

Case No. _____

IN THE SUPREME COURT OF NEVADA

UNITE HERE HEALTH, a multi-employer health and welfare plan, as defined in ERISA Section 3(37); and NEVADA HEALTH SOLUTIONS, LLC, a Nevada limited liability company,

Petitioners,

vs.

EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, IN
AND FOR THE COUNTY OF CLARK, THE HONORABLE TARA CLARK
NEWBERRY, DISTRICT COURT JUDGE,

Respondent,

- and -

STATE OF NEVADA EX REL. COMMISSIONER OF INSURANCE,
BARBARA D. RICHARDSON, IN HER OFFICIAL CAPACITY AS
STATUTORY RECEIVER FOR DELINQUENT DOMESTIC INSURER,
NEVADA HEALTH CO-OP; and GREENBERG TRAURIG, LLP,

Real Parties in Interest.

District Court Case No. A-15-725244-C, Department XXI

**APPENDIX TO PETITION FOR EXTRAORDINARY WRIT RELIEF
VOLUME 13 OF 19**

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February 25, 2021

66APPENDIX TO PETITION FOR EXTRAORDINARY WRIT RELIEF
VOLUME 13 OF 19

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TAB 35

TAB 35

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EXHIBIT 9



CLERK OF THE COURT

MOT

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Attorney for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

LAWRENCE BASICH, individually and on behalf of all those similarly situated; **JOE DOPUDJA**, individually and on behalf of all those similarly situated; **LAURY PHELPS** individually and on behalf of all those similarly situated; **DAVID HENRY**, individually and on behalf of all those similarly situated; **MARC SIMPSON**, individually and on behalf of all those similarly situated; **ALEXANDER LOMBARDO**; individually and on behalf of all those similarly situated; **KAREN ROSS**, individually and on behalf of all those similarly situated; **JENNIFER PAULIN**, individually and on behalf of all those similarly situated; **BEN LAMBERT**, individually and on behalf of all those similarly situated; **LILA CEBELLOS**, individually and on behalf of all those similarly situated; **MORRIS MOLATTO**, individually and on behalf of all those similarly situated; **CARLOS GARCIA**, individually and on behalf of all those similarly situated; **LESLIE TAYLOR**, individually and; on behalf of all those similarly situated; **VALERIE BOWMAN**, individually and on behalf of all those similarly

Case No.: A-14-698567-C

Dept. No.: XXIV

**JOINT MOTION FOR FINAL
APPROVAL OF CLASS
SETTLEMENT, CERTIFICATION
OF SETTLEMENT CLASS,
APPROVAL OF ATTORNEY'S
FEES AND COSTS, AND ENTRY
OF FINAL ORDER**

Hearing Date : May 25, 2017
9:00 a.m.

EGLET PRINCE

situated; and **MARK MASCARELLI**,
individually and on behalf of all those similarly
situated

Plaintiffs,

v.

XEROX STATE HEALTHCARE, LLC, a
foreign limited liability company; **XEROX**
CORPORATION, a foreign corporation; **DOE**
INDIVIDUALS I-X; **ROE CORPORATIONS**
I-X;

Defendants.

-AND-

PATRICK CASALE, individually and on behalf
of all those similarly situated; **MARY**
ELSBERRY, individually and on behalf of all
those similarly situated; **DWIGHT MAZZONE**,
individually and on behalf of all those similarly
situated; **JEREMY SHUGARMAN**, individually
and on behalf of all those similarly situated;
GRACE BUTLER, individually and on behalf of
all those similarly situated; and **ANDREW**
PERWEIN, individually and on behalf of all
those similarly situated;

Plaintiffs,

v.

STATE OF NEVADA EX REL., SILVER
STATE HEALTH INSURANCE
EXCHANGE; **XEROX STATE**
HEALTHCARE, LLC, a foreign limited
liability company; **XEROX CORPORATION**, a
foreign corporation; **DOE INDIVIDUALS I-X**;
ROE CORPORATIONS I-X,

Defendants.

Consolidated with:

Case No.: A-14-706171-C

Dept. No.: XVI

Plaintiff Broker Class Representatives and Plaintiff Consumer Class Representatives
("Plaintiffs"), through their counsel of record, **ROBERT T. EGLET, ESQ.**, **ROBERT M.**
ADAMS, ESQ., and **ERICA D. ENTSMINGER, ESQ.** of the law firm **EGLET PRINCE**, and
MATTHEW Q. CALLISTER, ESQ. and **MITCHELL S. BISSON, ESQ.** of the law firm of

CALLISTER & ASSOCIATES ("Class Counsel"), and Defendants XEROX STATE
HEALTHCARE, LLC, and XEROX CORPORATION ("Xerox" or "Defendants") through their
counsel of record, MARK E. FERRARIO, ESQ. and WHITNEY L. WELCH-KIRMSE, ESQ. of
GREENBERG TRAURIG (collectively "the Parties"), hereby move the Court to:

1. Give final approval of the Joint Stipulation of Settlement And Release between
Plaintiffs and Defendants pursuant to NRCP 23(e);
2. Give final approval to certify the Settlement Classes;
3. Give final approval of Class Counsel's Request for Attorneys' Fees and Costs;
and
4. Enter the Parties' proposed Final Order attached hereto as **Exhibit "1"**.

Dated this 5th Day of May, 2017

EGLET PRINCE

/s/ Robert T. Eglet

By: _____
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ROBERT M. ADAMS, ESQ.
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GREENBERG TRAURIG

/s/ Whitney L. Welch-Kirmse

By: _____
MARK E. FERRARIO, ESQ.
Nevada Bar No. 1625
WHITNEY L. WELCH-KIRMSE, ESQ.
Nevada Bar No. 12129
Attorneys for Defendants

-and-

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823 Las Vegas Blvd. South
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Class Counsel

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On September 29, 2016, the Parties filed a Joint Motion for preliminary approval of class settlement, certification of settlement class, approval of attorneys' fees and costs, and notice to class members ("Motion"). On October 13, 2016, this Court granted the Motion and in doing so, provisionally certified two Settlement Classes (the Broker Class and Consumer Class), preliminarily approved the proposed Settlement Agreement, preliminarily approved Class Counsel's attorneys' fees and costs, and approved the Parties' proposed Class Notices and notice plan. *See* Order attached hereto as **Exhibit "2."** No objections to the settlement have been filed and the time to do so has expired.

As stated in the Motion, the Parties agreed to mediate in front of retired judge Floyd Hale, which ultimately resulted in the settlement of this matter. The Settlement Agreement which was attached to the Motion contained the complete terms of the proposed settlement. Key provisions of the settlement include:

- An agreement by Defendants to pay a sum not to exceed \$5,000,000 to resolve and satisfy valid class claims and to pay Appeal Administrator fees. With regard to the attorneys' fees and costs, Class Counsel requested a total amount of \$1,750,000. Defendants agreed to pay the amount requested, upon Court approval, and would not contest the same;
- An agreement by Defendants to serve as Claims Administrator and to pay 100% of their fees and costs related to the claims administration, separate from, and in addition to, funding the settlement;

- The retention of Mitchell Cobeaga, Esq. and The Cobeaga Law Firm to serve as Appeals Administrator and an agreement by Defendants to pay 100% of the Administrator's fees and costs, to be deducted from the total amount of settlement funds available to Class Claimants.
- A settlement payment issued to all Class Claimants who submit a timely claim and qualify for a payment according to the terms outlined in Section 2.8 of the Settlement Agreement, including claims approved in the appeals process; and
- A robust release signed by participating Class Members.

It was this settlement that the Court preliminarily approved as referenced above and formed the basis of the claims process.

Per the Motion, the Court approved the appointment of Defendants as Claims Administrator, approved Mitchell Cobeaga, Esq. as Appeals Administrator and approved the proposed Notice of Settlement of the class action lawsuit. The Court also agreed to a notice process that was set out in the Settlement Agreement and was designed to meet due process requirements, providing the best notice practicable to all Class Members who could be reasonably located. All obligations related to the claims and appeal processes have been satisfied by the Parties.

At this time, final approval of the settlement is appropriate. A balancing of the relevant factors, including the reaction of Class Members to the proposed settlement, demonstrates that the Settlement Agreement is fair, reasonable, and adequate. There is no evidence of any fraud, overreaching, or collusion between the settling Parties. For these reasons, the Parties respectfully ask that following the May 25, 2017 Fairness Hearing, the Court (1) approve the Settlement under Rule 23(e) and give final approval to certify the settlement class, (2) give final

approval of Plaintiffs' request for attorneys' fees and costs; and (3) enter the Parties' proposed Final Order submitted in conjunction with this Motion for Final Approval.

II. THE CLAIMS PROCESS

Defendants, as Claims Administrator, set about to and did fulfill their obligations in a timely fashion to attempt to provide notice via mail and e-mail to all potential Class Claimants utilizing last known physical addresses and e-mail addresses in the possession of Defendants. For notices mailed that were returned as undeliverable, Defendants and Class Counsel conducted a skip trace to locate updated addresses. Defendants then re-mailed notices to Class Members for which an updated address could be located. The results of this process are attached hereto in the Declaration of Kimberly R. McGuire. *See Exhibit "3"*. Further, Defendants fulfilled their obligation to attempt to provide notice via mail to Class Claimants who submitted claims prior to the claims bar date whose Claim Forms appeared to be incomplete.¹ *Id.* Therefore, all requirements imposed upon the Claim Administrator regarding notice and processing of claims required by the Settlement Agreement and the Court's Order have been met.

Defendants have further satisfied their obligation as Claims Administrator to evaluate claims submitted by Class Claimants pursuant to criteria identified in Section 2.8 in the Settlement Agreement, and have issued Approval and Denial Notices as appropriate. Defendants mailed a class notice to 62,357 Class Members, of which 1,242 submitted a claim requesting a settlement payment². *See Exhibit "3"*. Class Counsel and Defendants established "hotlines" to

¹ See Section 2.8(A) of the Settlement Agreement.

² The 1,241 Class Claimants who submitted claims does not include potential class members whose claims were resolved during the pendency of this action, but prior to the claims process.

assist Class Members with the claims process as needed.³ 86 of the 1,242 Class Claimants who submitted a claim to Defendants were eligible to receive a settlement payment and therefore, they received an Approval Notice stating the approved amount. *See Id.*

The remaining members received Denial Notices with an explanation of why their claim was denied. *Id.* All Notices explained the procedure for submitting an appeal to the Appeals Administrator, who would make the final determination as to whether a Class Claimant qualified for a settlement payment. *Id.* 124 Class Members opted out of the settlement. *See Notice Regarding Settlement Opt-Out Statements*, attached as **Exhibit “4”**. Defendants received no objections to the settlement. Therefore, all requirements imposed upon the Claim Administrator regarding processing of claims required by the Settlement Agreement and the Court’s Order have been met.

Remaining obligations of Defendants are to process the settlement payments, issue checks to Class Claimants, and to remit payment for attorneys’ fees and costs to Class Counsel, which cannot be completed until the Court gives final approval.

III. THE APPEAL PROCESS

Mitchell Cobeaga, Esq. and The Cobeaga Law Firm, as Appeal Administrator, set about to and did fulfill their obligations in a timely fashion to evaluate all appeals submitted by Class Claimants pursuant to terms identified in Section 2.8 in the Settlement Agreement, and have issued all final rulings. *See Declaration of Rachel N. Solow, Esq.* attached hereto as **Exhibit “5”**. Therefore, all requirements imposed upon the Appeal Administrator regarding processing of appeals required by the Settlement Agreement and the Court’s Order have been met.

³ Class Counsel received approximately 600 inquires through their (1) main telephone line; (2) settlement hotline, and (3) office walk-ins. Both Class Counsel and Defendants’ call centers provided access to Spanish speaking individuals who could assist with translations.

A total of 55 appeals were submitted. 21 appeals were approved. *Id.* As such, the total number of valid claims (including those deemed valid by the Appeals Administrator) is 107 for a total combined amount of \$99,218.31 to be paid upon final approval of the settlement.

Fees paid to the Appeal Administrator totaled \$50,000. *Id.* Although the Administrator's fees were deducted from the capped amount Defendants agreed to pay for valid claims, the remaining amount of eligible funds are sufficient to fully compensate all 107 Class Claimants who were determined to have valid claims. Therefore, Class Claimants were not assessed with any costs of the settlement administration.

IV. THE SETTLEMENT IS REASONABLE AND SHOULD BE APPROVED.

This Court has already expressed that the settlement is within the bounds of reasonableness, subject to any objections received. Since no objections were received, the settlement should be summarily approved.

A. Standards Governing Final Approval of a Class Action.

The law favors settlement, particularly in class actions and other complex cases. *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976). Final approval of a proposed class action settlement will be granted where it is established that the proposed settlement is "fair, reasonable, and adequate." Rule 23(e)(2). The trial court has broad powers to determine whether a proposed settlement in a class action is fair. *Mallick v. Superior Court*, 89 Cal. App. 3d 434, 438 (1979). In evaluating fairness, the Court must consider the settlement as a whole, rather than its component parts. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) (citation omitted). A court may not modify the terms of a negotiated settlement. *Evans v. Jeff D.*, 475 U.S. 717, 727, 106 S. Ct. 1531, 89 L. Ed. 2d 747 (1986). Rather, the court's inquiry must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the settling parties, and that the

1 settlement, taken as a whole, is fair, reasonable and adequate to all concerned. *Officers for*
 2 *Justice*, 688 F.2d at 625. The court's role is to protect the rights of the unnamed class members.
 3 *Id.* at 624.

4 In determining whether a class action settlement should be finally approved, this Court
 5 should consider:

6 The strength of plaintiffs' case; the risk, expense, complexity, and likely duration
 7 of further litigation; the risk of maintaining class action status throughout the trial,
 8 the amount offered in settlement; the extent of discovery completed, and the state
 9 of the proceedings; the experience and views of counsel, the presence of a
 10 governmental participant; and the reaction of the class members to the proposed
 11 settlement.

12 *Churchill Village, LLC v. GE*, 361 F.3d 566, 575 (9th Cir. 2004).

13 Here, all of the relevant *Churchill* factors are met. There is no evidence of any fraud,
 14 overreaching, or collusion between the settling Parties. Based on these findings, the Court
 15 should grant final approval of the Settlement Agreement under Rule 23(e). Similar
 16 considerations govern the determination that a settlement is a "good faith settlement" as
 17 contemplated by NRS 17.245. The Nevada Supreme Court has held that the trial court shall
 18 interpret the term "good faith" under this statute "based upon all relevant facts available."
 19 *Velsicol Chemical v. Davison*, 107 Nev. 360, 811 P.2d 561 (1991). Thus, factors relevant to
 20 approval under NRCP 23(e) are also germane to the good-faith determination under NRS
 21 17.245. Approval under both standards is appropriate here.

22 **B. The Court should Find that all of the Relevant *Churchill* Factors are Met.**

23 **1. The Strength of Plaintiffs' Case and Risk of Continued Litigation.**

24 While Plaintiffs believe the case has merit, continued litigation would involve significant
 25 expense, protracted legal battles, and other risks, which can be avoided through settlement. In
 26 recommending settlement, Class Counsel took into account the past and ongoing cost of this
 27 dispute, the scope of relief being sought and that might be provided, the cost and benefit of such
 28

1 relief, the risks of class certification and trying the matter, and the possibility of appeals from the
2 Court's decision. All these factors weigh in support of approving the proposed settlement.

3 In addition to both Parties devoting significant time to investigating the facts and legal
4 issues, the Parties obtained further information about the merits of the claims and additional
5 information throughout the course of settlement negotiations and were thus able to closely
6 evaluate the respective merits of their case. Class Counsel also considered a variety of legal
7 issues associated with Class Members' claims, including potential applicability of the economic
8 loss doctrine, and limitations potentially presented with regard to damages. Additionally, the
9 costs of technical experts, other forensic experts, and insurance experts would be necessarily
10 incurred by both Parties in litigating this matter. In sum, consideration of all the facts and
11 circumstances warrants preliminary approval of the Agreement.
12

13
14 There are substantial legal and practical risks associated with continued litigation, all of
15 which were considered in reaching the Settlement Agreement. For example, Xerox disputes that
16 Class Members incurred any damages and denies liability for any alleged wrongdoing by Xerox.
17 Xerox further denies liability on the basis that it acted on behalf of the Silver State Health
18 Exchange, a state actor, and is therefore entitled to government immunity. Accordingly, the
19 foregoing risks to continued litigation were considered by all parties; therefore, this factor
20 weighs in support of approving the proposed settlement as final.
21

22 **2. The Amount Offered in Settlement is Fair and Reasonable.**

23
24 Xerox agreed to pay up to \$5,000,000.00 to satisfy valid claims submitted by Class
25 Members. The Settlement Agreement spells out how submitted claims were to be evaluated and
26 deemed "valid" by either Xerox or the Appeals Administrator via the Appeal Process. The
27 settlement will result in significant monetary compensation for members who submitted valid
28 claims and are therefore entitled to receive a settlement payment.

If approved by this Court, 107 Class Members who submitted valid claims will receive payments totaling \$99,218.31. A breakdown of those payments is attached hereto as **Exhibit "6"**. Valid claims represent approximately 12% percent of the total claims submitted. These figures were not unanticipated or unusual under these circumstances. As discussed in the Joint Motion for preliminary approval, the settlement funds available to pay valid claims do not include the hundreds of thousands of dollars Xerox spent to resolve potential claims prior to and during this litigation. Such claims were resolved prior to settlement due to potential Class Members having significant financial and physical hardships that would be exacerbated by any delay in resolving this case. Although resolution was not possible for all such claims, Class Counsel was instrumental in obtaining resolution of many large claims before the final settlement. Thus, although the Parties anticipated that the value of the remaining individual claims would be small, given the number of potential Class Members, the Parties agreed on \$5,000,000 in available settlement funds to ensure adequate funds were available in the event claim volume was high, or in the event larger claims were submitted.

As such, the amount to be issued to those Class Claimants who presented valid claims is fair and reasonable; therefore, this factor weighs in support of approving the proposed settlement as final.

3. *The Extent of Investigation and Informal Discovery.*

"In the context of class action settlements, 'formal discovery is not a necessary ticket to the bargaining table' where the parties have sufficient information to make an informed decision about settlement thorough factual investigation and exchange of informal discovery." *Linney v. Cellular Alaska Partnership*, 1515 F.3d 1234, 1239 (9th Cir. 1998)(quoting *In re Chicken Antitrust Litig. Am. Poultry*, 669 F.2d 228, 241 (5th Cir. 1982)); see also *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) as amended (June 19, 2000)(no error approving

1 settlement where class counsel conducted significant investigation and worked with experts
2 throughout litigation). Here, the Parties reached a settlement after a thorough factual
3 investigation, exchange of informal discovery, and the initial exchange of formal discovery.

4 Prior to entering into discussions with Xerox, Class Counsel engaged in a lengthy, time-
5 consuming, and thorough factual investigation that included meeting with counsel for the Silver
6 State Health Exchange, as well as attorneys for Xerox. *See* Decl. of Robert Eglet attached hereto
7 as **Exhibit “7”**. Class Counsel met with approximately 100 potential Class Representatives and
8 Class Members, and interviewed numerous other witnesses prior to filing the subject
9 Complaints. As part of this investigation, Class Counsel undertook extensive informal discovery,
10 and researched applicable law. Further, the Silver State Health Exchange responded to a formal
11 subpoena and produced extensive electronic data related to the claims of the Class Members. *Id.*
12 These efforts support final approval of the Settlement Agreement.

13 4. *The Settlement was the Product of Arm’s-Length Negotiations.*

14 The Settlement Agreement is the result of arm’s length bargaining between counsel for
15 Xerox and Class Counsel after substantial investigation by both Parties. Prior to entering into the
16 Settlement Agreement, the Parties met frequently to address ongoing reconciliation issues,
17 participated in mediation before Floyd Hale, and spent months negotiating the terms of the final
18 agreement. As such, the Parties view this settlement as fair and reasonable. Class Counsel has
19 concluded, based upon their experience in this litigation and in similar cases and their careful
20 analysis of, among other things, governing law and the facts and circumstances surrounding this
21 action, including comprehensive discovery and investigative efforts, that the settlement is fair,
22 reasonable and adequate, and in the best interests of the Class Members. Class Counsel’s
23 recommendation is informed by substantial investigation during the past two years, and is
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believed by Class Counsel to be in the best interest of the Class Members. This recommendation supports final approval of the settlement.

5. Class Counsel's Experience and View.

Class Counsel's judgment that the Settlement Agreement is fair and reasonable is entitled to great weight. *Officers for Justice*, 688 F.2d at 625; *Nat'l Rural Telecomm.*, 221 F.R.D. at 528 (quotation marks and citations omitted). Here, Class Counsel has extensive experience handling complex litigation, class action lawsuits, and mass tort litigation in state and federal courts. With the assistance of co-counsel from Callister & Associates, Class Counsel analyzed and researched all the claims and likely defenses. *See* Decl. of Robert Eglet attached hereto as **Exhibit "7"**.

After fully investigating Plaintiffs' claims and researching the applicable law, Class Counsel determined that the settlement is fair, reasonable, and adequate. *Id.* Based on this determination, Class Counsel recommended that the Class Representatives enter into the Settlement Agreement. *Id.* In reaching this determination, Class Counsel took into account similar class action cases in other jurisdictions that were litigated and settled.

Finally, the proposed settlement in this case enjoys a presumption of fairness because it is the product of negotiations conducted by experienced counsel who are fully familiar with all aspects of class action litigation. *See In re General Motors Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 785 (3d Cir. 1995), *cert. denied*, 516 U.S. 824 (1995) ("This preliminary determination establishes an initial presumption of fairness when the court finds that: (1) the negotiations occurred at arm's length (3) the proponents of the settlement are experienced in similar litigation "); *see also* 4 Alba Conte & Herbert Newberg, *Newberg on Class Actions* § 11.41 at 90 (2002); *Manual for Complex Litigation (Third)* § 30.42 (1995). Therefore, this factor weighs in favor of granting final approval of the settlement.

6. ***Reaction of Class Members to the Proposed Settlement.***

The overall response to the Class Notices can be characterized as largely disinterested, and resulted in only 1,242 Claim Forms submitted by Class Claimants (despite the mailing of 62,357 Class Notices).⁴ The “reaction of the class” for purposes of final approval, however, is best analyzed specifically by examining “the quality and quantity of any objections and the quantity of class members who opt out.” Newberg at § 13:54; *see also, e.g., Nat’l Rural Telecommunications Coop.*, 221 F.R.D. at 528-529 (“It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members”).

As discussed above, 62,357 Class Members were mailed notice of the proposed settlement. **No objections were received.** *See Exhibit “3”*. Only 124 Class Members requested to opt out. *Id.* Despite an overall low turnout in claims submitted, the fact that there is a complete absence of objections and only 124 opt outs from over 62,357 Class Members is a final and important factor weighing heavily in favor of final approval.

Based on the foregoing, it is respectfully requested that this Court affirm its preliminary finding that the settlement reached by the Parties in this case is fair, reasonable and adequate.

V. CLASS COUNSEL’S REQUEST FOR ATTORNEYS’ FEES AND COSTS

Class Counsel requests final approval for its attorneys’ fees and costs in the total amount of \$1,750,000. Subject to this Court’s final approval, Xerox has agreed to pay Class Counsel \$1,750,000 in attorneys’ fees and costs, which shall be paid separate and apart from the

⁴ Of the hundreds of calls fielded by the “hotlines” set up by Xerox and Class Counsel, an overwhelming majority of the inquiries reflected that potential Class Members were either generally disinterested in participating in any type of litigation, or did not believe they had outstanding premiums or medical expenses to be reimbursed.

1 settlement funds available to Class Claimants. *See* Settlement Agt. at ¶ 3.1 (C). In addition to
 2 litigating this case for over two years, Class Counsel spent hundreds of hours assisting potential
 3 Class Members to resolve their claims prior to and during the litigation, and assisted them
 4 through the claims and appeal process as needed. Class Counsel took these efforts into
 5 consideration in setting its fee request. Moreover, such fees were taken over and above the
 6 settlement funds made available to Class Claimants.
 7

8 Class Counsel submits that an attorneys' fees and costs in the amount of \$1,750,000 is
 9 justified, reasonable to compensate Class Counsel for their work on these cases, and takes into
 10 account issues unique to these particular actions. Class Counsel's request is not opposed by
 11 Defendants, and no Class Members filed any objections or response to the preliminary request.
 12 The attorneys' fees and costs sought here are reasonable based on the hours Class Counsel
 13 expended on this action, and the relief obtained for the two Settlement Classes as well as the
 14 relief of potential Class Members obtained prior to and during the litigation process. *Id.* at pp. 3-
 15 7.⁵ Therefore, Class Counsel respectfully requests that the Court approve payment of attorneys'
 16 fees and costs in the sum of \$1,750,000.
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⁵ No incentive payments were promised or paid in connection with the Settlement Agreement.

VI. CONCLUSION

It is respectfully requested that this Court enter final approval of the class action settlement as preliminarily approved and as set out in this Motion and the accompanying Order.

Dated this 5th day of May, 2017.

EGLET PRINCE

/s/ Robert T. Eglet

By: _____
 ROBERT T. EGLET, ESQ.
 Nevada Bar No. 3402
 ROBERT M. ADAMS, ESQ.
 Nevada Bar No. 6551
 ERICA D. ENTSMINGER, ESQ.
 Nevada Bar No. 7432
 400 South Seventh Street, Box 1, Suite 400
 Las Vegas, Nevada 89101

GREENBERG TRAURIG

/s/ Whitney L. Welch-Kirmse

By: _____
 MARK E. FERRARIO, ESQ.
 Nevada Bar No. 1625
 WHITNEY L. WELCH-KIRMSE, ESQ.
 Nevada Bar No. 12129
Attorneys for Defendants

-and-

CALLISTER & ASSOCIATES
 823 Las Vegas Blvd. South
 Las Vegas, Nevada 89101

Class Counsel

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of EGLET PRINCE, and that on May 5, 2017, I caused the foregoing document entitled **JOINT MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT, CERTIFICATION OF SETTLEMENT CLASS, APPROVAL OF ATTORNEY'S FEES AND COSTS, AND ENTRY OF FINAL ORDER** to be served upon those persons designated by the parties in the E-Service Master List for the above-referenced matter in the Eighth Judicial District Court eFiling System in accordance with the mandatory electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules.

Mark E. Ferrario, Esq.
Colin Seale, Esq.
GREENBERG TRAUIG, LLP
3773 Howard Hughes Pkwy., Ste. 400 North
Las Vegas, NV 89169

Attorneys for Defendants

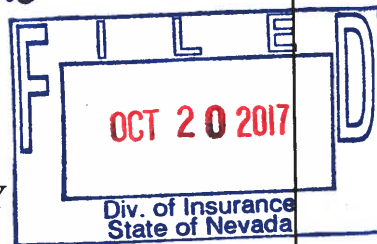
MATTHEW Q. CALLISTER, ESQ.
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823 Las Vegas Blvd. South
Las Vegas, Nevada 89101
Attorneys for Plaintiffs

/s/Crystal Garcia
An employee of EGLET PRINCE

EXHIBIT 10

EXHIBIT 10

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE



IN THE MATTER OF

CAUSE NO. 17.0299

XEROX STATE HEALTHCARE, LLC

CONSENT ORDER

COME NOW, the State of Nevada, Department of Business and Industry, Division of Insurance ("Division"), by and through its counsel, Amy L. Parks, Esq., and Whitney Welch-Kirmse, Esq., on behalf of Xerox State Healthcare, LLC and its related entities ("Xerox"), and stipulate and agree as follows:

1. The Commissioner of Insurance ("Commissioner") has exclusive jurisdiction to regulate the business of insurance in the State of Nevada and has taken the position it has jurisdiction over this matter.

2. The purpose of Nevada's Insurance Code (Title 57 of the Nevada Revised Statutes) includes, but is not limited to, protecting policyholders and all having an interest under insurance policies; implementing the public interest in the business of insurance; providing adequate standards of solidity of insurers, and of integrity and competence in conduct of their affairs in the home offices and in the field; improving and thereby preserving state regulation of insurance; and insuring that policyholders, claimants and insurers are treated fairly and equitably. See Nevada Revised Statutes ("NRS") 679A.140(1)(a-e).¹

¹ **NRS 679A.140 Purposes; construction.**

1. The purposes of this Code are to:

(a) Protect policyholders and all having an interest under insurance policies;

(b) Implement the public interest in the business of insurance;

(c) Provide adequate standards of solidity of insurers, and of integrity and competence in conduct of their affairs in the home offices and in the field;

(d) Improve and thereby preserve state regulation of insurance;

(e) Insure that policyholders, claimants and insurers are treated fairly and equitably; . . .

(Added to NRS by 1971, 1559).

1 3. On November 7, 2016, the Commissioner of Insurance issued an Order adopting
2 the examination report for Examination No. 2395 ("the examination"). The examination was a
3 limited scope review of Choice Administrators Insurance Services, Inc. ("Choice") and ACS
4 Health Administrators, Inc. ("ACS") related to premium processing functions for the contract
5 between Xerox and the Nevada Silver State Health Insurance Exchange.

6 4. The examination report noted that all premium processing services appeared to
7 be provided directly by Xerox.

8 5. The examination report identified a number of instances where premium
9 processing resulted in certain refunds being owed, insurance coverage issues, and overpayments
10 of premium.

11 6. The examination report also noted that, although Choice and ACS were properly
12 licensed in Nevada as third party administrators, Xerox was not licensed as such. The
13 examination report found that premium processing functions conducted for the Nevada Silver
14 State Health Insurance Exchange required licensure as a third party administrator pursuant to
15 NRS 683A.085. Xerox disputes these examination findings and contends that its activity in
16 Nevada did not require Xerox to be licensed as a third party administrator and that it was
17 sufficient for Choice and ACS to hold those licenses.

18 7. On April 1, 2015, the lawsuit known as *Lawrence Basich et al. v. Xerox State*
19 *Healthcare, LLC and Xerox Corporation*, Case No. A-14-698567-C was filed in the Eighth
20 Judicial District Court by certain consumers who accessed the Nevada Health Link and/or
21 sought to obtain insurance from the Nevada Silver State Health Insurance Exchange. These
22 consumers alleged that they experienced disruption in the process of obtaining insurance
23 coverage from carriers participating in the Nevada Silver State Health Insurance Exchange. A
24 related action, *Patrick Casale et al. v. Xerox State Healthcare et al*, Case No. A-14-706171, was
25 also filed on behalf of certain insurance brokers. To resolve both lawsuits, a settlement was
26 reached in the *Basich* and *Casale* matters where Xerox agreed to pay certain claims of Class
27 Members ("Xerox Settlement"), including consumers who submitted consumer complaints to
28 the Division ("Consumer Complainants") regarding disruption in obtaining insurance coverage,

1 refunds, or making overpayments, which have been compensated as Class Members of the
2 Xerox Settlement.

3 8. A primary focus of the Commissioner in enforcing the Insurance Code is to
4 protect policyholders and ensure that they are treated fairly and equitably. NRS 679B.140(1)(a)
5 and (e).

6 9. The Division has identified certain Consumer Complainants who Xerox has
7 agreed to compensate via the Xerox settlement. These Complainants are identified on Exhibit 1
8 attached hereto.² In exchange for executing the attached Release, Xerox will mail the
9 Complainant the corresponding settlement payment amount identified in Exhibit 1. See Release
10 (“Exhibit 2”). Payment will be mailed only upon Xerox’s receipt of an executed Release from
11 each Complainant. Payment will be mailed to the address identified on the Complainant’s
12 Release within 30 day of the execution of this Order. In the event a Complainant refuses to
13 execute the attached Release and does not receive a settlement payment, the Division will not
14 pursue or enforce the examination report on behalf of that Complainant and will not continue to
15 seek resolution of the outstanding claim.

16 10. The Division is not aware of any other Complainants apart from those identified
17 in Exhibit 1. After the date that this Consent Order becomes a final order of the Commissioner
18 and Xerox issues payment to the Consumer Complainants as set forth above in this Consent
19 Order, all matters addressed by the examination report for Examination No. 2395 will be
20 resolved such that any additional complaints made by consumers to the Division related to
21 matters addressed by the examination report will be considered foreclosed by the Division and
22 Xerox.

23 11. Pursuant to NRS 233B.121(5),³ the Division may resolve a disputed matter by
24 stipulation, agreed settlement, or consent order.

25
26 ² The full names of the Complainants listed in Exhibit 1, which is attached hereto as a public document, have
27 been redacted and shall remain confidential for purposes of this Order to protect their privacy pursuant to NRS
28 679B.190(7).

³ NRS 233B.121 Notice of hearing in contested case; contents of notice; representation by counsel;
opportunity to respond and present evidence and argument; fees and mileage for witnesses; informal

1 12. The Division and Xerox mutually desire to resolve this matter without an
2 administrative hearing.

3 13. Xerox enters into this Consent Order to resolve any and all issues related to the
4 examination and is neither an admission nor acknowledgement of liability or responsibility
5 whatsoever on behalf of Xerox who expressly denies any and all wrongdoing or violations of
6 law.

7 NOW, THEREFORE, it is hereby AGREED and ORDERED that:

8 1. Once the terms of this Consent Order are approved and adopted as a final Order
9 of the Commissioner, and Xerox issues payment to the Consumer Complainants as set forth
10 above in this Consent Order, all matters addressed by and related to the examination report for
11 Examination No. 2395 will be resolved and no further action will be sought by the Division
12

13 **disposition; voluntary surrender of license in contested case deemed disciplinary action; contents of record;**
14 **transcriptions; findings of fact.**

15 1. In a contested case, all parties must be afforded an opportunity for hearing after reasonable notice.

16 2. The notice must include:

17 (a) A statement of the time, place and nature of the hearing.

18 (b) A statement of the legal authority and jurisdiction under which the hearing is to be held.

19 (c) A reference to the particular sections of the statutes and regulations involved.

20 (d) A short and plain statement of the matters asserted. If the agency or other party is unable to state the
21 matters in detail at the time the notice is served, the initial notice may be limited to a statement of the
22 issues involved. Thereafter, upon application, a more definite and detailed statement must be furnished.

23 3. Any party is entitled to be represented by counsel.

24 4. Opportunity must be afforded all parties to respond and present evidence and argument on all issues involved.
25 An agency may by regulation authorize the payment of fees and reimbursement for mileage to witnesses in the
26 same amounts and under the same conditions as for witnesses in the courts of this state.

27 5. Unless precluded by law, informal disposition may be made of any contested case by stipulation, agreed
28 settlement, *Consent Order* or default. If an informal disposition is made, the parties may waive the requirement for
findings of fact and conclusions of law.

 6. The voluntary surrender of a license in a contested case shall be deemed to constitute disciplinary action
against the licensee.

 7. The record in a contested case must include:

 (a) All pleadings, motions and intermediate rulings.

 (b) Evidence received or considered.

 (c) A statement of matters officially noticed.

 (d) Questions and offers of proof and objections, and rulings thereon.

 (e) Proposed findings and exceptions.

 (f) Any decision, opinion or report by the hearing officer presiding at the hearing.

 8. Oral proceedings, or any part thereof, must be transcribed on request of any party. The party making the
request shall pay all the costs for the transcription.

 9. Findings of fact must be based exclusively on a preponderance of the evidence and on matters officially
noticed.

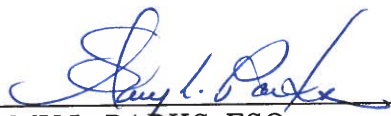
(Added to NRS by 1967, 808; A 1977, 56, 1062; 1985, 350; 2015, 707).

1 against Xerox on any claims related to any issues raised or which could have been raised in the
2 examination report, including those over which the Division has jurisdiction and which relate to
3 the contract between Xerox State Healthcare, LLC and the Nevada Silver State Health
4 Insurance Exchange.

5 2. Nothing contained in this Consent Order shall prevent Xerox from asserting any
6 rights which it may have arising out of subsequent conduct or orders of the Commissioner.

7 3. Nothing contained in this Consent Order shall prevent the Division from
8 asserting any rights it may have arising out of subsequent conduct of Respondent or orders of
9 the Commissioner of the Division.

10 DATED this 19th day of October, 2017.


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13 AMY L. PARKS, ESQ.
14 Chief Insurance Counsel
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1 CONSENT TO ORDER

2 Xerox State Healthcare, LLC, neither admits nor denies the facts or conclusions stated in
3 this Consent Order, but hereby understands and consents to the terms of it, and agrees to comply
4 with the contents of the Consent Order without contesting the matter in any administrative
5 hearing, in the courts of Nevada, or in any other jurisdiction, as though a formal hearing had
6 been held in accordance with the provisions of the Nevada Revised Statutes.

7 DATED this 19th day of October, 2017.

8 Xerox State Healthcare, LLC

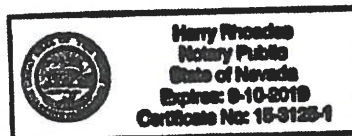
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10 
11 WHITNEY WELCH-KIRMSE, ESQ.
12 GreenbergTraurig, LLP
13 3773 Howard Hughes Parkway
14 Suite 400 North
15 Las Vegas, NV 89169
16 as legal counsel for Xerox State
17 Healthcare, LLC

18 ACKNOWLEDGMENT

18 STATE OF NEVADA)
19) ss.
19 COUNTY OF CLARK)

20 On this 19th day of OCTOBER, 2017, WHITNEY WELCH-KIRMSE, ESQ.
21 personally appeared before me, who is personally known to me or proved on the basis of
22 satisfactory evidence to be the person whose signature is affixed to the foregoing Consent to
23 Order, who acknowledged to me that he executed the same freely and voluntarily and for the
24 uses and purposes therein described.

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26 _____
27 NOTARY PUBLIC



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IT IS SO ORDERED this 20th day of October, 2017.

-7-

EXHIBIT 1 - REDACTED

Complainant	Amount
C. R.	\$626.08
J. S.	\$1,375.38
H. S.	\$1,185.03
A. A. F.	\$2,853.00
I. A.-.M.	\$768.96
S. D.	\$6,350.75
E. B.	\$1,527.41
N. F.	\$1,350.81
P. A.	\$2,130.00
J. J.	\$443.52
J. R.	\$282.00

EXHIBIT 2

RELEASE

I understand that a lawsuit was brought by consumers who accessed the Nevada Health Link from October 1, 2013 through May 31, 2014 in order to obtain health insurance for the period of January 1, 2014 through December 31, 2014. I hereby consent and agree to join the case of *Lawrence Basich et al. v. Xerox State Healthcare, LLC and Xerox Corporation*, Case No.A-14-698567-C. I further agree to be bound by the class action settlement reached in that case and which was approved by the Court as fair, adequate, and reasonable.

My signature below constitutes a full and complete release and discharge of *Xerox State Healthcare, LLC and Xerox Corporation* ("Defendants") and the *State of Nevada Ex Rel., Silver State Health Insurance Exchange* their present and former owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, insurers, attorneys, parents, subsidiaries, affiliates, benefit plans, plan fiduciaries, and all persons acting by, through, under or in concert with any of them by me and by my respective heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns, from any and all claims, demands, rights, liabilities, expenses, and losses of any kind, that I have, had, or might have had against Defendants or the State of Nevada Ex Rel., Silver State Health Insurance Exchange based on any act or omission that occurred at any time up to and including the date on which I execute this agreement, related to any of the facts or claims alleged in this Litigation or in my complaint to the Division of Insurance, arising from use of the Nevada Health Link or applications for insurance through the Silver State Health Exchange, even if presently unknown and/or un-asserted, interest on such claims, and attorneys' fees, expenses and costs in exchange for the settlement payment amount identified in the attached Consent Order (Cause No. 17.0299) issued and approved by the Nevada Division of Insurance.

Name (print)

Signature

Date

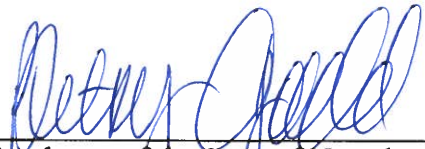
Mailing Address

CERTIFICATE OF MAILING

I hereby certify that I have this day served the **CONSENT ORDER, CAUSE NO. 17.0299**, via electronic mail to:

Whitney Welch-Kirmse, Esq.
Greenberg Traurig, LLP
3773 Howard Hughes Parkway
Suite 400 North
Las Vegas, NV 89169
EMAIL: welchkirmsew@gtlaw.com

DATED this 20th day of October, 2017.



Employee of the State of Nevada
Department of Business and Industry
Division of Insurance

EXHIBIT 11

EXHIBIT 11

From: Joseph Liebman
Sent: Wednesday, September 23, 2020 2:06 PM
To: PruntyD@gtlaw.com
Cc: John Bailey; Sharon Murnane; SwanisE@gtlaw.com; SBonham@seyfarth.com; EMata@seyfarth.com
Subject: RE: Eighth Status Report
Attachments: 20.08.07 Resp to UHH 6th Set RFP (Pltff).pdf

Don:

We already did. Unite Here Health's Sixth Set of Requests for Production (RFP # 2) sought precisely these types of communications between NHC and Xerox. Your client's response does not appear to include a copy of the June 14, 2017 letter (see attached).

Additionally, this letter was produced in the receivership action, and there are no current discovery procedures applicable to that action. But your client did cite and quote the letter in its Eighth Status Report. She should have attached a copy as an exhibit, and my client, as a creditor in the receivership action, is entitled to that documentation. Thus, as a professional courtesy and as counsel to a neutral and impartial receiver with ongoing duties to the creditors of the receivership estate, I would hope that you would dedicate a couple of minutes and tracking down the letter and sending it my way.

Thanks.

From: PruntyD@gtlaw.com [mailto:PruntyD@gtlaw.com]
Sent: Wednesday, September 23, 2020 1:48 PM
To: Joseph Liebman <JLiebman@baileykennedy.com>
Cc: ferrario@gtlaw.com; John Bailey <JBailey@baileykennedy.com>; Sharon Murnane <SMurnane@baileykennedy.com>; SwanisE@gtlaw.com; SBonham@seyfarth.com; EMata@seyfarth.com
Subject: RE: Eighth Status Report

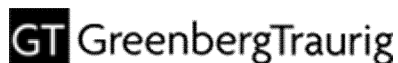
Joseph,

Please feel free to issue an RFP and we will respond accordingly.

Best,

Donald Prunty
Shareholder

Greenberg Traurig, LLP
10845 Griffith Peak Drive | Suite 600 | Las Vegas, NV 89135
T +1 702.938.6890
PruntyD@gtlaw.com | www.gtlaw.com | [View GT Biography](#)



From: Joseph Liebman <JLiebman@baileykennedy.com>
Sent: Wednesday, September 23, 2020 1:28 PM
To: Prunty, Donald L. (Shld-LV-LT) <PruntyD@gtlaw.com>
Cc: ferrario@gtlaw.com; John Bailey <JBailey@baileykennedy.com>; Sharon Murnane <SMurnane@baileykennedy.com>; Swanis, Eric W. (Shld-LV-LT) <SwanisE@gtlaw.com>; Bonham, Suzanna C <SBonham@seyfarth.com>; Mata, Emma <EMata@seyfarth.com>
Subject: Eighth Status Report

EXTERNAL TO GT

Don:

In the Eighth Status Report which was filed in the Receivership Action (Case No. A-15-725244-C), your law firm referenced a June 14, 2017 letter from "Counsel for Xerox" to the Special Deputy Receiver (see page 16 of the attached). Despite quoting portions of the letter in the Status Report, it was not attached as an exhibit. Can you provide me with a copy of the letter by close of business on Friday? Thank you in advance.

Joseph A. Liebman, Esq. | Bailey Kennedy, LLP
8984 Spanish Ridge Avenue, Las Vegas, Nevada 89148-1302
(702) 562-8820 (main) | (702) 562-8821 (fax) | (702) 853-0750 (direct) | JLiebman@BaileyKennedy.com

www.BaileyKennedy.com

This e-mail message is a confidential communication from Bailey Kennedy, LLP and is intended only for the named recipient(s) above and may contain information that is a trade secret, proprietary, privileged or attorney work product. If you have received this message in error, or are not the named or intended recipient(s), please immediately notify the sender at 702-562-8820 and delete this e-mail message and any attachments from your workstation or network mail system.

If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate the information.

EXHIBIT 12

EXHIBIT 12

Thus, for the reasons discussed above and in the attached memorandum, Defendants respectfully request this Court dismiss with prejudice Plaintiff's First Amended Complaint, and award all other such relief as it deems proper.

Dated: June 26, 2017

Respectfully submitted,

/s/

Michelle D. Gambino (Va. Bar No. 70708)

e-mail: gambinom@gtlaw.com

David G. Barger (Va. Bar No. 21652)

e-mail: bargerd@gtlaw.com

Michael A. Hass (Va. Bar No. 74974)

e-mail: hassm@gtlaw.com

GREENBERG TRAURIG, LLP

1750 Tysons Boulevard, Suite 1000

McLean, Virginia 22102

Tel: (703) 749-1300

Fax: (703) 749-1301

Counsel for Defendants/Counterplaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of June, 2017, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

J. Michael Showalter (VSB No. 72272)
Matthew F. Prewitt (admitted *pro hac vice*)
Mark T. Doerr (admitted *pro hac vice*)
SCHIFF HARDIN LLP
233 South Wacker Drive, Suite 6600
Chicago, Illinois 60606
Phone: (312) 258-5561
Fax: (312) 258-5600
e-mail: mshowalter@schiffhardin.com
e-mail: mprewitt@schiffhardin.com
e-mail: mdoerr@schiffhardin.com

*Counsel for Plaintiff/Counterdefendant,
Monument Consulting, LLC*

/s/

Michelle D. Gambino (Va. Bar No. 70708)
e-mail: gambinom@gtlaw.com
David G. Barger (Va. Bar No. 21652)
e-mail: bargerd@gtlaw.com
Michael A. Hass (Va. Bar No. 74974)
e-mail: hassm@gtlaw.com
GREENBERG TRAURIG, LLP
1750 Tysons Boulevard, Suite 1000
McLean, Virginia 22102
Tel: (703) 749-1300
Fax: (703) 749-1301

Counsel for Defendants/Counterplaintiff

EXHIBIT 13

EXHIBIT 13

User Name: Joseph Liebman

Date and Time: Monday, August 24, 2020 3:42:00 PM PDT

Job Number: 123926081

Document (1)

1. [2:17cv2787, Clement V. Colvin Et Al](#)

Client/Matter: 11461-001

Search Terms: 2:17-CV-2787

Search Type: Natural Language

Narrowed by:

Content Type
Dockets

Narrowed by
Case Status: Open,Unknown,Closed

2:17cv2787, Clement V. Colvin Et Al

US District Court Docket
US District Court for the District of Nevada
(Las Vegas)

This case was retrieved on 10/10/2019

Header

Case Number: 2:17cv2787

Date Filed: 11/03/2017

Assigned To: Judge James C. Mahan

Referred To: Magistrate Judge Peggy A. Leen

Nature of Suit: Personal Injury (360)

Cause: Tort Claim

Lead Docket: None

Other Docket: None

Jurisdiction: U.S. Government Defendant

Class Code: Closed

Closed: 11/28/2018

Statute: [28:1346](#)

Jury Demand: None

Demand Amount: \$45,000,000

NOS Description: Personal Injury

Litigants

Mark Clement
Plaintiff

Nancy A. Berryhill
Defendant

Comerica Bank
Defendant

Attorneys

Thomas J. Gibson
ATTORNEY TO BE NOTICED
NYE Legal - THOMAS J GIBSON, PLLC
1601 E. Basin Ave., Suite 302
Pahrump, NV 89060
USA
775-209-1035 Fax: 775-624-9778
Email:Thomas@nyelegal.Com

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702-792-3773 Fax: 702-792-9002
Email:Ferrariom@gtlaw.Com

Whitney Welch-Kirmse
LEAD ATTORNEY;ATTORNEY TO BE NOTICED
Greenberg Traurig, LLP
10845 Griffith Peak Drive Suite 600

Litigants

Xerox Corporation
Defendant

United States of America
Defendant

Attorneys

Las Vegas, NV 89135
USA
702-792-3773 Fax: 702-793-9002
Email:Welchw@gtlaw.Com
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Mark E. Woolf
LEAD ATTORNEY;ATTORNEY TO BE NOTICED
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501 Las Vegas Blvd South Suite 1100
Las Vegas, NV 89101
USA
702-388-6336 Email:Mark.Woolf@usdoj.Gov

Proceedings

#	Date	Proceeding Text	Source
1	11/03/2017	COMPLAINT against All Defendants (Filing fee \$400 receipt number 0978-4842124), filed by Mark Clement. Proof of service due by 2/1/2018. (Attachments: # 1 Summons Direct Express, # 2 Summons Xerox, # 3 Summons Clovin, # 4 Civil Cover Sheet)(Gibson, Thomas) NOTICE of Certificate of Interested Parties requirement: Under Local Rule 7.1-1, a party must immediately file its disclosure statement with its first appearance, pleading, petition, motion, response, or other request addressed to the court. (Entered: 11/03/2017)	
	11/03/2017	Case assigned to Judge James C. Mahan and Magistrate Judge Peggy A. Leen. (JM) (Entered: 11/03/2017)	
2	11/03/2017	CERTIFICATE of Interested Parties filed by Mark Clement. There are no known interested parties other than those participating in the case . (Gibson, Thomas) (Entered: 11/03/2017)	
3	11/08/2017	NOTICE: Attorney Action Required to Proposed Summons attached to 1 Complaint. ERROR: Summons not issued due to wrong summons form used. The clerk's office will not issue summons which are not submitted on the designated form. CORRECTION: Attorney Thomas Gibson advised to download and complete, pursuant to FRCP 4, "AO 440 (Rev. 06/12) Summons in a Civil Action" form from the Court's Website at	

2:17cv2787, Clement V. Colvin Et Al

#	Date	Proceeding Text	Source
		www.nvd.uscourts.gov; and refile using the event "Proposed Summons to be issued".(EDS) (Entered: 11/08/2017)	
4	01/18/2018	ERROR: Document not filed pursuant to LR IC 2-2(c) by attorney. CORRECTION: Attorney advised to refile documents using the correct event. SUMMONS Returned Unexecuted by Mark Clement as to Nancy A. Berryhill. (Gibson, Thomas) Modified on 1/19/2018 (TR). (Entered: 01/18/2018)	
5	01/18/2018	ERROR: Document not filed pursuant to LR IC 2-2(c) by attorney. CORRECTION: Attorney advised to refile documents using the correct event. SUMMONS Returned Unexecuted by Mark Clement as to Comerica Bank. (Gibson, Thomas) Modified on 1/19/2018 (TR). (Entered: 01/18/2018)	
6	01/18/2018	ERROR: Document not filed pursuant to LR IC 2-2(c) by attorney. CORRECTION: Attorney advised to refile documents using the correct event. SUMMONS Returned Unexecuted by Mark Clement as to Xerox Corporation. (Gibson, Thomas) Modified on 1/19/2018 (TR). (Entered: 01/18/2018)	
7	01/19/2018	SECOND NOTICE: of Non Compliance with LR IC 2-2(c) and Attorney Action Required to 4 Summons Returned Unexecuted, 6 Summons Returned Unexecuted, 5 Summons Returned Unexecuted. ERROR: Wrong event selected by attorney Thomas Gibson CORRECTION: Attorney advised to refile documents 4 , 5 , and 6 using the correct Proposed Summons to be Issued, pursuant to LR IC 2-2(c).Documents 4 , 5 , and 6 terminated as filed in error. (no image attached) (TR) (Entered: 01/19/2018)	
8	01/19/2018	PROPOSED SUMMONS to be issued Social Security Commissioner by Plaintiff Mark Clement. (Gibson, Thomas) (Entered: 01/19/2018)	
9	01/19/2018	PROPOSED SUMMONS to be issued Comerica by Plaintiff Mark Clement. (Gibson, Thomas) (Entered: 01/19/2018)	
10	01/19/2018	PROPOSED SUMMONS to be issued Xerox by Plaintiff Mark Clement. (Gibson, Thomas) (Entered: 01/19/2018)	
11	01/19/2018	Summons Issued as to Comerica Bank, Xerox Corporation. (JM) (Entered: 01/19/2018)	
12	01/19/2018	SUMMONS Issued as to Nancy A. Berryhill, U.S. Attorney and U.S. Attorney General. (JM) (Entered: 01/19/2018)	
13	02/01/2018	SUMMONS Returned Executed by Mark Clement re 9 Proposed Summons to be issued. Comerica Bank served on 1/29/2018, answer due 2/19/2018. (Gibson, Thomas) (Entered: 02/01/2018)	
14	02/06/2018	SUMMONS Returned Executed by Mark Clement. Nancy A. Berryhill served on 1/29/2018, answer due 2/19/2018. (Gibson, Thomas) Corrected Image 15 Attached on 2/6/2018 (TR). (Entered: 02/06/2018)	
15	02/06/2018	NOTICE of Corrected Image/Document re 14 Summons Returned Executed by Plaintiff Mark Clement. (Service of corrected image is attached.) (Gibson, Thomas) (Entered: 02/06/2018)	
16	02/06/2018	NOTICE: Attorney Action Required to 14 Summons Returned Executed. Error: Incorrect PDF attached. Correction: Attorney Thomas Gibson advised to file a Notice of Corrected Image/Document and link to 14 Summons Returned Executed. (no image attached) (TR) (Entered: 02/06/2018)	
17	03/05/2018	MOTION to Dismiss 1 Complaint,, by Defendants Comerica Bank, Xerox Corporation. Responses due by 3/19/2018. Discovery Plan/Scheduling Order due by 4/19/2018. (Welch, Whitney) NOTICE of Certificate of Interested Parties requirement: Under Local Rule 7.1-1, a party must immediately file its disclosure statement with its first appearance, pleading, petition, motion, response, or other request addressed to the court. (Entered: 03/05/2018)	

2:17cv2787, Clement V. Colvin Et Al

#	Date	Proceeding Text	Source
		03/05/2018)	
18	03/08/2018	SUMMONS Returned Executed by Mark Clement. Xerox Corporation served on 2/6/2018, answer due 2/27/2018. (Gibson, Thomas) (Entered: 03/08/2018)	
19	03/08/2018	CERTIFICATE of Interested Parties by Comerica Bank, Xerox Corporation. There are no known interested parties other than those participating in the case (Welch, Whitney) (Entered: 03/08/2018)	
20	03/23/2018	RESPONSE to 17 Motion to Dismiss, by Plaintiff Mark Clement. Replies due by 3/30/2018. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C, # 4 Exhibit D, # 5 Exhibit E, # 6 Exhibit F) (Gibson, Thomas) (Entered: 03/23/2018)	
21	03/28/2018	FIRST STIPULATION FOR EXTENSION OF TIME re 17 Motion to Dismiss, filed by Defendants Comerica Bank, Xerox Corporation. (Welch, Whitney) Corrected image 23 attached on 4/2/2018 (RFJ). (Entered: 03/28/2018)	
22	03/29/2018	MINUTE ORDER IN CHAMBERS of the Honorable Judge James C. Mahan on 3/29/2018. Re: 21 Stipulation IT IS THE ORDER OF THE COURT that attorney Mark E. Ferrario is in violation of LR IA 6-1(c). REQUESTS FOR CONTINUANCE, EXTENSION OF TIME, OR ORDER SHORTENING TIME.ONCE CORRECTED RE-FILE USING THE "NOTICE OF CORRECTED IMAGE/DOCUMENT" EVENT IN CMECF.(no image attached) (Copies have been distributed pursuant to the NEF - DXO) (Entered: 03/29/2018)	
23	03/29/2018	NOTICE of Corrected Image/Document re 22 Minute Order, 21 Stipulation by Defendants Comerica Bank, Xerox Corporation. (Service of corrected image is attached.) (Welch, Whitney) (Entered: 03/29/2018)	
24	04/02/2018	ORDER Granting 21 Stipulation for Extension of Time re 17 Motion to Dismiss (First Request). Replies due by 4/6/2018. Signed by Judge James C. Mahan on 4/2/2018. (Copies have been distributed pursuant to the NEF - MR) (Entered: 04/02/2018)	
25	04/06/2018	REPLY to Response to 17 Motion to Dismiss, by Defendants Comerica Bank, Xerox Corporation. (Welch, Whitney) (Entered: 04/06/2018)	
26	05/08/2018	NOTICE Setting Hearing: A Scheduling Conference is set for 5/14/2018 at 10:30 AM in LV Courtroom 3B before Magistrate Judge Peggy A. Leen. (no image attached) (TKH) (Entered: 05/08/2018)	
27	05/11/2018	STIPULATION FOR EXTENSION OF TIME (First Request) re Discovery by Plaintiff Mark Clement. (Gibson, Thomas) (Entered: 05/11/2018)	
28	05/14/2018	MINUTES OF PROCEEDINGS - Scheduling Conference held on 5/14/2018 before Magistrate Judge Peggy A. Leen. Crtrm Administrator: E. Garcia; Pla Counsel: Arlette Newvine; Def Counsel: Whitney Welch; Recording start and end times: 10:28a.m. - 10:36a.m.; Courtroom: 3B; The Court makes preliminary remarks and hears representations of counsel regarding the scheduling conference in this case. Parties advise the Court that 27 Stipulation for Discovery of Time is moot.The Court will continue this for a status and scheduling conference in thirty (30) days, as discussed in open court. Parties are to file a joint status report with the Court by June 8, 2018. The joint status report shall include a scheduling plan and a discovery order, whether any stay is appropriate, and service to any defendants.Scheduling Conference set for Tuesday, June 12, 2018 at 9:30 AM in LV Courtroom 3B before Magistrate Judge Peggy A. Leen. (no image attached) (Copies have been	

2:17cv2787, Clement V. Colvin Et Al

#	Date	Proceeding Text	Source
		distributed pursuant to the NEF - EMG) (Entered: 05/14/2018)	
29	06/08/2018	Joint STATUS REPORT by Defendants Comerica Bank, Xerox Corporation. (Welch, Whitney) (Entered: 06/08/2018)	
30	06/12/2018	MINUTES OF PROCEEDINGS - Scheduling Conference held on 6/12/2018 before Magistrate Judge Peggy A. Leen. Crtrm Administrator: Jeff Miller; Pla Counsel: Thomas Gibson, Esq.; Def Counsel: Whitney Welch, Esq.; Time of Hearing: 9:30am; Electronic Court Recorder Operator: Liberty/CRD; Recording start and end times: 9:58:32 - 10:03:20; Courtroom: 3B; The Court summarizes the previous proceedings. The Court hears remarks from Counsel regarding Plaintiff's service upon the United States and their respective positions regarding a stay. The Court will continue this for a 30 day status conference. This Court's Courtroom Administrator will notify the US Attorney's Office that this matter has been scheduled for Status Hearing and that they should have a representative here for those proceedings. A 30 day stay will be imposed in the interim. Scheduling Conference set for 7/17/2018 at 9:30 AM in LV Courtroom 3B before Magistrate Judge Peggy A. Leen. (no image attached) (Copies have been distributed pursuant to the NEF - JAM) (Entered: 06/13/2018)	
31	07/17/2018	MINUTES OF PROCEEDINGS - Scheduling Conference held on 7/17/2018 before Magistrate Judge Peggy A. Leen. Crtrm Administrator: Jeff Miller; Pla Counsel: Thomas Gibson, Esq.; Def Counsel: Jason Hicks, Esq.; Time of Hearing: 9:30am; Electronic Court Recorder Operator: Liberty/CRD; Recording start and end times: 9:30:43 - 9:37:00; Courtroom: 3B; The Court summarizes the previous proceedings. US Attorney Mark Woolf is present. The Court confirms with Mr. Woolf that service was effectuated on the US Attorneys Office and they will file their response in the normal course in the manner of filing a Motion to Dismiss. Plaintiff's Counsel represents that he will not need to complete any discovery in order to respond to the Government's Motion to Dismiss and that the issue can be decided as a matter of law. The Court discusses with Counsel a stay pending the decision on the dispositive motions. IT IS ORDERED: The Court will enter a stay in this case and a proposed Discovery Plan and Scheduling Order within 14 days from decision on the dispositive motions for any claims that survive. (no image attached) (Copies have been distributed pursuant to the NEF - JAM) (Entered: 07/17/2018)	
32	07/17/2018	AMENDED MINUTES OF PROCEEDINGS - Scheduling Conference held on 7/17/2018 before Magistrate Judge Peggy A. Leen. Crtrm Administrator: Jeff Miller; Pla Counsel: Thomas Gibson, Esq.; Def Counsel: Jason Hicks, Esq.; Time of Hearing: 9:30am; Electronic Court Recorder Operator: Liberty/CRD; Recording start and end times: 9:30:43 - 9:37:00; Courtroom: 3B; The Court summarizes the previous proceedings. US Attorney Mark Woolf is present. The Court confirms with Mr. Woolf that service was effectuated on the US Attorneys Office and they will file their response in the normal course in the manner of filing a Motion to Dismiss. Plaintiff's Counsel represents that he will not need to complete any discovery in order to respond to the Government's Motion to Dismiss and that the issue can be decided as a matter of law. Defendants' Comerica and Xerox have filed a motion to dismiss which raises the court's subject matter jurisdiction. Counsel for the government also intends to file a motion to dismiss by the deadline for filing an answer or responsive pleading. The Court discusses with Counsel a stay pending the decision on the dispositive motions. IT IS ORDERED: A stay is entered pending decision of defendants' motions to dismiss. The parties shall submit a proposed discovery plan and	

2:17cv2787, Clement V. Colvin Et Al

#	Date	Proceeding Text	Source
		scheduling order within 14 of decision of dispositive motions for any claims that survive. (no image attached) (Entered: 07/19/2018)	
33	08/06/2018	MOTION to Dismiss 1 Complaint,, by Defendants Nancy A. Berryhill, United States of America. Responses due by 8/20/2018. Discovery Plan/Scheduling Order due by 9/20/2018. (Attachments: # 1 Declaration Brandon Dell'Aglio) (Woolf, Mark) NOTICE of Certificate of Interested Parties requirement: Under Local Rule 7.1-1, a party must immediately file its disclosure statement with its first appearance, pleading, petition, motion, response, or other request addressed to the court. (Entered: 08/06/2018)	
34	08/09/2018	JOINDER to 33 Motion to Dismiss,, by Defendants Comerica Bank, Xerox Corporation. (Welch, Whitney) (Entered: 08/09/2018)	
35	08/20/2018	First STIPULATION FOR EXTENSION OF TIME (First Request) To Respond to Defendant's Motion to Dismiss re 33 Motion to Dismiss,, by Plaintiff Mark Clement. (Gibson, Thomas) (Entered: 08/20/2018)	
36	08/20/2018	ORDER granting 35 Stipulation; Re: 33 Motion to Dismiss, Responses due by 8/30/2018. Signed by Judge James C. Mahan on 8/20/2018. (Copies have been distributed pursuant to the NEF - JM) (Entered: 08/20/2018)	
37	08/28/2018	NOTICE of Change of Address by Whitney Welch-Kirmse. (Welch-Kirmse, Whitney) (Entered: 08/28/2018)	
38	08/30/2018	Second STIPULATION FOR EXTENSION OF TIME (Second Request) To Respond to Defendant's Motion to Dismiss re 33 Motion to Dismiss,, 35 Stipulation by Plaintiff Mark Clement. (Gibson, Thomas) (Entered: 08/30/2018)	
39	08/30/2018	ORDER granting 38 Stipulation; Re: 33 Motion to Dismiss, Responses due by 9/13/2018. Signed by Judge James C. Mahan on 8/30/2018. (Copies have been distributed pursuant to the NEF - JM) (Entered: 08/30/2018)	
40	09/12/2018	Third STIPULATION FOR EXTENSION OF TIME (Third Request) To Respond re 33 Motion to Dismiss,, by Plaintiff Mark Clement. (Gibson, Thomas) (Entered: 09/12/2018)	
41	09/12/2018	ORDER granting 40 Stipulation; Re: 33 Motion to Dismiss. Responses due by 10/4/2018. Signed by Judge James C. Mahan on 9/12/2018. (Copies have been distributed pursuant to the NEF - JM) (Entered: 09/12/2018)	
42	10/04/2018	RESPONSE to 33 Motion to Dismiss,, by Plaintiff Mark Clement. Replies due by 10/11/2018. (Attachments: # 1 Exhibit A - Fraud Applications, # 2 Exhibit B -DE Denial of Admin Claim, # 3 Exhibit C - Demand Letter, # 4 Exhibit D - Final Notice, # 5 Exhibit E - Follow Up letter, # 6 Exhibit F - Final Notice) (Gibson, Thomas) (Entered: 10/04/2018)	
43	10/10/2018	STIPULATION FOR EXTENSION OF TIME (First Request) re 33 Motion to Dismiss,, by Defendants Nancy A. Berryhill, United States of America. (Woolf, Mark) (Entered: 10/10/2018)	
44	10/25/2018	REPLY to Response to 33 Motion to Dismiss,, by Defendants Nancy A. Berryhill, United States of America. (Woolf, Mark) (Entered: 10/25/2018)	
45	11/28/2018	ORDER granting 33 Motion to Dismiss; ORDER granting 43 Stipulation; ORDER denying 17 Motion to Dismiss; Signed by Judge James C. Mahan on 11/28/2018. (Copies have been distributed pursuant to the NEF - JM) (Entered: 11/28/2018)	
46	11/28/2018	CLERK'S JUDGMENT in favor of Comerica Bank, United States of America, Xerox Corporation, Nancy A. Berryhill against Mark Clement. Signed by Clerk of Court Debra K. Kemp on	

#	Date	Proceeding Text	Source
		11/28/2018. (Copies have been distributed pursuant to the NEF - JM) (Entered: 11/28/2018)	

Judgments

Date	In Favor Of	Against	Amount	Interest	Court Cost	Status	Status Date
11/28/2018	Nancy A. Berryhill	Mark Clement	\$ 0.00	0.00%	\$ 0.00	No Payment	11/28/2018
11/28/2018	Comerica Bank	Mark Clement	\$ 0.00	0.00%	\$ 0.00	No Payment	11/28/2018
11/28/2018	United States of America	Mark Clement	\$ 0.00	0.00%	\$ 0.00	No Payment	11/28/2018
11/28/2018	Xerox Corporation	Mark Clement	\$ 0.00	0.00%	\$ 0.00	No Payment	11/28/2018

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*** THIS DATA IS FOR INFORMATIONAL PURPOSES ONLY ***

End of Document

EXHIBIT 14

EXHIBIT 14

8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302

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ATTORNEYS AT LAW

JOHN R. BAILEY

DIRECT DIAL
702.851.0051

JBAILEY@BAILEYKENNEDY.COM

June 16, 2020

Via U.S. Mail and Email:

ferrariom@gtlaw.com

pruntyd@gtlaw.com

Mark E. Ferrario, Esq.
Donald L. Prunty, Esq.
Greenberg Traurig, LLP
10845 Griffith Peak Drive, Suite 600
Las Vegas, Nevada 89135

Re: *State of Nevada, Ex Rel. Commissioner of Insurance, Barbara D. Richardson, in her Official Capacity as Receiver for Nevada Health Co-Op v. Milliman, Inc., a Washington Corporation, et al.*; Case No. A-17-760558-C

Dear Mark and Don:

In reviewing the evidence in this case, evidence that you and your client (the Plaintiff/Receiver) are in possession of, it has become abundantly evident to us that Xerox State Healthcare, LLC (“Xerox”)—as the initial contractor responsible for enrollment and eligibility for the Silver State Health Insurance Exchange (“SSHIX”)—caused significant problems for Nevada Health CO-OP and its processing of member claims. These problems caused by Xerox ultimately led to the purported termination of its contract with SSHIX. See, e.g., Deloitte Assessment Report for the Nevada Silver State Health Insurance Exchange dated April 25, 2014; and the article “Nevada Boots Xerox as Contractor for Health Insurance Exchange,” *Reno Gazette Journal*, May 20, 2014. Yet, to our knowledge, the Receiver—on behalf of Nevada Health CO-OP—has not taken any action against Xerox, nor has she taken any steps to acknowledge the adverse impact Xerox’s performance had on Nevada Health CO-OP.

Before our clients proceed with respect to the Xerox issues, by this letter we are seeking the Receiver’s written explanation as to why she has not pursued Xerox for the harm it caused Nevada Health CO-OP. As a neutral and independent party as well as an arm of the Court, the Receiver has an ongoing obligation of transparency; therefore, she must explain her decision not to pursue an obviously culpable party. In order to avoid any uncertainty about our position as it relates to this request for an explanation, if the Receiver either fails or refuses to provide us with an explanation, we will presume that she has no rational explanation for not pursuing Xerox, and we will therefore proceed accordingly.

Mark E. Ferrario, Esq.
Donald L. Prunty, Esq.
June 16, 2020
Page 2

Please provide us with the Receiver's written explanation by the close of business on Friday, June 26, 2020. Thank you.

Sincerely,



John R. Bailey

JRB\ano

EXHIBIT 15

EXHIBIT 15

John Bailey

From: PruntyD@gtlaw.com
Sent: Friday, June 26, 2020 4:07 PM
To: John Bailey
Cc: ferrariom@gtlaw.com
Subject: Re: letter of June 16

Dear John:

We are in receipt of your letter dated June 16, 2020. We are frankly surprised that you would even ask for information that would be protected in any event by the attorney client privilege and or the work product doctrine. To the extent that you seek discovery, it should be properly pursued through the discovery process. Your request appears to be based on false assumptions and a continuation of the tactics your clients have employed from the outset of this case. Rather than defending their conduct your clients have continually tried to delay the proceeding, claimed they didn't have information and in general avoided proving they fulfilled their obligations to NHC.

We would ask you to illustrate how your clients' failures to fulfill their duties to NHC could in any way be excused by any conduct of the exchange or its contractor Xerox. Further we would request that you provide a detailed analysis demonstrating your clients fulfilled each of their obligations to NHC. If you don't respond to these inquiries, we will assume that you are conceding you have no defense to the claims being asserted nor any recognized defense based on the conduct of the exchange or its contractor.

Best,

Donald Prunty
Shareholder

Greenberg Traurig, LLP
10845 Griffith Peak Drive
Suite 600 | Las Vegas, NV 89135
T +1 702.938.6890
PruntyD@gtlaw.com | www.gtlaw.com | [View GT Biography](#)



If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate the information.

EXHIBIT 16

EXHIBIT 16

GREENBERG TRAURIG, LLP
10845 Griffith Peak Drive
Suite 600
Las Vegas, Nevada 89135
Telephone: (702) 792-3773
Facsimile: (702) 792-9002

RESP

MARK E. FERRARIO, ESQ.

Nevada Bar No. 001625

ERIC W. SWANIS, ESQ.

Nevada Bar No. 006840

DONALD L. PRUNTY, ESQ.

Nevada Bar No. 008230

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Email: ferrariom@gtlaw.com

swanise@gtlaw.com

pruntyd@gtlaw.com

meierg@gtlaw.com

Counsel for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

STATE OF NEVADA, EX REL.
COMMISSIONER OF INSURANCE,
BARBARA D. RICHARDSON, IN HER
OFFICIAL CAPACITY AS RECEIVER FOR
NEVADA HEALTH CO-OP,

Plaintiff,

v.

MILLIMAN, INC., a Washington Corporation;
JONATHAN L. SHREVE, an Individual;
MARY VAN DER HEIJDE, an Individual;
MILLENNIUM CONSULTING SERVICES,
LLC, a North Carolina Corporation; LARSON
& COMPANY P.C., a Utah Professional
Corporation; DENNIS T. LARSON, an
Individual; MARTHA HAYES, an Individual;
INSUREMONKEY, INC., a Nevada
Corporation; ALEX RIVLIN, an Individual;

CASE NO. A-17-760558-B

DEPARTMENT XVI

**PLAINTIFF'S RESPONSE TO
UNITE HERE HEALTH'S THIRD
SET OF INTERROGATORIES**

NEVADA HEALTH SOLUTIONS, LLC, a
Nevada Limited Liability Company; PAMELA
EGAN, an Individual; BASIL C. DIBSIE, an
Individual; LINDA MATTOON, an Individual;
TOM ZUMTOBEL, an Individual; BOBBETTE
BOND, an Individual; KATHLEEN SILVER,
an Individual; UNITE HERE HEALTH, is a
multi-employer health and welfare trust as
defined in ERISA Section 3(37); DOES I
through X inclusive; and ROE
CORPORATIONS I-X, inclusive,

Defendants.

Pursuant to Rule 33 of the Nevada Rules of Civil Procedure, Plaintiff, Barbara D. Richardson, Commissioner of Insurance in the State of Nevada, in her official capacity as Permanent Receiver of Nevada Health CO-OP ("Plaintiff"), by and through her counsel of record, the law firm of Greenberg Traurig, LLP, hereby responds to Defendant UHH's ("UHH") Third Set of Interrogatories as set forth below. Discovery is ongoing and Plaintiff reserves the right to supplement these responses should additional information be discovered:

GENERAL OBJECTIONS

Plaintiff has not completed its investigation and/or discovery of all facts which support claims and defenses of this action. Plaintiff therefore requests, and specifically reserves, the right to supplement its responses to these discovery requests and to provide additional information and materials as such become known and available.

Plaintiff also reserves the right to object on any ground to the use of any information provided herein in any proceeding whatsoever, and to object at any time to these or further discovery requests from UHH. Plaintiff provides its written responses below subject to the following General Objections as may be applicable to the particular discovery requests:

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1. Plaintiff objects to these interrogatories to the extent they seek information or documents not relevant to the claim or defense of any party in this action or are otherwise beyond the scope of permissible discovery.

2. Plaintiff objects to these interrogatories to the extent they seek information or the identification or production of documents protected by the attorney-work product doctrine, the attorney-client privilege, or are otherwise privileged or protected from discovery.

3. Plaintiff objects to these interrogatories to the extent they seek information or the identification or production of documents not known to Plaintiff, already known to UHH, or are readily ascertainable by UHH through more appropriate means.

No incidental or implied admissions are intended by the responses set forth herein.

The fact that Plaintiff has objected to, or answered, any request or part thereof, or has not yet completed her response to any request or part thereof, should not be taken as an admission that Plaintiff accepts or admits the existence of any facts set forth or presupposed by such request, or that such response or objection constitutes admissible evidence. Plaintiff reserves the right to claim any privilege, confidentiality, or to raise any objection that becomes known upon further investigation or discovery. Subject to, and without waiving the foregoing objections, Plaintiff issues her responses to UHH's Third Set of Interrogatories as follows:

RESPONSES TO UNITE HERE HEALTH'S

THIRD SET OF INTERROGATORIES

INTERROGATORY NO. 30:

Did Plaintiff, NHC and/or NDOI settle any potential claims for relief and/or causes of action against Xerox and/or any of its affiliates, parent entities, and/or subsidiaries relating to Xerox's involvement with the Silver State Health Insurance Exchange? If so, provide:

- The date of the settlement;

- The material terms of the settlement; and
- The names of the attorneys involved in negotiating the settlement.

RESPONSE TO INTERROGATORY NO. 30:

Plaintiff objects to this interrogatory in that the term “affiliate” is undefined and ambiguous as used. Plaintiff has not entered into any settlement of any potential claims against Xerox. As to the other entities listed, Plaintiff is not aware of any such settlements. As for the NDOI, the Plaintiff is not aware of any such settlements. On information and belief Xerox has entered into and settled class action claims by certain insureds and vendors which may overlap with those represented by the Plaintiff in this case. Plaintiff was not a party to those actions or settlements.

INTERROGATORY NO. 31:

Explain why Plaintiff did not include Xerox and/or any of its affiliates, parent entities, and/or subsidiaries as a defendant in this action.

RESPONSE TO INTERROGATORY NO. 31:

Plaintiff objects to this interrogatory in that the term “affiliate” is undefined and ambiguous as used. Plaintiff objects to this interrogatory in that UHH is not entitled to information protected by attorney client privilege and the attorney work product doctrine. As UHH’s counsel is aware, case strategies, mental impressions, conclusions, opinions, or legal theories are not discoverable. This interrogatory is clearly asking for NHC counsel’s strategies, opinions, and legal theories, which are protected. Notwithstanding and without waiving the above, on information and belief Xerox was a vendor of the Silver State Health Insurance Exchange and had no direct contractual relationship with NHC. In this instant case, based on the merits and resources of the receivership, Plaintiff elected to pursue those entities and individuals that were most directly responsible for NHC’s damages, namely the

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Defendants. Plaintiff reserves the right to pursue any person or entity, including Xerox, in this, separate or associated litigation, based on applicable evidence as may be discovered.

DATED this 7th day of August 2020.

GREENBERG TRAURIG, LLP

/s/ Donald L. Prunty

MARK E. FERRARIO, ESQ.

Nevada Bar No. 1625

ERIC W. SWANIS, ESQ.

Nevada Bar No. 6840

DONALD L. PRUNTY, ESQ.

Nevada Bar No. 8230

GLENN F. MEIER, ESQ.

Nevada Bar No. 006059

10845 Griffith Peak Drive, Suite 600

Las Vegas, Nevada 89169

Counsel for Plaintiff

VERIFICATION

STATE OF TEXAS)
COUNTY OF TRAVIS) ss.

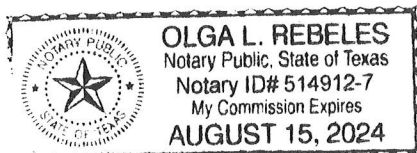
I, **Mark F. Bennett** as authorized representative of Special Deputy Receiver, on behalf of STATE OF NEVADA, EX REL, COMMISSIONER OF INSURANCE, BARBARA D. RICHARDSON, IN HER OFFICIAL CAPACITY AS RECEIVER FOR NEVADA HEALTH CO-OP, being first duly sworn, depose and state that I have read the foregoing **PLAINTIFF'S RESPONSES TO UNITE HERE HEALTH'S THIRD SET OF INTERROGATORIES**. I know the contents thereof to be true of my knowledge, except as to those matters therein stated upon information and belief, and as to those matters, I believe them to be true.

Mark F. Bennett

Name: Mark Bennett
Title Special Deputy Receiver

SUBSCRIBED and SWORN to before
me this 31st day of July 2020.

Olga L. Rebeles
NOTARY PUBLIC in and for
said County and State



CERTIFICATE OF SERVICE

I hereby certify that on **August 7, 2020**, a true and correct copy of the foregoing **PLAINTIFF'S RESPONSES TO UNITE HERE HEALTH'S THIRD SET OF INTERROGATORIES** was submitted for service using the Odyssey eFileNV Electronic Service system and served on all parties with an email address on record, pursuant to Administrative Order 14-2 and Rule 9 of the N.E.F.C.R. The date and time of the electronic proof of service is in place of the date and place of deposit in the United States mail.

/s/ Evelyn Escobar-Gaddi
An employee of Greenberg Traurig, LLP

EXHIBIT 17

EXHIBIT 17

GREENBERG TRAURIG, LLP
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Facsimile: (702) 792-9002

RESP

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meierg@gtlaw.com

Counsel for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

STATE OF NEVADA, EX REL.
COMMISSIONER OF INSURANCE,
BARBARA D. RICHARDSON, IN HER
OFFICIAL CAPACITY AS RECEIVER FOR
NEVADA HEALTH CO-OP,

Plaintiff,

v.

MILLIMAN, INC., a Washington
Corporation; JONATHAN L. SHREVE, an
Individual; MARY VAN DER HEIJDE, an
Individual; MILLENNIUM CONSULTING
SERVICES, LLC, a North Carolina
Corporation; LARSON & COMPANY P.C., a
Utah Professional Corporation; DENNIS T.
LARSON, an Individual; MARTHA HAYES,
an Individual; INSUREMONKEY, INC., a
Nevada Corporation; ALEX RIVLIN, an
Individual; NEVADA HEALTH
SOLUTIONS, LLC, a Nevada Limited

CASE NO. A-17-760558-B

DEPARTMENT XVI

**PLAINTIFF'S RESPONSE TO UNITE
HERE HEALTH'S SIXTH SET OF
REQUESTS FOR PRODUCTION**

Liability Company; PAMELA EGAN, an Individual; BASIL C. DIBSIE, an Individual; LINDA MATTOON, an Individual; TOM ZUMTOBEL, an Individual; BOBBETTE BOND, an Individual; KATHLEEN SILVER, an Individual; UNITE HERE HEALTH, is a multi-employer health and welfare trust as defined in ERISA Section 3(37); DOES I through X inclusive; and ROE CORPORATIONS I-X, inclusive,

Defendants.

COMES NOW Plaintiff STATE OF NEVADA, EX REL, COMMISSIONER OF INSURANCE, BARBARA D. RICHARDSON, IN HER OFFICIAL CAPACITY AS RECEIVER FOR NEVADA HEALTH Co-Op, ("Plaintiff") by and through its counsel of record, hereby answers Defendant UNITE HERE HEALTH'S ("UHH") Sixth Set of Requests for Production as set forth below. Discovery is ongoing and Plaintiff reserves the right to supplement these responses should additional information be discovered:

GENERAL OBJECTIONS

Plaintiff has not completed its investigation and/or discovery of all facts which support claims and defenses of this action. Plaintiff therefore requests, and specifically reserves, the right to supplement its responses to these discovery requests and to provide additional information and materials as such become known and available.

Plaintiff also reserves the right to object on any ground to the use of any information provided herein in any proceeding whatsoever, and to object at any time to these or further discovery requests from Silver. Plaintiff provides its written responses below subject to the following General Objections as may be applicable to the particular discovery requests:

1. Plaintiff objects to these requests to the extent they seek information or documents not relevant to the claim or defense of any party in this action or are otherwise beyond the scope of permissible discovery.

///

2. Plaintiff objects to these requests to the extent they seek information or the identification or production of documents protected by the attorney-work product doctrine, the attorney-client privilege, or are otherwise privileged or protected from discovery.

3. Plaintiff objects to these requests to the extent they seek information or the identification or production of documents not known to Plaintiff, already known to UHH, or are readily ascertainable by UHH through more appropriate means.

No incidental or implied admissions are intended by the responses set forth herein. The fact that Plaintiff has objected to, or answered, any request or part thereof, or has not yet completed her response to any request or part thereof, should not be taken as an admission that Plaintiff accepts or admits the existence of any facts set forth or presupposed by such request, or that such response or objection constitutes admissible evidence. Plaintiff reserves the right to claim any privilege, confidentiality, or to raise any objection that becomes known upon further investigation or discovery. Subject to, and without waiving the foregoing objections, Plaintiff issues her responses to UNITE HERE HEALTH'S Sixth Set of Requests for Production as follows:

**RESPONSES TO UNITE HERE HEALTH'S
SIXTH SET OF REQUESTS FOR PRODUCTION**

REQUEST FOR PRODUCTION NO. 1:

Produce any and all documents which memorialize any settlement and/or resolution between Plaintiff (NHC and/or NDOI) and Xerox (and/or any of its affiliates, parent entities, and/or subsidiaries), including, but not limited to, settlement agreements and/or release agreements.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Respondent objects to this request on the grounds that the requested documents are neither relevant to this case nor are they reasonably calculated to lead to the discovery of admissible evidence. Respondent further objects to this request on the grounds that the terms "resolution" and "affiliates" are vague and ambiguous as used and Respondent is not

certain what is being asked of Respondent. Notwithstanding the foregoing objections, Respondent is not in possession of any documents responsive to this request. Respondent notes that discovery is ongoing in this matter and reserves all rights to supplement and/or amend this response.

REQUEST FOR PRODUCTION NO. 2:

Produce any and all documents which memorialize communications by and between NHC (and/or NDOI) and Xerox (and/or any of its affiliates, parent entities, and/or subsidiaries) from January 1, 2012 to the present which relate, either directly or indirectly, to Xerox's performance or lack thereof as a contractor for the Silver State Health Insurance Exchange.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Respondent objects to this request on the grounds that the requested documents are neither relevant to this case nor are they reasonably calculated to lead to the discovery of admissible evidence. Respondent further objects to this request on the grounds that the terms "affiliates" and "Xerox's performance" are vague and ambiguous as used and Respondent is not certain what is being asked of Respondent. The Special Deputy Receiver was not in place at the time that any such potential communications would have been generated and therefore may not have access to all possibly responsive communications. Notwithstanding the foregoing, Respondent identifies the following documents responsive to this request: PLAINTIFF02499435 - PLAINTIFF02499436; PLAINTIFF02499439 - PLAINTIFF02499440; PLAINTIFF02499441 - PLAINTIFF02499442; PLAINTIFF02499443 - PLAINTIFF02499448; PLAINTIFF02499449 - PLAINTIFF02499453; PLAINTIFF02499454 - PLAINTIFF02499457; PLAINTIFF02499458 - PLAINTIFF02499461; PLAINTIFF02499462 - PLAINTIFF02499465; PLAINTIFF02499471 - PLAINTIFF02499476; PLAINTIFF02499477 - PLAINTIFF02499481; PLAINTIFF02499482 - PLAINTIFF02499485; PLAINTIFF02499486 - PLAINTIFF02499490; PLAINTIFF02499491 - PLAINTIFF02499492; PLAINTIFF02499493;

1 PLAINTIFF02499494; PLAINTIFF02499495; PLAINTIFF02499496;
2 PLAINTIFF02499497; PLAINTIFF02499498; PLAINTIFF02499499 -
3 PLAINTIFF02499500; PLAINTIFF02499501; PLAINTIFF02499502 -
4 PLAINTIFF02499503; PLAINTIFF02499504; PLAINTIFF02499505 -
5 PLAINTIFF02499508; PLAINTIFF02499509 - PLAINTIFF02499511;
6 PLAINTIFF02499512; PLAINTIFF02499513 - PLAINTIFF02499514;
7 PLAINTIFF02499543; PLAINTIFF02499544 - PLAINTIFF02499545;
8 PLAINTIFF02499546; PLAINTIFF02499547 - PLAINTIFF02499548;
9 PLAINTIFF02499549; PLAINTIFF02499550 - PLAINTIFF02499556;
10 PLAINTIFF02499557; PLAINTIFF02499558; PLAINTIFF02499559;
11 PLAINTIFF02499562 - PLAINTIFF02499564; PLAINTIFF02499565. Respondent notes
12 that discovery is ongoing in this matter and reserves all rights to supplement and/or amend
13 this response.

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

15 Produce a copy of the engagement letter (and any amendments, addendums, and/or
16 modifications thereto) between Plaintiff (NHC and/or NDOI) and Plaintiff's legal counsel
17 for its/her representation in this case.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

19 Respondent objects to this request on the grounds that the requested documents are
20 neither relevant to this case nor are they reasonably calculated to lead to the discovery of
21 admissible evidence. Furthermore, Respondent objects to this request on the grounds that
22 any documents responsive to this request may be protected by the attorney client privilege
23 and the attorney work product privilege. Respondent notes that the Court has taken under
24 submission the issue of the scope of the attorney client and attorney work product privileges
25 in this case and reserves all rights to amend this response based on future rulings from the
26 Court on issues relating to the scope of applicable privileges. Respondent further notes that
27 discovery is ongoing in this matter and reserves all rights to supplement and/or amend this
28 response.

REQUEST FOR PRODUCTION NO. 4

Produce a copy of the engagement letter (and any amendments, addendums, and/or modifications thereto) between Plaintiff (NHC and/or NDOI) and the Special Deputy Receiver for professional services in this case.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

Respondent objects to this request on the grounds that the requested documents are neither relevant to this case nor are they reasonably calculated to lead to the discovery of admissible evidence. Furthermore, Respondent objects to this request on the grounds that any documents responsive to this request may be protected by the attorney client privilege and the attorney work product privilege. Respondent notes that the Court has taken under submission the issue of the scope of the attorney client and attorney work product privileges in this case and reserves all rights to amend this response based on future rulings from the Court on issues relating to the scope of applicable privileges. Respondent further notes that discovery is ongoing in this matter and reserves all rights to supplement and/or amend this response.

REQUEST FOR PRODUCTION NO. 5:

Produce a copy of the engagement letter (and any amendments, addendums, and/or modifications thereto) between Plaintiff (NHC and/or NDOI) and Palomar Financial, LLC for professional services in this case.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Respondent objects to this request on the grounds that the requested documents are neither relevant to this case nor are they reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding the foregoing objection, Respondent is not in possession of any documents responsive to this request.

REQUEST FOR PRODUCTION NO. 6:

Produce any and all conflict of interest waivers that Plaintiff's counsel received from NHC.

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RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Respondent objects to this request on the grounds that the requested documents are neither relevant to this case nor are they reasonably calculated to lead to the discovery of admissible evidence. Furthermore, Respondent objects to this request on the grounds that any documents responsive to this request may be protected by the attorney client privilege and the attorney work product privilege. Respondent notes that the Court has taken under submission the issue of the scope of the attorney client and attorney work product privileges in this case and reserves all rights to amend this response based on future rulings from the Court on issues relating to the scope of applicable privileges. Respondent further notes that discovery is ongoing in this matter and reserves all rights to supplement and/or amend this response.

REQUEST FOR PRODUCTION NO. 7:

Produce any and all conflict of interest waivers that Plaintiff's counsel received from Xerox (and/or any of its affiliates, parent entities, and/or subsidiaries).

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

Respondent objects to this request on the grounds that the requested documents are neither relevant to this case nor are they reasonably calculated to lead to the discovery of admissible evidence. Furthermore, Respondent objects to this request on the grounds that any documents responsive to this request may be protected by the attorney client privilege and the attorney work product privilege. Respondent notes that the Court has taken under submission the issue of the scope of the attorney client and attorney work product privileges in this case and reserves all rights to amend this response based on future rulings from the Court on issues relating to the scope of applicable privileges. Respondent further notes that discovery is ongoing in this matter and reserves all rights to supplement and/or amend this response.

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REQUEST FOR PRODUCTION NO. 8:

Produce any and all conflict of interest waivers that Plaintiff's counsel received from Valley Health System (and/or any of its affiliates, parent entities, and/or subsidiaries).

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

Respondent objects to this request on the grounds that the requested documents are neither relevant to this case nor are they reasonably calculated to lead to the discovery of admissible evidence. Furthermore, Respondent objects to this request on the grounds that any documents responsive to this request may be protected by the attorney client privilege and the attorney work product privilege. Respondent notes that the Court has taken under submission the issue of the scope of the attorney client and attorney work product privileges in this case and reserves all rights to amend this response based on future rulings from the Court on issues relating to the scope of applicable privileges. Respondent further notes that discovery is ongoing in this matter and reserves all rights to supplement and/or amend this response.

REQUEST FOR PRODUCTION NO. 9:

Produce any and all billing invoices submitted by Plaintiff's (NHC and/or NDOI) legal counsel, vendors, consultants, and/or experts to Plaintiff (NHC and/or NDOI) following the Court's appointment of the Plaintiff as receiver with respect to NHC.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

Respondent objects to this request on the grounds that the requested documents are neither relevant to this case nor are they reasonably calculated to lead to the discovery of admissible evidence. Furthermore, Respondent objects to this request on the grounds that any documents responsive to this request may be protected by the attorney client privilege and the attorney work product privilege. Notwithstanding the foregoing objections, Respondent notes that certain non-privileged information responsive to this request has been produced *in the various receiver's reports* filed in conjunction with Eighth Judicial District Court Case Number A-15-725244-C and are available as matters of public record. Respondent notes that the Court has taken under submission the issue of the scope of the

attorney client and attorney work product privileges in this case and reserves all rights to amend this response based on future rulings from the Court on issues relating to the scope of applicable privileges. Respondent further notes that discovery is ongoing in this matter and reserves all rights to amend this response.

REQUEST FOR PRODUCTION NO. 10

Produce any and all correspondence from NHC or its counsel to Xerox and/or the Governor of the State of Nevada regarding: (1) problems and issues NHC was experiencing with the Exchange and/or Xerox; and/or (2) how NHC and/or its members have been injured by the Exchange and/or Xerox.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

Respondent objects to this request on the grounds that the requested documents are neither relevant to this case nor are they reasonably calculated to lead to the discovery of admissible evidence. Respondent further objects to this request on the grounds that the term “problems and issues NHC was experiencing with the Exchange and/or Xerox” is vague and ambiguous as used and Respondent is not certain what is being asked of Respondent. The Special Deputy Receiver was not in place at the time that any such potential communications would have been generated and therefore may not have access to all possibly responsive communications. Notwithstanding the foregoing, Respondent identifies the following documents responsive to this request: PLAINTIFF02499435 - PLAINTIFF02499436; PLAINTIFF02499439 - PLAINTIFF02499440; PLAINTIFF02499441 - PLAINTIFF02499442; PLAINTIFF02499443 - PLAINTIFF02499448; PLAINTIFF02499449 - PLAINTIFF02499453; PLAINTIFF02499454 - PLAINTIFF02499457; PLAINTIFF02499458 - PLAINTIFF02499461; PLAINTIFF02499462 - PLAINTIFF02499465; PLAINTIFF02499471 - PLAINTIFF02499476; PLAINTIFF02499477 - PLAINTIFF02499481; PLAINTIFF02499482 - PLAINTIFF02499485; PLAINTIFF02499486 - PLAINTIFF02499490; PLAINTIFF02499491 - PLAINTIFF02499492; PLAINTIFF02499493; PLAINTIFF02499494; PLAINTIFF02499495;

1 PLAINTIFF02499496; PLAINTIFF02499497; PLAINTIFF02499498;
 2 PLAINTIFF02499499 - PLAINTIFF02499500; PLAINTIFF02499501;
 3 PLAINTIFF02499502 - PLAINTIFF02499503; PLAINTIFF02499504;
 4 PLAINTIFF02499505 - PLAINTIFF02499508; PLAINTIFF02499509 -
 5 PLAINTIFF02499511; PLAINTIFF02499512; PLAINTIFF02499513 -
 6 PLAINTIFF02499514; PLAINTIFF02499543; PLAINTIFF02499544 -
 7 PLAINTIFF02499545; PLAINTIFF02499546; PLAINTIFF02499547 -
 8 PLAINTIFF02499548; PLAINTIFF02499549; PLAINTIFF02499550 -
 9 PLAINTIFF02499556; PLAINTIFF02499557; PLAINTIFF02499558;
 10 PLAINTIFF02499559; PLAINTIFF02499562 - PLAINTIFF02499564;
 11 PLAINTIFF02499565. Respondent notes that discovery is ongoing in this matter and
 12 reserves all rights to supplement and/or amend this response.

13 DATED this 7th day of August 2020.

14 GREENBERG TRAURIG, LLP

15 /s/ Donald L. Prunty

16 MARK E. FERRARIO, ESQ.

17 Nevada Bar No. 1625

18 ERIC W. SWANIS, ESQ.

19 Nevada Bar No. 6840

20 DONALD L. PRUNTY, ESQ.

21 Nevada Bar No. 8230

22 GLENN F. MEIER, ESQ.

23 Nevada Bar No. 6059

24 10845 Griffith Peak Drive, Suite 600

25 Las Vegas, Nevada 89169

26 *Counsel for Plaintiff*

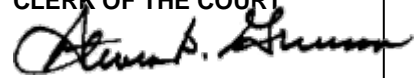
CERTIFICATE OF SERVICE

I hereby certify that on **August 7, 2020**, a true and correct copy of the foregoing **PLAINTIFF'S RESPONSES TO UNITE HERE HEALTH'S SIXTH SET OF REQUESTS FOR PRODUCTION** was submitted for service using the Odyssey eFileNV Electronic Service system and served on all parties with an email address on record, pursuant to Administrative Order 14-2 and Rule 9 of the N.E.F.C.R. The date and time of the electronic proof of service is in place of the date and place of deposit in the United States mail.

/s/ Evelyn Escobar-Gaddi
An employee of Greenberg Traurig, LLP

TAB 36

TAB 36



OPPM

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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

STATE OF NEVADA, EX REL.
COMMISSIONER OF INSURANCE,
BARBARA D. RICHARDSON, IN HER
OFFICIAL CAPACITY AS RECEIVER FOR
NEVADA HEALTH CO-OP,

Plaintiff,

v.

NEVADA HEALTH CO-OP,

Defendant.

Case No.: A-15-725244-C

Dept. No.: I

**OPPOSITION TO MOTION TO
INTERVENE**

Hearing: November 5, 2020, Chambers

COMES NOW Plaintiff, Commissioner of Insurance BARBARA D. RICHARDSON (“Commissioner” or “Plaintiff”), in her capacity as Receiver of Nevada Health CO-OP (“NHC”), by and through her undersigned counsel, and hereby files this Opposition to the Motion to Intervene filed by Silver State Health Insurance Exchange. This Opposition is made and based on the points and authorities set forth below, all pleadings on file in this matter, and any oral argument allowed by

1 the Court at the time of hearing.

2 DATED this 13th day of October, 2020.

3 GREENBERG TRAURIG, LLP

4 /s/ Donald L. Prunty
5 MARK E. FERRARIO, ESQ.
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13 *Counsel for Plaintiff*

14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 Silver State Health Insurance Exchange (the “Exchange”) asks this Court to grant relief that
16 cannot be granted for multiple reasons. The Exchange essentially asks the Court to ignore the
17 deadline for filing claims against the Receivership Estate, and to allow a claim, even though that
18 claims has not been filed despite the deadline to do so lapsing more than three years ago. Allowing
19 such an untimely claim would not only violate the express orders of this Court but would also violate
20 the statutory law governing the same and prejudice other claimants. Moreover, the Exchange
21 concedes that the relief sought is moot, the claim the Exchange seeks to assert cannot be paid through
22 the receivership. As such, the Exchange’s Motion fails to provide this Court with any recognizable
23 basis to permit intervention and should be denied in its entirety.

24 **STATEMENT OF RELEVANT FACTS**

25 The Plaintiff, Barbara Richardson, is the Nevada Commissioner of Insurance and is the
26 Receiver for NHC. NHC was a non-profit health insurer created in accordance with Nevada insurance
27 law and the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, *et seq.* (“ACA”). NHC
28 operated as a CO-OP insuring Nevada residents in 2014 and 2015, but experienced significant
financial distress. In 2015, the then-acting Nevada Commissioner of Insurance filed the petition
herein requesting appointment as Receiver of NHC, for issuance of a Temporary Injunction, and for

1 other related relief.¹ On October 14, 2015, the Receivership Court entered its Permanent Injunction
2 and Order Appointing the Commissioner of Insurance as Permanent Receiver of NHC, and Cantilo
3 & Bennett, LLP as the Special Deputy Receiver (the “Receivership Order”).² As relevant here, the
4 Receivership Order provided:

5 “(8) All claims against the CO-OP, its assets, or the Property must be submitted to the
6 Receiver as specified herein to the exclusion of any other method of submitting or
7 adjudicating such claims in any forum, court or tribunal, subject to further Order of
8 this Court. The Receiver is hereby authorized to establish a Receivership Claims and
9 Appeal Process for all receivership claims. The Receivership Claims and Appeal
10 Process shall be used to facilitate the orderly disposition or resolution of all claims
11 involving the receivership or the receivership estate.”³

12 In September 2016, NHC was ordered to be liquidated.⁴ Thereafter, the Receivership Court
13 approved the Receiver’s Claims and Appeal Procedures and set an absolute deadline for the filing of
14 claims for April 28, 2017.⁵ Specifically, on October 10, 2016, the Court issued an order declaring
15 NHC insolvent and placing NHC into liquidation which provided, in pertinent part:

16 “[A]ll claims must be submitted to the Receiver and verified by affidavit with
17 supporting documentation under NRS 696B.330(1) and submitted under the claims
18 filing deadline under NRS 696B.330.(2)...”⁶

19 Per the terms of the Liquidation Order the claim filing deadline was April 29, 2017.⁷ The Liquidation
20 Order further stated:

21 “No claim filed after the Claim Filing Deadline may share in the assets of the estate,
22 and NHC shall have no liability as to any such late-filed claims.”⁸

23 The Receiver has processed those claims that were timely filed in accordance with the terms
24 of the Liquidation Order and the Liquidation Relief Order.⁹

25 ¹ See petition for Appointment of Receiver, filed September 25, 2015

26 ² See Permanent Injunction and Order Appointing the Commissioner of Insurance as Permanent Receiver of NHC, and
27 Cantilo & Bennett, LLP as the Special Deputy Receiver (the “Receivership Order”).

28 ³ *Id.*

⁴ See Final Order Declaring NHC to be Insolvent and Placing NHC into Receivership (“Liquidation Order”), dated
September 16, 2016.

⁵ See Final Order Granting Other Relief Related to Receiver’s Motion for Final Order Finding and Declaring Nevada
Health Co-Op to Be Insolvent and Placing Nevada Health Co-Op into Liquidation dated October 10, 2016 (the
“Liquidation Relief Order”).

⁶ *Id.* at ¶ 2(b).

⁷ Liquidation Order, p. 2, item (5).

⁸ *Id.* at (7).

⁹ See the Liquidation Order and the Liquidation Relief Order *supra*.

As noted by the Exchange, the assets of the NHC are not expected to be sufficient to satisfy any claims below Priority Class B.¹⁰ Moreover, The Receiver has no records indicating that any claim was filed on behalf of the Exchange.¹¹

The Exchange's Purported Claim

In the Motion, the Exchange states that it "believes" that it filed a proof of claim with the Receiver but did not produce any affidavit asserting that the claim had been submitted. Indeed, the Exchange concedes that it cannot prove that a claim was timely filed.¹² Moreover, despite this unsupported belief that a claim had been filed, it is apparent that the Exchange never inquired of NHC as to the status of this phantom claim, despite the passage of more than three years since the Claim Filing Deadline. Indeed, it was not until NHC filed suit against the Exchange in June 2020 that the Exchange seems to have suddenly remember that it purported to have a claim for roughly the same amount, and apparently made inquiry.

In response to that inquiry, NHC advised that it had not received a timely filed claim. Citing the Claim Filing Deadline, NHC advised that should the Exchange submit a claim at this point, such claim would not be processed due to its untimeliness.

The Exchange's Motion to Intervene followed this advisement, demanding that the Receiver be required to process and classify the Exchange's claim.¹³ In its Motion, the Exchange concedes that regardless of whether the claim is processed and classified, the Exchange will not share in any proceeds of NHC's Receivership Estate.¹⁴

LEGAL ARGUMENT

The Motion to Intervene should be denied. The Exchange's efforts to "intervene" in this insurance delinquency proceeding is nothing more than an effort to circumvent the claims process and its express final deadline for submission of claims. Rule 24 should not be used as a tool to escape the consequences of failing to comport with deadlines, particularly three years after the deadlines

¹⁰ Motion, 3:16-20, citing the Receiver's Nineteenth Status Report, filed July 10, 2020.

¹¹ Motion, Exhibit B.

¹² Motion, 6:3-5.

¹³ Motion, 7:18.

¹⁴ Motion, 5:13-15 ("[T]he Exchange would not share in any distribution from the estate even if [its claim] it were in Class E where it should be, so putting it in Class J makes no difference to the Exchange or to the CO-OP.").

1 have passed. Indeed, the Exchange cannot show that its interests were not adequately represented,
2 because it failed to comply with and take advantage of the claims process. Moreover, the Exchange
3 did not comply with the requirements of NRCP 24 in seeking intervention, and thus, denial is
4 appropriate on that basis as well.

5 Finally, even if were appropriate here, such intervention would be futile. Permitting the
6 Exchange to intervene offers no practical benefit, as the Exchange concedes it is not entitled to a share
7 in NHC's estate. Indeed, the Receiver is precluded, by this Court's Final Liquidation Order, from
8 recognizing any liability of NHC for late filed claims. Thus, there is no rational basis upon which
9 this Court could permit the Exchange to intervene.

10 As the Exchange has failed to show that it is entitled to intervention, the Motion should be
11 denied.

12 **I. THE EXCHANGE IS NOT ENTITLED TO INTERVENE IN THIS INSURANCE**
13 **DELINQUENCY ACTION, AS IT HAS NOT SATISFIED THE REQUIREMENTS OF**
14 **NRCP 24.**

15 The Motion should be denied, as the Exchange cannot show that it is entitled to intervention
16 under NRCP 24. Indeed, the Exchange has not even complied with the procedural requirements of
17 NRCP 24.

18 The Rule provides, in relevant part:

19 (a) **Intervention of Right.** On timely motion, the court must permit anyone to
20 intervene who:

- 21 (1) is given an unconditional right to intervene by a state or federal statute; or
22 (2) claims an interest relating to the property or transaction that is the subject
23 of the action, and is so situated that disposing of the action may as a practical
24 matter impair or impede the movant's ability to protect its interest, unless
25 existing parties adequately represent that interest.

26 * * *

27 (c) **Notice and Pleading Required.** A motion to intervene must be served on
28 the parties as provided in Rule 5. The motion must state the grounds for
intervention and be accompanied by a pleading that sets out the claim or defense
for which intervention is sought.

NRCP 24.

A. The Exchange Failed to Comply with the Procedural Requirements of NRCP 24(c), as No Pleading Setting Forth its Purported Claim or Defense is Provided.

The Exchange's Motion must be denied, because the Motion fails to include a complaint (or answer) that sets forth the nature of either its claim against NHC or its defense against the claims of the Receiver, as required under NRCP 24(c). Indeed, the Exchange does not even indicate whether it seeks to be a Plaintiff or Defendant in this delinquency action. Presumably, since the Exchange discusses a claim against NHC, it would seek to act as a Plaintiff. However, under NRS 696B.350, *only* the Insurance Commissioner has the authority to petition for receivership, or to otherwise take action that interferes with the business of a Nevada insurer. Given the foregoing, the Exchange has unsurprisingly failed to provide a complaint demonstrating how the Exchange could have standing to proceed as a Plaintiff Intervenor in this delinquency action. Nor has the Exchange presented any information to establish any possible defense to the delinquency claims raised by the Insurance Commissioner against NHC.

The Exchange may have attempted to comply with the requirements of NRCP 24 through the filing of its disingenuously titled "Errata," which contains only an "Exhibit C." Oddly, the Motion itself does not reference Exhibit C. Moreover, Exhibit C appears to consist of the Motion recast into another form, *i.e.*, an "objection"¹⁵ to the Receiver's determination, as it contains the same factual summary as the Motion, and the same legal argument as found in Parts B and C of the Motion. Thus, it appears that the Exchange does not truly seek to intervene as a party to this delinquency action, but instead, seeks to intervene in a single aspect of the proceedings. However, NRCP 24 does not permit any such piecemeal intervention; rather it contemplates the intervenor becoming a *party* in the litigation. *Saticoy Bay LLC v. JPMorgan Chase Bank, N.A.*, 388 P.3d 226 (Nev. 2017) (noting that intervenors are treated as parties to the original action, bound to all prior orders and decrees).

¹⁵ Under the Receivership Appeal Procedures approved by this Court, an Objection to a claim determination should be filed with the Special Deputy Receiver, and not with the Court. *See* Liquidation Relief Order, p. 2, item, (2), approving the Receivership Appeal Procedures set forth in Exhibit 4 to the Motion for Order Finding and Declaring NHC to be Insolvent, Placing NHC in Liquidation, and Granting Related Relief.

B. The Exchange Cannot Show that it is Entitled to Intervention as of Right.

Citing NRCP 24(a)(2), the Exchange argues that it is entitled to intervention as of right, contending that its interests are not adequately represented by the parties to the litigation. However, in making this claim, the Exchange is merely trying to circumvent the claims process that was instituted specifically to address those who had claims against NHC. While the Exchange is a debtor of NHC's, it also claims to have been a creditor. Here, the Receiver represents all those who were creditors of NHC. The Exchange has not shown that the Receiver's representation has been inadequate.

Here, the Exchange acknowledges that a claims procedure had been established, and that it had notice of such procedures. It also acknowledges that it is unable to show that it availed itself of that claim procedure in a timely manner. Rather, the Exchange contends the Receiver's unwillingness to accept and process a claim more than three years tardy renders the Receiver's representation inadequate. However, the Exchange's own failure to cooperate with the claims procedure cannot be deemed cause to permit intervention. Nevertheless, even if the Exchange were permitted to intervene, it would still be bound by the express order of this Court that NHC has no liability for untimely claims. *See Estate of Lomastro v. American Family Ins*, 124 Nev. 1060, 1067-68 (Nev. 2008) ("[W]hen an intervenor intervenes, it is bound by all prior orders and adjudications of fact and law as though it had been a party from the commencement of the suit.") (Internal quotation and citations omitted). Such prior orders may only be set only if the intervenor has not been remiss in seeking its rights. *Id.*

Moreover, to show inadequate representation, the intervenor must demonstrate that his interests in the outcome of the case diverge from those of existing parties. "If an applicant for intervention and an existing party share the same ultimate objective," then courts presume that the party adequately represents the interests of the non-party. *Citizens for Balanced Use v. Mont. Wilderness Ass'n*, 647 F.3d 893, 898 (9th Cir. 2011); *see Texas v. United States*, 805 F.3d 653, 661 (5th Cir. 2015) ("when the would-be intervenor has the same ultimate objective as a party to the lawsuit," then the party is presumed to adequately represent the interests of the non-party).¹⁶

¹⁶ Nevada's Rule 24 mirrors that of the federal rules. Where the Nevada Rules of Civil Procedure parallel the Federal Rules of Civil Procedure, rulings of federal courts interpreting and applying the federal rules are persuasive authority

1 This presumption may only be overcome by a "compelling showing" that the non-party's interests are
2 not being adequately represented. *Arakaki v. Cayetano*, 324 F.3d 1078, 1086 (9th Cir. 2003). Given
3 that the Exchange has not even attempted to demonstrate that its interests are not adequately
4 represented, the Exchange's request to intervene lacks any basis under NRC 24.

5 The Receiver's goal, indeed, her *duty*, in this matter is to marshal NHC's assets, and to use
6 such assets to pay NHC's obligations, including, if the assets are sufficient, claims of creditors. NRS
7 696B.420(b). The Exchange's interest is as a creditor, and therefore, its goal is to have its claims
8 paid. Accordingly, his interest is identical to that of the Receiver. *See also, Metcalf v. Investors*
9 *Equity Life Ins. Co. of Hawaii, Ltd.* 910 P.2d 110 (Haw. 1966), cert. denied. 518 U.S. 1018 (1996)
10 (noting that statutes governing the rehabilitation and liquidation of an insurer are designed "to protect
11 the interests of the insureds, claimants, creditors, and the public generally.").

12 The Exchange *had* the opportunity to have his claim as an insured addressed by the Receiver
13 yet failed to do so. The statutory scheme required under NRS 696B.330 was established for Exchange
14 to file its claim in a timely manner, but the Exchange failed to comply with these requirements. The
15 Exchange's failure to avail itself of the claims process does not result in its interests diverging from
16 the Receiver's; such a result would render the claims process illusory.

17 **II. The Motion to Intervene Should be Denied Because it is Futile.**

18 As shown above, the Motion to Intervene should be denied because the Exchange has failed
19 to show that it is entitled to intervention by right. Nevertheless, even as a practical matter,
20 intervention should also be denied because the relief sought cannot be granted for several reasons
21 and the Motion should be denied as futile.

22 Nevada law requires that claims be filed no later than the deadline determined by the
23 Receivership Court. NRS 696B.330(2). Here, the Liquidation Order further precludes the relief
24 requested by the Exchange, as it expressly proscribes any payment for claims filed after the Claims
25 Filing Date, and, further provides that "NHC shall have no liability as to any such late-filed claims."¹⁷

27 for this court in applying the Nevada Rules. *See Exec. Mgmt. Ltd. v. Ticor Title Ins. Co.*, 118 Nev. 46, 53, 38 P.3d 872,
28 876 (2002).

¹⁷ Liquidation Order, p. 2, at (7).

1 Accordingly, the Exchange’s contention that the Receiver failed to comply with the law by refusing
2 to process the claim is simply wrong. To the contrary, the Receiver would violate the law in allowing
3 a late filed claim to be paid.

4 In the Motion, the Exchange improperly contends that a Receiver has discretion to allow a
5 late-filed claim, even if a timely claim is statutorily mandated, citing dicta in *Settlemeyer Sons v.*
6 *Smith Harmer*, 124 Nev. 1206 (Nev. 2008). However, neither *Settlemeyer*, nor the cases cited therein
7 explained how such discretion could exist in the face of a statutory mandate for timely claims, given
8 the many decisions which have held that where statutory language is mandatory, there is no judicial
9 discretion. See, e.g., *Fink v. Markowitz (In re Estate of Black)*, 367 P.3d 416, 418 (Nev.
10 2016) (“‘Must’ is mandatory, as distinguished from the permissive ‘may.’”); *Johanson v. Eighth*
11 *Judicial Dist. Court*, 124 Nev. 245, 249-50, 182 P.3d 94, 97 (2008) (holding that mandatory language
12 in a statute “does not denote judicial discretion.”). Significantly, the existence of such a statutory
13 mandate in the general receivership statutes was not even mentioned in *Settlemeyer*. Nor, contrary to
14 the Exchange’s description of the *Settlemeyer* ruling, did the Supreme Court find that a receivership
15 court had abused its discretion by refusing to allow a late filed claim. In fact, the appeal in *Settlemeyer*
16 was not even from a judgment issued by a receivership court. Instead, *Settlemeyer* involved the
17 reversal of a judgment entered in a non-receivership proceeding permitting the receivership to be
18 garnished. Thus, the Exchange’s reliance on *Settlemeyer* is misplaced and has no bearing on this
19 matter.

20 The Exchange also contends that because there is a priority class that includes “late claims”,
21 that the Receiver has a duty to process such claims. However, NRS 696B.420 does not create a
22 right to a late claim; it merely establishes that the priority class of a late filed claim—a striking
23 difference. The existence of a claim class cannot override the statutory mandate that claims be
24 timely filed. As one court explained:

25 Although the decisional law has established many rules of statutory construction, they all
26 are basically guides in the judicial quest to determine the Legislature's intent so that the
27 purpose of the legislation may be effectuated. Although the decisional law has established
28 many rules of statutory construction, they all are basically guides in the judicial quest to
determine the Legislature's intent so that the purpose of the legislation may be effectuated.

Courts must give effect to statutes according to the usual, ordinary import of the language employed in framing them.

Kinder v. Pacific Public Carriers Co-op, Inc., 105 Cal.App.3d 657, 664 (Cal. Ct. App. 1980) (internal quotations and citations omitted). Here, NRS 696B.330 requires that claims be timely filed. To the extent that 696B.330(2) could be said to conflict with NRS 696B.420(1)(j), 696B.330(2) would necessarily prevail, as that provision was last amended in 2007, while 696B.420(1)(j) has been untouched since 1999. *See* 2007 Statutes of Nevada, p. 3332; *see also*, 1999 Statutes of Nevada, p. 2526; *see also*, *Williams v. State*, 402 P.3d 1260, 1265 (Nev. 2017) (“[W]hen statutes are in conflict, the one more recent in time controls over the provisions of an earlier enactment.”) (internal quotation and citation omitted). Moreover, the simple inclusion of late claims in the list of priority cannot override the express terms of the Court’s Liquidation Order prohibiting against NHC for late filed claims.

Furthermore, Nevada law expressly provides that a Receiver is *not* required to process any claims within priority classes that will not share in the assets of the estate. Specifically, the relevant statute states:

“The receiver is not required to process any claims in a class until it appears that assets will be available for distribution to that class. If there are insufficient assets to process claims for a class, the receiver shall notify the court and may make a recommendation to the court for the processing of any such claims.”

NRS 696B.330(4) (emphasis added). As conceded by the Exchange, the Receiver notified the Court that assets are not available for distribution of any priority class below “B.” Accordingly, there is no basis for the Exchange’s contention that the Receiver violated the law in refusing to process a claim that should have been filed more than three years ago but is nevertheless **not** subject to distribution. In essence, the Exchange is seeking to intervene and asking this Court to permit an untimely claim which will admittedly never be paid to be processed in contravention of the clear terms of this Court’s Liquidation Order and the statutes governing the same.

It cannot be overshadowed that the Exchange concedes it is not entitled to share in any assets of NHC’s estate. This indisputable fact renders the relief sought in the Motion completely moot. *See Personhood Nev. v. Bristol*, 126 Nev. 599, 602, 245 P.3d 572, 574 (2010) (noting that a case may be

1 dismissed as moot when the court is not able to afford the complaint any effective relief, even if
2 successful). Because the ultimately relief sought by the Exchange by way of intervention simply
3 cannot be granted, permitting intervention would be futile. Accordingly, the Motion should be
4 denied.

5 **CONCLUSION**

6 For the foregoing reasons, Plaintiff respectfully requests this Court deny the Motion to
7 intervene.

8 DATED this 13th day of October, 2020.

9 GREENBERG TRAURIG, LLP

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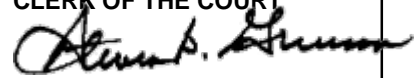
CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b)(2)(D) and E.D.C.R. 8.05, I hereby certify that on this 13th day of October, 2020 , a true and correct copy of the foregoing ***Plaintiff's Opposition To Motion To Intervene*** was submitted for service using the Odyssey eFileNV Electronic Service system and served on all parties with an email address on record, pursuant to Administrative Order 14-2 and Rule 9 of the N.E.F.C.R. The date and time of the electronic proof of service is in place of the date and place of deposit in the mail.

/s/ Andrea Lee Rosehill
An employee of Greenberg Traurig, LLP

TAB 37

TAB 37



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*Counsel for Barbara D. Richardson, Commissioner
of Insurance, as the Permanent Receiver for Nevada Health CO-OP*

IN THE EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

STATE OF NEVADA, EX REL.) CASE NO. A-15-725244-C
COMMISSIONER OF INSURANCE, IN HER) DEPARTMENT 1
OFFICIAL CAPACITY AS STATUTORY)
RECEIVER FOR DELINQUENT DOMESTIC)
INSURER,)

Plaintiff,)

vs.)

NEVADA HEALTH CO-OP,)

Defendant.)

TWENTIETH STATUS REPORT

COME NOW, Commissioner of Insurance Barbara D. Richardson in her capacity as
Receiver of Nevada Health CO-OP (“NHC,” or the “CO-OP”), and CANTILO & BENNETT,
L.L.P., Special Deputy Receiver (“SDR” - SDR and the Commissioner as Receiver are referred

1 to collectively herein as “Receiver”) and file this Twentieth Status Report in the above-captioned
2 receivership.

3 **I. INTRODUCTION AND HISTORICAL BACKGROUND**

4 The CO-OP is a state-licensed health insurer, formed in 2012 as a Health Maintenance
5 Organization, with a Certificate of Authority granted by the State of Nevada Division of
6 Insurance effective January 2, 2013. NHC was an Internal Revenue Code 501(c)(29) Qualified
7 Non-Profit Health Insurance Issuer, entitled to tax exemption by the Internal Revenue Service.
8 NHC was formed under a provision of the Patient Protection and Affordable Care Act (“ACA”)
9 providing for the formation of Consumer Operated and Oriented Plans. Having received from
10 the Centers for Medicare and Medicaid Services (“CMS”) of the United States Department of
11 Health and Human Services (“HHS”) a start-up loan of \$17,080,047, and a “solvency” loan of
12 \$48,820,349, NHC was required to operate as a non-profit, consumer-driven health insurance
13 issuer for the benefit of the public. The CO-OP’s primary business was to provide ACA-
14 compliant health coverage to residents of Nevada, and it operated its business for the benefit of
15 Nevadans within the state, save for certain arrangements to provide nationwide health coverage
16 to Nevadans traveling outside the state in certain circumstances. NHC began selling products
17 on and off the Silver State Health Insurance Exchange (the “Exchange”) on January 1, 2014. Its
18 products included individual, small group, and large group health care coverages.

19 On October 1, 2015, this Court issued its Order Appointing the Acting Insurance
20 Commissioner, Amy L. Parks as Temporary Receiver of NHC Pending Further Orders of the
21 Court and Granting Temporary Injunctive Relief Pursuant to NRS 696B.270. Further, on
22 October 14, 2015, the Receivership Court entered its Permanent Injunction and Order
23 Appointing Commissioner as Permanent Receiver of Nevada Health CO-OP, appointing the law
24 firm of CANTILO & BENNETT, L.L.P. as SDR of NHC, in accordance with Chapter 696B of the
25 Nevada Revised Statutes.

26 Via a Notice of Substitution of Receiver dated April 6, 2016, Deputy Attorney General
27 Joanna N. Grigoriev informed interested parties of the substitution of Commissioner Barbara D.
28 Richardson, in place and stead of former Acting Commissioner Amy L. Parks, as the Receiver

1 of NHC. This substitution of Receiver was subsequent to Commissioner Richardson's
2 appointment as Commissioner of Insurance for the State of Nevada.

3 This Court, through its Final Order Finding and Declaring Nevada Health CO-OP to be
4 Insolvent and Placing Nevada Health CO-OP into Liquidation (the "Final Order") dated
5 September 20, 2016, adjudged NHC to be insolvent on grounds that it was unable to meet
6 obligations as they mature. The Final Order also authorized the Receiver to liquidate the
7 business of NHC and wind up its ceased operations pursuant to applicable Nevada law. The
8 Receiver has since transitioned the receivership estate from rehabilitation to liquidation.

9 The Receiver continues to file quarterly status reports as ordered by this Court.

10 II. RECEIVERSHIP ADMINISTRATION

11 Receivership Administrative Services and Oversight

12 CANTILO & BENNETT, L.L.P., as SDR of NHC, manages the receivership estate and
13 conducts its affairs. PALOMAR FINANCIAL, LC ("Palomar"), an affiliate of the SDR, performs
14 administration, information technology, and other related services for the Receiver under the
15 supervision of the SDR. The Receiver has included an informational copy, as Exhibit 1 to this
16 Twentieth Status Report, of the invoices paid to the SDR and other receivership consultants since
17 the last status report to this Court.¹

18 ¹ The *in camera* materials are being submitted in a separate envelope that reflect paid invoices.

19 Certain billings submitted to the Court are appropriate for *in camera* review (as opposed to being made
20 part of a public filing). More particularly, and as discussed in further detail below, certain consultants in this matter
21 are providing expert witness related services. As such, the billing entries relating thereto should be considered
22 confidential and/or otherwise not subject to discovery.

23 In this regard, courts have held that the bills of legal counsel and experts may be withheld from legal
24 discovery and are not subject to legal disclosure, as this information may provide indications or context concerning
25 potential litigation strategy and the nature of the expert services being provided. *See, e.g., Avnet, Inc. v. Avana*
26 *Technologies Inc.*, No. 2:13-cv-00929- GMN-PAL, 2014 WL 6882345, at *1 (D. Nev. Dec. 4, 2014) (finding that
27 billing entries were privileged because they reveal a party's strategy and the nature of services provided); *Fed.*
28 *Sav. & Loan Ins. Corp. v. Ferm*, 909 F.2d 372, 374-75 (9th Cir. 1990) (considering whether or not fee information
revealed counsel's mental impressions concerning litigation strategy). Other courts that have addressed this issue
have recognized that the "attorney-client privilege embraces attorney time, records and statements to the extent
that they reveal litigation strategy and the nature of the services provided." *Real v. Cont'l Grp., Inc.*, 116 F.R.D.
211, 213 (N.D. Cal. 1986).

27 The *in-camera* review should apply not only to documentation concerning attorneys' fees, but it also
28 extends to "details of work revealed in [an] expert's work description [which] would relate to tasks for which she
[or he] was compensated[.]" a situation which is "analogous to protecting attorney-client privileged information

Resolution of Outstanding Receivership Matters

Claims Adjudications & Distributions

Notices of Claim Determination (“NCDs”) were mailed for healthcare claims previously submitted by providers to NHC’s Javelina Claims Processing Database (the “Provider Claims”). The total allowed amount of these approved Provider Claims is approximately \$33.7 million. The NHC members also received NCDs that showed them the amount that the SDR has approved to be paid to their providers, and the amount of member responsibility (*i.e.*, the co-pays, deductibles, and coinsurance), if any, that they may owe on their providers’ outstanding claims. The SDR has received approval from the Court to make a distribution of certain estate assets for the partial payment of these Provider Claims, which have been classified by the SDR as claims made under NHC policies pursuant to NRS 696B.420(1)(b)).²

As previously reported, the SDR must collect United States Internal Revenue Service W-9 forms and other necessary documentation from the providers in advance of making any claim payments, to assure that the estate can meet any mandatory federal tax reporting requirements. The SDR will follow-up with these providers to collect the necessary paperwork.

The SDR also mailed NCDs for those Proofs of Claim submitted to the SDR relating to Policy Claims (*i.e.*, Class B claims pursuant to NRS 696B.420(1)(b)). The total allowed amount for the members’ claims, \$5,102.64, is subject to a potential small increase as two NCD appeals have been filed and remain pending.

In addition to the two member appeals described above, there are forty-two (42) outstanding appeals sent by NHC members of the NCDs that were mailed for outstanding

contained in counsel’s bills describing work performed.” See *DaVita Healthcare Partners, Inc. v. United States*, 128 Fed. Cl. 584, 592-93 (2016); see also *Chaudhry v. Gallerizzo*, 174 F.3d 394, 402 (4th Cir. 1999) (recognizing that “correspondence, bills, ledgers, statements, and time records which also reveal the motive of the client in seeking representation, litigation strategy, or the specific nature of the services provided, such as researching particular areas of law,” are protected from disclosure) (quoting, *Clarke v. Am. Commerce Nat’l Bank*, 974 F.2d 127, 129 (9th Cir. 1992)).

² See *infra* section titled “Sale of Risk Corridors Receivable.”

1 healthcare claims submitted by providers to NHC’s Javelina Claims Processing Database.³ The
2 SDR is not requesting that hearings be set on these appeals at this time, but may do so in the near
3 future (*i.e.*, upon the resolution of COVID-19 issues – which in addition to preventing in-person
4 appearances could also make it difficult for claimants to prepare for hearings). Once all appeals
5 have been reviewed by the SDR, the SDR will inform the Receivership Court of any unresolved
6 appeals so that a hearing or hearings may be set. The SDR is working on a resolution of any
7 outstanding appeals.

8 As reported in the previous Nineteenth Status Report, there were fifty outstanding proofs
9 of claim (“POC”) assigned to a priority Class “C” (*i.e.*, NRS 696B.420(1)(c)) or lower.⁴ The
10 SDR has now issued NCDs to nearly all of these claimants (*i.e.*, forty (40) out of fifty (50) NCDs
11 have been sent).⁵ It appears unlikely at this time that the estate will have sufficient assets to make
12 distributions to claims assigned priority below Class B. The Receiver has included as Exhibit 2
13 to this Twentieth Status Report, a report on the determination of the Receiver on each claim,
14 assigned to a Class C-L, that has been approved in whole or in part to date.

15 On August 24, 2020, the Silver State Health Insurance Exchange (the “Exchange”)
16 submitted a POC. The Receiver sent a letter in response to advise that the POC cannot be
17 processed due to having been filed after the Claims Filing Deadline. The Exchange has now
18 filed a Motion to Intervene in the receivership proceeding, for the purpose of having its claim
19 allowed in spite of this Court’s order entered on September 21, 2019, that “no claim received
20

21 ³ Members received a copy of the claim determinations that were sent to their providers, so that the
22 members could see any denied claims, and the deductible, co-pay, and coinsurance that was applied to each of
23 the allowed provider claims (*i.e.*, the amount of the member’s responsibility on each claim) and have an opportunity
to appeal.

24 ⁴ This does not include a claim by the U.S. Department of Health and Human Services, which the SDR
has previously reported to this Court. That claim was denied in full by the SDR, and the government did not file
25 an appeal of the SDR’s determination. This determination is now final and non-appealable.

26 ⁵ One of the forty (40) “NCDs” relates to a very late-filed POC, and as such the notice sent to that claimant
does not provide a claim determination but instead advises that the claim cannot be processed due to having
27 been filed after the bar date. The Receiver does not process late-filed claims, due to the limited assets and
resources of the estate – and this forms part of the rationale for having a Claims Filing Deadline in place – to
28 provide a stopping point for the work of resolving the claims of the estate so that the Receiver can wind down the
estate and bring it to a closure. Late filed claims (*i.e.*, if allowed or approved) may (and likely will) also diminish
distributions for timely filed claims.

1 after the Claims Filing Deadline may share in the assets of the estate and NHC shall have no
2 liabilities as to any such late-filed claims.”

3 ***CMS Receivables***

4 As explained in prior status reports, and throughout the pendency of the receivership, the
5 Receiver is working to resolve certain outstanding matters relating to the collection of amounts
6 due under the various federal receivables programs, of which the CO-OP was a participant, and
7 which are administered primarily by CMS. The recovery of these assets will allow the SDR to
8 make claim payments to estate creditors. It is also necessary to resolve the receivership’s dispute
9 of the government’s asserted right to be paid ahead of all other creditors in the estate (including
10 providers and members). CMS has maintained the position that any monies deemed owed to
11 NHC (and thus the receivership estate) are to be offset against the amounts CMS asserts it is
12 owed under the start-up loan awarded to NHC. To date, CMS has offset approximately \$12.9
13 million against the start-up loan that, the Receiver maintains, should have instead been paid to
14 NHC. When the full amount of 2014 - 2015 Risk Corridors payments (*i.e.*, not just the prorated
15 amount⁶) are included in the total, NHC is owed over \$55 million.

16 In light of the U.S. Supreme Court’s recent decision in *Maine Community Health Options*
17 *v. United States, No. 18-1023* (described further below), the Receiver is trying to resolve some
18 or all of the claims with CMS.⁷ The asset recovery litigation against CMS has since continued
19 on the questions of debt, rights to offset, and claim and issue preclusion matters.
20
21

22 ⁶ Due to a shortfall in risk corridor collections, CMS asserts it can only pay a prorated percentage of
23 issuers’ 2014 Risk Corridors payments and it will use all collections in subsequent years towards the 2014
24 payments (*i.e.*, they are unable to make payments for the subsequent years at all). DEP’T OF HEALTH & HUMAN
25 SERVICES & CENTERS FOR MEDICARE & MEDICAID SERVICES (“CMS”), CCIIO MEMORANDUM, RISK
26 CORRIDORS PAYMENT AND CHARGE AMOUNTS FOR THE 2015 BENEFIT YEAR (November 18, 2016)
27 (available at <https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2015-RC-Issuer-level-Report-11-18-16-FINAL-v2.pdf>); CMS, CCIIO MEMORANDUM, RISK CORRIDORS PAYMENT AND
28 CHARGE AMOUNTS FOR THE 2016 BENEFIT YEAR (November 15, 2017) (available at <https://www.cms.gov/CCIIO/Programs-and-Initiatives/Premium-Stabilization-Programs/Downloads/Risk-Corridors-Amounts-2016.pdf>).

⁷ See Amy Howe, OPINION ANALYSIS: DECISIVE WIN FOR HEALTH INSURERS SEEKING COMPENSATION FOR ACA LOSSES, SCOTUS BLOG (2020), <https://www.scotusblog.com/2020/04/opinion-analysis-decisive-win-for-health-insurers-seeking-compensation-for-aca-losses/> (last visited Jun 26, 2020).

Internal Administrative Matters Related to Wind Down

The Receiver may, in her discretion and as necessary to advance the receivership, contract to use the services of certain former employees for specific, limited-term projects. The Receiver completed the wind down and closure of NHC's administrative office in 2019, and has since transferred estate records, property, and operations to the SDR's offices.

Continuation of Action Against Various Professionals and Other Firms Who Performed Services for and on Behalf of NHC

On August 25, 2017, Counsel for the Receiver filed in Clark County District Court a complaint (Case No. A-17-760558-C in Department No. 18) against various persons, third-party vendors, and professional service firms which are alleged to have contributed to NHC's losses by, among other things, failing to adhere to applicable standards of professional care and requirements imposed by law, misrepresentation concerning quality and standard of care for services performed, and breaches of contract, duty, and implied covenants of good faith and fair dealing. The complaint names, among others, NHC's former actuaries, accountants, auditors, and providers of certain business operations and utilization review services, as well as those individuals who specifically performed, or who were in the role of supervising the performance of, those services. The complaint also names several NHC former directors and executive management.

Via Plaintiff's Motion to Amend Complaint, filed on July 17, 2018, the Receiver sought an order granting leave to amend the August 25, 2017, complaint against certain of NHC's various directors, officers, and third-party contractors, citing the discovery of additional facts in support of assertions made in the first complaint, as well as the need to add a new defendant to the existing proceedings. This Motion to Amend Complaint was filed in judicial department number 16, in line with the terms of contemporaneous Notice of Department Reassignment assigning the proceedings to Judge Timothy C. Williams. The Motion to Amend Complaint was approved via an order entered on September 18, 2018. Subsequently, the Court ordered that the case against Milliman must be arbitrated.

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The Receiver's claims are ongoing against NHC's former directors and officers, InsureMonkey and Alex Rivlin, Larson & Company (and individually named Larson defendants), Nevada Health Solutions, LLC, and Unite Here Health. Discovery is underway, and the following deadlines have been set by Judge Timothy C. Williams, per the August 11, 2020, Order Granting Defendants' Joint Motion to Extend Deadline for Defendants' Expert Disclosures (and Other Associated Deadlines) Due to COVID-19 Pandemic on Order Shortening Time:

1. **November 4, 2020:** Status Check regarding Discovery and Case Schedule
2. **October 2, 2020:** Defendants' designation of initial and rebuttal experts
3. **October 16, 2020:** Motions to Amend Pleadings or Add Parties
4. **December 1, 2020:** Plaintiff's designation of rebuttal experts
5. **February 19, 2021:** Discovery Cut Off
6. **March 12, 2021:** Dispositive Motions
7. **March 19, 2021:** Motions *in Limine*
8. **April 22, 2021 at 10:30 a.m.:** Pre-Trial Conference/Calendar call
9. **April 29, 2021:** Pre-Trial Memorandum filing deadline
10. **May 3, 2021:** Case is set to be tried to a jury on a five-week stack.

As of the date of filing of this Status Report, no later scheduling orders have been issued extending these deadlines, although certain deadlines may be amended by stipulation of the parties in the near future if deemed necessary and approved by the Court.

The Receiver has settled its claims against Millennium, and the settlement agreement was approved by the Court. Millennium has made all of the settlement progress payments required under the settlement agreement.

On April 13, 2020, the Defendant directors and officers filed their Motion to Compel Production of Lynn Fulstone documents, seeking to compel certain documents held by the Receiver but not produced in discovery in response to a Defendant's request on the basis that such documents are privileged and protected from disclosure as attorney-client communications and as files falling under the work product doctrine. This Motion was joined by Unite Here

1 Health and Nevada Health Solutions via a Joinder filed on April 22, 2020, and essentially asserts
2 that a waiver of such privileges has been effected due to the partial disclosure of documents on
3 the same subject matter in litigation.

4 An Opposition by the Receiver was filed on April 27, 2020, setting forth responses to
5 these allegations and describing relevant legal authorities. The Opposition maintains that no
6 such partial disclosure of files was made, that none of the documents that the Motion to Compel
7 seeks to produce were relied upon by NHC in the making of the Complaint against the
8 Defendants, and that numerous legal doctrines would protect the documents being sought from
9 disclosure in any case. A Reply by the Defendant directors and officers in support of the Motion
10 to Compel was filed under seal on June 16, 2020, and joined by Unite Here Health and Nevada
11 Health Solutions the same day. Although set initially for hearing on June 17, 2020, per a June
12 15, 2020, Stipulation and Order, the hearing on the Motion to Compel was re-set for June 24,
13 2020. Via a Minute Order dated August 10, 2020, the Court denied the Motion to Compel and
14 the associated joinders. Discovery continues in the litigation, with Plaintiff having provided her
15 27th Supplemental Disclosure to Defendants as of September 24, 2020, and having responded
16 to the Defendant directors' and officers' 7th Set of Requests for Production as of September 18,
17 2020. Plaintiff also responded, as of September 21, 2020, to Defendant Larson's First Set of
18 Requests for Admissions. The Receiver and SDR remain vigilant in responding to, and in
19 sending, discovery requests and related correspondence expediently so as to advance this matter
20 to trial in a timely fashion, though proceedings have been delayed by the ongoing COVID-19
21 pandemic.

22 **Pending Action Against the United States in the Court of Federal Claims**

23 On November 8, 2018, the Receiver filed a Complaint in the United States Court of
24 Federal Claims ("CFC Complaint") against the United States for monetary amounts owed to
25 NHC under the Consumer Operated and Oriented Plan program organized pursuant to the ACA.
26 The Receiver determined that such litigation was necessary in order to advance the interests of
27 the receivership estate's various creditors, and to protect and conserve assets that rightfully
28 belong to the estate.

1 In Counts I through IV, the CFC Complaint prays for relief in the form of an award of
2 damages and monetary relief equal to the difference between the amount NHC actually received
3 in payments under Sections 1342, 1341, 1343, and 1401 of the ACA – the statutes which describe
4 and enact the Risk Corridors, transitional reinsurance, risk adjustment, and cost sharing reduction
5 programs respectively – and the amount NHC should have received under those laws.

6 The CFC Complaint’s Count V (breach of contract by offset) and Count VI (illegal
7 exaction) plead alternate theories for recovery of money damages resulting from the United
8 States, through its agents at HHS and CMS, offsetting payments that CMS owed to NHC against
9 funds NHC allegedly owed to the government pursuant to the terms of the CO-OP start-up loan.
10 On March 7, 2019, the United States filed a motion to dismiss the CFC Complaint’s (“Motion
11 to Dismiss”) argument that none of Counts I through VI state claims upon which relief can be
12 granted. NHC’s deadline for responding to the Motion to Dismiss was July 9, 2019. However,
13 on June 24, 2019, the United States Supreme Court granted certiorari in three Risk Corridors
14 appeals, *i.e.*, the Supreme Court Appeal Cases.

15 Subsequent to a Motion for Enlargement of Time to Respond to Government’s Motion
16 to Dismiss, filed on June 28, 2019, the Receiver filed her Opposition to Motion to Dismiss, and
17 Cross-Motion for Final Partial Summary Judgment on July 31, 2019, which sought from the
18 CFC, *inter alia*, an adjudication in favor of the Receiver regarding that Counts II through IV of
19 the CFC Complaint, the counts not taken up by the United States Supreme Court for review.
20 The Cross-Motion for Partial Summary Judgment predicated its arguments on the basis that the
21 United States had already admitted prior liability and damages concerning the amounts sought
22 by the CFC Complaints under counts II-IV (*i.e.*, the Federal Transitional Reinsurance program,
23 the Risk Adjustment program, and the Cost-Sharing Reduction programs provided for explicitly
24 by ACA statutes), save for their affirmative defense of offset, and that the affirmative defense of
25 offset must fail as a matter of law as the circumstances provided for in applicable federal law
26 and regulation permitting an offset of amounts owed under the ACA receivables programs were
27 not satisfied in this case.

28 ///

1 On August 7, 2019, the United States filed with the CFC its Motion to Stay, or in the
2 Alternative, for an Enlargement of Time, asserting that the interrelated issues of fact and law at
3 the center of the CFC litigation, alongside countervailing concerns of judicial economy, justified
4 a general suspension of proceedings during the pendency of the United States Supreme Court's
5 review of the legal and constitutional questions in the Supreme Court Appeal Cases,
6 notwithstanding the theoretical separability of the various federal receivables programs under
7 which NHC presented its claims. The CFC granted the United States' Motion to Stay on August
8 12, 2019, until such legal and constitutional questions were resolved.

9 The United States Supreme Court, through its April 27, 2020, decision, found in favor of
10 the CO-OPs, and held that the Risk Corridors statutes did indeed create a government obligation
11 to pay insurers the full amount set out in Section 1342's formula. Despite the decision of
12 Congress to disallow by specific legislative rider the making of Risk Corridors payments from
13 funding sources which would have otherwise been available under the annual appropriations
14 omnibus, the plain text of the legislative rider at issue in the litigation did not indicate an intention
15 to impliedly, retroactively repeal Risk Corridors obligations, and that therefore the CO-OPs
16 properly relied upon the Tucker Act to bring suits for damages against the United States in the
17 Court of Federal Claims.

18 Subsequent to this decision, the CFC issued its May 4, 2020, Order scheduling a status
19 conference to take place on May 19, 2020, concerning the remaining matters at issue in the
20 litigation. This telephone conference did occur on May 19, 2020, and the issues discussed on
21 that call were later summarized in the CFC's May 21, 2020, Order staying proceedings for a
22 further forty-five days and requiring the filing of a joint status report on or before July 6, 2020,
23 addressing the topics discussed during the telephone conference. This deadline was later moved
24 to July 10, 2020, upon approval by the Court of Plaintiff's July 6, 2020, Unopposed Motion for
25 Extension of Time for Filing Joint Status Report. The Joint Status Report was filed on July 10,
26 2020, and proposed August 3, 2020, as the deadline for NHC's Updated Opposition to the United
27 States' Motion to Dismiss and Cross Motion for Summary Judgment, with the United States'

28 ///

1 reply in support of the Motion being due on September 18, 2020, and NHC's own reply due on
2 November 13, 2020.

3 On August 3, 2020, Plaintiff filed her Unopposed Motion to Set Briefing Schedule, which
4 was approved and ordered the same day. Per this Motion, August 24, 2020, was proposed as the
5 deadline for NHC's Updated Opposition to the Motion to Dismiss and Cross Motion for
6 Summary Judgment, with the government's reply due October 9, 2020, and NHC's reply due
7 October 26, 2020. A subsequent Unopposed Motion for Extension of Time, filed on August 19,
8 2020, and approved on August 20, 2020, established September 9, 2020, as the deadline for
9 NHC's Updated Opposition, with the United States' reply due October 26, 2020, and NHC's
10 own reply due November 13, 2020. As of the date of filing this Status Report, these are the most
11 current deadlines for briefing the remaining matters at issue in the case.

12 On September 9, 2020, Plaintiff filed her Response and Reply to the United States'
13 Motion to Dismiss and Cross-Motion for Summary Judgment. A central theme of NHC's
14 opposition to the Motion to Dismiss is that the Nevada Division of Insurance reviews, evaluates,
15 and approves applications of both domestic and foreign insurers for licenses to issue and manage
16 insurance policies in the state of Nevada. As part of this power to review and issue Certificates
17 of Authority, to which NHC is subject notwithstanding federal law and regulations, the
18 Commissioner of Insurance may approve or disapprove of lending or funding agreements which
19 capitalize an insurer, and may place conditions on them. Under Nevada law, specifically NRS
20 693A.180, such loans used to capitalize an insurer may not be the basis of any setoff of mutual
21 obligations without obtaining prior approval from the Commissioner of Insurance. Such a setoff
22 was never approved by the Commissioner, nor was it sought by the United States.

23 The argument made in NHC's Opposition applies both to the start-up and solvency
24 portions of the CO-OP loan funds, as both loans serve to establish and support NHC's insurance
25 operations, both loans were necessary in properly capitalizing the CO-OP, and both loans were
26 subject to review by the Nevada Division of Insurance as part of NHC's application for a
27 Certificate of Authority. NHC's Opposition also makes other arguments and claims against the
28 government's attempt to apply an offset of amounts owed, including opposition to the

1 government's debt claim, rights to offset on various grounds, and re-litigation of issues already
2 decided between the parties (*i.e.*, claim and issue preclusion regarding the government's claims).

3 In regard to the Receiver's grounds for summary judgment on claim and issue preclusion,
4 the Receiver has already adjudicated the United States' claims for compensation under the loan
5 agreements, which were filed with the estate as part of the government's POC, and the Receiver
6 has determined that such claims were not entitled to offset or priority. The Receiver's claim
7 determination was not appealed by the government, as required by state law, and is now final,
8 and litigation in order to receive such amounts is not appropriate, as these claims have already
9 been precluded by prior actions. As has been established by the Supreme Court, NHC has an
10 affirmative right to recover those amounts (in federal receivables, and specifically in Risk
11 Corridors) routinely promised to it by the federal government. In contrast, the Commissioner of
12 Insurance has consistently asserted that repayment of the CO-OP loans may only occur out of
13 the excess surplus of funds of NHC after satisfying all policyholder, claimant, and creditor
14 obligations.

15 **Pending Action Against the Silver State Health Insurance Exchange**

16 Through the filing of a Complaint dated June 5, 2020, in Case Number A-20-816161-C,
17 in Department Number Eight of the Eighth Judicial District Court, the Receiver has brought an
18 action against the Exchange for, *inter alia*, damages of approximately one-half million dollars
19 in premiums received from on-exchange insureds on behalf of NHC, but never remitted to the
20 CO-OP. The Complaint alleges that the retention of these funds by the Exchange, without
21 explanation or justification, constitutes a violation of the existing agreement between the parties,
22 unjust enrichment of the Exchange at the expense of receivership claimants, and an appropriate
23 basis for the imposition of a constructive trust over the assets at issue. The Exchange filed its
24 Answer on August 24, 2020, denying the relevant allegations and asserting conventional
25 affirmative defenses such as the doctrine of assumption of risk, sovereign immunity,
26 contributory negligence, offset, and unclean hands. Discovery will commence in that case upon
27 the establishment of the appropriate discovery and trial schedule with the Court.

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Civil Action Against WellHealth Medical Associates, Medsource, and Certain Persons

Through the filing of a Complaint dated July 16, 2020, in case Number A-20-818118-C, in Department Number Nineteen of the Eighth Judicial District Court, the Receiver has brought an action against WellHealth Medical Associates, PLLC, Medsource Management Group, LLC, and certain individual persons in positions of responsibility within those organizations, for the recovery of amounts owed in connection with certain illegal, unethical, negligent, and intentionally fraudulent transactions which took place with NHC in health plan years 2014 and 2015. The primary allegations involve WellHealth's entry into an illegal and unapproved services contract with NHC, which in the determination of the Nevada Division of Insurance constituted a material shifting of insurance risk from a licensed carrier (NHC) to a non-licensed Delivery Service Intermediary. Defendants in this action received millions of dollars from NHC in exchange for their services, which are alleged in the Complaint to not have been performed at the standard required, or with necessary licenses and legal authority, to justify such inordinate compensation. The Receiver has not yet received an Answer from defendants in this matter but shall proceed to discovery and further litigation when appropriate.

Current Receivership Assets

The Receiver's evaluation of the assets and liabilities of the CO-OP is ongoing, and adjusted periodically to accommodate new authorized payments, receipts, and transfers. Below is an overview of some key asset matters thus far identified by the Receiver (other than those already mentioned herein):

1. The unrestricted cash assets of the CO-OP have fluctuated with post-receivership expenses and claim payments, as well as with the Receiver's receipt of member premiums. The currently available, unrestricted cash assets of the CO-OP as of August 31, 2020, were approximately \$5,519,869. The majority of NHC's currently available and liquid assets are held in bank deposits.

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2. The financial information of NHC in this Twentieth Status Report provides estimates. NHC's financials may materially vary depending upon the estate's receipt of the promised federal receivables payments under the various ACA programs described in this report, and future litigation recoverables.

3. The Receiver is including, as Exhibit 3 attached hereto, a cash flow report for NHC for the period covering the inception of the receivership through August 31, 2020. This report reflects a summary of disbursements and collections made by NHC during this period.

CONCLUSION

The Receiver has submitted this report in compliance with the Receivership Court's instructions for a status report on NHC. The Receiver requests that the Court approve this Twentieth Status Report and the actions taken by the Receiver.

DATED this 16th day of October 2020.

Respectfully submitted:

Barbara D. Richardson, Commissioner of Insurance of the State of Nevada, in her Official Capacity as Statutory Receiver of Delinquent Domestic Insurer,

By: /s/ Cantilo & Bennett, LLP

Special Deputy Receiver

By Its Authorized Representative

Patrick H. Cantilo

Respectfully submitted by:
GREENBERG TRAURIG, LLP

/s/ Donald L. Prunty

MARK E. FERRARIO, ESQ.

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Las Vegas, Nevada 89135

Counsel for Barbara D. Richardson,

Commissioner of Insurance, as the

Permanent Receiver for Nevada Health

CO-OP

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on the **16th day of October 2020**, and pursuant to NEFCR 9, NRCF 5(b), and EDCR 7.26, I served this **TWENTIETH STATUS REPORT** on all parties receiving service in this action through electronic transmission via this Court's electronic filing system to:

**E-Service Master List
For Case**

**State of Nevada, ex rel. Commissioner of Insurance, Plaintiff(s) vs. Nevada Health
CO-OP, Defendant(s)**

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An employee of Greenberg Traurig, LLP

EXHIBIT 1

Summaries

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August 5, 2020

BILL SUMMARY

70750 Nevada Health Co-Op ("NHC")

May 1 - May 31, 2020

<u>Matter No. and Description</u>	<u>Invoice Numbers</u>	<u>Fees</u>	<u>Costs</u>	<u>Total</u>
May 2020	24689- 24690	\$ 27,268.75	\$ 4,253.84	\$ 31,522.59
Totals (1)		\$ 27,268.75	\$ 4,253.84	\$ 31,522.59

Cantilo & Bennett, L.L.P.

**NEVADA HEALTH CO-OP
TIMEKEEPER SUMMARY REPORT
5/1/20 - 5/31/20**

		Billable Hours	Billable Rate	May Billing
1	Timekeeper - Patrick H. Cantilo	1.00	\$490.00	\$490.00
2	Timekeeper - Mark F. Bennett	45.35	\$400.00	\$18,140.00
3	Timekeeper - Kristen W. Johnson	17.40	\$300.00	\$5,220.00
4	Timekeeper - Josh O. Lively	15.50	\$200.00	\$3,100.00
5	Timekeeper - Douglas J. Coonfield	0.00	\$200.00	\$0.00
6	Timekeeper - Jose M. Rangel	0.00	\$350.00	\$0.00
7	Timekeeper - Arati Bhattacharya	0.00	\$300.00	\$0.00
8	Timekeeper - Law Clerk	0.00	\$85.00	\$0.00
9	Timekeeper - Isaiah Samaniego	1.75	\$125.00	\$218.75
10	TimeKeeper - Daviannie Baham	0.00	\$50.00	\$0.00
11	TimeKeeper - Jeffrey L. Collins	0.80	\$125.00	\$100.00
	GRAND TOTAL	81.80		\$27,268.75

Client ID 70750
Work Date 5/1/20:05/31/2020

TimeKeeper		Hours	Fees	NC Hours	NC Fees
MFB	MARK F. BENNETT				
70750000	General	0.25	100.00	0.00	0.00
70750008	Company Administration	1.00	400.00	0.00	0.00
70750100	Asset Recovery	10.35	4,140.00	0.00	0.00
70750102	NHC vs. CMS Litigation	33.75	13,500.00	0.00	0.00
	Sub Total (MFB)	45.35	18,140.00	0.00	0.00*
PHC	PATRICK H. CANTILO	1.00	490.00	0.00	0.00
	Sub Total (PHC)	1.00	490.00	0.00	0.00*
JLC	JEFFREY L. COLLINS	0.80	100.00	0.00	0.00
	Sub Total (JLC)	0.80	100.00	0.00	0.00*
KWJ	KRISTEN W. JOHNSON				
70750003	Claims	6.30	1,890.00	0.00	0.00
70750008	Company Administration	2.30	690.00	0.00	0.00
70750100	Asset Recovery	8.80	2,640.00	0.00	0.00
	Sub Total (KWJ)	17.40	5,220.00	0.00	0.00*
JOL	JOSHUA O. LIVELY	15.50	3,100.00	0.00	0.00
	Sub Total (JOL)	15.50	3,100.00	0.00	0.00*
IXS	ISAIAH SAMANIEGO				
70750008	Company Administration	1.75	218.75	0.00	0.00
	Sub Total (IXS)	1.75	218.75	0.00	0.00*
Grand Total		81.80	27,268.75	0.00	0.00

July 27, 2020
12:09 pm

Cantilo & Bennett, L.L.P.
Bill Register

Page 1

Client and Matter	Date	Inv No	Fees	Costs	Credits	Total
70750 Nevada Health CO-OP 70750000 General	05/31/20	24691	100.00	0.00	0.00	100.00
70750003 Claims	05/31/20	24692	1,890.00	0.00	0.00	1,890.00
70750008 Company Administration	05/31/20	24693	1,308.75	0.00	0.00	1,308.75
70750100 Asset Recovery	05/31/20	24694	9,880.00	0.00	0.00	9,880.00
70750102 NHC vs. CMS Litigation	05/31/20	24695	14,090.00	0.00	0.00	14,090.00
Totals (5)			27,268.75	0.00	0.00	27,268.75

July 27, 2020
12:08 pm

Cantilo & Bennett, L.L.P.
Bill Register

Page 1

Client and Matter	Date	Inv No	Fees	Costs	Credits	Total
70750 Nevada Health CO-OP 70750000 General	05/31/20	24689	0.00	372.23	0.00	372.23
70750001 Takeover Administration	05/31/20	24629	0.00	2,289.34	0.00	2,289.34
70750003 Claims	05/31/20	24690	0.00	1,592.27	0.00	1,592.27
Totals (3)			0.00	4,253.84	0.00	4,253.84

CANTILO & BENNETT, L.L.P.

ATTORNEYS & COUNSELORS
*A Texas Registered Limited Liability Partnership
Comprised of Professional Corporations*

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Austin, Texas 78758
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Facsimile: (512) 404-6550

August 18, 2020

BILL SUMMARY

70750 Nevada Health Co-Op ("NHC")

June 1 - June 30, 2020

<u>Matter No. and Description</u>	<u>Invoice Numbers</u>	<u>Fees</u>	<u>Costs</u>	<u>Total</u>
June 2020	24729, 24731- 24737, 24759	\$ 22,690.00	\$ 1,578.77	\$ 24,268.77
Totals (1)		\$ 22,690.00	\$ 1,578.77	\$ 24,268.77

Cantilo & Bennett, L.L.P.

**NEVADA HEALTH CO-OP
TIMEKEEPER SUMMARY REPORT
6/1/20 - 6/30/20**

		Billable Hours	Billable Rate	June Billing
1	Timekeeper - Patrick H. Cantilo	0.00	\$490.00	\$0.00
2	Timekeeper - Mark F. Bennett	38.75	\$400.00	\$15,500.00
3	Timekeeper - Kristen W. Johnson	21.80	\$300.00	\$6,540.00
4	Timekeeper - Josh O. Lively	2.50	\$200.00	\$500.00
5	Timekeeper - Douglas J. Coonfield	0.00	\$200.00	\$0.00
6	Timekeeper - Jose M. Rangel	0.00	\$350.00	\$0.00
7	Timekeeper - Arati Bhattacharya	0.00	\$300.00	\$0.00
8	Timekeeper - Law Clerk	0.00	\$85.00	\$0.00
9	Timekeeper - Isaiah Samaniego	0.20	\$125.00	\$25.00
10	TimeKeeper - Daviannie Baham	0.00	\$50.00	\$0.00
11	TimeKeeper - Jeffrey L. Collins	1.00	\$125.00	\$125.00
	GRAND TOTAL	64.25		\$22,690.00

Client ID 70750
Work Date 6/1/20:06/30/2020

TimeKeeper		Hours	Fees	NC Hours	NC Fees
MFB	MARK F. BENNETT				
70750003	Claims	0.50	200.00	0.00	0.00
70750008	Company Administration	4.25	1,700.00	0.00	0.00
70750100	Asset Recovery	18.25	7,300.00	0.00	0.00
70750102	NHC vs. CMS Litigation	15.75	6,300.00	0.00	0.00
	Sub Total (MFB)	38.75	15,500.00	0.00	0.00*
JLC	JEFFREY L. COLLINS				
	Sub Total (JLC)	1.00	125.00	0.00	0.00*
KWJ	KRISTEN W. JOHNSON				
70750003	Claims	3.70	1,110.00	0.00	0.00
70750008	Company Administration	3.40	1,020.00	0.00	0.00
70750100	Asset Recovery	14.70	4,410.00	0.00	0.00
	Sub Total (KWJ)	21.80	6,540.00	0.00	0.00*
JOL	JOSHUA O. LIVELY				
70750008	Company Administration	2.50	500.00	0.00	0.00
	Sub Total (JOL)	2.50	500.00	0.00	0.00*
IXS	ISAIAH SAMANIEGO				
	Sub Total (IXS)	0.20	25.00	0.00	0.00
		0.20	25.00	0.00	0.00*
Grand Total		64.25	22,690.00	0.00	0.00

August 18, 2020
9:53 am

Cantilo & Bennett, L.L.P.
Bill Register

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Client and Matter	Date	Inv No	Fees	Costs	Credits	Total
70750 Nevada Health CO-OP 70750003 Claims	06/30/20	24734	1,310.00	0.00	0.00	1,310.00
70750008 Company Administration	06/30/20	24735	3,245.00	0.00	0.00	3,245.00
70750100 Asset Recovery	06/30/20	24736	11,710.00	0.00	0.00	11,710.00
70750102 NHC vs. CMS Litigation	06/30/20	24737	6,425.00	0.00	0.00	6,425.00
Totals (4)			22,690.00	0.00	0.00	22,690.00

August 18, 2020
9:51 am

Cantilo & Bennett, L.L.P.
Bill Register

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Client and Matter	Date	Inv No	Fees	Costs	Credits	Total
70750 Nevada Health CO-OP 70750001 Takeover Administration	06/30/20	24729	0.00	286.47	0.00	286.47
70750003 Claims	06/30/20	24730 24791	0.00	80.41	0.00	80.41
70750008 Company Administration	06/30/20	24731	0.00	14.29	0.00	14.29
70750100 Asset Recovery	06/30/20	24732	0.00	1,188.70	0.00	1,188.70
70750102 NHC vs. CMS Litigation	06/30/20	24733	0.00	8.90	0.00	8.90
Totals (5)			0.00	1,578.77	0.00	1,578.77

11401 Century Oaks Terrace
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PALOMAR FINANCIAL, LC

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July 28, 2020

BILL SUMMARY

70750 Nevada Health Co-Op ("NHC")

May 1, 2020 – May 31, 2020

Matter No. and Description	Fees	Costs	Total
May 2020 Non-IT Services	\$2,597.50	\$0.00	\$2,597.50
May 2020 IT Services Flat Fee	5,000.00	0.00	5,000.00
Totals	\$7,597.50	\$0.00	\$7,597.50

Palomar Financial, LC

NEVADA HEALTH CO-OP
PRIVILEGED AND CONFIDENTIAL
SUMMARY REPORT
PERIOD MAY 2020

		Billable Hours	Billable Rate	May 2020 Billing
1	TIME KEEPER - Nicole Wilkins	1.25	\$250.00	\$312.50
2	TIME KEEPER - Robert Stebel	0.00	\$160.00	\$0.00
3	TIME KEEPER - Kelly Reed	0.00	\$150.00	\$0.00
4	TIME KEEPER - Neda Khalaf	11.00	\$160.00	\$1,760.00
5	TIME KEEPER - Brent Andrews	0.00	\$150.00	\$0.00
6	TIME KEEPER - Mary Noel	3.50	\$150.00	\$525.00
	GRAND TOTAL	15.75		\$2,597.50

Palomar Financial, LC
05/01/2020-05/31/2020
Client: Nevada Health Co-Op ("NHC")

Staff ID	Name	Description	Hours	Amount
NMW	Nicole Wilkins	Accounting Reports/Receivership Team Support	0.40	\$ 100.00
		Payroll & Employee Benefits	0.20	\$ 50.00
		Accounts Payable and Receivable	0.40	\$ 100.00
		Bank Account Administration/Reconciliation	0.25	\$ 62.50
		Sub Total (NMW)	1.25	\$ 312.50
RNS	Robert Stebel	Payroll & Employee Benefits	0.00	\$ -
		Sub Total (RNS)	0.00	\$ -
KJR	Kelly Reed	Claims Matter	0.00	\$ -
		Sub Total (KJR)	0.00	\$ -
NK	Neda Khalaf	Accounting Reports/Receivership Team Support	11.00	\$ 1,760.00
		Sub Total (NK)	11.00	\$ 1,760.00
BA	Brent Andrews	IT Support & Administration	0.00	\$ -
		Sub Total (BA)	0.00	\$ -
MFN	Mary Noel	Investment Accounting/Support	1.50	\$ 225.00
		Accounts Payable and Receivable	2.00	\$ 300.00
		Sub Total (MFN)	3.50	\$ 525.00
Grand Total			15.75	\$ 2,597.50

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PALOMAR FINANCIAL, LC

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August 19, 2020

BILL SUMMARY

70750 Nevada Health Co-Op ("NHC")

June 1, 2020 – June 30, 2020

Matter No. and Description	Fees	Costs	Total
June 2020 Non-IT Services	\$4,602.50	\$0.00	\$4,602.50
June 2020 IT Services Flat Fee	5,000.00	0.00	5,000.00
Totals	\$9,602.50	\$0.00	\$9,602.50

Palomar Financial, LC

NEVADA HEALTH CO-OP
PRIVILEGED AND CONFIDENTIAL
SUMMARY REPORT
PERIOD JUNE 2020

		Billable Hours	Billable Rate	June 2020 Billing
1	TIME KEEPER - Nicole Wilkins	6.30	\$250.00	\$1,575.00
2	TIME KEEPER - Robert Stebel	0.00	\$160.00	\$0.00
3	TIME KEEPER - Kelly Reed	1.00	\$150.00	\$150.00
4	TIME KEEPER - Neda Khalaf	14.00	\$160.00	\$2,240.00
5	TIME KEEPER - Brent Andrews	0.00	\$150.00	\$0.00
6	TIME KEEPER - Mary Noel	4.25	\$150.00	\$637.50
	GRAND TOTAL	25.55		\$4,602.50

Palomar Financial, LC
06/01/2020-06/30/2020
Client: Nevada Health Co-Op ("NHC")

Staff ID	Name	Description	Hours	Amount
NMW	Nicole Wilkins	Accounting Reports/Receivership Team Support	2.10	\$ 525.00
		General Ledger Accounting	0.30	\$ 75.00
		Accounts Payable and Receivable	2.40	\$ 600.00
		Bank Account Administration/Reconciliation	1.50	\$ 375.00
		Sub Total (NMW)	6.30	\$ 1,575.00
RNS	Robert Stebel	Payroll & Employee Benefits	0.00	\$ -
		Sub Total (RNS)	0.00	\$ -
KJR	Kelly Reed	Accounts Payable and Receivable	1.00	\$ 150.00
		Sub Total (KJR)	1.00	\$ 150.00
NK	Neda Khalaf	Accounting Reports/Receivership Team Support	14.00	\$ 2,240.00
		Sub Total (NK)	14.00	\$ 2,240.00
BA	Brent Andrews	IT Support & Administration	0.00	\$ -
		Sub Total (BA)	0.00	\$ -
MFN	Mary Noel	Accounts Payable and Receivable	4.25	\$ 637.50
		Sub Total (MFN)	4.25	\$ 637.50
Grand Total			25.55	\$ 4,602.50



Invoice No.: 5434896
File No. : 170678.010100
Bill Date : July 22, 2020

Nevada Health Co-Op
Cantilo & Bennett, L.L.P.
c/o Mark F. Bennett, Esq.
11401 Century Oaks Terrace, Suite 300
Austin, TX 78758

INVOICE

Re: Asset Recovery matter in State Court

Legal Services through June 30, 2020:

Total Fees: \$ 91,862.00

Expenses:

Professional & Legal 40.00

Total Expenses: \$ 40.00

Total Current Invoice: \$ 91,902.00

MEF:TKK
Tax ID: 13-3613083



Invoice No.: 5434894
File No. : 170678.010300
Bill Date : July 22, 2020

Nevada Health Co-Op
Cantilo & Bennett, L.L.P.
c/o Mark F. Bennett, Esq.
11401 Century Oaks Terrace, Suite 300
Austin, TX 78758

INVOICE

Re: Federal Court of Claims

Legal Services through June 30, 2020:

Total Fees: \$ 20,111.50

Total Current Invoice: \$ 20,111.50

MEF:TKK
Tax ID: 13-3613083



Invoice No.: 5434890
File No. : 170678.010700
Bill Date : July 22, 2020

Nevada Health Co-Op
Cantilo & Bennett, L.L.P.
c/o Mark F. Bennett, Esq.
11401 Century Oaks Terrace, Suite 300
Austin, TX 78758

INVOICE

Re: Silver State Health Insurance Exchange

Legal Services through June 30, 2020:

Total Fees: \$ 1,678.00

Expenses:

Filing Fees 285.10

Subpoenas 125.00

Total Expenses: \$ 410.10

Total Current Invoice: \$ 2,088.10

MEF:TKK

Tax ID: 13-3613083



Invoice No.: 5453046
File No. : 170678.010500
Bill Date : August 13, 2020

Nevada Health Co-Op
Cantilo & Bennett, L.L.P.
c/o Mark F. Bennett, Esq.
11401 Century Oaks Terrace, Suite 300
Austin, TX 78758

INVOICE

Re: Special Legal Receivership Matters

Legal Services through July 31, 2020:

Total Fees: \$ 522.50

Total Current Invoice: \$ 522.50

MEF:TKK
Tax ID: 13-3613083



Invoice No.: 5453013
File No. : 170678.010100
Bill Date : August 13, 2020

Nevada Health Co-Op
Cantilo & Bennett, L.L.P.
c/o Mark F. Bennett, Esq.
11401 Century Oaks Terrace, Suite 300
Austin, TX 78758

INVOICE

Re: Asset Recovery matter in State Court

Legal Services through July 31, 2020:

Total Fees: \$ 105,494.50

Expenses:

Filing Fees

288.60

Total Expenses: \$ 288.60

Total Current Invoice: \$ 105,783.10

MEF:TKK
Tax ID: 13-3613083



Invoice No.: 5453084
File No. : 170678.010300
Bill Date : August 13, 2020

Nevada Health Co-Op
Cantilo & Bennett, L.L.P.
c/o Mark F. Bennett, Esq.
11401 Century Oaks Terrace, Suite 300
Austin, TX 78758

INVOICE

Re: Federal Court of Claims

Legal Services through July 31, 2020:

Total Fees: \$ 134,007.00

Total Current Invoice: \$ 134,007.00

MEF:TKK
Tax ID: 13-3613083

Invoice No.: 5453064
File No. : 170678.010700
Bill Date : August 13, 2020

Nevada Health Co-Op
Cantilo & Bennett, L.L.P.
c/o Mark F. Bennett, Esq.
11401 Century Oaks Terrace, Suite 300
Austin, TX 78758

INVOICE

Re: Silver State Health Insurance Exchange

Legal Services through July 31, 2020:

Total Fees: \$ 2,360.00

Expenses:

Subpoenas

125.00

Total Expenses: \$ 125.00

Total Current Invoice: \$ 2,485.00

MEF:TKK
Tax ID: 13-3613083



Invoice No.: 5453054
File No. : 170678.010800
Bill Date : August 13, 2020

Nevada Health Co-Op
Cantilo & Bennett, L.L.P.
c/o Mark F. Bennett, Esq.
11401 Century Oaks Terrace, Suite 300
Austin, TX 78758

INVOICE

Re: NHC v. WellHealth, etcl

Legal Services through July 31, 2020:

Total Fees: \$ 1,557.50

Total Current Invoice: \$ 1,557.50

MEF:TKK
Tax ID: 13-3613083

EXHIBIT 2

Class C-L NCDs

NRS 696B.330(6) Claims Report of Allowed Amounts for Class C-L Claims

Proof of Claim No.	Priority per NRS 696B.420(1)	Claimant Name	Total Allowed Amount
NHC1012	G	Christopher Carothers	\$0.00
NHC1022	G	Phi Long	\$14,400.00
NHC1023	G	Safeguard Insurance, LLC	\$8,633.12
NHC1026	G	Eldorado Computing	\$2,707.50
NHC1027	G	Eldorado Computing	\$2,000.00
NHC1028	G	Eldorado Computing	\$0.00
NHC1029	G	Eldorado Computing	\$2,000.00
NHC1030	G	Eldorado Computing	\$7,820.00
NHC1031	G	Eldorado Computing	\$15,930.00
NHC1032	G	Eldorado Computing	\$8,977.50
NHC1033	G	Eldorado Computing	\$0.00
NHC1034	G	Eldorado Computing	\$0.00
NHC1035	G	Eldorado Computing	\$0.00
NHC1038	G	Insurance Group of Nevada	\$10,882.83
NHC1042	G	Judith A Tompa	\$424.10
NHC1060	D	Internal Revenue Service	\$493.65
NHC1062	G	Frank Sposato	\$11,758.18
NHC1065	G	David Mannina	\$2,716.51
NHC 1068	G	Nevada Benefits	\$52,707.85
NHC 1078	G	Tarkus Mossberg	\$479.59
NHC 1079	G	Conrad Stork	\$2,000.00
NHC 1080	G	Mayfair Management Group	\$9,863.00
NHC 1083	G	Janet Holland-Williams	\$640.09
NHC 1085	G	Carl Cook	\$11,021.79
NHC 1087	G	Elevate Insurance	\$12,473.35
NHC 1092	G	Sun City Financial LLC	\$21,244.45
NHC 1097	G	Afsar Amin-Akbari	\$331.07
NHC 1098	G	Nancy Bellantine	\$1,732.93
NHC 1099	G	Indegene Healthcare LLC Dr. Rajesh Nair	\$59,517.36
NHC 1102	G	Brownstein Hyatt Farber Schreck LLP	\$39,029.96
NHC 1105	G	Nancy Joanne Buford	\$6,151.72
NHC 1111	G	Charles Dean Richard	\$11,437.73
NHC 1117	DENIED	Stewart, Archibald & Barney LLP	\$0.00
NHC 1125	G	RLM LLC	\$5,245.00
NHC 1126	G	RLM Agency	\$116,702.31
NHC 1132	G	Walter Ross	\$4,605.59
NHC 1133	G	3800 Meadows	\$854,608.00
NHC 1134	G	3900 Meadows	\$479,465.75
NHC 1135	G	Soledad Madrigal	\$7,000.00
N/A	LATE	Tillman Clifton, III	\$0.00
N/A	LATE	Silver State Health Ins. Exch.	\$0.00

\$1,785,000.92

EXHIBIT 3

Cash Flow Report

NEVADA HEALTH CO-OP

Cash Flow Analysis

Oct 2015 - August 2020

Sources & Uses

Beginning Cash as of October 1, 2015

\$ 5,352,417

SOURCES:

Premium Revenue	17,756,567
CSR Recoveries	2,347,121
Rx Rebates	-
Claims Overpayment Recoveries	720,133
PartnerRe 2014 Premium Refund	374,513
Traditional Reins Recoveries	787,352
FTR Reins Recoveries	735,747
Risk Corridor 2014	1,163,872
Federal Receivables Bridge Loan	-
Restricted Cash became Unrestricted	768,517
Sale of Risk Corridor Receivable Interest	10,000,000
Other	844,664
TOTAL SOURCES:	35,498,486

USES:

Medical Claims Q4 2015 and Post 2015 Adj	(176,660)
Rx Claims Q4 2015	(7,599,195)
Risk Adjustment 2015	-
Medical PMPMs Q4	(43,967)
FTR Reinsurance Premium	(898,687)
Traditional Reins Premium Q4 2015	(547,319)
Premium Tax	(294,665)
Other Admin	(12,780,942)
9010 ACA Fee / 720 PCORI Fee	(161,242)
Provider Claims Payments	(65,974)
Professional Services	(12,762,382)

TOTAL USES: (35,331,035)

Net cash increase for period

167,452

Ending Cash as of August 31, 2020

\$ 5,519,869