT COURT

CLARK COUNTY NEVADA

DARIA HARPER, DANIEL WININGER, Plaintiffs, vs. VALLEY HOSPITAL MEDICAL CENTER, INC., doing business as VALLEY HOSPITAL MEDICAL CENTER; VALLEY HEALTH SYSTEM, LLC, doing business as VALLEY HOSPITAL MEDICAL CENTER; JEFFREY DAVIDSON, M.D.; CYNDI TRAN, D.O.; PAUL JANDA, D.O.; ELIZABETH PHUNG-HART, D.O.; ANDREA AGCAOILI, D.O.; MURAD JUSSA, M.D., and, DOES 1 through 250, inclusive, Defendants.	CASE NO. A-16-738004-C DEPARTMENT NO. XVII ARBITRATION EXEMPTION CLAIMED: MEDICAL MALPRACTICE - RULE 3(A)(9)

COMPLAINT FOR MEDICAL MALPRACTICE

MEDICAL MALPRACTICE

LOSS OF CONSORTIUM

Plaintiffs DARIA HARPER and DANIEL WININGER, through Counsel, allege in their Complaint for Medical Malpractice and Loss of Consortium, as follows:

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1. The true names, identities or capacities, whether individual, associate, corporate or otherwise of Defendants DOES 1 through 250, inclusive, are unknown to Plaintiffs who, therefore, sue said Defendants by such fictitious names. When the true names, identities or capacities of such fictitiously-designated Defendants are ascertained, Plaintiffs will ask leave of Court to amend the Complaint to insert said true names, identities and capacities, together with the proper charging allegations.

2. Plaintiffs are informed and believe and thereon allege that each of the Defendants sued herein as a DOE is responsible in some manner for the events and happenings herein referred to, thereby legally causing the injuries and damages to the Plaintiffs as herein alleged.

3. All of the facts, acts, events and circumstances herein mentioned and described occurred in Clark County, State of Nevada, and all Defendants are residents of Clark County, State of Nevada, doing business in said county, State of Nevada.

4. At all times herein mentioned Plaintiffs and each of them, were and currently are residents of Lake Havasu City, state of Arizona.

5. At all times herein mentioned, Defendants JEFFREY DAVIDSON, M.D., CYNDI TRAN, D.O., PAUL JANDA, D.O. ELIZABETH PHUNG-HART, D.O., ANDREA AGCAOILI, D.O., MURAD JUSSA, M.D., and DOES 1 through 50, inclusive, were, and now are, physicians and surgeons, holding themselves out as duly licensed to practice their profession under and by virtue of the laws of the State of Nevada and were, and now are, engaged in the practice of their profession in the State of Nevada.

6. At all times herein mentioned, Defendants DOES 51 through 100, inclusive, were, and now are, registered nurses, licensed vocational nurses, practical nurses, physician assistants, aids, technicians, attendants, students or other paramedical personnel, holding themselves out as duly able to practice their profession under and by virtue of the laws of the State of Nevada and were, and now are, engaged in the practice of their profession in the State of Nevada and acting as agents, employees and servants of some or all of the other Defendants within the course and scope of said agency or employment.

7. At all times herein mentioned, Defendants VALLEY HOSPITAL MEDICAL CENTER, INC., doing business as VALLEY HOSPITAL MEDICAL CENTER, and VALLEY HEALTH SYSTEM, LLC., doing business as VALLEY HOSPITAL MEDICAL CENTER and DOES 101 through 150, and 151-250, and each of them, were corporations, partnerships, joint ventures, or other entities organized and existing under the laws of the State of Nevada and Delaware, with their principal place of business situated in the State of Nevada.

8. Defendants VALLEY HOSPITAL MEDICAL CENTER, INC., doing business as VALLEY HOSPITAL MEDICAL CENTER and VALLEY HEALTH SYSTEM, LLC., doing business as VALLEY HOSPITAL MEDICAL CENTER and DOES 151 through 200, inclusive, were at all times herein mentioned duly organized Nevada corporations or hospitals existing under and by virtue of the laws of the State of Nevada and other States; that said Defendant corporations, hospitals and the remaining Defendants, and each of them, owned, operated, managed and controlled a general hospital facility within Clark County, State of Nevada, held out to the public at large and to the Plaintiffs herein, as properly equipped, fully accredited, competently staffed by qualified and prudent personnel and operating in compliance with the standard of due care maintained in other properly equipped, efficiently operated and administered, accredited hospitals in said community commonly known as VALLEY HOSPITAL MEDICAL CENTER.

9. At all times herein mentioned Defendants DOES 201 through 250 were doing business as a district hospital, a hospital operated by a government entity open to the public, or a medical facility operated by a government entity open to the public rendering medical, surgical, hospital, diagnostic, nursing and other care to the general public for compensation.

10. All of the acts complained of herein by Plaintiffs against said Defendants were done and performed by said Defendants by and through their duly authorized agents, servants and employees, each of whom and all of whom were at all times mentioned herein acting within the course, purpose, and scope of their said agency, service and employment, and whose conduct was ratified by all Defendants, and each of them. Further, each Defendant ratified and affirmed the conduct of each other Defendant. At all times set forth herein, each of

the Defendants were acting as the agents, servants, and employees of the other Defendants.

11. Defendants VALLEY HOSPITAL MEDICAL CENTER, INC., doing business as VALLEY HOSPITAL MEDICAL CENTER and VALLEY HEALTH SYSTEM, LLC., doing business as VALLEY HOSPITAL MEDICAL CENTER and DOES 151 through 250, and each of them, at all times herein mentioned were institutions or controlled institutions, duly accredited by the Joint Commission on Hospital Accreditation, and assumed and held themselves out to the public as in compliance with the minimum standards required by said Joint Commission for such accreditation.

12. Plaintiffs are informed and believe and upon such information and belief allege that at all times herein mentioned, Defendants and other Defendants named fictitiously, were the agents, servants, employees, joint-venturers, and copartners of their said co-Defendants and, as such, were acting within the course and scope of such agency, service, partnership, venture, and employment at all times herein mentioned; that each and every Defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring of each and every other Defendant, as its agent, servant, employee, joint-venturer and partner. Further, each and every Defendant ratified the conduct of the other Defendants.

13. Attached to this complaint are the following expert declarations supporting the allegations of this complaint:

(1) David A. Neer, M.D., Neurology specialist;

(2) Michael Steven Ritter M.D., Emergency Medicine specialist;

I.

PLAINTIFF DARIA HARPER ALLEGES FOR A CAUSE OF ACTION FOR MEDICAL MALPRACTICE AGAINST DEFENDANTS AND EACH OF THEM AS FOLLOWS:

14. Plaintiff DARIA HARPER repeats and repleads each and every allegation contained in all prior paragraphs and incorporates the same herein by reference as to Defendants and each of them.

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15. At all times herein mentioned, the Plaintiff, DARIA HARPER, was in the exclusive control of the Defendants, and each of them, and that at no time prior to the events, conduct, activities, care and treatment herein complained of did the Defendants herein, or any of them, obtain knowledgeable, informed consent for said care, treatment or conduct; that prior to the initiation of or performance of said care, treatment, procedure or conduct no opportunity was afforded the Plaintiff or any authorized agent of the Plaintiff to exercise voluntary, knowledgeable and informed consent to said care, treatment, procedure or conduct.

16. On or about June 9, 2015 Plaintiff employed Defendants, and each of them, to diagnose and treat her medical condition, and to do all things necessary for her care and treatment, including, but not limited to surgery and hospitalization.

17. While Plaintiff DARIA HARPER was under the sole and exclusive care and control of the Defendants, and each of them, Defendants, and each of them negligently, carelessly and unskillfully examined, treated, cared for, diagnosed, operated upon, attended and otherwise handled and controlled the Plaintiff herein, thereby proximately causing injuries and damages to the. Said acts of negligence include, but are not limited to that although the plaintiff was emergently transferred to Valley Hospital Medical Center on June 9, 2015, for an emergency neurosurgical consultation because of weakness and an inability to move, as well as a CT scan that showed a mass compressing her spinal cord, the defendants and each of them negligently delayed the diagnosis and treatment, and surgery was not performed until June 11, 2015. The negligent failure to diagnose and treat Daria Harper's condition caused her permanent paralysis.

18. Defendants VALLEY HOSPITAL MEDICAL CENTER, INC., doing business as VALLEY HOSPITAL MEDICAL CENTER and VALLEY HEALTH SYSTEM, LLC., doing business as VALLEY HOSPITAL MEDICAL CENTER, and DOES 101-250, neglected to adequately select a competent medical staff and to periodically review the competency of its medical staff and failed to adequately monitor its staff such that the Plaintiff was caused to, and did suffer damages.

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19. As a legal result of the negligence of the Defendants, and each of them, the Plaintiff was injured in health, strength and activity, sustaining severe shock, and injury to the body, all of which said injuries have caused and continue to cause Plaintiff great physical, emotional, and nervous pain and suffering, and which said injuries Plaintiff is informed and believes, and thereon alleges, will result in loss of earnings, permanent disability, loss of enjoyment of life, and impairment of earning capacity all to Plaintiff's damage, exceeding $10,000 and the minimum jurisdictional limit of the Court.

20. As a further legal result of the negligence of the Defendants, and each of them, and the resulting injuries to the Plaintiff, said Plaintiff was compelled to, and did, incur expenses for medical and surgical attention, hospitalization, nursing, medication and incidentals for said Plaintiff in an amount unknown to Plaintiff at present.

21. As a further legal result of the negligence of the Defendants, and each of them, and of the resulting injuries, Plaintiff will be obliged to incur expenses for medical care and hospitalization for an indefinite period in the future and to pay for these expenses in the treatment and relief of injuries for medical and surgical attention, hospitalization, nursing, medication, and incidentals for said Plaintiff in an amount unknown to Plaintiff at present.

22. As a further legal result of the negligence of the Defendants, and each of them, Plaintiff will suffer a decreased earning capacity in the future and future earnings to Plaintiff's further damage in a sum unknown at present.

II.

PLAINTIFF DANIEL WININGER ALLEGES FOR A CAUSE OF ACTION FOR LOSS OF CONSORTIUM AGAINST DEFENDANTS AND EACH OF THEM AS FOLLOWS:

23. Plaintiff, Daniel Wininger, alleges and incorporates herein all the allegations contained in paragraphs 1 through 22 of this Complaint.

24. Plaintiffs, Daria Harper and Daniel Wininger, were legally married at the time of defendants' negligence.

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25. As a direct and legal result of the defendants', and each of them, negligence, carelessness, and unskillfulness, plaintiff, Daniel Wininger, has and will continue to be deprived of the consortium of his wife, Daria Harper, all to his general and special damages, including pain, suffering, mental, physical and emotional distress. (Please see Expert Affidavits of Michael Ritter, MD, and David Neer, MD, attached hereto as Exhibit 1 and incorporated fully herein.)

WHEREFORE, Plaintiffs pray for damages against the Defendants, and each of them, as follows:

I. FOR THE CAUSE OF ACTION FOR MEDICAL MALPRACTICE FOR PLAINTIFF DARIA HARPER:

1. General damages, according to proof and exceeding $10,000.
2. Past and future medical expenses, according to proof;
3. For loss of future earnings and earning capacity, according to proof;
4. Costs of suit incurred herein, and
5. For such other and further relief as to the Court appears just and proper.

II. FOR THE CAUSE OF ACTION FOR LOSS OF CONSORTIUM FOR PLAINTIFF DANIEL WININGER

1. General damages, according to proof and exceeding $10,000.
2. Past and future medical expenses, according to proof;
3. For loss of future earnings and earning capacity, according to proof;
4. Costs of suit incurred herein, and
5. For such other and further relief as to the Court appears just and proper.

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DATED: June 7, 2016

LAW OFFICES OF THOMAS S. ALCH

By: _____

Thomas S. Alch, Esq.
Nevada State Bar No. 6876
Law Offices of Thomas S. Alch
500 N. Rainbow Boulevard, Suite 300
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100 N. Crescent Drive, Suite 360
Beverly Hills, California 90210
Telephone: (310) 281-8700
Attorney for Plaintiffs

EXHIBIT “A”

AFFIDAVIT OF DAVID NEER, M.D.

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

DAVID NEER, M.D., being duly sworn, deposes and says:

1. I received my medical degree from the University of Illinois College of Medicine in 1969. In 1973, I graduated from the University of Illinois Graduate School, Department of Pharmacology. I completed an internship in Internal Medicine at the University of Illinois Hospital and Veterans Administration Hospital in 1970. I completed a residency in Neurology at Rush-Presbyterian-St. Luke's Medical Center in 1973. I have been an Assistant Professor and Assistant Clinical Professor of Neurology at both Rush Medical College and UCLA Hospitals and Clinics. I was engaged in the private practice of Neurology for 37 years. I have held staff positions as Lakewood Regional Medical Center, UCLA-Harbor General Medical Center, UCLA Hospitals and Clinics, and Long Beach Memorial Medical Center, in California. At those facilities I also held various administrative positions, such as Chief of Staff, Consulting Staff, and member of the Governing Board.

2. During the time of the care at issue in this case my area of practice was and is substantially similar to the practice being engaged at the time herein. Based upon my education, training experience and review of the materials set forth below, I am familiar with the standard of care expected of reasonably prudent physicians practicing medicine in the state of Nevada during the time relevant to this lawsuit. We are dealing with a national standard of care. As a neurologist I was involved on a daily basis with critically ill patients and patients with emergent neurological conditions, such as spinal epidural abscesses. As such, I am familiar with the standard of care applicable to hospitals, nursing staff, neurologists, hospitalists, and critical care physicians when faced with a patient with an emergent spinal cord condition. Further, I am familiar with the standard of care applicable to all physicians and healthcare providers in the setting of an emergent spinal cord condition, both in Nevada and nationally. Specifically, I am familiar with the standard of care as it applies to Valley Hospital Medical Center with regard to the medical care that the hospitals, their nurses and staff, and the physicians, including, Dr. Cyndi Tran, Dr. Paul Janda, Dr. Andrea Agcaoili, Dr. Elizabeth Phung-Hart and Dr. Murrad Jussa, were required to provide to Daria Harper. Finally, it is

my understanding that the multiple residents who examined Ms. Harper were employees of Valley Hospital, with the attending physicians and hospital both bearing responsibility for their actions and inactions. Finally, as indicated above, the standard of practice in this context is a national standard, and therefore applies to Las Vegas, Nevada as of June 2015.

3. I have reviewed the Havasu Regional Medical Center and Valley Hospital Medical Center records, including diagnostic imaging from those facilities, all pertaining to Daria Harper, who was a patient at Havasu Regional Medical Center and Valley Hospital Medical Center on June 8, 2015 to July 15, 2015. Ms. Harper was admitted to each facility with complaints of inability to move her upper and lower extremities.

4. Ms. Harper arrived at Valley Hospital at approximately 6:00 AM on June 9, 2015. Thereafter, she was examined by an emergency room physician, who noted that she was unable to move, was not responsive, and had been admitted for further neurology and possible neurosurgical evaluation. The emergency room physician also noted the CT scan from Havasu Regional revealed displacement of the thecal sac of Ms. Harper's spine. Given this information, the standard of care required stat neurology and neurosurgical consultations, along with a stat CT scan and/or MRI of the spine. A breach of the standard of care occurred when no such orders were placed.

5. Thereafter, Ms. Harper was evaluated by Dr. Cyndi Tran and Dr. Paul Janda. Both physicians noted that Ms. Harper was unable to move her extremities, with an impaired neurological examination. Further, Dr. Tran and Dr. Janda noted that the CT scan of the spine revealed no acute pathology, fracture, malalignment or soft tissue swelling, which was incorrect and demonstrates that neither physician reviewed the imaging or the report. Based upon this information, the standard of care required that Dr. Tran and Dr. Janda order a stat neurosurgical consultation and a stat MRI of the spine. However, neither physician issued such orders, thereby breaching the standard of care. Further, as stated above, as Dr. Tran was a resident, both Valley Hospital and Dr. Janda are responsible for her breach of the standard of care.

6. At or about 12:15 PM, Ms. Harper was evaluated by Dr. Andrea Agcaoili. At or about that time, Dr. Agcaoili issued an order for a stat CT scan of the thorax. Given Ms. Harper's condition, including the emergent findings of the CT scan from Havasu Regional, her inability to move, low tone, and

lack of motor response, the standard of care required that Dr. Agcaoili review the chart and issue stat orders for a neurosurgical consultation and an MRI of the spine. Dr. Agcaoili's failure to properly assess the patient, review the chart, and ensure that Ms. Harper was receiving treatment, which would have prompted the aforementioned orders, was a breach of the standard of care. As stated above, as Dr. Agcaoili was a resident, both Valley Hospital and Dr. Murrad Jussa are responsible for her breach of the standard of care.

7. At or about 12:15 PM, Ms. Harper was also evaluated by Dr. Elizabeth Phung-Hart. Dr. Phung-Hart issued orders for neurological assessments. However, the records do not reveal that Dr. Phung-Hart examined the patient prior to issuing such orders, nor did she review the chart to ensure that Ms. Harper was receiving proper care. Given Ms. Harper's condition, including the emergent findings of the CT scan from Havasu Regional, her inability to move, low tone, and lack of motor response, the standard of care required that Dr. Phung-Hart review the chart and issue stat orders for a neurosurgical consultation and an MRI of the spine. The failure to do so was a breach of the standard of care. Assuming that Dr. Phung-Hart is a resident, both her attending physician, whose identity is unknown at this time, and Valley Hospital are responsible for her breach of the standard of care.

8. It was not until the following morning at 7:13 AM that Ms. Harper was next evaluated by a physician. At that time, she was examined by Dr. Agcaoili and Dr. Murrad Jussa. Both physicians noted that Ms. Harper was unable to move her arms and legs, with no motor response, and that overnight she had developed a high fever, which is a sign of infection. Dr. Agcaoili and Dr. Jussa also noted, incorrectly, that a CT scan of Ms. Harper's spine revealed no acute pathology, fracture, malalignment or soft tissue swelling. Dr. Agcaoili's and Dr. Jussa's plan noted weakness in the upper and lower extremities secondary to a "CVA vs spinal lesion vs acute inflammatory demyelination polyradiculoneuropathy (AIDP) vs opiate overdose," with a follow up brain MRI of the spine. However, given those findings the standard of care required that both Dr. Agcaoili and Dr. Jussa order a stat neurosurgical consultation and a stat MRI of the spine. The failure to do so was a breach of the standard of care. Further, as stated above, as Dr. Agcaoili was a resident, both Valley Hospital and Dr. Jussa are responsible for her breach of the standard of care

9. Finally, it was not until the evening of June 10, 2015, that Ms. Harper received an MRI of her spine which identified a spinal epidural abscess and prompted notification of neurosurgeon Dr. Gregory Douds. By that time, more than 48 hours had elapsed from the start of Ms. Harper's symptoms. It is my

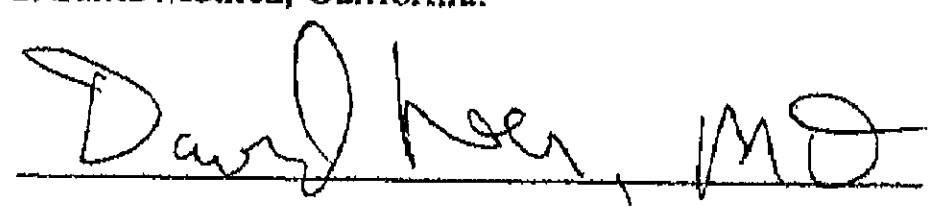
opinion, to a reasonable degree of medical probability, that by the time Ms. Harper's abscess was identified on MRI and Dr. Douds notified, Ms. Harper's spinal cord was irreparably damaged. It is also my opinion, to a reasonable degree of medical probability, had Ms. Harper received earlier medical treatment, compliant with the standard of care, she would not be paralyzed.

10. It is my opinion to a reasonable degree of medical certainty that each of the standard of care violations set forth in this affidavit were substantial factors in causing permanent paralysis and injury to Daria Harper, as well as her husband's loss of consortium.

FURTHER YOUR AFFIANT SAYETH NAUGHT

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

Executed this 3 day of June, 2016, at Santa Monica, California.



DAVID NEER, MD

EXHIBIT “B”

AFFIDAVIT OF MICHAEL STEVEN RITTER, MD, FAAEM, FACEP

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

MICHAEL STEVEN RITTER, MD, FAAEM, FACEP, being duly sworn, deposes and says:

1. I received my medical degree from the University of California, Irvine, in 1991. I completed a residency in Emergency Medicine at the University of California, Irvine, Medical Center in 1994. Since 1996 I have been an Attending Physician in the emergency department at Mission Hospital and Regional Medical Center & Children's Hospital at Mission, in Mission Viejo, California. From 1999 to 2012, I was the Associate Medical Director, Emergency Department, at Mission Hospital and Children's Hospital at Mission. Additionally, since 1998, I have been an Assistant Clinical Professor, Department of Emergency Medicine, at the University of California, Irvine Medical Center. I am currently the Medical Director, Emergency Department, at Mission Hospital and Children's Hospital at Mission. I am Board Certified in Emergency Medicine.

2. During the time of the care at issue in this case and currently my area of practice was and is substantially similar to the practice being engaged at the time herein. Based upon my education, training experience and review of the materials set forth below, I am familiar with the standard of care expected of reasonably prudent physicians practicing medicine in the state of Nevada during the time relevant to this lawsuit. We are dealing with a national standard of care. As medical director of the emergency department I am involved on a daily basis with administrative responsibilities at Mission Hospital, which includes review of hospital and nursing protocols and thus, I am also familiar with the standard of care applicable to hospitals, nursing staff and all other health care providers who provide emergency services in the state of Nevada during the time relearnt to this lawsuit. Specifically, I am familiar with the standard of care as it applies to Valley Hospital Medical Center, their nurses and health care providers, including, but not limited to, Dr. Jeffrey Davidson, with regard to the medical care that the hospitals and their nurses and staff were required to provide to Daria Harper. As indicated, the standard of practice is a national standard therefore applies to Las Vegas, Nevada as of June 2015.

3. I have reviewed the Havasu Regional Medical Center and Valley Hospital Medical Center

records, including diagnostic imaging from those facilities, all pertaining to Daria Harper, who was a patient at Havasu Regional Medical Center and Valley Hospital Medical Center from June 8, 2015 to July 15, 2015. Ms. Harper was admitted to each facility with complaints of inability to move her upper and lower extremities.

4. Ms. Harper presented to Havasu Regional Medical Center on June 8, 2015, with complaints of bilateral lower and upper extremity weakness, with inability to move and low tone. A CT scan performed at 1:44 AM on June 9, 2015, revealed anterior and rightward displacement of the thecal sac, suspicious for either a hematoma or an abscess. Such a finding is an emergent condition. The standard of care in this setting, required that Ms. Harper be transferred on a stat bases to another facility for higher level care.

5. Ms. Harper arrived at Valley Hospital at approximately 6:00 AM on June 9, 2015. Thereafter, she was examined by Dr. Jeffrey Davidson, who noted that she was unable to move, was not responsive, and had been admitted for further neurology and possible neurosurgical evaluation. Dr. Davidson also noted the CT scan from Havasu Regional revealed displacement of the thecal sac of Ms. Harper's spine. Given this information, the standard of care to a reasonable degree of medical certainty required stat neurology and neurosurgical consultations, along with a stat CT scan and/or MRI of the spine. Dr. Davidson breached the standard of care by failing to issue such orders. Plaintiff, Daria Harper, did not exercise any independent choice in the selection of her physicians and other healthcare professionals at the time that she presented with her neurosurgical emergency. Physicians and staff were selected for her and, as such, the physicians and staff were acting as agents for Valley Hospital Medical Center.

6. By that time Ms. Harper underwent surgery to decompress her spine, more than 48 hours had elapsed from the start of Ms. Harper's symptoms. It is my opinion, to a reasonable degree of medical probability, that by the time Ms. Harper's abscess was identified on MRI and Dr. Douds notified, Ms. Harper's spinal cord was irreparably damaged. It is also my opinion, to a reasonable degree of medical probability, had Ms. Harper received earlier medical treatment, compliant with the standard of care, she would not be paralyzed.

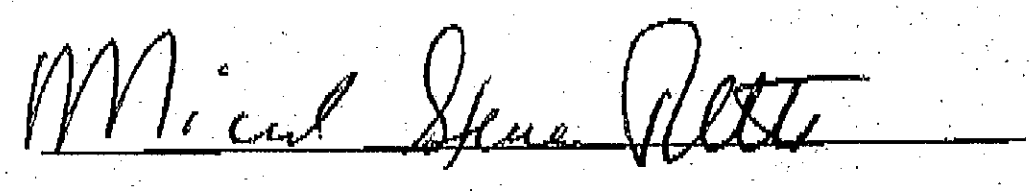
7. It is my opinion to a reasonable degree of medical certainty that each of the standard of care violations set forth in this affidavit were substantial factors in causing permanent paralysis and injury to

Daria Harper, as well as her husband's loss of consortium.

FURTHER YOUR AFFIANT SAYETH NAUGHT

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

Executed this 3rd day of June, 2016, at Orange County, California.



MICHAEL STEVEN RITTER, MD, FAAEM, FACEP

EXHIBIT 5

EXHIBIT 5

Greg Vigna, M.D., JD, CLCP
1303 Mable Avenue
Modesto, CA 95355

LIFE CARE PLAN

DARIA HARPER-WININGER

DOB: June 9, 1970
DOL: June 9, 2015
Date Prepared: February 9, 2018
Primary Disability: SCI - C4 ASIA C Quadriplegia

PROJECTED EVALUATIONS

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Rehabilitation/ Long-term Needs Assessment	Beginning 47 1/2018 _____ Ending 47 1/2018	1 x only – Already Accomplished	Life care planning.	Per Unit $0 _____ Per Year $0	One time already accomplished as of 12/5/17 initial evaluation.	Greg Vigna, MD, JD, CLCP

A Life Care Plan is a dynamic document based upon published standards of practice, comprehensive assessment, data analysis, and research, which provides an organized, concise plan for current and future needs, with associated costs, for individuals who have experienced catastrophic injury or have chronic health care needs. (IALCP – International Academy of Life Care Planners, 2003. Definition established during the 2000 Life Care Planning Summit).

Through the development of a comprehensive Life Care Plan, a clear, concise, and sensible presentation of the complex requirements of the patient are identified as a means of documenting current and future medical needs for individuals who have experienced catastrophic injury or have chronic health care needs.

The goals of a comprehensive Life Care Plan are to: improve and maintain the clinical state of the patient; prevent secondary complications; provide the clinical and physical environment for optimal recovery; provide support for the family; and to provide a disability management program aimed at preventing unnecessary complications and minimizing the long-term care needs of the patient. The main avoidable complications requiring careful monitoring and appropriate preventative and treatment programs are: bladder and renal tract complications; constipation or diarrhea; under nutrition; respiratory infections; stress ulceration; deep vein thrombophlebitis; decubitus ulceration; complications of medications and disruption of family dynamics.

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PROJECTED EVALUATIONS – CONTINUED*

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
* The Veteran's Administration (VA) annual exam for persons with SCI developed its list of 33 preventative procedures from research published by the U.S. Preventive Services Task Force (USPSTF), the Clinical Practice Guidelines published by the Consortium for Spinal Cord Medicine (CSCM), and MEDLINE. These include the following: Medical History and Physical Exam including Sensory and Motor level reflex functions, Skeletal Changes, ADL function changes, Skin Integrity, Cardiovascular assessment, Pulmonary Function; Urinary testing such as: Creatinine clearance, Renal Sonogram, Renal Scan (CT), IVP, Cystoscopy with biopsy, and Urodynamics; General Medical Tests including Chest X-ray, Electrocardiogram for asymptomatic coronary heart disease, CBC and Chemical Profile (including lipids), Urinalysis and Culture/Sensitivity to include acid phosphates/prostatic specific antigen for patients over age 40, Rectosigmoidoscopy (over age 40), or colonoscopy when indicated, Abdominal sonogram; Functional and Other Evaluations to include: Psychosocial Assessment, Vocational Rehabilitation, Sexuality, Rehabilitation evaluation to include changes due to aging, Dietary and Nutritional Assessment.						
Comprehensive Rehabilitation Re-evaluation at Craig Hospital**	Beginning 47 1/2018 _____ Ending 77 2047	1x/yr.	Monitor status; evaluate SCI specific condition, therapy and equipment/ supply needs; provide comprehensive recommendations and/or treatment plans.	Per Unit $12,000 - $15,000 _____ Per Year $12,000 - $15,000	Costs obtained from Craig Hospital	Greg Vigna, MD, JD, CLCP
** The cost for a comprehensive rehabilitation reevaluation at Craig Hospital includes a review of records; nurse practitioner evaluations; urology with cystoscopy and urodynamic studies if performed; physical and occupational therapy evaluations for motor/sensory changes, posture, transfers, activities of daily living and functional tests, equipment evaluations, etc.; psychosocial evaluation and counseling; clinic service facility fees (e.g. neurosurgical, skin, respiratory, etc.); team conferences; and written reports documenting the results and recommendations. Cost does not include physician consultation fees, radiology, laboratory studies or travel or lodging during the reevaluations. According to data collected by the National Spinal Cord Injury Statistical Center (NSCISC) at the University of Alabama in Birmingham, individuals who are involved with a model systems program (established in the 1970's by the National Institute of Rehabilitation and Research) experience great functional ability at discharge. Mattson-Prince, J. (1997). A rational approach to long-term care: comparing the independent living model with agency- based care for persons with high spinal cord injuries. Spinal Cord, 35, 326-331.						

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PROJECTED EVALUATIONS - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Spinal Cord Injury (SCI) Specialist	Beginning 47 1/2018 ——— Ending 77 2047	1x/yr.	Assess status during comprehensive rehabilitation reevaluations at Craig Hospital; provide recommendations.	Per Unit $150 ——— Per Year $150	Costs obtained from Craig Hospital	Greg Vigna, MD, JD, CLCP
Nurse Practitioner Consultation	Beginning 47 1/2018 ——— Ending 77 2047	1x/yr.	Assess status during comprehensive rehabilitation reevaluations at Craig Hospital; provide recommendations.	Per Unit $300 - $400 ——— Per Year $300 - $400	Costs obtained from Craig Hospital	Greg Vigna, MD, JD, CLCP
Nutritional Evaluation*	Beginning 47 1/2018 ——— Ending 77 2047	1x/yr.	Monitor nutritional status and dietary intake to assist with maintaining ideal weight and bowel function; provide recommendations.	Per Unit $272 ——— Per Year $272	Costs obtained from Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP

* The importance of a nutritional diet in the prevention of cardiovascular disease, cancer and other chronic diseases has been well documented in the literature. A number of issues related to SCI including neurogenic bowel management, the functional implications of being overweight, abnormalities of glucose metabolism and cardiovascular disease risk reinforce the importance of this topic. A survey of long-term SCI survivors found that their food intake differed nutritionally from that of the general population as well as from optimal dietary standards. Nutritional assessment and counseling should be routinely incorporated into the clinical follow-up approach to the aging SCI population. Patients should be encouraged to maintain a heart-healthy diet with low saturated fat and cholesterol. Weight control should be promoted and incorporated into nutritional counseling. Exercise and a general increase in physical activity should be encouraged. *Source: Lammertse, Daniel P., MD, Maintaining Health Long-Term with SCI, Topics in SCI Injury Rehabilitation 2001;6(3):1-21, Thomas Land Publishers, Winter 2001.*

PROJECTED EVALUATIONS - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Physical Therapy Evaluation*	Beginning 47 1/2018 _____ Ending 77 2047	1x/yr.	Assess lower extremity status and functioning; monitor and update home exercise program.	Per Unit $171 _____ Per Year $171	Costs obtained from Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
* Many individuals with spinal cord injuries develop illnesses and functional problems before their nondisabled peers and often between the ages of 40 and 50 years. Along with the benefits of living into late life comes some of the consequences of age-associated declines in physical performance. The concerns of declines in function with advancing age ore now shared by persons with SCI, but at an earlier age than anticipated when compared to a non-disabled population. Loss of function, pain, musculoskeletal problems, declining energy, and loss of strength are examples of new challenges people face whether they are aging with or without SCI. Older individuals who sustain an SCI begin to experience functional decline more rapidly following the SCI. *Source: Kemp, B. & Thompson, L. (2002). Aging and spinal cord injury: Medical, functional, and psychosocial changes. SCI Nursing 19 (2), 51-60.*						
Occupational Therapy Evaluation	Beginning 47 1/2018 _____ Ending 77 2047	1x/yr.	Assess upper extremity status, activities of daily living (ADLs) functioning, adaptive equipment and home care needs; monitor and update home exercise program.	Per Unit $165 _____ Per Year $165	Costs obtained from Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP

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LIFE CARE PLAN

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Primary Disability: SCI - C4 ASIA C Quadriplegia

THERAPEUTIC MODALITIES

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Botox Injections 200 units	Beginning 47 1/2018 Ending 77 2047	4x/yr.	Treat spasticity and contractures in left biceps.	Per Unit $6,284 Per Year $25,136	$505/professional fee $379/e-stim guidance $5,400/medication fee $6,284/visit Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Physical Therapy	Beginning 47 1/2018 Ending 77 2047	12x/yr.	Improve and maintain lower extremity strength, function, range of motion and endurance; treat pain flare-ups.	Per Unit $278 Per Year $3,336	$278/average visit Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Physical Therapy codes used for session: Involves 15 minute increments of each code or a combination of codes below: CPT 97110 Therapeutic exercise to develop strength and endurance, range of motion and flexibility: $70/15 minutes; $280/60 minutes CPT 97112 Neuromuscular reeducation: $71/15 minutes; $284/60 minutes CPT 97140 Manual therapy: $68/15 minutes; $272/60 minutes CPT 97530 Dynamic activities to improve functional performance: $69/15 minutes; $276/60 minutes						
Occupational Therapy	Beginning 47 1/2018 Ending 77 2047	12x/yr.	Improve and maintain upper extremity strength, function, range of motion and endurance; treat pain flare-ups.	Per Unit $263 Per Year $3,156	$263/average visit Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Physical Therapy codes used for session: Involves 15 minute increments of each code or a combination of codes below: CPT 97110 Therapeutic exercise to develop strength and endurance, range of motion and flexibility: $70/15 minutes; $280/60 minutes CPT 97530 Dynamic activities to improve functional performance: $69/15 minutes; $276/60 minutes CPT 97535 Self-care/home management training: $58/15 minutes; $232/60 minutes						

Growth Trend to Be Determined by Economist.

THERAPEUTIC MODALITIES - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Respiratory Therapy	Beginning 47 1/2018 Ending 77 2047	1x/wk. (52 wks./yr.)	Improve and maintain cardiopulmonary system; treat breathing problems.	Per Unit $157 Per Year $8,164	Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Lymphedema Management	Beginning 47 1/2018 Ending 77 2047	3x/wk. for 4 wks. per year (12x/year)	Manage bilateral lower extremity edema.	Per Unit $272 Per Year $3,264	Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Neuromuscular Massage	Beginning 47 1/2018 Ending 77 2047	2x/mo.	Treat/relieve chronic neck and upper extremity pain.	Per Unit $80 - $120 Per Year $1,920 - $2,880		Greg Vigna, MD, JD, CLCP

THERAPEUTIC MODALITIES - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Psychological Counseling*	Beginning 47 1/2018 Ending 77 2047	3x/wk. for 12 wks. (36 sessions); then 1x/mo. to life expectancy	Aid in psychosocial adjustment and adaptation to disability; improve and maintain coping skills.	Per Unit $198 Per Year	$7,128/12 wks.; then $2,376/year Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
* No characteristic pattern of adjustment exists for those with a SCI. Many of those with SCI are able to respond constructively to the enormous stressor with which they are faced. Group and Individual psychological treatment, including a cognitive behavioral approach, may be conducive to positive adjustment. Significant depression occasionally occurs and may require pharmacologic intervention. Persons with SCI have an increased risk of death from suicide, particularly in the years immediately following injury. After 10 years, the rate of suicide approaches that of the general population. *Source: Saulino, M., M.D., Ph.D., Vaccaro, A., M.D. Rehabilitation of Persons with Spinal Cord Injuries. E-Medicine: Common Medical Problems; Functional Rehabilitation; Life in the Community, 12/8/03.*						
Sexual Therapy	Beginning 47 1/2018 Ending 57 2027	20x/total in next 10 yrs.	Provide sex counseling and support in dealing with effects of SCI.	Per Unit $199 Per Year $3,980	Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Family Counseling and Education	Beginning 47 1/2018 Ending 77 2047	1x/wk. for 12 wks. in next yr.; then 12x/yr. to life expectancy; plus 12 visits for sons (in 5 yrs.)	Aid family in psychosocial adjustment and adaptation to disability; improve coping skills of the family.	Per Unit $199 Per Year	$2,388/next year; then $2,388/year; plus $2,388/12 visits for sons Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Educate family on issues dealing with spinal cord injury and disability management. *Source: Topics in Spinal Cord Injury Rehabilitation/Fall 1997, M.J. Mulcahey and Randal R. Betz.*						

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LIFE CARE PLAN

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MEDICAL CARE

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Primary Care Physician	Beginning 47 1/2018 Ending 77 2047	2x/yr.	Monitor status; treat conditions related to spinal cord injury (SCI); medication management; make referrals to specialists as needed.	Per Unit $154 - $226 Per Year $308 - $452	Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
* The Veteran's Administration (VA) annual exam for persons with SCI developed its list of 33 preventative procedures from research published by the U.S. Preventative Services Task Force (USPSTF), the Clinical Practice Guidelines published by the Consortium for Spinal Cord Medicine (CSCM), and MEDLINE. These include General Medical Evaluations.						
Physical Medicine and Rehabilitation (PMR) Specialist*	Beginning 47 1/2018 Ending 77 2047	4x/yr.	Monitor medical status; treat conditions related to SCI; supervise therapy needs.	Per Unit $154 - $226 Per Year $616 - $904	Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
* The Veteran's Administration (VA) annual exam for persons with SCI developed its list of 33 preventative procedures from research published by the U.S. Preventative Services Task Force (USPSTF), the Clinical Practice Guidelines published by the Consortium for Spinal Cord Medicine (CSCM), and MEDLINE. These include the following: **Medical History and Physical Exam** including Sensory and Motor level reflex functions, Skeletal Changes, ADL function changes, skin Integrity, Cardiovascular assessment, Pulmonary Function; **Functional and Other Evaluations** to include: Rehabilitation evaluation to include changes due to aging.						
Neurologist	Beginning 47 1/2018 Ending 77 2047	1x/yr.	Monitor neurological status; treat problems related to SCI.	Per Unit $154 - $226 Per Year $154 - $226	Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP

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MEDICAL CARE

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Neurosurgeon	Beginning 47 1/2018 Ending 77 2047	1x/yr.	Monitor neurosurgical status; treat problems related to SCI.	Per Unit $730 Per Year $730	Cost obtained for Dr. Falci from Craig Hospital	Greg Vigna, MD, JD, CLCP
Pulmonologist	Beginning 47 1/2018 Ending 77 2047	3x/yr.	Monitor pulmonology status; treat problems related to medical condition.	Per Unit $154 - $226 Per Year $462 - $678	Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Pain Management Specialist	Beginning 47 1/2018 Ending 77 2047	4x/yr.	Monitor status; complete Botox injections; pain medication management.	Per Unit $154 - $226 Per Year $616 - $904	Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Colorectal Surgeon	Beginning 47 1/2018 Ending 77 2047	1x/yr.	Monitor colorectal problems and fissures; treat problems related to medical condition.	Per Unit $154 - $226 Per Year $154 - $226	Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP

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MEDICAL CARE

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Neuro-urologist	Beginning 47 1/2018 Ending 77 2047	4x/yr.	Monitor urological status and suprapubic catheter; treat problems related to SCI and neurogenic bladder.	Per Unit $154 - $226 Per Year $616 - $904	Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Podiatrist*	Beginning 47 1/2018 Ending 77 2047	4x/yr.	Monitor foot health; trim toenails.	Per Unit $150 - $175 Per Year	$200-$280/initial visit; then $150-$175/visit $650-$805/1st year; then $600-$700/year	Greg Vigna, MD, JD, CLCP

* Foot conditions considered to be trivial can become life threatening in some patients with SCI. Neurological events associated with an ingrown toenail, for example, can threaten life and become the causative factor in inducing a hypertensive crisis in patients who experience autonomic dysreflexia (AD). AD is a syndrome unique to patients with SCI at or above the level of T6 once spinal shock has worn off. There is dysfunction of the autonomic nervous system, which is caused by simultaneous sympathetic and parasympathetic activity. This neurological disorder produces an immediate increase in blood pressure in response to noxious stimuli below the level of the lesion, which can lead to a CVA and death during an attack. Onychocryptosis (ingrown toenail) is well documented as a triggering factor in almost all the literature. After the main triggers for AD, ingrown nails were the highest reported uncommon cause. A far greater percentage of the SCI population have ingrown nails as compared to the non SCI population. Other causes of referrals to podiatry for the SCI included overgrown nails, septic toes, localized infection and paronychia (inflammation involving the folds of tissue surrounding the nail). Treatment for AD is a multifactoril approach. Appropriate bowel and bladder programs, together with meticulous skin care are a high priority in management to prevent AD. Appropriate skin and wound care to prevent noxious stimuli should be sought by the patient, and SCI units do encourage the use of podiatrists (Freestone, 1996). SCI patients are encouraged to use a podiatrist and to seek meticulous skin care. Overgrown toenails, infection, hemorrhage as a result of treatment, an unusually high incidence of ingrown toenails and associated problems resulting from the use of local anesthetic, make this patient group one of special concern to the podiatrist. *Sources: * Brad, R.I.P.. Rocco, J.F. (1991): Autonomic Dysreflexia. A survey of current treatment. AMJ Phys Med Rehab. 70 (5) pp. 234-41. * Comar, A.E. (1984): Autonomic Dysreflexia (Hyperreflexia). Paraplegia Society, 7, pp. 53-7. * Freestone, C. (1996): Information regarding Spinal Cord Injured people in the community. Community Liaison Department, London Spinal Injuries Unit. Royal National Orthopedic Hospital, Unpublished. * Lindan, R. Joiner, E. Freehafer, A.A. Hazel, C. (1980): Incidence and clinical features of autonomic dysreflexia in patients with SCI. Paraplegia. 18, pp. 285-92. * McClain, W. A., Shields, C.P. Sixsmith, D.M. Clinical Practice Guideline: Spinal Cord Medicine: Acute Management of Autonomic Dysreflexia: Adults with SCI Presenting to Health-Care Facilities. Consortium for Spinal Cord Medicine. 1997, Paralyzed Veterans of America. Some of the more common causes of Autonomic Dysreflexia (AD) include: Pressure Ulcers, Ingrown Toenail, Blisters, Constrictive clothing, shoes or appliances. Because of the loss of sensation, individuals with SCI can have significant pathology with minimal symptoms. These may include problems such as acute abdominal pathology, long bone fractures and ingrown toenails (Brad and Rocco, 1991).*

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MEDICATIONS*

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Cranberry Extract Gel	Beginning 47 1/2018 Ending 77 2047	1x/day	Prevent urinary tract infections.	Per Unit Per Year $29 - $62	$9.27-$19.99/120 tabs $0.08-$0.17/tab/day $29-$62/year	Greg Vigna, MD, JD, CLCP
Dulcolax Suppository	Beginning 47 1/2018 Ending 77 2047	1x/day	Bowel program.	Per Unit Per Year $358 - $416	$27.39-$31.99/28 tabs $0.98-$1.14/tab/day $358-$416/year	Greg Vigna, MD, JD, CLCP
Movantik 25 mg	Beginning 47 1/2018 Ending 77 2047	1x/day	Bowel program.	Per Unit $402 - $412.53 Per Year $4,891 - $5,019	$402-$412.53/30 days $13.40-$13.75/day $4,891-$5,019/year	Greg Vigna, MD, JD, CLCP
Zofran 4 mg	Beginning 47 1/2018 Ending 77 2047	1 tab q 4 hrs. prn (15 tabs/mo.)	Treat/prevent nausea.	Per Unit $44.99 - $62.99 Per Year $540 - $756	$44.99-$62.99/15 tabs $540-$756/year	Greg Vigna, MD, JD, CLCP
* Costs are based on current consumption. Ms. Harper will be on these or similar classes of medications throughout her lifetime.						

Growth Trend to Be Determined by Economist.

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Modesto, CA 95355

LIFE CARE PLAN

DARIA HARPER-WININGER

DOB: June 9, 1970
DOL: June 9, 2015
Date Prepared: February 9, 2018
Primary Disability: SCI - C4 ASIA C Quadriplegia

MEDICATIONS - CONTINUED*

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Lactulose 10 cc	Beginning 47 1/2018 _____ Ending 77 2047	10x/mo.	Treat constipation.	Per Unit $51 - $57 _____ Per Year $612 - $684	$51-$57/month $612-$684/year	Greg Vigna, MD, JD, CLCP
Miralax 17 gm	Beginning 47 1/2018 _____ Ending 77 2047	1-2x/day	Treat/prevent constipation.	Per Unit $24.49 - $27.99 _____ Per Year $299 - $339	$24.49-$27.99/30 days $0.82-$0.93/day $299-$339/year	Greg Vigna, MD, JD, CLCP
Flovent Inhaler	Beginning 47 1/2018 _____ Ending 77 2047	2 puffs 2x/day 1 inhaler/mo.	Treat respiratory problems.	Per Unit $243 - $275.99 _____ Per Year $2,957 - $3,358	$243-$275.99/30 days $8.10-$9.20/day $2,957-$3,358/year	Greg Vigna, MD, JD, CLCP
Ventolin Inhaler	Beginning 47 1/2018 _____ Ending 77 2047	3 puffs 2x/day 2 inhalers/mo.	Treat respiratory problems.	Per Unit _____ Per Year $1,580 - $1,705	$65-$70/inhaler $130-$140/30 days $4.33-$4.67/day $1,580-$1,705/year	Greg Vigna, MD, JD, CLCP
* Costs are based on current consumption. Ms. Harper will be on these or similar classes of medications throughout her lifetime.						

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MEDICATIONS - CONTINUED*

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Albuterol 2.5 in 3 cc NS	Beginning 47 1/2018 _____ Ending 77 2047	2-3x/day	Treat respiratory problems; use with nebulizer.	Per Unit $45 - $54 _____ Per Year $548 - $657	$45-$54/60 ct. $0.75-$0.90/each $1.50-$2.70/day $548-$986/year	Greg Vigna, MD, JD, CLCP
Acetylcysteine (Mucomyst) 20% Vial	Beginning 47 1/2018 _____ Ending 77 2047	2 ml 4x/day prn (1 box/2 mos. (25 vials/box)	Treat respiratory problems; use with nebulizer; relieve mucus congestion.	Per Unit $18.00 - $19.99 _____ Per Year $108 - $120	$18.00-$19.99/box	Greg Vigna, MD, JD, CLCP Edgar Livingstone, M.D.
OxyContin 15 mg	Beginning 47 1/2018 _____ Ending 77 2047	2x/day	Treat pain.	Per Unit $160 - $162 _____ Per Year $1,945 - $1,971	$160-$162/30 days $5.33-$5.40/day $1,945-$1,971/year	Greg Vigna, MD, JD, CLCP
OxyContin 10 mg	Beginning 47 1/2018 _____ Ending 77 2047	1 tab 4x/day	Treat pain.	Per Unit $228 -$230 _____ Per Year $2,774 - $2,800	$228-$230/30 days $7.60-$7.67/day $2,774-$2,800/year	Greg Vigna, MD, JD, CLCP

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MEDICATIONS – CONTINUED*

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Neurontin 600 mg	Beginning 47 1/2018 _____ Ending 77 2047	1.5 tabs 3x/day	Treat neuropathic pain.	Per Unit $200 - $240 _____ Per Year $2,435 - $2,920	$200-$240/30 days $6.67-$8.00/day $2,435-$2,920/year	Greg Vigna, MD, JD, CLCP
Sumatriptan 6 mg/0.5 ml Auto Injector	Beginning 47 1/2018 _____ Ending 77 2047	Daily 1 kit/mo. (2 pens/kit)	Prevent migraine headaches.	Per Unit $174.67 - $202 _____ Per Year $2,124 - $2,456	$174.67-$202/30 days $5.82-$6.73/day $2,124-$2,456/year	Greg Vigna, MD, JD, CLCP
Voltaren Gel 1% 100 gm	Beginning 47 1/2018 _____ Ending 77 2047	Daily 1 tube/mo.	Treat pain.	Per Unit $47 - $59 _____ Per Year $573-$719	$47-$59/30 days $1.57-$1.97/day $573-$719/year	Greg Vigna, MD, JD, CLCP
Ativan 2 mg	Beginning 47 1/2018 _____ Ending 77 2047	1 tab 4x/day	Treat anxiety.	Per Unit $111 - $115 _____ Per Year $1,351 - $1,398	$111-$115/30 days $3.70-$3.83/day $1,351-$1,398/year	Greg Vigna, MD, JD, CLCP
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MEDICATIONS – CONTINUED*

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Elavil 25 mg	Beginning 47 1/2018 _____ Ending 77 2047	1 tab 2x/day	Treat depression.	Per Unit $40 - $42 _____ Per Year $485 - $511	$40-$42/30 days $1.33-$1.40/day $485-$511/year	Greg Vigna, MD, JD, CLCP
Baclofen 10 mg	Beginning 47 1/2018 _____ Ending 77 2047	3x/day	Treat spasticity.	Per Unit $62 - $67 _____ Per Year $756 - $814	$62-$67/30 days $2.07-$2.23/day $756-$814/year	Greg Vigna, MD, JD, CLCP
Lasix 20 mg	Beginning 47 1/2018 _____ Ending 77 2047	2x/day	Treat fluid retention and edema.	Per Unit $12 - $14 _____ Per Year $146 - $172	$12-$14/30 days $0.40-$0.47/day $146-$172/year	Greg Vigna, MD, JD, CLCP
Midodrine 5 mg	Beginning 47 1/2018 _____ Ending 77 2047	1 tab q 4 hrs. prn (15 tabs/mo.)	Treat low blood pressure.	Per Unit $38 - $41 _____ Per Year $464 - $500	$38-$41/30 days $1.27-$1.37/day $464-$500/year	Greg Vigna, MD, JD, CLCP

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Growth Trend to Be Determined by Economist.

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LIFE CARE PLAN

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MEDICATIONS – CONTINUED*

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Prenatal Multivitamin	Beginning 47 1/2018 Ending 77 2047	1x/day	Nutritional supplementation.	Per Unit Per Year $88 - $212	$14.49-$34.79/60 tabs $0.24-$0.58/tab/day $88-$212/year	Greg Vigna, MD, JD, CLCP
Fluconazole 150 mg	Beginning 47 1/2018 Ending 77 2047	1 tab for 3 days @ 3-4x/yr.	Treat yeast infections related to medications.	Per Unit Per Year $150 - $208	$50.00-$52.00/3 tabs	Greg Vigna, MD, JD, CLCP
Benadryl 8 oz	Beginning 47 1/2018 Ending 77 2047	3x/wk. 1 bottle/mo.	Treat itching related to medications.	Per Unit $7.89 - $11.49 Per Year $95 - $138		Greg Vigna, MD, JD, CLCP
Refresh Eyedrops	Beginning 47 1/2018 Ending 77 2047	Daily 1 bottle/2 wks.	Treat dry eyes.	Per Unit $10.40 - $16.91 Per Year $270 - $440		Greg Vigna, MD, JD, CLCP

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Growth Trend to Be Determined by Economist.

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LIFE CARE PLAN

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MEDICATIONS – CONTINUED*

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
B6 Vitamin	Beginning 47 1/2018 Ending 77 2047	1x/day	Nutritional supplementation.	Per Unit Per Year $15 - $44	$0.04-$0.12/tab/day	Greg Vigna, MD, JD, CLCP
Iron 325 mg	Beginning 47 1/2018 Ending 77 2047	1x/day	Nutritional supplementation.	Per Unit Per Year $11 - $37	$0.03-$0.10/tab/day	Greg Vigna, MD, JD, CLCP
Magnesium Oxide 400 mg	Beginning 47 1/2018 Ending 77 2047	1x/day	Nutritional supplementation.	Per Unit Per Year $55 - $84	$9.00-$14.00/60 tabs $0.15-$0.23/tab/day $55-$84/year	Greg Vigna, MD, JD, CLCP
Vitamin D3 2000 iu	Beginning 47 1/2018 Ending 77 2047	1x/day	Nutritional supplementation.	Per Unit Per Year $18 - $47	$0.05-$0.13/tab/day	Greg Vigna, MD, JD, CLCP

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MEDICATIONS - CONTINUED*

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Vitamin C 500 mg	Beginning 47 1/2018 Ending 77 2047	1 tab/day	Nutritional supplementation.	Per Unit Per Year $18 - $47	$0.05-$0.13/tab/day	Greg Vigna, MD, JD, CLCP
Hemorrhoid Cream 1.8 oz	Beginning 47 1/2018 Ending 77 2047	1x/day 1 tube/mo.	Treat hemorrhoids.	Per Unit $13.29 - $14.99 Per Year $159 - $180		Greg Vigna, MD, JD, CLCP
Bactrim DS	Beginning 47 1/2018 Ending 77 2047	2x/day for 7 days every 2 yrs.	Treat urinary tract infections (UTIs).	Per Unit Per Year $6 - $7	$12-$14/14 tabs	Greg Vigna, MD, JD, CLCP
Levaquin 250 mg	Beginning 48 1/2019 Ending 77 2047	1x/day for 7 days every 2 yrs.	Treat UTIs.	Per Unit Per Year $7 - $18	$14-$35/7 tabs	Greg Vigna, MD, JD, CLCP

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Growth Trend to Be Determined by Economist.

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MEDICATIONS - CONTINUED*

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Influenza Vaccine	Beginning 47 1/2018 _____ Ending 77 2047	1x/yr.	Prevent influenza.	Per Unit $32 - $45 _____ Per Year $32 - $45		Greg Vigna, MD, JD, CLCP
Pneumococcal Vaccine	Beginning 47 1/2018 _____ Ending 77 2047	1x/5 yrs.	Prevent pneumococcal disease.	Per Unit $110 - $120 _____ Per Year $22 - $24		Greg Vigna, MD, JD, CLCP

Growth Trend to Be Determined by Economist.

LABORATORY

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Complete Blood Count (CBC)	Beginning 47 1/2018 _____ Ending 77 2047	1x/yr.	Monitor physiological status and effects of medications.	Per Unit $64 _____ Per Year $64	$43/lab fee $21/draw fee $64/each Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Comprehensive Metabolic Panel (CMP)	Beginning 47 1/2018 _____ Ending 77 2047	1x/yr.	Monitor physiological status and effects of medications.	Per Unit $96 _____ Per Year $96	$75/lab fee $21/draw fee $96/each Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Urinalysis with Culture and Sensitivity	Beginning 47 1/2018 _____ Ending 77 2047	1x/yr.	Diagnose urinary tract infections (UTIs) and determine treatment.	Per Unit $60 _____ Per Year $60	Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Drug Testing	Beginning 47 1/2018 _____ Ending 77 2047	4x/yr.	Monitor pain medication compliance.	Per Unit $149 _____ Per Year $596	$128/lab fee $21/draw fee $149/each Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP

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LIFE CARE PLAN

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DIAGNOSTIC STUDIES

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Cystoscopy*	Beginning 47 1/2018 Ending 77 2047	1x/yr.		Per Unit $0 Per Year		Greg Vigna, MD, JD, CLCP
Urodynamic Studies*	Beginning 47 1/2018 Ending 77 2047	1x/yr.	Monitor urinary tract function and optimize bladder management.	Per Unit $0 Per Year		Greg Vigna, MD, JD, CLCP
* The cost for cystoscopies and urodynamic studies are included in the cost for the Comprehensive Rehabilitation Reevaluations at Craig Hospital.						
Renal Scan	Beginning 47 1/2018 Ending 77 2047	1x/2 yrs.	Monitor kidney status.	Per Unit $1,138 Per Year $569	$263/professional fee $875/facility fee $1,138/each Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Renal Ultrasound	Beginning 47 1/2018 Ending 77 2047	1x/yr.	Monitor kidney function.	Per Unit $633 Per Year $633	$178/professional fee $455/facility fee $633/each Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP

Growth Trend to Be Determined by Economist.

DIAGNOSTIC STUDIES - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Cervical MRI	Beginning 47 1/2018 _____ Ending 77 2047	1x/yr.	Monitor cervical spine status.	Per Unit $2,203 _____ Per Year $2,203	$363/professional fee $1,840/facility fee $2,203/each Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Chest X-ray	Beginning 47 1/2018 _____ Ending 77 2047	1x/yr.	Monitor pulmonary status.	Per Unit $167 _____ Per Year $167	$49/professional fee $118/facility fee $167/each Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Echocardiogram	Beginning 47 1/2018 _____ Ending 77 2047	1x/5 yrs.	Monitor cardiac function.	Per Unit $1,355 _____ Per Year $271	$320/professional fee $1,035/facility fee $1,355/each Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Pulmonary Function Test (PFT)	Beginning 47 1/2018 _____ Ending 77 2047	1x/yr.	Monitor pulmonary function.	Per Unit $439 _____ Per Year $439	$90/professional fee $349/facility fee $439/each Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP

DIAGNOSTIC STUDIES - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Sleep Study with Titration	Beginning 47 1/2018 _____ Ending 77 2047	1x/yr.	Monitor for sleep apnea.	Per Unit $3,451 _____ Per Year $3,451	$564/professional fee $2,887/facility fee $3,451/each Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP
Venous Doppler	Beginning 47 1/2018 _____ Ending 77 2047	1x/yr.	Monitor for deep vein thrombosis.	Per Unit $810 _____ Per Year $810	$149/professional fee $661/facility fee $810/each Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP

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LIFE CARE PLAN

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DOB: June 9, 1970
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Primary Disability: SCI - C4 ASIA C Quadriplegia

WHEELCHAIR NEEDS

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Permobil F5 Corpus Power Wheelchair*	Beginning 47 1/2018 Ending 77 2047	1x/5 yrs.	Independent mobility.	Per Unit $53,068 Per Year $10,614	*Still researching cost	Greg Vigna, MD, JD, CLCP E. Franklin Livingstone, M.D. – 1/6/17 Rx
* Ms. Harper-Wininger underwent a seating evaluation at NuMotion in Phoenix, AZ on January 12, 2018 in order to update her current wheelchair needs. According to NuMotion/United Seating Mobility Billing Records, the initial cost for her Permobil F5 Corpus Power Wheelchair was $53,068; however, this cost will likely change with her current wheelchair needs. We will update the LCP as soon as additional information has been received.						
Tilite Aero Z Lightweight Manual Wheelchair	Beginning 47 1/2018 Ending 77 2047	1x/5 yrs.	Provide backup mobility assistance.	Per Unit $10,117 Per Year $2,023	NuMotion/United Seating and Mobility Billing Records	Greg Vigna, MD, JD, CLCP E. Franklin Livingstone, M.D. - 1/6/17 Rx
The years following SCI may be associated with an acceleration of the aging process because of the increased demands made on still functioning body systems. *Source: Mentor, R., & Hudson, L. Effects of age at injury and the aging process. Spinal Cord Injury.* Replacement of power and manual wheelchairs - *Source: Marini, Irmo, Ph.D., CRC, CLCP, FVE and Harper, Dana, MS. Empirical Validation of Medical Equipment Replacement Values in Life Care Plans. Journal of Life Care Planning, Vo. 4, No. 4, (173-182).*						

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LIFE CARE PLAN

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DOB: June 9, 1970
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WHEELCHAIR MAINTENANCE AND ACCESSORY NEEDS

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Power Wheelchair Batteries	Beginning 48 1/2019 Ending 77 2047	1 pr./yr.; excluding year of WC replacement	Maintain power wheelchair.	Per Unit $945 Per Year $945	NuMotion/United Seating and Mobility Billing Records	Greg Vigna, MD, JD, CLCP
Power Wheelchair Maintenance	Beginning 48 1/2019 Ending 77 2047	1x/yr.; excluding year of WC replacement	Maintain power wheelchair.	Per Unit Per Year $250 - $500		Greg Vigna, MD, JD, CLCP
Lightweight Manual Wheelchair Maintenance	Beginning 48 1/2019 Ending 77 2047	1x/yr.; excluding year of WC replacement	Maintain manual wheelchair.	Per Unit Per Year $150		Greg Vigna, MD, JD, CLCP
Power and manual wheelchair maintenance costs - *Source: Marini, Irmo, Ph.D., CRC, CLCP, FVE and Harper, Dana, MS. Empirical Validation of Medical Equipment Replacement Values in Life Care Plans. Journal of Life Care Planning, Vo. 4, No. 4, (173-182).*						

Growth Trend to Be Determined by Economist.

WHEELCHAIR MAINTENANCE AND ACCESSORY NEEDS - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Rojo Quadtro Select Wheelchair Cushion (2)	Beginning 47 1/2018 Ending 77 2047	1x/2-3 yrs., excluding year of WC replacement	Provide seating comfort; prevent pressure sores.	Per Unit $458 Per Year $305 - $458	NuMotion/United Seating and Mobility Billing Records $916/2 cushions	Greg Vigna, MD, JD, CLCP E. Franklin Livingstone, M.D. – 1/6/17 Rx
Manual Wheelchair Varilite Icon Back Seating System	Beginning 47 1/2018 Ending 77 2047	1x/2-3 yrs., excluding year of WC replacement	Provide seating comfort; prevent pressure sores.	Per Unit $525 Per Year $175 - $263	NuMotion/United Seating and Mobility Billing Records	Greg Vigna, MD, JD, CLCP E. Franklin Livingstone, M.D. – 1/6/17 Rx
Replacement of wheelchair cushions - *Source: Marini, Irmo, Ph.D., CRC, CLCP, FVE and Harper, Dana, MS. Empirical Validation of Medical Equipment Replacement Values in Life Care Plans. Journal of Life Care Planning, Vo. 4, No. 4, (173-182).*						
Wheelchair Cushion Cover (2)	Beginning 47 1/2018 Ending 77 2047	1x/yr.	Protect wheelchair cushion.	Per Unit $60 - $75 Per Year $120 - $150	NuMotion: $120-$150/2 covers	Greg Vigna, MD, JD, CLCP
Kristen Slide in Base Wheelchair Laptop Tray	Beginning 47 1/2018 Ending 77 2047	1x/5-10 yrs.	Desktop while in power wheelchair.	Per Unit $823 Per Year $82 - $165	NuMotion/United Seating and Mobility Billing Records	Greg Vigna, MD, JD, CLCP

Growth Trend to Be Determined by Economist.

WHEELCHAIR MAINTENANCE AND ACCESSORY NEEDS - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Writing Table with Cushion	Beginning 47 1/2018 Ending 77 2047	1x/5 yrs.	Provide cushion for signing paperwork.	Per Unit $290 - $294 Per Year $58- $59		Greg Vigna, MD, JD, CLCP
Overbed Table	Beginning 47 1/2018 Ending 77 2047	1x/10 yrs.	Work and eating station while in bed.	Per Unit $62 - $149 Per Year $6 - $15		Greg Vigna, MD, JD, CLCP
Folding Ramp/ Suitcase Ramp - 3 ft	Beginning 47 1/2018 Ending 77 2047	1x/10 yrs.	Wheelchair accessibility while visiting or traveling.	Per Unit $93 - $185 Per Year $9 - $19		Greg Vigna, MD, JD, CLCP
Folding Ramp/ Suitcase Ramp - 6 ft	Beginning 47 1/2018 Ending 77 2047	1x/10 yrs.	Wheelchair accessibility while visiting or traveling.	Per Unit $185 - $360 Per Year $19 - $6		Greg Vigna, MD, JD, CLCP

WHEELCHAIR MAINTENANCE AND ACCESSORY NEEDS - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Wheelchair Backpack	Beginning 47 1/2018 Ending 77 2047	1x/1-2 yrs.	Carry personal items.	Per Unit $45 - $97 Per Year $23 - $97		Greg Vigna, MD, JD, CLCP
Long Transfer Board	Beginning 47 1/2018 Ending 77 2047	1x/5 yrs.	Provide transfer safety and ease.	Per Unit $189 - $252 Per Year $38 - $50		Greg Vigna, MD, JD, CLCP
Short Transfer Board	Beginning 47 1/2018 Ending 77 2047	1x/5 yrs.	Provide transfer safety and ease.	Per Unit $36 - $99 Per Year $7 - $20		Greg Vigna, MD, JD, CLCP

Growth Trend to Be Determined by Economist.

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LIFE CARE PLAN

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DURABLE MEDICAL EQUIPMENT

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
RAZ Shower Commode Chair with Custom Seat and Frame	Beginning 47 1/2018 _____ Ending 77 2047	1x/5 yrs.	Provide personal hygiene safety and assistance.	Per Unit $6,063 _____ Per Year $1,213	NuMotion/United Seating and Mobility Billing Records	Greg Vigna, MD, JD, CLCP E. Franklin Livingstone, M.D. – 1/6/17 Rx
Portable Shower Chair System MultiChair 6000Tx Tilt	Beginning 47 1/2018 _____ Ending 77 2047	1x/10 yrs.	Portable/travel shower chair when visiting or traveling.	Per Unit $7,243 _____ Per Year $724	NuMotion/Nuprodx Billing Records	Greg Vigna, MD, JD, CLCP
MultiChair 6000Tx Cushion	Beginning 47 1/2018 _____ Ending 77 2047	1x/5 yrs.	Provide seating comfort during bathing.	Per Unit $209 _____ Per Year $42	NuProdux	Greg Vigna, MD, JD, CLCP
Adjustable Slide Bar/ Shower Head	Beginning 47 1/2018 _____ Ending 77 2047	1x/5-7 yrs.	Provide personal hygiene safety and assistance.	Per Unit $218 _____ Per Year $31 - $44		Greg Vigna, MD, JD, CLCP

Growth Trend to Be Determined by Economist.

DURABLE MEDICAL EQUIPMENT - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Flex-A-Bed Hi-Low Fully Electric Hospital Bed with 2-Pair Side Rails, Wireless Remote and Gel Memory Foam Mattress*	Beginning 47 1/2018 Ending 77 2047	1x/7 yrs.	Provide sleeping comfort, positioning and transfer assistance.	Per Unit $6,610 Per Year $944	NuMotion/United Seating and Mobility Billing Records Includes: Side Rails x 2: $700 Hospital Bed: $3,295 Gel mattress: $2,615	Greg Vigna, MD, JD, CLCP Thomas Balazy, M.D. and Heather Horii, PT, DPT at Craig Hospital – 8/21/15 Rx
Volkner Europa 1 Mattress*	Beginning 47 1/2018 Ending 77 2047	1x/4 yrs.	Provide sleeping comfort, positioning and transfer assistance.	Per Unit $2,935 Per Year $734	NuMotion/United Seating and Mobility Billing Records	Greg Vigna, MD, JD, CLCP Thomas Balazy, M.D. and Heather Horii, PT, DPT at Craig Hospital – 8/21/15 Rx
* Replacement of Hospital Bed and Mattress - *Source: Marini, Irmo, Ph.D., CRC, CLCP, FVE and Harper, Dana, MS. Empirical Validation of Medical Equipment Replacement Values in Life Care Plans. Journal of Life Care Planning, Vo. 4, No. 4, (173-182).*						
Prevalon Turn and Position System	Beginning 47 1/2018 Ending 77 2047	1x/yr.	Provide positioning assistance.	Per Unit $213 - $429 Per Year $213 - $429		Greg Vigna, MD, JD, CLCP Brian J. Beatty, D.O. – 5/16/16 Rx
Prevalon Turning System Microclimate Body Pads	Beginning 47 1/2018 Ending 77 2047	1x/day	Provide sleeping comfort.	Per Unit $9.67 Per Year $3,530		Greg Vigna, MD, JD, CLCP

Growth Trend to Be Determined by Economist.

DURABLE MEDICAL EQUIPMENT - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Electric Bed Maintenance	Beginning 48 1/2019 Ending 77 2047	1x/yr., excluding year of purchase	Maintain hospital bed.	Per Unit Per Year $661- $793	Maintenance on equipment begins one year after each new item is purchased.	Greg Vigna, MD, JD, CLCP
Invacare Reliant 450 Power Lift	Beginning 47 1/2018 Ending 77 2047	1x/10 yrs.	Provide safe and easy transfers.	Per Unit $3,024 Per Year $302	NuMotion/United Seating and Mobility Billing Records	Greg Vigna, MD, JD, CLCP Thomas Balazy, M.D. and Heather Horii, PT, DPT at Craig Hospital – 8/21/15
Joerns Hoyer Advance 340 Power Hoyer Lift	Beginning 47 1/2018 Ending 77 2047	1x/10 yrs.	Provide portable safe and easy transfers while visiting or traveling.	Per Unit $3,464 Per Year $346	NuMotion/United Seating and Mobility Billing Records	Greg Vigna, MD, JD, CLCP Thomas Balazy, M.D. and Heather Horii, PT, DPT at Craig Hospital – 8/21/15
Wheelchair Lift Scale	Beginning 47 1/2018 Ending 77 2047	1x/10 yrs.	Monitor weight.	Per Unit $743 - $842 Per Year $74 - $84		Greg Vigna, MD, JD, CLCP E. Frank Livingstone, M.D.

Growth Trend to Be Determined by Economist.

DURABLE MEDICAL EQUIPMENT - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Lift Slings (4)	Beginning 47 1/2018 _____ Ending 77 2047	1x/4 yrs.	Provide safe and easy transfers for home and portable lift equipment.	Per Unit $281 - $315 _____ Per Year $562 - $630	NuMotion/United Seating and Mobility Billing Records $562-$630/2 slings/lift $2,248-$2,520/4 slings	Greg Vigna, MD, JD, CLCP Thomas Balazy, M.D. and Heather Horii, PT, DPT at Craig Hospital – 8/21/15
Replacement of lifts slings - *Source: Marini, Irmo, Ph.D., CRC, CLCP, FVE and Harper, Dana, MS. Empirical Validation of Medical Equipment Replacement Values in Life Care Plans. Journal of Life Care Planning, Vo. 4, No. 4, (173-182).*						
Adjustable Height Work Table	Beginning 47 1/2018 _____ Ending 77 2047	1x/10 yrs.	Use as a desk and during physical therapy.	Per Unit $3,159 _____ Per Year $316	NuMotion/United Seating and Mobility Billing Records	Greg Vigna, MD, JD, CLCP
Philips Respironics Non-Invasive Ventilator/ Continuous Positive Airway Pressure (CPAP) (2 machines)	Beginning 47 1/2018 _____ Ending 77 2047	Monthly rental	Provide respiratory assistance; improve oxygenation; provide backup ventilator.	Per Unit $1,367.86 _____ Per Year $16,414	Rental cost obtained from Homelink	Greg Vigna, MD, JD, CLCP
Philipps CoughAssist T70	Beginning 47 1/2018 _____ Ending 77 2047	1x/7-10 yrs.	Assist with coughing mucus.	Per Unit $7,300 _____ Per Year $730 - $1,043		Greg Vigna, MD, JD, CLCP

Growth Trend to Be Determined by Economist.

DURABLE MEDICAL EQUIPMENT - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
DeVilbiss Portable Suction Machine	Beginning 47 1/2018 Ending 77 2047	1x/2-3 yrs.	Remove excess secretions.	Per Unit $280 - $448 Per Year $93 - $224		Greg Vigna, MD, JD, CLCP
DeVilbiss Portable Suction Machine Maintenance (Rechargeable Battery)	Beginning 47 1/2018 Ending 77 2047	1x/yr.	Maintain suction machine.	Per Unit $43 Per Year $43		Greg Vigna, MD, JD, CLCP
Oxygen Concentrator	Beginning 47 1/2018 Ending 77 2047	Monthly Rental	Oxygen supplementation.	Per Unit $333.33 Per Year $4,000	Rental cost obtained from Homelink	Greg Vigna, MD, JD, CLCP
Portable Oxygen Concentrator	Beginning 47 1/2018 Ending 77 2047	Monthly Rental	Oxygen supplementation when traveling or visiting.	Per Unit $52.08 Per Year $625	Rental cost obtained from Homelink	Greg Vigna, MD, JD, CLCP

Growth Trend to Be Determined by Economist.

DURABLE MEDICAL EQUIPMENT – CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Portable Oxygen Regulator and Bag	Beginning 57 2027 Ending 77 2047	1x/10 yrs. (1-2x/total)	Use with oxygen concentrator.	Per Unit $110 Per Year	$110-$220/total	Greg Vigna, MD, JD, CLCP
Life Care Solutions Nebulizer	Beginning 47 1/2018 Ending 77 2047	1x/3-5 yrs.	Treat respiratory problems.	Per Unit $60 - $104 Per Year $12- $35		Greg Vigna, MD, JD, CLCP
Replacement of Nebulizer – *Source: Marini, Irmo, Ph.D., CRC, CLCP, FVE and Harper, Dana, MS. Empirical Validation of Medical Equipment Replacement Values in Life Care Plans. Journal of Life Care Planning, Vo. 4, No. 4, (173-182).*						
Sprague Rappaport Stethoscope	Beginning 47 1/2018 Ending 77 2047	1x/5 yrs.	Monitor lung functioning.	Per Unit $10 - $16 Per Year $2 - $3		Greg Vigna, MD, JD, CLCP
Blood Pressure Monitor	Beginning 47 1/2018 Ending 77 2047	1x/5 yrs.	Monitor orthostatic hypertension.	Per Unit $50 - $90 Per Year $10 - $18		National Jewish 11/9/15 Rx

Growth Trend to Be Determined by Economist.

DURABLE MEDICAL EQUIPMENT – CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Pulse Oximeter	Beginning 47 1/2018 Ending 77 2047	1x/5 yrs.	Monitor oxygenation.	Per Unit $102 - $210 Per Year $20 - $42		Greg Vigna, MD, JD, CLCP
Disposable Pulse Oximeter Probe	Beginning 47 1/2018 Ending 77 2047	1x/mon.	Use with pulse oximeter.	Per Unit $44.79 - $107 Per Year $537 - $1,284		Greg Vigna, MD, JD, CLCP
Portable Pulse Oximeter	Beginning 47 1/2018 Ending 77 2047	1x/5 yrs.	Monitor oxygenation when visiting or traveling.	Per Unit $45 - $200 Per Year $9 - $40		Greg Vigna, MD, JD, CLCP
Transcutaneous Electrical Nerve Stimulation (TENS) Unit	Beginning 47 1/2018 Ending 77 2047	1x/3-5 yrs.	Improve abdominal and core strength via electrical stimulation.	Per Unit $400 - $499 Per Year $80 - $166		Greg Vigna, MD, JD, CLCP Tom Balazy, M.D. – 9/10/15 Rx

DURABLE MEDICAL EQUIPMENT – CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Innovo iSoothe Wireless Rechargeable Electronic Pulse Massager (TENS) Electrotherapy Device	Beginning 47 1/2018 _____ Ending 77 2047	1x/3-5 yrs.	Treat/control pain.	Per Unit $32 _____ Per Year $6 - $11		Greg Vigna, MD, JD, CLCP
Jaeco Multilink Mobile Arm Support / Mechanical Arm	Beginning 47 1/2018 _____ Ending 77 2047	1 x only in next 10 yrs.	Assist with ADLs involving left upper extremity.	Per Unit $4,125 _____ Per Year	NuMotion/United Seating and Mobility Billing Records Cost Includes: - 20” Multi Link - w/ elevation assist - Jaeco/Rancho Mount - Forearm Supp w/ swivel - Mount relocator for keyed back posts - shipping	Greg Vigna, MD, JD, CLCP

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LIFE CARE PLAN

DARIA HARPER-WININGER

DOB: June 9, 1970
DOL: June 9, 2015
Date Prepared: February 9, 2018
Primary Disability: SCI - C4 ASIA C Quadriplegia

SUPPLIES

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Bladder Supplies*	Beginning 47 1/2018 Ending 77 2047	Annual	Bladder program care and management.	Per Unit Per Year $2,192 - $2,959	* Cost estimates were obtained from Homelink and various online vendors	Greg Vigna, MD, JD, CLCP

* Bladder supplies and frequencies listed below are based on Ms. Harper-Wininger's current needs and include:

Bardex Foley Catheter (Suprapubic Catheter) for urinary drainage: 2x/month @ $1.21-$5.29/each = $29-$127/year
Rusch Belly Bag - Urine Collection Bag for urine collection: 1 bag/month @ $10.51-$32.99/each = $126-$396/year
Hollister Large Urinary Leg Bag for urine collection: 2 bags/year @ $21.43/each = $43/year
Bard Latex Free Extension Tubing for urinary drainage: 1x/week @ $3.26-$4.09/each = $170-$213/year
McKesson Disposable Urinary Drainage Bag Anti-Reflux Chamber 200 mL for nighttime urinary drainage: 1x/week at $1.73-$1.95/each = $90-$101/year
UroCare Tube Clamp to prevent urine leakage from bag: 4 clamps/year @ $25.29/each = $101/year
Carex Disposable Urinal to drain urine: 4/year @ $15.88/each = $64/year
Bardia Foley Catheter Insertion Tray for suprapubic catheter replacement: 2x/mo. @ $1.95-$6.36/each = $47-$153/year
McKesson Piston Syringe Irrigation Tray to flush catheter with sediment blockage: 2-3 trays/month @ $2.86/each = $69-$103/year
Statlock Catheter Stabilization Device Foley 2-Way securer leg bag/catheter tube: 1x/week @ $9.81/each = $510/year
Bard Dispoz-A-Bag - Leg Bag with Flip-Flo Drainage Valve and Extension Tubing for urinary drainage: 1x/week at $10.51/each = $547/year
Leg Bag Straps to secure urine bag: 1x/month @ $8.21-$25.30/each = $99-$304/year
Kerlix Bandage Roll to clean area around catheter: 1 roll/week @ $3.46/each = $180/year
McKesson Normal Saline 500 mL to flush suprapubic catheter: 2 bottles/month @ $4.86/each = $117/year

SUPPLIES - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Bowel Management Supplies*	Beginning 47 1/2018 Ending 77 2047	Annual	Bowel program care and management.	Per Unit Per Year $3,280 - $3,454	* Cost estimates were obtained from Homelink and various online vendors	Greg Vigna, MD, JD, CLCP

*Bowel management supplies and frequencies listed below are based on Ms. Harper-Wininger's current needs and include:

Barrier Protectant Cream to prevent/treat skin irritation: $7.79-$11.31 @ 1 tube/month = $93-$136/year
Odor Antagonist Spray to remove smell from rooms during/after bowel program: 2 bottles/month $9.83/bottle = $236/year
Antiseptic No-Rinse Cleaning Foam for perianal care: 2 bottles/month @ $19.79/bottle = $475/year
McKesson Underpads 30 x 30 for perianal care and bowel program: 4 pads/day @ $0.59/pad = $861/year
Disposable Baby Wipes: 1 container/3 days @ $2.49-$3.00/container = $303-$365/year
Halyard Purple Nitrile Powder-Free Exam Gloves for perianal care, bowel pogrom, cleaning catheter changing and flushing, etc.: 2 boxes/month @ $23.53/box = $565/year
Halyard Grey Nitrile Powder-Free Exam Gloves for perianal care, bowel pogrom, cleaning catheter changing and flushing, etc.: 2 boxes/month @ 25.13/box = $603/year
McKesson Lubricating Jelly 3 g packets: 2-3 packets/day @ $0.19/packet = $139-$208/year
Kimberly Clark Scottfold Disposable Towels for bowel program cleanup. 1 case/6 mos. 25 towels/case @ $2.61/case = $5/year

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SUPPLIES - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Personal Care Cleaning/Disinfectant/ Sanitizing Supplies*	Beginning 47 1/2018 Ending 77 2047	Annual	Clean, disinfect and sanitize skin, medical equipment and supplies, and other personal items in order to avoid infections and germs.	Per Unit Per Year $976 - $1,367	* Cost estimates were obtained from Homelink and various online vendors	Greg Vigna, MD, JD, CLCP

* Personal Care Cleaning/Disinfectant/Sanitizing supplies and frequencies listed below are based on Ms. Harper-Wininger's current needs and include:

McKesson Premium Hand Sanitizer 18 oz - disinfectant, germicide and bactericide: 2 bottles/month @ $3.95-$8.85/each = $95-$212/year
McKesson Antimicrobial Soap 18 oz - disinfectant, germicide and bactericide: 2 bottles/month @ $3.86-$6.91/each = $93-$166/year
Clorox Disinfectant Wipes to clean/disinfect equipment and bathroom area: 2 containers/month @ $3.50-$3.66/container = $84-$88/year
Hydrogen Peroxide Wipes - cleaning solution: 1 box/4 months @ $2.95-$5.03/each = $9-$15/year
McKesson Hydrogen Peroxide 3% 16 oz to clean respiratory equipment and other medical equipment: 1 bottle/month @ $0.95-$2.14/each = $11-$26/year
Alcohol Prep Pads to clean injection sites, catheter tubing connections, equipment, etc.: 1 box/200 pads/month @ $5.71/box = $69/year
Sharps Container to dispose of medical waste products: 1x/year @ $3.63-$3.99/each = $4/year
Ahdesive Remover Wipes to remove TENS unit electrodes: 2 boxes/month at $4.64-$11.95/box = $111-$287/year
Miscellaneous Supplies to include extra bleach, laundry detergent, extra towels and linens, etc.: $500/year

SUPPLIES - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Respiratory Supplies*	Beginning 47 1/2018 Ending 77 2047	Annual	Respiratory care and management.	Per Unit Per Year $4,440 - $5,269	* Cost estimates were obtained from Homelink and various online vendors	Greg Vigna, MD, JD, CLCP

*Respiratory supplies and frequencies listed below are based on Ms. Harper-Wininger's current needs and include:

Ventilator/CPAP
AirLife Sterile Water for Inhalation: 4 bottles/month @ $0.11-0.23/each = $5-$11/year
Fisher & Paykel Humidification Chamber: 1x/month @ $14.50-$20/month = $174-$240/year
ResMed Airfit F20 Headgear: 1 mask/6 months @ $118-$149/each = $236-$298/year
ResMed Airfit F20 Headgear Mask Cushion: 1 cushion/month @ $31-$59/each = $372-$708/year
Fisher & Paykel Heated Wall Reusable Vent Circuit: 1 circuit/month @ $139.44-$155.67/each = $1,673-$1,868/year
Adult-Pediatric Electrostatic Filter HME filter between vent and circuit: 1x/month @ $129/each = $1,548/year
Trilogy Oxygen Input Quick Connect Inserts. Use with oxygen/vent to connect oxygen to the vent: 1 pkg./year. $12.20-$15.39/each = $12-$15/year

Nebulizer
Drive Reusable Nebulizer Kit to use with nebulizer: 2 kits/month @ $4.45-$6.99/each = $107-$168/year

Suction Machine
Hudson RCI AddiPak Unit Dose Vials – 5 ml Sterile 0.9% NaCL to use with suction bag to irrigate and clean nose: 100 vials/year @ $0.17/vial = $17/year
MediChoice Suction Yankauer. 2 yankauers/6 months @ $1.04-$4.44/each = $4-$18/year
Disposable Suction Canister, Tubing and Filter for secretion collection. 1/month @ $17.99- $25.19/each = $216-$302/year

CoughAssist
Hudson Bacterial Wall Filter to keep circuit clear of sputum: 24/year @ $3.17/each = $76/year

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SUPPLIES - CONTINED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Jobst Knee High Compression Stockings	Beginning 47 1/2018 Ending 77 2047	6 pr./yr.	Control lower extremity edema.	Per Unit $27.99 - $65.92 Per Year $168 - $396		Greg Vigna, MD, JD, CLCP
TENS Unit Electrodes (4)	Beginning 47 1/2018 Ending 77 2047	1x/2 wks.	Maintain TENS unit.	Per Unit $4.95 - $15.04 Per Year $129 - $391	4 electrodes/pack	Greg Vigna, MD, JD, CLCP Tom Balazy, M.D. – 9/10/15 Rx
TENS Unit Leads	Beginning 47 1/2018 Ending 77 2047	1-2x/yr.	Maintain TENS unit.	Per Unit $19.95 - $39.99 Per Year $20 - $80		Greg Vigna, MD, JD, CLCP
Innovo iSoothe Wireless Rechargeable Electronic Pulse Massager (TENS) Electrotherapy Device – Pads (2)	Beginning 47 1/2018 Ending 77 2047	2 pads/yr.	Maintain Innovo TENS unit.	Per Unit $4.60 Per Year $9		Greg Vigna, MD, JD, CLCP

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LIFE CARE PLAN

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Primary Disability: SCI - C4 ASIA C Quadriplegia

ADAPTIVE AIDS

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Adaptive Clothing Allowance	Beginning 47 1/2018 Ending 77 2047	Annual	Provide adaptive clothing to improve independent dressing and replace clothes due to wear and tear from the wheelchair.	Per Unit Per Year $777	VA Special Benefit Allowances Rates: 2016 https://www.benefits.va.gov/COMPENSATION/special_Benefit_Allowances_2016.asp	Greg Vigna, MD, JD, CLCP
Independent Living Aids*	Beginning 47 1/2018 Ending 77 2047	Annual	Improve independence with activities of daily living (ADLs).	Per Unit Per Year $300 - $400		Greg Vigna, MD, JD, CLCP

* Independent living aids include adaptive writing aids and eating utensils, book holder, easy glide writer, slip-on typing/keyboard aid, sure hand strap, Velcro button aids, scoop plates and bowls, straws, medicine cups, Dycem pads/mats, spill proof cups, no skid divider plates with suction base, feeding aprons, universal weighted holder and cuffs, shampoo tray, electric toothbrush and replacement brushes, rocker knife, combination cutting board, electric can and jar openers, hair dryer stand, iPhone and iPad mounts, various kitchen aids, etc.

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LIFE CARE PLAN

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ORTHOTICS/SPLINTS

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Bilateral Ultra Flex Elbow Wrist Hand Orthosis (2)	Beginning 47 1/2018 Ending 77 2047	1x/2-3 yrs.	Provide proper upper extremity positioning; improve independence.	Per Unit $4,434 Per Year $2,956 - $4,434	UltraFlex systems $8,868/pair	Greg Vigna, MD, JD, CLCP Craig Hospital – 5/17/16 Maggie McDone, MS, OTR/L
Left Elbow Dynasplint Replacement Pads	Beginning 47 1/2018 Ending 77 2047	2x/yr.	Maintain Dynasplint.	Per Unit $120 Per Year $240		Greg Vigna, MD, JD, CLCP
Podus Heel Boots (2)	Beginning 47 1/2018 Ending 77 2047	1x/yr.	Provide proper lower extremity positioning; prevent pressure sores.	Per Unit $118 - $201 Per Year $118 - $201		Greg Vigna, MD, JD, CLCP Brian J. Beatty, D.O. – 5/16/16 Rx for Roylan Heel Boots

FUTURE HOSPITALIZATIONS

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Outpatient Hospitalization for Urinary Tract Infections (UTIs)	Beginning 47 1/2018 Ending 77 2047	1x/2 yrs.	Treat UTIs.	Per Unit $2,421 Per Year $1,211	$834/professional fee $1,587/facility fee $2,421/visit Medical Fees 2017 75% adjusted to Arizona	Greg Vigna, MD, JD, CLCP

* Estimated facility fees are based on 2016 Medicare charges from the American Hospital Directory (ahd.com) and the average cost from the following hospitals:

Havasu Regional Medical Center: $1,507/facility fee
Kingman Regional Medical Center: $1,667/facility fee

Inpatient Hospitalization for UTIs	Beginning 47 1/2018 Ending 77 2047	1x/7 yrs. (14 days/hosp'n)	Treat UTIs.	Per Unit $140,789 Per Year $20,113	$2,917/professional fee $137,872/facility fee $140,789/hosp'n	Greg Vigna, MD, JD, CLCP

Professional fees obtained from Medical Fees 2017 75% adjusted to Arizona and based on the following cpt codes:

CPT 99223 Initial hospital care per day: $491/day
CPT 99231 Subsequent hospital care per day. Pt is stable, recovering or improving (15 min/visit): $110/day
CPT 99232 Subsequent hospital care per day. Pt is responding inadequately to therapy or has developed a minor complication (25 min/visit): $182/day
CPT 99233 Subsequent hospital care per day. Pt is unstable or has developed a significant complication or a significant new problem. (35 min/visit): $267/day
($186/average professional fee of 99231, 99232, 99233) x 12 days: $2,232
CPT 99238 Hospital discharge day management (30 min./visit): $194/day

* Estimated facility fees are based on 2016 Medicare charges from the American Hospital Directory (ahd.com) and the average of the daily rates ($9,848/day) from the following hospitals:

Havasu Regional Medical Center: $31,953/2.6 days = $12,290/day
Kingman Regional Medical Center: $26,218/3.54 days = $7,406/day

FUTURE HOSPITALIZATIONS – CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Inpatient Hospitalization for Decubitus Ulcer with Flap	Beginning 47 1/2018 _____ Ending 77 2047	1 x only (60 days/hosp'n)	Treat grade III/IV decubitus ulcer.	Per Unit $768,613 _____ Per Year	$11,473/professional fee $757,140/facility fee $768,613/hosp'n	Greg Vigna, MD, JD, CLCP

Professional fees obtained from Medical Fees 2017 75% adjusted to Arizona and based on the following cpt codes:

CPT 99223 Initial hospital care per day: $491/day
CPT 99231 Subsequent hospital care per day. Pt is stable, recovering or improving (15 min/visit): $110/day
CPT 99232 Subsequent hospital care per day. Pt is responding inadequately to therapy or has developed a minor complication (25 min/visit): $182/day
CPT 99233 Subsequent hospital care per day. Pt is unstable or has developed a significant complication or a significant new problem. (35 min/visit): $267/day
($186/average professional fee of 99231, 99232, 99233) x 58 days: $10,788
CPT 99238 Hospital discharge day management (30 min./visit): $194/day

* Estimated facility fees are based on 2016 Medicare charges from the American Hospital Directory (ahd.com) and the average of the daily rates ($12,619/day) from the following hospitals:

Banner University Medical Center Phoenix: $108,731/9.87 days = $11,016/day
Mayo Clinic Hospital Phoenix: $93,574.00/6.58 days = $14,221/day

FUTURE HOSPITALIZATIONS - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Inpatient Hospitalization for Pneumonia with Respiratory Failure	Beginning 55 2025 _____ Ending 77 2047	1x/within 10 yrs.; then 1x/in years 11-17; then 1x/3 yrs. (14 days/hosp'n)	Treat respiratory problems such as pneumonia and respiratory failure.	Per Unit $125,361 _____ Per Year	$2,917/professional fee $122,444/facility fee $125,361/hosp'n $125,361/in next 10 yrs.; then $125,361/in years 11-17; then $41,787/year to L.E.	Greg Vigna, MD, JD, CLCP

Professional fees obtained from Medical Fees 2017 75% adjusted to Arizona and based on the following cpt codes:

CPT 99223 Initial hospital care per day: $491/day
CPT 99231 Subsequent hospital care per day. Pt is stable, recovering or improving (15 min/visit): $110/day
CPT 99232 Subsequent hospital care per day. Pt is responding inadequately to therapy or has developed a minor complication (25 min/visit): $182/day
CPT 99233 Subsequent hospital care per day. Pt is unstable or has developed a significant complication or a significant new problem. (35 min/visit): $267/day
($186/average professional fee of 99231, 99232, 99233) x 12 days: $2,232
CPT 99238 Hospital discharge day management (30 min./visit): $194/day

* Estimated facility fees are based on 2016 Medicare charges from the American Hospital Directory (ahd.com) and the average of the daily rates ($8,746/day) from the following hospitals:

Havasu Regional Medical Center: $42,851.00/4.75 days = $9,021/day
Kingman Regional Medical Center: $63,523/7.5 days = $8,470/day

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LIFE CARE PLAN

DARIA HARPER-WININGER

HOME CARE

DOB: June 9, 1970
DOL: June 9, 2015
Date Prepared: February 9, 2018
Primary Disability: SCI - C4 ASIA C Quadriplegia

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Attendant*	Beginning 47 1/2018 Ending 77 2047	24 hrs./day	Provide assistance with activities of daily living including personal care, bathing, laundry, bowel and bladder management, bed mobility, transfers, positioning, grocery shopping, cooking/meal preparation (and clean-up), feeding set-up, transportation (and wait-time) to medical appointments and community outings, running errands, etc.	Per Unit $20 - $31 Per Year $175,200 - $271,560		Greg Vigna, MD, JD, CLCP
Outcomes Following Traumatic Spinal Cord Injury: Clinical Practice Guidelines for Health Care Professionals. Consortium for Spinal Cord Medicine: Clinical Practice Guidelines, 1999. Table 6. Expected Functional Outcomes, Level C4.						
Attendant*	Beginning 47 1/2018 Ending 77 2047	2 hrs./day	Provide setup and assistance with transfers onto FES, standing frame and other equipment as needed.	Per Unit $20 - $31 Per Year $14,600 - $22,630		Greg Vigna, MD, JD, CLCP
Skilled Nursing - Registered Nurse (RN)*	Beginning 47 1/2018 Ending 77 2047	1x/day	Monitor medical status; bowel program; setup and administer medications; supervise attendant.	Per Unit $100 - $120 Per Year $36,500 - $43,800		Greg Vigna, MD, JD, CLCP
* Attendant and skilled nursing services will not be required during periods of hospitalization (see Future Hospitalizations, pages 44-46).						

Growth Trend to Be Determined by Economist.

HOME CARE - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Case Manager	Beginning 47 1/2018 Ending 77 2047	8 hrs./mo.	Assist with coordinating medical and rehabilitative care needs; improve access to community resources.	Per Unit $80 - $130 Per Year $7,680 - $12,480		Greg Vigna, MD, JD, CLCP
Housecleaning	Beginning 47 1/2018 Ending 77 2047	1x/wk. (52 wks./yr.)	Provide housecleaning assistance.	Per Unit $120 - $140 Per Year $6,240 - $7,280	Housecleaning services are based four-bedroom house. Open floor plan. Bathroom accessible to accommodate roll in shower chair.	Greg Vigna, MD, JD, CLCP
Interior/Exterior Home Maintenance	Beginning 47 1/2018 Ending 77 2047	2-4 hrs./mo.	Provide interior and exterior home maintenance assistance.	Per Unit $73.51 Per Year $1,764 - $3,528		Greg Vigna, MD, JD, CLCP

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LIFE CARE PLAN

DARIA HARPER-WININGER

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COMMUNICATION/ENTERTAINMENT

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
iPad	Beginning 47 1/2018 _____ Ending 77 2047	1x/5 yrs.	Provide portable accessible communication, learning and entertainment.	Per Unit $780 - $1,150 _____ Per Year $156 - $230		Greg Vigna, MD, JD, CLCP
iPad Shatterproof Cover	Beginning 47 1/2018 _____ Ending 77 2047	1x/2-3 yrs.	Protect iPad.	Per Unit $50 - $285 _____ Per Year $17 - $143		Greg Vigna, MD, JD, CLCP
iPad Data Plan	Beginning 47 1/2018 _____ Ending 77 2047	Monthly	Access portable communication, learning and entertainment.	Per Unit $15 - $30 _____ Per Year $180 - $360		Greg Vigna, MD, JD, CLCP
Dragon Naturally Speaking Software Updates	Beginning 47 1/2018 _____ Ending 77 2047	1x/2 yrs.	Update hands-free communication software.	Per Unit $200 _____ Per Year $100		Greg Vigna, MD, JD, CLCP

Growth Trend to Be Determined by Economist.

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HEALTH AND STRENGTH MAINTENANCE

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Large Foam Therapeutic Wedge	Beginning 47 1/2018 Ending 77 2047	1x/10 yrs.	Use with physical therapy for exercise and stretching.	Per Unit $61 - $113 Per Year $6 - $11		Greg Vigna, MD, JD, CLCP E. Franklin Livingstone, M.D. – 10/16/16 Rx
EasyStand Evolv Standing Frame	Beginning 47 1/2018 Ending 77 2047	1x/5 yrs.	Prevent contractures; improve lower extremity range of motion; stretch muscles in les and back; increase postural circulation responses.	Per Unit $9,077 Per Year $1,815	NuMotion/United Seating and Mobility Billing Records	Greg Vigna, MD, JD, CLCP Thomas Balazy, M.D.
Standing Frame Maintenance	Beginning 48 1/2019 Ending 77 2047	1x/yr., excluding year of purchase	Maintain standing frame.	Per Unit Per Year $100 - $800	Maintenance on equipment begins one year after each new item is purchased.	Greg Vigna, MD, JD, CLCP
Standing Frame Replacement and Maintenance Costs - *Source: Marini, Irmo, Ph.D., CRC, CLCP, FVE and Harper, Dana, MS. Empirical Validation of Medical Equipment Replacement Values in Life Care Plans. Journal of Life Care Planning, Vo. 4, No. 4, (173-182).*						
Hand Skate Roller Exerciser	Beginning 47 1/2018 Ending 77 2047	1x/3 yrs.	Improve range of motion in bilateral upper extremities.	Per Unit $63 - $138 Per Year $21 - $46		Greg Vigna, MD, JD, CLCP E. Franklin Livingstone, M.D. – 10/26/16 Rx

Growth Trend to Be Determined by Economist.

HEALTH AND STRENGTH MAINTENANCE - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Adjustable Platform Mat	Beginning 57 2027 Ending 77 2047	1x/10 yrs. (1-2 x only)	Provide safe area for stretching, ROM and therapy.	Per Unit $3,793 - $7,517 Per Year	$3,739 - $15,034/total	Greg Vigna, MD, JD, CLCP E. Franklin Livingstone, M.D. – 9/28/16 Rx
Mat Platform Replacement Mat	Beginning 52 2022 Ending 77 2047	1x/5 yrs.; excluding years of adjustable platform mat replacement	Replace mat platform.	Per Unit $523 - $749 Per Year $105 - $150		Greg Vigna, MD, JD, CLCP
Head Float	Beginning 47 1/2018 Ending 77 2047	1x/2-3 yrs.	Aid pool therapy and recreation.	Per Unit $89 - $113 Per Year $30 - $57		Greg Vigna, MD, JD, CLCP
Sectional Raft	Beginning 47 1/2018 Ending 77 2047	1x/3 yrs.	Aid pool therapy and recreation.	Per Unit $261 Per Year $87		Greg Vigna, MD, JD, CLCP

HEALTH AND STRENGTH MAINTENANCE - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Power Pool Lift	Beginning 47 1/2018 Ending 77 2047	1x/10 yrs.	Transfer assistance into swimming pool.	Per Unit $7,639 - $7,925 Per Year $764 - $793		Greg Vigna, MD, JD, CLCP
Power Pool Lift Slings (2)	Beginning 47 1/2018 Ending 77 2047	1x/2 yrs.	Transfer assistance into swimming pool.	Per Unit $152 - $498 Per Year $152 - $498	$304-$996/2 slings	Greg Vigna, MD, JD, CLCP
RT300-SLSA Functional Electrical Stimulation (FES) Bicycle	Beginning 47 1/2018 Ending 77 2047	1x/7-10 yrs.	Prevent disuse atrophy; maintain upper and lower extremity range of motion; improve lower extremity circulation; provide aerobic exercise.	Per Unit $22,680 - $28,380 Per Year $2,268 - $4,054	Initially received 8/28/15 from Restorative Therapies	Greg Vigna, MD, JD, CLCP Thomas Balazy, M.D., Heather Horri, DPT and Abby Schilz, MPT, at Craig Hospital – 8/14/15 Rx
* Estimated cost includes delivery, setup, training and electrodes.						
FES Electrodes	Beginning 48 1/2019 Ending 77 2047	1x/yr.; excluding year of FES replacement	Utilize FES bicycle.	Per Unit Per Year $700	Initially received 8/28/15 from Restorative Therapies	Greg Vigna, MD, JD, CLCP Thomas Balazy, M.D., Heather Horri, DPT and Abby Schilz, MPT, at Craig Hospital – 8/14/15 Rx

HEALTH AND STRENGTH MAINTENANCE - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
FES Replacement Stimulation Cable (2)	Beginning 48 1/2019 Ending 77 2047	1x/2-4 yrs.	Maintain FES bicycle.	Per Unit $390 Per Year $195 - $390	Initially received 8/28/15 from Restorative Therapies $780/pr.	Greg Vigna, MD, JD, CLCP Thomas Balazy, M.D., Heather Horri, DPT and Abby Schilz, MPT, at Craig Hospital – 8/14/15 Rx
Bioness H200 Wireless (2)	Beginning 47 1/2018 Ending 77 2047	1x/3-5 yrs.	Therapeutic electrical nerve stimulation to improve strength, function, range of motion and endurance in bilateral hands/fingers and forearms.	Per Unit $7,900 Per Year $1,580 - $2,633		Greg Vigna, MD, JD, CLCP
Bioness Electrodes (2)	Beginning 47 1/2018 Ending 77 2047	2 sets/2 wks. (52 sets/yr.)	Maintain bilateral Bioness units.	Per Unit $35 Per Year $1,820	6 pads/set	Greg Vigna, MD, JD, CLCP
Bioness Battery Replacement (2)	Beginning 47 1/2018 Ending 77 2047	2 batteries/2 yrs.	Maintain bilateral Bioness units.	Per Unit $250 Per Year $250	$500/2 batteries	Greg Vigna, MD, JD, CLCP

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LIFE CARE PLAN

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RECREATIONAL*

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Action Trackchair	Beginning 47 1/2018 Ending 77 2047	1x/10 yrs.	Access property and uneven terrain; aid in camping and fishing activity.	Per Unit $11,300 - $14,125 Per Year $1,130 - $1,413		Greg Vigna, MD, JD, CLCP
TrackChair Rechargeable Batteries (2)	Beginning 57 2027 Ending 77 2047	1x/10 yrs.; excluding year of trackchair replacement (1-2 x only)	Maintain trackchair.	Per Unit $100 Per Year	$200/2 batteries $200-$400/total	Greg Vigna, MD, JD, CLCP

* Research has shown that improved fitness and increased physical activity can lead to improved health and function in persons with spinal cord injury (SCI). The research findings suggest that persons with SCI with higher activity levels may be less handicapped by their disability or more able to fulfill roles that might be considered "normal" for that individual. Thus, the relationship between physical activity and reduction of handicap provide evidence to support the development and encouragement of physical activity programs for persons with SCI. *Source: Manns, Patricia J., MSc, PT; Chad, Karen E., Ph.D. Determining the Relation Between Quality of Life, Handicap, Fitness and Physical Activity for Persons With Spinal Cord Injury. Archives of Physical Medicine and Rehabilitation, Volume 80, December 1999.*

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TRANSPORTATION

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Wheelchair Accessible 4-Wheel Drive Van	Beginning 47 1/2018 _____ Ending 77 2047	1x/5-7 yrs.	Accessible transportation.	Per Unit $85,431 _____ Per Year $12,204 - $17,086	Mercedes-Benz of Littleton 3/29/16 Invoice: $71,464/van; plus Performance Mobility 5/23/16 Invoice: $13,967/Modifications	Greg Vigna, MD, JD, CLCP
NOTE: Trade-in value to be determined by economist. For information purposes, the average cost of a typical family car in the U. S. is $34,222 (2017 dollars). This should be subtracted from the price of the van. *Source: National Automobile Dealers Association. NADADATA 2016. Retrieved from https://www.nada.org/WorkArea/DownloadAsset.aspx?id=21474847506*						
Wheelchair Accessible Van Equipment Maintenance	Beginning 48 1/2019 _____ Ending 77 2047	2x/yr.; excluding year of van replacement	Maintain wheelchair accessible van.	Per Unit _____ Per Year $200 - $400	Maintenance on equipment begins one year after each new item is purchased.	Greg Vigna, MD, JD, CLCP

TRANSPORTATION – CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Travel to Englewood, Colorado*	Beginning 47 1/2018 _____ Ending 77 2047	1x/yr. (7 days/visit; plus 2 days of travel)	Reimburse travel to Craig Hospital in Englewood, CO for comprehensive rehabilitation re-evaluations.	Per Unit $3,254 _____ Per Year $3,254		Greg Vigna, MD, JD, CLCP

Cost estimate includes:

$1,055/mileage (1,936 miles/R.T. x $0.545)
$238/lodging (2 nights in Sante Fe, NM (half way to Englewood)
$739/lodging (7 nights in Craig Hospital apartments)
$1,222/meals and incidentals (9 days for 2 people)
$3,254/trip

Craig Hospital: $105.50/night (2-bedroom)
Irs.gov: $0.545/mi. x 1,936 mi. R.T. = $1,055
Gsa.gov:
- $64/day meals and incidentals in Sante Fe, NM (2 days x 2 people) = $256
- $69/day meals and incidentals in Englewood, CO (7 days x 2 people) = $966
- $119/lodging per night in Sante Fe, NM (2 nights) = $238

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TRANSPORTATION - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Travel to Phoenix, Arizona	Beginning 47 1/2018 _____ Ending 77 2047	3-4x/yr. (2 days/trip)	Reimburse travel to Phoenix, AZ to meet with NuMotion or various physician specialists at Barrows Institute.	Per Unit $576 _____ Per Year $1,728 - $2,304		Greg Vigna, MD, JD, CLCP

$216/mileage (396 mi./R.T.)
$124/lodging (1 night)
$236/meals and incidentals (2 days for 2 people)
$576/trip

Irs.gov: $0.545/mi. x 396 mi. R.T. = $216
Gsa.gov:
- $59/day meals and incidentals x 2 days x 2 people = $236
- $124/lodging in Phoenix, AZ

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HOME MODIFICATIONS*

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Home Modifications*	Beginning 47 1/2018 Ending 77 2047	2 x only	Provide improved safety and mobility within the home.	Per Unit $81,080 Per Year	$162,160/total	Greg Vigna, MD, JD, CLCP

* Ms. Harper currently lives with her family in a four-bedroom home with accessible bathroom to accommodate a roll-in shower chair. She requires additional wheelchair accessible home modifications for maximum safety and mobility within the house. Home modifications will include appropriate exterior ramping; covered parking/garage; accessible kitchen, hallways, and bedrooms; sidewalk accessibility to the property; remote door opener; air conditioning, etc. Absent a contractor estimate regarding the cost for such home modifications, we are utilizing the Department of Veteran's Affairs (VA) Loan Guaranty Service as a standard. The Specially Adapted Housing (SAH) grant benefit amounts are set by law, but may be adjusted upward annually based on a cost-of-construction index. The maximum dollar amount allowable for the SAH grant in fiscal year 2018 is $81,080. http://www.benefits.va.gov/homeloans/adaptedhousing.asp. Ms. Harper's home modification needs will easily exceed the maximum VA housing allowance, but more information is needed in order to refine the recommendation. If she changes residences in the future, similar renovations will be needed.

Guldmann Ceiling Lift System*	Beginning 47 1/2018 Ending 77 2047	1x/7 yrs.	Provide safe and easy transfers in bedroom and bathroom areas.	Per Unit $6,000 - $15,000 Per Year $857 - $2,143		Greg Vigna, MD, JD, CLCP

**This equipment is not duplicative of the Power Patient Lift, as it is designed to move the patient from one area of the home to another via an overhead tracking system. The price is estimated as the actual cost will depend on the size of the home and the patient's needs.

Ceiling Lift Replacement Cost *Source: Marini, Irmo, Ph.D., CRC, CLCP, FVE and Harper, Dana, MS. Empirical Validation of Medical Equipment Replacement Values in Life Care Plans. Journal of Life Care Planning, Vo. 4, No. 4, (173-182).*

Growth Trend to Be Determined by Economist.

HOME MODIFICATIONS - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
Ceiling Lift Slings (2)	Beginning 47 1/2018 _____ Ending 77 2047	1x/2-3 yrs.	Transfer safety and ease.	Per Unit $325 _____ Per Year $217 - $325	$650/2 slings	Greg Vigna, MD, JD, CLCP
Ceiling Lift Batteries (2)	Beginning 47 1/2018 _____ Ending 77 2047	1x/5-7 yrs.	Maintain ceiling lift.	Per Unit $150 _____ Per Year $43 - $60	$300/2 batteries	Greg Vigna, MD, JD, CLCP
60 Hx Air-Cooled Generac Generator	Beginning 57 2027 _____ Ending 77 2047	1x/10 yrs. (1-2 x only)	Whole-house backup generator; keep A/C running during power outages.	Per Unit $2,890 _____ Per Year	Purchased 10/2016 from McAtlin Electric Corp $2,890-$5,780/total	Greg Vigna, MD, JD, CLCP Brian J. Beatty, D.O. – 8/25/16 Rx
Generac Generator 10-year Warranty	Beginning 47 1/2018 _____ Ending 77 2047	1x/10 yrs.; excluding year of generator replacement	Maintain generator.	Per Unit $995 _____ Per Year $100	$995/10 yrs.	Greg Vigna, MD, JD, CLCP

Growth Trend to Be Determined by Economist.

HOME MODIFICATIONS - CONTINUED

Item or Service	Age Year	Frequency/ Replacement	Purpose	Cost	Comment	Recommended By
200 Gallon Propane Tank	Beginning 47 1/2018 _____ Ending 77 2047	1 tank/2 yrs.	Used to operate generator.	Per Unit $430 - $498 _____ Per Year $215 - $249		Greg Vigna, MD, JD, CLCP

Growth Trend to Be Determined by Economist.

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COMPLICATIONS

Complication	Secondary To	Length of Risk	Surgery	Hospitalization	Possible Outcome from Complications
Skin Breakdown/ Pressure Sores	Physical stasis; impaired mobility	Lifetime	Probable	Probable	Increased medical care, medication and diagnostic study needs; nonhealing wounds; infections; surgical debridement; grafting; decreased functioning; sepsis.
Osteoporosis	Impaired mobility	Lifetime	Possible	Possible	Pain; fractures; decreased ROM; contractures; increased medical care, medication and diagnostic study needs; decreased functioning; nonhealing fractures; surgical intervention.
Respiratory Infections	SCI	Lifetime	Probable	Probable	Increased medical care, therapy, medication, laboratory and diagnostic study needs; tracheostomy; hospitalization.
Falls	Impaired mobility	Lifetime	Possible	Possible	Pain; fractures/musculoskeletal injuries; increased medical care, therapy, medication and diagnostic study needs; further brain injury; decreased functioning and mobility; surgical intervention.
Fractures/ Musculoskeletal Injuries	Falls	Lifetime	Possible	Possible	Pain; increased medical care, therapy, medication and diagnostic study needs; decreased functioning and mobility; nonhealing fractures; surgical intervention.
Upper Extremity Problems	Overuse	Lifetime	Possible	Possible	Increase pain; increased medical care, evaluations, therapy, medication and diagnostic study needs; decreased functioning, mobility and independence; surgical intervention.

Growth Trend to Be Determined by Economist.

COMPLICATIONS - CONTINUED

Complication	Secondary To	Length of Risk	Surgery	Hospitalization	Possible Outcome from Complications
Chronic Neck and Bilateral Upper Extremity Pain and Other Problems	SCI	Lifetime	Possible	Possible	Increase pain; increased medical care, evaluations, therapy, medication and diagnostic study needs; decreased functioning, mobility and independence; surgical intervention.
Bladder and Kidney Stones	Medical condition	Lifetime	Possible	Probable	Pain; increased medical care, therapy, medication, laboratory and diagnostic study needs; surgical intervention; hospitalization.
Chronic UTIs/Urosepsis	Neurogenic bladder	Lifetime	Probable	Probable	Increased medical care, medication, laboratory and diagnostic study needs; decreased functioning and independence; kidney damage; renal failure; hospitalization.
Deep Vein Thrombosis (DVT)	Impaired mobility	Lifetime	Possible	Possible	Increased medical care, laboratory and diagnostic study needs long-term anticoagulation therapy; emboli; impaired pulmonary function; stroke; hospitalization.
Depression	SCI and related functional limitations	Lifetime	Possible	Possible	Anger; sadness; withdrawal from family and friends; loss of coping skills; increased counseling and medication needs; decreased functioning; hospitalization.

EXHIBIT 6

EXHIBIT 6

FORMUZIS, HUNT & LANNING, INC.
SUMMARY OF THE ANALYSIS
ECONOMIC LOSSES SUSTAINED BY
DARIA HARPER

PRESENT VALUES

I. LOSS OF EARNING CAPACITY		
A. PAST LOSS	(06/09/2015 - 03/31/2018)	
1. UNIMPAIRED EARNING CAPACITY		$51,673
B. FUTURE LOSS	(04/01/2018 - 08/31/2053)	
1. UNIMPAIRED EARNING CAPACITY		$270,906
C. TOTAL LOSS (PAST AND FUTURE)		$322,579
II. FUTURE MEDICAL CARE COSTS	(04/01/2018 - 06/30/2047)	$14,282,286
III. TOTAL ECONOMIC LOSS (PAST AND FUTURE)		$14,604,865

FORMUZIS, HUNT & LANNING, INC.
SUMMARY OF THE ANALYSIS
ECONOMIC LOSSES SUSTAINED BY
DARIA HARPER

PRESENT VALUE START DATE			04/01/2018
DATE OF BIRTH			06/09/1970
DATE OF INJURY			06/08/2015
AGE AT DATE OF INJURY	45.0	YEARS	
CURRENT AGE	47.8	YEARS	
EDUCATION LEVEL	HIGH SCHOOL GRADUATE		
RETIREMENT DATA	61.6 [1]	YEARS IN	12/31/2031
	62.4 [2]	YEARS IN	10/31/2032
	67.0 [3]	YEARS IN	05/31/2037
PROJECTED RETIREMENT AGE	63.7	YEARS IN	02/28/2034
REMAINING YEARS TO RETIREMENT	15.9	YEARS	
AGE AT NORMAL LIFE EXPECTANCY (FEMALE)	83.2 [4]	YEARS IN	08/31/2053
YEARS TO NORMAL LIFE EXPECTANCY	35.4	YEARS	
AGE AT REDUCED LIFE EXPECTANCY	77.0 [5]	YEARS IN	06/30/2047
YEARS TO REDUCED LIFE EXPECTANCY	29.2	YEARS	

FOOTNOTES:

[1] HUNT, PICKERSGILL AND RUTEMILLER, "RECENT TRENDS IN MEDIAN YEARS TO RETIREMENT AND WORKLIFE EXPECTANCY FOR THE CIVILIAN U.S. POPULATION," JOURNAL OF FORENSIC ECONOMICS, VOLUME XIV, NUMBER 3, FALL 2001.

[2] SKOOG AND CIECKA, "PROBABILITY MASS FUNCTIONS FOR YEARS TO FINAL SEPARATION FROM THE LABOR FORCE INDUCED BY THE MARKOV MODEL," JOURNAL OF FORENSIC ECONOMICS, VOLUME XVI, NUMBER 1, WINTER 2003.

[3] MERCER HUMAN RESOURCE CONSULTING, INC., "2017 GUIDE TO SOCIAL SECURITY AND MEDICARE."

[4] U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, NATIONAL CENTER FOR HEALTH STATISTICS, "NATIONAL VITAL STATISTICS REPORTS," *UNITED STATES LIFE TABLES, 2014.*

[5] PER THE REPORT OF DR. VIGNA.

DATE OF INJURY: 06/08/2015

EARNINGS HISTORY:

YEAR	EARNINGS	SOURCE	EMPLOYER
2006	$24,812	W-2	ANIMAL HOSPITAL OF HAVASU
2007	$26,268	W-2	ANIMAL HOSPITAL OF HAVASU
2008	$30,163	W-2	ANIMAL HOSPITAL OF HAVASU
2009	$24,771	W-2	ANIMAL HOSPITAL OF HAVASU
2010	$14,545	W-2	ANIMAL HOSPITAL OF HAVASU
2011	$0		
2012	$0		
2013	$18,000	CHECK	CARETAKER TO GRANDMOTHER
2014	$25,000	CHECK	CARETAKER TO GRANDMOTHER
2015	$10,354	W-2	ISLANDER RV RESORT
AVERAGE:	$18,462	(9.42 YEARS)	

MS. HARPER'S UNIMPAIRED EARNING CAPACITY WAS CALCULATED USING $18,400, AN AVERAGE OF HER AVAILABLE HISTORICAL EARNINGS.

1. PAST UNIMPAIRED EARNINGS

TIME PERIOD	ANNUAL EARNINGS	NUMBER OF MONTHS	TOTAL EARNINGS
06/09/2015 - 03/31/2018	$18,400	33.7	$51,673
		33.7	$51,673

2. PRESENT VALUE OF THE FUTURE UNIMPAIRED EARNING CAPACITY

NET DISCOUNT RATE: 1.0% [1]

NUMBER OF MONTHS: 191

TIME PERIOD	ANNUAL EARNINGS	MONTHLY EARNINGS
04/01/2018 - 02/28/2034	$18,400	$1,533

PRESENT VALUE: $270,906

FOOTNOTE:

[1] THE NET DISCOUNT RATE IS THE ANTICIPATED SPREAD BETWEEN THE RATE OF RETURN ON INVESTMENTS AND THE RATE OF INCREASE IN COMPENSATION. THE RATE OF RETURN ON INVESTMENTS IS BASED UPON A MIX OF SHORT AND MEDIUM-TERM U.S. GOVERNMENT SECURITIES. RATES OF RETURN ARE REPORTED BY THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM. COMPENSATION GROWTH IS BASED ON THE HOURLY COMPENSATION SERIES PUBLISHED BY THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS.

ACCORDING TO THE REPORT OF DR. GREG VIGNA, DATED FEBRUARY 9, 2018, THE FOLLOWING CARE COSTS WILL BE REQUIRED IN THE FUTURE.

THE PRESENT VALUES OF THE FUTURE CARE COSTS ARE CALCULATED USING NET DISCOUNT RATES BETWEEN 0.0 AND 2.0 PERCENT.[1]

DESCRIPTION	NET DISCOUNT RATE	TIME PERIOD	ANNUAL AMOUNT	PRESENT VALUE
1. COMPREHENSIVE REHABILITATION RE-EVALUATION AT CRAIG HOSPITAL				
	1.0%	04/01/2018 - 06/30/2047	$13,500	$342,745
2. SPINAL CORD INJURY SPECIALIST				
	1.0%	04/01/2018 - 06/30/2047	$150	3,808
3. NURSE PRACTITIONER CONSULTATION				
	1.0%	04/01/2018 - 06/30/2047	$350	8,886
4. NUTRITIONAL EVALUATION				
	1.0%	04/01/2018 - 06/30/2047	$272	6,906
5. PHYSICAL THERAPY EVALUATION				
	1.0%	04/01/2018 - 06/30/2047	$171	4,341
6. OCCUPATIONAL THERAPY EVALUATION				
	1.0%	04/01/2018 - 06/30/2047	$165	4,189
7. BOTOX INJECTIONS				
	1.0%	04/01/2018 - 06/30/2047	$25,136	638,166
8. PHYSICAL THERAPY				
	1.0%	04/01/2018 - 06/30/2047	$3,336	84,696
9. OCCUPATIONAL THERAPY				
	1.0%	04/01/2018 - 06/30/2047	$3,156	80,126
10. RESPIRATORY THERAPY				
	1.0%	04/01/2018 - 06/30/2047	$8,164	207,272
11. LYMPHEDEMA MANAGEMENT				
	1.0%	04/01/2018 - 06/30/2047	$3,264	82,868
12. NEUROMUSCULAR MASSAGE				
	1.0%	04/01/2018 - 06/30/2047	$2,400	60,932
13. PSYCHOLOGICAL COUNSELING				
		ONE TIME COST 04/01/2018	$7,128	7,128
	1.0%	07/01/2018 - 06/30/2047	$2,376	59,730
14. SEXUAL THERAPY				
	1.0%	04/01/2018 - 03/31/2028	$398	3,790
15. FAMILY COUNSELING AND EDUCATION				
		ONE TIME COST 04/01/2018	$2,388	2,388
	1.0%	07/01/2018 - 06/30/2047	$2,388	60,031
	1.0%	ONE TIME COST 04/01/2023	$2,388	
16. PRIMARY CARE PHYSICIAN				
	1.0%	04/01/2018 - 06/30/2047	$380	9,648

DESCRIPTION	NET DISCOUNT RATE	TIME PERIOD	ANNUAL AMOUNT	PRESENT VALUE
17. PHYSICAL MEDICINE AND REHABILITATION SPECIALIST				
	1.0%	04/01/2018 - 06/30/2047	$760	$19,295
18. NEUROLOGIST				
	1.0%	04/01/2018 - 06/30/2047	$190	4,824
19. NEUROSURGEON				
	1.0%	04/01/2018 - 06/30/2047	$730	18,534
20. PULMONOLOGIST				
	1.0%	04/01/2018 - 06/30/2047	$570	14,471
21. PAIN MANAGEMENT SPECIALIST				
	1.0%	04/01/2018 - 06/30/2047	$760	19,295
22. COLORECTAL SURGEON				
	1.0%	04/01/2018 - 06/30/2047	$190	4,824
23. NEURO-UROLOGIST				
	1.0%	04/01/2018 - 06/30/2047	$760	19,295
24. PODIATRIST				
	1.0%	04/01/2018 - 03/31/2019	$728	725
	1.0%	04/01/2019 - 06/30/2047	$650	15,856
25. CRANBERRY EXTRACT GEL				
	2.0%	04/01/2018 - 06/30/2047	$46	1,022
26. DULCOLAX SUPPOSITORY				
	2.0%	04/01/2018 - 06/30/2047	$387	8,599
27. MOVANTIK				
	1.0%	04/01/2018 - 06/30/2047	$4,955	125,800
28. ZOFRAN				
	1.0%	04/01/2018 - 06/30/2047	$648	16,452
29. LACTULOSE				
	1.0%	04/01/2018 - 06/30/2047	$648	16,452
30. MIRALAX				
	2.0%	04/01/2018 - 06/30/2047	$319	7,088
31. FLOVENT INHALER				
	1.0%	04/01/2018 - 06/30/2047	$3,157	80,152
32. VENTOLIN INHALER				
	1.0%	04/01/2018 - 06/30/2047	$1,643	41,713
33. ALBUTEROL				
	1.0%	04/01/2018 - 06/30/2047	$767	19,473
34. ACETYLCYSTEINE				
	1.0%	04/01/2018 - 06/30/2047	$114	2,894
35. OXYCONTIN 15MG				
	1.0%	04/01/2018 - 06/30/2047	$1,958	49,711

DESCRIPTION	NET DISCOUNT RATE	TIME PERIOD	ANNUAL AMOUNT	PRESENT VALUE
36. OXYCONTIN 10MG	1.0%	04/01/2018 - 06/30/2047	$2,787	$70,758
37. NEURONTIN	1.0%	04/01/2018 - 06/30/2047	$2,677	67,965
38. SUMATRIPTAN	1.0%	04/01/2018 - 06/30/2047	$2,290	58,140
39. VOLTAREN GEL	1.0%	04/01/2018 - 06/30/2047	$646	16,401
40. ATIVAN	1.0%	04/01/2018 - 06/30/2047	$1,374	34,884
41. ELAVIL	1.0%	04/01/2018 - 06/30/2047	$498	12,643
42. BACLOFEN	1.0%	04/01/2018 - 06/30/2047	$785	19,930
43. LASIX	1.0%	04/01/2018 - 06/30/2047	$159	4,037
44. MIDODRINE	1.0%	04/01/2018 - 06/30/2047	$482	12,237
45. PRENATAL MULTIVITAMIN	2.0%	04/01/2018 - 06/30/2047	$150	3,333
46. FLUCANAZOLE	1.0%	04/01/2018 - 06/30/2047	$179	4,545
47. BENADRYL	2.0%	04/01/2018 - 06/30/2047	$116	2,578
48. REFRESH EYEDROPS	2.0%	04/01/2018 - 06/30/2047	$355	7,888
49. B6 VITAMIN	2.0%	04/01/2018 - 06/30/2047	$29	644
50. IRON	2.0%	04/01/2018 - 06/30/2047	$24	533
51. MAGNESIUM OXIDE	2.0%	04/01/2018 - 06/30/2047	$70	1,555
52. VITAMIN D3	2.0%	04/01/2018 - 06/30/2047	$33	733
53. VITAMIN C	2.0%	04/01/2018 - 06/30/2047	$33	733
54. HEMORRHOID CREAM	2.0%	04/01/2018 - 06/30/2047	$170	3,778

DESCRIPTION	NET DISCOUNT RATE	TIME PERIOD	ANNUAL AMOUNT	PRESENT VALUE
55. BACTRIM DS				
	1.0%	04/01/2018 - 06/30/2047	$7	$178
56. LEVAQUIN				
	1.0%	04/01/2019 - 06/30/2047	$12	293
57. INFLUENZA VACCINE				
	2.0%	04/01/2018 - 06/30/2047	$39	867
58. PNEUMOCOCCAL VACCINE				
	1.0%	04/01/2018 - 06/30/2047	$23	584
59. COMPLETE BLOOD COUNT				
	1.0%	04/01/2018 - 06/30/2047	$64	1,625
60. COMPREHENSIVE METABOLIC PANEL				
	1.0%	04/01/2018 - 06/30/2047	$96	2,437
61. URINALYSIS WITH CULTURE AND SENSITIVITY				
	1.0%	04/01/2018 - 06/30/2047	$60	1,523
62. DRUG TESTING				
	1.0%	04/01/2018 - 06/30/2047	$596	15,132
63. RENAL SCAN				
PROFESSIONAL FEE				
	1.0%	04/01/2018 - 06/30/2047	$132	3,351
FACILITY FEE				
	0.0%	04/01/2018 - 06/30/2047	$438	12,812
64. RENAL ULTRASOUND				
PROFESSIONAL FEE				
	1.0%	04/01/2018 - 06/30/2047	$178	4,519
FACILITY FEE				
	0.0%	04/01/2018 - 06/30/2047	$455	13,309
65. CERVICAL MRI				
PROFESSIONAL FEE				
	1.0%	04/01/2018 - 06/30/2047	$363	9,216
FACILITY FEE				
	0.0%	04/01/2018 - 06/30/2047	$1,840	53,820
66. CHEST X-RAY				
PROFESSIONAL FEE				
	1.0%	04/01/2018 - 06/30/2047	$49	1,244
FACILITY FEE				
	0.0%	04/01/2018 - 06/30/2047	$118	3,452
67. ECHOCARDIOGRAM				
PROFESSIONAL FEE				
	1.0%	04/01/2018 - 06/30/2047	$64	1,625
FACILITY FEE				
	0.0%	04/01/2018 - 06/30/2047	$207	6,055
68. PULMONARY FUNCTION TEST				
PROFESSIONAL FEE				
	1.0%	04/01/2018 - 06/30/2047	$90	2,285
FACILITY FEE				
	0.0%	04/01/2018 - 06/30/2047	$349	10,208

DESCRIPTION	NET DISCOUNT RATE	TIME PERIOD	ANNUAL AMOUNT	PRESENT VALUE
69. SLEEP STUDY WITH TITRATION				
PROFESSIONAL FEE				
	1.0%	04/01/2018 - 06/30/2047	$564	$14,319
FACILITY FEE				
	0.0%	04/01/2018 - 06/30/2047	$2,887	84,445
70. VENOUS DOPPLER				
PROFESSIONAL FEE				
	1.0%	04/01/2018 - 06/30/2047	$149	3,783
FACILITY FEE				
	0.0%	04/01/2018 - 06/30/2047	$661	19,334
71. PERMOBIL F5 CORPUS POWER WHEELCHAIR				
	2.0%	04/01/2018 - 06/30/2047	$10,614	235,852
72. TILITE AERO Z LIGHTWEIGHT MANUAL WHEELCHAIR				
	2.0%	04/01/2018 - 06/30/2047	$2,023	44,953
73. POWER WHEELCHAIR BATTERIES				
	2.0%	04/01/2018 - 06/30/2047	$756	16,799
74. POWER WHEELCHAIR MAINTENANCE				
	2.0%	04/01/2018 - 06/30/2047	$300	6,666
75. LIGHTWEIGHT MANUAL WHEELCHAIR MAINTENANCE				
	2.0%	04/01/2018 - 06/30/2047	$120	2,667
76. ROJO QUADTRO SELECT WHEELCHAIR CUSHION				
	2.0%	04/01/2018 - 06/30/2047	$305	6,777
77. MANUAL WHEELCHAIR VARILITE ICON BACK SEATING SYSTEM				
	2.0%	04/01/2018 - 06/30/2047	$175	3,889
78. WHEELCHAIR CUSHION COVER				
	2.0%	04/01/2018 - 06/30/2047	$135	3,000
79. KRISTEN SLIDE IN BASE WHEELCHAIR LAPTOP TRAY				
		ONE TIME COST 04/01/2018	$823	823
	2.0%	ONE TIME COST 10/01/2025	$823	709
	2.0%	ONE TIME COST 04/01/2033	$823	611
	2.0%	ONE TIME COST 10/01/2040	$823	527
80. WRITING TABLE WITH CUSHION				
	2.0%	04/01/2018 - 06/30/2047	$58	1,289
81. OVERBED TABLE				
		ONE TIME COST 04/01/2018	$106	106
	2.0%	ONE TIME COST 04/01/2028	$106	87
	2.0%	ONE TIME COST 04/01/2038	$106	71
82. FOLDING RAMP / SUITCASE RAMP - 3 FT				
		ONE TIME COST 04/01/2018	$139	139
	2.0%	ONE TIME COST 04/01/2028	$139	114
	2.0%	ONE TIME COST 04/01/2038	$139	94
83. FOLDING RAMP / SUITCASE RAMP - 6 FT				
		ONE TIME COST 04/01/2018	$273	273
	2.0%	ONE TIME COST 04/01/2028	$273	224
	2.0%	ONE TIME COST 04/01/2038	$273	184

DESCRIPTION	NET DISCOUNT RATE	TIME PERIOD	ANNUAL AMOUNT	PRESENT VALUE
84. WHEELCHAIR BACKPACK				
	2.0%	04/01/2018 - 06/30/2047	$60	$1,333
85. LONG TRANSFER BOARD				
	2.0%	04/01/2018 - 06/30/2047	$44	978
86. SHORT TRANSFER BOARD				
	2.0%	04/01/2018 - 06/30/2047	$14	311
87. RAZ SHOWER COMMODE CHAIR WITH CUSTOM SEAT FRAME				
	2.0%	04/01/2018 - 06/30/2047	$1,213	26,954
88. PORTABLE SHOWER CHAIR SYSTEM MULTICHAIR 6000TX TILT				
		ONE TIME COST 04/01/2018	$7,243	7,243
	2.0%	ONE TIME COST 04/01/2028	$7,243	5,941
	2.0%	ONE TIME COST 04/01/2038	$7,243	4,874
89. MULTICHAIR 6000 TX CUSHION				
	2.0%	04/01/2018 - 06/30/2047	$42	933
90. ADJUSTABLE SLIDE BAR / SHOWER HEAD				
		ONE TIME COST 04/01/2018	$218	218
	2.0%	ONE TIME COST 04/01/2024	$218	194
	2.0%	ONE TIME COST 04/01/2030	$218	172
	2.0%	ONE TIME COST 04/01/2036	$218	153
	2.0%	ONE TIME COST 04/01/2042	$218	136
91. FLEX-A-BED HI-LOW FULLY ELECTRIC HOSPITAL BED				
		ONE TIME COST 04/01/2018	$6,610	6,610
	2.0%	ONE TIME COST 04/01/2025	$6,610	5,754
	2.0%	ONE TIME COST 04/01/2032	$6,610	5,009
	2.0%	ONE TIME COST 04/01/2039	$6,610	4,361
	2.0%	ONE TIME COST 04/01/2046	$6,610	3,797
92. VOLKNER EUROPA 1 MATTRESS				
	2.0%	04/01/2018 - 06/30/2047	$734	16,310
93. PREVALON TURN AND POSITION SYSTEM				
	2.0%	04/01/2018 - 06/30/2047	$321	7,133
94. PREVALON TURNING SYSTEM MICROCLIMATE BODY PADS				
	2.0%	04/01/2018 - 06/30/2047	$3,530	78,440
95. ELECTRIC BED MAINTENANCE				
	2.0%	04/01/2018 - 06/30/2047	$623	13,844
96. INVACARE RELIANT 450 POWER LIFT				
		ONE TIME COST 04/01/2018	$3,024	3,024
	2.0%	ONE TIME COST 04/01/2028	$3,024	2,481
	2.0%	ONE TIME COST 04/01/2038	$3,024	2,035
97. JOERNS HOYER ADVANCE 340 POWER HOYER LIFT				
		ONE TIME COST 04/01/2018	$3,464	3,464
	2.0%	ONE TIME COST 04/01/2028	$3,464	2,842
	2.0%	ONE TIME COST 04/01/2038	$3,464	2,331

DESCRIPTION	NET DISCOUNT RATE	TIME PERIOD	ANNUAL AMOUNT	PRESENT VALUE
98. WHEELCHAIR LIFT SCALE				
		ONE TIME COST 04/01/2018	$793	$793
	2.0%	ONE TIME COST 04/01/2028	$793	651
	2.0%	ONE TIME COST 04/01/2038	$793	534
99. LIFT SLINGS				
	2.0%	04/01/2018 - 06/30/2047	$596	13,244
100. ADJUSTABLE HEIGHT WORK TABLE				
		ONE TIME COST 04/01/2018	$3,159	3,159
	2.0%	ONE TIME COST 04/01/2028	$3,159	2,591
	2.0%	ONE TIME COST 04/01/2038	$3,159	2,126
101. PHILIPS RESPIRONICS NON-INVASIVE VENTILATOR / CONTINUOUS POSITIVE AIRWAY PRESSURE				
	2.0%	04/01/2018 - 06/30/2047	$16,414	364,733
102. PHILIPS COUGHASSIST				
		ONE TIME COST 04/01/2018	$7,300	7,300
	2.0%	ONE TIME COST 10/01/2026	$7,300	6,169
	2.0%	ONE TIME COST 04/01/2035	$7,300	5,213
	2.0%	ONE TIME COST 10/01/2043	$7,300	4,405
103. DEVILBISS PORTABLE SUCTION MACHINE				
	2.0%	04/01/2018 - 06/30/2047	$159	3,533
104. DEVILBISS PORTABLE SUCTION MACHINE MAINTENANCE				
	2.0%	04/01/2018 - 06/30/2047	$43	955
105. OXYGEN CONCENTRATOR				
	2.0%	04/01/2018 - 06/30/2047	$4,000	88,883
106. PORTABLE OXYGEN CONCENTRATOR				
	2.0%	04/01/2018 - 06/30/2047	$625	13,888
107. PORTABLE OXYGEN REGULATOR AND BAG				
	2.0%	ONE TIME COST 04/01/2028	$110	90
	2.0%	ONE TIME COST 04/01/2038	$110	74
108. LIFE CARE SOLUTIONS NEBULIZER				
	2.0%	04/01/2018 - 06/30/2047	$23	511
109. SPRAGUE RAPPAPORT STETHOSCOPE				
	2.0%	04/01/2018 - 06/30/2047	$3	67
110. BLOOD PRESSURE MONITOR				
	2.0%	04/01/2018 - 06/30/2047	$14	311
111. PULSE OXIMETER				
	2.0%	04/01/2018 - 06/30/2047	$31	689
112. DISPOSABLE PULSE OXIMETER PROBE				
	2.0%	04/01/2018 - 06/30/2047	$911	20,243
113. PORTABLE PULSE OXIMETER				
	2.0%	04/01/2018 - 06/30/2047	$25	556
114. TRANSCUTANEOUS ELECTRICAL NERVE STIMULATION UNIT				
	2.0%	04/01/2018 - 06/30/2047	$123	2,733

DESCRIPTION	NET DISCOUNT RATE	TIME PERIOD	ANNUAL AMOUNT	PRESENT VALUE
115. INNOVO ISOOTHE WIRELESS RECHARGEABLE ELECTRONIC PULSE MASSAGER ELECTROTHERAPY DEVICE				
	2.0%	04/01/2018 - 06/30/2047	$9	$200
116. JAECO MULTILINK MOBILE ARM SUPPORT / MECHANICAL ARM				
	2.0%	ONE TIME COST 04/01/2028	$4,125	3,384
117. BLADDER SUPPLIES				
	2.0%	04/01/2018 - 06/30/2047	$2,576	57,241
118. BOWEL MANAGEMENT SUPPLIES				
	2.0%	04/01/2018 - 06/30/2047	$3,367	74,818
119. PERSONAL CARE CLEANING / DISINFECTANT / SANITIZING SUPPLIES				
	2.0%	04/01/2018 - 06/30/2047	$1,172	26,043
120. RESPIRATORY SUPPLIES				
	2.0%	04/01/2018 - 06/30/2047	$4,855	107,882
121. JOBST KNEE HIGH COMPRESSION STOCKINGS				
	2.0%	04/01/2018 - 06/30/2047	$282	6,266
122. TENS UNIT ELECTRODES				
	2.0%	04/01/2018 - 06/30/2047	$260	5,777
123. TENS UNIT LEADS				
	2.0%	04/01/2018 - 06/30/2047	$50	1,111
124. INNOVO ISOOTHE WIRELESS RECHARGEABLE ELECTRONIC PULSE MASSAGER ELECTROTHERAPY DEVICE PADS				
	2.0%	04/01/2018 - 06/30/2047	$9	200
125. ADAPTIVE CLOTHING ALLOWANCE				
	2.0%	04/01/2018 - 06/30/2047	$777	17,266
126. INDEPENDENT LIVING AIDS				
	2.0%	04/01/2018 - 06/30/2047	$350	7,777
127. BILATERAL ULTRA FLEX ELBOW WRIST HAND ORTHOSIS				
	2.0%	04/01/2018 - 06/30/2047	$3,695	82,106
128. LEFT ELBOW DYNASPLINT REPLACEMENT PADS				
	2.0%	04/01/2018 - 06/30/2047	$240	5,333
129. PODUS HEEL BOOTS				
	2.0%	04/01/2018 - 06/30/2047	$160	3,555
130. OUTPATIENT HOSPITALIZATION FOR URINARY TRACT INFECTIONS				
PROFESSIONAL FEE				
	1.0%	04/01/2018 - 06/30/2047	$417	10,587
FACILITY FEE				
	0.0%	04/01/2018 - 06/30/2047	$794	23,225

DESCRIPTION	NET DISCOUNT RATE	TIME PERIOD	ANNUAL AMOUNT	PRESENT VALUE
131. INPATIENT HOSPITALIZATION FOR UTIS				
PROFESSIONAL FEE				
		ONE TIME COST 04/01/2018	$2,917	$2,917
	1.0%	ONE TIME COST 04/01/2025	$2,917	2,721
	1.0%	ONE TIME COST 04/01/2032	$2,917	2,538
	1.0%	ONE TIME COST 04/01/2039	$2,917	2,367
	1.0%	ONE TIME COST 04/01/2046	$2,917	2,208
FACILITY FEE				
		ONE TIME COST 04/01/2018	$137,872	137,872
	0.0%	ONE TIME COST 04/01/2025	$137,872	137,872
	0.0%	ONE TIME COST 04/01/2032	$137,872	137,872
	0.0%	ONE TIME COST 04/01/2039	$137,872	137,872
	0.0%	ONE TIME COST 04/01/2046	$137,872	137,872
132. INPATIENT HOSPITALIZATION FOR DECUBITUS ULCER WITH FLAP				
PROFESSIONAL FEE				
	1.0%	04/01/2018 - 03/31/2028	$1,147	10,922
FACILITY FEE				
	0.0%	04/01/2018 - 03/31/2028	$75,714	757,140
133. INPATIENT HOSPITALIZATION FOR PNEUMONIA WITH RESPIRATORY FAILURE				
PROFESSIONAL FEE				
	1.0%	ONE TIME COST 06/01/2030	$2,917	2,584
	1.0%	ONE TIME COST 06/01/2039	$2,917	2,363
	1.0%	06/01/2039 - 06/30/2047	$972	6,118
FACILITY FEE				
	0.0%	ONE TIME COST 06/01/2030	$122,444	122,444
	0.0%	ONE TIME COST 06/01/2039	$122,444	122,444
	0.0%	06/01/2039 - 06/30/2047	$40,815	329,921
134. ATTENDANT				
	1.5%	04/01/2018 - 06/30/2047	$223,380	5,300,296
	1.5%	04/01/2018 - 06/30/2047	$18,615	441,691
OFFSET 24 HRS / DAY				
		ONE TIME COST 04/01/2018	($8,568)	(8,568)
	1.5%	ONE TIME COST 04/01/2025	($8,568)	(7,720)
	1.5%	ONE TIME COST 04/01/2032	($8,568)	(6,956)
	1.5%	ONE TIME COST 04/01/2039	($8,568)	(6,267)
	1.5%	ONE TIME COST 04/01/2046	($8,568)	(5,647)
	1.5%	04/01/2018 - 03/31/2028	($3,672)	(34,138)
	1.5%	ONE TIME COST 06/01/2030	($8,568)	(7,148)
	1.5%	ONE TIME COST 06/01/2039	($8,568)	(6,252)
	1.5%	06/01/2039 - 06/30/2047	($2,856)	(15,881)
OFFSET 2 HRS / DAY				
		ONE TIME COST 04/01/2018	($714)	(714)
	1.5%	ONE TIME COST 04/01/2025	($714)	(643)
	1.5%	ONE TIME COST 04/01/2032	($714)	(580)
	1.5%	ONE TIME COST 04/01/2039	($714)	(522)
	1.5%	ONE TIME COST 04/01/2046	($714)	(471)
	1.5%	04/01/2018 - 03/31/2028	($306)	(2,845)
	1.5%	ONE TIME COST 06/01/2030	($714)	(596)
	1.5%	ONE TIME COST 06/01/2039	($714)	(521)
	1.5%	06/01/2039 - 06/30/2047	($238)	(1,323)

DESCRIPTION	NET DISCOUNT RATE	TIME PERIOD	ANNUAL AMOUNT	PRESENT VALUE
135. SKILLED NURSING - REGISTERED NURSE				
	1.0%	04/01/2018 - 06/30/2047	$40,150	$1,019,350
OFFSET				
		ONE TIME COST 04/01/2018	($1,540)	(1,540)
	1.0%	ONE TIME COST 04/01/2025	($1,540)	(1,436)
	1.0%	ONE TIME COST 04/01/2032	($1,540)	(1,340)
	1.0%	ONE TIME COST 04/01/2039	($1,540)	(1,250)
	1.0%	ONE TIME COST 04/01/2046	($1,540)	(1,166)
	1.0%	04/01/2018 - 03/31/2028	($660)	(6,285)
	1.0%	ONE TIME COST 06/01/2030	($1,540)	(1,364)
	1.0%	ONE TIME COST 06/01/2039	($1,540)	(1,248)
	1.0%	06/01/2039 - 06/30/2047	($513)	(3,229)
136. CASE MANAGER				
	1.0%	04/01/2018 - 06/30/2047	$10,080	255,916
137. HOUSECLEANING				
	1.5%	04/01/2018 - 06/30/2047	$6,760	160,399
138. INTERIOR / EXTERIOR HOME MAINTENANCE				
	1.5%	04/01/2018 - 06/30/2047	$2,646	62,784
139. IPAD				
	2.0%	04/01/2018 - 06/30/2047	$193	4,289
140. IPAD SHATTERPROOF COVER				
	2.0%	04/01/2018 - 06/30/2047	$80	1,778
141. IPAD DATA PLAN				
	2.0%	04/01/2018 - 06/30/2047	$270	6,000
142. DRAGON NATURALLY SPEAKING SOFTWARE UPDATES				
	2.0%	04/01/2018 - 06/30/2047	$100	2,222
143. LARGE FOAM THERAPEUTIC WEDGE				
		ONE TIME COST 04/01/2018	$87	87
	2.0%	ONE TIME COST 04/01/2028	$87	71
	2.0%	ONE TIME COST 04/01/2038	$87	59
144. EASTSTAND EVOLV STANDING FRAME				
	2.0%	04/01/2018 - 06/30/2047	$1,815	40,331
145. STANDING FRAME MAINTENANCE				
	2.0%	04/01/2018 - 06/30/2047	$360	8,000
146. HAND SKATE ROLLER EXERCISER				
	2.0%	04/01/2018 - 06/30/2047	$34	756
147. ADJUSTABLE PLATFORM MAT				
	2.0%	ONE TIME COST 06/01/2027	$5,655	4,716
	2.0%	ONE TIME COST 06/01/2037	$5,655	3,869
148. MAT PLATFORM REPLACEMENT MAT				
	2.0%	06/01/2022 - 06/30/2047	$127	2,314
149. HEAD FLOAT				
	2.0%	04/01/2018 - 06/30/2047	$43	955

DESCRIPTION	NET DISCOUNT RATE	TIME PERIOD	ANNUAL AMOUNT	PRESENT VALUE
150. SECTIONAL RAFT				
	2.0%	04/01/2018 - 06/30/2047	$87	$1,933
151. POWER POOL LIFT				
		ONE TIME COST 04/01/2018	$7,782	7,782
	2.0%	ONE TIME COST 04/01/2028	$7,782	6,384
	2.0%	ONE TIME COST 04/01/2038	$7,782	5,237
152. POWER POOL LIFT SLINGS				
	2.0%	04/01/2018 - 06/30/2047	$325	7,222
153. RT300-SLSA FUNCTIONAL ELECTRICAL STIMULATION				
		ONE TIME COST 04/01/2018	$25,530	25,530
	2.0%	ONE TIME COST 10/01/2026	$25,530	21,574
	2.0%	ONE TIME COST 04/01/2035	$25,530	18,233
	2.0%	ONE TIME COST 10/01/2043	$25,530	15,407
154. FES ELECTRODES				
	2.0%	04/01/2018 - 06/30/2047	$618	13,732
155. FES REPLACEMENT STIMULATION CABLE				
	2.0%	04/01/2019 - 06/30/2047	$293	6,220
156. BIONESS H200 WIRELESS				
	2.0%	04/01/2018 - 06/30/2047	$2,107	46,819
157. BIONESS ELECTRODES				
	2.0%	04/01/2018 - 06/30/2047	$1,820	40,442
158. BIONESS BATTERY REPLACEMENT				
	2.0%	04/01/2018 - 06/30/2047	$250	5,555
159. ACTION TRACKER				
		ONE TIME COST 04/01/2018	$12,713	12,713
	2.0%	ONE TIME COST 04/01/2028	$12,713	10,429
	2.0%	ONE TIME COST 04/01/2038	$12,713	8,555
160. TRACKCHAIR RECHARGEABLE BATTERIES				
	2.0%	ONE TIME COST 06/01/2027	$200	167
	2.0%	ONE TIME COST 06/01/2037	$200	137
161. WHEELCHAIR ACCESSIBLE 4-WHEEL DRIVE VAN				
		ONE TIME COST 04/01/2018	$51,209	51,209
	2.0%	ONE TIME COST 04/01/2024	$51,209	45,470
	2.0%	ONE TIME COST 04/01/2030	$51,209	40,378
	2.0%	ONE TIME COST 04/01/2036	$51,209	35,853
	2.0%	ONE TIME COST 04/01/2042	$51,209	31,838
162. WHEELCHAIR ACCESSIBLE VAN EQUIPMENT MAINTENANCE				
	2.0%	04/01/2018 - 06/30/2047	$250	5,555
163. TRAVEL TO ENGLEWOOD, COLORADO				
	2.0%	04/01/2018 - 06/30/2047	$3,254	72,307
164. TRAVEL TO PHOENIX, ARIZONA				
	2.0%	04/01/2018 - 06/30/2047	$2,016	44,797

DESCRIPTION	NET DISCOUNT RATE	TIME PERIOD	ANNUAL AMOUNT	PRESENT VALUE
165. HOME MODIFICATIONS				
		ONE TIME COST 04/01/2018	$81,080	$81,080
	2.0%	ONE TIME COST 10/01/2032	$81,080	60,840
166. GULDMANN CEILING LIFT SYSTEM				
		ONE TIME COST 04/01/2018	$10,500	10,500
	2.0%	ONE TIME COST 04/01/2025	$10,500	9,140
	2.0%	ONE TIME COST 04/01/2032	$10,500	7,957
	2.0%	ONE TIME COST 04/01/2039	$10,500	6,928
	2.0%	ONE TIME COST 04/01/2046	$10,500	6,031
167. CEILING LIFT SLINGS				
	2.0%	04/01/2018 - 06/30/2047	$271	6,022
168. CEILING LIFT BATTERIES				
		ONE TIME COST 04/01/2018	$300	300
	2.0%	ONE TIME COST 04/01/2024	$300	266
	2.0%	ONE TIME COST 04/01/2030	$300	237
	2.0%	ONE TIME COST 04/01/2036	$300	210
	2.0%	ONE TIME COST 04/01/2042	$300	187
169. 60 HX AIR-COOLED GENERATOR				
	2.0%	ONE TIME COST 06/01/2027	$2,890	2,410
	2.0%	ONE TIME COST 06/01/2037	$2,890	1,977
170. GENERAC GENERATOR				
		ONE TIME COST 04/01/2018	$995	995
	2.0%	ONE TIME COST 04/01/2028	$995	816
	2.0%	ONE TIME COST 04/01/2038	$995	670
171. 200 GALLON PROPANE TANK				
	2.0%	04/01/2018 - 06/30/2047	$232	5,155

PRESENT VALUE
$14,282,286

FOOTNOTE:

[1] THE NET DISCOUNT RATE IS THE ANTICIPATED SPREAD BETWEEN THE RATE OF RETURN ON INVESTMENTS AND THE RATE OF INCREASE IN CARE COSTS AND SERVICES. THE RATE OF RETURN ON INVESTMENTS IS BASED UPON A MIX OF SHORT AND MEDIUM-TERM U.S. GOVERNMENT SECURITIES. RATES OF RETURN ARE REPORTED BY THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM. THE INCREASE IN THE COST OF MEDICAL CARE SERVICES AND COMMODITIES IS BASED ON THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS, MEDICAL CARE COMMODITIES AND SERVICES INDEXES. THE INCREASE IN THE COST OF NON-MEDICAL SERVICES IS BASED ON THE HOURLY COMPENSATION SERIES PUBLISHED BY THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS.

EXHIBIT 7

EXHIBIT 7

RELEASE
AND
SETTLEMENT AGREEMENT

WHEREAS, DARIA HARPER, individually and DANIEL WININGER, individually (hereinafter identified as "PLAINTIFFS"), have alleged claims against [redacted] (hereinafter referred to as "DEFENDANTS"), for damages allegedly sustained by PLAINTIFFS on or about June 9, 2015, which is the subject matter of Case Number A-16-738004-C in the Eighth Judicial District Court of the State of Nevada in and for the County of Clark.

WHEREAS, DEFENDANTS herein deny all liability whatsoever for any damages resulting from any allegations from the above incident against them or any of their employees or agents; and

WHEREAS, the parties are desirous of resolving the aforementioned claim;

NOW, therefore,

In and For Consideration of [redacted] to be paid to "LAW OFFICES OF MARSHALL SILBERBERG, LAW OFFICES OF THOMAS ALCH, DARIA HARPER and DANIEL WININGER," constituting payment for pain, suffering, disfigurement and past and future medical care needs allegedly caused by DEFENDANTS, in exchange for dismissal with prejudice of Case Number A-16-738004-C, PLAINTIFFS agree to assume responsibility for and to satisfy and discharge all applicable and legally enforceable liens, conditional payments, claims, bills and expenses arising from all medical, psychological, rehabilitative, hospital, skilled nursing, hospice, institutional or other care and treatment, benefits and related services, supplies, drugs, medication, durable medical equipment, and/or prostheses provided to PLAINTIFFS related to the disputed claims from the settlement funds, and to fully defend, indemnify and hold DEFENDANTS harmless from any and all such liens, conditional payments, claims, bills, costs, expenses, damages, recoveries and deficiencies including interest, penalties and reasonable attorney's fees that PLAINTIFFS may incur or which may arise, or relate to any subsequent litigation or liability of DEFENDANTS, or on account of any actions, claims or demands by lien holders including but not limited to Worker's Compensation, Medicare and/or Medicaid payments or conditional payments, liens and/or subrogation interests, if any. PLAINTIFFS further agree to and will instruct their attorneys to satisfy all applicable Worker's Compensation, State and Federal obligations from the settlement proceeds, including but not limited to those associated with Medicare and Medicaid, and not to withdraw that instruction for any reason, and further to authorize and/or permit their attorneys to take whatever steps are necessary to satisfy these obligations without interference, and assist counsel to the extent possible and necessary in their attempts to comply with this requirement. PLAINTIFFS specifically agree to assume responsibility for and to discharge any liens, subrogated or assigned claims, and/or conditional payments, bills or expenses paid by any governmental entity, governmental agency, governmental provider, third party insurance carrier or any other person or entity related to disputed claims, including but not limited to Medicare Secondary Payer claims for reimbursement

of conditional payments by Medicare, and to defend, indemnify and hold harmless DEFENDANTS from any and all liability or causes of action arising out of same, if any such obligation exists. Also, PLAINTIFFS agree to waive any actions or future claims against DEFENDANTS available under Medicare, Medicaid, and/or the SCHIP Extension Act of 2007 and their related amendments.

1. **RELEASE.** PLAINTIFFS do hereby forever discharge and release DEFENDANTS, their past and present employer(s), past and present affiliates , past and present partners, past and present employees, past and present parent companies, past and present joint venturers, predecessors, attorney(s), agents, successors and assigns (identified hereafter as "RELEASEES") from any and actions or causes of actions, suits, claims, counterclaims, contracts, promises, liabilities, debts, damages, sums of money, accounts and demands whatsoever which PLAINTIFFS now or have ever had against DEFENDANTS, their past and present employer(s), past and present affiliates , past and present partners, past and present employees, past and present parent companies, past and present joint venturers, predecessors, attorney(s), agents, successors and assigns for any and all claims for damages alleged regarding the above incident and any claim, litigation cause of action or controversy asserted against his past and present employer(s), past and present affiliates, past and present partners, past and present employees, past and present parent companies, past and present joint venturers, predecessors, attorney(s), agents, successors and assigns, arising from payments made for or concerning damages in the form of personal injury pain and suffering alleged as a result of the incident which is the subject of the aforementioned claim.

2. **INDEMNITY AND HOLD HARMLESS.** Except as stated above, PLAINTIFFS do hereby agree to hold harmless and indemnify RELEASEES against all loss, damage, and tax incurred in the future as a result of any claims, litigation or controversy concerning any claim resulting from the aforementioned events, which are described more fully in pleadings filed in Case Number A-16-738004-C in the Eighth Judicial District Court of the State of Nevada in and for the County of Clark. PLAINTIFFS agree to hold RELEASEES harmless and to indemnify RELEASEES, for any claims arising from payments made to PLAINTIFFS for damages alleged as a result of the allegations of the above aforementioned events which are the subject of this dispute, which are described more fully in pleadings filed in Case Number A-16-738004-C in the District Court, Clark County Nevada. PLAINTIFFS do hereby agree to hold harmless and indemnify RELEASEES for and against all liens including any action by any current or prior counsel for PLAINTIFFS, Medicare or Medicaid by reason of the foregoing matter.

3. **GOVERNING LAW.** This agreement shall be interpreted under the laws of the State of Nevada and shall be binding on the parties hereto, their successors, assigns, heirs, and personal representatives.

4. **SETTLEMENT AND COMPROMISE.** It is further agreed and understood by PLAINTIFFS, that this agreement and release does not amount to an admission of any kind

of fault or liability on the part of RELEASEES, that this agreement represents a full and good faith compromise and settlement of any and all claims PLAINTIFFS now have, or ever had against RELEASEES as a result of any allegations regarding the above events; and this Agreement and Release is fully binding upon PLAINTIFFS and is fully binding upon RELEASEES.

5. **SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

6. **COUNTERPARTS.** It is further agreed by all parties that this settlement Agreement and Release may be executed in counterparts and will have the same force and effect and be fully binding as though the document was executed simultaneously in one physical location.

7. **ENTIRE AGREEMENT.** The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Settlement Agreement and Release contains the entire agreement between the parties hereto, and that the terms of his Release are contractual and not a mere recital.

8. **GOOD FAITH.** PLAINTIFFS and DEFENDANTS hereby agree that the above terms and conditions constitute a complete settlement of all claims resulting from the aforementioned events, and dismissal of all claims as against DEFENDANTS and/or RELEASEES, with prejudice, was arrived at through arms-length negotiations, and entered into in good faith and is therefore a reasonable and good faith sum in settlement and release of all PLAINTIFFS' claims against DEFENDANTS and/or RELEASEES.

9. **CLASSIFICATION OF SETTLEMENT FUNDS.** All sums set forth herein constitute damages on account of physical injuries within the meaning of Section 104(a)(2) of the IRC of 1986, as amended.

10. **COLLATERAL SOURCE EVIDENCE.** Pursuant to NRS 42.021, and as allowed by the Court in the above described action, Defendants introduced evidence of Plaintiffs' health insurance for payment of Plaintiffs' past medical expenses. Defendants intended to argue that Plaintiffs were not entitled to an award of past medical payments by reason of the payment by Plaintiffs' insurer. The parties agree and acknowledge by reason of the admission of collateral source evidence, there was a substantial likelihood the jury would not have awarded any damages for past medical expenses or related costs.

11. **CONFIDENTIALITY.** PLAINTIFFS do hereby agree not to disclose that this matter was settled, the amount of this settlement, the approximate amount of the settlement or any offer or counter-offer made between the parties, to any person(s), entity (ies), on any form of social media, or to any media or media representative. Nothing in this agreement shall

in any way limit PLAINTIFFS' ability to cooperate with, provide information or provide testimony in connection with any proceeding before the Nevada Board of Medical Examiners or to any governmental agency.

12. **MEDICARE.** The PLAINTIFFS declare and expressly warrant that they are not Medicare eligible nor within thirty (30) months of becoming Medicare eligible; is not 65 years of age or older; is not suffering from end stage renal failure or amyotrophic lateral sclerosis; has not received Social Security benefits for 24 months or longer; and has not applied for Social Security benefits, and/or has not been denied Social Security disability benefits and appealing the denial. Relying on these representations, no Medicare Set Aside Allocation ("MSA") is being established. In the event that any of the above information provided by PLAINTIFFS is false or in any way incorrect, PLAINTIFFS shall be solely liable for any and all actions, cause of actions, penalties, claims, costs, services, compensation or the like resulting from these inaccuracies. PLAINTIFFS acknowledge that Medicare may require PLAINTIFFS to exhaust the entire settlement proceeds on Medicare covered expenses should they become Medicare eligible within thirty (30) months. PLAINTIFFS specifically waive any claims for damages against DEFENDANTS and/or RELEASEES, including a private cause of action provided in the MSP, 42 U.S.C. Section 1395(b)(3)(A), should Medicare deny coverage for any reason, including the failure to establish a set aside allocation to protect Medicare's interest. PLAINTIFFS, upon advice of counsel, and in accord with the release, agree that any and all applicable medical and other liens related to this litigation are to be paid out of the settlement proceeds, and that Medicare and any other liens related to this litigation are to be paid out of the settlement proceeds, and that Medicare and any other lien claims are the sole responsibility of PLAINTIFFS, with nothing further to be sought from DEFENDANTS and/or RELEASEES. In the event that this information is false or in any way incorrect, PLAINTIFFS expressly warrant and agree that said liens will be their sole responsibility and will be paid from these settlement proceeds with nothing further to be sought from DEFENDANTS and/or RELEASEES.

WHEREFORE, PLAINTIFFS, DARIA HARPER, individually and DANIEL WININGER, individually, hereto set their hand and seal this

10 day of May 2018.

Daria Harper
DARIA HARPER

DANIEL WININGER

ACKNOWLEDGMENT

STATE OF ~~NEVADA~~ ARIZONA)
) ss:
COUNTY OF ~~CLARK~~ MOHAVE)

On the 10th day of May, 2018, before me the undersigned, a Notary Public, personally appeared DARIA HARPER, known to me to be the person(s) who executed the foregoing settlement agreement and general release and acknowledged that he/she has done so as his/her free act and deed.

IN TESTIMONY WHEREOF, I have here into set my hand and affix my official seal the day and year last above written.

Tabitha Martin
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF ~~NEVADA~~ ARIZONA)
) ss:
COUNTY OF ~~CLARK~~ MOHAVE)

On the 10th day of May, 2018, before me the undersigned, a Notary Public, personally appeared DANIEL WININGER, known to me to be the person(s) who executed the foregoing settlement agreement and general release and acknowledged that he/she has done so as his/her free act and deed.

IN TESTIMONY WHEREOF, I have here into set my hand and affix my official seal the day and year last above written.

TABITHA MARTIN NOTARY PUBLIC MOHAVE COUNTY, ARIZONA COM. EXP. 02-13-2019

Tabitha Martin
NOTARY PUBLIC

Approved as to form and content:

Daria Harper
DARIA HARPER

Daniel Wininger
DANIEL WININGER

Thomas S. Alch, Esq.
LAW OFFICES OF THOMAS S. ALCH
500 N. Rainbow Blvd, Suite 300
Las Vegas, Nevada 89107
Attorneys for Plaintiffs

EXHIBIT 8

EXHIBIT 8

July 2, 2018

VIA EMAIL AND U.S. MAIL

Pam Fudge
Recovery Specialist
Legal Department
CopperPoint Insurance Companies
3030 N. 3rd Street
Phoenix, AZ 85012-3039
FAX – (602)631-2188

Re: Daria Harper
Claim No.: 14G01532
DOI: 08/11/2014
Employer: Islander RV Resort LLC

Dear Ms. Fudge:

I received your letter dated June 22, 2018, regarding your request for an update and your claim to a lien in this matter. As of this time, Mrs. Harper's case has settled. You were not made aware of the settlement because CopperPoint is not entitled to a lien, as will be explained in more detail below.

As I understand it, CopperPoint claims it is entitled to a lien based upon A.R.S. § 23-1023(D). Mrs. Harper's case was never filed in Arizona, it was filed, litigated, and resolved in Nevada as that is where the injury occurred. Hence, Arizona law has no application or enforceability in Nevada. Therefore, the aforementioned code section does not permit a lien in another state, which is a position supported by the Nevada courts and case law.

As for Nevada law, that State does not permit Workers' Compensation to assert a lien in a medical malpractice case. NRS § 42.021 sets forth "**In an action for injury or death against a provider of health care based upon professional negligence**, if the defendant so elects, the defendant may introduce evidence of any amount payable as a benefit to the plaintiff as a result of the injury or death pursuant to the United States Social Security Act, any state or federal income disability or **worker's compensation** act, any health, sickness or income-disability insurance, accident insurance that provides health benefits or income-disability coverage, and any contract or agreement of any group, organization, partnership or corporation to provide, pay for or reimburse the cost of medical, hospital, dental or other health care services. If the defendant elects to introduce such evidence, the plaintiff may introduce evidence of any amount that the plaintiff has

paid or contributed to secure the plaintiff's right to any insurance benefits concerning which the defendant has introduced evidence."

Section 42.021, goes on to state, specifically in subsection (2), that "a source of collateral benefits introduced pursuant to subsection (1) **may not….(a) Recover any amount against the plaintiff**." (I have attached a copy of this statute for your convenience). Quite clearly, this means that in the State of Nevada, any workers compensation insurance company may not recover any amount against a plaintiff. This also means that any such insurance company may not place a lien on any proceeds of a settlement.

Here, there is no dispute that Mrs. Harper suffered an injury in the State of Nevada as a result of medical malpractice. For this reason, Mrs. Harper's case was filed in Nevada, governed by Nevada law, thereby implicating the statute cited above, along with the protections that preclude CopperPoint having a lien on any proceeds. Nevada law is identical to California law, and Courts in both states do not permits liens, such as the one to which you claim to be entitled.

Moving forward, it is my expectation, and that of my client, that CopperPoint will continue to provide for Mrs. Harper's care. Should CopperPoint at any point in time intentionally, or otherwise, withhold any medical care to which Mrs. Harper is entitled, our office will take immediate legal action.

Please call to discuss the foregoing.

I remain,

Very truly yours,

Marshall Silberberg

EXHIBIT 9

EXHIBIT 9

NOTICE OF CLAIM STATUS

Carrier or Self-Insured Name and Address	
CopperPoint General Insurance Company / CLAIMS DEPT. P.O. Box 33069 Phoenix, AZ 85067-3069	ICA Claim No. 20142520533
	Soc. Sec. No. ###/##/####
	SSN not required if correct ICA claim number is provided
Authorized Third Party Administrator (TPA) Name and Address	Carrier Claim No. 14G01532
	Employer ISLANDER RV RESORT LLC
Claimant's Name and Address	Address LAKE HAVASU CITY, AZ 86403
DARIA HARPER 3336 DATE PALM DR. LAKE HAVASU CITY, AZ 86404	LAKE HAVASU CITY, AZ 86403
	Date of Injury 08/11/2014

☐ 1. Claim is accepted.

☐ 2. Claim is denied.

☐ 3. No temporary compensation paid because the claimant has not currently sustained a temporary disability entitlement attributable to this injury beyond seven consecutive days.

☐ 4. Enclosed check for _____ for period of _____ through _____. Seven days deducted if disability is less than 14 calendar days. Payment has been made based on 66 ⅔ percent of the wage of _____ based on the following:

☐ A. Statutory minimum or estimated monthly wage pending determination of Average Monthly Wage within 30 days.

☐ B. Average monthly wage at time of injury (see attached calculation), subject to final determination by the Industrial Commission of Arizona within 30 days.

☐ 5. Return to light duty effective _____. Per A.R.S. §23-1044(A) and A.R.S. §23-1062(D) benefits are payable at least monthly. Return to regular duty effective _____.

☐ 6. Temporary compensation and active medical treatment terminated on _____ because claimant was discharged.

☐ 7. Injury resulted in no permanent disability.

☐ 8. Injury resulted in permanent disability. Amount of permanent benefits, if any, and supportive medical maintenance benefits, if any, will be authorized by separate Notice.

☐ 9. Petition to Reopen accepted.

☐ 10. Petition to Reopen denied.

☑ 11. Other: • Pursuant to A.R.S. § 23-1023, CopperPoint has a lien against Claimant's third-party recovery from a medical malpractice action (case No. A-16-738004-C) brought in the District Court of Clark County, Nevada, in an amount equal to compensation

Mailed on: 10/30/2019 By: Jeff de Veuve

Copy to: Industrial Commission of Arizona (Authorized Representative) Tel. #: (602) 631-2966

The insurance carrier/employer will, upon request, provide claimant a copy of the medical report to support Findings 5, 6, 7 or 8.

NOTICE TO CLAIMANT: If you do not agree with this NOTICE and wish a hearing on the matter, your written Request for Hearing must be received at either office of the Industrial Commission listed below within NINETY (90) DAYS after the date of mailing of this Notice, pursuant to A.R.S. 23-941 and 23-947. IF NO SUCH APPLICATION IS RECEIVED WITHIN THAT NINETY DAY PERIOD, THIS NOTICE IS FINAL.

AVISO AL RECLAMANTE: Si usted no esta de acuerdo con este AVISO, y desea una audiencia en este caso, su peticion por escrito pidiendo una audiencia debera ser recibida en cualquira de las oficinas de la Comision Industrial a las direcciones abajo indicadas dentro de NOVENTA (90) DIAS despues de la fecha de este AVISO, de acuerdo con las leyes A.R.S. 23-941 y 23-947. SI DICHA PETICION NO ESTA RECIBIDA DENTRO DEL PERIODO DE NOVENTA (90) DIAS, ESTE AVISO SERA CONSIDERADO FINAL.

Phoenix Office: Industrial Commission of Arizona
800 W Washington Street
Phoenix, Arizona 85007-2922

PO Box 19070
Phoenix, AZ 85005-9070

Tucson Office: Industrial Commission of Arizona
2675 E Broadway
Tucson, Arizona 85716-5342

THIS FORM APPROVED BY THE INDUSTRIAL COMMISSION OF ARIZONA FOR CARRIER USE

Form ICA 0104 - Rev 6/2019

Date: 10/30/19

Claimant Name: Daria Harper

Claim Number: 14G01532

11. Continued from page 1

• and medical, surgical, and hospital benefits paid by CopperPoint.

• CopperPoint is entitled to accrued interest on the lien from the date settlement proceeds were disbursed.

• CopperPoint is entitled to a future credit against Claimant's recovery equal to the amount of money received by the Claimant in the malpractice action after subtracting expenses and attorney fees.

• CopperPoint is not required to pay claimant compensation or medical, surgical, or hospital benefits until the claimant's post-settlement accrued entitlement to compensation and medical benefits exceeds the credit amount.

• To the extent the settlement in the malpractice action was less than the workers' compensation benefits provided by CopperPoint, Claimant's failure to obtain CopperPoint's prior approval before settling results in forfeiture of her workers' compensation claim.

CC: Marshall Silberberg
William Stephens Collins
LAW OFFICES OF MARSHALL SILBERBERG
3333 Michelson Drive, Suite 710
Irvine, CA 92612

EXHIBIT 10

EXHIBIT 10

CopperPoint Insurance Companies

3030 N 3rd Street | Phoenix AZ | 85012

April 2, 2020

VIA CERTIFIED AND U.S. MAIL

Ms. Daria Harper
3336 Date Palm Drive
Lake Havasu, AZ 86404

Re: Daria Harper
Claim No.: 14G01532
DOI: 08/11/2014
Employer: Islander RV Resort LLC

Dear Ms. Harper:

We are writing to you with regard to the status of your workers' compensation claim and CopperPoint Mutual Insurance Company's ("CopperPoint") lien rights. As you already know, you settled your medical malpractice action (Case No. A-16-738004-C in the District Court of Clark County, Nevada) without CopperPoint's consent, as is required by Arizona law. You also have not resolved CopperPoint's lien for the worker's compensation benefits paid to you. As you are also well aware, CopperPoint has tried to work toward a resolution of these matters for over a year through your counsel but to no avail. As a result, there are presently pending proceedings before the Arizona Industrial Commission pertaining to CopperPoint's lien.

Throughout the last several years, and despite the lack of cooperation on your behalf in seeking resolution of the lien, CopperPoint has continued to pay to you a full range of workers compensation benefits which to date amounts to millions of dollars. CopperPoint has tried repeatedly to work with you on resolving the lien, even though you did: a) not bother to inform CopperPoint of the settlements when they were reached, b) failed to obtain CopperPoint's consent to the settlements as required by law, and c) continually refused to provide the amounts of the settlements. In fact, the amounts paid appear to exceed the amount of funds received by you personally in the settlement of your litigation.

CopperPoint is entitled to interest on the lien amount since the date of your medical malpractice settlements in 2018. Further, CopperPoint is entitled to a credit against future workers compensation payments to you equal to the amount of money you received in the medical malpractice settlements less appropriate expenses and attorneys' fees.

CopperPoint has been very accommodating in seeking a resolution of the lien issue for so long. This is especially true given the medical malpractice settlements were effectively and intentionally kept secret from CopperPoint. Moreover, when CopperPoint learned on its own of the settlements, information concerning the amount and terms of the settlements were still withheld and no attempt to resolve the lien was made on your behalf. As of this letter, we are approximately five months since the filing of CopperPoint's Notice of Claim Status and there still has been no

action by you to address CopperPoint's outstanding lien. Nevertheless, CopperPoint continued to pay full workers compensation payments to you even though it was not legally required. However, this benevolent conduct by CopperPoint cannot continue indefinitely.

Therefore, please be informed:

COPPERPOINT WILL TERMINATE PAYMENT OF YOUR WORKERS' COMPENSATION BENEFITS EFFECTIVE THIRTY DAYS FROM THE DATE OF THIS LETTER.

No further benefits will be paid until your post-settlement accrued entitlement to compensation and medical benefits exceeds CopperPoint's credit for its lien. It is anticipated this may result in no further benefits becoming payable in the future.[1]

If you have any questions, please feel free to contact us.

Very truly yours,

COPPERPOINT MUTUAL INSURANCE COMPANY

Ginny Arnett Caro

By
Ginny Arnett Caro

cc: Adam Palmer, Esq.

[1] Moreover, to the extent the settlement in your malpractice action was less than the workers' compensation benefits provided by CopperPoint, your failure to obtain CopperPoint's prior approval before settling the malpractice claim results in a forfeiture of your workers' compensation claim.

EXHIBIT 11

EXHIBIT 11

NOTICE OF CLAIM STATUS

Carrier or Self-Insured Name and Address		
CopperPoint General Insurance Company 3030 N 3rd St Phoenix, AZ 85012	ICA Claim No.	20142520533
	Soc. Sec. No.	
Authorized Third Party Administrator (TPA) Name and Address	**SSN not required if correct ICA claim number is provided**	
	Carrier Claim No.	14G01532
	Employer	Islander RV Resort LLC
Claimant's Name and Address Daria Harper C/O SCHIFFMAN LAW OFFICE PC 4506 N 12TH ST PHOENIX AZ 85014	Address	751 Beachcomber Blvd Lake Havasu City, AZ 86403
	Date of Injury	08/11/2014

☐ 1. Claim is accepted.

☐ 2. Claim is denied.

☐ 3. No temporary compensation paid because the claimant has not currently sustained a temporary disability entitlement attributable to this injury beyond seven consecutive days.

☐ 4. Enclosed check for _____ for period of _____ through _____. Seven days deducted if disability is less than 14 calendar days. Payment has been made based on 66 ⅔ percent of the wage of _____ based on the following:

☐ A. Statutory minimum or estimated monthly wage pending determination of Average Monthly Wage within 30 days.

☐ B. Average monthly wage at time of injury (see attached calculation), subject to final determination by the Industrial Commission of Arizona within 30 days.

☐ 5. Return to light duty effective _____. Per A.R.S. §23-1044(A) and A.R.S. §23-1062(D) benefits are payable at least monthly. Return to regular duty effective _____.

☐ 6. Temporary compensation and active medical treatment terminated on _____because claimant was discharged.

☐ 7. Injury resulted in no permanent disability.

☐ 8. Injury resulted in permanent disability. Amount of permanent benefits, if any, and supportive medical maintenance benefits, if any, will be authorized by separate Notice.

☐ 9. Petition to Reopen accepted.

☐ 10. Petition to Reopen denied.

☒ 11. Other: Future compensation, medical, surgical, hospital, pharmacy, caretaker & other benefits payable to applicant or behalf of applicant are terminated effective May 2, 2020 until CopperPoint's current lien of $3,171,095.00 is fully exhausted

Mailed on: 05/01/2020 By: Jeffrey Deveuve

Copy to: Industrial Commission of Arizona (Authorized Representative) Tel. #: (602) 631-2300

The insurance carrier/employer will, upon request, provide claimant a copy of the medical report to support Findings 5, 6, 7 or 8.

NOTICE TO CLAIMANT: If you do not agree with this NOTICE and wish a hearing on the matter, your written Request for Hearing must be received at either office of the Industrial Commission listed below within NINETY (90) DAYS after the date of mailing of this Notice, pursuant to A.R.S. 23-941 and 23-947. IF NO SUCH APPLICATION IS RECEIVED WITHIN THAT NINETY DAY PERIOD, THIS NOTICE IS FINAL.

AVISO AL RECLAMANTE: Si usted no esta de acuerdo con este AVISO, y desea una audiencia en este caso, su peticion por escrito pidlendo una audiencia debera ser recibida en cualquira de las oficinas de la Comision Industrial a las direcciones abajo indicadas dentro de NOVENTA (90) DIAS despues de la fecha de este AVISO, de acuerdo con las leyes A.R.S. 23-941 y 23-947. SI DICHA PETICION NO ESTA RECIBIDA DENTRO DEL PERIODO DE NOVENTA (90) DIAS, ESTE AVISO SERA CONSIDERADO FINAL.

Phoenix Office:	Industrial Commission of Arizona 800 W Washington Street Phoenix, Arizona 85007-2922 PO Box 19070 Phoenix, AZ 85005-9070	Tucson Office:	Industrial Commission of Arizona 2675 E Broadway Tucson, Arizona 85716-5342

THIS FORM APPROVED BY THE INDUSTRIAL COMMISSION OF ARIZONA FOR CARRIER USE

Form ICA 0104 - Rev 6/2019

EXHIBIT 12

EXHIBIT 12

KeyCite Yellow Flag - Negative Treatment
Distinguished by Photias v. Doerfler, Cal.App. 2 Dist., May 22, 1996

37 Cal.3d 174
Supreme Court of California.

Warren H. BARME, Jr., et al., Plaintiffs,
v.
Gayanne WOOD et al., Defendants and Respondents;
City of Huntington Park, Intervener and Appellant.

L.A. 31484.
|
Nov. 8, 1984.

Synopsis
By his wife and conservator, city police officer who suffered brain damage in course of open heart surgery brought medical malpractice action. The city, a self-insured workers' compensation carrier, filed complaint in intervention, seeking to recover from medical malpractice defendants expenses it incurred in providing workers' compensation benefits to officer. The Superior Court, Los Angeles County, Rosemary M. Dunbar, J., awarded defendants summary judgment against city, and city appealed. The Supreme Court, Kaus, J., held that statute which precludes a "collateral source" which has provided medical expenses or other benefits to a medical malpractice plaintiff from obtaining reimbursement of those expenses from medical malpractice defendant does not violate due process or equal protection.

Affirmed.

Mosk, J., dissented with opinion in which Bird, C.J., concurred.

Opinion, 122 Cal.App.3d 395, 176 Cal.Rptr. 42, vacated.

West Headnotes (3)

[1] **Workers' Compensation** Right of Action of Employee or Representative Generally

An employer's right to seek reimbursement from a third party for workers' compensation benefits that employer is legally obligated to provide is of statutory origin and is properly subject to legislative regulation or abolition. West's Ann.Cal.Labor Code § 3852.

2 Cases that cite this headnote

[2] **Constitutional Law** Professional Malpractice
Subrogation Nature and Theory of Right

Statute which precludes a "collateral source" which has provided medical expenses or other benefits to a plaintiff in a medical malpractice case from obtaining reimbursement of those expenses from medical malpractice defendant does not violate due process, since statute is rationally related to legitimate public interest in reducing cost of medical malpractice insurance. U.S.C.A. Const.Amend. 14; West's Ann.Cal.Civ.Code § 3333.1(b).

31 Cases that cite this headnote

[3] **Constitutional Law** Medical Malpractice
Constitutional Law Workers' Compensation and Employers' Liability
Payment Statutory Provisions
Subrogation Nature and Theory of Right

Statute precluding a "collateral source" which has provided medical expenses or other benefits to a plaintiff in a medical malpractice case from obtaining reimbursement of such expenses from medical malpractice defendant does not violate equal protection, on theory that it affords medical malpractice defendants benefits not afforded to other tort defendants and imposes a burden on employers who provide workers' compensation benefits to victims of medical malpractice that is not imposed on employers in other situations, since legislature could properly limit statute's application to medical malpractice actions. U.S.C.A. Const.Amend. 14; West's

Ann.Cal.Civ.Code § 3333.1(b).

12 Cases that cite this headnote

Attorneys and Law Firms

***817 *176 **447 Kegel, Tobin & Hamrick, Kegel & Tobin, Clinton M. Hodges and David E. Lister, Los Angeles, for intervener and appellant.

Burke, Williams & Sorensen and Brian A. Pierik, Los Angeles, as amici curiae on behalf of intervener and appellant.

Shield & Smith, Los Angeles, Home & Clifford, North Hollywood, Ball, Hunt, Hart, Brown & Baerwitz, Beverly Hills, Horvitz & Greines, Horvitz & Levy, Ellis J. Horvitz, Encino, Irving H. Greines, Beverly Hills, S. Thomas Todd, Kent L. Richland and John L. Klein, Encino, for defendants and respondents.

Latham & Watkins, Bryant C. Danner, Donald P. Newell, Joseph A. Wheelock, Jr., Los Angeles, and Milton A. Miller, Newport Beach, as amici curiae on behalf of defendants and respondents.

Opinion

KAUS, Justice.

In our recent decision in *American Bank & Trust Co. v. Community Hospital* (1984) 36 Cal.3d 359, 204 Cal.Rptr. 671, 683 P.2d 670, ***177** we reviewed a wide-ranging constitutional challenge to one provision of the Medical Injury Compensation Reform Act of 1975 (MICRA), a section which authorized the periodic payment of damages in medical malpractice actions. (Code Civ.Proc., § 667.7.) We concluded that the provision was constitutional. In this case, we face a somewhat similar challenge to another provision of MICRA, Civil Code section 3333.1, subdivision (b),[1] which precludes a so-called "collateral source" which has provided medical expenses or other benefits to the plaintiff in a medical malpractice case from obtaining reimbursement of those expenses from a medical malpractice defendant. As in *American Bank,* we conclude that the Legislature acted within its constitutional authority in enacting the provision in question.

I

In November 1977, plaintiff Warren H. Barme, Jr., a police officer employed by the City of Huntington Beach, suffered a heart attack while on duty. Shortly thereafter, he underwent open heart surgery at St. Francis Hospital of Lynwood; during the surgery, he sustained brain damage. In April 1978, Barme and his wife brought this action against the hospital as well as a number of doctors and a nurse involved in his treatment, alleging that the brain damage was caused by their negligence.

In September 1978, the City of Huntington Beach, a self-insured workers' compensation carrier, filed a complaint in intervention, seeking to recover from defendants ***818 **448 the expenses it had incurred, and was continuing to incur, in providing workers' compensation benefits to Barme. (Lab.Code, § 3852.)[2] The complaint alleged that as of September 1978, the city had ***178** paid approximately $79,000 in such benefits; the total amount of benefits was expected to exceed $150,000. The city asserted that these expenditures were proximately caused by defendants' negligence.

In August 1979, defendants moved for summary judgment with respect to the city's complaint in intervention, maintaining that recovery by the city was barred under section 3333.1, subdivision (b).[3] The city opposed the motion primarily on the ground that section 3333.1, subdivision (b) was unconstitutional under equal protection and due process principles.[4] The trial court disagreed and granted summary judgment in favor of defendants. The city appeals.

II

In *American Bank,* we summarized the medical malpractice insurance "crisis" which gave rise to the MICRA legislation. "The problem which was the immediate impetus to the enactment of MICRA arose when the insurance companies which issued virtually all of the medical malpractice insurance policies in California determined that the costs of affording such coverage were so high that they would no longer continue to provide such coverage as they had in the past. Some of the insurers withdrew from the medical malpractice field

entirely, while others raised the premiums which they charged to doctors and hospitals to what were frequently referred to as 'skyrocketing' rates. As a consequence, many doctors decided either to stop ***179** providing medical care with respect to certain high risk procedures or treatment, to terminate their practice in this state altogether, or to 'go bare,' i.e., to practice without malpractice insurance. The result was that in parts of the state medical care was not fully available, and patients who were treated by uninsured doctors faced the prospect of obtaining only unenforceable judgments if they *****819 **449** should suffer serious injury as a result of malpractice." (36 Cal.3d at p. 371, 204 Cal.Rptr. 671, 683 P.2d 670.)

We explained that MICRA "attacked the problem on several fronts. In broad outline, the act (1) attempted to reduce the incidence and severity of medical malpractice injuries by strengthening governmental oversight of the education, licensing and discipline of physicians and health care providers, (2) sought to curtail unwarranted insurance premium increases by authorizing alternative insurance coverage programs and by establishing new procedures to review substantial rate increases, and (3) attempted to reduce the cost and increase the efficiency of medical malpractice litigation by revising a number of legal rules applicable to such litigation." (*Id.* at pp. 363–364, 204 Cal.Rptr. 671, 683 P.2d 670.)

The collateral source provision before us—like the periodic payment of damages provision at issue in *American Bank* —is one of the provisions of MICRA which was intended to reduce the cost of medical malpractice insurance. Section 3333.1, *subdivision (a)* —which is not at issue here—authorizes a defendant in a medical malpractice action to introduce evidence of a variety of "collateral source" benefits—including health insurance, disability insurance or worker's compensation benefits. Apparently, the Legislature's assumption was that the trier of fact would take the plaintiff's receipt of such benefits into account by reducing damages.[5] Section 3333.1, *subdivision (b)* —the provision challenged here—provides, in turn, that ***180** "[*n*]*o source of collateral benefits introduced pursuant to subdivision (a)* shall recover any amount against the plaintiff nor *shall* it *be subrogated to the rights of a plaintiff against a defendant.*" The city apparently concedes that this provision was intended to eliminate the right it would otherwise have under Labor Code section 3852 to seek reimbursement from a medical malpractice defendant. It argues, however, that section 3333.1, subdivision (b) is unconstitutional, violating its rights to both due process and equal protection. Neither contention has merit.

A

[1] The city acknowledges that an employer's right to seek reimbursement from a third party for workers' compensation benefits that the employer is legally obligated to provide is of statutory origin and is properly subject to legislative regulation or abolition.[6] The city contends, however, that the due process clause prohibits the ****450** Legislature from *arbitrarily* eliminating *****820** this right, and maintains that section 3333.1, subdivision (b) is arbitrary because it bears no rational relation to a legitimate public purpose.

[2] We cannot agree. As we explained in *American Bank,* the Legislature could properly determine, in light of the facts before it, that the public interest of the state would be served by the adoption of measures which reduced the cost of medical malpractice insurance. "By reducing such costs, the Legislature hoped (1) to restore insurance premiums to a level doctors and hospitals could afford, thereby inducing them to resume providing medical care to all segments of the community, and (2) to insure that insurance would in fact be available as a protection for patients injured through medical malpractice." (36 Cal.3d at p. 372, 204 Cal.Rptr. 671, 683 P.2d 670.) The retention of adequate medical care and the preservation of adequate insurance coverage are clearly legitimate public interests.

It is just as clear that section 3333.1, subdivision (b) is rationally related to the objective of reducing the cost of medical malpractice insurance. By prohibiting "collateral sources" from obtaining reimbursement from medical malpractice defendants or their insurers, the section obviously reduces the potential liability of such defendants. (See *California Physicians' Service v. Superior Court* (1980) 102 Cal.App.3d 91, 97, 162 Cal.Rptr. 266.) The Legislature could rationally conclude that this would lead to lower malpractice insurance premiums.

***181** Although the city points out that any savings in malpractice premiums is likely to be offset by higher premiums for workers' compensation, health and disability insurance and the like, that circumstance does not undermine the rationality of the legislation. Assuming that section 3333.1, subdivision (b) would not reduce the total costs caused by malpractice, the Legislature could have determined that by redistributing the financial impact of malpractice among the different types of

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insurers involved in the health field, the costs would be spread over a wider base, alleviating the immediate problems posed by a growing cadre of uninsured doctors and a potential shortage of medical care.

The city also contends that the legislation is arbitrary because it shifts some of the cost of medical malpractice from *negligent* health care providers to *innocent* —i.e., nonnegligent—employers or insurers. In the first place, to put the matter in perspective, it must be remembered that by and large the insurers who are burdened by the provision have been paid a fee or premium to provide the health or other benefits covered by their policies; employers, like the city in this case, who have chosen to be self-insured presumably have decided that it is in their self-interest to do so in order to save the insurance premium they would otherwise incur. Because the injury in this case arose well after the enactment of MICRA, we can only assume that the city—and other insurers—took into account the elimination of the right to reimbursement in making the relevant economic decisions. In this context, the asserted "innocence" of the employer or insurer has little meaning.

Furthermore, the due process clause does not demand that the Legislature invariably allocate liability on a negligence or fault basis. The Legislature may well have determined that only by shifting some of the costs of malpractice from a negligent defendant to the victim's own "first party" insurers, would the victim retain a realistic opportunity to obtain any damages from malpractice insurance. Insistence on having malpractice defendants and their insurers bear all of the loss might have meant that no malpractice insurance would have been offered or that many doctors would have practiced uninsured. Rather than reducing the malpractice victim's recovery beyond that mandated by other MICRA provisions (see, e.g. § 3333.2, subd. (b) [limiting recovery for noneconomic losses to $250,000]), the Legislature may have decided that it was preferable to require the victim's health or workers' compensation ****451** insurer to absorb some of the loss. Policy *****821** judgments of this nature are clearly within the legislative prerogative.

B

[3] The city alternatively argues that section 3333.1, subdivision (b) denies equal protection, affording medical malpractice defendants benefits ***182** not afforded to other tort defendants and imposing a burden on employers who provide benefits to victims of medical malpractice that is not imposed on employers in other situations. We rejected a similar argument in *American Bank,* explaining that the statutory changes were limited to medical malpractice actions because that was the area in which the crisis which precipitated the legislation arose. (36 Cal.3d at pp. 370–373, 204 Cal.Rptr. 671, 683 P.2d 670.) Since, as we have just discussed, the provisions of section 3333.1, subdivision (b) were clearly intended to alleviate those same problems, the Legislature did not violate equal protection principles in limiting the section's application to medical malpractice actions.[7]

The judgment is affirmed.

BROUSSARD, REYNOSO, GRODIN and LUCAS, JJ.

MOSK, Justice, dissenting.

I dissent.

In *American Bank & Trust Co. v. Community Hospital* (1984) 36 Cal.3d 359, 204 Cal.Rptr. 671, 683 P.2d 670, a slim majority of this court approved the shifting of a substantial part of the burden of damages from the tortfeasor to the innocent victim. The purported reason was the desire to reduce premiums for medical insurance and by that means to lower medical and hospital costs.[1] In my dissent in that case I pointed out how vain that purpose had then proved to be. The passage of time has further vindicated my views. In the nine years since adoption of the so-called Medical Injury Compensation Reform Act of 1975, medical and hospital costs have continued to rise astronomically. The only "reform" has been to magnanimously bestow on health providers a generous insulation from much of the responsibility for their more egregious negligence.

***183** Now the majority compound their error by permitting yet another shift of the burdens of malpractice, this time from the medical malpractice defendant to the plaintiff's employer or workers' compensation carrier. Why the plaintiff's employer or compensation carrier should bear any of the responsibility for the defendant's malpractice defies rational explanation. Once again the only purpose suggested by the majority is a hoped-for reduction in medical malpractice insurance premiums. That the result will be an increase in workers' compensation insurance premiums appears to be ignored.

As between the two, which should logically shoulder the burden: the carrier of the tortfeasor or the carrier of ****452** the innocent employer? The answer is obvious.
*****822** One of the effects of Civil Code section 3333.1 is the shift of the burden of medical malpractice, and the associated insurance costs, to collateral sources. Whether insured or not, the cities that bear this added burden suffer a decrease in revenues, since there is no way in which they can recover their workers' compensation and other expenditures caused by the negligence of the health care provider. For cities that are self-insured, as Huntington Park in the instant case, the effect is a direct reduction in revenues. For cities that are insured by the State Compensation Insurance Fund, the effect is indirect, but no less costly, in that they must pay higher premiums for their workers' compensation insurance.

Local governments have been facing serious problems with rising workers' compensation costs. In 1976, the Institute for Local Government published the result of a two-year study of workers' compensation in the public sector in California. The institute noted that workers' compensation laws and regulations are not "visible public issues" which are the subject of media reporting, but that the costs "are rising at alarming rates in local government" and that "workers' compensation has become an issue of serious concern to public administrators."[2] From fiscal year 1968–1969 to 1972–1973, workers' compensation costs increased by 154 percent. In that same period, the increase was even higher for police (261 percent) and fire (279 percent) employees.[3]

The Workmen's Compensation Study Commission was established in 1963 by Labor Code sections 6200–6240 to study the workers' compensation system and advise the Governor and the Legislature of its findings. The commission report in 1965 found that benefits for employees of insured employers increased from 1953 to 1962 by 195 percent. Medical benefits over the same period rose 137.9 percent while indemnity benefits increased ***184** by 232.2 percent. The foregoing statistics illustrate that the trend of workers' compensation costs was steadily, and rapidly, increasing in the years prior to 1975 when the Legislature enacted Civil Code section 3333.1, which improvidently added another burden.

The attempt by respondents to isolate medical malpractice insurance as the only coverage that has experienced large cost increases is not justified by the facts. Admittedly there is some indication that medical malpractice insurance premiums were increasing prior to 1975 when section 3333.1 was adopted. However, to shift the burden of those rising costs to employers, including cities which themselves have experienced rising costs for workers' compensation, is not a rational approach to achieve the purported goal of better health care for the residents of California. Indeed, from a public policy aspect, it is counterproductive.

In *Li v. Yellow Cab Company* (1975) 13 Cal.3d 804, 811, 119 Cal.Rptr. 858, 532 P.2d 1226, this court made it clear that we must maintain "a system in which liability is based on fault, the extent of fault should govern the extent of liability ...." We further declared that contributory negligence must be replaced "by a system under which liability for damage will be borne by those whose negligence caused it in direct proportion to their respective fault." (Id. at p. 813, 119 Cal.Rptr. 858, 532 P.2d 1226.)

If an employer contributed in any way to the injury of the employee, the recovery by the employer in his employee's suit against a third party tortfeasor will be reduced accordingly. (*Associated Construction & Engineering Co. v. Workers' Comp. Appeals Bd.* (1978) 22 Cal.3d 829, 846–847, 150 Cal.Rptr. 888, 587 P.2d 684.) But if the employer is entirely free of negligence that caused the employee's injury, as he would generally be in a medical malpractice case, there is a clear violation of the employer's due process rights by shifting the burden from the tortfeasor to him or his carrier.

****453** Section 3333.1 must fall for two elementary reasons. First, it creates an invidious classification, i.e., medical malpractice tortfeasors *****823** are permitted to pass on much of the burdens of their negligence to innocent third parties, unlike all other tortfeasors. There is no logical way to distinguish between a medical doctor who negligently severs a victim's artery during surgery and a motorist who negligently severs a victim's artery in an automobile accident. Under even the modest rational relationship test, this discriminatory classification serves no valid state purpose and is therefore untenable. Second, the code section as applied here deprives the innocent employer or his carrier of their property without any semblance of due process.

***185** I would reverse the judgment.

BIRD, C.J., concurs.

All Citations

37 Cal.3d 174, 689 P.2d 446, 207 Cal.Rptr. 816, 53 USLW 2274

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Footnotes

1 Section 3333.1 provides in relevant part: "(a) In the event the defendant so elects, in an action for personal injury against a health care provider based upon professional negligence, he may introduce evidence of any amount payable as a benefit to the plaintiff as a result of the personal injury pursuant to the United States Social Security Act, any state or federal income disability or worker's compensation act, any health, sickness or income-disability insurance, accident insurance that provides health benefits or income-disability coverage, and any contract or agreement of any group, organization, partnership, or corporation to provide, pay for, or reimburse the cost of medical, hospital, dental, or other health care services. Where the defendant elects to introduce such evidence, the plaintiff may introduce evidence of any amount which the plaintiff has paid or contributed to secure his right to any insurance benefits concerning which the defendant has introduced evidence. [¶] (b) *No source of collateral benefits introduced pursuant to subdivision (a) shall recover any amount against the plaintiff nor shall it be subrogated to the rights of the plaintiff against a defendant.*" (Italics added.)
Unless otherwise specified, all section references are to the Civil Code.

2 Section 3852 provides in relevant part: "The claim of an employee ... for compensation does not affect his or her claim or right of action for all damages proximately resulting from the injury or death against any person other than the employer. *Any employer who pays or becomes obligated to pay compensation, or who pays, or becomes obligated to pay salary in lieu of compensation ... may likewise make a claim or bring an action against the third person.* In the latter event, the employer may recover in the same suit, in addition to the total amount of compensation, damages for which he or she was liable including all salary, wage, pension or other emolument paid to the employee or to his or her dependents...." (Italics added.)

3 Defendants had earlier moved for judgment on the pleadings on the basis of section 3333.1, subdivision (b), but the trial court had ruled that that motion was premature because defendants had not yet elected to introduce evidence of the workers' compensation benefits received by Barme, an election which the court held was a prerequisite to the application of section 3333.1. Defendants then filed a document indicating their intention to introduce such evidence in the malpractice action, and moved for summary judgment.

4 In its opposition to the summary judgment motion, the city also argued that its action for reimbursement under Labor Code section 3852 was not covered by section 3333.1, subdivision (b) because the suit was not a "subrogation" action within the meaning of the MICRA provision. The city has not renewed this claim on appeal, apparently conceding that section 3333.1, subdivision (b) was intended to bar an employer's action under section 3852.
That concession appears well-founded. Workers' compensation benefits are one of the collateral source benefits specifically enumerated in section 3333.1, subdivision (a) (see fn. 1, *ante*), and this court—in describing the employer's remedy under section 3852—has observed that "in granting employers the right to sue third parties, the Legislature simply gave statutory recognition to principles of equitable subrogation." (*County of San Diego v. Sanfax Corp.* (1977) 19 Cal.3d 862, 876, fn. 7, 140 Cal.Rptr. 638, 568 P.2d 363.) Furthermore, the legislative history of section 3333.1, subdivision (b) indicates quite clearly that this provision was intended to prevail over other statutory subrogation provisions, such as Labor Code section 3852. An earlier draft of subdivision (b) would have preserved a collateral source's subrogation rights when such rights were "expressly provided by statute," but that exception was eliminated before the statute's enactment.

5 Earlier drafts of section 3333.1, subdivision (a) required the trier of fact to deduct such collateral source benefits in computing damages, but—as enacted—subdivision (a) simply provides for the admission of evidence of such benefits, apparently leaving to the trier of fact the decision as to how such evidence should affect the assessment of damages.
The purpose of section 3333.1, subdivision (a) has generally been viewed as an attempt to eliminate the so-called "double recovery" obtained by plaintiffs who have their medical expenses paid by their own health insurance and still obtain damages for such expenses from defendant tortfeasors. (See Keene, *California's Medical Malpractice Crisis* in A Legislator's Guide to the Medical Malpractice Issue (1976) 27, 31. Cf. *Helfend v. Southern Cal. Rapid Transit Dist.* (1970) 2 Cal.3d 1, 84 Cal.Rptr. 173, 465 P.2d 61 [explaining the rationale underlying the traditional "collateral source" rule excluding evidence of such collateral source benefits].) This reasoning does not apply to workers' compensation benefits, because under California law plaintiffs have not been permitted to obtain a double recovery of such benefits. Either the employer has been entitled to obtain reimbursement from the tort recovery (see Lab.Code, § 3850 et seq.) or the tort judgment has been reduced by the applicable workers' compensation benefits obtained by the employee. (See *Witt v. Jackson* (1961) 57 Cal.2d 57, 731, 17 Cal.Rptr. 369, 366 P.2d 641.) Nonetheless, the Legislature specifically included workers' compensation benefits in the collateral source benefits covered by section 3333.1, subdivision (a).

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6 Unlike an employer's right to reimbursement for workers' compensation expenditures, the right of reimbursement enjoyed by some of the other collateral sources enumerated in section 3333.1, subdivision (a) may be guaranteed by federal law. Under federal supremacy principles, of course, in such cases MICRA's provisions will have to yield. (See, e.g., *Brown v. Stewart* (1982) 129 Cal.App.3d 331, 341, 181 Cal.Rptr. 112; *id* at pp. 346–347, 181 Cal.Rptr. 112 [conc. opn. of Blease, J.].)

7 Although not raised in the trial court, on appeal the city proffers two additional objections to section 3333.1, subdivision (b), contending (1) that it is an impermissible "tax" and (2) that, at least as applied to public employers, it authorizes an unconstitutional "gift of public funds." Both contentions are specious.
First, it is difficult to see how section 3333.1, subdivision (b) can be characterized as a tax at all. It does not purport to raise any public revenue, but simply precludes an employer or insurer from passing on some of the expenses which it is obligated to bear to a third party. Since the Legislature has plenary control over obligations imposed under the workers' compensation system, it clearly had the power to determine that in some cases the employer or its insurer was required to forego reimbursement of its statutorily incurred expenses.
Second, the provision does not embody an improper "gift of public funds." Not only does the section not authorize any payment of funds from the city to the negligent tortfeasor, but, as discussed above, the shift of costs to the employer clearly serves a "public" purpose (see *County of Alameda v. Carleson* (1971) 5 Cal.3d 730, 745–746, 97 Cal.Rptr. 385, 488 P.2d 953)—promoting the availability of adequate medical care and adequate malpractice insurance coverage.

1 The preamble to the legislation referred to the health crisis in terms, inter alia, of "severe hardships for the medically indigent, a denial of access for the economically marginal ...." (Stats.1975–1976, Second Ex. Sess., ch. 2, § 12.5.)

2 *Through the Roof,* Institute for Local Self Government (1976) pages 4–5.

3 Ibid., page 12.

End of Document

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EXHIBIT 13

EXHIBIT 13

210 Cal.App.3d 499, 258 Cal.Rptr. 376, 54 Cal. Comp. Cases 160

JOHN B. GRAHAM, Petitioner,
v.
WORKERS' COMPENSATION APPEALS BOARD and ORANGE COUNTY TRANSIT DISTRICT, Respondents

No. E006225.
Court of Appeal, Fourth District, Division 2, California.
May 12, 1989.

SUMMARY

An employee injured within the scope of his employment applied to the Workers' Compensation Appeals Board for adjudication of his claim for medical treatment and permanent disability benefits. He also sued a physician for negligent treatment of his injuries received in the accident. That action was settled and the trial court found the settlement was entered in good faith and was limited to general damages; the parties stipulated at the settlement conference to dismiss the claims for special damages, on the assumption the employee had received workers' compensation for those. The employer then petitioned for credit, in the amount of the settlement, against the employer's liability for future workers' compensation payments to the employee. The workers' compensation judge allowed the requested credit; the board granted the employee's petition for reconsideration but ruled the employer was entitled to assert a credit against the employee's settlement to the extent that the malpractice had exacerbated the employer's injuries, and remanded the cause to the workers' compensation judge to determine the extent of the employer's credit rights.

The Court of Appeal annulled the order of the Workers' Compensation Appeals Board. The court held that Civ. Code, § 3333.1, abrogating the collateral source rule in medical malpractice cases, prevented the employer from obtaining credit against future benefits it owed the injured employee. It held the parties in the underlying medical malpractice case made an adequate factual record that the employee's settlement was reduced to exclude any recovery for collateral source (i.e., workers' compensation) benefits. (Opinion by Dabney, J., with Campbell, P. J., and McDaniel, J., concurring.) ***500**

HEADNOTES

Classified to California Digest of Official Reports

([1])
Workers' Compensation § 125--Judicial Review--Jurisdiction-- Appealability of Order.
An order of the Workers' Compensation Appeals Board, remanding a case to the workers' compensation judge for a determination of the extent of the employer's credit rights against its injured employee's recovery in a related medical malpractice action settlement, was appealable even though the case was not final. The order followed the board's granting reconsideration of the judge's allowance of a credit.

[See **Cal.Jur.3d,** Work Injury Compensation, § 346.]

([2a], [2b], [2c])
Workers' Compensation § 84--Award--Credit for Payments by Third Party Tortfeasor--Settlement of Employee's Medical Malpractice Suit.
Under Civ. Code, § 3333.1, abrogating the collateral source rule in medical malpractice cases, a source of collateral benefits (e.g., an injured person's employer) is prevented not only from obtaining reimbursement from a plaintiff but also from obtaining credit against future benefits it owes the plaintiff. Section 3333.1 thus creates an exception to the credit provisions of Lab. Code, §§ 3858 and 3861 (relating to employer's rights against injured employee's other recovery), whenever an injured employee has demonstrably had such recovery reduced to reflect collateral source (e.g., workers' compensation) contributions. The reduction may have been effected after trial or by settlement.

[See **Cal.Jur.3d,** Work Injury Compensation, §§ 370, 371.]

([3])
Courts § 40.5--Doctrine of Stare Decisis--Opinions of California Courts of Appeal--Noncitable Decisions.
In litigation before the Court of Appeal, it was improper under Cal. Rules of Court, rules 976(d) and 977(a), for a party to cite an appellate decision that was reported but which had thereafter been granted review by the Supreme Court. Even though the Supreme Court subsequently dismissed review, it did not order the opinion published pursuant to rule 976(d), and it therefore remained

noncitable under rule 977(a).

[See **Cal.Jur.3d (Rev),** Courts, § 188.]

([4])
Statutes § 30--Construction--Language--Literal Interpretation.
Once a particular legislative intent has been ascertained as to a statute it must be given effect even though it may not be consistent with the ***501** strict letter of the statute. The courts resist blind obedience to the putative "plain meaning" of a statutory phrase where literal interpretation would defeat the Legislature's central objective.

[See **Cal.Jur.3d,** Statutes, § 99; **Am.Jur.2d,** Statutes, § 207, 208.]

([5])
Healing Arts and Institutions § 53--Judgment and Damages--Abrogation of Collateral Source Rule--Purpose.
The general purpose of the Medical Injury Compensation Reform Act of 1975 and, in particular of Civ. Code, § 3333.1, abrogating the collateral source rule in medical malpractice cases, is to protect California's health care delivery system by reducing the cost of medical malpractice insurance.

[See **Cal.Jur.3d,** Healing Arts and Institutions, § 185.]

COUNSEL
Potter & Cohen and Thelma S. Cohen for Petitioner.
Smith, Wright & Peterson and Stephen P. Angelides as Amici Curiae on behalf of Petitioner.
Zonni, Ginocchio & Taylor, Leonard J. Silberman and Sharon Bernal for Respondents.

DABNEY, J.

In his petition for writ of review, John B. Graham contends that respondent Workers' Compensation Appeals Board (Board) exceeded its power when it granted the petition of respondent Orange County Transit District (Transit District) for credit against Graham's workers' compensation award for a settlement Graham received in a malpractice action. This case presents an issue of first impression as to how the credit provisions of Labor Code sections 3858 and 3861 should be construed in light of the subsequent enactment of Civil Code section 3333.1 as part of the Medical Injury Compensation Reform Act of 1975 (MICRA). Specifically, we are asked to determine whether Civil Code section 3333.1 overrides the employer's right to credit when an employee settles, rather than tries, his medical malpractice action, and the settlement excludes workers' compensation benefits. ***502**

Factual and Procedural Background

In April 1983, Graham, a bus driver employed by the Transit District, was injured in a bus accident in the course of his employment. The Transit District was self-insured for workers' compensation. In July 1983, Graham filed an application with the Board for the adjudication of his claim for medical treatment and permanent disability benefits.

Graham also filed a civil action against Dr. Peter Macs (later amended to the Estate of Macs) seeking damages for medical malpractice in Dr. Macs's treatment of Graham for the injuries he sustained in the bus accident. The medical malpractice action was settled by payment to Graham of $150,000 less attorney's fees and costs. The trial judge found that the settlement was entered in good faith and was limited to damages for pain and suffering. Graham dismissed his cause of action against Dr. Macs for special damages.

The Transit District then petitioned for credit, in the amount of the settlement, against the Transit District's liability for future workers' compensation payments to Graham. The Transit District alleged that Graham's injuries were proximately caused, in part, by Dr. Macs's negligence. In opposition to the petition for credit, Graham's counsel submitted a declaration which stated that he indicated to the court at the settlement conference that Graham's medical expenses and disability would not be considered in the settlement because the defense would introduce evidence that workers' compensation benefits would pay those damages.[1] The workers' compensation judge allowed the requested credit.

Graham filed a petition for reconsideration with the Board on the ground that the malpractice settlement was not subject to credit. The workers' compensation judge issued a report and recommendation in which he stated that his original decision was in error and that he should have denied the ***503** credit. The Board granted reconsideration. In its order, the Board stated that Civil Code section 3333.1 does not preclude the Transit District from asserting a credit against Graham's settlement. However, the Board ruled that because the malpractice did not cause the injury, but only enhanced or exacerbated it, the employer's credit should be limited to the workers' compensation benefits attributable to the exacerbation. Therefore, the Board remanded the cause for the workers'

compensation judge to determine the extent of the Transit District's credit rights.

Discussion

Appellate Jurisdiction

The Board stated in its order on Graham's petition for reconsideration that Civil Code section 3333.1 does not preclude the Transit District from asserting a credit against the settlement Graham obtained in his malpractice action. ([1]) The Board's determination of this threshold issue is an appealable order, even though the case is not final. (Lab. Code, § 5950; *Safeway Stores, Inc. v. Workers' Comp. Appeals Bd.* (1980) 104 Cal.App.3d 528, 531 [163 Cal.Rptr. 750].)

Statutory Overview

Workers' Compensation Subrogation Statutes. Labor Code sections 3850 through 3864 contain a comprehensive subrogation scheme which includes both credit provisions[2] and reimbursement provisions.[3] The reimbursement provisions provide several methods for the employer (or its workers' compensation carrier) to recover from a third party tortfeasor workers' compensation benefits which the employer has already paid to the injured employee. (*Witt v. Jackson* (1961) 57 Cal.2d 57, 69 [17 Cal.Rptr. 369, 366 P.2d 641], modified on other grounds by ***504** *Rodgers v. Workers' Comp. Appeals Bd.* (1984) 36 Cal.3d 330, 340 [204 Cal.Rptr. 403, 682 P.2d 1068] and *Associated Construction, & Engineering Co. v. Workers' Comp. Appeals Bd.* (1978) 22 Cal.3d 829 [150 Cal.Rptr. 888, 587 P.2d 684].) The credit provisions allow the employer to discontinue workers' compensation benefit payments until the amount of the benefits exceeds the amount of the employee's net recovery from the third party, to the extent the employer became liable for additional workers' compensation payments as a result of the malpractice. (*Hodge v. Workers' Comp. Appeals Bd.* (1981) 123 Cal.App.3d 501, 509, 513-515 [176 Cal.Rptr. 675].)

The subrogation provisions prevent a double recovery to an employee who makes both a workers' compensation claim and a claim against a third party tortfeasor and provide for reimbursement to the employer for workers' compensation benefits paid to the employee. (*Van Nuis v. Los Angeles Soap Co.* (1973) 36 Cal.App.3d 222, 229 [111 Cal.Rptr. 398].)

Abrogation of Collateral Source Rule and Employer's Subrogation in MICRA. Under the traditional collateral source rule, a jury may not consider the plaintiff's entitlement to benefits such as medical insurance or disability payments when the jury calculates the plaintiff's damages in a tort action. However, as part of MICRA, the Legislature enacted Civil Code section 3333.1 which abrogated the collateral source rule in medical malpractice actions.[4]

The California Supreme Court has explained: "Under [Civil Code] section 3333.1, subdivision (a), a medical malpractice defendant is permitted to introduce evidence of such collateral source benefits received by or payable to the plaintiff; ... Although section 3333.1, subdivision (a) ... does not specify how the jury should use such evidence, the Legislature apparently assumed that in most cases the jury would set plaintiff's damages at a lower level because of its awareness of plaintiff's 'net' collateral source benefits. [¶] In addition, section 3333.1, subdivision (b) provides that whenever such collateral source evidence is introduced, the source of those benefits is precluded from obtaining subrogation either from the plaintiff or from the medical malpractice defendant." (*Fein v. Permanente Medical Group* (1985) 38 Cal.3d 137, 164-165 [211 Cal.Rptr. 368, 695 P.2d 665].)

Application of Civil Code Section 3333.1 to an Employer's Claim for Credit. ([2a]) The Transit District contends that it was entitled to credit ***505** against the settlement under Labor Code sections 3858 and 3861. Civil Code section 3333.1, subdivision (b) states: "No source of collateral benefits ... shall recover any amount against the plaintiff ...." The Transit District argues that the words of the statute indicate only that a source of collateral benefits may not obtain reimbursement from a plaintiff, but does not restrict an employer's right to obtain credit for future benefits.

The resolution of this issue is a matter of first impression in the credit context. However, we find significant guidance in resolving this issue in cases in which California courts have resolved the analogous statutory conflict in the reimbursement context.

In *Miller v. Sciaroni* (1985) 172 Cal.App.3d 306, 311 [218 Cal.Rptr. 219] the trial court sustained a demurrer to the employer's complaint in intervention in which the employer sought to assert a claim for reimbursement under Labor Code section 3852 for workers'

compensation benefits paid to the employee. The Court of Appeal affirmed. It explained, "The purpose underlying subdivision (a) is to preclude the double recovery permitted to plaintiffs by the operation of the collateral source rule, under the assumption that the trier of fact will reduce the damage award by amounts already reimbursed. [Citations.] Such a reduction in fact occurred in the instant case. Presumably the awards reduced under the operation of subdivision (a) would in turn have a favorable impact on medical malpractice insurance rates for health care providers. [Citations.]

"Under subdivision (b) of section 3333.1, the collateral source is barred from subrogating plaintiff's claim against defendant. However, Labor Code section 3852, ... permits employers to subrogate plaintiff's claims against the tortfeasor as to benefits conferred, less any amount attributable to the employer's negligence. ... By necessary implication this conflict in statutes must be resolved in favor of section 3333.1 as the most recently enacted statute. (*Fuentes v. Workers' Comp. Appeals Bd.* (1976) 16 Cal.3d 1, 7 [...].) Furthermore, 'the legislative history of section 3333.1, subdivision (b) indicates quite clearly that this provision was intended to prevail over other statutory subrogation provisions, such as Labor Code section 3852. An earlier draft of subdivision (b) would have preserved a collateral source's subrogation rights when such rights were "expressly provided by statute," but that exception was eliminated before the statute's enactment.' (*Barme v. Wood* [(1984) 37 Cal.3d 174, 178, fn. 4 (207 Cal.Rptr. 816, 689 P.2d 446)].) It is clear, then, that where Labor Code section 3852 and Civil Code section 3333.1 are in conflict, the latter must prevail.

"In terms of the overall legislative purpose of reducing the cost of medical malpractice insurance to health care providers so as to minimize adverse ***506** impact on potential health care consumers, subdivision (b) functions by redistributing certain costs from the malpractice insurer, who continues to bear the general damage risk, to other third party indemnitors, who thus bear many special damage risks. [Citations.]

"In summary, then, Civil Code section 3333.1 is directed towards reducing defendant's medical malpractice insurance costs by: (1) encouraging lower awards to plaintiffs by admitting evidence of benefits received (subd. (a)); and (2) prohibiting third party insurers from subrogating plaintiff's rights as to benefits received, thus reallocating certain costs from defendant's insurer to other insurance carriers (subd. (b))." (*Miller, supra*, 172 Cal.App.3d at pp. 310-312, fn. omitted.)

The court's analysis in *Miller*, applying Civil Code section 3333.1 to an employer's claim for reimbursement, applies equally to an employer's claim for credit. Moreover, the California Supreme Court noted in *Fein* that the medical malpractice defendant may introduce evidence of benefits *received by or payable to* the plaintiff, and that the Legislature assumed that the jury would reduce the plaintiff's damages to reflect such benefits. (*Fein, supra*, 38 Cal.3d at pp. 164-165.) The court explained that Civil Code section 3333.1, subdivision (b) assures that the malpractice plaintiff "... will suffer no 'double deduction' from his tort recovery as a result of his receipt of collateral source benefits; ... [and that] any reduction in malpractice awards that may result from the jury's consideration of the plaintiff's collateral source benefits will inure to [the malpractice defendant] rather than to the benefit of the collateral source." (*Id.*, at p. 165.)

If we construe the statute as the Transit District urges, and allow the employer credit from an already reduced recovery, the injured employee, not the medical malpractice defendant or the employer, would bear the cost of the medical malpractice to the extent of the workers' compensation benefits. In effect, the higher the workers' compensation benefits to which the employee is entitled, the lower his overall recovery. Such a construction of the credit provisions of the Labor Code is inconsistent with article XIV, section 4 of the California Constitution, which declares protection of injured employees through a comprehensive workers' compensation scheme to be the public policy of the State, and with Labor Code section 3202 which requires the workers' compensation statutes to be construed liberally to protect workers' benefits. The Legislature clearly intended a different result in enacting MICRA. Thus, the sensible interpretation of Civil Code 3333.1 is that it includes the employer's credit remedies as well as its reimbursement remedies.

Application of Civil Code Section 3333.1 to Cases Which Are Settled Rather Than Tried. The Transit District next contends that even if ***507** Civil Code section 3333.1 applies in general to the credit sections of the Labor Code, it does not apply under the circumstances of this case. The Transit District asserts that under the clear and unambiguous language of the statute, the employer's right to credit is not affected unless there is a trial at which the medical malpractice defendant introduces evidence of workers' compensation benefits. ([3])**(See fn. 5.)** Here, the medical malpractice action was settled rather than tried.[5]

([2b]) Graham counters that the conditions for invoking the statute were met in this case where counsel acknowledged in settlement discussions that Graham was entitled to

workers' compensation benefits and did not include such benefits in computing the settlement. Moreover, the parties stipulated at the settlement conference to dismiss the claims for special damages. The settlement thus did not include any sum for past or future medical costs or economic loss, on the assumption that Graham had been compensated for such loss by his "collateral source," the workers' compensation carrier.

It is a cardinal rule of statutory construction that courts will choose that interpretation which most nearly effectuates the purpose of the Legislature. (Code Civ. Proc., § 1859.) ([4]) "'Once a particular legislative intent has been ascertained, it must be given effect "'even though it may not be consistent with the strict letter of the statute.'" [Citation.]"' (*Southland Mechanical Constructors, Corp.* v. *Nixen* (1981) 119 Cal.App.3d 417, 430 [173 Cal.Rptr. 917].) "The courts resist blind obedience to the putative 'plain meaning' of a statutory phrase where literal interpretation would defeat the Legislature's central objective." (*Leslie Salt Co. v. San Francisco Bay Conservation etc. Com.* (1984) 153 Cal.App.3d 605, 614 [200 Cal.Rptr. 575], fn. omitted.)

Legislative history indicates that MICRA "... was enacted in response to the medical malpractice insurance crisis against a background of legislative and gubernatorial belief that skyrocketing malpractice insurance rates would have a severe detrimental impact on California's health delivery ***508** system, particularly as regards medically indigent and low-income California residents. [Citations.] ([5]) The purpose of the legislation in general, then, and of section 3333.1 in particular, is to protect California's health care delivery system by reducing the cost of medical malpractice insurance." (*Miller* v. *Sciaroni, supra*, 172 Cal.App.3d at pp. 309-310.)

In *Barme v. Wood, supra*, 37 Cal.3d 174, the California Supreme Court recognized that the damage-reducing effect of Civil Code section 3333.1 comes into play even if the procedures set forth in the statute are not followed. In *Barme*, the court upheld a summary judgment on a complaint in intervention filed by the employer seeking credit in an employee's medical malpractice case. There was no trial, no evidence of collateral source benefits was introduced, and a jury never considered the issue. The defendants had merely filed "a document indicating their intention to introduce [evidence of workers' compensation benefits] in the malpractice action." (*Id.*, at p. 178, fn. 3.) Nonetheless, the California Supreme Court upheld the summary judgment, recognizing that the practical effect of section 3333.1 is to reduce the plaintiff's recovery in any medical malpractice case where collateral source benefits are payable, regardless of whether the plaintiff obtains recovery in trial or otherwise.

([2c]) If we were to interpret the statute to require a trial before the employer is precluded from seeking credit or reimbursement, plaintiffs would be forced to try their cases unless medical malpractice defendants agreed to settle for sums sufficient to cover employers' costs. The legislative history of MICRA reflects deep concern with the cost of litigation. We cannot construe the collateral source benefit rules in a way that would discourage settlements and thus defeat the major purpose of the legislation.

To harmonize Civil Code section 3333.1 with the Labor Code credit provisions, we interpret section 3333.1 as impliedly creating an exception to the credit provisions whenever an injured party has demonstrably had his recovery reduced to reflect collateral source contributions. A more restrictive construction would shift a portion of the costs of medical malpractice to the injured party, contrary to the purposes of both MICRA and the workers' compensation statutes. In this case, the parties in the underlying medical malpractice case made an adequate factual record that Graham's settlement was reduced to exclude any recovery for collateral source benefits.

Employer's Right to Credit Against Settlement Which Covers Only Pain and Suffering Damages. Because we decide that Civil Code section 3333.1 precludes the employer's claim for credit, we need not consider Graham's additional contention that the employer may not obtain credit for damages ***509** limited to pain and suffering which do not duplicate the employee's workers' compensation benefits for medical expenses and disability.

Disposition

The order of the Workers' Compensation Appeals Board is annulled.

Campbell, P. J., and McDaniel, J., concurred.

Respondents' petition for review by the Supreme Court was denied July 20, 1989. Panelli, J., was of the opinion that the petition should be granted. ***510**

Footnotes

1 The transcript of the trial court proceedings states: "[Counsel for Graham]: We have settled the claims against Dr. Macs and the estate of Dr. Macs in the amount of $150,000 new money. We have agreed that plaintiff will dismiss any and all claims for special damages in exchange for joint waiver of cost, waiver of cost from the defense.
"It is understood between the parties that the payment of $150,000 represents the special or the general damages of pain and suffering by Mr. Graham as a result of the alleged malpractice in the case.
"[Counsel for the Estate of Dr. Macs]: That $150,000 is being paid to compensate for the general damages and all claims for special damages are being dismissed in exchange for waiver of cost. ... [A]nd there's a stipulation that the settlement is a good faith settlement.
"
. . . . .
"The Court: I do find that the settlement in all respects is a good faith and equitable settlement, and it is approved by the Court. And that settlement is for pain and suffering as well as future pain and suffering as a result of the action filed in this case, and that the settlement is fair in all respects."

2 Labor Code section 3858 provides: "After payment of litigation expenses and attorneys' fees fixed by the court ... and payment of the employer's lien, the employer shall be relieved from the obligation to pay further compensation to or on behalf of the employee ... up to the entire amount of the balance of the judgment, if satisfied, without any deduction. No satisfaction of such judgment in whole or in part, shall be valid without giving the employer notice and a reasonable opportunity to perfect and satisfy his lien."
Labor Code section 3861 provides: "The appeals board is empowered to and shall allow, as a credit to the employer to be applied against his liability for compensation, such amount of any recovery by the employee for his injury, either by settlement or after judgment, as has not theretofore been applied to the payment of expenses or attorneys' fees, ... or has not been applied to reimburse the employer."

3 The reimbursement sections, which are not at issue in this case, allow the employer to bring an action directly against a third party tortfeasor (Lab. Code, § 3852), intervene in an action brought by the employee (Lab. Code, § 3853) or obtain a lien against a judgment obtained by the employee (Lab. Code, § 3856, subd. (b)).

4 Civil Code section 3333.1 states: "(a) In the event the defendant so elects, in an action for personal injury against a health care provider based upon professional negligence, he may introduce evidence of any amount payable as a benefit to the plaintiff as a result of the personal injury pursuant to ... any ... worker's compensation act ....
"(b) No source of collateral benefits introduced pursuant to subdivision (a) shall recover any amount against the plaintiff nor shall it be subrogated to the rights of the plaintiff against a defendant."

5 The Transit District primarily relies on *McCall* v. *WCAB* (Cal.App. H000864). In *McCall*, on facts similar to those in this case, the appellate court ruled that Civil Code section 3333.1 did not bar an employer's claim for credit against the employee's settlement recovery. The Supreme Court granted review of that case in July 1986, but subsequently dismissed review. Under rule 976(d) of the California Rules of Court, "Unless otherwise ordered by the Supreme Court, no opinion superseded by a grant of review ... shall be published. After granting review, after decision, or after dismissal of review and remand as improvidently granted, the Supreme Court may order the opinion of the Court of Appeal published in whole or in part." The Supreme Court did not order publication of the *McCall* case. Rule 977(a) of the California Rules of Court states: "An opinion that is not ordered published shall not be cited or relied on by a court or a party in any other action or proceeding ...." Thus, it was improper for the Transit District to cite *McCall*, and we do not consider *McCall* in our disposition of this matter.

End of Document

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EXHIBIT 14

EXHIBIT 14

ENTITY INFORMATION

Search Date and Time: 7/23/2020 12:18:14 PM

Entity Details

Entity Name:	ISLANDER RV RESORT, L.L.C.
Entity ID:	L07086490
Entity Type:	Domestic LLC
Entity Status:	Active
Formation Date:	12/28/1993
Reason for Status:	In Good Standing
Approval Date:	12/30/1993
Status Date:	
Original Incorporation Date:	12/28/1993
Life Period:	11/30/2022
Business Type:	
Last Annual Report Filed:	
Domicile State:	Arizona
Annual Report Due Date:	
Years Due:	
Original Publish Date:	

Statutory Agent Information

Name:

PATRICE S HOLLOWAY

Appointed Status:

Active

Attention:

Address:

751 BEACHCOMBER BLVD , LAKE HAVASU CITY, AZ 86403, USA

Agent Last Updated:

11/8/2019

E-mail:

Attention:

Mailing Address:

County:

Mohave

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Member	R. M. Holloway		751 Beachcomber Blvd., LAKE HAVASU CITY, AZ, 86403, Mohave County, USA		11/8/2019
Member	Patrice S. Holloway		751 Beachcomber Blvd., LAKE HAVASU CITY, AZ, 86403, Mohave County, USA		11/8/2019
Member	Kenneth J. Komick		375 London Bridge Rd., #13, LAKE HAVASU CITY, AZ, 86403, Mohave County, USA		11/8/2019

Page 1 of 1, records 1 to 3 of 3

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Address: 751 BEACHCOMBER BLVD, LAKE HAVASU CITY, AZ, 86403, USA

County: Mohave

Last Updated: 11/8/2019

Entity Principal Office Address

Attention:

Address: 751 Beachcomber Blvd., LAKE HAVASU CITY, AZ, 86403, USA

County: Mohave

Last Updated: 11/8/2019

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EXHIBIT 15

EXHIBIT 15

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

VALLEY HOSPITAL MEDICAL CENTER, INC.

Entity Number:

C3301-1979

Entity Type:

Domestic Corporation (78)

Entity Status:

Active

Formation Date:

06/15/1979

NV Business ID:

NV19791005879

Termination Date:

Perpetual

Annual Report Due Date:

6/30/2021

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

CORPORATION SERVICE COMPANY

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

NV20101844335

Office or Position:

Jurisdiction:

DELAWARE

Street Address:

112 NORTH CURRY STREET, Carson City, NV, 89703, USA

Mailing Address:

Individual with Authority to Act:

GEORGE MASSIH

Fictitious Website or Domain Name:

OFFICER INFORMATION

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President	MARVIN PEMBER	367 SOUTH GULPH ROAD, KING OF PRUSSIA, PA, 19406, USA	05/31/2019	Active
Secretary	MATTHEW D KLEIN	367 SOUTH GULPH ROAD, KING OF PRUSSIA, PA, 19406, USA	05/31/2019	Active

Title	Name	Address	Last Updated	Status
Treasurer	CHERYL K RAMAGANO	367 SOUTH GULPH ROAD, KING OF PRUSSIA, PA, 19406, USA	05/31/2019	Active
Director	STEVE FILTON	367 SOUTH GULPH ROAD, KING OF PRUSSIA, PA, 19406, USA	05/31/2019	Active

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CURRENT SHARES

Class/Series	Type	Share Number	Value
	Authorized	200	1.000000000000

Page 1 of 1, records 1 to 1 of 1

Number of No Par Value Shares:

0

Total Authorized Capital:

200

Filing History Name History Mergers/Conversions

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EXHIBIT 16

EXHIBIT 16

Licensee Search

Fields marked with asterisk (*) are required

Use the search fields below to find licensing and inspection report information about the following licensees:

- **Health facilities: includes 40 types of medical, nonmedical and mental health-related business entities FINDAHEALTHFACILITY.NV.GOV**
- **Child care facilities FINDCHILDCARE.NV.GOV**
- **Child care staff FINDCHILDCARE.NV.GOV**
- **Medical Laboratories**
- **Medical Laboratory Personnel**
- **Dietitians**
- **Music therapists**
- **Environmental Health Section**
- **Kitchen, pool, and spa inside Health Facilities**

Enter Search Criteria

If you only have a partial name of a facility/personnel or having troubles finding the facility by name, put the % sign before and after the partial wording% and all those with that word will appear, for example, %west%.

Business Unit * Health Facilities
Entity Type Agency
Facility Name Valley Hospital Medical (
Credential Number
Credential Type All
(+) Address Information
(+) Additional Information

Reset Search Generate Excel Licensee Log-In

Search Results

Name ▲	Credential Type	Credential Number	Status	Expiration Date	Disciplinary Action	Address	Phone#	First Issue Date	Primary Contact Name	Primary Contact Role	Bed Count	Action
VALLEY HOSPITAL MEDICAL CENTER	HOSPITAL	667-HOS-47	Active	12/31/2020	N/A	620 SHADOW LN LAS VEGAS NV 89106	702-388-4000	12/22/1971	CLAUDE WISE, III	Administrator	306	View Detail

1-1 of 1 records

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Medical Laboratories (program info and complaint filing)
Childcare Licensing (program info and complaint filing)
Environmental Health Section
Dietitians Music Therapists (program info and complaint filing)

EXHIBIT 17

EXHIBIT 17

NEVADA STATE BOARD OF MEDICAL EXAMINERS

Search

Licensee Details

Person Information	
Name:	Jeffrey Alan DAVIDSON
Address:	500 North Rainbow Boulevard, Suite #203 Las Vegas NV 89107
Phone:	7022591231

License Information			
License Type:	Medical Doctor		
License Number:	7061	Status:	Active
Issue Date:	6/11/1994	Expiration Date:	6/30/2021

Scope of Practice

Scope of Practice: Emergency Medicine

Education & Training

School:	University of Arizona / Tucson, AZ
Degree\Certificate:	Medical Doctor Degree
Date Enrolled:	
Date Graduated:	5/12/1990
Scope of Practice:	

School:	Maricopa Medical Center / Phoenix, AZ
Degree\Certificate:	Internship
Date Enrolled:	6/23/1990
Date Graduated:	6/30/1991
Scope of Practice:	Emergency Medicine

School:	Maricopa Medical Center / Phoenix, AZ
Degree\Certificate:	Residency
Date Enrolled:	7/1/1991
Date Graduated:	6/30/1994
Scope of Practice:	Emergency Medicine

School:	Emergency Medicine
Degree\Certificate:	American Board
Date Enrolled:	
Date Graduated:	6/30/1995
Scope of Practice:	

School:	Emergency Medicine
Degree\Certificate:	Am Bd Recertification
Date Enrolled:	
Date Graduated:	12/23/2005
Scope of Practice:	Emergency Medicine

School:	Emergency Medicine
Degree\Certificate:	Am Bd Recertification
Date Enrolled:	
Date Graduated:	1/1/2016
Scope of Practice:	Emergency Medicine

CURRENT EMPLOYMENT STATUS/CONDITIONS/RESTRICTIONS ON LICENSE AND MALPRACTICE INFORMATION

PROFESSIONAL LIABILITY CLAIM, SETTLEMENT OR JUDGEMENT OF $5,000 OR MORE: 1)Date received by the Board: 2/19/2016/ - 3/20/17 Reported by: EmCare Inc./ Western Litigation Date of act/omission:3/11/14 Details:Alleged failure to treat and properly prescribe and administer pain medication to a patient in renal failure. Settlement amount: $250,000 Court Case Number:A-15-715018-C Total pages:0

Board Actions

NONE

Please note that the settlement of a medical malpractice action may occur for a variety of reasons that do not necessarily reflect negatively on the professional competence or conduct of the provider. Therefore, there may be no disciplinary action appearing for a licensee even though there is a closed malpractice claim on file. A payment in the settlement of medical malpractice does not create a presumption that medical malpractice occurred. Sometimes insurance companies settle a case without the knowledge and/or agreement of the physician. This database represents information from insurers to date. Please note: All insurers may not have submitted claim information to the Board.

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