

IN THE SUPREME COURT OF THE STATE OF NEVADA

WILLIS OF ARIZONA, INC.; and
WILLIS TOWERS WATSON
INSURANCE SERVICES WEST,
INC.,

Petitioners,

v.

EIGHTH JUDICIAL DISTRICT
COURT, CLARK COUNTY,
NEVADA; THE HONORABLE
ELIZABETH GONZALEZ

Respondents,

AND

HAKKASAN USA, INC.;
ENDURANCE AMERICAN
SPECIALTY INSURANCE
COMPANY; and SOMPO
INTERNATIONAL HOLDINGS,
LTD.,

Real Parties in Interest.

Supreme Court Case No.: 82829

(consolidated with Case No. 82833)

Electronically Filed
Dec 30 2021 02:33 p.m.
No. A-20-816145-B
Elizabeth A. Brown
Clerk of Supreme Court

**MOTION TO STRIKE STATEMENTS FROM RESPONDENT'S
ANSWERING BRIEF**

Patrick J. Reilly, Esq. (Nevada Bar No. 6103)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
Tel: 702.382.2101 / Fax: 702.382.8135
Email: preilly@bhfs.com

Edward J. Baines (admitted *pro hac vice*)
Zachary W. Berk (admitted *pro hac vice*)
SAUL EWING ARNSTEIN & LEHR LLP
500 E. Pratt Street, Suite 900
Baltimore, MD 21202-3133
Email: ted.baines@saul.com
Email: zachary.berk@saul.com

*Attorneys for Willis of Arizona, Inc. and
Willis Towers Watson Insurance Services West, Inc.*

I. INTRODUCTION

Petitioners and Appellants, Willis of Arizona, Inc. and Willis Towers Watson Insurance Services West, Inc. (collectively, “Willis”),¹ by and through their counsel of record, the law firms of Brownstein Hyatt Farber Schreck, LLP and Saul Ewing Arnstein & Lehr, LLP, hereby move that this Court strike certain factual references from Respondent Hakkasan USA, Inc.’s (“Hakkasan”) Answering Brief filed in connection with Case Nos. 82829 and 82833 on November 3, 2021.

Specifically, Willis is requesting that the Court strike references set forth in the Answering Brief suggesting that Willis waited until the last minute to provide Hakkasan with its “Brokerage Terms, Conditions & Disclosures” (the “T&Cs”), which contain the jury waiver provision at issue in this matter. Hakkasan’s argument is that it was essentially sandbagged by Willis when the T&Cs were presented to it in 2019. And, while Hakkasan may have genuinely believed the veracity of this argument when it briefed the underlying matter before the District Court, subsequent discovery has been uncovered demonstrating (1) Willis did not put Hakkasan into a precarious position by intentionally scheduling its final insurance renewal meeting with Hakkasan for one business day before the expiration of Hakkasan’s insurance

¹ Willis of Arizona, Inc. merged into Willis Towers Watson Insurance Services West, Inc. in December 2019 and no longer exists as a separate entity.

policies; and (2) the meeting was originally scheduled to take place more than a week earlier, however, it had to be rescheduled at Hakkasan's request.

Despite this knowledge, Hakkasan continues to assert what is, at best, a misleading position before this Court in its Answering Brief. By taking a frivolous position knowing it is inaccurate, Hakkasan's Answering Brief arguably violates NRAP 28.2(a)(2). While Willis does not seek sanctions against counsel in this Motion, it does move to strike the portions of Hakkasan's Answering Brief that continue to assert or suggest that Willis waited until the last minute to provide Hakkasan with its T&Cs, so that this Court does not enter a decision based upon a stale and inaccurate factual premise.

II. RELEVANT BACKGROUND

Hakkasan filed its original Complaint in this case on June 5, 2020. One month later, on July 7, 2020, Willis filed a motion to dismiss arguing, among other things, that the Complaint should be dismissed as to Willis because Hakkasan failed to initiate mediation through JAMS prior to commencing litigation as required by the dispute resolution provision of the T&Cs, which set forth the terms governing Willis's relationship with Hakkasan. *See Willis's Appellants' Appendix – Volume I (“VI”) at 2.* After a hearing on Willis's motion to dismiss, and applying the T&Cs' dispute resolution provision to the present dispute, the District Court compelled Hakkasan and Willis “to mediation before JAMS in the next sixty day period from

the date of this Order before any further proceedings occur with respect to the Willis Defendants[.]” *Id.* Mediation then took place on November 3, 2020, no resolution was reached, and Willis filed its Answer to Plaintiff’s Amended Complaint and Response to Demand for Jury Trial (the “Answer”) on December 16, 2020. *See* VI at 33. Willis asserted in its Answer the following Affirmative Defense: “Plaintiff’s demand for a jury trial as to its claims against Willis must be denied and stricken because Plaintiff waived its right to a jury under the Brokerage Terms, Conditions & Disclosures that govern Plaintiff’s relationship with Willis.” VI at 58.

On February 11, 2021, Willis filed its Motion To Strike Plaintiff’s Jury Demand As To Its Claims Against The Willis Defendants Or, In The Alternative, To Compel Arbitration (the “Motion to Strike”). *See* VI at 61. In the Motion to Strike, Willis argued that the District Court should enforce the dispute resolution provision set forth in the T&Cs that the parties agreed to and either strike Hakkasan’s jury demand or compel the parties’ dispute to arbitration. *See* VI at 61-69. Hakkasan responded by arguing the jury waiver provision was not enforceable because, among other reasons, Hakkasan did not knowingly, voluntarily, and intentionally waive its right to a jury trial given that Willis presented Hakkasan with the T&Cs “just one business day before Hakkasan’s existing insurance policies were set to expire.” VII at 166. The renewal meeting at which the T&Cs were presented to Hakkasan was held on March 29, 2019, and Hakkasan’s insurance policies were set to expire on

April 1, 2019. *See* VII at 164, ¶ 6. Hakkasan also argued that “Willis put Hakkasan into a position of vulnerability by delaying until the eve of the renewal deadline to submit the Proposal” and that “Willis’s delay in transmitting the Proposal put Hakkasan in an impossible bargaining position[.]” VII at 166.

After the parties’ briefing on the Motion to Strike was completed, the District Court chose not to hold a hearing and entered a minute order denying the Motion to Strike stating that “[i]ssues related to the proposal are distinct with those which remain at issue in this matter.” Subsequently, on March 25, 2021, the District Court executed an Order denying the Motion to Strike, holding that “Hakkasan’s present claims against Willis for civil conspiracy, constructive fraud, negligence, and intentional interference with contractual relations are outside the scope of the Dispute Resolution clause in Section 1.13 of the T&Cs.” *See* Willis’s Appellants’ Appendix – Volume II (“VII”) at 286.

On April 23, 2021, Willis filed a Petition for Writ of Mandamus requesting that this Court issue a writ of mandamus directing the District Court to strike Hakkasan’s jury demand with regard to the claims against Willis. Willis also filed a notice of appeal on April 23, 2021, given that the District Court’s Order denying the Motion to Strike also served to deny Willis’s request to compel arbitration. Willis then moved to consolidate the Petition for Writ of Mandamus proceeding (Docket No. 82833) with the appeal (Docket No. 82829) and, by Order dated May 28, 2021,

this Court consolidated the two matters and noted that “an answer may assist this court in resolving the petition.” The Court further directed Willis to file an opening brief in the appeal (Case No. 82829) and set a schedule for Hakkasan to respond by filing a “combined answering brief in Docket No. 82829 and, on behalf of respondents, an answer, including authorities, against issuance of the requested writ in Docket No. 82833.”

Willis subsequently filed its Opening Brief in Case No. 82829 on September 3, 2021. Thereafter, Hakkasan filed Respondent’s Answering Brief in Case Nos. 82829 and 82833 on November 3, 2021. Although the factual record developed significantly since the District Court denied Willis’s Motion to Strike on March 25, 2021, including the discovery of evidence showing that Willis’s final renewal meeting with Hakkasan was rescheduled from March 21, 2019 to March 29, 2019 at Hakkasan’s request (*see* Declaration of Charles Halsey (the “Halsey Dec.”) submitted herewith), Hakkasan continues to maintain in its Answering Brief that Willis created an impossible situation for Hakkasan by scheduling the renewal meeting one business day before Hakkasan’s policies were set to expire. Specifically, the Answering Brief contains the following statements suggesting that Willis caused Hakkasan to renew its insurance coverages “on the eve” of their expiration:

- “Willis’s consistent eleventh hour provision of vital insurance information to Hakkasan would force Hakkasan to make critical

insurance decisions based solely on Willis's representations and would leave limited time for Hakkasan to weigh its options." Answering Brief at 2.

- It was "[n]ot until a meeting on March 29, 2019—just one business day before Hakkasan's policies were set to expire—did Willis give Hakkasan a formal proposal outlining renewal options for Hakkasan[.]" Answering Brief at 3.
- "At no point during Hakkasan's rushed renewal meeting with Willis on March 29, 2021 [sic] did Willis mention—let alone negotiate—any provision of the T&Cs." Answering Brief at 4.
- "By presenting the Proposal for the first time just one business day before Hakkasan's insurance policies were due to expire, Willis left Hakkasan no reasonable choice but to renew its various policies through Willis." Answering Brief at 5.
- "Willis, moreover, placed Hakkasan in a gravely compromised bargaining position by waiting until just one business day before Hakkasan's existing policies were set to expire to present a complete renewal proposal, forcing Hakkasan to procure insurance through Willis on adhesive terms that it presented." Answering Brief at 13.
- "Hakkasan's counsel—who was required to quickly select Hakkasan's insurance coverages in reliance on Willis's representations on the eve of the renewal deadline—never even saw the T&Cs before coverages were bound[.]" Answering Brief at 13.
- "Willis and Hakkasan never discussed—let alone negotiated—the T&Cs or the Jury Waiver Clause, which Willis had included in a large packet of material provided to Hakkasan just one business day before Hakkasan's insurance policies were set to expire." Answering Brief at 31.
- "[G]iven Willis's delay in presenting the Proposal, . . . Hakkasan would have had no practical choice but to proceed with renewal on Willis's adhesive terms[.]" Answering Brief at 31.

- “[B]y waiting to present the Proposal to Hakkasan until just one business day before Hakkasan’s existing insurance policies were due to expire—despite Hakkasan’s explicit instruction that Willis *not* present voluminous proposal documents on the eve of the renewal deadline—Willis left Hakkasan no choice but to bind coverage[.]” Answering Brief at 35.
- “Here, Willis waited until the eve of Hakkasan’s policy renewal deadline to present the Proposal to Hakkasan[.]” Answering Brief at 35.
- “Willis exploited Hakkasan’s diminished leverage by imposing a long list of one-sided terms and conditions at the eleventh hour of the renewal process, knowing Hakkasan would be compelled to accept them, likely without reviewing them closely or at all given the insufficient amount of time to do so.” Answering Brief at 36.
- “[B]ecause Willis had presented the Proposal so close to the April 1, 2019 renewal deadline, Hakkasan’s counsel, Brandon Roos, did not have an adequate opportunity to review the T&Cs. . . . As a consequence of the urgency that Willis created, Mr. Roos was compelled to quickly assess and select Hakkasan’s insurance coverages on the same day Willis presented the Proposal[.]” Answering Brief at 36.

Despite Hakkasan’s repeated suggestion that Willis created urgency by scheduling the renewal meeting for March 29, 2019, i.e., one business day before Hakkasan’s insurance coverages were set to expire, evidence uncovered during discovery shows that the meeting was initially scheduled for March 21, 2019 and was rescheduled at *Hakkasan’s request*. See Halsey Dec. at ¶ 3, Ex. A. Indeed, emails produced in discovery demonstrate that Willis was engaged in final preparations on March 20, 2019 for the renewal meeting with Hakkasan scheduled for March 21, 2019 when the meeting was canceled by Hakkasan. See *id.* Among

other things, there is an internal Willis email string from March 20, 2019 stating that “[w]e have a meeting with Hakkasan tomorrow morning to go over quotes and indications” to which one of the team members, Chuck Halsey, responded, “I will be in the office around 8:15am to go over things and start printing at 9:30am PST.” *Id.* Later in the evening on March 20, 2019, a Willis team member emailed that “Brandon Roos at Hakkasan had an urgent, unexpected matter come up. We are no longer have [sic] the meeting tomorrow. We are rescheduling for Monday at the same time, 11am PST.” *Id.* Minutes later, a Willis Senior Client Manager, Kristen Garcia, emailed Brandon Roos and Veronica Stiles of Hakkasan and stated, “[w]e are rescheduling the meeting for Monday at the same time. I just changed my flight, and I will send an updated meeting invitation.” *Id.* Then, in an internal Willis email from March 21, 2019, Ms. Garcia informed the Willis team that “[o]ur meeting had to be moved to Monday, at the client’s request[.]” *Id.*

Hakkasan knows better, based upon evidence that has been procured in discovery since the underlying matter was briefed before the District Court. Yet it continues to assert before this Court, knowing its inaccuracy, that Willis waited until the last minute to hold the final renewal meeting with Hakkasan and provide Hakkasan with its T&Cs, which contain the jury waiver provision at issue in this matter. As such, Hakkasan’s representations in its Answering Brief constitute misrepresentations to this Court that should be stricken.

III. ARGUMENT

This Court should strike the statements in Hakkasan's Answering Brief identified above because they are clearly misleading in light of the evidence uncovered since the District Court ruled on the Motion to Strike on March 25, 2021. Hakkasan's entire premise that it was not provided adequate time to consider the T&Cs and their jury waiver provision "[a]s a consequence of the urgency that Willis created" by scheduling the final renewal meeting for March 29, 2019 is simply false. Clearly, Willis did not intentionally create urgency "knowing Hakkasan would be compelled to accept [the T&Cs]" by scheduling the final renewal meeting for March 29, 2019 given that it was rescheduled from March 21, 2019 per Hakkasan's request.

This false narrative arguably violates NRAP 28.2(a)(2). Rule 28.2(a)(2) requires counsel filing a brief on behalf of a party to certify that the brief is not "frivolous." Hakkasan should not be permitted to continue to advance this false narrative in the pending appeals in the hope of avoiding the jury waiver provision to which it agreed. Accordingly, this Court should grant this motion and strike Hakkasan's misleading statements so that the Court can decide Case Nos. 82829 and 82833 on an accurate factual record.

///

///

///

CONCLUSION

For the foregoing reasons, Willis moves this Court to strike or disregard certain factual references from Hakkasan's Answering Brief, as set forth herein, in connection with Case Nos. 82829 and 82833 on November 3, 2021.

DATED this 30th day of December, 2021.

/s/ Patrick J. Reilly

Patrick J. Reilly

BROWNSTEIN HYATT FARBER

SCHRECK, LLP

100 North City Parkway, Suite 1600

Las Vegas, NV 89106-4614

Edward J. Baines (admitted *pro hac vice*)

SAUL EWING ARNSTEIN & LEHR LLP

500 E. Pratt Street, Suite 900

Baltimore, MD 21202-3133

Zachary W. Berk (admitted *pro hac vice*)

SAUL EWING ARNSTEIN & LEHR LLP

131 Dartmouth Street, Suite 501

Boston, MA 02116

*Attorneys for Willis of Arizona, Inc. and
Willis Towers Watson Insurance Services
West, Inc.*

CERTIFICATE OF SERVICE

Pursuant to Nevada Rule of Appellate Procedure 25(b), I certify that I am an employee of BROWNSTEIN HYATT FARBER SCHRECK, LLP, and that the foregoing **MOTION TO STRIKE STATEMENTS FROM RESPONDENT’S ANSWERING BRIEF** was served by submitting electronically for filing and/or service with Supreme Court of Nevada’s EFlex Filing system and serving all parties with an email address on record, as indicated below, pursuant to Rule 8 of the N.E.F.C.R. on the 30th day of December, 2021, to the addresses shown below:

James E. Whitmire, III
SANTORO WHITMIRE
10100 West Charleston Blvd., Suite 250
Las Vegas, NV 89135
jwhitmire@santoronevada.com

Amy M. Samberg
Dylan P. Todd
CLYDE & CO. US LLP
3960 Howard Hughes Pkwy, Ste. 500
Las Vegas, NV 89169
Amy.Samberg@clydeco.us
Dylan.Todd@clydeco.us

QUINN EMANUEL URQUHART &
SULLIVAN, LLP
Danielle L. Gilmore (Admitted *Pro Hac*
Vice)
Dakota S. Speas (Admitted *Pro Hac*
Vice)
865 South Figueroa Street, 10th Floor
Los Angeles, CA 90017
daniellegilmore@quinnemanuel.com
dakotaspeas@quinnemanuel.com

Heidi H. Raschke (Admitted *Pro Hac*
Vice)
Steven J. Brodie (Admitted *Pro Hac*
Vice)
CARLTON FIELDS, P.A.
4221 W. Boy Scout Blvd., Suite 1000
Tampa, FL 33607

Attorneys for Sompco International
Holdings Ltd. and Endurance
American Specialty Insurance
Company

Allison Huebert (Admitted *Pro Hac Vice*)

Athena Dalton (Admitted *Pro Hac Vice*)

191 N. Wacker Drive, Suite 2700

Chicago, IL 60606

allisonhuebert@quinnemanuel.com

athenadalton@quinnemanuel.com

The Honorable Elizabeth Gonzalez
(*via U.S. Mail*)

District Court Judge, Department 11

Eighth Judicial District Court

Regional Justice Center

200 Lewis Avenue

Las Vegas, NV 89155

William A. Burck (Admitted *Pro Hac Vice*)

1300 I St., N.W., Suite 900

Washington, DC 20005

williamburck@quinnemanuel.com

*Attorneys for Plaintiff Hakkasan USA,
Inc.*

/s/ Paula Kay

An employee of Brownstein Hyatt Farber Schreck,
LLP

EXHIBIT A

EXHIBIT A

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2 WILLIS OF ARIZONA, INC.; and WILLIS
3 TOWERS WATSON INSURANCE
4 SERVICES WEST, INC.,

5 Petitioners,

6 v.

7 EIGHTH JUDICIAL DISTRICT COURT,
8 CLARK COUNTY, NEVADA; THE
9 HONORABLE ELIZABETH GONZALEZ

10 Respondents,

11 AND

12 HAKKASAN USA, INC.; ENDURANCE
13 AMERICAN SPECIALTY INSURANCE
14 COMPANY; and SOMPO
15 INTERNATIONAL HOLDINGS, LTD.,

16 Real Parties in Interest.

Supreme Court Case No.: 82829
(Consolidated with Case No. 82833)

District Court Case No. A-20-816145-B

17 **DECLARATION OF CHARLES HALSEY IN SUPPORT OF**
18 **PETITIONERS'/APPELLANTS' TO MOTION TO STRIKE STATEMENTS**
19 **FROM RESPONDENT'S ANSWERING BRIEF**

20 Patrick J. Reilly, Esq.
21 Nevada Bar No. 6103

22 BROWNSTEIN HYATT FARBER SCHRECK, LLP
23 100 North City Parkway, Suite 1600
24 Las Vegas, NV 89106-4614
25 Tel: 702.382.2101
26 Fax: 702.382.8135
27 Email: preilly@bhfs.com

28 Edward J. Baines (admitted *pro hac vice*)
 Zachary W. Berk (admitted *pro hac vice*)
 SAUL EWING ARNSTEIN & LEHR LLP
 500 E. Pratt Street, Suite 900
 Baltimore, MD 21202-3133
 Email: ted.baines@saul.com
 Email: zachary.berk@saul.com

Attorneys for Petitioners/Appellants
 Willis of Arizona, Inc. and
 Willis Towers Watson Insurance Services West, Inc.

1 I, Charles "Chuck" Halsey, declare as follows:

2 1. I am an Executive Vice President for Willis Towers Watson Insurance Services
3 West, Inc. ("Willis") and have worked in that capacity since I began my employment with Willis
4 in 2004. I make this declaration in support of the Petitioners'/Appellants' Motion to Strike
5 Statements from Respondent's Answering Brief and to place before the Court documents necessary
6 for the determination of the motion. The facts stated herein are based on my personal knowledge.
7

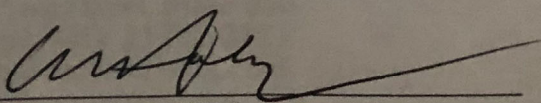
8 2. Hakkasan USA, Inc. ("Hakkasan") was one of my clients at Willis for more than a
9 decade, dating back to when Hakkasan's business operated under a different company name. I
10 served as a client advocate for Hakkasan, which meant that I managed the work of the Willis team
11 with regard to handling Hakkasan's insurance programs.

12 3. In 2019, we initially scheduled our final renewal meeting with Hakkasan to take
13 place on March 21, 2019, but it had to be rescheduled at the last minute at Hakkasan's request.
14 Several emails that I received in connection with the rescheduling of the final renewal meeting in
15 March 2019, which came to my attention during discovery in this case and are consistent with my
16 memory of the events at the time, are attached hereto as **Exhibit A**.
17

18 4. Ultimately, the final renewal meeting was held on March 29, 2019.

19 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing
20 is true and correct.
21

22 EXECUTED on December 3rd, 2021, in Las Vegas, Nevada.

23
24 
25 CHARLES HALSEY
26
27
28

A

Message

From: Garcia, Kristen [kristen.garcia@willistowerswatson.com]
Sent: 3/20/2019 8:14:49 PM
To: Davis, Emily [emily.r.davis@willistowerswatson.com]
CC: Halsey, Chuck [chuck.halsey@willistowerswatson.com]
Subject: Hakkasan meeting

Emily

I just left you a voicemail on your cell phone.

Brandon Roos at Hakkasan had an urgent, unexpected matter come up. We are no longer have the meeting tomorrow. We are rescheduling for Monday at the same time, 11 am PST. Please confirm if you can attend.

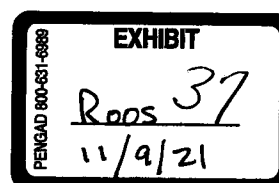
Thank you.

Kristen K. Garcia, CIC, CISR
Senior Client Manager

Willis Towers Watson
Willis of Arizona, Inc. | 16220 N. Scottsdale Rd, Suite 600 | Scottsdale, AZ 85254

D +1 602 787 6180
M +1 602 300 7992
F +1 602 787 8040
kristen.garcia@willistowerswatson.com
<http://willistowerswatson.com>

Follow Willis Towers Watson on social media



Message

From: Garcia, Kristen [kristen.garcia@willistowerswatson.com]
Sent: 3/20/2019 8:38:39 PM
To: Brandon Roos (broos@hakkasan.com) [broos@hakkasan.com]; Veronica Stiles [vstiles@hakkasan.com]
CC: Halsey, Chuck [chuck.halsey@willistowerswatson.com]
Subject: Hakkasan meeting

Brandon/Veronica,

We are rescheduling the meeting for Monday at the same time. I just changed my flight, and I will send an updated meeting invitation.

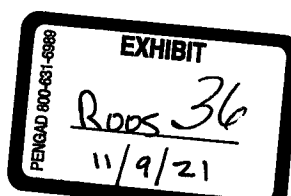
See you Monday.

Kristen K. Garcia, CIC, CISR
Senior Client Manager

Willis Towers Watson
Willis of Arizona, Inc. | 16220 N. Scottsdale Rd, Suite 600 | Scottsdale, AZ 85254

D +1 602 787 6180
M +1 602 300 7992
F +1 602 787 8040
kristen.garcia@willistowerswatson.com
<http://willistowerswatson.com>

Follow Willis Towers Watson on social media



Message

From: Garcia, Kristen [kristen.garcia@willistowerswatson.com]
Sent: 3/21/2019 12:07:28 PM
To: Reyes, Steve [steve.reyes@willistowerswatson.com]; Phillips, Amelia [amelia.phillips@willistowerswatson.com]; Payne, Mark [mark.payne@willistowerswatson.com]; Geraghty, Kevin [kevin.geraghty@willistowerswatson.com]
CC: Halsey, Chuck [chuck.halsey@willistowerswatson.com]
Subject: RE: Hakkasan meeting - need your items by 9:30am PST Thursday

Yes, please see below. Our meeting had to be moved to Monday, at the client's request. Please send us your full proposal as soon as possible. Thank you.

Number Employees in ALL STATES/JURISDICTIONS:

	Domestic
Full Time	
Part Time	

Total Number of Independent Contractors	
---	--

2. Enter the number of employees (by type) in the specified jurisdictions ONLY in the boxes below.

Note: Seasonal, Temporary and Leased Employees to be included as Part-Time employees (Non-Union if Domestic)

Number of Employees located in CALIFORNIA ONLY:

	Domestic
Full Time	
Part Time	

Total Number of Independent Contractors	
---	--

Number of Employees located in DISTRICT OF COLUMBIA, FLORIDA, MICHIGAN & TEXAS, NEW YORK, NEW JERSEY ONLY (collectively):

	Domestic	
Full Time		
Part Time		

Total Number of Independent Contractors	
---	--

Kristen K. Garcia, CIC, CISR
Senior Client Manager

Willis Towers Watson
Willis of Arizona, Inc. | 16220 N. Scottsdale Rd, Suite 600 | Scottsdale, AZ 85254

D +1 602 787 6180
M +1 602 300 7992
F +1 602 787 8040
kristen.garcia@willistowerswatson.com
<http://willistowerswatson.com>

Follow Willis Towers Watson on social media

From: Reyes, Steve
Sent: Thursday, March 21, 2019 9:01 AM
To: Garcia, Kristen; Phillips, Amelia; Payne, Mark; Geraghty, Kevin
Cc: Halsey, Chuck
Subject: RE: Hakkasan meeting - need your items by 9:30am PST Thursday

Has the client addressed the needed information to provide the quote?

Stephen C. Reyes
Senior Vice President, Regional Leader FINEX

Willis Towers Watson
Willis Americas Administration, Inc. / 233 S. Wacker Dr., Ste. 1800 / Chicago, IL 60606
T: (312) 288-7275
C: (630) 697-6241
steve.reyes@willistowerswatson.com
www.willistowerswatson.com

From: Garcia, Kristen
Sent: Wednesday, March 20, 2019 5:59 PM
To: Phillips, Amelia; Payne, Mark; Reyes, Steve; Geraghty, Kevin
Cc: Halsey, Chuck
Subject: Hakkasan meeting - need your items by 9:30am PST Thursday
Importance: High

Hello,

We have a meeting with Hakkasan tomorrow morning to go over quotes and indications. Please send us your items to print by 9:30am PST. Be sure to copy Chuck.

Thank you.

Kristen K. Garcia, CIC, CISR
Senior Client Manager

Willis Towers Watson
Willis of Arizona, Inc. | 16220 N. Scottsdale Rd, Suite 600 | Scottsdale, AZ 85254

D +1 602 787 6180
M +1 602 300 7992
F +1 602 787 8040
kristen.garcia@willistowerswatson.com
<http://willistowerswatson.com>

Follow Willis Towers Watson on social media

Message

From: Garcia, Kristen [kristen.garcia@willistowerswatson.com]
Sent: 3/26/2019 7:01:42 PM
To: Geraghty, Kevin [kevin.geraghty@willistowerswatson.com]
CC: Halsey, Chuck [chuck.halsey@willistowerswatson.com]
Subject: FW: Hakkasan meeting - need your items by 9:30am PST Thursday
Attachments: Copy of 3.22.19 Hakkasan - Proposal Docs incl Marketing Summary Coverage.xls

Kevin,

Our meeting is now this Friday, but we are trying to send our proposal documents sooner. Do you have anything to update in the attached. I know there is one spot under Sompco where it said you were going to clarify the [REDACTED]

Are you recommending Sompco?

Please also send the actual quotes.

Thank you.

Kristen K. Garcia, CIC, CISR
Senior Client Manager

Willis Towers Watson
Willis of Arizona, Inc. | 16220 N. Scottsdale Rd, Suite 600 | Scottsdale, AZ 85254

D +1 602 787 6180
M +1 602 300 7992
F +1 602 787 8040
kristen.garcia@willistowerswatson.com
<http://willistowerswatson.com>

Follow Willis Towers Watson on social media

From: Geraghty, Kevin
Sent: Wednesday, March 20, 2019 4:27 PM
To: Halsey, Chuck; Garcia, Kristen
Subject: RE: Hakkasan meeting - need your items by 9:30am PST Thursday

Chuckie,

Use this one.

I've taken AIG out the Quote Comparison although having just spoken to the underwriter they will quote by tomorrow. There Pricing is going to be at [REDACTED] so cheaper than Travelers but not as competitive as Sompco.

Rgds,

Kev.

Kevin Geraghty,
Senior Vice President, Western Property Region
Willis Towers Watson
Willis Insurance Services of California, Inc License # 0371719
525 Market Street, San Francisco, CA 94105
(D) 415 955 0127 (C) 415 351 9061 (F) 415 982 7978
kevin.geraghty@willistowerswatson.com
willistowerswatson.com

From: Halsey, Chuck
Sent: Wednesday, March 20, 2019 4:06 PM
To: Garcia, Kristen; Phillips, Amelia; Payne, Mark; Reyes, Steve; Geraghty, Kevin
Cc: Needham, Charles; Campion, Vicki Jo
Subject: RE: Hakkasan meeting - need your items by 9:30am PST Thursday

I will be in the office around 8:15am to go over things and start printing at 9:30am PST.

I appreciate the help; call or text me on my cell if you need any direction on this,

Chuck Halsey
Executive VP

Willis Towers Watson
1980 Festival Plaza Drive, #300
Las Vegas, Nevada 89135
702-432-7111 (w)
702-496-2833 (c)
Chuck.Halsey@WillisTowersWatson.com.

From: Garcia, Kristen
Sent: Wednesday, March 20, 2019 3:59 PM
To: Phillips, Amelia; Payne, Mark; Reyes, Steve; Geraghty, Kevin
Cc: Halsey, Chuck
Subject: Hakkasan meeting - need your items by 9:30am PST Thursday
Importance: High

Hello,

We have a meeting with Hakkasan tomorrow morning to go over quotes and indications. Please send us your items to print by 9:30am PST. Be sure to copy Chuck.

Thank you.

Kristen K. Garcia, CIC, CISR
Senior Client Manager

Willis Towers Watson
Willis of Arizona, Inc. | 16220 N. Scottsdale Rd, Suite 600 | Scottsdale, AZ 85254

D +1 602 787 6180
M +1 602 300 7992
F +1 602 787 8040
kristen.garcia@willistowerswatson.com
<http://willistowerswatson.com>

Follow Willis Towers Watson on social media