

Case No. _____

IN THE SUPREME COURT OF NEVADA

UNITE HERE HEALTH, a multi-employer health and welfare 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 TIMOTHY C.
WILLIAMS, DISTRICT COURT JUDGE,

Respondent

- and -

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

Real Party in Interest.

District Court Case No. A-17-760558-B, Department XVI

**APPENDIX TO PETITION FOR EXTRAORDINARY WRIT RELIEF
VOLUME 8 OF 11**

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June 30, 2021

APPENDIX TO PETITION FOR EXTRAORDINARY WRIT RELIEF
VOLUME 8 OF 11

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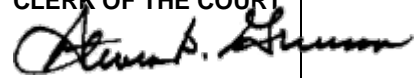
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TAB 34



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**DISTRICT COURT
CLARK COUNTY, NEVADA**

STATE OF NEVADA, EX. REL. COMMISSIONER
OF INSURANCE, BARBARA D. RICHARDSON, IN
HER OFFICIAL CAPACITY AS STATUTORY
RECEIVER FOR DELINQUENT DOMESTIC
INSURER,

Plaintiff,

v.

NEVADA HEALTH CO-OP,

Defendant.

Case No. A-15-725244-C
Dept. No. I

**APPENDIX OF EXHIBITS TO
GREENBERG TRAUIG, LLP'S
OPPOSITION TO MOTION TO
DISQUALIFY GREENBERG
TRAURIG AND DISGORGE
ATTORNEYS' FEES**

Pursuant to Eighth Judicial District Court Rule 2.27(b), Greenberg Traurig, LLP (“Greenberg Traurig”) files this Appendix of Exhibits to Greenberg Traurig’s Opposition to Unite Here Health and Nevada Health Solutions, LLC’s Motion to Disqualify Greenberg Traurig and Disgorge Attorney’s Fees.

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1 RESPECTFULLY SUBMITTED this 16th day of November 2020.

2 GREENBERG TRAURIG, LLP

3 /s/ Mark E. Ferrario

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

Exhibit 1

1 **DECL (CIV)**

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25 **DISTRICT COURT**

26 **CLARK COUNTY, NEVADA**

27 STATE OF NEVADA, EX. REL.

28 COMMISSIONER OF INSURANCE,

BARABARA D. RICHARDSON, IN HER

OFFICIAL CAPACITY AS STATUTORY

RECEIVER FOR DELINQUENT DOMESTIC

INSURER,

Plaintiff,

v.

NEVADA HEALTH CO-OP,

Defendant.

Case No. A-15-725244-C

Dept. No. I

**DECLARATION OF MARK
BENNETT IN SUPPORT OF
GREENBERG TRAUIG, LLP'S
OPPOSITION TO MOTION TO
DISQUALIFY GREENBERG
TRAURIG AND DISGORGE
ATTORNEY'S FEES**

1 I, Mark F. Bennett, declare as follows:

2 1. I am a partner with Cantilo & Bennett, LLP ("Cantilo & Bennett"), which has
3 been appointed to serve in the role as the Special Deputy Receiver ("SDR") to the Nevada Health
4 Co-Op ("NHC") pursuant to Nevada Revised Statute ("NRS") § 696B.290 in this matter. I
5 provide this declaration in support of Greenberg Traurig, LLP's Opposition to Unite Health Here
6 and Nevada Health Solutions, LLC's "Motion to Disqualify Greenberg Traurig as Counsel for
7 the Statutory Receiver of Nevada Health Co-Op and Disgorge Attorney's Fees Paid by Nevada
8 Health Co-Op to Greenberg Traurig, LLP." I make this declaration based on my personal
9 knowledge and experience and, if called as a witness, I would testify to the facts set forth below.

10 **A. Background**

11 2. I am a member of the State Bar of Texas in good standing and have been
12 authorized to practice law in Texas since 1984.

13 3. I am a named and founding partner of the law firm Cantilo & Bennett, which is
14 headquartered in Austin, Texas. I co-founded Cantilo & Bennett in 1999 with my partner Patrick
15 Cantilo, and we have since grown the firm to twelve lawyers.

16 4. I have significant experience in restructuring and insolvency matters generally
17 and, in particular, in the insurance and health care industries, including in Nevada. Prior to my
18 work in this matter, my firm was appointed and has served as Special Deputy Receiver for
19 Nevada Contractors Insurance Company, Inc. and Builders Insurance Company, Inc. in
20 connection with their receivership pursuant to NRS § 696B.290, and I have been the chief
21 authorized representative of the Special Deputy Receiver for those companies. I previously
22 served as insurance counsel to the Deputy Liquidator of two health maintenance organization
23 insolvencies, Foundation Health Plan of New Jersey and MedCenters of North Dakota. I also
24 served as counsel to the Deputy Receiver of Home Warranty Corporation and its affiliates in
25 connection with their administration, and I have served in outside counsel roles for Receivers of
26 many insurance receiverships over the course of the past thirty-five years.

1 **B. Cantilo & Bennett’s Appointment as SDR of NHC**

2 5. On October 14, 2015, the Nevada Commissioner of Insurance—then Amy
3 Parks—was appointed as Permanent Receiver of NHC and Cantilo & Bennett was appointed as
4 SDR pursuant to NRS § 696B.290. Pursuant to this Court’s Order and Nevada law, we were
5 authorized to retain counsel to “[i]nstitute and to prosecute” all “suits and other legal
6 proceedings,” to “defend suits in which CO-OP or the Receiver is a party,” and to “abandon the
7 prosecution or defense of such suits, legal proceedings, and claims which she deems
8 inappropriate.” (Permanent Injunction and Order Appointing Commissioner as Permanent
9 Receiver of Nevada Health Co-Op, ¶ 14(h).) We were also authorized to “employ and to fix the
10 compensation of ... counsel” and other personnel as necessary and pay such compensation out of
11 the assets of NHC in accordance with NRS § 696B.290. *Id.* ¶ 4; *see also* NRS § 696B.255.

12 6. Prior to Cantilo & Bennett’s appointment as SDR, we conducted an evaluation of
13 any potential conflicts of interest with our representation of NHC and found no conflicts.

14 7. Since our appointment as SDR, I have served as the lead authorized representative
15 from Cantilo & Bennett as SDR working on this matter, with support from a significant team of
16 other SDR authorized representatives of my firm, including Patrick Cantilo, Kristen Johnson,
17 Josh Lively, and other support staff.

18 8. On April 6, 2016, Barbara Richardson—the newly appointed Commissioner of
19 Insurance for the State of Nevada—took over as the Receiver for NHC. We have since worked
20 closely on this matter with the Receiver and her staff.

21 9. As SDR, we have a broad range of responsibilities for the receivership, as set out
22 in the Court’s October 14, 2015 Order and Nevada law. These responsibilities include, among
23 other things, collecting debts and monies due to NHC, managing and in some instances selling
24 assets of NHC, administering the assets of NHC, evaluating and administering claims by
25 creditors against NHC, and evaluating and pursuing claims of NHC against others.

1 **C. The Receiver's Limited Scope Retention of Greenberg Traurig and Santoro**
2 **Whitmire**

3 10. Since Cantilo & Bennett was appointed as SDR, we have conducted a significant
4 evaluation of the facts underlying NHC's insolvency and evaluation of claims that the Receiver
5 might have against other parties. In evaluating such claims, we consider many factors, including
6 the strength of potential claims, the strength of potential defenses, the relative culpability of other
7 potentially responsible parties, the magnitude of the contribution to the loss of any particular party,
8 the likely expense and difficulty in pursuing claims, and other relevant factors. Ultimately, given
9 the receivership's finite resources, we, as SDR, pursue only those claims that we believe are in
10 the best interests of the receivership to pursue, as our statutory grant of discretion allows.

11 11. Through this process, by 2016, we had identified a number of parties against
12 whom we believed the Receiver had viable claims, including the Centers for Medicare and
13 Medicaid Services ("CMS"), Unite Here Health, Milliman, Inc., and former officers and directors
14 of NHC. We knew that prosecuting these claims would require a significant commitment of time
15 and resources and would likely require the prosecution of claims both in Nevada and, as to
16 CMS—a federal agency—in the Court of Federal Claims. We believed that it was in the
17 Receiver's best interest to retain outside counsel that had both a national presence and an
18 expertise in complex civil litigation matters to pursue these claims.

19 12. Accordingly, we began searching for qualified outside counsel to prosecute these
20 claims. In October 2016, I contacted Mark Ferrario of Greenberg Traurig, L.L.P. ("Greenberg
21 Traurig") to discuss the potential for Greenberg Traurig to represent the Receiver in prosecuting
22 these matters. I contacted Mr. Ferrario because of his and Greenberg Traurig's significant
23 experience in litigating complex matters and their national presence, which would assist the
24 Receiver in litigating claims in different venues.

25 13. In discussing Greenberg Traurig's representation, both Mark Ferrario and I were
26 careful to ensure that Greenberg Traurig's representation of the Receiver would not create any
27 conflicts of interest. Mr. Ferrario told me that Greenberg Traurig represented Valley Health
28

1 System ("Valley") in connection with claims for medical reimbursement from NHC submitted by
2 several of the system's member medical facilities ("Valley claims"). I told Mr. Ferrario that the
3 scope of Greenberg Traurig's representation of the Receiver would not include defending the
4 receivership against the Valley claims or administering Valley claims--and would not include any
5 role in the allocation of assets to creditors like Valley.

6 14. Mr. Ferrario also told me that Greenberg Traurig represented Xerox State
7 Healthcare, LLC ("Xerox") in matters relating to its work on behalf of the Silver State Health
8 Insurance Exchange in Nevada. I told Mr. Ferraro that at the outset of his representation, the
9 Receiver had not determined to pursue any claims against Xerox, with whom NHC had not had a
10 contractual relationship. I explained, however, that our evaluation of all potential claims was
11 ongoing, and we agreed that the scope of Greenberg Traurig's representation of the Receiver would
12 not include evaluating or prosecuting any claims against Xerox.

13 15. As an additional precaution, we agreed that the Receiver would retain a separate
14 conflicts counsel, Santoro Whitmire Ltd. ("Santoro Whitmire"), to assist the SDR with the
15 prosecution of claims against any parties as to whom Greenberg Traurig had a conflict. Retention
16 of conflicts counsel like this is commonplace in large, complex receivership matters involving
17 many parties. Cantilo & Bennett, as SDR, had similarly retained the Santoro Whitmire firm as
18 conflicts counsel for the Nevada Contractors Insurance Company, Inc. and Builders Insurance
19 Company, Inc. receivership engagements; thus, based on our experience in other receiverships, we
20 wanted to have Santoro Whitmire available as conflicts counsel in the NHC case.

21 16. For purposes of allowing Greenberg Traurig to fully evaluate any potential
22 conflicts, in October 2016, I sent Mr. Ferrario a list of potential parties that the Receiver was
23 contemplating asserting claims against. That list included CMS, Unite Here Health, Milliman,
24 Inc., and former officers and directors of NHC. Neither Valley nor Xerox were on this list because
25 the Receiver did not contemplate having Greenberg Traurig serve as adverse to them when it
26 retained Greenberg Traurig.

1 17. On December 19, 2016, the Receiver filed a motion seeking leave from the Court
2 to engage and pay Greenberg Traurig, Santoro Whitmire, and other consultants pursuant to Nevada
3 Revised Statute (“NRS”) § 696B.290. The court granted the motion on January 17, 2017.

4 18. The Receiver retained Greenberg Traurig for the limited purpose of prosecuting
5 certain claims on behalf of the Receiver, including claims against CMS and claims against UHH,
6 NHS, and the other defendants in the matter *State of Nevada ex rel. Commissioner of Insurance v.*
7 *Milliman Inc. et al.*, No. A-17-76055-B (District Court of Clark County, Nevada). Santoro
8 Whitmire was retained as conflicts counsel to assist the Receiver and SDR, as necessary, with the
9 prosecution of claims against any parties as to whom Greenberg Traurig had a conflict.

10 **D. Greenberg Traurig’s Representation of the Receiver**

11 19. For the past three-and-a-half years, Greenberg Traurig has prosecuted claims on
12 behalf of the Receiver in the following matters: (1) *Barbara D. Richardson v. United States*,
13 Case No. 18-1731-C (U.S. Ct. Fed. Cl.); (2) *State of Nevada ex rel. Commissioner of Insurance*
14 *v. Milliman Inc. et al.*, No. A-17-76055-B (District Court of Clark County, Nevada); (3) *State of*
15 *Nevada ex rel. Commissioner of Insurance v. Silver State Health Exchange*, No. A-20-816161
16 (District Court of Clark County, Nevada); and (4) *State of Nevada ex rel. Commissioner of*
17 *Insurance v. WellHealth Medical Associates et al.*, No. A-20-818118-C (District Court of Clark
18 County, Nevada).

19 20. Consistent with the limited scope of its engagement by the Receiver, Greenberg
20 Traurig has had no role in defending or administering the Valley claims. The claims were
21 submitted to NHC’s Javelina Claims Database and approved through the receivership claims’
22 administration process for provider claims, which we handled without any involvement of
23 Greenberg Traurig. The Receiver has not been adverse to Valley or its members regarding their
24 medical claims in the NHC receivership, and the Receiver (without assistance from the
25 Greenberg Traurig firm) has already issued notices of claim determination for the Valley claims
26 from which there were no legal appeals by Valley or its member facilities. The Valley claims
27 against the NHC receivership are now final under the court approved claim procedure for NHC.
28

1 21. Similarly, Greenberg Traurig has had no role in advising the Receiver or SDR as
2 to the allocation of assets among creditors like Valley. As we had been doing prior to the
3 Receiver's limited retention of Greenberg Traurig, my office, with the assistance of financial
4 professionals, continued to handle all matters relating to the distribution of assets to creditors.

5 22. Greenberg Traurig has also had no role whatsoever in evaluating or prosecuting
6 any claim against Xerox. Independent of Greenberg Traurig, the SDR has continued to evaluate
7 whether a claim should be brought by the Receiver against Xerox, and the Receiver has not yet
8 brought such a litigation claim at this time. In the event that the Receiver decided to bring a
9 litigation claim against Xerox, that claim would be handled by legal counsel other than
10 Greenberg Traurig. The Receiver and SDR continuously evaluate and develop information for
11 actual or potential litigation against parties, which is protected from disclosure as confidential
12 work product.

13 23. Neither the Receiver nor the SDR has ever asked Greenberg Traurig to advise on
14 the evaluation of potential claims against Xerox, and Greenberg Traurig has not done so. In
15 short, the process by which the Receiver and SDR have evaluated potential claims against Xerox,
16 and exercised their broad statutory authority to act in the best interests of the receivership, has
17 been completely independent of Greenberg Traurig.

18 **E. Greenberg Traurig's Prosecution of the *Milliman* Case**

19 24. Greenberg Traurig filed the *Milliman* suit on behalf of the Receiver on August
20 25, 2017. Greenberg Traurig is counsel of record for the Receiver in the case and has taken the
21 lead at all stages of the litigation over the past three years.

22 25. Greenberg Traurig has an extensive knowledge of the factual and legal issues
23 involved in the *Milliman* case. Although, as the SDR, we communicate with Greenberg Traurig
24 regarding the case, Greenberg Traurig attorneys are the ones handling the litigation, and they are
25 the ones who are preparing the case for trial, which is expected to last for several weeks. The
26 Receiver and SDR have relied significantly on Greenberg Traurig's advice and institutional
27 knowledge regarding the *Milliman* case.
28

1 26. If Greenberg Traurig were to be disqualified from even just the *Milliman* case,
2 the costs and prejudice to the receivership would be extreme. The Receiver would have to retain
3 separate outside counsel to prosecute the case, and educating that counsel would present an
4 enormous cost that would further deplete the limited resources of the receivership. Moreover,
5 Greenberg Traurig's institutional knowledge of the case and organization of the case for trial—
6 developed over the course of three years—would no longer be available to the Receiver, which
7 could impact the likelihood of a significant recovery for the receivership. In short,
8 disqualification of Greenberg Traurig at this late stage of the *Milliman* case would present
9 significant prejudice and hardship to the receivership.

10 **F. Greenberg Traurig's Prosecution of Other Cases on Behalf of the Receiver.**

11 27. Similarly, Greenberg Traurig has served as lead counsel for the Receiver in the
12 matters *Barbara D. Richardson v. United States*, Case No. 18-1731-C (U.S. Ct. Fed. Cl.); *State*
13 *of Nevada ex rel. Commissioner of Insurance v. Silver State Health Exchange*, No. A-20-816161
14 (District Court of Clark County, Nevada); and *State of Nevada ex rel. Commissioner of Insurance*
15 *v. WellHealth Medical Associates et al.*, No. A-20-818118-C (District Court of Clark County,
16 Nevada). As in the *Milliman* case, Greenberg Traurig has extensive institutional knowledge of the
17 factual and legal issues in these matters and will serve as lead counsel at any trial. Disqualification
18 would impose a significant burden on the Receiver, who would have to retain new counsel,
19 incurring additional costs and potentially impacting the likelihood of a significant recovery.

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

22
23 Executed on: November 15, 2020



24 Mark. F. Bennett
25
26
27
28

Exhibit 2

DECL (CIV)

MARK E. FERRARIO, ESQ.
Nevada Bar No. 1625
DONALD L. PRUNTY, ESQ.
Nevada Bar No. 08230
GREENBERG TRAUIG, LLP
10845 Griffith Peak Drive, Suite 600
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Telephone: 702-792-3773
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MICHAEL P. MCNAMARA
Pro Hac Vice Admission Pending
DAVID JIMENEZ-EKMAN
Pro Hac Vice Admission Pending
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djimenez-ekman@jenner.com

Attorneys for Greenberg Traurig, LLP

DISTRICT COURT

CLARK COUNTY, NEVADA

STATE OF NEVADA, EX. REL.
COMMISSIONER OF INSURANCE,
BARABARA D. RICHARDSON, IN HER
OFFICIAL CAPACITY AS STATUTORY
RECEIVER FOR DELINQUENT DOMESTIC
INSURER,

Plaintiff,

v.

NEVADA HEALTH CO-OP,

Defendant.

Case No. A-15-725244-C
Dept. No. I

**DECLARATION OF MARK E.
FERRARIO IN SUPPORT OF
GREENBERG TRAUIG, LLP'S
OPPOSITION TO MOTION TO
DISQUALIFY GREENBERG
TRAURIG AND DISGORGE
ATTORNEY'S FEES**

1 I, Mark E. Ferrario, declare as follows:

2 1. I am a Shareholder at Greenberg Traurig, LLP (“Greenberg Traurig”), which serves
3 as counsel to Barbara Richardson as the Statutory Receiver (the “Receiver”) for the Nevada Health
4 Co-Op (“NHC”) in this matter and related matters, including *Nevada Commissioner of Insurance v.*
5 *Milliman Inc. et al.*, No. A-17-76055-B. I provide this declaration in support of Greenberg Traurig,
6 LLP’s Opposition to Unite Here Health and Nevada Health Solutions, LLC’s “Motion to Disqualify
7 Greenberg Traurig as Counsel for the Statutory Receiver of Nevada Health Co-Op and Disgorge
8 Attorney’s Fees Paid by Nevada Health Co-Op to Greenberg Traurig, LLP.” I make this declaration
9 based on my personal knowledge and experience and, if called as a witness, I would testify to the
10 facts set forth below.

11 **A. Background**

12 2. I currently work out of Greenberg Traurig’s Las Vegas, Nevada office, where I have
13 practiced since 2009. My practice focuses on complex commercial civil litigation matters of all
14 sizes. I have served as lead counsel in many jury trials, bench, trials and arbitrations and have been
15 recognized by Martindale-Hubbell as AV Rated—its highest peer recognition for ethical standards
16 and legal ability.

17 3. I am a member of the State Bar of Nevada in good standing and have been authorized
18 to practice law in Nevada since 1981. I am also a member of the State Bar of California in good
19 standing and have been authorized to practice law in California since 1982.

20 **B. The Receiver’s Limited Scope Retention Of Greenberg Traurig**

21 4. In October 2016, Mark Bennett of Cantilo & Bennett L.L.P., the Special Deputy
22 Receiver (“SDR”) of NHC, contacted me to discuss the potential for Greenberg Traurig to represent
23 the Receiver in prosecuting certain claims on behalf of the Receiver.

24 5. Before Greenberg Traurig agreed to represent the Receiver, Mr. Bennett and I took
25 appropriate measures to make sure that Greenberg Traurig’s representation of the Receiver would not
26 create any conflicts of interest. I told Mr. Bennett that Greenberg Traurig represented Xerox State
27 Healthcare (“Xerox”) in matters relating to its work for the Silver State Health Insurance Exchange
28 (“Silver State”) in Nevada. Mr. Bennett indicated that, at that time, the Receiver had not decided to

1 assert any claims against Xerox. But, he said that the Receiver's evaluation of all its potential claims
2 was ongoing, and so we agreed that Greenberg Traurig's representation of the Receiver would not
3 include evaluating or prosecuting any claims against Xerox.

4 6. As an additional precaution, we agreed that the Receiver would retain a separate
5 conflicts counsel, Santoro Whitmire Ltd. ("Santoro Whitmire"), to assist the SDR with the
6 prosecution of claims against any parties as to whom Greenberg Traurig had a conflict, including
7 Xerox, if necessary. I understood that Santoro Whitmire had previously served as conflicts counsel
8 to Cantilo & Bennett in connection with a separate receivership.

9 7. I also told Mr. Bennett that Greenberg Traurig had represented Valley Health System
10 ("Valley") in connection with claims for medical reimbursement from NHC that were submitted by
11 medical provider members of the Valley Health System ("Valley claims"). Mr. Bennett and I both
12 understood and agreed that Greenberg Traurig's representation of the Receiver would not include
13 anything relating to the Valley claims and would not include any role in the allocation of assets to
14 creditors like Valley. Out of an abundance of caution, Greenberg Traurig sought and received
15 Valley's written consent to Greenberg Traurig's limited representation of the Receiver on matters that
16 were not adverse to Valley.

17 8. For purposes of evaluating any potential conflicts, Mr. Bennett sent me a list of parties
18 against whom that the Receiver was contemplating asserting claims. Neither Valley nor Xerox were
19 on the list. Greenberg Traurig ran the potentially-adverse parties through its electronic conflicts
20 checking system and determined that the parties against whom Mr. Bennett was contemplating
21 asserting action were not conflicts for Greenberg Traurig.

22 9. On December 12, 2016, the Receiver sought leave from the Court to engage and pay
23 Greenberg Traurig, Santoro Whitmire, and other consultants pursuant to Nevada Revised Statute
24 ("NRS") § 696B.290. The court granted the motion on January 17, 2017.

25 10. Greenberg Traurig was retained by the Receiver for the limited purpose of prosecuting
26 certain claims on behalf of the Receiver, including claims against CMS and claims against UHH,
27 NHS, and the other defendants in the matter *State of Nevada ex rel. Commissioner of Insurance v.*
28 *Milliman Inc. et al.*, No. A-17-76055-B (District Court of Clark County, Nevada). As we had

1 previously agreed, Greenberg Traurig's representation did not include (1) defending the Receiver
2 against the Valley claims or administering the Valley claims; (2) advising the Receiver as to allocation
3 of the receivership's assets to the creditors; or (3) evaluating or prosecuting claims against Xerox.
4 These responsibilities were outside the scope of Greenberg Traurig's engagement and were handled
5 by the Receiver, the SDR, and their experienced legal and business teams. Santoro Whitmire was
6 retained as conflicts counsel to assist the SDR with the prosecution of claims that might arise against
7 any parties as to whom Greenberg Traurig had a conflict, including Xerox.

8 **B. Greenberg Traurig's Prior Representation Of Xerox**

9 11. Greenberg Traurig previously represented Xerox and affiliates of Xerox in several
10 matters separate from the NHC receivership.

11 12. In July 2014, Greenberg Traurig was retained to represent Xerox in the case *Basich v.*
12 *State of Nevada ex rel. Silver State Health Insurance Exchange et al.*, No. A-14-698567-C (Eighth
13 Judicial District Court, Nevada), a class action brought by Nevada residents alleging that they had
14 paid health insurance premiums but did not receive health insurance coverage. The plaintiffs' claims
15 against Xerox were based on services Xerox provided under its contract with Silver State. NHC was
16 not a party to the case.

17 13. In August 2014, Greenberg Traurig was retained by Xerox to represent Xerox in the
18 case *Casale v. State of Nevada ex rel. Silver State Health Insurance Exchange et al.*, No. A-14-
19 706171-C (Eighth Judicial District Court, Nevada), a class action brought by Nevada insurance
20 brokers alleging, among other things, that they were denied commissions because of Xerox. The
21 plaintiffs' claims against Xerox in this case were also based on the services Xerox provided under its
22 contract with Silver State. Once again, NHC was not a party to the case.

23 14. The *Basich* and *Casale* matters were subsequently consolidated into a single case. On
24 May 25, 2017, Xerox settled the consolidated cases with no findings or admissions of liability.
25 Greenberg Traurig's engagement with Xerox for these matters ended after the settlement was final.

26 15. Greenberg Traurig was also retained to represent Xerox in connection with an
27 investigation initiated by the Nevada Department of Business and Industry, Division of Insurance.
28 The investigation focused primarily on Xerox's licensing under Nevada law. (*See* Movants' Ex. 10,

¶ 6.) The investigation did not involve NHC, and NHC had no interest in the investigation. On October 19, 2017, the Division of Insurance entered a consent order resolving its investigation with no admissions of Xerox's liability. (See Movants' Ex. 10.) Greenberg Traurig's engagement with Xerox for these matters ended after the consent order was entered. Greenberg Traurig has not represented Xerox itself in any matters since October 19, 2017.

16. Greenberg Traurig also previously represented affiliates of Xerox, but not Xerox itself, in other litigation with no relationship whatsoever to the NHC receivership or the Nevada healthcare insurance market.

17. Greenberg Traurig does not currently represent Xerox in any matters.

C. Greenberg Traurig's Prior Representation Of Valley

18. On July 16, 2016, the Receiver in this matter moved for entry of an Order stating that NHC was insolvent and placing NHC into liquidation.

19. Shortly thereafter, Greenberg Traurig was retained by Valley, a regional healthcare system, in connection with the Valley claims. On August 8, 2016, on behalf of Valley, Greenberg Traurig submitted a response to the Receiver's motion for a finding of insolvency, noting that Valley held a potential claim against the receivership estate in excess of \$5 million.

20. Greenberg Traurig has not performed any work on behalf of Valley in this matter since December 13, 2016, *prior to* this Court's approval of Greenberg Traurig's retention as counsel to the Receiver in January 2017.

21. I understand that, through the claims administration process, Valley's claims against NHC were approved, though Greenberg Traurig had no role in the claims administration process.

22. Valley was not and is not the subject of any potential claims of NHC or the Receiver.

D. Greenberg Traurig's Representation Of The Receiver

23. For the past three-and-a-half years, Greenberg Traurig has prosecuted claims on behalf of the Receiver in the following matters: (1) *Barbara D. Richardson v. United States*, Case No. 18-1731-C (U.S. Ct. Fed. Cl.); (2) *State of Nevada ex rel. Commissioner of Insurance v. Milliman Inc. et al.*, No. A-17-76055-B (District Court of Clark County, Nevada); (3) *State of Nevada ex rel. Commissioner of Insurance v. Silver State Health Exchange*, No. A-20-816161 (District Court

1 of Clark County, Nevada); and (4) *State of Nevada ex rel. Commissioner of Insurance v. WellHealth*
2 *Medical Associates et al.*, No. A-20-818118-C (District Court of Clark County, Nevada). Greenberg
3 Traurig does not and has not previously represented any of the defendants in any of these cases,
4 including UHH and NHS. Nor has Greenberg Traurig received confidential, privileged information
5 from any of these defendants, including UHH and NHS (aside from any documents UHH and NHS
6 produced in discovery, which are not privileged).

7 24. Consistent with the limited scope of its engagement, Greenberg Traurig has had no
8 role in defending or administering the Valley claims or advising the Receiver or SDR as to the
9 allocation of assets among creditors like Valley. This work is completely outside of the scope of
10 our work for the Receiver.

11 25. Similarly, Greenberg Traurig has had no role whatsoever in evaluating or
12 prosecuting any claim against Xerox. The Receiver and SDR have not asked us to weigh in on
13 these matters, and we have not done offered any advice on these matters.

14 26. Neither Xerox nor Valley has claimed that Greenberg Traurig's representation of the
15 Receiver in this matter has created a conflict of interest.

16 **E. Greenberg Traurig's Prosecution Of The *Milliman* Case**

17 27. We filed the *Milliman* suit, which named NHS as a defendant, on behalf of the
18 Receiver on August 25, 2017. For years, neither NHS nor its counsel raised any allegation of a
19 perceived conflict of interest of Greenberg Traurig, even though our representation of Valley was
20 on the public docket in the receivership matter and our representation of Xerox was a matter of
21 public knowledge. When we amended our complaint to add UHH as a defendant on September 24,
22 2018, they likewise did not object to our representation or raise any allegation of a conflict of
23 interest.

24 28. Through years of litigation with UHH and NHS, even as the case was set for trial
25 twice, they did not seek to implead Xerox as a third-party defendant in the matter.

26 29. Greenberg Traurig has invested significant resources in litigating the *Milliman* case.
27 We have been the principal attorneys on the case, drafting pleadings, responding to dispositive
28 motions, serving and responding to discovery, preparing and responding to discovery motions,

1 retaining and working with expert witnesses, and preparing for trial. We have accumulated
2 extensive knowledge surrounding the factual basis of the Receiver's claims and the legal issues that
3 will be significant at the upcoming trial, at which we will serve as lead counsel.

4 30. On July 31, 2019, we served our expert reports on the defendants and began to prepare
5 for trial. But shortly thereafter, UHH and NHS set out on a campaign to delay the litigation of the
6 Receiver's claims against them. First, they filed a motion that sought an extension of *one full year* to
7 serve their expert reports. Next, they filed a motion to stay the case during the pendency of a Supreme
8 Court case with no influence on the Receiver's claims.

9 31. On June 16, 2020, with trial approaching, UHH's counsel sent us a letter seeking
10 materials about the Receiver's decision-making process as to Xerox that are clearly protected by the
11 work-product doctrine. Then, UHH served on the Receiver written interrogatories and discovery
12 requests that were aimed not at the Receiver's claims against UHH, but at why the Receiver had not
13 sued Xerox.

14 **F. Greenberg Traurig's Prosecution Of Other Cases On Behalf Of The Receiver**

15 32. Similarly, Greenberg Traurig has served as lead counsel for the Receiver in the matters
16 *Barbara D. Richardson v. United States*, Case No. 18-1731-C (U.S. Ct. Fed. Cl.); *State of Nevada ex*
17 *rel. Commissioner of Insurance v. Silver State Health Exchange*, No. A-20-816161 (District Court of
18 Clark County, Nevada); and *State of Nevada ex rel. Commissioner of Insurance v. WellHealth*
19 *Medical Associates et al.*, No. A-20-818118-C (District Court of Clark County, Nevada). Like it has
20 done in the *Milliman* case, Greenberg Traurig has invested a significant amount of resources in
21 litigating these matters and has a significant base of institutional knowledge of the factual and legal
22 issues in these cases.

23 **G. My Professional Obligations To My Clients And This Court**

24 33. As a licensed attorney of nearly forty years, a member in good standing of the Nevada
25 Bar, and a Shareholder of Greenberg Traurig, I take my professional obligations with the utmost
26 seriousness. This includes my professional obligations to my current clients, my former clients, and
27 my duty of candor and honesty with this Court.
28

34. UHH and NHS's unsupported allegation that Greenberg Traurig or I have violated our ethical obligations in this case is completely spurious. I have built my reputation and career on practicing law as an attorney of the highest ethical caliber. I have never faced disciplinary action by the bar of any state and have never been accused by a client or a court of violating my professional obligations. As I have done for decades, I will continue to scrupulously comply with my ethical obligations throughout the duration of this proceeding.

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

Executed this 16th day of November 2020



Mark E. Ferrario

Exhibit 3

DISTRICT COURT
CLARK COUNTY, NEVADA

STATE OF NEVADA, EX. REL.
COMMISSIONER OF INSURANCE,
BARABARA D. RICHARDSON, IN HER
OFFICIAL CAPACITY AS STATUTORY
RECEIVER FOR DELINQUENT DOMESTIC
INSURER,

Plaintiff,

v.

NEVADA HEALTH CO-OP,

Defendant.

Case No. A-15-725244-C

Dept. No. I

DECLARATION OF JAMES E. WHITMIRE

I, James E. Whitmire, declare as follows:

1. I am a shareholder in the law firm Santoro Whitmire Ltd. ("Santoro Whitmire").

2. Our firm was retained for limited purposes by Barbara Richardson, Commissioner of Insurance of the State of Nevada, in her capacity as Receiver of Nevada Health Co-Operative ("NHC").

3. I provide this declaration in connection with a Motion to Disqualify in connection with the above-referenced matter and Greenberg Traurig's Opposition thereto.

4. I make this declaration based on my personal knowledge and experience and, if called as a witness, I would testify to the facts set forth below.

5. I am a member of the State Bar of Nevada in good standing and have been authorized to practice law in Nevada since 1998. Prior to moving to Nevada, I practiced law in Illinois as of 1993.

1 6. I am one of the founding members of the law firm Santoro Whitmire, which was
2 formed in 2012 and which is located in Las Vegas, Nevada.

3 7. My practice includes litigating complex commercial litigation matters of all types,
4 and I have experience bringing claims on behalf of a receivership.

5 8. Shortly before the Motion to Appoint Counsel was filed in this case, Mark Bennett
6 of Cantilo & Bennett L.L.P., the Special Deputy Receiver of NHC, reached out regarding the
7 potential for Santoro Whitmire to serve as conflicts counsel to the Receiver in the above-referenced
8 matter.

9 9. I had previously served and was serving in a similar capacity in the Nevada
10 Contractors Insurance Company, Inc. ("NCIC") and Builders Insurance Company, Inc. ("BIC")
11 receiverships.

12 10. At the time, I was heavily involved in the NCIC and BIC receivership matters.

13 11. Mr. Bennett indicated that the Receiver intended to seek leave to retain Greenberg
14 Traurig, LLP as lead counsel to prosecute certain claims on the Receiver's behalf. At the time,
15 and consistent with the prior Receivership case, the Receiver also wanted to retain conflicts
16 counsel to handle litigation or discovery against any party as to whom Greenberg Traurig had a
17 conflict.

18 12. On or about December 19, 2016, the Receiver filed a motion seeking leave from
19 the Court to engage and pay Greenberg Traurig, Santoro Whitmire, and other consultants.

20 13. The court granted the motion on January 17, 2017.

21 14. Pursuant to this Order, my understanding was that the Court approved Santoro
22 Whitmire as stand-by conflicts counsel to assist the Receiver and Special Deputy Receiver, as

23 ///

24 ///

25 ///

26 ///

27 ///

1 necessary, with the prosecution of claims against any parties as to whom Greenberg Traurig had a
2 conflict.

3 I declare under penalty of perjury that the foregoing is true and correct.

4 DATED this 13th day of November, 2020.

5 /s/ James E. Whitmire
6 James E. Whitmire, Esq.

Exhibit 4

CIVIL COVER SHEET A-14-698567-C

Clark County, Nevada

IV

Case No. _____
(Assigned by Clerk's Office)**I. Party Information**Plaintiff(s) (name/address/phone): Lawrence Basich, . Lea SwartleyDefendant(s) (name/address/phone): State of Nevada Ex Rel Silver State Health Insurance Exchange Xerox State Health Care, LLCAttorney (name/address/phone): Matthew Q. Callister, Esq. 823 Las Vegas Blvd South, Las Vegas NV 89101 702- 385-3343

Attorney (name/address/phone): _____

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)☐ **Arbitration Requested****Civil Cases**

Real Property	Torts	
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence <input type="checkbox"/> Negligence – Auto <input type="checkbox"/> Negligence – Medical/Dental <input type="checkbox"/> Negligence – Premises Liability (Slip/Fall) <input checked="" type="checkbox"/> Negligence – Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition

Probate**Other Civil Filing Types**

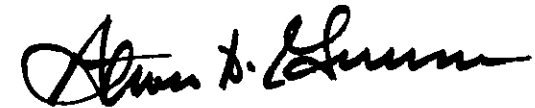
Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment – Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters
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III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

- | | | |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88 | <input type="checkbox"/> Investments (NRS 104 Art. 8) | <input type="checkbox"/> Enhanced Case Mgmt/Business |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90) | <input type="checkbox"/> Trademarks (NRS 600A) | |

4/11/14
Date

Signature of initiating party or representative



CLERK OF THE COURT

COMP
MATTHEW Q. CALLISTER, ESQ.
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MITCHELL S. BISSON, ESQ.
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Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

LAWRENCE BASICH, individually and on
behalf of all those similarly situated; **LEA**
SWARTLEY, 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; **DOE INDIVIDUALS I-X;**
ROE CORPORATIONS I-X;

Defendants.

Case No.: A-14-698567-C

Dept. No.: IV

CLASS ACTION COMPLAINT

Causes of Action:

1. Negligence/Gross Negligence
2. Negligent Misrepresentation
3. Violations of NRS 686A
4. Negligence Per Se
5. Conversion

DEMAND FOR JURY TRIAL

EXEMPTION FROM ARBITRATION
REQUESTED

Claims involve an amount in issue in excess of
\$50,000

COMES NOW, Plaintiff class representatives **LAWRENCE BASICH** and **LEA**
SWARTLEY, individually and on behalf of all those similarly situated, by and through their
attorneys **Matthew Q. Callister, Esq.** and **Mitchell S. Bisson, Esq.** of the law firm of **Callister,**
Immerman & Associates, and hereby files this Class Action Complaint against the above named
Defendants as follows:

/.../

/.../

INTRODUCTION

1. The Silver State Health Insurance Exchange (the “Exchange”) was established by the State of Nevada to (1) facilitate the purchase and sale of qualified health plans in the individual market in Nevada, (2) assist qualified small employers in Nevada in facilitating the enrollment and purchase of coverage and the application for subsidies for small business enrollees, (3) reduce the number of uninsured persons in Nevada, (4) provide a transparent marketplace for health insurance and consumer education on matters relating to health insurance, and (5) assist residents of Nevada with access to programs, premium assistance tax credits and cost-sharing reductions.
2. To accomplish its purpose, the Exchange contracted with Xerox State Healthcare, LLC (“Xerox”) on August 24, 2012 for Xerox to develop, administer, and oversee the program through which Nevadans apply for health insurance, select insurance providers, and pay monthly insurance premiums (hereinafter referred to as “Nevada Health Link”).
3. The Exchange awarded Xerox a contract worth \$72 million to provide the technology and services to design and build Nevada Health Link. Under the agreement, the Exchange will use Xerox's cloud-based technology and web portal to support Nevada Health Link, where individuals and small business employers will compare and buy health insurance plans that meet their needs.
4. Xerox’s technology and services (i.e. Nevada Health Link) was said to support premium billing, processing, collection, aggregation and remittance, data analytics and actuarial support, health plan quality review and compliance reporting, and incorporation of tax credits and subsidies in cost calculations.
5. As alleged herein, the Exchange and Xerox have utterly failed to create a system that works as advertised, and as a result, thousands of Nevadans remain uninsured despite payment of insurance premiums.

/.../...

/.../...

PARTIES AND JURISDICTION

- 1
2 6. That at all times hereinafter mentioned, Plaintiff Class Representative LAWRENCE
3 BASICH ("Basich") is and was at all relevant times a resident of Clark County, Nevada.
- 4 7. That at all times hereinafter mentioned, Plaintiff LEA SWARTLEY ("Swartley") is and
5 was at all relevant times a resident of Clark County, Nevada.
- 6 8. That at all times hereinafter mentioned, Defendant SILVER STATE HEALTH
7 INSURANCE EXCHANGE ("Exchange") is/was an agency of the State of Nevada
8 established to, among other things, facilitate the purchase and sale of qualified health
9 plans in the individual market in Nevada.
- 10 9. That at all times hereinafter mentioned, Defendant XEROX STATE HEALTHCARE,
11 LLC ("Xerox") is/was a foreign limited liability company doing business in Clark
12 County, Nevada and headquartered in Fairfax, Virginia.
- 13 10. The true names of the capacities, whether individual, agency, corporate, associate or
14 otherwise, of Defendant DOE INDIVIDUALS I through X, inclusive, are unknown to
15 Plaintiffs. Plaintiffs will ask leave of the Court to amend this Complaint to show the true
16 names and capacities of these Defendants, when they become known to Plaintiffs,
17 Plaintiffs believe each Defendant named as DOE was responsible for contributing to
18 Plaintiffs' damages as set forth herein.
- 19 11. The true names of the capacities, whether individual, agency, corporate, associate or
20 otherwise, of Defendant ROE CORPORATIONS I through X, inclusive, are unknown to
21 Plaintiffs. Plaintiffs will ask to leave of the Court to amend this Complaint to show the
22 true names and capacities of these Defendants, when they become known to Plaintiffs,
23 Plaintiffs believe each Defendant named as ROE CORPORATION was responsible for
24 contributing to Plaintiffs' damages as set forth herein.
- 25 12. Exercise of the jurisdiction by this Court over each and every Defendant in this action is
26 appropriate.
- 27 13. Venue is proper in Clark County, Nevada.
- 28

CLASS ACTION ALLEGATIONS

14. The Class, as defined in the Class Action claim, consists of all residents of Nevada who applied for health insurance through Nevada Health Link, paid health insurance premiums through Nevada Health Link, and did not receive health insurance coverage for the time period for which the premiums were to apply.
15. The Plaintiffs' Class seeks a judgment that Defendants are responsible for the various negligent and wrongful acts as alleged herein.
16. The members of the Class are so numerous as to render joinder impracticable. On information and belief, there are currently over 10,000 residents of Nevada who have paid for health insurance through Nevada Health Link, yet either do not have health insurance coverage to date, or received a coverage effective date different than that for which they paid. These class members have all suffered harm as a result of Defendants' conduct.
17. The questions of law and fact common to the class include that each class member has suffered a similar loss, actionable in tort, stemming from the same conduct of the Defendants.
18. The named Plaintiff Class Representatives, Lawrence Basich and Lea Swartley, are adequate representatives of the class. The violations alleged by the Plaintiffs stem from the same course of conduct by Defendants; namely, their failure to properly create, administer, and oversee Nevada Health Link. The legal theory under which the Plaintiff Class Representatives seek relief is the same or similar to that on which the class will rely. In addition, the harm suffered by the Plaintiff Class Representatives is typical of the harm suffered by the proposed class members.
19. The named Plaintiff Class Representatives, Lawrence Basich and Lea Swartley, have the requisite personal interest in the outcome of this action and will fairly and adequately protect the interests of the putative class. The Plaintiff Class Representatives are represented by the law firm of Callister, Immerman & Associates. This law firm has the

resources, expertise and experience to prosecute this action. The members of Callister, Immerman & Associates do not have knowledge of any conflicts among the members of the Class or between members of the firm and members of this proposed Class.

20. The class action is superior to other available methods for the fair and efficient adjudication of this controversy because: (a) the prosecution of a multitude of separate actions would be inefficient and wasteful of judicial resources; (b) the members of the class may be scattered throughout Nevada and are not likely to be able to vindicate and enforce their rights unless this actions is maintained as a class action; (c) the issues raised can be more fairly and efficiently resolved in the context of a single action rather than piece-meal litigation in the context of separate actions; (d) the resolution of litigation in a single forum will avoid the danger and resultant confusion of possible inconsistent determinations; (e) the prosecution of separate actions would create the risk of inconsistent or varying adjudications with respect to individuals pursuing claims against defendants which would establish incompatible standards of conducts for defendants; (f) defendants have acted and will act on grounds applicable to all class members, making final declaratory and injunctive relief on behalf of all members necessary and appropriate; and (g) questions of law and/or fact common to members of the class, especially on issues of liability, predominate over any question, such as that of individuals damages that will effect individual class members.

FACTS

21. On or about October 1, 2013, Basich started his application for health insurance through Nevada Health Link.
22. As a result of numerous errors and problems with the Nevada Health Link website and application, Basich was unable to complete filling out his application until October 11, 2013, at which point Nevada Health Link requested certain documentation from Basich to prove his eligibility. Basich emailed the requested documentation immediately.

- 1 23. As a result of the continuing problems Nevada Health Link was having, Basich did not
2 receive confirmation that the requested documentation was received until November 7,
3 2013.
- 4 24. On or about November 18, 2013, Basich, through the Nevada Health Link website,
5 selected Health Plan of Nevada as his health insurance provider and elected to enroll in
6 the MyHPN Silver 1 plan with an effective date of January 1, 2014.
- 7 25. On or about November 21, 2013, Basich, through the Nevada Health Link website, paid
8 the January 2014 health insurance premium for the MyHPN Silver 1 plan, which totaled
9 \$160.77.
- 10 26. On or about December 31, 2013, Basich suffered a heart attack and was admitted to
11 Summerlin Hospital.
- 12 27. On or about January 3, 2014, Basich underwent triple bypass surgery. Basich remained in
13 the hospital until January 7, 2014.
- 14 28. Basich continued to have pain in his chest and was readmitted to Summerlin Hospital
15 from January 10, 2014 to January 15, 2014, during which time Basich was treated for the
16 pain.
- 17 29. Basich was once again readmitted to Summerlin Hospital on January 18, 2014 after being
18 diagnosed with pleural effusion; Basich was treated and recovered in the hospital until
19 January 24, 2014, at which point he was release from care.
- 20 30. Subsequently, Basich had numerous doctor appointments, follow-ups, lab work, etc.
- 21 31. Despite selecting Health Plan of Nevada as his insurance carrier, and despite timely
22 payment of his health insurance premiums through Nevada Health Link, Basich was
23 denied health insurance coverage from January 1, 2014 through February 28, 2014.
- 24 32. Upon information and belief, the Exchange and Xerox failed to submit Basich's
25 application and monthly premium to Basich's selected insurance provider - Health Plan
26 of Nevada.
- 27 33. As a result of the Exchange's and Xerox's conduct, Basich has been billed over
28

1 \$400,000.00 for medical services which would have been paid by Basich's insurance
2 provider had the Exchange and Xerox properly processed his application.

3 34. All Plaintiffs, including Plaintiff Swartley and those similarly situated, applied for health
4 insurance and paid insurance premiums through the Exchange's and Xerox's Nevada
5 Health Link; Despite doing so, Plaintiffs did not receive health insurance coverage for
6 the dates for which their premiums were to be applied.

7 35. Upon information and belief, the Exchange and Xerox failed to properly process
8 Plaintiffs' applications and premiums to ensure Plaintiffs were being provided with
9 health insurance coverage.

10 36. As a result, Plaintiffs, and those similarly situated, have each been damaged in an amount
11 in excess of \$10,000.00.

12 37. Additionally, Plaintiffs have suffered enormous emotional, mental, and physical distress
13 as a result of the Exchange's and Xerox's conduct.

14
15 **FIRST CAUSE OF ACTION**
(Negligence/Gross Negligence)

16 38. Plaintiffs hereby incorporate and re-allege every allegation contained in this Complaint
17 and further allege as follows:

18 39. Defendants, and each of them, had a duty to ensure that those who apply for, qualify for,
19 and pay premiums for a selected insurance policy, get health insurance coverage for the
20 time period for which they paid.

21 40. Additionally, Defendants, and each of them, had a duty to ensure that Plaintiffs' health
22 insurance applications and premiums are timely submitted to the selected insurance
23 provider.

24 41. It is also the duty of the Exchange and Xerox to use reasonable care in selecting, training,
25 overseeing, and reviewing the competency of their employees to ensure that they can
26 properly design, create, administer, and run Nevada Health Link.

27 42. Defendants, and each of them, breached these duties owed to Plaintiffs and those
28

- 1 similarly situated by negligently and carelessly failing to ensure Plaintiffs' health
2 insurance applications and premiums were being timely submitted to the correct entities.
- 3 43. Defendants, and each of them, further breached these duties owed to Plaintiffs and those
4 similarly situated by negligently and carelessly failing to process Plaintiffs' health
5 insurance applications and premiums with reasonable care.
- 6 44. Defendants, and each of them, further breached their duty of care to Plaintiffs and those
7 similarly situated by failing to properly administer, oversee, audit, supervise, investigate,
8 and evaluate the Nevada Health Link program and process.
- 9 45. As a proximate and legal result of the said negligence of the Defendants, and each of
10 them, Plaintiffs have been damaged in an amount in excess of \$10,000.00.
- 11 46. As a further proximate and legal result of the negligence of Defendants, and each of
12 them, Plaintiffs suffered severe and continuing shock, horror, and physical and emotional
13 distress and pain and suffering, and other general damages, in an amount in excess of
14 \$10,000.00.
- 15 47. Additionally, Defendants, and each of them, failed to exercise even the slightest degree
16 of care, which amounts to *gross negligence*.
- 17 48. The Plaintiffs have been required to retain the services of Callister, Immerman &
18 Associates to prosecute this action, and Plaintiffs are therefore entitled to recover their
19 reasonable attorney's fees and costs of court for having to bring this action.
20

21 **SECOND CAUSE OF ACTION**
22 **(Negligent Misrepresentation)**

- 23 49. Plaintiffs hereby incorporate and re-allege every allegation contained in this Complaint
24 and further alleges as follows:
- 25 50. Defendants provided Plaintiffs with statements and other material showing specific
26 effective dates of health insurance coverage. Specifically as it relates to Plaintiff Basich,
27 Defendants provided Basich with billing statements and other material showing that his
28 health insurance coverage effective date was to be January 1, 2014.

- 1 51. Plaintiffs justifiably relied on Defendants representations by timely making monthly
2 premium payments and by foregoing alternative health insurance options.
- 3 52. Defendants, and each of them, knew or should have known that the coverage effective
4 dates provided by Defendants were incorrect. Defendants, and each of them, knew or
5 should have known that Basich's application and/or premium payment was submitted by
6 Defendants to the incorrect insurance provider.
- 7 53. Defendants, and each of them, did not exercise reasonable care when making the above-
8 referenced misrepresentations to Plaintiffs.
- 9 54. As a proximate and legal result of Defendants' conduct, Plaintiffs have suffered damages
10 in an amount in excess of \$10,000.00.
- 11 55. The Plaintiffs have been required to retain the services of Callister, Immerman &
12 Associates to prosecute this action, and Plaintiffs are therefore entitled to recover their
13 reasonable attorney's fees and costs of court for having to bring this action.

14
15 **THIRD CAUSE OF ACTION**
(Violations of NRS 686A)

- 16 56. Plaintiffs hereby incorporate and re-allege every allegation contained in this Complaint
17 and further alleges as follows:
- 18 57. The Exchange and Xerox are in the business of insurance and are thus subject to the
19 provisions of Chapter 686A of the Nevada Revised Statutes.
- 20 58. NRS 686A.030(1) prohibits a person from making any statement which misrepresents the
21 benefits, advantages, conditions or terms of any insurance policy.
- 22 59. NRS 686A.310(1)(a) states that it is an unfair practice to misrepresent pertinent facts or
23 insurance policy provisions relating to any coverage at issue.
- 24 60. Defendants, and each of them, have misrepresented the terms and facts of the subject
25 insurance policies. Specifically, Defendants misrepresented to Basich that his insurance
26 coverage would be effective January 1, 2014. Likewise, Defendants misrepresented the
27 effective date of coverage for all Plaintiffs.
- 28

1 61. Furthermore, NRS 686A.230 states that a person shall not willfully collect any sum as a
2 premium or charge for insurance which is not then provided.

3 62. Defendants, and each of them, have wilfully collected insurance premiums from
4 Plaintiffs, yet have not provided insurance coverage for the time periods for which the
5 premiums were to be applied.

6 63. As a result of Defendants' actions, Plaintiffs have been damaged in an amount in excess
7 of \$10,000.00

8 64. The Plaintiffs have been required to retain the services of Callister, Immerman &
9 Associates to prosecute this action, and Plaintiffs are therefore entitled to recover their
10 reasonable attorney's fees and costs of court for having to bring this action.

11
12 **FOURTH CAUSE OF ACTION**
(Negligence Per Se)

13 65. Plaintiffs hereby incorporate and re-allege every allegation contained in this Complaint
14 and further alleges as follows:

15 66. The Exchange and Xerox are in the business of insurance and are thus subject to the
16 provisions of Chapter 686A of the Nevada Revised Statutes.

17 67. Defendants, and each of them, have a duty not to make any statement which
18 misrepresents the benefits, advantages, conditions or terms of any insurance policy. NRS
19 686A.030(1).

20 68. Defendants, and each of them, have a duty not to misrepresent pertinent facts or
21 insurance policy provisions relating to any coverage at issue. NRS 686A.310(1)(a).

22 69. Furthermore, Defendants, and each of them, have a duty not to collect any sum as a
23 premium or charge for insurance which is not then provided. NRS 686A.230(1).

24 70. Defendants, and each of them, have breached these duties by misrepresenting the terms
25 and facts of the subject insurance policies. Specifically, Defendants misrepresented to
26 Basich that his insurance coverage would be effective January 1, 2014. Likewise,
27 Defendants misrepresented the effective date of coverage for all Plaintiffs.
28

1 71. Defendants, and each of them, have further breached these duties by collecting insurance
2 premiums from Plaintiffs while not providing insurance coverage for the time periods for
3 which the premiums were to be applied.

4 72. As a proximate and legal result of Defendants' conduct, Plaintiffs have suffered damages
5 in an amount in excess of \$10,000.00.

6 73. The Plaintiffs have been required to retain the services of Callister, Immerman &
7 Associates to prosecute this action, and Plaintiffs are therefore entitled to recover their
8 reasonable attorney's fees and costs of court for having to bring this action.

9
10 **FIFTH CAUSE OF ACTION**
(Conversion)

11 74. Plaintiffs hereby incorporate and re-allege every allegation contained in this Complaint
12 and further alleges as follows:

13 75. Defendants, and each of them, committed multiple acts of ongoing dominion of
14 Plaintiffs' property in the form of their health insurance premiums paid.

15 76. Defendants accepted health insurance premiums from Plaintiffs which were to be paid to
16 the specific insurance provider selected by each Plaintiff; further, Plaintiffs' insurance
17 premium payments were to be applied to a specific time period for which coverage was
18 sought.

19 77. Upon information and belief, Defendants submitted Plaintiffs' insurance premiums to the
20 incorrect insurance providers and/or for the incorrect time periods.

21 78. Defendants' act of dominion over the funds is in defiance of Plaintiffs' right to said
22 funds.

23 79. As a direct and proximate result of the conversion by Defendants, the Plaintiffs have
24 suffered damages in an amount in excess of \$10,000.00.

25 80. Defendants committed all acts herein alleged, maliciously, fraudulently, and
26 oppressively, with the reckless disregard of Plaintiffs' rights.

27 81. Conduct by the Defendants amounted to malice and was carried out in a despicable,
28

1 deliberate, cold, callous and intentional manner thereby entitling Plaintiffs to recover
2 punitive damages from Defendants in an amount according to proof.

3 82. The Plaintiffs have been required to retain the services of Callister, Immerman &
4 Associates to prosecute this action, and Plaintiffs are therefore entitled to recover their
5 reasonable attorney's fees and costs of court for having to bring this action.

6
7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiffs pray for relief and damages as follows:

- 9 1. That Plaintiffs be awarded actual damages in excess of \$10,000.00;
10 2. That Plaintiffs be awarded punitive damages in excess of \$10,000.00;
11 3. That Plaintiffs be awarded reasonable attorney's fees;
12 4. That Plaintiffs be awarded their costs of Court;
13 5. That Plaintiffs be awarded any other relief as the Court may deem proper.


14
15 **DEMAND FOR JURY TRIAL**

16 Plaintiffs hereby demand a trial by jury on all issues so triable.

17
18 DATED: This 1st day of April, 2014.

19
20
21 Respectfully submitted,

22 **CALLISTER, IMMERMANN & ASSOCIATES**

23
24 By: 
25 **MATTHEW Q. CALLISTER, ESQ.**
26 Nevada Bar No. 001396
27 **MITCHELL S. BISSON, ESQ.**
28 Nevada Bar No. 011920
823 Las Vegas Blvd. South, 5th Floor
Las Vegas, NV 89101
Attorneys for Plaintiffs

1 **IAFD**

2 **MATTHEW Q. CALLISTER, ESQ.**

3 Nevada Bar No. 001396

4 mqc@call-law.com

5 **MITCHELL S. BISSON, ESQ.**

6 Nevada Bar No. 011920

7 mbisson@call-law.com

8 **CALLISTER, IMMERMANN & ASSOCIATES**

9 823 Las Vegas Blvd. South

10 Las Vegas, Nevada 89101

11 Tel: (702) 385-3343 / Fax: (702) 385-2899

12 *Attorneys for Plaintiffs*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 LAWRENCE BASICH, individually and on
16 behalf of all those similarly situated; LEA
17 SWARTLEY, individually and on behalf of all
18 those similarly situated;

19 Plaintiffs,

20 v.

21 STATE OF NEVADA EX REL., SILVER
22 STATE HEALTH INSURANCE
23 EXCHANGE; XEROX STATE
24 HEALTHCARE, LLC, a foreign limited
25 liability company; DOE INDIVIDUALS I-X;
26 ROE CORPORATIONS I-X;

27 Defendants.

Case No.: A-14-698567-C

Dept. No.: IV

**INITIAL APPEARANCE FEE
DISCLOSURE (NRS CHAPTER 19)**

28 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for
parties appearing in the above entitled matter as indicated below:

LAWRENCE BASICH

\$ 270.00

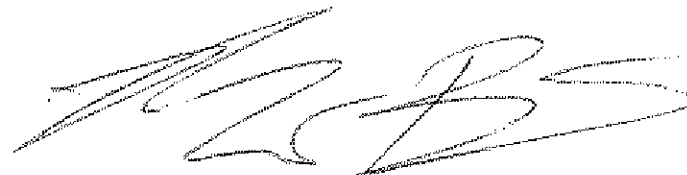
///

1 LEA SWARTLEY \$ 30.00

2 **TOTAL REMITTED:** \$ 300.00

3
4 DATED: This 1st day of April, 2014.

6 **CALLISTER, IMMERMANN & ASSOCIATES**

7
8 

9 **MATTHEW Q. CALLISTER, ESQ.**

10 Nevada Bar No. 001396

11 **MITCHELL S. BISSON, ESQ.**

12 Nevada Bar No. 011920

13 823 Las Vegas Blvd. South, 5th Floor

14 Las Vegas, NV 89101

15 *Attorneys for Plaintiffs*

Exhibit 5



CLERK OF THE COURT

1 **COMJD**
2 **ROBERT T. EGLET, ESQ.**
3 Nevada Bar No. 3402
4 **ARTEMUS W. HAM, ESQ.**
5 Nevada Bar No. 7001
6 **EGLET LAW GROUP**
7 400 South Seventh Street, Box 1, Suite 400
8 Las Vegas, Nevada 89101
9 Ph. : (702) 450-5400/ Fax: (702) 450-5451
10 E-Mail: eservice@egletwall.com

11 **MATTHEW Q. CALLISTER, ESQ.**
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19 Las Vegas, Nevada 89101
20 Tel: (702) 385-3343 / Fax: (702) 385-2899
21 *Attorneys for Plaintiffs*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 **PATRICK CASALE**, individually and on behalf
16 of all those similarly situated; **MARY**
17 **ELSBERRY**, individually and on behalf of all
18 those similarly situated; **DWIGHT MAZZONE**,
19 individually and on behalf of all those similarly
20 situated; **JEREMY SHUGARMAN**, individually
21 and on behalf of all those similarly situated;
22 **GRACE BUTLER**, individually and on behalf of
23 all those similarly situated; and **ANDREW**
24 **PERWEIN**, individually and on behalf of all
25 those similarly situated;

21 Plaintiffs,

22 v.

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

Defendants.

Case No.: A- 14 - 706171 - C

Dept. No.: XVI

CLASS ACTION COMPLAINT
AND JURY DEMAND

EXEMPTION FROM
ARBITRATION REQUESTED

Claims involve an amount in issue in excess of
\$50,000

EGLET LAW GROUP

Attorneys

COMES NOW, Plaintiff Class Representatives PATRICK CASALE, MARY ELSBERRY, DWIGHT MAZZONE, JEREMY SHUGARMAN, GRACE BUTLER, and ANDREW PERWEIN, individually and on behalf of all those similarly situated, through their attorneys Robert T. Eglet, Esq., Robert T. Adams, Esq. and Artemus W. Ham, Esq. of the Eglet Law Group, and Matthew Q. Callister and Mitchell S. Bisson, Esq. of the law firm of Callister, Immerman & Associates, and hereby files this Class Action Complaint and Jury Demand against the above named Defendants as follows:

INTRODUCTION

1. The Silver State Health Insurance Exchange (the "Exchange") was established by the State of Nevada to (1) facilitate the purchase and sale of qualified health plans in the individual market in Nevada, (2) assist qualified small employers in Nevada in facilitating the enrollment and purchase of coverage and the application for subsidies for small business enrollees, (3) reduce the number of uninsured persons in Nevada, (4) provide a transparent marketplace for health insurance and consumer education on matters relating to health insurance, and (5) assist residents of Nevada with access to programs, premium assistance tax credits and cost-sharing reductions.

2. To accomplish its purpose, the Exchange contracted with Xerox State Healthcare, LLC ("Xerox") on August 24, 2012 for Xerox to develop, administer, and oversee the program through which Nevadans apply for health insurance, select insurance providers, receive and process insurance applications and payments, and forward to insurance providers applications and payments (hereinafter referred to as "Nevada Health Link").

3. The Exchange awarded Xerox a contract worth \$72 million to provide the technology and services to design, build, maintain, administer and oversee Nevada Health Link. Under the agreement, the Exchange will use Xerox's cloud based technology and web portal to support Nevada Health Link, where individuals and small business employers will compare and buy health insurance plans that meet their needs.

4. Xerox's technology and services (i.e. Nevada Health Link) was said to support premium billing, processing, collection, aggregation and remittance, data analytics and actuarial

support, health plan quality review and compliance reporting, and incorporation of tax credits and subsidies in cost calculations.

5. To further facilitate consumer enrollment in Nevada Health Link, licensed Nevada insurance brokers and agents were permitted to sell insurance through Nevada Health Link by obtaining an "appointment" from Nevada Health Link by completing certain forms and by completing a training course with Nevada Health Link.

6. Consumers who wanted assistance obtaining insurance coverage through Nevada Health Link had the option of using their own appointed broker or agent, or could request an appointed broker or agent from a list posted on the Nevada Health Link website.

7. Appointed agents or brokers who assisted consumers with completing enrollment with an insurance carrier through Nevada Health Link were entitled to a commission based upon the selected insurance carrier's contract with the respective agents or brokers, with a typical commission being equal 12% of the total premium paid.

8. For every consumer who enrolled in a qualified insurance plan using Nevada Health Link with the assistance of a broker or agent, the Exchange was required to transmit the National Producer Number ("NPN") of the individual agent or broker to the selected insurance carrier along with the premium payment to facilitate payment of the commission.

9. As alleged herein, despite the efforts of appointed brokers and agents to assist consumers with enrollment, the Exchange and Xerox repeatedly failed to timely forward NPNs and other identifying information of thousands of Nevada brokers and agents to the selected insurance carriers, and in many cases failed to forward the NPN information to the insurance carriers *at all*, thereby denying brokers and agents commissions to which they were entitled.

PARTIES AND JURISDICTION

10. That at all times hereinafter mentioned, Plaintiff PATRICK CASALE ("Casale") is and was at all relevant times a licensed insurance broker residing in Clark County, Nevada.

11. That at all times hereinafter mentioned, Plaintiff MARY ELSBERRY ("Elsberry") is and was at all relevant times a licensed insurance broker residing in Clark County, Nevada.

1 12. That at all times hereinafter mentioned, Plaintiff DWIGHT MIZZONI
2 ("Mizzoni") is and was at all relevant times a licensed insurance broker residing in Clark
3 County, Nevada.

4 13. That at all times hereinafter mentioned, Plaintiff JEREMY SHUGARMAN
5 ("Shugarman") is and was at all relevant times a licensed insurance broker residing in Clark
6 County, Nevada.

7 14. That at all times hereinafter mentioned, Plaintiff GRACE BUTLER ("Butler") is
8 and was at all relevant times a licensed insurance broker residing in Washoe County, Nevada.

9 15. ANDREW PERWEIN ("Perwein") is and was at all relevant times a licensed
10 insurance broker residing in Washoe County, Nevada.

11 16. That at all times hereinafter mentioned, Defendant SILVER STATE HEALTH
12 INSURANCE EXCHANGE ("Exchange") is/was an agency of the State of Nevada established
13 to, among other things, facilitate the purchase and sale of qualified health plans in the individual
14 market in Nevada.

15 17. That at all times hereinafter mentioned, Defendant XEROX STATE
16 HEALTHCARE, LLC ("Xerox") is/was a foreign limited liability company doing business in
17 Clark County, Nevada and headquartered in Fairfax, Virginia.

18 18. That at all times hereinafter mentioned, Defendant XEROX CORPORATION,
19 is/was a foreign limited liability company doing business in Clark County, Nevada and
20 headquartered in Norwalk, Connecticut.

21 19. The true names of the capacities, whether individual, agency, corporate, associate
22 or otherwise, of Defendant DOE INDIVIDUALS I through X, inclusive, are unknown to
23 Plaintiffs. Plaintiffs will ask leave of the Court to amend this Complaint to show the true names
24 and capacities of these Defendants, when they become known to Plaintiffs, Plaintiffs believe
25 each Defendant named as DOE was responsible for contributing to Plaintiffs' damages as set
26 forth herein.

27 20. The true names of the capacities, whether individual, agency, corporate, associate
28 or otherwise, of Defendant ROE CORPORATIONS I through X, inclusive, are unknown to

1 Plaintiffs. Plaintiffs will ask to leave of the Court to amend this Complaint to show the true
2 names and capacities of these Defendants, when they become known to Plaintiffs, Plaintiffs
3 believe each Defendant named as ROE CORPORATION was responsible for contributing to
4 Plaintiffs' damages as set forth herein.

5 21. Exercise of the jurisdiction by this Court over each and every Defendant in this
6 action is appropriate.

7 22. Venue is proper in Clark County, Nevada as at least some significant portion of
8 the conduct and damages at issue herein have occurred in Clark County, including but not
9 limited to those occurring to Plaintiffs.

10 **CLASS ACTION ALLEGATIONS**

11 23. Plaintiffs bring this action individually and on behalf of the Class, hereinafter
12 referred to as "Plaintiffs' Class", consisting of all Nevada insurance agents and brokers who
13 obtained an "appointment" from Nevada Health Link and who did not receive commissions or
14 portions thereof to which they were entitled and/or who experienced unreasonable delays in the
15 receipt of commissions as a result of the failure of Xerox and the Exchange to properly transmit
16 their NPNs to the applicable insurance carriers after said agents and brokers assisted consumers
17 with enrollment through Nevada Health Link.

18 24. Plaintiffs' Class seeks a judgment that Defendants are responsible to each
19 member of the class for the various negligent and wrongful acts as alleged herein.

20 25. The members of Plaintiffs' Class are so numerous as to render joinder
21 impracticable. Upon information and belief, there are currently over 1200 appointed Nevada
22 brokers and agents who assisted individuals with enrollment through Nevada Health Link, who
23 either did not receive commissions or who received late or partial commissions because
24 Defendants did not properly transmit NPNs and other identifying agent/broker information to the
25 applicable insurance carrier.

26 26. The questions of law and fact common to the Plaintiffs' Class include that each
27 class member has suffered a similar loss (e.g., lost or delayed commissions due to Defendants'
28 failure to properly transmit NPNs and identifying information to the insurance carriers),

1 actionable in tort, stemming from the same conduct of the Defendants, including but not limited
2 to Defendants' negligence in failing to properly develop, administer, or oversee Nevada Health
3 Link.

4 27. The named Representatives of Plaintiffs' Class, Patrick Casale, Mary Elsberry,
5 Dwight Mazzone, Jeremy Shugarman, Grace Butler and Andrew Perwein are adequate
6 representatives of the class and possible respective subclass. The violations alleged by
7 Plaintiffs' Class stem from the same course of conduct by Defendants; namely, their failure to
8 properly create, administer, and oversee Nevada Health Link to ensure that the NPNs and other
9 identifying information of appointed agents and brokers assisting enrollees was properly
10 transmitted to the insurance carriers. The legal theories under which the Plaintiffs' Class
11 Representatives seek relief are the same or similar to that on which the Plaintiffs' Class will rely.
12 In addition, the harm suffered by the Representatives of Plaintiffs' Class is typical of the harm
13 suffered by the proposed Plaintiffs' Class.

14 28. The named Plaintiffs' Class Representatives, Patrick Casale, Mary Elsberry,
15 Dwight Mazzone, Jeremy Shugarman, Grace Butler and Andrew Perwein have the requisite
16 personal interest in the outcome of this action and will fairly and adequately protect the interests
17 of the putative class. The Plaintiffs' Class Representatives are represented jointly by the Eglet
18 Law Group and the law firm of Callister, Immerman & Associates. These two law firms have the
19 resources, expertise and experience to prosecute this action. The members of Callister,
20 Immerman & Associates and the Eglet Law Group do not have knowledge of any conflicts
21 among the members of Plaintiffs' Class or between members of the firm and members of the
22 proposed Plaintiffs' Class.

23 29. The class action is superior to other available methods for the fair and efficient
24 adjudication of this controversy because: (a) the prosecution of a multitude of separate actions
25 would be inefficient and wasteful of judicial resources; (b) the members of the class may be
26 scattered throughout Nevada and are not likely to be able to vindicate and enforce their rights
27 unless this actions is maintained as a class action; (c) the issues raised can be more fairly and
28 efficiently resolved in the context of a single action rather than piece-meal litigation in the

1 context of separate actions; (d) the resolution of litigation in a single forum will avoid the danger
2 and resultant confusion of possible inconsistent determinations; (e) the prosecution of separate
3 actions would create the risk of inconsistent or varying adjudications with respect to individuals
4 pursuing claims against Defendants which would establish incompatible standards of conducts
5 for Defendants; (f) Defendants have acted and will act on grounds applicable to all class
6 members, making final declaratory and injunctive relief on behalf of all members necessary and
7 appropriate; and (g) questions of law and/or fact common to members of the class, especially on
8 issues of liability, predominate over any question, such as that of individuals damages that will
9 effect individual class members.

10 30. Nearly every one of the proposed Plaintiffs' Class members are residents of
11 Nevada, the principal injuries alleged in this action occurred in Nevada, at least one Defendant is
12 a citizen of Nevada, and the Nevada Defendant is one from whom members of the Plaintiffs'
13 Class are seeking significant relief and whose alleged conduct forms a significant basis for the
14 proposed claims of the Plaintiffs' Class.

15 **FACTS OF THE CASE**

16 31. On October 1, 2013, Nevada Health Link "went live" and Nevada residents were
17 to be able to begin using Nevada Health Link to sign up and enroll for health insurance.

18 32. To assist with enrollment, Nevada Health Link authorized certain "appointed"
19 brokers and agents to help consumers obtain insurance coverage through Nevada Health Link by
20 providing training to the brokers and agents and by including a list of "appointed" brokers and
21 agents on the website.

22 33. From the outset, the Nevada Health Link website was inundated with technical
23 problems and glitches.

24 34. Upon information and belief, the Exchange and Xerox were aware or should have
25 been aware of multiple problems with Nevada Health Link well before the October 1, 2013 "go
26 live" date.

27 35. Specifically, by the time Nevada Health Link "went live" on October 1, 2013, the
28 Exchange and Xerox knew or should have known that Nevada Health Link could not perform as

originally intended.

36. As alleged herein, the Exchange and Xerox utterly failed to properly develop, administer, or oversee Nevada Health Link to ensure that the website performed as intended.

37. As a result of the large number of individuals encountering problems using the Nevada Health Link, many requested the assistance of appointed brokers and agents who were often required to spend hours (and sometimes days) assisting individuals obtain insurance coverage through Nevada Health Link.

38. Upon information and belief, the Exchange and Xerox knew that as a result of the numerous technical problems with Nevada Health Link, many enrollees would not have health insurance coverage by January 1, 2014 even though those enrollees had signed up for the same, selected a qualified insurance provider, and began making health insurance premium payments to Nevada Health Link.

39. Upon information and belief, Xerox and the Exchange retained premiums paid by enrollees for months, while collecting interest on those premiums, without transmitting the premiums to the insurance carriers selected by the enrollees.

40. Upon information and belief, repeated system errors and intentional actions taken by Xerox and the Exchange deprived brokers and agents their commissions earned from assisting with enrollment in Nevada Health Link by: (1) failing or delaying transmission of NPNs and identifying information to the selected insurance carriers; (2) intentionally deleting NPNs and identifying information from the system before enrollment information was ever sent to the selected insurance carrier; (3) sending NPNs and identifying information to the wrong insurance carrier or for the wrong enrollee; and/or (4) sending incomplete or incorrect premiums and enrollment information to the selected insurance carrier.

41. Upon information and belief, the Exchange and Xerox knew as early as November 8, 2013 that Nevada Health Link was repeatedly crashing or "freezing" during enrollment, experiencing repeated glitches, and miscalculating enrollees' health insurance premiums such that many enrollees were provided with an incorrect health insurance premium.

42. Upon information and belief, the Exchange and Xerox decided that the only way

1 to address the ongoing technical problems and to re-calculate the premium amounts was to
2 cancel each enrollee and force them to re-enroll with Nevada Health Link.

3 43. Upon information and belief, the Exchange and Xerox decided that every person
4 who had enrolled for health insurance through Nevada Health Link would need to have their
5 accounts canceled, regardless of whether that person had yet to pay their premium, partially paid
6 their premium, or paid their premium in full, and regardless of whether an appointed broker or
7 agent had assisted the enrollee with the enrollment.

8 44. Upon information and belief, neither the persons whose accounts were closed nor
9 the brokers or agents who assisted with the enrollments were ever given notice by the Exchange
10 and Xerox that the account had been closed prior to transmitting any information or premiums to
11 the insurance carrier.

12 45. Upon information and belief, the Exchange and Xerox intentionally failed to give
13 notice to enrollees, agents or brokers that accounts were intentionally closed so that it would just
14 look like "another glitch in the system" as opposed to the conscious decision by the Exchange
15 and Xerox to cancel said accounts.

16 46. Upon information and belief, upon closing the subject accounts, NPNs and other
17 identifying information of brokers and agents were deleted or "dropped" from the system
18 without any notice to the brokers or agents thereby depriving them any commission for the
19 services they provided.

20 47. Upon information and belief, further and continued problems in processing
21 enrollments by Xerox and the Exchange resulted in ongoing incidents of broker/agent NPNs and
22 identifying information being transmitted incompletely, incorrectly, untimely or never being
23 transmitted to the selected insurance providers at all.

24 48. Upon information and belief, Nevada Health Link was also improperly designed
25 to delay the process of transferring the necessary enrollee information to the health insurance
26 providers so that the providers would be unable to issue insurance cards or provide insurance
27 coverage to enrollees for the first 3 to 4 months, thereby delaying payment of the commissions
28 earned by brokers and agents for months.

49. As alleged above, the Exchange and Xerox intentionally, deliberately, knowingly, willfully, and maliciously devised a scheme to cover up the multitude of technical errors which prevented the Nevada Health Link website from functioning properly, including Xerox and the Exchange's inability to timely or properly transmit the NPN number of brokers and agents to the applicable carriers.

50. Casale, Elsberry, Mazzone, Shugarman, Butler, Perwein, and other members of the Class are insurance brokers or agents licensed to sell insurance in Nevada.

51. Casale, Elsberry, Mazzone, Shugarman, Butler, Perwein, and other members of the Class obtained appointments to sell insurance on the Exchange.

52. Casale, Elsberry, Mazzone, Shugarman, Butler, Perwein, and the other members of the Class have valid contracts with the insurance providers available to consumers through the Exchange.

53. From October 1, 2013 through the present, Casale, Elsberry, Mazzone, Shugarman, Butler, Perwein, and other members of the class have assisted numerous individuals with obtaining insurance coverage through the Nevada Health Link website.

54. Despite their time and efforts, Casale, Elsberry, Mazzone, Shugarman, Butler, Perwein, and the other members of the Class did not receive commissions for their efforts as a direct result of actions taken by Xerox and the Exchange.

55. Casale, Elsberry, Mazzone, Shugarman, Butler, Perwein, and the other members of the Class are informed and believe that their NPNs were either not timely provided to the selected insurance providers in connection with individuals they assisted with enrollment or were never transmitted to the selected insurance carriers at all thereby costing them valuable commissions.

56. Upon information and belief, Xerox and the Exchange also improperly retained premiums paid by consumers and collected interest on those premiums for months while causing unnecessary delays in the payment of commissions to brokers and agents.

...

...

FIRST CAUSE OF ACTION

(Negligence/Gross Negligence)

57. Plaintiffs hereby incorporate and re-allege each and every allegation set forth in this complaint as if set forth herein full.

58. Defendants, and each of them, had a duty to timely transmit to the selected insurance carriers the NPNs and other identifying information for Plaintiffs and Plaintiffs' class, along with the enrollee's information and premiums, for every consumer enrolled by Plaintiffs or members of the Plaintiff class through Nevada Health Link.

59. Defendants, and each of them, had a duty to ensure that the NPNs and other identifying information of appointed brokers and agents was timely forwarded to the selected insurance providers so that the brokers and agents could receive commissions for the services they provided without delay.

60. Defendants, and each of them, had a duty of care to Plaintiffs, and those similarly situated, to properly administer oversee, audit, supervise, investigate, and evaluate the Nevada Health Link program and process to make certain that said program and process worked properly and timely transmitted to insurance carriers the NPNs of brokers and agents who assisted enrollees of Nevada Health Link to ensure that the brokers and agents would obtain commissions for services rendered in connection with the Exchange.

61. It was also the duty of the Exchange and Xerox to use reasonable care in selecting, training, overseeing, and reviewing the competency of their employees and contractors to ensure that they could properly design, create, administer, and run Nevada Health Link so that necessary information, including NPNs, was transmitted to insurance carriers to ensure appointed agents and brokers providing assistance to enrollees would receive the commissions to which they were entitled.

62. Defendants, and each of them, breached these duties owed to Plaintiffs and those similarly situated by negligently and carelessly failing to process broker and agent information with reasonable care.

63. Defendants, and each of them, breached these duties owed to Plaintiffs and those

1 similarly situated by intentionally closing the accounts of individuals who enrolled for insurance
2 through the Nevada Health Link and by deleting NPNs and other identifying information of the
3 agents and brokers who assisted those individuals without providing any notice to the agents or
4 brokers who assisted the enrollees.

5 64. Defendants further breached their duties owed to Plaintiffs and those similarly
6 situated by taking no steps to restore the deleted broker/agent information or to otherwise notify
7 Plaintiffs or those similarly situated that enrollee accounts (which included NPNs) had been
8 closed, deleted or otherwise lost.

9 65. Defendants, and each of them, further breached their duty of care to Plaintiffs and
10 those similarly situated by failing to properly administer, oversee, audit, supervise, investigate,
11 and evaluate the Nevada Health Link program and process – so much so that said program and
12 process did not work properly and did not allow brokers and agents to receive commissions they
13 earned for services provided in connection with the Exchange.

14 66. The Exchange owed a duty to use reasonable care in conducting due diligence
15 and investigating and ensuring that the contractor selected to develop, administer, and oversee
16 Nevada Health Link had a proper plan as well as the financial and logistical backing and support
17 to provide the contracted services (i.e. a working Nevada Health Link).

18 67. The Exchange breached this duty when it contracted with Xerox on August 24,
19 2012 for Xerox to develop, administer, and oversee Nevada Health Link without conducting
20 adequate due diligence into Xerox's plan as well as Xerox's main sub-contractor, Choice
21 Administrators Exchange Solutions ("Choice").

22 68. Had the Exchange conducted adequate due diligence into the planning as well as
23 financial and logistical backing and support of Xerox and its sub-contractor Choice, it would
24 have discovered that neither Xerox nor Choice had a proper plan or the capability to provide the
25 services required to properly develop, administer and oversee Nevada Health Link to ensure that
26 appointed agents and brokers were compensated for services performed assisted enrollees obtain
27 insurance coverage through Nevada Health Link.

28 69. As a proximate and legal result of the said negligence of the Defendants, and each

1 of them, Plaintiffs and those similarly situated have damages in the form of lost commissions
2 that they would have otherwise received for services performed in connection with the Nevada
3 Health Link – and have been damaged in an amount in excess of \$10,000.00.

4 70. Defendants committed all acts herein alleged, maliciously, fraudulently, and
5 oppressively, with the reckless disregard of Plaintiffs’ rights and the rights of those similarly
6 situated.

7 71. Conduct by the Defendants amounted to malice and was carried out in a
8 despicable, deliberate, cold, callous and intentional manner thereby entitling Plaintiffs and those
9 similarly situated to recover punitive damages from Defendants in an amount according to proof.

10 72. At the very least, Defendants, and each of them, failed to exercise even the
11 slightest degree of care, which amounts to *gross negligence*.

12 73. The Plaintiffs and those similarly situated have been required to retain the
13 services of attorneys to prosecute this action, and Plaintiffs and those similarly situated are
14 therefore entitled to recover their reasonable attorney’s fees and costs of court for having to
15 bring this action.

16 SECOND CAUSE OF ACTION

17 *(Intentional Interference with Contractual Relations)*

18 74. Plaintiffs hereby incorporate and re-allege each and every allegation set forth in
19 this complaint as if set forth herein full.

20 75. At all times relevant hereto, Plaintiffs and those similarly situated had valid
21 contracts with qualified insurance providers to sell insurance through the Nevada Health Link
22 exchange website.

23 76. Pursuant to those contracts, Plaintiffs and those similarly situated were entitled to
24 receive commissions for assisting individuals obtain insurance coverage through the Nevada
25 Health Link, and said commissions were typically an amount equal to 12% of the premium paid
26 by the enrollee to the selected insurance provider.

27 77. Defendants knew that the Plaintiffs and those similarly situated had contracts with
28 qualified insurance providers to sell insurance through Nevada Health Link in exchange for

commissions.

78. Defendants knew that in order for Plaintiffs and those similarly situated to receive their commissions pursuant to their contracts with the insurance carriers, Nevada Health Link was required to transmit broker/agent NPNs to the carrier along with the enrollees premium and other enrollment information.

79. Upon information and belief, Defendants committed intentional acts intended or designed to disrupt the contractual relationship between the insurance carriers and Plaintiffs' and those similarly situated by: (1) intentionally closing accounts and deleting Plaintiffs' NPNs from the system instead of transmitting the information to insurance carriers; (2) failing to submit insurance premiums and identifying information of Plaintiffs and those similarly situated to insurance providers, (3) by delaying the submission of insurance premiums and NPNs of Plaintiffs and those similarly situated to insurance providers to delay the payment of commissions by the carrier; and/or (4) sending incomplete or incorrect information to insurance carriers or to the incorrect insurance carriers.

80. All of these actions set forth above deprived Plaintiffs and those similarly situated of commissions earned in connection with services they provided to enrollees in Nevada Health Link.

81. Further, despite knowing that numerous enrollees had been assisted by Plaintiffs and those similarly situated, Defendants took no action to restore lost or deleted broker/agent information or to otherwise notify Plaintiffs or those similarly situated that enrollee accounts had been closed, deleted or lost.

82. As a direct and proximate result of the tortious actions by Defendants, the Plaintiffs and those similarly situated have suffered damages in an amount in excess of \$10,000.00.

83. Defendants committed all acts herein alleged, maliciously, fraudulently, and oppressively, with the reckless disregard of Plaintiffs' rights and the rights of those similarly situated.

84. Conduct by the Defendants amounted to malice and was carried out in a

1 despicable, deliberate, cold, callous and intentional manner thereby entitling Plaintiffs and those
2 similarly situated to recover punitive damages from Defendants in an amount according to proof.

3 85. The Plaintiffs and those similarly situated have been required to retain the
4 services of attorneys to prosecute this action, and Plaintiffs and those similarly situated are
5 therefore entitled to recover their reasonable attorney's fees and costs of court for having to
6 bring this action.

7 **THIRD CAUSE OF ACTION**

8 ***(Intentional Interference with Prospective Economic Advantage)***

9 86. Plaintiffs hereby incorporate and re-allege each and every allegation set forth in
10 this complaint as if set forth herein full.

11 87. In the alternative, at all times relevant hereto, Plaintiffs and those similarly
12 situated had valid contracts with qualified insurance carriers to sell insurance through the
13 Nevada Health Link exchange website.

14 88. Pursuant to those contracts, Plaintiffs and those similarly situated were entitled to
15 receive commissions for each individual for whom Plaintiffs and those similarly situated
16 obtained insurance coverage through Nevada Health Link, and said commissions were typically
17 an amount equal to 12% of the premium paid by the enrollee to the selected insurance carriers.

18 89. Defendants knew that the Plaintiffs and those similarly situated were entitled to
19 receive commissions from insurance carriers for any individuals whom Plaintiffs and those
20 similarly situated assisted with enrollment in a health plan through the Nevada Health Link.

21 90. Defendants knew that in order for Plaintiffs and those similarly situated to receive
22 their commissions from insurance carriers, Nevada Health Link had to transmit their
23 broker/agent NPNs to the insurance carrier along with the enrollees premium and other
24 enrollment information.

25 91. Upon information and belief, Defendants committed intentional acts intended or
26 designed to disrupt the payment of prospective commissions from the insurance carriers to
27 Plaintiffs' and those similarly situated by: (1) intentionally closing accounts and deleting
28

1 Plaintiffs' NPNs from the system instead of transmitting the information to insurance carriers;
2 (2) failing to submit insurance premiums and identifying information of Plaintiffs and those
3 similarly situated to insurance providers, (3) by delaying the submission of insurance premiums
4 and NPNs of Plaintiffs and those similarly situated to insurance providers to delay the payment
5 of commissions by the carrier; and/or (4) sending incomplete or incorrect information to
6 insurance carriers or to the incorrect insurance carriers.

7 92. All of these actions set forth above deprived Plaintiffs and those similarly situated
8 of commissions earned in connection with services they provided to enrollees in Nevada Health
9 Link.

10 93. Defendants had no privilege or legitimate justification to disrupt the payment of
11 prospective commissions from the insurance carriers to Plaintiffs and those similarly situated
12 with regard to services provided to enrollees using Nevada Health Link.

13 94. Further, despite knowing the identity of enrollees assisted by Plaintiffs and those
14 similarly situated, Defendants took no action to restore the deleted broker/agent information or to
15 otherwise notify Plaintiffs or those similarly situated that enrollee accounts had been closed,
16 deleted or lost.

17 95. As a direct and proximate result of the tortious actions by Defendants, the
18 Plaintiffs and those similarly situated have suffered damages in an amount in excess of
19 \$10,000.00.

20 96. Defendants committed all acts herein alleged, maliciously, fraudulently, and
21 oppressively, with the reckless disregard of Plaintiffs' rights and the rights of those similarly
22 situated.

23 97. Conduct by the Defendants amounted to malice and was carried out in a
24 despicable, deliberate, cold, callous and intentional manner thereby entitling Plaintiffs and those
25 similarly situated to recover punitive damages from Defendants in an amount according to proof.

26 98. The Plaintiffs and those similarly situated have been required to retain the
27 services of attorneys to prosecute this action, and Plaintiffs and those similarly situated are
28 therefore entitled to recover their reasonable attorney's fees and costs of court for having to

bring this action.

FOURTH CAUSE OF ACTION

(Fraudulent Misrepresentation and Omissions)

99. Plaintiffs hereby incorporate and re-allege each and every allegation set forth in this complaint as if set forth herein full.

100. At all times mentioned herein, Defendants intentionally made material misrepresentations and omissions of fact as alleged above.

101. Specifically, the Exchange and Xerox intentionally, deliberately, knowingly, willfully, and maliciously devised a scheme to cover up the multitude of technical errors, miscalculated health insurance premiums, intentional delay tactics, by taking intentional actions to prevent Plaintiffs and those similar situated from receiving commissions for hundreds of hours worked enrolling individuals through Nevada Health Link, and by failing to notify Plaintiffs and those similarly situated that NPNs and other enrollment information had been deleted, destroyed or purposely withheld from insurance carriers for months.

102. Plaintiffs and those similarly situated justifiably relied on Defendants' representations and omissions by timely providing NPNs and identifying information to the Exchange reflecting the individuals they assisted with enrollment through the Nevada Health Link.

103. As a proximate and legal result of Defendants' conduct, Plaintiffs and those similarly have suffered damages in an amount in excess of \$10,000.00.

104. The Plaintiffs have been required to retain the services of attorneys to prosecute this action, and Plaintiffs are therefore entitled to recover their reasonable attorney's fees and costs of court for having to bring this action.

FIFTH CAUSE OF ACTION

(Negligent Misrepresentation)

105. Plaintiffs hereby incorporate and re-allege each and every allegation set forth in this complaint as if set forth herein full.

106. Defendants represented to Plaintiffs and other similarly situated that Defendants

would forward their NPNs information to insurance carriers whenever Plaintiffs or those similarly situated assisted a consumer obtain insurance coverage through the Nevada Health Link.

107. Plaintiffs and those similarly situated justifiably relied on Defendants representations by taking required courses and obtaining “appointments” by the Nevada Health, by assisting consumers enroll with health plans through the Nevada Health Link, and by providing Nevada Health Link with weekly reports of the consumers for whom they provided assistance.

108. Defendants, and each of them, knew or should have known that the NPN information, premiums and other enrollment information were not timely transmitted to the insurance carrier, or in many cases, were lost or deleted and therefore not submitted at all.

109. Defendants, and each of them, did not exercise reasonable care when making the above-referenced misrepresentations to Plaintiffs.

110. As a proximate and legal result of Defendants’ conduct, Plaintiffs have suffered damages in an amount in excess of \$10,000.00.

111. The Plaintiffs have been required to retain the services of attorneys to prosecute this action, and Plaintiffs are therefore entitled to recover their reasonable attorney’s fees and costs of court for having to bring this action.

SIXTH CAUSE OF ACTION

(Conversion)

112. Plaintiffs hereby incorporate and re-allege each and every allegation set forth in this complaint as if set forth herein full.

113. Defendants, and each of them, committed multiple acts of ongoing dominion of the property of Plaintiffs and those similarly situated – by retaining and/or denying access to NPNs, enrollment information and premiums actually paid by enrollees for months before transmitting them to the insurance carriers so that Plaintiffs and those similarly situated could not receive earned commissions from those premiums.

114. Upon information and belief, Defendants intentionally delayed and/or denied

1 access to NPNs of Plaintiffs and those similarly situated, enrollment information and insurance
2 premiums actually paid by enrollees by failing to timely submit the same to the applicable
3 insurance carriers and/or by failing to submit NPNs of Plaintiffs and those similarly situated,
4 enrollment information and insurance premiums actually paid by enrollees to the applicable
5 insurance carriers at all.

6 115. Defendants' act of dominion over the NPNs of Plaintiffs and those similarly
7 situated, enrollment information and insurance premiums actually paid by enrollees was in
8 defiance of Plaintiffs' and similarly situated persons' rights to funds payable from or based upon
9 said funds in the form of a commission.

10 116. As a direct and proximate result of the conversion by Defendants, the Plaintiffs
11 and those similarly situated have suffered damages in an amount in excess of \$10,000.00.

12 **SEVENTH CLAIM FOR RELIEF**

13 **(Accounting)**

14 117. Plaintiffs hereby incorporate and re-allege each and every allegation set forth in
15 this complaint as if set forth herein full.

16 118. As a result of the wrongful and tortious acts alleged herein, Defendants have been
17 and currently are now in possession of substantial sums of money and other consumer
18 enrollment information which reflects the amount of actual commissions of which Plaintiffs and
19 Plaintiffs' class have been deprived as well as the amount of commissions which remain due and
20 owing to Plaintiffs and the Plaintiffs' Class.

21 119. Plaintiffs and the Plaintiffs' Class have been and will be unable to ascertain the
22 precise amount of said commissions without a full and complete accounting.

23 120. Plaintiffs and the Plaintiffs' Class, therefore, pray that this Court require a full
24 and complete accounting of premiums collected by Defendants with regard to each and every
25 Nevada Health Link enrollee assisted by Plaintiffs and the Plaintiffs Class since October 1, 2013.

26 **PRAYER FOR RELIEF**

27 **WHEREFORE**, Plaintiffs pray for relief and damages as follows:

28 A. That Plaintiffs and the Plaintiffs' Class be awarded actual damages in excess of

1 \$10,000.00;

- 2 B. That a full and complete accounting of premiums paid with regard to each and
3 every Nevada Health Link enrollee assisted by Plaintiffs and the Plaintiffs Class
4 since October 1, 2013 be completed and provided to Plaintiffs by Defendants;
5 C. That Plaintiffs and the Plaintiffs' Class be awarded punitive damages in excess of
6 \$10,000.00;
7 D. That Plaintiffs and the Plaintiffs' Class be awarded reasonable attorney's fees;
8 E. That Plaintiffs and the Plaintiffs' Class be awarded their costs of court;
9 F. That Plaintiffs and the Plaintiffs' Class be awarded delay damages and/or
10 Prejudgment and post-judgment interest.
11 G. Plaintiffs and the Plaintiffs' Class be awarded any other relief as the Court may
12 deem proper.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiffs hereby demand a trial by jury for all issues so triable.

15
16 DATED this 26th day of August, 2014.

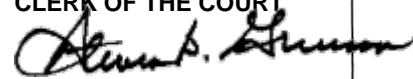
17
18 Respectfully submitted,

19
20 **EGLET LAW GROUP**

21 By: /s/ *Artemus W. Ham, Esq.*
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23 ARTEMUS W. HAM, ESQ.
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Exhibit 6



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21 *Attorneys for Plaintiffs*

22 **DISTRICT COURT**
23 **CLARK COUNTY, NEVADA**

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

Plaintiffs,

v.

Case No.: A-14-698567-C
Dept. No.: XVI

**NOTICE OF ENTRY OF ORDER
GRANTING FINAL APPROVAL OF
CLASS SETTLEMENT AND
ATTORNEYS' FEES**

**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.

**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.

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

Defendants.

Case No. A-14-706171-C

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24 ...
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28 ...

PLEASE TAKE NOTICE that an Order Granting Final Approval of Class Settlement and Attorneys' Fees was signed by this Court on May 25, 2017 and entered on May 25, 2017, a copy is attached as Exhibit "1".

Dated this 25th day of May, 2017.

EGLET PRINCE

/s/Erica D. Entsminger

ROBERT T. EGLET, ESQ.

Nevada Bar No. 3402

ERICA D. ENTSMINGER, ESQ.

Nevada Bar No. 7432

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and

MATTHEW Q. CALLISTER, ESQ.

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823 Las Vegas Blvd. South

Las Vegas, Nevada 89101

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of EGLET PRINCE, and that on May 25th, 2017, I caused the foregoing document entitled **NOTICE OF ENTRY OF ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT AND ATTORNEYS' FEES** to be served upon those parties listed below by U.S. regular mail.

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/s/Crystal Garcia
An employee of EGLET PRINCE

EXHIBIT 1

Steven D. Grierson

ORDR

ROBERT T. EGLET, ESQ.
Nevada Bar No. 3402
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CALLISTER & ASSOCIATES
823 Las Vegas Blvd. South
Las Vegas, Nevada 89101

Class Counsel

MARK E. FERRARIO, ESQ.
Nevada Bar No. 1625
WHITNEY L. WELCH-KIRMSE, ESQ.
Nevada Bar No. 12129
GREENBERG TRAUIG, LLP
3773 Howard Hughes Pkwy, #400
Las Vegas, Nevada 89169

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

**ORDER GRANTING FINAL
APPROVAL OF CLASS
SETTLEMENT AND ATTORNEYS'
FEES**

LV 420905943v1

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

The Parties' Joint Motion for Final Approval of Class Settlement and Plaintiffs' Request
for Attorneys' Fees having come before this court on May 25, 2017, with counsel for both
parties appearing in person. The Court having considered the papers submitted in support of the
Motion, and no opposition having been filed,

IT IS HEREBY ORDERED:

1. This Court previously granted preliminary approval of the settlement based upon the terms set forth in the Joint Stipulation of Settlement and Release (the "Settlement Agreement"), a complete copy of which was attached as Exhibit "1" to the Parties' Joint Motion For Preliminary Approval of Class Settlement, Certification of Settlement Class, Approval of Attorneys' Fees And Costs; And Notice To Class Member filed on September 29, 2016. At that time, the Court determined that the settlement fell within the range of reasonableness and appeared to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing. The notices approved and directed in that preliminary approval having gone out to Class Members, and no objection to the settlement having been raised, the Court finds that the settlement is fair and is entitled to final approval which is hereby ordered. The final terms of the settlement are therefore deemed approved as being fair, reasonable and adequate, and in the best interests of the Settlement Class.

2. The Court further finds that the Settlement is the product of arm's length negotiations presided over by a competent mediator, and was not collusive.

3. The Court finds that Defendants, as Claims Administrator, complied with the Court's Preliminary Order with regard to form and content of the notice and the notification process itself and, again, confirms that these met the requirements of due process and provided the best notice practical under the circumstances and constitutes due and sufficient notice to all persons entitled thereto.

4. The Court finds that the total payout of \$99,218.31 to compensate a total of 107 valid claims, as to which no objection has been lodged, is hereby approved as fair, reasonable and adequate.

5. The Court finds that the amount of \$1,750,000 in attorneys' fees and expenses to Class Counsel, as to which no objections were received, is hereby approved as fair, reasonable and adequate.

6. Pursuant to the Settlement Agreement Sections 3.1 through 3.3, the following should occur to effectuate payment of the settlement:

A. Within (20) calendar days after the date of the Order granting final approval, Defendants shall issue a payment check to Class Claimants via First Class United States Mail who are deemed by the Defendants or the Appeal Administrator to have a Valid Claim.

B. Within (20) calendar days after the date of the Order granting final approval, Defendants shall pay Class Counsel \$1,750,000 via wire transfer.

7. Within (5) days of completion of the payments outlined in Paragraph 6, the Court hereby dismisses with prejudice all claims belonging to Representative Plaintiffs and Settlement Class Members who did not timely and validly request exclusion from the Settlement Class. Except as expressly provided in the Settlement Agreement, each of the Parties, including each Settlement Class Member, shall bear his, her or its own costs and attorneys' fees.

DATED this 25 day of May, 2017.


DISTRICT COURT JUDGE

Submitted by:

EGLET PRINCE

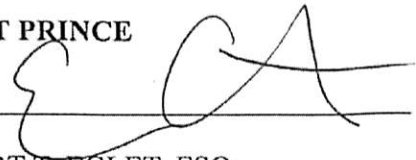
By: 
ROBERT T. EGLET, ESQ.
Nevada Bar No. 3402
400 South Seventh Street, Box 1, Suite 400
Las Vegas, Nevada 89101

Exhibit 7

Case Information

A-17-760558-B | Nevada Commissioner of Insurance, Plaintiff(s) vs. Milliman Inc, Defendant(s)

Case Number	Court	Judicial Officer
A-17-760558-B	Department 16	Williams, Timothy C.
File Date	Case Type	Case Status
08/25/2017	Other Business Court Matters	Open

Party

Plaintiff
Nevada Commissioner of Insurance

Address
3773 Howard Hughes Parkway
Suite 400 North
Las Vegas NV 89169

Active Attorneys ▼
Lead Attorney
Ferrario, Mark E.,
ESQ
Retained

Attorney
Swanis, Eric W.
Retained

Attorney
Prunty, Donald L.
Retained

Defendant
Milliman Inc

Active Attorneys ▼
Lead Attorney
Dhalla, Aleem A.
Retained

Attorney
Byrne, Patrick G.
Retained

	Attorney Fugazzi, Alexander L. Retained
Defendant Shreve, Jonathan L	Active Attorneys ▼ Lead Attorney Dhalla, Aleem A. Retained
	Attorney Byrne, Patrick G. Retained
	Attorney Fugazzi, Alexander L. Retained
Defendant Van Der Heijde, Mary	Active Attorneys ▼ Lead Attorney Dhalla, Aleem A. Retained
	Attorney Byrne, Patrick G. Retained
	Attorney Fugazzi, Alexander L. Retained
Defendant Millennium Consulting Services LLC	Active Attorneys ▼ Lead Attorney Bragonje, John E. Retained
	Attorney

	Hostetler, Jennifer K Retained
Defendant Larson & Company PC	Active Attorneys ▼ Lead Attorney Siderman, Lori E. Retained
	Attorney KERSHAW, SETH S, ESQ Retained
	Attorney Brown, Russell B Retained
Defendant Larson, Dennis T	Active Attorneys ▼ Attorney KERSHAW, SETH S, ESQ Retained
	Lead Attorney Siderman, Lori E. Retained
	Attorney Brown, Russell B Retained
Defendant Hayes, Martha	Active Attorneys ▼ Lead Attorney Siderman, Lori E. Retained
	Attorney Brown, Russell B Retained

Defendant
InsureMonkey Inc

Active Attorneys ▼
Lead Attorney
Bonds, Kurt R.
Retained

Attorney
Pruitt, Mathew,
ESQ
Retained

Defendant
Rivlin, Alex

Active Attorneys ▼
Lead Attorney
Bonds, Kurt R.
Retained

Attorney
Pruitt, Mathew,
ESQ
Retained

Defendant
Nevada Health Solutions LLC

Active Attorneys ▼
Lead Attorney
Bailey, John R
Retained

Attorney
Liebman, Joseph
A.
Retained

Attorney
Bonham, Suzanna
C.
Retained

Attorney
Mata, Emma
Retained

Defendant
Egan, Pamela

Active Attorneys ▼
Lead Attorney
Garin, Joseph P
Retained

Attorney
Nakamura Ochoa,
Angela T.
Retained

Attorney
Wong, Jonathan K.
Retained

Defendant
Dibsie, Basil C.

Active Attorneys ▼
Lead Attorney
Garin, Joseph P
Retained

Attorney
Nakamura Ochoa,
Angela T.
Retained

Attorney
Wong, Jonathan K.
Retained

Defendant
Mattoon, Linda

Active Attorneys ▼
Lead Attorney
Garin, Joseph P
Retained

Attorney
Nakamura Ochoa,
Angela T.
Retained

Attorney
Wong, Jonathan K.

Retained	
Defendant Zumtobel, Tom	Active Attorneys ▼ Lead Attorney Garin, Joseph P Retained
	Attorney Nakamura Ochoa, Angela T. Retained
	Attorney Wong, Jonathan K. Retained
Defendant Bond, Bobbette	Active Attorneys ▼ Lead Attorney Garin, Joseph P Retained
	Attorney Nakamura Ochoa, Angela T. Retained
	Attorney Wong, Jonathan K. Retained
Defendant Silver, Kathleen	Active Attorneys ▼ Lead Attorney Garin, Joseph P Retained
	Attorney Nakamura Ochoa, Angela T. Retained

	Attorney Wong, Jonathan K. Retained
Defendant Unite Here Health	Active Attorneys ▼ Lead Attorney Bailey, John R Retained
	Attorney Liebman, Joseph A. Retained
	Attorney Mata, Emma Retained

Events and Hearings

08/25/2017 Complaint ▼ Document Filed - DOC
08/28/2017 Summons Electronically Issued - Service Pending ▼ Comment Summons
08/28/2017 Summons Electronically Issued - Service Pending ▼ Comment Summons (Basil C. Dibsie)
08/28/2017 Summons Electronically Issued - Service Pending ▼

Comment
Summons (Pamela Egan)

08/28/2017 Summons Electronically Issued - Service Pending ▼

Comment
Summons (Nevada Health Solutions, LLC)

08/28/2017 Summons Electronically Issued - Service Pending ▼

Comment
Summons (Tom Zumtobel)

08/28/2017 Summons Electronically Issued - Service Pending ▼

Comment
Summons (Linda Mattoon)

08/28/2017 Summons Electronically Issued - Service Pending ▼

Comment
Summons (Martha Hayes)

08/28/2017 Summons Electronically Issued - Service Pending ▼

Comment
Summons (Jonathan L. Shreve)

08/28/2017 Summons Electronically Issued - Service Pending ▼

Comment
Summons (Milliman, Inc.)

08/28/2017 Summons Electronically Issued - Service Pending ▼

Comment
Summons (Larson & Company P.C.)

08/28/2017 Summons Electronically Issued - Service Pending ▼

Comment
Summons (Millennium Consulting Services, LLC)

08/28/2017 Summons Electronically Issued - Service Pending ▼

Comment
Summons (Mary Van Der Heijde)

08/28/2017 Summons Electronically Issued - Service Pending ▼

Comment
Summons (Dennis T. Larson)

08/28/2017 Summons Electronically Issued - Service Pending ▼

Comment

Summons (Bobbette Bond)

08/28/2017 Summons Electronically Issued - Service Pending ▼

Comment

Summons (Alex Rivlin)

08/28/2017 Summons Electronically Issued - Service Pending ▼

Comment

Summons (InsureMonkey, Inc.)

09/07/2017 Demand for Jury Trial ▼

Demand for Jury Trial - DMJT

Comment

Demand for Jury Trial

09/12/2017 Notice ▼

Notice - NOTC

Comment

Notice of Related Case

09/12/2017 Acceptance of Service ▼

Acceptance of Service - ACSR

Comment

Acceptance of Service (Alex Rivlin)

09/12/2017 Acceptance of Service ▼

Acceptance of Service - ACSR

Comment

Acceptance of Service (InsureMonkey, Inc.)

09/15/2017 Motion ▼

Motion - MOT

Comment

Motion to Coordinate Cases

09/18/2017 Affidavit of Service ▼

Affidavit of Service - AOS

Comment

Affidavit of Service - Tom Zumtobel

09/18/2017 Affidavit of Service ▼

Affidavit of Service - AOS

Comment

Affidavit of Service - Milliman, Inc.

09/18/2017 Affidavit of Service ▼

Affidavit of Service - AOS

Comment

(9/20/2017 Withdrawn) Affidavit of Service - Pamela Egan

09/18/2017 Affidavit of Service ▼

Affidavit of Service - AOS

Comment

Affidavit of Service - Nevada Health Solutions, LLC

09/18/2017 Affidavit of Service ▼

Affidavit of Service - AOS

Comment

Affidavit of Service - Bobbette Bond

09/20/2017 Notice of Withdrawal ▼

Notice of Withdrawal - NOW

Comment

Notice of Withdrawal of Affidavit of Service on Pamela Egan

09/22/2017 Acceptance of Service ▼

Acceptance of Service - ACSR

Comment

Acceptance of Service (Basil C. Dibsie)

09/22/2017 Acceptance of Service ▼

Acceptance of Service - ACSR

Comment

Acceptance of Service (Pamela Egan)

09/22/2017 Acceptance of Service ▼

Acceptance of Service - ACSR

Comment

Acceptance of Service (Linda Mattoon)

09/22/2017 Affidavit of Service ▼

Affidavit of Service - AOS

Comment

Affidavit of Service - Martha Hayes

09/28/2017 Notice of Appearance ▼

Notice of Appearance - NOTA

Comment

Notice of Appearance

09/28/2017 Initial Appearance Fee Disclosure ▼

Initial Appearance Fee Disclosure - IAFD

Comment

Defendants' Initial Appearance Fee Disclosure

09/28/2017 Notice of Department Reassignment ▼

Notice of Department Reassignment - NODR

Comment

Notice of Department Reassignment

09/28/2017 Request to Transfer to Business Court ▼

Comment

Request to Transfer to Business Court

10/04/2017 Notice of Appearance ▼

Notice of Appearance - NOTA

Comment

Notice of Appearance

10/04/2017 Initial Appearance Fee Disclosure ▼

Initial Appearance Fee Disclosure - IAFD

Comment

Initial Appearance Fee Disclosure (NRS Chapter 19)

10/06/2017 Affidavit of Service ▼

Affidavit of Service - AOS

Comment

Affidavit of Service - Dennis T. Larson

10/06/2017 Affidavit of Service ▼

Affidavit of Service - AOS

Comment

Affidavit of Service - Jonathan L. Shreve

10/06/2017 Affidavit of Service ▼

Affidavit of Service - AOS

Comment

Affidavit of Service - Kathleen Silver

10/09/2017 Affidavit of Service ▼

Affidavit of Service - AOS

Comment

Affidavit of Service - Larson & Company, P.C.

10/10/2017 Initial Appearance Fee Disclosure ▼

Initial Appearance Fee Disclosure - IAFD

Comment

Initial Appearance Fee Disclosure

10/10/2017 Joinder ▼

Joinder - JOIN

Comment

Defendants Insuremonkey, Inc. and Alex Rivlin's Joinder to
Request to Transfer to Business Court

10/10/2017 Answer (Business Court) ▼

Answer (Business Court) - ANSBU

Comment

Defendants' Answer to Complaint

10/17/2017 Minute Order ▼

Minute Order

Judicial Officer

Alf, Nancy

Hearing Time

3:00 AM

Result

Minute Order - No Hearing Held

Comment

Minute Order: Disclosure

10/17/2017 Affidavit of Service ▼

Affidavit of Service - AOS

Comment

Affidavit of Service - Millennium Consulting Services, LLC

10/18/2017 Certificate of Service ▼

Certificate of Service - CSERV

Comment

Certificate of Service

10/19/2017 Motion to Coordinate ▼

Judicial Officer

Cory, Kenneth

Hearing Time

3:00 AM

Cancel Reason

Vacated

Comment

Health Care Co-op's Motion to Coordinate Cases

10/26/2017 Opposition to Motion ▼

Opposition to Motion - OPPM

Comment

Opposition to Motion to Coordinate Cases

10/26/2017 Motion to Dismiss ▼

Motion to Dismiss - MDSM

Comment

Millennium Consulting Services, LLC's Motion to Dismiss

10/26/2017 Notice of Appearance ▼

Notice of Appearance - NOTA

Comment

Notice of Appearance

10/26/2017 Disclosure Statement ▼

Disclosure Statement - DSST

Comment

**Millennium Consulting Services, LLC's Disclosure Statement
Pursuant to NRCP 7.1**

10/30/2017 Initial Appearance Fee Disclosure ▼

Initial Appearance Fee Disclosure - IAFD

Comment

Initial Appearance Fee Disclosure (NRS Chapter 19)

10/30/2017 Joinder ▼

Joinder - JOIN

Comment

Joinder of Opposition to Motion to Coordinate Cases

10/30/2017 Initial Appearance Fee Disclosure ▼

Initial Appearance Fee Disclosure - IAFD

Comment

Initial Appearance Fee Disclosure (NRS Chapter 19)

10/30/2017 Joinder ▼

Joinder - JOIN

Comment

Defendants Insuremonkey, Inc. And Alex Rivlin's Joinder To
Opposition To Motion To Coordinate Cases

10/31/2017 Acceptance of Service ▼

Acceptance of Service - ACSR

Comment

Acceptance of Service (Mary Van Der Heijde)

10/31/2017 Joinder to Opposition to Motion ▼

Joinder to Opposition to Motion - JOPP

Comment

Joiner to Milliman's Opposition to Motion to Coordinate

11/01/2017 Initial Appearance Fee Disclosure ▼

Initial Appearance Fee Disclosure - IAFD

Comment

Initial Appearance Fee Disclosure (NRS Chapter 19)

11/01/2017 Answer to Complaint ▼

Answer - ANS

Comment

Defendants, Martha Hayes, Dennis T. Larson, Larson &
Company, P.C.'s Answer to Plaintiff's Complaint

11/01/2017 Joinder to Opposition to Motion ▼

Joinder to Opposition to Motion - JOPP

Comment

Defendants Martha Hayes, Dennis T. Larson, and Larson & Company P.C.'s Joinder to Opposition to Barbara D. Richardson's Receiver for Nevada Health Co-op, Motion to Coordinate Cases

11/03/2017 Reply in Support ▼

Reply - RPLY

Comment

Reply in Support of Motion to Coordinate Cases

11/06/2017 Motion to Compel ▼

Motion to Compel - MCOM

Comment

Motion to Compel Arbitration

11/07/2017 Answer to Complaint ▼

Answer - ANS

Comment

Nevada Health Solutions, LLC's Answer to Original Complaint

11/09/2017 Notice of Department Reassignment ▼

Notice of Department Reassignment - NODR

Comment

Notice of Department Reassignment

11/09/2017 Notice of Department Reassignment ▼

Notice of Department Reassignment - NODR

Comment

Amended Notice of Department Reassignment

11/09/2017 Peremptory Challenge ▼

Comment

Peremptory Challenge of Judge

11/09/2017 Initial Appearance Fee Disclosure ▼

Comment

Initial Appearance Fee Re: Peremptory Challenge of Judge

11/20/2017 Business Court Order ▼

Business Court Order - BCO (CIV)

Comment

Business Court Order

11/21/2017 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

First Stipulation and Order to Extend Briefing Deadlines and Hearing on Millennium Consulting Services, LLC's Motion to Dismiss

11/30/2017 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order to Continue Defendants Milliman, Inc., Jonathan L. Shreve, and Mary Van Der Heijde's Motion to Compel Arbitration

11/30/2017 Notice of Entry of Stipulation and Order ▼

Notice of Entry of Stipulation and Order - NTSO (CIV)

Comment

Notice of Entry of Stipulation and Order to Continue Defendants Milliman, Inc., Jonathan L. Shreve, and Mary Van Der Heijde's Motion to Compel Arbitration

11/30/2017 Amended Affidavit of Service ▼

Amended Affidavit of Service - AAOS (CIV)

Comment

Amended Affidavit of Service - Millennium Consulting Services, LLC

12/11/2017 Order Denying Motion ▼

Order Denying Motion - ODM (CIV)

Comment

Order Denying Plaintiff's Motion to Coordinate Cases

12/11/2017 Opposition ▼

Opposition - OPPS (CIV)

Comment

Plaintiff's Opposition to Milliman's Motion to Compel Arbitration

12/12/2017 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

Notice of Entry of Order Denying Plaintiff's Motion to Coordinate Cases

12/15/2017 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order (Second) to Extend Briefing Deadlines and Hearing on Millennium Consulting Services, LLC's Motion to Dismiss

12/15/2017 Notice of Entry of Stipulation and Order ▼

Notice of Entry of Stipulation and Order - NTSO (CIV)

Comment

Notice of Entry of Stipulation and Order (Second) to Extend Briefing Deadlines and Hearing on Millennium Consulting Services, LLC's Motion to Dismiss

12/18/2017 Opposition ▼

Opposition - OPPS (CIV)

Comment

Plaintiff's Opposition to Defendant Millennium Consulting Services, LLC's Motion to Dismiss

12/19/2017 Motion to Associate Counsel ▼

Association of Counsel - ASSC (CIV)

12/27/2017 Motion to Associate Counsel ▼

Motion to Associate Counsel - MASS (CIV)

Comment

Motion to Associate Justin N. Kattan As Counsel on an Order Shortening Time

01/02/2018 Motion to Associate Counsel ▼

Minutes - Motion to Associate Counsel

Judicial Officer

Delaney, Kathleen E.

Hearing Time

9:00 AM

Result

Motion Granted

Comment

Defendants' Motion to Associate Justin N. Kattan as Counsel On an Order Shortening Time

Parties Present ▲

Defendant

Attorney: Fugazzi, Alexander L.

Defendant

Attorney: Fugazzi, Alexander L.

Defendant

Attorney: Fugazzi, Alexander L.

01/02/2018 Errata ▼

Errata - ERR (CIV)

Comment

Errata to Motion to Associate Justin N. Kattan As Counsel On an Order Shortening Time

01/03/2018 Reply in Support ▼

Reply in Support - RIS (CIV)

Comment

Milliman's Reply in Support of Motion to Compel Arbitration

01/05/2018 Order Granting Motion ▼

Order Granting Motion - OGM (CIV)

Comment

Order Granting Motion to Associate Justin N. Kattan, Esq. as Counsel

01/05/2018 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

Notice of Entry of Order Granting Motion to Associate Justin N. Kattan, Esq. As Counsel

01/09/2018 Motion to Compel ▼

Minutes - Motion to Compel

Judicial Officer

Delaney, Kathleen E.

Hearing Time

9:00 AM

Result

Motion Granted

Comment

Motion to Compel Arbitration

Parties Present ▲

Plaintiff

Attorney: Ferrario, Mark E., ESQ

Attorney: Prunty, Donald L.

Defendant

Attorney: Byrne, Patrick G.

Defendant

Attorney: Byrne, Patrick G.

Defendant

Attorney: Byrne, Patrick G.

01/09/2018 Reply in Support ▼

Reply - RPLY (CIV)

Comment

Millennium Consulting Services, LLC's Reply in Support of Its Motion to Dismiss

01/16/2018 Motion to Dismiss ▼

Minutes - Motion to Dismiss

Judicial Officer

Gonzalez, Elizabeth

Hearing Time

9:00 AM

Result

Motion Denied

Comment

Millennium Consulting Services, LLC's Motion to Dismiss

Parties Present ▲

Plaintiff

Attorney: Ferrario, Mark E., ESQ

Defendant

Attorney: Bragonje, John E.

Defendant

Attorney: KERSHAW, SETH S, ESQ

Defendant

Attorney: KERSHAW, SETH S, ESQ

01/16/2018 Motion to Dismiss ▼

Motion to Dismiss - MDSM (CIV)

Comment

(8/15/18 Withdrawn) Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie and Linda Mattoon s Motion to Dismiss, Alternatively for More Definite Statement

01/17/2018 Initial Appearance Fee Disclosure ▼

Initial Appearance Fee Disclosure - IAFD (CIV)

Comment

Initial Appearance Fee Disclosure

01/23/2018 Motion to Associate Counsel ▼

Judicial Officer

Delaney, Kathleen E.

Hearing Time

9:00 AM

Result

Motion Granted

Comment

Defendant, Nevada Health Solutions, LLC's, Motion to Associate Counsel

01/23/2018 All Pending Motions ▼

Minutes - All Pending Motions

Judicial Officer

Delaney, Kathleen E.

Hearing Time

9:00 AM

Result

Matter Heard

Parties Present ▲

Plaintiff

Attorney: Ferrario, Mark E., ESQ

Attorney: Prunty, Donald L.

Defendant

Attorney: Byrne, Patrick G.

Defendant

Attorney: Byrne, Patrick G.

Defendant

Attorney: Byrne, Patrick G.

Defendant

Attorney: Bragonje, John E.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

01/23/2018 Mandatory Rule 16 Conference ▼

Judicial Officer

Delaney, Kathleen E.

Hearing Time

10:30 AM

Result

Matter Heard

01/23/2018 Order Admitting to Practice ▼

Order - ORDR (CIV)

Comment

Order Admitting to Practice

01/23/2018 Joinder ▼

Joinder - JOIN (CIV)

Comment

(8/15/18 Withdrawn) Defendants Insuremonkey, Inc. And Alex Rivlin's Limited Joinder To Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie And Linda Mattoon's Motion To Dismiss, Alternativley For More Definite Statement

01/24/2018 Order Setting Civil Jury Trial and Calendar Call ▼

Order Setting Civil Jury Trial and Calendar Call - OSCJC (CIV)

Comment

Business Court Scheduling Order Setting Civil Jury Trial and Pre-Trial Conference/Calendar Call

01/26/2018 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

Notice of Entry of Order Admitting to Practice

02/06/2018 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order to Continue the Motion to Dismiss,
Alternatively for More Definite Statement

02/06/2018 Notice of Entry ▼

Notice of Entry - NEO (CIV)

Comment

Notice of Entry of Stipulation and Order to Continue the Motion
to Dismiss, Alternatively for More Definite Statement

02/13/2018 Status Check ▼

Minutes - Status Check

Minutes - Status Check

Status Check

Judicial Officer

Delaney, Kathleen E.

Hearing Time

9:00 AM

Result

Continued

Comment

Status Check: ESI Protocols

Parties Present ▲

Plaintiff

Attorney: Prunty, Donald L.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

03/09/2018 Substitution of Attorney ▼

Substitution of Attorney - SUBT (CIV)

Comment

Substitutiuon Of Attorney

03/09/2018 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order to Continue the Motion to Dismiss,
Alternatively for More Definite Statement

03/12/2018 Order Granting Motion ▼

Order Granting Motion - OGM (CIV)

Comment

Order Granting Milliman's Motion to Compel Arbitration

03/12/2018 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

Notice of Entry of Order Granting Milliman's Motion to Compel
Arbitration

03/23/2018 Motion ▼

Motion - MOT (CIV)

Comment

Plaintiff's Motion for Approval of Protective Order on Order
Shortening Time

03/23/2018 Motion ▼

Motion - MOT (CIV)

Comment

Plaintiff's Motion for Approval of ESI Protocol on Order
Shortening Time

03/27/2018 Receipt of Copy ▼

Receipt of Copy - ROC (CIV)

Comment
Receipt of Copy

03/28/2018 Order ▼

Order - ORDR (CIV)

Comment
Order Denying Millennium Consulting Services, LLC's Motion to Dismiss

03/29/2018 Response ▼

Response - RSPN (CIV)

Comment
Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie and Linda Mattoon s Response to The Plaintiff s Motion For Approval Of ESI Protocol On Order Shortening Time

03/29/2018 Response ▼

Response - RSPN (CIV)

Comment
Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie and Linda Mattoon s Response To The Plaintiff s Motion For Approval Of Protective Order On Order Shortening Time

03/29/2018 Motion to Reconsider ▼

Motion to Reconsider - MRCN (CIV)

Comment
Plaintiff's Motion for Reconsideration

04/03/2018 Motion for Protective Order ▼

Judicial Officer
Delaney, Kathleen E.

Hearing Time
9:00 AM

Result
Motion Granted

Comment
Plaintiff's Motion for Approval of Protective Order on Order Shortening Time

04/03/2018 Petition for Approval ▼

Judicial Officer
Delaney, Kathleen E.

Hearing Time
9:00 AM

Result
Motion Granted

Comment
Plaintiff's Motion for Approval of ESI Protocol on Order Shortening Time

04/03/2018 All Pending Motions ▼

Minutes - All Pending Motions

Judicial Officer
Delaney, Kathleen E.

Hearing Time
9:00 AM

Result
Matter Heard

Parties Present ▲
Plaintiff

Attorney: Prunty, Donald L.

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

04/11/2018 Answer ▼

Answer - ANS (CIV)

Comment
Millennium Consulting Services, LLC's Answer

04/16/2018 Opposition to Motion ▼

Opposition to Motion - OPPM (CIV)

Comment
Milliman's Opposition to Plaintiff's Motion for Reconsideration

04/19/2018 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment
**Stipulation and Order to Continue the Motion to Dismiss,
 Alternatively for More Definite Statement and the Joinder
 Thereto**

04/24/2018 Reply in Support ▼

Reply in Support - RIS (CIV)

Comment
Plaintiff's Reply in Support of Motion for Reconsideration

05/01/2018 Motion For Reconsideration ▼

Minutes - Motion For Reconsideration

Minutes - Motion For Reconsideration

Judicial Officer
Delaney, Kathleen E.

Hearing Time
9:00 AM

Result
Matter Continued

Comment
Plaintiff's Motion for Reconsideration

Parties Present ▲

Plaintiff

Attorney: Ferrario, Mark E., ESQ

Attorney: Prunty, Donald L.

Defendant

Attorney: Byrne, Patrick G.

Defendant

Attorney: Byrne, Patrick G.

Defendant

Attorney: Byrne, Patrick G.

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

05/03/2018 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order to Continue the Motion to Dismiss
Alternatively for More Definite Statement and the Joinder
Thereeto

05/16/2018 Order Granting Motion ▼

Order Granting Motion - OGM (CIV)

Comment

Order Granting Motion for Approval of Protective Order and
Motion for Approval of ESI Protocol

05/16/2018 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

Notice of Entry of Order Granting Motion for Approval of
Protective Order and Motion for Approval of ESI Protocol

05/16/2018 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order to Continue the Hearing Date and Set
Briefing Schedule On Plaintiff's Motion for Reconsideration

05/16/2018 Notice of Entry of Stipulation and Order ▼

Notice of Entry of Stipulation and Order - NTSO (CIV)

Comment

Notice of Entry of Stipulation and Order to Continue the Hearing
Date and Set Briefing Schedule On Plaintiff's Motion for
Reconsideration

05/22/2018 Minute Order ▼

Minutes - Minute Order

Judicial Officer

Delaney, Kathleen E.

Hearing Time

3:00 AM

Result

Minute Order - No Hearing Held

Comment

Minute Order Re-Setting Hearing

05/29/2018 Minute Order ▼

Minute Order

Judicial Officer

Alf, Nancy

Hearing Time

3:00 AM

Result

Minute Order - No Hearing Held

06/01/2018 Supplement to Opposition ▼

Supplement to Opposition - STO (CIV)

Comment

Milliman's Supplemental Brief In Opposition to Plaintiff's Motion
for Reconsideration

06/05/2018 Motion for Summary Judgment ▼

Motion for Summary Judgment - MSJD (CIV)

Comment

Motion For Summary Judgment And Declaratory Relief

06/08/2018 Settlement Conference ▼

Settlement Conference

Judicial Officer

Alf, Nancy

Hearing Time

10:00 AM

Result

Not Settled

06/12/2018 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Proposed Order to Continue the Motion to
Dismiss, Alternative for More Definite State, and the Joinder
Thereto

06/22/2018 Opposition ▼

Opposition - OPPS (CIV)

Comment

Plaintiff's Opposition to Insuremonkey, Inc and Alex Rivlin's
Motion for Summary Judgment and Declaratory Relief

06/29/2018 Reply in Support ▼

Reply in Support - RIS (CIV)

Comment

Plaintiff's Sur-Reply in Support of Motion for Reconsideration

07/02/2018 Case Reassigned to Department 16 ▼

Comment

Reassigned From Judge Delaney - Dept 25

07/03/2018 Notice of Rescheduling of Hearing ▼

Notice of Rescheduling of Hearing - NORH (CIV)

Comment

Notice of Rescheduling Hearing

07/10/2018 Reply to Opposition ▼

Reply to Opposition - ROPP (CIV)

Comment

Reply to Plaintiff's Opposition to Insuremonkey, Inc. and Alex
Rivin's Motion for Summary Judgment and Declaratory Relief

07/12/2018 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order to Continue the Motion to Dismiss,
Alternatively for more Definite Statement and the Joinder
Thereto

07/12/2018 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order to Continue Hearing on Defendants
Insuremonkey, Inc and Alex Rivlin's Motion for Summary
Judgment and Declaratory Relief

07/17/2018 Motion to Amend Complaint ▼

Motion to Amend Complaint - MAMC (CIV)

Comment
Plaintiff's Motion to Amend Complaint

07/18/2018 Order ▼

Order - ORDR (CIV)

Comment
Administrative Order

07/18/2018 Notice of Department Reassignment ▼

Notice of Department Reassignment - NODR (CIV)

Comment
Notice of Department Reassignment

07/18/2018 Notice of Department Reassignment ▼

Notice of Department Reassignment - NODR (CIV)

Comment
Notice of Department Reassignment

07/19/2018 Notice of Change of Hearing ▼

Notice of Change of Hearing - NOCH (CIV)

Comment
Notice of Change of Hearing

07/23/2018 Errata ▼

Errata - ERR (CIV)

Comment
Errata To Defendants' Reply To Plaintiff's Opposition To
InsureMonkey, Inc. And Alex Rivlin's Motion For Summary
Judgment And Declaratory Relief

07/23/2018 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment
Notice Of Entry Of Order

07/24/2018 Motion For Reconsideration ▼

Judicial Officer
Delaney, Kathleen E.

Hearing Time
11:00 AM

Cancel Reason

Vacated - On in Error

Comment

Plaintiff's Motion for Reconsideration

07/25/2018 Motion for Summary Judgment ▼

Minutes - Motion for Summary Judgment

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Denied Without Prejudice

Comment

Defendants' Motion for Summary Judgment and Declaratory Relief

Parties Present ▲

Plaintiff

Attorney: Ferrario, Mark E., ESQ

Attorney: Prunty, Donald L.

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

08/08/2018 Order Denying Motion ▼

Order Denying Motion - ODM (CIV)

Comment

Order Denying Plaintiff's Motion for Reconsideration

08/08/2018 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

Notice of Entry of Order Denying Plaintiff's Motin for Reconsideration

08/08/2018 Notice of Change of Firm Name ▼

Notice of Change of Firm Name - NCFN (CIV)

Comment

Notice Of Change Of Firm Name

08/15/2018 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order to Withdraw Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie and Linda Mattoon's Motion to Dismiss, Alternatively For More Definite Statement Without Prejudice

08/16/2018 Notice of Entry ▼

Notice of Entry - NEO (CIV)

Comment

Notice of Entry of Order

08/21/2018 Motion to Amend Complaint ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Motion Granted

Comment

Plaintiff's Motion to Amend Complaint

08/21/2018 Status Check ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Matter Heard

Comment

Status Check: 16.1 Case Conference

08/21/2018 All Pending Motions ▼

Minutes - All Pending Motions

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Matter Heard

Parties Present ▲

Plaintiff

Attorney: Ferrario, Mark E., ESQ

Attorney: Prunty, Donald L.

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

08/27/2018 Amended Order Setting Jury Trial ▼

Amended Order Setting Jury Trial - ARJT (CIV)

Comment

Amended Order Setting Jury Trial

09/05/2018 Motion to Dismiss ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Cancel Reason

Vacated - per Attorney or Pro Per

Comment

Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie and Linda Mattoon's Motion to Dismiss, Alternatively for More Definite Statement

09/05/2018 Joinder ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Cancel Reason

Vacated - per Attorney or Pro Per

Comment

Defendants Insuremonkey Inc and Alex Rivlin's Limited Joinder to Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie and Linda Mattoon's Motion to Dismiss, Alternatively for More Definite Statement

09/18/2018 Order Granting Motion ▼

Order Granting Motion - OGM (CIV)

Comment

Order Granting Motion to Amend Complaint

09/21/2018 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

Notice of Entry of Order Granting Motion to Amend Complaint

09/24/2018 Summons Electronically Issued - Service Pending ▼

Comment

Summons - Unite Here Health

09/24/2018 Amended Complaint ▼

Amended Complaint - ACOM (CIV)

Comment

Amended Complaint

09/24/2018 Notice of Change of Address ▼

Notice of Change of Address - NCOA (CIV)

Comment

Notice of Change of Firm Address

10/04/2018 Ex Parte Motion ▼

Ex Parte Motion - EXMT (CIV)

Comment

Ex Parte Motion for Removal from Service List

10/05/2018 Motion to Dismiss ▼

Motion to Dismiss - MDSM (CIV)

Comment

Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie And Linda Mattoon s Motion To Dismiss, Alternatively For More Definite Statement

10/15/2018 Joinder To Motion ▼

Joinder To Motion - JMOT (CIV)

Comment

Defendants InsureMonkey, Inc. And Alex Rivlin's Joinder to Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie And Linda Mattoon's Motion To Dismiss, Alternatively For More Definite Statement

10/16/2018 Answer to Amended Complaint ▼

Answer - ANS (CIV)

Comment

Millennium Consulting Services, LLC's Answer to Amended Complaint

10/22/2018 Answer to Amended Complaint ▼

Answer - ANS (CIV)

Comment

Unite Here Health's Answer to Amended Complaint

10/22/2018 Initial Appearance Fee Disclosure ▼

Initial Appearance Fee Disclosure - IAFD (CIV)

Comment

Initial Appearance Fee Disclosure

10/22/2018 Opposition to Motion to Dismiss ▼

Opposition - OPPS (CIV)

Comment

Opposition to Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie, and Linda Mattoon s Motion to Dismiss, Alternatively for More Definite Statement

10/23/2018 Status Check ▼

Minutes - Status Check

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Matter Continued

Comment

Status Check re discovery issues/depositions

Parties Present ▲

Plaintiff

Attorney: Prunty, Donald L.

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

10/25/2018 Opposition ▼

Opposition - OPPS (CIV)

Comment

Opposition to Defendants Insuremonkey, Inc. and Alex Rivlin's Joinder to Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie and Linda Mattoon s Motion to Dismiss Alternatively for More Definite Statement

10/30/2018 Reply in Support ▼

Reply in Support - RIS (CIV)

Comment

Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie And Linda Mattoon s Reply In Support Of Motion To Dismiss First Amended Complaint

10/31/2018 Notice of Hearing ▼

Notice of Hearing - NOH (CIV)

Comment

Notice of Hearing For a Status Check Re: Deposition

11/02/2018 Status Check ▼

Minutes - Status Check

Minutes - Status Check

Judicial Officer

Williams, Timothy C.

Hearing Time

9:30 AM

Result

Matter Heard

Comment

Status Check re Hearing re Depositions

Parties Present ▲

Plaintiff

Attorney: Ferrario, Mark E., ESQ

Attorney: Prunty, Donald L.

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

11/06/2018 Motion to Dismiss ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Motion Denied

Comment

Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie and Linda Mattoon's Motion to Dismiss Alternatively for More Definite Statement

11/06/2018 Joinder ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Denied

Comment

Defendants Insuremonkey Inc and Alex Rivlin's Joinder to Kathleen Silver Bobbette Bond, Tome Zumtobel, Pamegan, Basil Dibsie and Linda Mattoon's Motion to Dismiss Alternatively for More Definite Statement

11/06/2018 All Pending Motions ▼

Minutes - All Pending Motions

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Matter Heard

Parties Present ▲

Plaintiff

Attorney: Swanis, Eric W.

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

11/06/2018 Answer ▼

Answer - ANS (CIV)

Comment

Defendants Martha Hayes, Dennis T. Larson, and Larson & Company, PC's Answer to Plaintiff's Amended Complaint

12/26/2018 Notice of Rescheduling of Hearing ▼

Notice of Rescheduling of Hearing - NORH (CIV)

Comment

Notice of Rescheduling Date for Calendar Call/Pre-Trial Conference

01/31/2019 Association of Counsel ▼

Association of Counsel - ASSC (CIV)

Comment

Motion to Associate Counsel

02/14/2019 Motion for Good Faith Settlement ▼

Comment

Joint Motion for Determination of Good Faith Settlement by Plaintiff and Defendant Millennium Consulting Services, LLC on Order Shortening Time

02/14/2019 Motion for Good Faith Settlement ▼

Comment

Joint Motion for Determination of Good Faith Settlement by Plaintiff and Defendant Millennium Consulting Services, LLC on Order Shortening Time

02/14/2019 Redacted Version ▼

Redacted Version

Comment

Redacted version of Motion for Good Faith Settlement per Order 5/20/19

02/14/2019 Filed Under Seal ▼

Comment

Exhibit A

02/14/2019 Redacted Version ▼

Redacted Version

Comment

Redacted version of Motion for Good Faith Settlement per Order 5/20/19

02/14/2019 Filed Under Seal ▼

<div>Comment</div> <div>Exhibit A</div>	
<div>02/15/2019 Motion to Seal/Redact Records ▼</div> <div>Motion to Seal/Redact Records - MSRC (CIV)</div> <div>Comment</div> <div>Plaintiff's Motion to File Confession of Judgment Under Seal</div>	
<div>02/19/2019 Answer ▼</div> <div>Answer - ANS (CIV)</div> <div>Comment</div> <div>Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie and Linda Mattoon's Answer to the First Amended Complaint</div>	
<div>03/12/2019 Motion to Associate Counsel ▼</div> <div>Minutes - Motion to Associate Counsel</div> <div>Judicial Officer</div> <div>Williams, Timothy C.</div> <div>Hearing Time</div> <div>9:00 AM</div> <div>Result</div> <div>Motion Granted</div> <div>Comment</div> <div>Motion to Associate Counsel Emma Mata, Esq.</div> <div>Parties Present ▲</div> <div>Defendant</div> <div>Attorney: Pruitt, Mathew, ESQ</div> <div>Defendant</div> <div>Attorney: Pruitt, Mathew, ESQ</div> <div>Defendant</div> <div>Attorney: Wong, Jonathan K.</div> <div>Defendant</div> <div>Attorney: Wong, Jonathan K.</div> <div>Defendant</div> <div>Attorney: Wong, Jonathan K.</div> <div>Defendant</div> <div>Attorney: Wong, Jonathan K.</div> <div>Defendant</div> <div>Attorney: Wong, Jonathan K.</div>	

Defendant

Attorney: Wong, Jonathan K.

03/12/2019 Order Admitting to Practice ▼

Order Admitting to Practice - ORAP (CIV)

Comment

Order Admitting to Practice

03/12/2019 Notice ▼

Notice - NOTC (CIV)

Comment

Notice of Entry of Order Admitting to Practice

03/19/2019 Motion for Determination of Good Faith Settlement ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Motion Granted

Comment

Joint Motion for Determination of Good Faith Settlement by Plaintiff and Defendant Millennium Consulting Services, LLC on Order Shortening Time

03/19/2019 Motion for Determination of Good Faith Settlement ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Motion Granted

Comment

Joint Motion for Determination of Good Faith Settlement by Plaintiff and Defendant Millennium Consulting Services, LLC on Order Shortening Time

03/19/2019 Motion to Seal/Redact Records ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result
Motion Granted

Comment
Plaintiff's Motion to File Confession of Judgment Under Seal

03/19/2019 All Pending Motions ▼

Minutes - All Pending Motions

Judicial Officer
Williams, Timothy C.

Hearing Time
9:00 AM

Result
Matter Heard

Parties Present ▲
Plaintiff

Attorney: Prunty, Donald L.

Defendant

Attorney: Bragonje, John E.

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Bonham, Suzanna C.

Defendant

Attorney: Garin, Joseph P

Defendant

Attorney: Garin, Joseph P

Defendant

Attorney: Garin, Joseph P

Defendant

Attorney: Garin, Joseph P

Defendant

Attorney: Garin, Joseph P

Defendant

Attorney: Garin, Joseph P

03/20/2019 Motion to Seal/Redact Records ▼

Motion to Seal/Redact Records - MSRC (CIV)

Comment

Motion to Seal Settlement Agreement attached as Exhibit "A" to the Settling Parties' "Joint Motion for Determination of Good Faith Settlement by Plaintiff and Defendant Millennium Consulting Services, LLC on Order Shortening Time"

03/27/2019 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

Notice of Hearing

03/27/2019 Filed Under Seal ▼

Comment

Sealed Exhibit "A" to: The Settling Parties' "Joint Motion for Determination of Good Faith Settlement by Plaintiff and Defendant Millennium Consulting Services, LLC on Order Shortening Time Filed Under Seal Per 03/20/2019 Motion to Seal Settlement Agreement Attached as Exhibit "A" to the Settling Parties' "Joint Motion for Determination of Good Faith Settlement by Plaintiff and Defendant Millennium Consulting Services, LLC on Order Shortening Time"

04/08/2019 Order Granting ▼

Order Granting - ORDG (CIV)

Comment

Order Granting Plaintiff's Motion to File Confession of Judgement Under Seal

04/08/2019 Order ▼

Order - ORDR (CIV)

Comment

Order Approving Joint Motion for Determination of Good Faith Settlement by Plaintiff and Defendant Millennium Consulting Services, LLC on Order Shortening Time

04/10/2019 Motion to Extend Discovery ▼

Motion to Extend Discovery - MTED (CIV)

Comment
Motion to Extnd Discovery Deadlines on Order Shortening Time
(First Request)

04/10/2019 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment
Notice of Entry of Order Approving Joint Motion for
Determination of Good Faith Settlement by Plaintiff and
Defendant Millennium Consulting Services, LLC on Order
Shortening Time

04/10/2019 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment
Notice of Entry of Order Granting Plaintiff's Motion to File
Confession of Judgment Under Seal

04/17/2019 Opposition to Motion ▼

Opposition to Motion - OPPM (CIV)

Comment
Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan,
Basil Dibsie And Linda Mattoon s Opposition To The Motion To
Extend Discovery Deadlines On Order Shortening Time (First
Request)/Counter-motion To Extend Discovery Deadlines

04/17/2019 Opposition to Motion ▼

Opposition to Motion - OPPM (CIV)

Comment
Unite Here Health and Nevada Health Solutions, LLC's
Opposition to Plaintiff's Motion to Extend Discovery Deadlines on
Order Shortening Time (First Request)/Counter-motion to Extend
All Remaining Deadlines and Trial

04/19/2019 Joinder ▼

Joinder - JOIN (CIV)

Comment
Defendants Insuremonkey s And Alex Rivlin s Joinder To Unite
Here Health And Nevada Health Solutions, LLC s Opposition To
Plaintiff s Motion To Extend Discovery Deadlines On Order
Shortening Time (First Request)/Counter-motion To Extend All
Remaining Deadlines And Trial

04/23/2019 Joinder to Opposition to Motion ▼

Joinder to Opposition to Motion - JOPP (CIV)

Comment

Defendants, Larson & Company, P.c., Martha Hayes, and
Dennis T. Larson's Joinder to Unite Here Health Solutions, LLC's
Opposition to Motion to Extend Discovery Deadlines on Order
Shortening Time (First Request)/Counter motion to Extend All
Remaining Deadline and Trial

04/25/2019 Motion to Seal/Redact Records ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Motion Granted

Comment

Motion to Seal Settlement Agreement Attached as Exhibit "A" to the
Settling Parties' "Joint Motion for Determination of Good Faith
Settlement by Plaintiff and Defendant Millennium Consulting Services,
Llc on Order Shortening Time

04/25/2019 Motion to Extend Discovery ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Motion Granted

Comment

Motion to Extend Discovery Deadlines on Order Shortening Time
(First Request)

04/25/2019 All Pending Motions ▼

Minutes - All Pending Motions

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Matter Heard

Parties Present ▲

Plaintiff

Attorney: Prunty, Donald L.

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Bonham, Suzanna C.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

05/01/2019 Amended Order Setting Jury Trial ▼

Amended Order Setting Jury Trial - ARJT (CIV)

Comment

Amended Order Setting Jury Trial

05/14/2019 Calendar Call ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

11:00 AM

Cancel Reason

Vacated - per Judge

05/20/2019 Jury Trial ▼

Judicial Officer
Williams, Timothy C.

Hearing Time
05:00 PM

Cancel Reason
Vacated - per Judge

05/20/2019 Order Granting ▼

Order Granting - ORDG (CIV)

Comment

Order Granting Motion to Seal Settlement Agreement Attached as Exhibit "A: to the Settling Parties' Joint Motion for Determination of Good Faith Settlement by Pltf and Dft Millennium Consulting

06/25/2019 Answer to Amended Complaint ▼

Answer to Amended Complaint - ANAC (CIV)

Comment

Defendants InsureMonkey, Inc.'s And Alex Rivlin's Answer to Plaintiffs Amended Complaint

07/18/2019 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order regarding expert disclosure deadline

07/22/2019 Notice of Entry ▼

Notice of Entry - NEO (CIV)

Comment

Notice of Entry of Order

07/30/2019 Answer to Amended Complaint ▼

Answer - ANS (CIV)

Comment

Nevada Health Solutions, LLC's Answer to Amended Complaint

08/16/2019 Substitution of Attorney ▼

Substitution of Attorney - SUBT (CIV)

Comment

Substitution of Counsel for Defendants Unite Here Health and Nevada Health Solutions, LLC

08/21/2019 Motion to Stay ▼

Motion to Stay - MSTY (CIV)

Comment

Defendants Unite Here Health and Nevada Health Solutions,
LLC's Motion to Stay on Order Shortening Time

08/21/2019 Motion to Extend ▼

Motion to Extend - MEX (CIV)

Comment

Defendants Unite Here Health and Nevada Health Solutions,
LLC's Motion to Extend Expert Disclosure Deadline on Order
Shortening Time

08/21/2019 Appendix ▼

Appendix - APEN (CIV)

Comment

Appendix of Exhibits to Defendants Unite Here Health and
Nevada Health Solutions, LLC's Motion to Extend Expert
Disclosure Deadline on Order Shortening Time

08/21/2019 Errata ▼

Errata - ERR (CIV)

Comment

Defendants Unite Here Health and Nevada Health Solutions,
LLC's Errata to their Motion to Extend Expert Disclosure
Deadline

08/21/2019 Motion to Seal/Redact Records ▼

Motion to Seal/Redact Records - MSRC (CIV)

Comment

Defendants Unite Here Health and Nevada Health Solutions,
LLC's Motion to Seal Exhibit H, Filed with Defendants' Errata to
Their Motion to Extend Expert Disclosure Deadline

08/22/2019 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

Notice of Hearing

08/22/2019 Filed Under Seal ▼

Comment

Exhibit H to Defendants Unite Here Health and Nevada Health
Solutions, LLC's Errata to Their Motion to Extend Expert
Disclosure Deadline sealed per 8/21/19 Defendants Unite Here

Health and Nevada Health Solutions, LLC's Motion to Seal Exhibit H, Filed with Defendants' Errata to Their Motion to Extend Expert Disclosure Deadline

08/23/2019 Joinder To Motion ▼

Joinder To Motion - JMOT (CIV)

Comment

Joinder to Unite Here Health and Nevada Health Solutions, LLC's Motion to Extend Expert Disclosures on Order Shortening Time

08/23/2019 Joinder To Motion ▼

Joinder To Motion - JMOT (CIV)

Comment

Joinder to Unite Here Health and Nevada Health Solutions, LLC's Motion to Stay on Order Shortening Time

08/23/2019 Joinder To Motion ▼

Joinder To Motion - JMOT (CIV)

Comment

Joinder to Unite Here Health and Nevada Health Solutions, LLC's Motion to Extend Expert Disclosures on Order Shortening Time

08/26/2019 Joinder To Motion ▼

Joinder To Motion - JMOT (CIV)

Comment

Defendants InsureMonkey, Inc. And Alex Rivlin's Joinder To Defendants Unite Here Health And Nevada Health Solutions, LLC's Motion To Extend Expert Disclosure Deadline

08/26/2019 Joinder To Motion ▼

Joinder To Motion - JMOT (CIV)

Comment

Defendants Insuremonkey, Inc. And Alex Rivlin's Joinder To Defendants Unite Here Health And Nevada Health Solutions, LLC's Motion To Stay

08/26/2019 Opposition to Motion ▼

Opposition to Motion - OPPM (CIV)

Comment

Plaintiff's Opposition to Defendant Unite Here Health And Nevada Health Solutions, LLC's Motion to Stay on Order Shortening Time

08/26/2019 Opposition to Motion ▼

Opposition to Motion - OPPM (CIV)

Comment

Opposition to Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Extend Expert Disclosure Deadline on Order Shortening Time

08/27/2019 Motion to Stay ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Matter Continued

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Stay on Order Shortening Time

08/27/2019 Motion ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Decision Made

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Extend Expert Disclosure Deadline on Order Shortening Time (First Request)

08/27/2019 Joinder ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Decision Made

Comment

Joinder to Unite Here Health and Nevada Health Solutions, LLC's Motion to Extend Expert Disclosures on Order Shortening Time

08/27/2019 Joinder ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Matter Continued

Comment

Joinder to Unite Here Health and Nevada Health Solutions, LLC's
Motion to Stay on Order Shortening Time

08/27/2019 Joinder ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Decision Made

Comment

Joinder to Unite Here Health and Nevada Health Solutions, LLC's
Motion to Extend Expert Disclosures on Order Shortening Time

08/27/2019 All Pending Motions ▼

Minutes - All Pending Motions

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Matter Heard

Parties Present ▲

Plaintiff

Attorney: Ferrario, Mark E., ESQ

Attorney: Prunty, Donald L.

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Liebman, Joseph A.

Attorney: Bonham, Suzanna C.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Liebman, Joseph A.

09/10/2019 Motion for Leave to File ▼

Motion for Leave to File - MLEV (CIV)

Comment

Defendants Unite Here Health and Nevada Health Solutions,
LLC's Motion for Leave to File Oversized Supplemental Brief on
Motion to Stay

09/10/2019 Supplemental Brief ▼

Supplemental Brief - SB (CIV)

Comment

Defendants Unite Here Health and Nevada Health Solutions,
LLC's Supplemental Brief on Motion to Stay

09/10/2019 Appendix ▼

Appendix - APEN (CIV)

Comment

Appendix of Exhibits to Defendants Unite Here Health and
Nevada Health Solutions, LLC's Supplemental Brief on Motion to
Stay - Volume 1 of 3

09/10/2019 Appendix ▼

Appendix - APEN (CIV)

Comment

Appendix of Exhibits to Defendants Unite Here Health and Nevada Health Solutions, LLC's Supplemental Brief on Motion to Stay - Volume 2 of 3

09/10/2019 Appendix ▼

Appendix - APEN (CIV)

Comment

Appendix of Exhibits to Defendants Unite Here Health and Nevada Health Solutions, LLC's Supplemental Brief on Motion to Stay - Volume 3 of 3

09/19/2019 Order Shortening Time ▼

Order Shortening Time - OST (CIV)

Comment

Order Shortening Time on Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion for Leave to File Oversized Supplemental Brief on Motion to Stay

09/24/2019 Supplemental ▼

Supplemental - SUPP (CIV)

Comment

Supplemental Response to Defendants Unite Here Health and Nevada Health Solutions, LLC's Supplemental Brief on Motion to Stay

09/25/2019 Motion to Seal/Redact Records ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Motion Granted

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Seal Exhibit H, Filed with Defendants' Errata to Their Motion to Extend Expert Disclosure Deadline

09/25/2019 Motion for Leave ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Motion Granted

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion for Leave to File Oversized Supplemental Brief on Motion to Stay

09/25/2019 All Pending Motions ▼

All Pending Motions

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Matter Heard

Parties Present ▲

Defendant

Attorney: Liebman, Joseph A.

Defendant

Attorney: Liebman, Joseph A.

09/30/2019 Reply ▼

Reply - RPLY (CIV)

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Reply in Support of Their Supplemental Brief on Motion to Stay

09/30/2019 Order Granting Motion ▼

Order Granting Motion - OGM (CIV)

Comment

Order Granting Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Extend Expert Disclosure Deadline

09/30/2019 Order ▼

Order - ORDR (CIV)

Comment

Order on Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Stay

09/30/2019 Motion for Summary Judgment ▼

Motion for Summary Judgment - MSJD (CIV)

Comment
 Insuremonkey, Inc.'s And Alex Rivlin's Motion For Summary
 Judgment And Declaratory Relief

09/30/2019 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment
 Notice of Entry of Order on Defendants Unite Here Health and
 Nevada Health Solutions, LLC's Motion to Stay

09/30/2019 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment
 Notice of Entry of Order Granting Defendants Unite Here Health
 and Nevada Health Solutions, LLC's Motion to Extend Expert
 Disclosure Deadline

10/01/2019 All Pending Motions ▼

Minutes - All Pending Motions

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Matter Heard

Parties Present ▲

Plaintiff

Attorney: Ferrario, Mark E., ESQ

Attorney: Prunty, Donald L.

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Bailey, John R

Attorney: Bonham, Suzanna C.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Bailey, John R

10/01/2019 Pretrial/Calendar Call ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

10:30 AM

Cancel Reason

Vacated - per Judge

10/01/2019 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

Notice of Hearing

10/14/2019 Jury Trial ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:30 AM

Cancel Reason

Vacated - per Judge

10/15/2019 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order to Extend Time for Plaintiff to Respond to InsureMonkey, Inc. and Alex Rivlin's Motion for Summary Judgment and Delcaratory Relief

10/15/2019 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

Notice of Entry of First Stipulation and Order to Extend Time for Plaintiff to Respond to InsureMonkey and Alex Rivlin's Motion for Summary Judgment

10/17/2019 Opposition to Motion ▼

Opposition to Motion - OPPM (CIV)

Comment

Plaintiff's Opposition to InsureMonkey, Inc. and Alex Rivlin's Motion for Summary Judgment and Declaratory Relief

10/23/2019 Order Granting ▼

Order Granting - ORDG (CIV)

Comment

Order Granting Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Seal Exhibit H, Filed with Defendants' Errata to their Motion to Extend Expert Disclosure Deadline

10/23/2019 Order Granting ▼

Order Granting - ORDG (CIV)

Comment

Order Granting Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion for Leave to File Oversized Supplemental Brief on Motion to Stay

10/24/2019 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

Notice of Entry of Order Granting Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Seal Exhibit H, Filed with Defendants' Errata to their Motion to Extend Expert Disclosure Deadline

10/24/2019 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

Notice of Entry of Order Granting Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion for Leave to File Oversized Supplemental Brief on Motion to Stay

10/29/2019 Motion in Limine ▼

Motion in Limine - MLIM (CIV)

Comment

(12/3/19 Withdrawn) Management Defendants' Motion in Limine No. 1 Regarding Trial Testimony of the Following: 1) Barbara D. Richardson 2) Andrew Brignone 3) Cara Elias (Sterling) 4) Annette James 5) Darryl Landahl 6) Glenn L Goodnough 7) Amy Parks 8) Peter Rao 9) Michael Katgbak 10) Mark Bennett 11) Kristen Johnson

10/29/2019 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

Notice of Hearing

11/01/2019 Status Report ▼

Status Report - SR (CIV)

Comment

Management Defendants' Status Report Pursuant to the October 1, 2019 Hearing

11/01/2019 Status Report ▼

Status Report - SR (CIV)

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Status Report

11/06/2019 Status Check ▼

Minutes - Status Check

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Trial Date Set

Comment

Status Check: Supplemental Expert Disclosures/Trial Setting

Parties Present ▲

Plaintiff

Attorney: Ferrario, Mark E., ESQ

Attorney: Prunty, Donald L.

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Bailey, John R

Attorney: Liebman, Joseph A.

Attorney: Bonham, Suzanna C.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Bailey, John R

Attorney: Liebman, Joseph A.

11/08/2019 Opposition to Motion in Limine ▼

Opposition to Motion in Limine - OML (CIV)

Comment

Opposition to Management Defendants' Motion in Limine No. 1
Regarding Trial Testimony of the Following: Barbara D
Richardson, Andrew Brignone, Cara Elias (Sterling), Annette
James, Darryl Landahl, Glenn L Goodnough, Amy Parks, Peter
Roa, Michael Katigbak, Mark Bennett, Kristen Johnson

11/12/2019 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation And Order To Continue Hearing On Defendants
InsureMonkey, Inc And Alex Rivlin's Motion For Summary
Judgment And Declaratory Relief

11/12/2019 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

Notice Of Entry Of Order

11/19/2019 Notice of Rescheduling of Hearing ▼

Notice of Rescheduling of Hearing - NORH (CIV)

Comment

Notice of Rescheduling of Motion in Limine Hearing

11/19/2019 Amended Order Setting Jury Trial ▼

Amended Order Setting Jury Trial - ARJT (CIV)

Comment

3rd Amended Order Setting Jury Trial, Pre-Trial, Calendar Call,
and Deadlines for Motions; Amended Discovery Scheduling
Order

11/20/2019 Status Check ▼

Minutes - Status Check

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Decision Made

Comment

Status Check: Scheduling Order/Agreement by the Parties

Parties Present ▲

Plaintiff

Attorney: Ferrario, Mark E., ESQ

Attorney: Prunty, Donald L.

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Bailey, John R

Attorney: Liebman, Joseph A.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Bailey, John R

Attorney: Liebman, Joseph A.

11/20/2019 Affidavit of Service ▼

Affidavit of Service - AOS (CIV)

Comment

Affidavit of Service

12/02/2019 Amended Order ▼

Amended Order - AMOR (CIV)

Comment

Amended Discovery Scheduling Order

12/03/2019 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order to Withdraw Without Prejudice
Management Defendants' Motion in Limine No. 1

12/03/2019 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

Notice of Entry of Order

12/04/2019 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order to Allow Certain Individuals Access to Documents Marked "Highly Confidential - Attorneys' Eyes Only"

12/04/2019 Notice of Entry of Stipulation and Order ▼

Notice of Entry of Stipulation and Order - NTSO (CIV)

Comment

Notice of Entry of Stipulation and Order to Allow Certain Individuals Access to Documents Marked "Highly Confidential - Attorneys' Eyes Only"

12/11/2019 Notice of Rescheduling of Hearing ▼

Notice of Rescheduling of Hearing - NORH (CIV)

Comment

Notice of Rescheduling Hearing

12/13/2019 Reply to Opposition ▼

Reply to Opposition - ROPP (CIV)

Comment

Reply To Plaintiff's Opposition To InsureMonkey, Inc and Alex Rivlin's Motion For Summary Judgment And Declaratory Relief

01/08/2020 Motion in Limine ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Cancel Reason

Vacated - per Stipulation and Order

Comment

Management Defendants' Motion in Limine No. 1 Regarding Trial Testimony of the Following: 1) Barbara D. Richardson 2) Andrew Brignone 3) Cara Elias (Sterling) 4) Annette James 5) Darryl Landahl 6) Glenn L Goodnough 7) Amy Parks 8) Peter Rao 9) Michael Katgbak 10) Mark Bennett 11) Kristen Johnson

01/09/2020 Pretrial/Calendar Call ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Cancel Reason

Vacated

01/23/2020 Second Amended Scheduling Order ▼

Order - ORDR (CIV)

Comment

Second Amended Discovery Scheduling Order

01/23/2020 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Amended Stipulation and Order to Allow Certain Individuals
Access to Documents Marked "Highly Confidential - Attorneys'
Eyes Only"

01/24/2020 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

Notice of Entry of Second Amended Scheduling Order

01/24/2020 Notice of Entry of Stipulation and Order ▼

Notice of Entry of Stipulation and Order - NTSO (CIV)

Comment

Notice of Entry of Amended Stipulation and Order to Allow
Certain Individuals Access to Documents Marked "Highly
Confidential - Attorneys' Eyes Only"

01/27/2020 Jury Trial ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:30 AM

Cancel Reason

Vacated

01/29/2020 Motion for Summary Judgment ▼

Minutes - Motion for Summary Judgment

Judicial Officer

Williams, Timothy C.

Hearing Time

9:30 AM

Result

Denied Without Prejudice

Comment

Insuremonkey, Inc.'s And Alex Rivlin's Motion For Summary Judgment And Declaratory Relief

Parties Present ▲

Plaintiff

Attorney: Prunty, Donald L.

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Liebman, Joseph A.

Defendant

Attorney: Wong, Jonathan K.

Defendant

Attorney: Wong, Jonathan K.

Defendant

Attorney: Wong, Jonathan K.

Defendant

Attorney: Wong, Jonathan K.

Defendant

Attorney: Wong, Jonathan K.

Defendant

Attorney: Wong, Jonathan K.

Defendant

Attorney: Liebman, Joseph A.

02/10/2020 Motion ▼

Motion - MOT (CIV)

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Extend Deadline for Defendants' Expert Disclosures on Order Shortening Time (Second Request)

02/10/2020 Appendix ▼

Appendix - APEN (CIV)

Comment

Appendix of Exhibits to Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Extend Deadline for Defendants' Expert Disclosures on Order Shortening Time

02/24/2020 Opposition to Motion ▼

Opposition to Motion - OPPM (CIV)

Comment

Plaintiff's Opposition to Defendants United Here Health and Nevada Health Solutions, LLC's Motion to Extend Deadline for Defendants' Expert Disclosures on OST (Second Request)

03/04/2020 Motion to Extend Discovery ▼

Minutes - Motion to Extend Discovery

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Moot

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Extend Deadline for Defendants' Expert Disclosures on Order Shortening Time (Second Request)

Parties Present ▲

Plaintiff

Attorney: Prunty, Donald L.

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Bailey, John R

Attorney: Bonham, Suzanna C.

Attorney: Mata, Emma

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Bailey, John R

Attorney: Mata, Emma

03/04/2020 Stipulation and Order to Extend Discovery Deadlines ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order to Extend Discovery Deadlines [Third Request]

03/05/2020 Notice of Entry of Stipulation and Order ▼

Notice of Entry of Stipulation and Order - NTSO (CIV)

Comment

Notice of Entry of Stipulation and Order to Extend Discovery Deadlines [Third Request]

03/25/2020 Stipulation and Order to Extend Discovery Deadlines ▼

Stipulation and Order to Extend Discovery Deadlines - SOED (CIV)

Comment

Stipulation and Order to Extend Discovery Deadlines (Fourth Request) and Order Setting Status Check

03/25/2020 Notice of Hearing ▼

Notice of Hearing - NOH (CIV)

Comment

Notice of Hearing

03/25/2020 Notice of Entry of Stipulation and Order ▼

Notice of Entry of Stipulation and Order - NTSO (CIV)

Comment

Notice of Entry of Stipulation and Order to Extend Discovery
Deadlines [Fourth Request] and Order Setting Status Check

04/13/2020 Motion to Compel ▼

Motion to Compel - MCOM (CIV)

Comment

Defendants Pamela Egan, Basil Dibsie, Linda Mattoon, Bobbette
Bond, Tom Zumbotel, and Kathleen Silver's Motion to Compel
Production of Lynn Fulstone Documents

04/14/2020 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

Notice of Hearing

04/17/2020 Minute Order ▼

Minute Order

Judicial Officer

Williams, Timothy C.

Hearing Time

8:00 AM

Result

Minute Order - No Hearing Held

Comment

re: 4/30/20 Hearing

04/22/2020 Joinder To Motion ▼

Joinder To Motion - JMOT (CIV)

Comment

Joinder by Defendants Unite Here Health and Nevada Health
Solutions, LLC in Defendants Pamela Egan, Basil Dibsie, Linda
Mattoon, Bobbette Bond, Tom Zumtobel, and Kathleen Silver's
Motion to Compel Production of Lynn Fulstone Documents

04/22/2020 Joinder To Motion ▼

Joinder - JOIN (CIV)

Comment

Defendants Pamela Egan, Basil Dibsie, Linda Mattoon, Bobbette Bond, Tom Zumbotel, and Kathleen Silver's Joinder to Unite Here Health and Nevada Health Solutions, LLC's Joinder to Motion to Compel Production of Lynn Fulstone Documents

04/27/2020 Opposition to Motion to Compel ▼

Opposition to Motion to Compel - OMCM (CIV)

Comment

Plaintiff's Opposition to Defendants Pamela Egan, Basil Dibsie, Linda Mattoon, Bobbette Bond, Tom Zumbotel, and Kathleen Silver's Motion to Compel Production of Lynn Fulstone Documents and Response to Joinder of NHS/UHH and Joinder Thereto

04/28/2020 Status Report ▼

Status Report - SR (CIV)

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Status Report in Anticipation of Telephonic Status Check Hearing Set for April 30, 2020

04/30/2020 Status Check ▼

Minutes - Status Check

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Trial Date Set

Comment

Status Check re Trial Rescheduling based on 3/25/20 SAO to Extend Discovery Deadlines

Parties Present ▲

Plaintiff

Attorney: Ferrario, Mark E., ESQ

Attorney: Prunty, Donald L.

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Bailey, John R

Attorney: Liebman, Joseph A.

Attorney: Bonham, Suzanna C.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Bailey, John R

Attorney: Liebman, Joseph A.

05/13/2020 Stipulation and Order to Extend Discovery Deadlines ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order to Extend Discovery Deadlines (Fifth Request)

05/13/2020 Amended Order Setting Jury Trial ▼

Amended Order Setting Jury Trial - ARJT (CIV)

Comment

4th Amended Order Setting Jury Trial

05/14/2020 Notice of Rescheduling of Hearing ▼

Notice of Rescheduling of Hearing - NORH (CIV)

Comment

Notice of Rescheduling Hearing

05/18/2020 Notice of Entry of Stipulation and Order ▼

Notice of Entry of Stipulation and Order - NTSO (CIV)

Comment

Notice of Entry of Stipulation and Order to Extend Discovery
Deadlines [Fifth Request]

06/08/2020 Minute Order ▼

Minute Order

Judicial Officer

Williams, Timothy C.

Hearing Time

8:00 AM

Result

Minute Order - No Hearing Held

Comment

Minute Order re: Hearing on 6/17/20 at 9:30 a.m.

06/11/2020 Motion to Seal/Redact Records ▼

Motion to Seal/Redact Records - MSRC (CIV)

Comment

Defendant's Pamela Egan, Basil Dibsie, Linda Mattoon, Bobbette Bond, Tom Zumtobel, and Kathleen Silver's Motion to Seal Reply in Support of Motion to Compel Production of Lynn Fulstone Documents on Order Shortening Time

06/15/2020 Minute Order ▼

Minute Order

Judicial Officer

Williams, Timothy C.

Hearing Time

8:00 AM

Result

Minute Order - No Hearing Held

Comment

Minute Order re: Hearing on 6/24/20 at 9:00 a.m.

06/15/2020 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order Regarding Defendant's Motion to Seal The Reply in Support of Motion to Compel Production of Lynn Fulstone Documents on Order Shortening Time

06/15/2020 Notice of Entry of Stipulation and Order ▼

Notice of Entry of Stipulation and Order - NTSO (CIV)

Comment

NOTICE OF ENTRY OF ORDER

06/16/2020 Filed Under Seal ▼

Comment

SEALED PER ORDER WITHIN (last page) Defendants Pamela Egan, Basil Dibsie, Linda Mattoon, Bobbette Bond, Tom Zumbotel, and Kathleen Silver's Reply in Support of Motion to Compel Production of Lynn Fulstone Documents (Filed Under Seal)

06/16/2020 Joinder ▼

Joinder - JOIN (CIV)

Comment

Joinder by Defendants Unite Here Health and Nevada Health Solutions, LLC in Defendants Pamela Egan, Basil Dibsie, Linda Mattoon, Bobbette Bond, Tom Zumtobel, and Kathleen Silver's Reply in Support of Motion to Compel Productions of Lynn Fulstone Documents

06/17/2020 Motion to Seal/Redact Records ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Cancel Reason

Vacated - per Stipulation and Order

Comment

Defendants Pamela Egan, Basil Dibsie, Linda Mattoon, Bobbette Bond, Tom Zumtobel, and Kathleen Silver's Motion to Seal Reply in Support of Motion to Compel Production of Lynn Fulstone Documents on OST

06/24/2020 Motion to Compel ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Motion Denied

Comment

Defendants Pamela Egan, Basil Dibsie, Linda Mattoon, Bobbette Bond, Tom Zumbotel, and Kathleen Silver's Motion to Compel Production of Lynn Fulstone Documents

06/24/2020 Joinder ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Denied

Comment

Defendants Pamela Egan, Basil Dibsie, Linda Mattoon, Bobbette Bond, Tom Zumbotel, and Kathleen Silver's Joinder to Unite Here Health and Nevada Health Solutions, LLC's Joinder to Motion to Compel Production of Lynn Fulstone Documents

06/24/2020 Joinder ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Motion Denied

Comment

Joinder by Defendants Unite Here Health and Nevada Health Solutions, LLC in Defendants Pamela Egan, Basil Dibsie, Linda Mattoon, Bobbette Bond, Tom Zumbotel, and Kathleen Silver's Reply in Support of Motion to Compel Productions of Lynn Fulstone Documents

06/24/2020 All Pending Motions ▼

Minutes - All Pending Motions

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Matter Heard

Parties Present ▲

Plaintiff

Attorney: Ferrario, Mark E., ESQ

Attorney: Prunty, Donald L.

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Bailey, John R

Attorney: Bonham, Suzanna C.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Bailey, John R

07/10/2020 Stipulation and Order ▼

Stipulation and Order - SAO (CIV)

Comment

Stipulation and Order Allowing for Additional Affirmative
Defenses for Certain Defendants

07/10/2020 Notice of Entry of Stipulation and Order ▼

Notice of Entry of Stipulation and Order - NTSO (CIV)

Comment
 Notice of Entry of Stipulation and Order Allowing for Additional
 Affirmative Defenses for Certain Defendants

07/17/2020 Motion ▼

Motion - MOT (CIV)

Comment
 Defendants' Joint Motion to Extend Deadline for Defendants'
 Expert Disclosures (And Other Associated Deadlines) Due to
 Covid-19 Pandemic on Order Shortening Time

07/29/2020 Minute Order ▼

Minute Order

Judicial Officer

Williams, Timothy C.

Hearing Time

8:00 AM

Result

Minute Order - No Hearing Held

Comment

Minute Order re: Hearing on 8/5/20 at 9:00 a.m.

07/30/2020 Opposition to Motion ▼

Opposition to Motion - OPPM (CIV)

Comment
 Plaintiff's Opposition to Defendants United Here Health and
 Nevada Health Solutions LLC's Motion to Extend Deadline for
 Defendants' Expert Disclosures on Order Shortening Time (Third
 Request)

08/04/2020 Reply in Support ▼

Reply in Support - RIS (CIV)

Comment
 Defendants' Reply in Support of their Joint Motion to Extend
 Deadline for Defendants' Expert Disclosures (and Other
 Associated Deadlines) Due to COVID-19 Pandemic (Third
 Request)

08/05/2020 Status Check ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Matter Continued

Comment

Status Check: Status of Discovery/Case Schedule

08/05/2020 Motion ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Motion Granted

Comment

DEFENDANTS JOINT MOTION TO EXTEND DEADLINE FOR
DEFENDANTS EXPERT DISCLOSURES (AND OTHER
ASSOCIATED DEADLINES) DUE TO COVID-19 PANDEMIC ON
ORDER SHORTENING TIME (Third Request)

08/05/2020 All Pending Motions ▼

Minutes - All Pending Motions

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Result

Minute Order - No Hearing Held

Parties Present ▲

Plaintiff

Attorney: Ferrario, Mark E., ESQ

Attorney: Prunty, Donald L.

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Brown, Russell B

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Pruitt, Mathew, ESQ

Defendant

Attorney: Bailey, John R

Attorney: Bonham, Suzanna C.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Nakamura Ochoa, Angela T.

Defendant

Attorney: Bailey, John R

08/10/2020 Minute Order ▼

Minute Order

Judicial Officer

Williams, Timothy C.

Hearing Time

8:00 AM

Result

Minute Order - No Hearing Held

Comment

Minute Order re: Motion to Compel and Joinders

08/11/2020 Order Granting Motion ▼

Order Granting Motion - OGM (CIV)

Comment

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

08/13/2020 Notice of Entry of Order ▼

Notice of Entry of Order - NEOJ (CIV)

Comment

Notice of Entry of 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

09/17/2020 Pretrial/Calendar Call ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

10:30 AM

Cancel Reason

Vacated

10/05/2020 Jury Trial ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:30 AM

Cancel Reason

Vacated

10/15/2020 Motion for Leave to File ▼

Motion for Leave to File - MLEV (CIV)

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion for Leave to File Third-Party Complaint

10/15/2020 Appendix ▼

Appendix - APEN (CIV)

Comment

Appendix of Exhibits to Defendants Unite Here Health and Nevada Health Solutions, LLC s Motion for Leave to File Third-Party Complaint, Volume 1 of 2

10/15/2020 Appendix ▼

Appendix - APEN (CIV)

Comment

Appendix of Exhibits to Defendants Unite Here Health and Nevada Health Solutions, LLC s Motion for Leave to File Third-Party Complaint, Volume 2 of 2

10/16/2020 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

Notice of Hearing

10/16/2020 Motion for Leave to File ▼

Motion for Leave to File - MLEV (CIV)

Comment

Plaintiff's Motion for Leave to File Second Amended Complaint

10/16/2020 Joinder To Motion ▼

Joinder To Motion - JMOT (CIV)

Comment

Defendants Pamela Egan, Basil Dibsie, Linda Mattoon, Bobbette Bond, Tom Zumtobel, and Kathleen Silver's Joinder to Unite Here Health and Nevada Health Solutions, LLC's Motion for Leave to File Third-Party Complaint

10/19/2020 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

Notice of Hearing

10/19/2020 Motion to Consolidate ▼

Motion to Consolidate - MCSD (CIV)

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Consolidate Case No. A-20-816161-C

10/19/2020 Appendix ▼

Appendix - APEN (CIV)

Comment

Appendix of Exhibits to Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Consolidate Case No. A-20-816161-C

10/20/2020 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

Notice of Hearing

10/20/2020 Motion to Seal/Redact Records ▼

Motion to Seal/Redact Records - MSRC (CIV)

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to: (1) Redact the Motion to Strike Jury Demand; and (2) Seal Exhibits A, B, C, D, and E to the Appendix to the Motion to Strike Jury Demand

10/20/2020 Motion to Strike ▼

Motion to Strike - MSTR (CIV)

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Strike Jury Demand

10/20/2020 Appendix ▼

Appendix - APEN (CIV)

Comment

Appendix of Exhibits to Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Strike Jury Demand - Volume 4 of 4

10/20/2020 Temporary Seal Pending Court Approval ▼

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Strike Jury Demand - Filed Under Seal

10/20/2020 Temporary Seal Pending Court Approval ▼

Comment

Appendix of Exhibits to Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Strike Jury Demand - Volume 1 of 4 - Filed Under Seal

10/20/2020 Temporary Seal Pending Court Approval ▼

Comment

Appendix of Exhibits to Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Strike Jury Demand - Volume 2 of 4 - Filed Under Seal

10/20/2020 Temporary Seal Pending Court Approval ▼

Comment

Appendix of Exhibits to Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Strike Jury Demand - Volume 3 of 4 - Filed Under Seal

10/21/2020 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

Notice of Hearing

10/21/2020 Clerk's Notice of Hearing ▼

Clerk's Notice of Hearing - CNOC (CIV)

Comment

Notice of Hearing

10/21/2020 Motion for Partial Summary Judgment ▼

Motion for Partial Summary Judgment - MPSJ (CIV)

Comment

Defendants Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie and Linda Mattoon's Motion for Partial Judgment on the Pleadings Pursuant to NRCP12(c)

11/18/2020 Motion for Leave ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion for Leave to File Third-Party Complaint

11/18/2020 Motion for Leave ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Comment

Plaintiff's Motion for Leave to File Second Amended Complaint

11/18/2020 Joinder ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Comment

Defendants Pamela Egan, Basil Dibsie, Linda Mattoon, Bobbette Bond, Tom Zumtobel, and Kathleen Silver's Joinder to Unite Here Health and Nevada Health Solutions, LLC's Motion for Leave to File Third-Party Complaint

11/18/2020 Motion to Consolidate ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Consolidate Case No. A-20-816161-C

12/02/2020 Motion to Strike ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Strike Jury Demand

12/02/2020 Motion to Seal/Redact Records ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:00 AM

Comment

Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to: (1) Redact the Motion to Strike Jury Demand; and (2) Seal Exhibits A, B, C, D, and E to the Appendix to the Motion to Strike Jury Demand

04/22/2021 Pretrial/Calendar Call ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

10:30 AM

05/03/2021 Jury Trial ▼

Judicial Officer

Williams, Timothy C.

Hearing Time

9:30 AM

Financial

Nevada Commissioner of Insurance

Total Financial Assessment	\$450.00
Total Payments and Credits	\$450.00

11/9/2017	Transaction Assessment	\$450.00
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11/9/2017	Efile Payment	Receipt # 2017-85300-CCCLK	Nevada Commissioner of Insurance	(\$450.00)
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Milliman Inc

Total Financial Assessment	\$1,591.00
Total Payments and Credits	\$1,591.00

9/28/2017	Transaction Assessment	\$283.00
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9/28/2017	Efile Payment	Receipt # 2017-75157-CCCLK	Milliman Inc	(\$283.00)
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9/28/2017	Transaction Assessment	\$1,260.00
-----------	------------------------	------------

9/28/2017	Efile Payment	Receipt # 2017-75210-CCCLK	Milliman Inc	(\$1,260.00)
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10/23/2017	Transaction Assessment	\$48.00
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10/23/2017	Payment (Mail)	Receipt # 2017-32749-FAM	CAIDAN MANAGEMENT COMPANY	(\$48.00)
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Millennium Consulting Services LLC

Total Financial Assessment	\$1,507.50
Total Payments and Credits	\$1,507.50

10/30/2017	Transaction Assessment			\$1,486.50
10/30/2017	Efile Payment	Receipt # 2017- 82377- CCCLK	Millennium Consulting Services LLC	(\$1,486.50)
10/30/2017	Transaction Assessment			\$3.50
10/30/2017	Efile Payment	Receipt # 2017- 82379- CCCLK	Millennium Consulting Services LLC	(\$3.50)
1/9/2018	Transaction Assessment			\$3.50
1/9/2018	Efile Payment	Receipt # 2018- 02163- CCCLK	Millennium Consulting Services LLC	(\$3.50)
4/13/2018	Transaction Assessment			\$3.50
4/13/2018	Efile Payment	Receipt # 2018- 25807- CCCLK	Millennium Consulting Services LLC	(\$3.50)
10/16/2018	Transaction Assessment			\$3.50
10/16/2018	Efile Payment	Receipt # 2018- 68904- CCCLK	Millennium Consulting Services LLC	(\$3.50)
3/20/2019	Transaction Assessment			\$3.50
3/20/2019	Efile Payment	Receipt # 2019- 17594- CCCLK	Millennium Consulting Services LLC	(\$3.50)
5/20/2019	Transaction Assessment			\$3.50

5/20/2019	Efile Payment	Receipt # 2019- 30731- CCCLK	Millennium Consulting Services LLC	(\$3.50)
Larson & Company PC				
	Total Financial Assessment			\$1,483.00
	Total Payments and Credits			\$1,483.00
11/2/2017	Transaction Assessment			\$1,483.00
11/2/2017	Efile Payment	Receipt # 2017- 83378- CCCLK	Larson & Company PC	(\$1,483.00)
Larson, Dennis T				
	Total Financial Assessment			\$1,513.00
	Total Payments and Credits			\$1,513.00
10/4/2017	Transaction Assessment			\$253.00
10/4/2017	Efile Payment	Receipt # 2017- 76546- CCCLK	Larson, Dennis T	(\$253.00)
10/17/2017	Transaction Assessment			\$1,260.00
10/17/2017	Payment (Mail)	Receipt # 2017- 79458- CCCLK	Meyers McConnell Reisz Siderman	(\$1,260.00)
InsureMonkey Inc				
	Total Financial Assessment			\$623.00
	Total Payments and Credits			\$623.00
6/6/2018	Transaction Assessment			\$200.00
6/6/2018	Efile Payment	Receipt # 2018- 37799- CCCLK	InsureMonkey Inc	(\$200.00)
6/25/2019	Transaction Assessment			\$223.00

6/25/2019	Efile Payment	Receipt # 2019- 38760- CCCLK	InsureMonkey Inc	(\$223.00)
9/30/2019	Transaction Assessment			\$200.00
9/30/2019	Efile Payment	Receipt # 2019- 59632- CCCLK	InsureMonkey Inc	(\$200.00)
Rivlin, Alex				
	Total Financial Assessment			\$1,513.00
	Total Payments and Credits			\$1,513.00
10/10/2017	Transaction Assessment			\$1,513.00
10/10/2017	Efile Payment	Receipt # 2017- 78021- CCCLK	Rivlin, Alex	(\$1,513.00)
Nevada Health Solutions LLC				
	Total Financial Assessment			\$1,483.00
	Total Payments and Credits			\$1,483.00
10/30/2017	Transaction Assessment			\$1,483.00
10/30/2017	Efile Payment	Receipt # 2017- 82467- CCCLK	Nevada Health Solutions LLC	(\$1,483.00)
Silver, Kathleen				
	Total Financial Assessment			\$1,833.00
	Total Payments and Credits			\$1,833.00
1/18/2018	Transaction Assessment			\$1,633.00
1/18/2018	Efile Payment	Receipt # 2018- 04363- CCCLK	Silver, Kathleen	(\$1,633.00)
10/21/2020	Transaction Assessment			\$200.00
10/21/2020	Efile Payment	Receipt # 2020- 59555- CCCLK	Silver, Kathleen	(\$200.00)
Unite Here Health				
	Total Financial Assessment			\$1,260.00

Total Payments and Credits				\$1,260.00
10/22/2018	Transaction Assessment			\$1,260.00
10/22/2018	Efile Payment	Receipt # 2018-70432-CCCLK	Unite Here Health	(\$1,260.00)

Documents

- Document Filed - DOC
- Demand for Jury Trial - DMJT
- Notice - NOTC
- Acceptance of Service - ACSR
- Acceptance of Service - ACSR
- Affidavit of Service - AOS
- Affidavit of Service - AOS
- Affidavit of Service - AOS
- Affidavit of Service - AOS
- Affidavit of Service - AOS
- Motion - MOT
- Notice of Withdrawal - NOW
- Acceptance of Service - ACSR
- Acceptance of Service - ACSR
- Acceptance of Service - ACSR
- Affidavit of Service - AOS
- Notice of Appearance - NOTA
- Initial Appearance Fee Disclosure - IAFD
- Notice of Department Reassignment - NODR
- Notice of Appearance - NOTA
- Initial Appearance Fee Disclosure - IAFD
- Affidavit of Service - AOS
- Affidavit of Service - AOS
- Affidavit of Service - AOS
- Affidavit of Service - AOS

Initial Appearance Fee Disclosure - IAFD
Joinder - JOIN
Answer (Business Court) - ANSBU
Minute Order
Affidavit of Service - AOS
Certificate of Service - CSERV
Opposition to Motion - OPPM
Initial Appearance Fee Disclosure - IAFD
Motion to Dismiss - MDSM
Notice of Appearance - NOTA
Disclosure Statement - DSST
Joinder - JOIN
Initial Appearance Fee Disclosure - IAFD
Joinder - JOIN
Acceptance of Service - ACSR
Joinder to Opposition to Motion - JOPP
Initial Appearance Fee Disclosure - IAFD
Answer - ANS
Joinder to Opposition to Motion - JOPP
Reply - RPLY
Motion to Compel - MCOM
Answer - ANS
Notice of Department Reassignment - NODR
Notice of Department Reassignment - NODR
Business Court Order - BCO (CIV)
Stipulation and Order - SAO (CIV)
Stipulation and Order - SAO (CIV)
Notice of Entry of Stipulation and Order - NTSO (CIV)
Amended Affidavit of Service - AAOS (CIV)
Order Denying Motion - ODM (CIV)
Opposition - OPPS (CIV)
Notice of Entry of Order - NEOJ (CIV)
Stipulation and Order - SAO (CIV)
Notice of Entry of Stipulation and Order - NTSO (CIV)
Opposition - OPPS (CIV)
Association of Counsel - ASSC (CIV)
Motion to Associate Counsel - MASS (CIV)
Errata - ERR (CIV)
Minutes - Motion to Associate Counsel
Reply in Support - RIS (CIV)
Order Granting Motion - OGM (CIV)
Notice of Entry of Order - NEOJ (CIV)

Reply - RPLY (CIV)
Motion to Dismiss - MDSM (CIV)
Initial Appearance Fee Disclosure - IAFD (CIV)
Minutes - Motion to Dismiss
Order - ORDR (CIV)
Minutes - Motion to Compel
Joinder - JOIN (CIV)
Order Setting Civil Jury Trial and Calendar Call - OSCJC (CIV)
Notice of Entry of Order - NEOJ (CIV)
Minutes - All Pending Motions
Stipulation and Order - SAO (CIV)
Notice of Entry - NEO (CIV)
Minutes - Status Check
Substitution of Attorney - SUBT (CIV)
Stipulation and Order - SAO (CIV)
Order Granting Motion - OGM (CIV)
Notice of Entry of Order - NEOJ (CIV)
Motion - MOT (CIV)
Motion - MOT (CIV)
Receipt of Copy - ROC (CIV)
Order - ORDR (CIV)
Response - RSPN (CIV)
Response - RSPN (CIV)
Motion to Reconsider - MRCN (CIV)
Minutes - Status Check
Status Check
Minutes - All Pending Motions
Answer - ANS (CIV)
Opposition to Motion - OPPM (CIV)
Stipulation and Order - SAO (CIV)
Reply in Support - RIS (CIV)
Stipulation and Order - SAO (CIV)
Minutes - Motion For Reconsideration
Order Granting Motion - OGM (CIV)
Notice of Entry of Order - NEOJ (CIV)
Stipulation and Order - SAO (CIV)
Notice of Entry of Stipulation and Order - NTSO (CIV)
Minutes - Minute Order
Minute Order
Supplement to Opposition - STO (CIV)
Motion for Summary Judgment - MSJD (CIV)
Stipulation and Order - SAO (CIV)

Settlement Conference
Opposition - OPPS (CIV)
Notice of Rescheduling of Hearing - NORH (CIV)
Reply in Support - RIS (CIV)
Reply to Opposition - ROPP (CIV)
Stipulation and Order - SAO (CIV)
Stipulation and Order - SAO (CIV)
Order - ORDR (CIV)
Notice of Department Reassignment - NODR (CIV)
Notice of Department Reassignment - NODR (CIV)
Motion to Amend Complaint - MAMC (CIV)
Notice of Change of Hearing - NOCH (CIV)
Errata - ERR (CIV)
Notice of Entry of Order - NEOJ (CIV)
Minutes - Motion For Reconsideration
Minutes - Motion for Summary Judgment
Order Denying Motion - ODM (CIV)
Notice of Entry of Order - NEOJ (CIV)
Notice of Change of Firm Name - NCFN (CIV)
Stipulation and Order - SAO (CIV)
Notice of Entry - NEO (CIV)
Minutes - All Pending Motions
Amended Order Setting Jury Trial - ARJT (CIV)
Order Granting Motion - OGM (CIV)
Notice of Entry of Order - NEOJ (CIV)
Amended Complaint - ACOM (CIV)
Notice of Change of Address - NCOA (CIV)
Ex Parte Motion - EXMT (CIV)
Motion to Dismiss - MDSM (CIV)
Joinder To Motion - JMOT (CIV)
Answer - ANS (CIV)
Answer - ANS (CIV)
Initial Appearance Fee Disclosure - IAFD (CIV)
Opposition - OPPS (CIV)
Minutes - Status Check
Opposition - OPPS (CIV)
Reply in Support - RIS (CIV)
Notice of Hearing - NOH (CIV)
Minutes - Status Check
Minutes - All Pending Motions
Answer - ANS (CIV)
Notice of Rescheduling of Hearing - NORH (CIV)

Minutes - Status Check
Association of Counsel - ASSC (CIV)
Answer - ANS (CIV)
Motion to Seal/Redact Records - MSRC (CIV)
Order Admitting to Practice - ORAP (CIV)
Notice - NOTC (CIV)
Minutes - Motion to Associate Counsel
Minutes - All Pending Motions
Motion to Seal/Redact Records - MSRC (CIV)
Clerk's Notice of Hearing - CNOC (CIV)
Order Granting - ORDG (CIV)
Order - ORDR (CIV)
Motion to Extend Discovery - MTED (CIV)
Notice of Entry of Order - NEOJ (CIV)
Notice of Entry of Order - NEOJ (CIV)
Opposition to Motion - OPPI (CIV)
Opposition to Motion - OPPI (CIV)
Joinder - JOIN (CIV)
Joinder to Opposition to Motion - JOPI (CIV)
Minutes - All Pending Motions
Amended Order Setting Jury Trial - ARJT (CIV)
Order Granting - ORDG (CIV)
Redacted Version
Redacted Version
Answer to Amended Complaint - ANAC (CIV)
Stipulation and Order - SAO (CIV)
Notice of Entry - NEO (CIV)
Answer - ANS (CIV)
Substitution of Attorney - SUBT (CIV)
Motion to Stay - MSTY (CIV)
Motion to Extend - MEX (CIV)
Appendix - APEN (CIV)
Errata - ERR (CIV)
Motion to Seal/Redact Records - MSRC (CIV)
Clerk's Notice of Hearing - CNOC (CIV)
Joinder To Motion - JMOT (CIV)
Joinder To Motion - JMOT (CIV)
Joinder To Motion - JMOT (CIV)
Joinder To Motion - JMOT (CIV)
Joinder To Motion - JMOT (CIV)
Opposition to Motion - OPPI (CIV)
Opposition to Motion - OPPI (CIV)

Minutes - All Pending Motions
Motion for Leave to File - MLEV (CIV)
Supplemental Brief - SB (CIV)
Appendix - APEN (CIV)
Appendix - APEN (CIV)
Appendix - APEN (CIV)
Order Shortening Time - OST (CIV)
Supplemental - SUPP (CIV)
All Pending Motions
Reply - RPLY (CIV)
Order Granting Motion - OGM (CIV)
Order - ORDR (CIV)
Motion for Summary Judgment - MSJD (CIV)
Notice of Entry of Order - NEOJ (CIV)
Notice of Entry of Order - NEOJ (CIV)
Clerk's Notice of Hearing - CNOC (CIV)
Minutes - All Pending Motions
Stipulation and Order - SAO (CIV)
Notice of Entry of Order - NEOJ (CIV)
Opposition to Motion - OPPM (CIV)
Order Granting - ORDG (CIV)
Order Granting - ORDG (CIV)
Notice of Entry of Order - NEOJ (CIV)
Notice of Entry of Order - NEOJ (CIV)
Motion in Limine - MLIM (CIV)
Clerk's Notice of Hearing - CNOC (CIV)
Status Report - SR (CIV)
Status Report - SR (CIV)
Minutes - Status Check
Opposition to Motion in Limine - OML (CIV)
Stipulation and Order - SAO (CIV)
Notice of Entry of Order - NEOJ (CIV)
Notice of Rescheduling of Hearing - NORH (CIV)
Amended Order Setting Jury Trial - ARJT (CIV)
Affidavit of Service - AOS (CIV)
Minutes - Status Check
Amended Order - AMOR (CIV)
Stipulation and Order - SAO (CIV)
Notice of Entry of Order - NEOJ (CIV)
Stipulation and Order - SAO (CIV)
Notice of Entry of Stipulation and Order - NTSO (CIV)
Notice of Rescheduling of Hearing - NORH (CIV)

Reply to Opposition - ROPP (CIV)
Order - ORDR (CIV)
Stipulation and Order - SAO (CIV)
Notice of Entry of Order - NEOJ (CIV)
Notice of Entry of Stipulation and Order - NTSO (CIV)
Minutes - Motion for Summary Judgment
Motion - MOT (CIV)
Appendix - APEN (CIV)
Opposition to Motion - OPPM (CIV)
Stipulation and Order - SAO (CIV)
Minutes - Motion to Extend Discovery
Notice of Entry of Stipulation and Order - NTSO (CIV)
Stipulation and Order to Extend Discovery Deadlines - SOED (CIV)
Notice of Hearing - NOH (CIV)
Notice of Entry of Stipulation and Order - NTSO (CIV)
Motion to Compel - MCOM (CIV)
Clerk's Notice of Hearing - CNOC (CIV)
Minute Order
Joinder To Motion - JMOT (CIV)
Joinder - JOIN (CIV)
Opposition to Motion to Compel - OMCM (CIV)
Status Report - SR (CIV)
Minutes - Status Check
Stipulation and Order - SAO (CIV)
Amended Order Setting Jury Trial - ARJT (CIV)
Notice of Rescheduling of Hearing - NORH (CIV)
Notice of Entry of Stipulation and Order - NTSO (CIV)
Minute Order
Motion to Seal/Redact Records - MSRC (CIV)
Stipulation and Order - SAO (CIV)
Notice of Entry of Stipulation and Order - NTSO (CIV)
Minute Order
Joinder - JOIN (CIV)
Minutes - All Pending Motions
Stipulation and Order - SAO (CIV)
Notice of Entry of Stipulation and Order - NTSO (CIV)
Motion - MOT (CIV)
Minute Order
Opposition to Motion - OPPM (CIV)
Reply in Support - RIS (CIV)
Minutes - All Pending Motions
Minute Order

Order Granting Motion - OGM (CIV)
Notice of Entry of Order - NEOJ (CIV)
Motion for Leave to File - MLEV (CIV)
Appendix - APEN (CIV)
Appendix - APEN (CIV)
Clerk's Notice of Hearing - CNOC (CIV)
Motion for Leave to File - MLEV (CIV)
Joinder To Motion - JMOT (CIV)
Clerk's Notice of Hearing - CNOC (CIV)
Motion to Consolidate - MCSD (CIV)
Appendix - APEN (CIV)
Clerk's Notice of Hearing - CNOC (CIV)
Motion to Seal/Redact Records - MSRC (CIV)
Motion to Strike - MSTR (CIV)
Appendix - APEN (CIV)
Clerk's Notice of Hearing - CNOC (CIV)
Clerk's Notice of Hearing - CNOC (CIV)
Motion for Partial Summary Judgment - MPSJ (CIV)

Exhibit 8

Steven D. Grierson

ORIGINAL

MEX (CIV)

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Attorneys for Defendants

UNITE HERE HEALTH AND

NEVADA HEALTH SOLUTIONS, LLC

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 Liability Company; PAMELA

Case No. A-17-760558-C

Dept. No. XVI

**DEFENDANTS UNITE HERE HEALTH
AND NEVADA HEALTH SOLUTIONS,
LLC'S MOTION TO EXTEND EXPERT
DISCLOSURE DEADLINE ON ORDER
SHORTENING TIME**

(First Request)

DEPARTMENT XVI
NOTICE OF HEARING
DATE 8-27-19 TIME 9:00 AM
APPROVED BY CJL

AUG 20 2019

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.

**DEFENDANTS UNITE HERE HEALTH AND NEVADA HEALTH SOLUTIONS, LLC'S
MOTION TO EXTEND EXPERT DISCLOSURE DEADLINE
ON ORDER SHORTENING TIME**

Defendants Unite Here Health ("UHH") and Nevada Health Solutions, LLC ("NHS") (collectively "Defendants") respectfully move the Court to extend Defendants' current deadline for disclosure of initial and rebuttal expert witnesses (the "Motion"). Defendants were served with Plaintiff's Disclosures of Expert Witnesses Pursuant to N.R.C.P. 16.1 at 12:00 am on July 31, 2019. Plaintiff designated four (4) expert witnesses, each of which relied upon thousands of documents in preparing extensive expert reports that include multiple conclusory opinions; however, in violation of Rule 16.1(b), Plaintiff failed to include significant facts and data with its experts' reports and failed to provide and/or reasonably identify hundreds of exhibits and documents relied upon by its experts that had not previously been provided. In fact, there are numerous facts, data and documents required to be produced by N.R.C.P. 16.1(b) that still remain outstanding.

Moreover, on August 5, 2019, a week after Plaintiff's expert disclosure deadline, Plaintiff produced a 39 page report titled "Special Deputy Receiver's Report for Nevada Health CO-OP, Causation and Damages for Key Vendors Unite Here Health, Nevada Health Solutions, and InsureMonkey" that is marked "DRAFT" (the "SDR Draft Report"). By virtue of the SDR Draft Report, Defendants first learned that thousands of claims were re-adjudicated; however, the Special Deputy Receiver failed to disclose the methodology used for re-adjudication of these claims, the individuals who re-adjudicated the claims, or the supporting documentation for the re-adjudication.

Even worse, the SDR Draft Report was somehow relied upon by at least one of Plaintiff's experts, Henry Osowski, despite not being timely produced on July 30, 2019. Further, the "SDR

1 Draft Report contains over 100 footnotes, most with documents that have not been provided to
2 Defendants and that cannot be identified by Defendants based on the references in the report.
3 Additionally, the Special Deputy Receiver relied on the review of over 3500 “instances” of alleged
4 overpayments¹ based on the re-adjudication of claims to formulate opinions related to improper
5 claims processing by Defendants, but failed to identify what those “instances” are or provide them
6 to Defendants for review and testing. Notably, the last page of the report is a “List of Documents
7 Reviewed” that fails to list any documents and instead states “COMPLETE LISTING OF
8 DOCUMENTS TO BE PROVIDED AT A LATER DATE.” Defendants have yet to receive a
9 complete listing of documents. Lastly, the Special Deputy Receiver states that he “relie[d] upon
10 certain work product produced by NHC and receivership staff, with such work product to be
11 uploaded into the applicable electronic litigation database as necessary to advise the purposes of the
12 Receiver’s litigation.” Despite this statement, this “work product” has not been produced/uploaded
13 and/or is not reasonably identifiable.

14 Due to the amount of documentation that Defendants’ experts have been unable to examine
15 and their inability to review the thousands of claims that Plaintiff’s experts (including the Special
16 Deputy Receiver) reviewed over the past several years, Defendants’ experts will be unable to
17 complete their review of Plaintiff’s experts’ opinions and supporting documentation in sufficient
18 time to provide initial and rebuttal opinions by the current deadline of August 29, 2019.² Through a
19 separate motion, Defendants will seek to compel any and all documents and information reviewed,
20 vetted, tested and/or relied upon by Plaintiff’s experts, including the Special Deputy Receiver, in
21 formulating their opinions. In this Motion, Defendants request additional time to obtain this
22 documentation (which should have been produced months ago) and provide their experts with
23 sufficient time to review, analyze, and opine regarding these thousands of unidentified claims..

24 This Motion is based upon EDCR 2.35, the accompanying Memorandum of Points and
25 Authorities, the Declaration of Suzanna C. Bonham and the supporting evidence attached hereto, and
26

27 ¹ See SDR Report at page 7, to be filed under seal with an errata due to Plaintiff’s “Attorney Eyes Only” designation.
Defendants dispute the designation but will comply at this time.

28 ² See Declaration of Christina Melnykovych, attached hereto as **Exhibit A**.


any oral arguments that the Court may hear.

DATED this 19th day of August, 2019.

SEYFARTH SHAW LLP

By: /s/ Suzanna C. Bonham
SUZANNA C. BONHAM
EMMA C. MATA

BAILEY ♦ KENNEDY

By:  *NV Bar No. 11576 for*
JOHN BAILEY
Joseph A. Liebman

*Attorneys for Defendants Unite Here Health
and Nevada Health Solutions, LLC*

APPLICATION FOR ORDER SHORTENING TIME

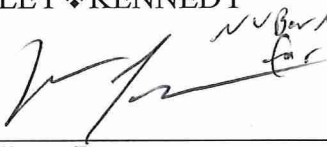
Pursuant to EDCR 2.26, Defendants hereby apply for an Order Shortening Time for their Motion to Extend Deadline for Expert Disclosures to be heard, which is based on the following Declaration of Suzanna C. Bonham.

DATED this 19th day of August, 2019.

SEYFARTH SHAW LLP

By: /s/ Suzanna C. Bonham
SUZANNA C. BONHAM
EMMA C. MATA

BAILEY ♦ KENNEDY

By:  *NV Bar No. 11576 for*
JOHN BAILEY
Joseph A. Liebman

*Attorneys for Defendants Unite Here Health
and Nevada Health Solutions, LLC*

DECLARATION OF SUZANNA C. BONHAM

I, Suzanna C. Bonham, counsel for Defendants in the above-captioned matter, declare as follows:

1. Defendants were served with Plaintiff's Disclosures of Expert Witnesses Pursuant to N.R.C.P. 16.1 at 12:01 a.m. on July 31, 2019.

2. Plaintiff designated four (4) expert witnesses, each of which provided extensive expert reports with multiple opinions and relied upon thousands of documents, including hundreds of documents which were not produced and/or reasonably identified to Defendants with Plaintiff's expert reports or before Plaintiff's expert disclosures.

3. On August 5, 2019, a week after Plaintiff's expert disclosure deadline, Plaintiff produced a 39 page report titled "Special Deputy Receiver's Report for Nevada Health CO-OP, Causation and Damages for Key Vendors Unite Here Health, Nevada Health Solutions, and InsureMonkey" that is marked "DRAFT" and was heavily relied upon by at least one of Plaintiff's experts, Henry Osowski.

4. The Special Deputy Receiver's Report contains over 100 footnotes, most with documents that have not been provided to Defendants and that cannot be identified by Defendants based on the references in the report.

5. Additionally, the Special Deputy Receiver relied on the review of over 3500 "instances" of alleged overpayments to formulate opinions related to alleged improper claims processing by Defendants, but failed to identify what those "instances" are or provide documentation to Defendants for review and testing.

6. The last page of the report is a "List of Documents Reviewed" that fails to list any documents and instead states "COMPLETE LISTING OF DOCUMENTS TO BE PROVIDED AT A LATER DATE."

7. Defendants have yet to receive a complete listing of documents relied upon by the Special Deputy Receiver.

8. The Special Deputy Receiver states that he "relie[d] upon certain work product produced by NHC and receivership staff, with such work product to be uploaded into the applicable

1 electronic litigation database as necessary to advise the purposes of the Receiver's litigation."
2 Despite this statement, this "work product" has not been produced/uploaded and/or is not reasonably
3 identifiable.

4 9. Due to the amount of documentation that Defendants' experts have been unable to
5 examine and their inability to review the thousands of claims Plaintiff's experts (including the
6 Special Deputy Receiver) have reviewed, Defendants' experts will be unable to complete their
7 review of Plaintiff's experts' opinions and supporting documentation in sufficient time to provide
8 initial and rebuttal opinions by the current deadline of August 29, 2019.

9 10. An Order Shortening Time scheduling a hearing before August 29, 2019 is necessary
10 because if this Motion is heard in the ordinary course, it will be decided after the current deadline
11 for Defendants' Expert Disclosures. Defendants have submitted a Motion to Stay on Order
12 Shortening Time, and request that this Motion be heard at the same hearing.

13 11. Defendants have conferred with Plaintiff regarding this Motion and Plaintiff is
14 opposed. All other defendants agree with this Motion.

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

17
18 EXECUTED this 19th day of August, 2019.

19
20 
21 SUZANNA C. BONHAM
22
23
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28

ORDER SHORTENING TIME


THE COURT, having considered Defendants' Application for Order Shortening Time, and the Declaration of Suzanna C. Bonham in support thereof, and good cause appearing,

HEREBY ORDERS that the time for hearing DEFENDANTS' MOTION TO EXTEND EXPERT DISCLOSURE DEADLINE be shortened, and the same shall now be heard on the 27 day of August, 2019, at 9:00 a.m., in Department XVI, or as soon thereafter as counsel can be heard.

DATED this 20 day of August, 2019.


DISTRICT COURT JUDGE
CR

BAILEY ♦ KENNEDY

By:  *Bar No. 11576*
JOHN BAILEY
JOSEPH A. LIEBMAN

*Attorneys for Defendants Unite Here Health
and Nevada Health Solutions, LLC*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On July 31, 2019, Defendants were served with Plaintiff's Disclosures of Expert Witnesses Pursuant to N.R.C.P. 16.1. Plaintiff designated four (4) expert witnesses (Henry Osowski, Mark A. Fish, Suzanne Schlernitzauer, and Joseph J. DeVito) and provided expert reports for each witness that contained multiple conclusory opinions. However, as described above, and in violation of N.R.C.P. 16.1(a)(2)(B), Plaintiff failed to include significant facts and data within its experts' reports and failed to provide and/or reasonably identify hundreds of exhibits and documents relied upon by its experts. N.R.C.P. 16.1(a)(2)(B) specifically states:

(2) Disclosure of Expert Testimony.

...

(B) Witnesses Who Must Provide a Written Report.

Unless otherwise stipulated or ordered by the court, this disclosure must be accompanied by a written report — prepared and signed by the witness — if the witness is one retained or specially employed to provide expert testimony in the case or one whose duties as the party's employee regularly involve giving expert testimony. The report must contain:

- (i) a complete statement of all opinions the witness will express, and the basis and reasons for them;
- (ii) *the facts or data considered by the witness in forming them;*
- (iii) *any exhibits that will be used to summarize or support them;*
- (iv) the witness's qualifications, including a list of all publications authored in the previous ten years;
- (v) a list of all other cases in which, during the previous four years, the witness testified as an expert at trial or by deposition; and
- (vi) a statement of the compensation to be paid for the study and testimony in the case.³

To date, Plaintiff still has not provided all the facts and data considered by each of its experts in formulating their opinions or any exhibits that will be used to summarize or support them. Plaintiff's failure to disclose is especially concerning since UHH specifically requested this information in its First Set of Requests for Production to Plaintiff, served on February 22, 2019, and

³ Nev. R. Civ. P. 16.1(a)(2)(B) (emphasis added).

1 in its First Set of Interrogatories to Plaintiff, served on March 5, 2019.⁴

2 Moreover, the Special Deputy Receiver's report described above (that was produced by
3 Plaintiff a week after Plaintiff's expert disclosure deadline) contains over 100 footnotes, most with
4 references to documents that have not been provided to Defendants and that cannot be identified by
5 Defendants based on the references in the report.⁵ Additionally, the Special Deputy Receiver
6 references over 3500 "instances" of alleged overpayments relied upon to formulate opinions related
7 to improper claims processing by Defendants,⁶ but fails to identify what those "instances" are or
8 provide them to Defendants for review and testing. Notably, the last page of the report is a "List of
9 Documents Reviewed" that fails to list any documents and instead states "COMPLETE LISTING
10 OF DOCUMENTS TO BE PROVIDED AT A LATER DATE." Defendants have yet to receive a
11 complete listing of documents. Lastly, the Special Deputy Receiver states that he "relie[d] upon
12 certain work product produced by NHC and receivership staff, with such work product to be
13 uploaded into the applicable electronic litigation database as necessary to advise the purposes of the
14 Receiver's litigation."⁷ Despite this statement, this "work product" has not been produced/uploaded
15 and/or is not reasonably identifiable from the approximately 2.5 million documents produced by
16 Plaintiff.

17 Good cause exists to extend Defendants' deadline for expert disclosures, as it is necessary
18 for Defendants' experts to review all of the supporting documents and claims information Plaintiff's
19 experts, including the Special Deputy Receiver, relied upon in formulating their opinions.
20 Accordingly, Defendants request that the Court extend Defendants' deadline to disclose experts and
21 provide reports until twelve (12) months after Defendants have received all of the supporting

22 ⁴ See Defendant Unite Here Health's First Set of Requests for Production of Documents to Plaintiff at Requests Nos. 1
23 (Please produce all documents that support your contention that NHC did not timely pay all medical claims as a result of
24 any act or omission by UHH), 2, 65, 66, 109, 134, 172, 183 (All documents in support of your contention that NHC and/or
25 Plaintiff was damaged as a result of any act (or omission) of UHH), 184, 185, 186, attached hereto as **Exhibit B**; see
26 Defendant Unite Here Health's First Set of Interrogatories to Plaintiff at Nos. 1, 2, 3, 4, 7, 8, 20 (Please identify and
describe in detail the facts and circumstances regarding UHH's alleged failure "to timely and accurately process and pay
claims," including identification of the specific claims with respect to this interrogatory), attached hereto as **Exhibit C**;
see Plaintiff's Responses to UHH's First Set of Interrogatories, attached hereto as **Exhibit D**.

27 ⁵ See generally SDR Report, submitted under seal with an errata.

28 ⁶ See SDR Report, at page 7 submitted under seal with an errata.

⁷ See SDR Report, at page 3 submitted under seal with an errata.

documents and claims information they should have already produced. As stated above, a separate Motion to Compel will be filed to address Plaintiff's production deficiencies.

II. INFORMATION REQUIRED BY EDCR 2.35(b)

A. Discovery Completed

The volume of documents produced in this case is massive. Indeed, well in excess of 3 million pages of documents have been produced to date by the parties, and there is still a significant amount of written discovery and production outstanding.

Defendant UHH served Interrogatories and Requests for Production on Plaintiff specifically requesting information regarding experts, damages and the specific claims Plaintiff alleges were improperly processed by Defendants.⁸ Despite assurances that responses would be provided, Plaintiff still has not provided Defendants with the requested information. In fact, Plaintiff has never provided Defendants with a calculation of damages as required by N.R.C.P. 16.1(a)(1)(A)(iv).⁹

Only seven depositions have taken place to date, which includes only 5 of the 18 named parties. Plaintiff's counsel has indicated its desire to take at least 17 more depositions of witnesses (many of whom reside out of state).

To date, in addition to discovery by other defendants in the case, the following written discovery has taken place between Plaintiff, UHH and NHS:

- NHS responded to Plaintiff's First Request for Production on July 18, 2018.
- UHH responded to Plaintiff's First Request for Production on December 5, 2018 and Plaintiff's First Set of Interrogatories on March 4, 2019.
- UHH has produced about 372,000 pages of documents to date with additional documents to be produced.
- NHS has produced about 1300 pages of documents to date.
- UHH propounded its First Set of Request for Production of Documents on February 22, 2019 and First Set of Interrogatories on March 5, 2019. Plaintiff served its Responses on April 12, 2019 after UHH provided NHC an extension.
- Plaintiff has produced about 2.5 million pages of documents to date.

⁸ See Defendant Unite Here Health's First Set of Requests for Production of Documents and First Set of Interrogatories to Plaintiff, attached hereto as **Exhibits B and C**.

⁹ See Plaintiff's 13th Supplemental Disclosures dated August 9, 2019 in which they state that they still cannot complete a total calculation of damages, attached hereto as **Exhibit E**.

- Plaintiff has served 13 supplemental disclosures with Plaintiff's 13th Supplemental Disclosure being served on August 9, 2019.

B. Discovery to be Completed

The following discovery remains:

- Further written discovery (interrogatories, requests for production, and requests for admission).
- Supplement of pending discovery requests with additional documents by Plaintiff, UHH and NHS in addition to third parties.
- Depositions of the pertinent witnesses related to Plaintiff and third parties.
- Expert discovery, including production of all documents and information relied upon by Plaintiff's experts.

C. Reasons That Discovery Has Not Yet Been Completed

As described above, there are an inordinate amount of documents at issue in this case, as it is a particularly complex matter involving thousands of claims and tens of millions of dollars in alleged damages. Moreover, Plaintiff has just now disclosed the SDR Draft Report, which indicated *for the first time* that claims were re-adjudicated throughout 2017, yet Plaintiff still has not produced the requisite underlying information regarding these thousands of claims, which Defendants' experts will need to review and evaluate.¹⁰ The complexity of this case, the large volume amount of documents and information that remains to be exchanged, and the fact that a number of defendants and witnesses in the case are located in different cities and states has complicated matters and slowed down the discovery process considerably.

D. Proposed Expert Disclosure Deadline for Defendants

Defendants propose an extension of their expert disclosure deadline until twelve (12) months after Defendants have received all of the documents relied upon by Plaintiff's experts in order to have the opportunity to review the thousands of claims that were re-adjudicated by Plaintiff's experts or consultants.¹¹ The remaining discovery deadlines will also need to be extended accordingly.

¹⁰ See Declaration of Christina Melnykovich, attached hereto as Exhibit A.

¹¹ See Declaration of Christina Melnykovich, attached hereto as Exhibit A.

E. Current Trial Date

This case is set to be tried on a 6-8 week trial setting on a 5 week stack beginning January 27, 2020. Under the proposed extension of deadlines, the trial date will need to be continued to a later date.¹²

III. LEGAL ARGUMENT

Pursuant to EDCR 2.35, “[s]tipulations or motions to extend any date set by the discovery scheduling order must be in writing and supported by a showing of good cause for the extension and be received by the discovery commissioner within 20 days before the discovery cut-off date or any extension thereof.” EDCR 2.35. In this case, the discovery cut-off date is October 28, 2019 and good cause exists to extend the current expert disclosure deadlines of Defendants’ initial and rebuttal experts, as it is necessary for Defendants’ experts to review and examine all of the supporting documents and claims information Plaintiff’s experts relied upon in formulating their opinions. Specifically, in addition to the significant facts and data within its experts’ reports and the hundreds of exhibits and documents relied upon by its experts that have not yet been provided in violation of N.R.C.P. 16.1(a)(2)(B), as described above, Defendants require the opportunity to review, fully vet, and test the following categories of information relied upon by Plaintiff’s experts:

A. Henry Osowski¹³

- Emails and other correspondence cited throughout Mr. Osowski’s report that have not been produced or have not been identified with sufficient detail to allow Defendants to locate the documents.
- Documents relied upon to formulate his opinions regarding Javelina, including but not limited to, documentation pertaining to its selection, system design and testing. This information is especially necessary since Mr. Osowski asserts intentions and motives by UHH in association with system selection.¹⁴
- The documents and information he relied upon to opine that the damages computed by the Special Deputy Receiver were reasonable, including but not limited to, any and all documents relied upon and examined by the Special Deputy Receiver.

¹² Defendants have also filed a Motion to Stay in this case for issues unrelated to Defendants’ deadline to disclose experts; however, Defendants’ Motion to Stay, if granted, will impact a trial setting in this case and could likely impact and/or limit the type and amount of discovery that will need to be conducted in this case before trial.

¹³ Report of Henry Osowski, attached hereto as **Exhibit F**.

¹⁴ Exhibit F at 9, 17.

Specifically, Mr. Osowski states without any support or references that:

Damage amounts were computed by the Special Deputy Receiver and appear reasonable based on the work I have performed.¹⁵

B. Suzanne Schlernitzauer

- Documents and information reflecting the methodology employed by an unnamed “consulting firm” to identify and draw samples that she reviewed and used to form the basis of her opinions.
- Documents and information reflecting the samples she selected of the “routine diagnostic services that would normally require prior authorizations” and the statistical methodology she used for selection of the group of records.

C. Mark Fish¹⁶

- Documents and information reflecting the sampling processes and methodology he used in formulating his opinions.
- Documentation and information reviewed and relied upon in evaluating the calculations performed by Indegene were reasonable.

Specifically, Dr. Fish states without any support or references that:

FTI has reviewed and found to be reasonable the Indegene revised calculations of risk adjustment for year 2014.¹⁷

FTI has reviewed and found to be reasonable the revised calculations of transitional reinsurance and risk corridor for year 2014.

- Any and all information used by Indegene and the Special Deputy Receiver to perform the calculations referenced by Mr. Fish.

Specially, Mr. Fish states without any support or references that:

Table 7 below shows each of the 3R categories as filed for 2014, based on incomplete claims data, and corresponding figures recalculated using complete claims data as compiled by Indegene, a data management vendor for the risk adjustment calculation, and under the [Special Deputy Receiver’s] direction for transitional reinsurance and risk corridor calculations for year 2014.¹⁸

¹⁵ Exhibit F at 44.

¹⁶ Report of Mark Fish, attached hereto at **Exhibit G**.

¹⁷ Exhibit G at FN60.

¹⁸ Exhibit G at 22.

D. Special Deputy Receiver (“SDR”)

- The information, including but not limited to, claims, documentation (emails, correspondence, contracts, etc.) and notes and/or reports, used, tested and relied upon by the SDR or at his direction (or on his behalf) in the re-adjudication of claims performed.

Specifically the Special Deputy Receiver states the following despite not providing a list of the document citations, not identifying documents in footnotes and not producing/uploading to any database:

The **List of Documents Reviewed**, located at the end of this report, provides citation to the particular documents relied upon. This report also relies upon certain work product produced by NHC and receivership staff, with such work product to be uploaded into the applicable electronic litigation database as necessary to advise the purposes of the Receiver’s litigation. Footnotes to documents relied upon are also provided where necessary.¹⁹

- Documents and information reflecting any parallel claims system that was set up or developed for loading and evaluating eligibility, plan information and/or claims adjudication retrospectively, including all documents relied upon to set up same.
- Documentation and information that demonstrate all of the steps that were taken by the SDR in ascertaining that the allegations in this case are substantiated.
- Access to the re-adjudicated claims in the claim system, including the 3,549 “instances” of alleged overpayments the SDR references in the SDR Draft Report.²⁰
- Access to Javelina and the claims adjudicated in Javelina by UHH and NHC.

It is evident from Plaintiff’s disclosures and expert reports that it had at least three (3) years to gather information and perform various activities in support of its experts’ opinions in this case. Specifically, the Receiver assumed responsibility of the CO-OP on October 15, 2015 and at least two of its experts (Fish and DeVito) were retained in 2016. Based on the amount of information reviewed, vetted, and tested by Plaintiff’s experts before providing its opinions, it would be unreasonable and prejudicial to require Defendants to review, evaluate, and rebut Plaintiff’s experts’ opinions within 30 days, especially in light of the fact that they are missing a significant portion of the information reviewed and relied upon by Plaintiff’s experts.

Defendants’ expert - Christina Melnykovich - has already been diligent in reviewing thousands of documents in this case, in addition to Plaintiff’s claims in its Amended Complaint and

¹⁹ SDR Report at 3.

²⁰ SDR Report at 7.

1 Plaintiff's expert reports and materials specifically referenced in the expert reports that have been
2 produced. What remains to be done, however, is the review of all documents and data reviewed
3 and/or relied upon by Plaintiff's experts as well as the documents specifically reviewed and relied
4 upon in preparation of the SDR Draft Report to evaluate the opinions and conclusions of Plaintiff's
5 experts and the work performed by and/or for the experts and Special Deputy Receiver, including
6 the methodology used and individuals performing such work.²¹ She cannot because it has not been
7 produced. Accordingly, Defendants request (and all of the other defendants agree) that the Court
8 should extend Defendants' current expert disclosure deadline until twelve (12) months after
9 Defendants have received all of the supporting documents and claims information Plaintiff's experts
10 relied upon in forming their opinions.

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28 ²¹ See Declaration of Christina Melnykovich, attached hereto as Exhibit A.

IV. CONCLUSION

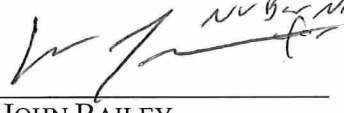
For the foregoing reasons, the Motion should be granted, and the deadline for Defendant's initial and rebuttal expert disclosures should be extended twelve (12) months after Defendants have received all of the supporting documents and claims information Plaintiff's experts relied upon in formulating their opinions (which will be addressed through a separate motion to compel).

DATED this 19th day of August, 2019.

SEYFARTH SHAW LLP

By: /s/ Suzanna C. Bonham
SUZANNA C. BONHAM
EMMA C. MATA

BAILEY ♦ KENNEDY

By:  *NU B-16.11576*
JOHN BAILEY
Joseph A. Liebman

*Attorneys for Defendants Unite Here Health
and Nevada Health Solutions, LLC*

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 21st day of August, 2019, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

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Exhibit 9

1 LAS VEGAS, NEVADA, TUESDAY, OCTOBER 1, 2019

2 * * * * *

3

4 THE COURT: Okay. We're going to move on.

5 Next up, page 10, Nevada Commissioner of

6 Insurance vs. Milliman, Inc., et al.

7 THE REPORTER: Counsel, would you like your
8 matter reported?

9 MS. BONHAM: Yes, please.

10 MS. CHUNG: Good morning, Your Honor.

11 Angela Chung, on behalf of the management
12 defendants.

13 MR. PRUITT: Good morning, Your Honor.

14 Matthew Pruitt, on behalf of Insure Monkey
15 and Alex Rivlin.

16 MR. BAILEY: Good morning, Your Honor.

17 John Bailey and Suzanna Bonham, on behalf of
18 Unite Here Health and Nevada Health Solutions.

19 MR. FERRARIO: Good morning, Your Honor.

20 Mark Ferrario and Don Prunty for the plaintiffs.

21 THE COURT: All right. Once again, good
22 morning, everyone. And I guess this would be a
23 continuation of a prior hearing in this matter; is
24 that correct?

25 MR. FERRARIO: That is correct.

1 THE COURT: With a little bit more
2 supplementation as far as briefing is concerned.

3 MS. BONHAM: Yes, Your Honor.

4 THE COURT: All right. And, ma'am, you
5 have the floor.

6 MS. BONHAM: Thank you, Your Honor.

7 Your Honor, as you can tell from the
8 substantial briefing that has been filed in this
9 case, with respect to Defendants' Motion to Stay,
10 this is not your typical case. It's rare to have a
11 case in state court that will directly be impacted
12 by a U.S. Supreme Court decision. The original
13 right to even be formed for the Nevada Health Co-Op
14 originates from federal law, the Affordable Care
15 Act. And the right to receive federal receivables
16 is based on federal statute.

17 Your Honor, plaintiff is seeking significant
18 damages against defendants, a substantial amount of
19 which are based on federal regulations and statutes.
20 In particular, as we talked about on August 27th, at
21 the last hearing, Table 8 in Plaintiff's Expert
22 Report for Mark Fish identifies three different
23 assumptions, based on a different ruling in "Moda."
24 Either 100 percent of the risk corridor payment be
25 made and recovered by plaintiff; 12.6 percent of the

1 risk corridor payment having been paid to the
2 plaintiff; or, in fact, no additional federal
3 receivable funds being paid to plaintiff. Each of
4 those three scenarios are going to be decided by
5 "Moda" and the following CFC, Court of Federal
6 Claims case.

7 "Moda" and the CFC case are absolutely
8 outcome determinative for the issue of causation and
9 thus liability and any resulting damages related to
10 these federal receivables. Only one of these
11 alternatives though is, in fact, plaintiff's alleged
12 damages. Fish had to make assumptions, which he
13 stated expressly in his report, only one. Plaintiff
14 cannot currently argue that each of these alternative
15 scenarios were allegedly caused by defendants.
16 Again, it's only one. There's only one damage
17 amount.

18 THE COURT: Tell me, is liability discovery
19 completed?

20 MS. BONHAM: No, Your Honor. Liability
21 discovery is still absolutely -- is still absolutely
22 going on currently.

23 THE COURT: Okay. And so my question is
24 this: we're requesting a stay.

25 why would we stay the entire case?

1 MS. BONHAM: Your Honor, we would absolutely
2 be amenable to proceeding forward with discovery
3 while we wait for the "Moda" decision.

4 THE COURT: Let me see this case.

5 MS. BONHAM: But, ultimately, expert
6 opinions are going to be impacted by the "Moda"
7 decision. So as to fact-witness depositions to
8 plaintiff's point that memories fail, you know, over
9 time, we can certainly move forward and continue
10 fact-witness depositions in order to maintain
11 memories of witnesses during this period of time.

12 Additionally, Your Honor, the U.S. Supreme
13 Court has already set for oral argument the "Moda"
14 decision. It's set for December 10th. It's
15 approximately two months away, and a decision will
16 be rendered in this term by June. So our request
17 for a stay of the ultimate trial is not indefinite.
18 And, in fact, to plaintiff's credit, they have
19 already filed, in the CFC case, a Motion for Summary
20 Judgment on all other matters, all of their other
21 issues because they're legal issues, once the "Moda"
22 decision is made.

23 Additionally, Your Honor, plaintiffs have
24 argued that there's a proposed sale of the risk
25 corridor receivables. Your Honor, it's immaterial

1 to the issue before the Court today. The fact is is
2 that, again, we're not talking about plaintiff's
3 mitigation of damages, which is how they're
4 positioning themselves with respect to this sale in
5 which they're going to receive, initially, an
6 upfront amount of \$10 million. But, again, the
7 ultimate decision as to what was their alleged
8 damage is ultimately going to be decided by "Moda,"
9 not by their sale of these risk corridor receivables.

10 Further, Your Honor, and actually it proves
11 our point is that they claim that now they're going
12 to be seeking, you know, a credit, mitigation of
13 \$10 million. Well in, fact, the sale does not fix
14 that amount at \$10 million.

15 In fact, plaintiff, depending upon the
16 "Moda" decision and the recoverable, the recoveries
17 from that "Moda" decision, they're going to be
18 entitled to a waterfall scale of additional amounts
19 over and beyond the 10 million. And so even with
20 that sale, the amount of damages is still not fixed.

21 Your Honor, they also -- plaintiff also
22 raises that we have not identified hardship and
23 inequities. By staying this matter, the Court will
24 reduce and will simplify certain evidentiary
25 hearings related to causation and the amount of

1 damages plaintiff can rightfully stand before this
2 Court and the jury, stating that it has incurred as
3 an alleged damage.

4 Inequities exist because defendants are
5 having to defend against these issues that are
6 speculative in nature at this point, that will be
7 decided on or before June of 2020. In less than six
8 to eight months, we're going to have a decision on
9 this very issue.

10 This is already a complex case. By waiting
11 for a decision in "Moda," we are simplifying at
12 least one of the many issues that's going to be
13 tried. A stay will promote judicial economy, reduce
14 confusion and prejudice and prevent inconsistent
15 resolutions. If we proceed forward with trial
16 before the "Moda" decision, there will likely be
17 reversible error, and then we're going to have to go
18 back before the Court.

19 THE COURT: Depends if we're lucky or not.

20 MS. BONHAM: You're right.

21 THE COURT: One-in-three shot; right?

22 MS. BONHAM: I have to say I don't have
23 that sort of luck, and so I have to consider the
24 possibility that it's not going to be in our favor.

25 But, Your Honor, if "Moda" is decided and

1 the U.S. Supreme Court rules that, in fact, the
2 government is not required to pay any additional
3 amounts of money, then plaintiff -- any amount of
4 money that plaintiff claims right now as a damage
5 could not have been caused by defendants because
6 they would never have ultimately recovered that
7 amount, that money from the government.

8 You know, we stated within our reply a
9 proposed stipulation that, to the extent that
10 plaintiff can stipulate that it will not seek to
11 recover any amount of recovered federal receivables
12 as part of its damages, then defendants agree a stay
13 is not necessary. But by their supplemental
14 response, it is clear that they absolutely are
15 seeking these federal receivables in their damage
16 calculation. They're proving our point.

17 And to be clear, Your Honor, the federal
18 receivables, their recoverable -- unrecoverable
19 federal receivables are those amounts of federal
20 receivables that are included within Fish's
21 calculations in his Table 8 and Table 7, as well as
22 Wazowski's calculations of the federal receivables
23 damages that they're seeking against -- that he's
24 claiming should be sought against defendants.

25 Your Honor, do you have any questions with

1 respect to --

2 THE COURT: No, not yet.

3 MS. BONHAM: -- all of our supplemental
4 briefing?

5 THE COURT: Not yet, but I will have some.
6 I have some questions.

7 Are you done, ma'am?

8 MS. BONHAM: I am.

9 MR. FERRARIO: Your Honor, I'd prefer to go
10 right to your thoughts because, quite frankly, I'm
11 sitting here just biting my tongue listening to
12 false premise, upon false premise, upon false
13 premise to justify this request for a stay, which is
14 really driven by the fact that the defendants have
15 really done nothing in this case up to this point.
16 And all of a sudden it's: Oh, my God, we're on the
17 virge of trial and now we've got to come in and ask
18 for a stay."

19 False premise No. 1: That "Moda" is going
20 to directly impact this case. False.

21 False premise No. 2: That the "Moda" is
22 going to decide -- "Moda" case is going to be decide
23 damages. False. We're suing these folks, as I said
24 the last time and as I'm saying here today again,
25 for damages directly caused by them.

1 Now, I would suspect -- and I haven't seen
2 it yet because they asked for delay in producing
3 their expert's opinion -- but I'm willing to bet you
4 right now that they will not proffer an expert that
5 will say that, as a result of "Moda" or "Moda" is
6 going to be case dependent here in terms of damages
7 or case determinative in terms of damages. That
8 will not happen because that's not what we're suing
9 them for.

10 We're not suing them because the government
11 didn't pay us. And, in fact --

12 THE COURT: This my recollection -- and you
13 could tell me if I'm incorrect on this,
14 Mr. Ferrario -- part of it dealt with specific claims
15 that were never filed and mismanagement and all
16 those types of things; right?

17 MR. FERRARIO: Yes. Absolutely.

18 What we said is because of their failure,
19 okay, and in particular --

20 THE COURT: Administratively and in
21 management roles; right?

22 MR. FERRARIO: Absolutely. That this
23 company, the insurance, you know, the Co-Op, went
24 under, and our expert said -- he gives different
25 dates, okay, depending on the what the jury -- you

1 know, the jury may say, "Hey, you know, we'll give
2 you a pass. As of 2014, you were okay. But you
3 know what, as of 2015, you folks over here should
4 have pulled the plug on this company or raised the
5 red flag," and then we get alternative damage
6 calculation.

7 And, Judge, I guess probably the easiest
8 thing to do, as I was going through this this
9 morning, in the financial statements, okay, which
10 some of the defendants were responsible for
11 creating, we gave them full credit, they got full
12 credit for the receivable, and even with full
13 credit, the company was insolvent.

14 So and I think what we're really talking
15 about here are legal issues. They're going to come
16 in, I would say on the verge of trial when we're
17 doing motions in limine or we're hashing out what
18 damages can be recovered, and I suspect the
19 defendants will come in with a motion, and they're
20 going to say: "Your Honor, we're not responsible
21 for the government's failure to pay NHC, that we are
22 not the proximate cause of those damages; it's the
23 government on that risk corridor amount."

24 And Your Honor is going to have that
25 briefing and Your Honor is going to look at it and

1 you're going to decide whether or not their
2 arguments meet the legal standard for proximate
3 cause. That's what this is all about. And to come
4 in and ask for a stay, which isn't supported by any
5 case that they cite which, by its nature, is going
6 to be indefinite because we don't know when the
7 Supreme Court is going to render its decision.

8 Not only that, we don't know, when the
9 decision is rendered, whether or not congress then
10 is going to act or whether they're going -- whether
11 the government is going to adopt some other strategy
12 not to pay. Okay. So by definition, the stay is
13 indefinite. So what we have here is really nothing
14 more than you see in many other cases where someone
15 is going to come in and say, "You know what, you're
16 trying to ding me with this pot of damages. It's
17 really not my fault, okay, I didn't cause that.
18 Someone else did."

19 But here we're not even seeking those
20 damages from the defendants. So at the end of the
21 day, you can't cure a deficient position with
22 volumes of material. It's a fascinating read about
23 "Moda" and it's a fascinating read about the
24 Supreme Court case. But as we pointed out in our
25 brief, there are solvent -- there's a solvent

1 insurer that's going after their funds. We would be
2 going after the government whether we were insolvent
3 or solvent because they didn't pay us.

4 So what should happen here, Judge, is we
5 should continue on with the case. Let them get
6 their experts tuned up. I think that date -- we
7 just agreed to extend it a few days because of the
8 holidays. Let them put their expert reports out
9 here, and let's see how this damage thing hashes
10 out. Let's not stay this case based on their
11 speculation, false premises, and supposition as to
12 what might happen.

13 THE COURT: So I want to make sure I'm
14 clear, from the plaintiff's perspective, you will
15 not be seeking damages caused by or proximately
16 caused by the government's failure to pay
17 reimbursements.

18 MR. FERRARIO: You're right. Your Honor,
19 to say it another way, I'm only seeking damages
20 caused by these folks. Okay? I can't be any
21 clearer. That's what we've said. That's what our
22 experts said. That's it.

23 If the government didn't pay us, okay, and
24 it was not because it was their fault, right, I
25 mean, if they had nothing to do with it, how could I

1 get the damages from them? How could I get those
2 damages from them?

3 THE COURT: I understand.

4 MR. FERRARIO: I mean, I suspect you'll
5 probably tell me I couldn't anyhow if we filed the
6 type of motions that we were filed -- or that I
7 suspect will be filed.

8 THE COURT: I guess, in a very basic
9 fundamental way, that would be akin to an
10 independent alternative causation.

11 MR. FERRARIO: Exactly. And on top of it,
12 Judge, what they're going to argue, they're going to
13 come in, and maybe their expert will say, "Hey,
14 wait, you wouldn't have failed if you'd have got
15 your payments." I expect we're probably going to
16 have to deal with that. And they're going to
17 challenge the compromise that we're trying to
18 achieve in front of Judge Cory, where we're
19 compromising that receivable. I suspect we're going
20 to have to hash all that out.

21 But that is something that will play itself
22 out once their experts come forward, once we see
23 what their response is going to be to our expert
24 reports. Now is not the time to jump into that and
25 stay this case. Certainly not time to stay the

1 expert deadlines and not time to stay liability
2 discovery.

3 And so I think, in our opposition, we did
4 about as good a job we could of deconstructing all
5 of their arguments. I'll be happy to answer any
6 questions that you have. But at the end of the day,
7 this was, from our perspective, kind of a Hail Mary
8 pass to avoid a day of reckoning on a case that they
9 know they can't defend.

10 MR. BAILEY: Your Honor, two points. The
11 first point is you asked the question of
12 Mr. Ferrario, of the plaintiffs. You said: "well,
13 you've got these claims against the defendants about
14 how they handled the claims and how they -- whether
15 or not they timely submitted claims which relate to
16 risk corridor payments and relate to the 3R's.
17 Absolutely the correct question to ask.

18 And Mr. Ferrario couldn't answer the
19 question of: If the "Moda" decision says that the
20 government does not have to pay anything, then
21 whether or not we filed claims timely or untimely or
22 completely or incompletely doesn't matter because,
23 as a matter of causation, Nevada Health Co-Op could
24 not recover those funds. The issue is when will we
25 know that? Because the Supreme Court could say:

1 "Yes, you can recover those funds"; "No, you cannot
2 recover those funds"; or something in between. All
3 of us sitting here today will never know that until
4 the "Moda" decision is rendered.

5 what we do know is that the decision is set
6 for oral argument in two months. We do know,
7 despite their arguments to the contrary, that the
8 U.S. Supreme Court renders decisions in the same
9 term that it hears the oral argument.

10 So we will know by June of next year
11 whether or not the Supreme Court is going to allow
12 Nevada Health Co-Op to recover some amount of funds
13 or not. If not, then from a causation standpoint,
14 those claims that you asked about -- whether we
15 filed them timely, untimely, or whatever --
16 completely forecloses their ability to get damages
17 on those. That's my first point. They did not
18 answer that question.

19 THE COURT: So I want to make sure: Are we
20 like two ships in the night? Is the sole source of
21 reimbursement under the facts of this case vis-a-vis
22 the Nevada Co-Op limited to risk corridor government
23 payments?

24 MR. BAILEY: Well, if you look at their
25 expert report, that's where all of those assumptions

1 come from. Okay. So we're talking plus or minus
2 \$60 million, and they are making their assumptions
3 from their expert based directly on whether or not
4 the U.S. Supreme Court allows for a recovery or not,
5 and then they have the 12.6 percent pro rata. So
6 they can stand here and say, "Geez, it really
7 doesn't matter what the U.S. Supreme Court does. It
8 doesn't affect this case."

9 THE COURT: Because I mean, from a damage
10 perspective, assuming I have the correct handle on
11 it, it's a fairly easy analysis when it comes to
12 proximate causation. And the reason why I say that
13 is this: Either all of the funds, from a
14 reimbursement perspective, that the Co-Op could
15 acquire, based upon claims being filed, is that
16 limited solely to risk corridor?

17 MS. BONHAM: No, Your Honor. Separately,
18 from these damages --

19 THE COURT: You see what I'm saying?

20 MS. BONHAM: -- that we're talking about
21 today, Your Honor, plaintiffs have additional
22 experts who have also calculated very specific,
23 identified specific claims where an overpayment was
24 allegedly made or a payment made outside of
25 eligibility, and they have calculated a separate

1 amount of damages as result of that conduct.

2 what we're talking about today is not those
3 damages.

4 THE COURT: I understand.

5 MS. BONHAM: It is regarding federal
6 receivables.

7 THE COURT: And but my point is this,
8 because there's some claims, it's my understanding,
9 being made as it relates to the failure to file the
10 claims. And so is it a two-tier process?

11 For example, and I haven't done this yet,
12 but it's my understanding you have like Medicare,
13 Part A and B, and "A" might pay some stuff; "B"
14 might pay other stuff. And so my question is this:
15 what is the source of reimbursement? What is the
16 universe of reimbursement? And I need to know that.

17 MR. FERRARIO: Your Honor --

18 THE COURT: You see where I'm going?
19 Because it's really --

20 MR. FERRARIO: No, you're actually right.
21 Here's what we're suing them for. We paid claims we
22 shouldn't have because they screwed up. Okay?
23 That's something you can address right now. It has
24 nothing to do with "Moda." Let's get it on.

25 The next thing is you failed to process

1 claims, and our receivable would have been higher at
2 the government, but we missed the deadlines to do
3 it. So we were damaged there as well because they
4 screwed that up.

5 These are the claims. It has nothing to do
6 with what the Supreme Court is going to do. Zero.

7 THE COURT: And I guess the next way to
8 look at that, we're talking about prospective, I
9 guess, in this respect, for a lot of these claims,
10 the payments have been made, right, or should have
11 been made? Is that true or not?

12 MR. FERRARIO: Some claims were made
13 that -- we paid claims we shouldn't have because
14 they didn't process them correctly, which
15 contributed to the demise of the company.

16 MS. BONHAM: Your Honor, there are certain
17 amounts of money that they're seeking against
18 defendants that would never -- that depending upon
19 the ruling in "Moda," will never -- plaintiff would
20 never be able to recover or be rightfully entitled
21 to because there is no additional funds available
22 from the government.

23 THE COURT: So were there two buckets of
24 funds?

25 MS. BONHAM: Yes.

1 THE COURT: That's what I'm trying to get
2 to.

3 MS. BONHAM: Yes, Your Honor.

4 THE COURT: There is two buckets.

5 MS. BONHAM: Yes, there are. And so with
6 respect to the buckets of funds that are from the
7 federal government, those damages we have to wait
8 for a decision from "Moda."

9 MR. FERRARIO: Your Honor, I'll tell you
10 the fallacy in that: If "Moda" comes down -- are
11 they saying that if "Moda" goes against us, that
12 they're liable for those funds? I'll flip it on
13 them.

14 MS. BONHAM: No. In fact --

15 MR. FERRARIO: Is that what they're saying?

16 MR. BAILEY: The answer is no, Your Honor.

17 MR. FERRARIO: Yeah, because they're going
18 to argue no matter what.

19 MR. BAILEY: well, the answer is no,
20 because we don't believe we're liable in the first
21 instance.

22 MR. FERRARIO: Then let's get that on.

23 MR. BAILEY: We're happy to get that on at
24 the proper time. Let me -- let me address --

25 MR. FERRARIO: Now is the proper time to

1 address --

2 THE MARSHAL: One at a time, Counsel.

3 MR. FERRARIO: I'm sorry. You're right.
4 well, I'm getting double-teamed. So I get to talk
5 twice as much.

6 MR. BAILEY: I'm used to Mr. Ferrario
7 interrupting me.

8 THE COURT: So we got two buckets. Tell me
9 about the first bucket, the nonfederal bucket.

10 what does that involve? Because actually,
11 I mean, we have all this briefing, but the concepts
12 are very straightforward. As far as damages, it
13 doesn't matter what type of court case it is. But
14 it has to be a proximate cause. I mean, for
15 example, even malpractice is a great example. If
16 you don't have your tort within the tort, there's no
17 recovery. I get that.

18 And so my point is this, and it's really
19 this simple: When it comes to proximate cause in
20 this case, I just want to make sure I understand
21 potentially what would be the avenues of recovery;
22 right? It's like that in every case.

23 MS. BONHAM: Your Honor, currently there is
24 nothing preventing the case moving forward with
25 respect to plaintiff's claims that I identify being

1 their allegation, which we wholly disagree with and
2 dispute, that UHH made overpayments on claims or
3 that UHH paid claims outside of eligibility simply
4 because the plaintiff was the sole one in control of
5 identifying, identifying who was eligible, an
6 eligible member. Those types of claims absolutely
7 can proceed forward.

8 It is the claims related to federal
9 receivables, which amount to a significant amount of
10 the damages that they're seeking in this case, that
11 is impacted by "Moda." The breach of contract claim
12 itself, with respect to whether in fact UHH
13 overpaid, whether in fact paid outside of
14 eligibility, those types of items are paid in
15 duplicate claims. Those are much straightforward,
16 are very straightforward and can move forward with.

17 THE COURT: How much time do we anticipate
18 it will take to try this case?

19 MS. BONHAM: I believe, Your Honor, that
20 one of the last hearings, it was six to eight weeks.

21 THE COURT: That's probably low.

22 MR. FERRARIO: I think that's probably
23 right.

24 THE COURT: You think so? I'm thinking
25 more three months.

1 MS. BONHAM: I actually believe,
2 Your Honor, that it's going to take longer.

3 MR. FERRARIO: Well, you know, how do
4 you -- how much of the days do we get? I mean, I
5 was in front of Judge Jones the other day, and a
6 week is really like two days or three days or
7 something.

8 THE COURT: I mean, I try to have full days
9 on Mondays and Fridays; and Tuesdays and Wednesdays
10 and Thursdays, a minimum of half a day sometimes.
11 It depends on how the calendars go.

12 But here's my point. I'm sitting here
13 looking at it, and I do believe in efficiency. The
14 first thing I asked my court clerk to do is
15 determine when was the Complaint filed in this case.
16 The Complaint was filed on August 25th, 2017. For
17 this type of case, I think this case is moving
18 quicker than most. I will say that. It is.

19 And so unless the plaintiff -- I mean, the
20 plaintiff, and Mr. Ferrario, you have to answer this
21 question for me because this is my concern: No. 1,
22 I don't want to stay anything; right? I don't. I
23 don't mind telling you that because I think it's
24 important to conduct discovery. Because when you
25 stop conducting discovery, the slowdown is

1 multiplied. That's probably the best way I can say it
2 because if you're taking depositions, you're moving
3 and moving; things are being accomplished.

4 But I would anticipate the plaintiff is not
5 willing to stipulate -- I probably wouldn't do this
6 either -- that you're not going to seek any damages
7 that would be proximately caused by or related, in
8 some manner, to federal reimbursements; right?
9 You're not going to give that up. I wouldn't.

10 But --

11 MR. BAILEY: well, hold on a second, Judge.
12 He may.

13 MR. FERRARIO: Like I said before, okay,
14 and I think that what --

15 THE COURT: Because I'm looking at
16 efficiency. But go ahead.

17 MR. FERRARIO: You know, I'll tell you what
18 the efficient way to do this is, and I suspect that
19 and I've been in front of you enough to know you're
20 going to give them the chance to do discovery.
21 Here's what we should do. Okay. Let's let the
22 expert reports come forward. Okay? I'm willing to
23 bet you, all right, what I said that their experts
24 are not going to say that they have no damages
25 because of what's at stake in the "Moda" case.

1 Okay. If their experts say that we're
2 going to have a legal issue you're going to have to
3 decide and it's a proximate cause issue -- maybe I'm
4 answering your question in a different way. If the
5 reason we're not getting money, okay, or arrear
6 damage is the government is not paying us, okay,
7 then I'm not going after them for that. I'll state
8 that right here.

9 Okay. I'm going after them for what I just
10 said.

11 THE COURT: Now, here's my question though.
12 What do you do in this regard, and I kind of get
13 that. You're saying "Look" -- you're saying, as a
14 matter of law, you can't seek that. I get that.

15 But don't we have somewhat of potentially a
16 moving target because what happens if the government
17 says: You know what, the risk corridor is funded at
18 100 percent.

19 MR. FERRARIO: We're still damaged, and
20 we've accounted for that.

21 THE COURT: Oh, no, no. I think you would
22 be damaged, but I think the damage figure would
23 potentially go up.

24 MR. FERRARIO: No. We've given them credit
25 for that in our damage calculation. That's the

1 point. We're giving them credit for what the
2 government should have paid us.

3 MR. BAILEY: Judge, let me --

4 MR. FERRARIO: Just like we did when we
5 analyzed --

6 THE COURT: I'm trying to figure that out.
7 If they were dilatory in filing a claim that would
8 have been covered by the risk corridor --

9 MR. FERRARIO: That's a different issue
10 there. That's --

11 THE COURT: That's what I'm talking about.

12 MR. FERRARIO: But time out, no. And I'll
13 tell you why that's different. We've lost the
14 ability to recoup that. We lost the ability to
15 recoup that. So that's not coming back to us from
16 the government.

17 THE COURT: Okay. But here's my question
18 though, Mr. Ferrario, and I think -- I get that, and
19 I would not -- I mean, I would think you wouldn't
20 give that up either.

21 MR. FERRARIO: I'm not giving that up.

22 THE COURT: But, hypothetically, the amount
23 of reimbursement has to be firmed up; right? It
24 could be --

25 MR. FERRARIO: No. We know what the amount

1 is. It's fixed. The government has agreed to it.
2 It's fixed.

3 THE COURT: Is that true or not?

4 MR. FERRARIO: Absolutely true.

5 MS. BONHAM: No, Your Honor. It's not
6 fixed. "Moda" is going to decide that.

7 MR. PRUNTY: If I may, Your Honor.

8 MR. FERRARIO: Judge, let me --

9 MR. PRUNTY: The amount of money that the
10 government owes us, they're not disputing they owe
11 us the money. They're just saying -- you see
12 messages saying "I don't have the allocation of
13 funds to pay you."

14 And as counsel over here said, in the
15 Federal Court of Claims case, we've agreed on it,
16 there are no material facts at issue. We've agreed
17 on the amount of money that should have been paid to
18 us, and that number is fixed because it impacts
19 every other insured that's out there because it's a
20 percentage of the total population.

21 And so the amount of money that the
22 government owes to NHC is a fixed number that both
23 the government and NHC has agreed on, and there is a
24 Motion to Dismiss and a Countermotion for Summary
25 Judgment in which both sides agree to the number.

1 MR. FERRARIO: Exactly.

2 MR. BAILEY: Judge, can I offer --

3 THE COURT: Of course you can.

4 But what's the impact? Are you saying that
5 we'll have a finite figure as far as what the total
6 reimbursements would be as a result of that case
7 there?

8 MR. FERRARIO: We know that. We know what
9 our total potential recovery could be, and as we've
10 said in our pleading -- and we filed it; it's a
11 matter of public record -- we're seeking to now
12 compromise that unknown, that receivable, down to
13 \$10 million, and that's proceeding in front of
14 Judge Cory and I think will be heard 6/16.

15 So all of -- and, again, their experts --
16 presuming Judge Cory approves that, let's just play
17 that out -- he approves it, compromise 10 million
18 bucks. Their experts will now figure that into
19 their calculation.

20 And they may come in and maybe their
21 experts are going to say, "Hey, you know, what we
22 didn't cause you any damage. The reason you failed
23 was because the government didn't pay you, because
24 the government wouldn't fund the risk corridor.
25 That's it. That's why you failed." That's a fight

1 we're going to have because, you know what, I can't
2 dispute that the government didn't fund it.

3 Now, they're going to say that the cause of
4 your failure is the government's failure to fund.
5 I'm going to say the cause of our failure was you
6 failed to fulfill your contractual obligations and
7 do your job. That's how this plays out, Judge.
8 What's happening in the "Moda" case has no impact on
9 what we're doing here. None.

10 MR. BAILEY: Judge, may I be heard?

11 THE COURT: Of course, Mr. Bailey.

12 MR. BAILEY: Let me talk about two things.
13 One, cutting to the chase, I'm talking about
14 practically what happens if we go to trial prior to
15 the "Moda" decision, and then let me offer a
16 solution that I think will meet your objective of
17 efficiency and, at the same time, be efficient for
18 the parties.

19 So let me start with, let's assume we go to
20 trial before the "Moda" decision comes down. What
21 will happen, we will go to trial, and one party will
22 lose, and that party -- doesn't matter which party
23 it is; that party will lose -- and that party will
24 appeal to the Nevada Supreme Court. In fact, both
25 sides may be aggrieved by the decision and there may

1 be a cross-appeal to the Nevada Supreme Court.

2 As this matter is before the Nevada Supreme
3 Court, then the "Moda" decision will come down, and
4 that decision will answer whatever happens in the
5 Court of Federal Claims, and the Nevada Supreme
6 Court will be looking at this case saying: "You
7 guys knew this decision had an impact on your
8 decision, yet you went to trial anyway. Why would
9 you do that?"

10 And they will do that, "they" being the
11 Nevada Supreme Court, by looking at the jury
12 instructions and saying: "These jury instructions
13 are inconsistent with what the United States Supreme
14 Court said in 'Moda.'" And one or both parties,
15 whether there's an appeal and/or a cross-appeal,
16 will be making similar types of arguments.

17 And ultimately -- and I say "ultimately,"
18 Judge -- and I put this to you because I've been
19 practicing for 35 years; I know you've been
20 practicing before you ascended to the bench for
21 35 years as a practitioner, and Mr. Ferrario has
22 been practicing for over 30 years. We've been to
23 this rodeo. And the Nevada Supreme Court will say:
24 "Well, given what the United States Supreme Court
25 said in 'Moda,' these jury instructions do not

1 represent what the law is, and there are issues
2 regarding damages; there's issues regarding
3 causation. We're going to send the case back down
4 to you, Judge Williams, so that you can retry this
5 case based on the decision that was rendered in
6 'Moda'."

7 And so where does that leave us? We're
8 going to end up trying this case twice, assuming
9 that we try this case before the "Moda" decision
10 comes down.

11 THE COURT: I don't think I've had to do
12 that yet. But go ahead.

13 MR. BAILEY: Well, this could be your first
14 time. Okay. So we're going to try this case twice,
15 and where does that leave us?

16 Well, it leaves us with parties who are not
17 happy because they're spending twice as much on
18 attorneys' fees. And, of course, there's some
19 attorneys that would say "What's wrong with that?"
20 I'm not one of those attorneys. I don't think that
21 your client should be spending twice when we're
22 sitting here today knowing that the U.S. Supreme
23 Court has granted Cert.

24 We know that there is a oral argument on
25 December 10th. We know that we'll have a decision

1 by the middle of next year in "Moda," and we'll know
2 what we're all doing. We don't know what the
3 Supreme Court will do, but it could do many things.
4 And trust me, us, the counsel for the parties, will
5 look at that decision and tell you what the impact
6 of that decision has on the claims that have been
7 filed against us.

8 So is it really smart, does it make sense
9 for us to try this case before we know what the
10 U.S. Supreme Court says in "Moda"? The answer is
11 obviously no.

12 But let me cut to what you're trying to
13 accomplish, appropriately, which is how do we
14 continue to move this case forward and, at the same
15 time, not try this case before we know what the
16 U.S. Supreme Court says, and the answer to that, I
17 think -- and I offer this as a suggestion to the
18 Court -- is fact witnesses are fact witnesses. The
19 U.S. Supreme Court's decision in "Moda" is not going
20 to change fact witnesses or their testimony. Let's
21 move forward with the fact witnesses, get all of the
22 information we can through their depositions,
23 testimony and so forth, which solves whatever issue
24 the plaintiffs have asserted regarding memories and
25 so forth.

1 Once we get that information, we will
2 probably be, you know, halfway or a quarter of the
3 way through next year. We wait until we hear what
4 the U.S. Supreme Court has to say, and then we take
5 that information -- because it will impact what
6 we're doing -- and that will provide us the basis
7 for making sure that we can proffer our expert
8 reports consistent with what the U.S. Supreme Court
9 says.

10 That way, this case continues to move
11 along, and as you've indicated, we've only -- this
12 case was filed in 2017. I think we were brought in
13 last year, in 2018. The case continues down an
14 appropriate track of depositions and discovery as it
15 relates to fact witnesses. We will get the decision
16 in "Moda," by latest, June of next year, and then we
17 can take that decision, analyze it, see how it
18 impacts the causes, causes of actions that have been
19 asserted, how it impacts our affirmative defenses,
20 then offer our expert reports and go to trial.
21 We're happy to go to trial.

22 But that is the logical, least expensive
23 judicial-resource-saving way to approach this, and I
24 understand it's a compromise, but it seems to me --

25 THE COURT: Well, for me, you know --

1 MR. BAILEY: -- it makes perfect sense.

2 THE COURT: I just want to tell everybody
3 this, I don't necessarily see it as a compromise in
4 this regard; I see it more as a pragmatic approach
5 as to how to handle this matter.

6 MR. BAILEY: Of course.

7 THE COURT: And here's the reason why I
8 bring that up, Mr. Ferrario, I looked at the trial
9 date. I don't want to stay this matter, but if
10 "Moda" potentially can have an impact --

11 MR. FERRARIO: It can't, Judge. That's the
12 point. And Mr. -- at the point very end of his
13 ten-minute dissertation, he said, "Let's see what
14 the decision says and see how it impacts."

15 MR. BAILEY: Well, I'm sorry. I misspoke.
16 The decision will impact.

17 MR. FERRARIO: It will not, and he can't
18 articulate how it will. They haven't done it in
19 their pleadings, and this is what should happen,
20 okay. I know you're going to give us relief from
21 the trial date because I think it's coming up like
22 January 20th.

23 THE COURT: Exactly. It's right around the
24 corner.

25 MR. FERRARIO: So here's what we should do,

1 keep their feet to the -- I want to see what their
2 expert say about "Moda." Let's see what their
3 experts say, how it weaves into it. Let's see how
4 they respond to us. We gave them credit for the
5 "Moda" payments. This is nothing more than a
6 smokescreen to avoid a trial. With all due respect
7 to Mr. Bailey, who I respect tremendously, that's
8 all this is. Okay.

9 THE COURT: We can't avoid a trial
10 ultimately. It's kind of like this --

11 MR. FERRARIO: Let's get through -- no,
12 and I think we should keep the same schedule because
13 Judge Cory is going to hear something on the 16th
14 that's going to probably result in another round of
15 motion practice here.

16 Okay. As I indicated to the Court, this is
17 really about causation and proximate causation. All
18 that is going to get played out once we know what
19 their experts are going to say. So let's continue
20 on with expert discovery. Okay. They've already
21 had -- we've had to listen to them the other day ask
22 for a year's continuance for their experts to even
23 look at the underlying data, which was absurd.

24 So if you look at their pattern of behavior
25 here, it's all about delay-delay-delay. Okay.

1 "Moda" is not going to change one thing. We will
2 have a trial regardless of how "Moda" comes down,
3 and we've already taken into account the what-ifs of
4 "Moda" in our damage scenario.

5 As I said before, if they want to argue to
6 the jury: "This thing wouldn't have failed but for
7 the government not paying," they have that argument.
8 Okay. The "Moda" decision isn't going to change
9 what we're claiming against them, one way or the
10 other.

11 THE COURT: So I guess, back to my earlier
12 question, your client is not seeking receivable
13 damages proximately caused by the government's
14 failure to pay in this matter.

15 MR. FERRARIO: Exactly. But there's a
16 thing in there that --

17 MR. BAILEY: "But."

18 MR. FERRARIO: No, listen. The "but" is
19 really simple. If they deprived us the opportunity
20 to claim that from the government, we are seeking
21 that. Okay. Now, what will happen is when we
22 compromise our claim, if Judge Cory approves it,
23 they're going to argue that --

24 what was that, 6 million bucks?

25 MR. PRUNTY: (Inaudible response.)

1 MR. FERRARIO: They're going to say that
2 that shouldn't be 6 million; it should be a reduced
3 amount. That will be another fight.

4 THE COURT: But here's my question. Now,
5 I'm following the legal logic on this. Now we're
6 talking about, well, I'm not giving that up as it
7 relates to a deprived opportunity.

8 MR. FERRARIO: That's all.

9 THE COURT: Okay. How do we calculate the
10 deprived opportunity?

11 MR. FERRARIO: I'll tell you how it's going
12 to -- I'll tell you exactly what they're going to
13 say. They're going to say, "You compromised
14 this, let's see, our claim" -- let's make the math
15 easy so I don't have to --

16 THE COURT: Let me --

17 MR. FERRARIO: No. Our claim is
18 \$30 million. Let's say we're settling it for ten.
19 Okay. So we're settling it for what? One third.

20 MR. BAILEY: well, you're not settling that
21 for ten because there's a waterfall provision in it
22 that there is additional funds to be had depending
23 upon what happens in "Moda."

24 MR. FERRARIO: That's de minimus on that.

25 MR. BAILEY: Money is money.

1 MR. FERRARIO: What they're going to
2 argue --

3 THE MARSHAL: One at a time, Gentlemen.

4 MR. FERRARIO: What they're going to argue,
5 Your Honor, is you settled for one third. So your
6 \$6 million claim is really what? Do the math.
7 \$2 million. That's what they're going to say.

8 Is that right?

9 MR. BAILEY: Yes.

10 MR. FERRARIO: Did I get it right?

11 MR. BAILEY: You're in the ballpark.

12 MR. FERRARIO: All right. I'm in the
13 ballpark. That's all I'm trying to do.

14 Okay. So that's what they're going to say,
15 but that's another argument we'll have. You're not
16 going to hold up a multimillion-dollar case where
17 we're seeking damages in excess of \$20 million,
18 okay, based upon this one element of our claim.

19 THE COURT: But tell me this though, and I
20 don't know the answer to this. But, I mean,
21 hypothetically, if they're attacking one element of
22 the claim, do they have the right to do so? And I
23 can't make the determination that --

24 MR. FERRARIO: Absolutely. Let their
25 expert come out and let them pack it. Let us have

1 motion practice in front of you.

2 THE COURT: But here's the thing though, I
3 mean, but at the end of the day, damages can't be
4 speculative.

5 MR. FERRARIO: You're right. That's what
6 they're going to argue. You're going to decide
7 that.

8 THE COURT: well, then isn't the proper
9 vehicle to decide this vis-a-vis Motion in Limine or
10 motions for --

11 MR. FERRARIO: Absolutely. Let's get the
12 expert. Let it all hash out. You're going to
13 decide this. You're not going to let speculative
14 theories go to the jury. I agree with you. That's
15 what I said at the beginning. They just want to
16 stop this now -- and let me make this clear. We
17 represent a failed company. We represent a
18 receiver.

19 Okay. I think, personally, the folks on
20 the other side are trying to drag this out because
21 they know, from our other filing, that to keep this
22 thing going, it has cost a tremendous amount of
23 money. The estate is hemorrhaging. Okay. So it's
24 like drag it out, drag it out, and maybe they'll
25 just go away. well, that's not going to happen,

1 Judge.

2 THE COURT: Well, I never anticipate that
3 happening.

4 MR. BAILEY: Of course not.

5 MR. FERRARIO: But that's what -- and so we
6 have to keep in mind what's going on, who we
7 represent. There's another judge here that's
8 monitoring how we spend money and what we do. So
9 I'm not here trying to do something inefficient.

10 But the one thing I do know is delay is
11 against what's in the best interest of this estate,
12 the best interest of the creditors and the claims,
13 and the best interest of the people that Judge Cory
14 is to protect.

15 So I think this Court has to strike a
16 balance, and you've already struck one balance by
17 giving them until the beginning of December to do
18 their expert reports. Let's see what their experts
19 have to say. You're going to continue the trial
20 date. Let's pick a new date. Okay? I'm okay with
21 that.

22 THE COURT: Balance.

23 MR. BAILEY: Here's the fallacy in that
24 argument. The question is if "Moda" has no
25 relevance to this case, why is it that their expert

1 did three different damage calculations based on --

2 THE COURT: "Moda."

3 MR. BAILEY: -- "Moda"?

4 MR. FERRARIO: He didn't.

5 MR. BAILEY: And the other point,

6 Your Honor, he tends to suggest to you that we're
7 trying to just use up funds or inappropriately cause
8 the expenditure of funds. We're asking for a stay,
9 in part, because of the efficiency that's involved
10 in waiting for that decision.

11 Remember, Your Honor, we represent a
12 nonprofit. Nobody is interested in spending money
13 if we don't have to.

14 MR. FERRARIO: Your Honor, I haven't heard
15 how they -- they have not articulated, in one way,
16 how they will be efficient -- how "Moda" will impact
17 and make this -- the decision will make it more
18 efficient. Not once have they done that.

19 THE COURT: Well, here's my question
20 though, as far as Mark Fish is concerned, is it true
21 that he has one of three scenarios: "Assuming CMS
22 funded the risk corridor payments at 100 percent;
23 two, assuming CMS funded the risk corridor payments,
24 pro rata, at 12.6 percent; or assuming no 2015 3Rs
25 credits." Is that what he says?

1 MR. FERRARIO: You're right. What he is
2 saying is he's giving them credit for that. Okay?
3 They're not getting --

4 THE COURT: Didn't he have to pick one?

5 MR. FERRARIO: Well, no. The reason the
6 12.6 is in there is because that was what the
7 government was reimbursing. Okay. That was the
8 normal -- that was what they were doing up to that
9 point in time. They're going to argue --

10 THE COURT: Okay. Then but if it's
11 12.6 percent, wouldn't that be the figure he would
12 rely upon, if that was reasonable and customary?

13 MR. PRUNTY: The 12.6 percent, I believe,
14 was already paid. It's the balance of it that's at
15 issue in "Moda."

16 MR. BAILEY: Your Honor, you're hitting the
17 nail on the head. They have to pick one. They
18 can't pick one, understandably, because they don't
19 know what "Moda" is going to say.

20 So in other words, you're going to find
21 yourself, if we go to trial before the "Moda,"
22 they're going to be in front of the jury saying
23 "It's one of these three. We don't know which one
24 it is because the Supreme Court hasn't ruled."

25 And we're going to be up yelling and

1 screaming saying, "You can't do that. You're
2 prejudicing us with the jury." Of course, that's
3 going to be an issue on appeal, depending upon how
4 things work out.

5 Exactly the reason, you've honed in on the
6 question: Why is it that your expert is providing
7 three different alternative damage theories assuming
8 what "Moda" does? Well, the answer to that, even
9 though Mr. Ferrario respectfully is speaking out of
10 both sides of his mouth: "Moda" doesn't mean
11 anything to us, but our expert says, "Oh, yes, it
12 does because our assumptions are based upon what
13 comes down in "Moda."

14 MR. FERRARIO: Our expert is giving him
15 credit for that. He's taking away an argument they
16 would make. He's anticipating their argument and
17 saying "I'm giving you credit for it." How are they
18 ever going to be hurt for that? They will never do
19 better.

20 THE COURT: But here's my -- but where does
21 he say that?

22 MR. BAILEY: He doesn't.

23 MR. FERRARIO: By the bottom line number.
24 Giving them credit for 100 percent of the risk
25 corridor payment, our damages are 115 million, if

1 the jury believes that we should have shut this down
2 12/31/2014.

3 If the jury says: "No, you know what,
4 these guys hadn't screwed up enough, but they
5 definitely should have shut it down 4/30/2015," our
6 damages are 69.7 million.

7 The next one is our damages --

8 THE COURT: How does that impact the
9 reimbursement rate? That's what I'm really trying
10 to figure out.

11 MR. FERRARIO: It doesn't. That's the
12 point. We're giving them full credit for that.
13 They're going to stand up -- that's what I've been
14 saying. I can't ding them for the government not
15 paying us. I can't be any clearer.

16 THE COURT: Do you think the issue is how
17 he's presenting this --

18 MR. FERRARIO: It is. It's confusing. I'm
19 going to tell you right now it's confusing as hell.

20 THE COURT: Okay.

21 MR. FERRARIO: I'm putting that on the
22 record, and you know what --

23 MR. BAILEY: And we will stipulate to that,
24 Your Honor.

25 MR. FERRARIO: It is confusing. I mean,

1 I've yelled at Mr. Prunty here for the last week
2 about how he could let this go out this confusing.

3 THE COURT: That's my point. I'm trying to
4 figure out, because for me, it's --

5 MR. FERRARIO: You know what, Judge, here,
6 I've got a solution. You gave them a chance to
7 throw a bunch of volume at you. So here's what I'm
8 going to propose: I'm going to go back, and I'm
9 going to make Mr. Fish make this clear. Okay? And
10 I'm going to submit a supplemental report, and I
11 need --

12 Two weeks? Where is this guy at?

13 Don is an accountant, which is part of the
14 reason this is so screwed up. But I'll go -- I will
15 submit a supplemental report -- and let's do this,
16 Judge. Let's even make it one better. Let's put
17 this over to the end of the month because, by then,
18 Judge Cory will have heard our motion on the 16th
19 and we'll have more color on this.

20 But what I don't want to do is move any
21 dates at this point. You gave them a chance to come
22 in and give you lots of volume. I'm going to come
23 in and give you clarity. That's all I'm asking for
24 because I agree it's a confusing chart.

25 THE COURT: Because I mean, potentially,

1 it's a moving target.

2 MR. FERRARIO: It isn't going to be --

3 MR. BAILEY: It is because if you look at
4 their schedule, at the very bottom, it says
5 "Damages," and they've got, what, 3, 6, 12 different
6 sets and amounts of damages. It is a moving target.
7 It's not our responsibility that it's a moving
8 target.

9 MR. FERRARIO: It's not a moving target,
10 Judge. It's anticipating, it's going into the jury,
11 we're going to say -- I'll tell you what I'm going
12 to argue. I'm going to argue that, on 12/31/2014,
13 we should have pulled the plug on this so my damages
14 are 115 million bucks. That's what I'm going to
15 start with. Now --

16 MR. PRUNTY: And there is no effect.

17 MR. FERRARIO: And there is no effect.
18 They're going to say, "Oh, no. We didn't have
19 enough." Okay. So our expert anticipated other
20 possible dates and came up with alternate damage
21 theories, which is perfectly acceptable,
22 anticipating arguments they might make.

23 I'm only asking -- I'll clarify this chart.
24 Okay? I'll clarify this report because it is
25 confusing. I'm asking to the end of the month. By

1 then, we'll have Judge Cory's decision. Let's not
2 tamper with any dates at this point. I can't make
3 it any clearer. I'm not going after them for what
4 the government didn't pay us.

5 MR. BAILEY: The only two things I'm asking
6 for, Your Honor, is this: One, that we not try the
7 case before we know what the U.S. Supreme Court
8 says. And at the rate things are going, probably
9 won't happen in any case because the Supreme Court
10 will render its decision, at the latest, in June of
11 next year. So, you know, I'm asking for that. As a
12 practical matter, it doesn't sound like that would
13 happen anyway. But that's what we're asking for.

14 The second thing we're asking for is we
15 want specificity and clarity on what our expert has
16 to do in response to their expert, and we would like
17 to know what the U.S. Supreme Court and the
18 Court of Federal Claims has to say on this because
19 it will impact on what our expert opines on, and the
20 only way we can do that is to hear those decisions.

21 The point is we should not be spending
22 money, resources over and over with our expert.
23 This is, you know, expensive because what they've
24 provided is not clear. They're going to go back and
25 redo it again; and we would like to know, with

1 clarity, and it will be with clarity from the
2 U.S. Supreme Court. You know, you can't appeal from
3 there. They will tell us what the law is, what's
4 recoverable, what isn't, why, and they'll probably
5 say a lot of other things that will be meaningful to
6 both sides. That's really what we're asking for.

7 MR. FERRARIO: Your Honor --

8 MR. BAILEY: Call it a Motion to Stay or
9 something else, but that's what we're asking for.
10 That's efficiency at its finest.

11 MR. FERRARIO: Your Honor, the false
12 premise there, and with all due respect, the
13 Supreme Court's decision is going to have zero
14 impact on this case. And you know what, if their
15 experts think it does, then you know what they're
16 going to say? They're going to come in and they're
17 going to say:

18 "Okay. The government didn't pay. They
19 didn't pay \$35 million," or whatever the number is,
20 okay. "We're not responsible for that and, oh, by
21 the way, that's what caused the demise of this
22 company." That's what they're going to argue. That
23 event has already occurred. Okay. The failure to
24 pay, the causation that resulted from that, as it
25 relates to the government, has already occurred.

1 Nothing will change.

2 THE COURT: When do you think your expert
3 is going to have this report done, Mr. Ferrario, the
4 supplemental?

5 MR. FERRARIO: The report is done. I just
6 need -- I'm just going to have him clarify that
7 chart.

8 And I can't be any clearer, Judge. We're
9 giving them credit. They're not being hurt by this.
10 We're already assuming that "Moda" -- no. We're
11 already assuming we get that money from "Moda" in
12 these damage calculations.

13 THE COURT: Well, I'd like to see the new
14 supplemental report so I --

15 MR. FERRARIO: I will get you something
16 supplemental.

17 THE COURT: -- so I can have some clarity.

18 Just as important too, where are we at,
19 from a defense perspective, as relates to expert
20 disclosures?

21 And was this one of those cases where we
22 staggered experts?

23 MS. BONHAM: Your Honor, recently,
24 Your Honor signed an order, based on the last
25 hearing, which allows for defendants to designate

1 experts on December 5th. We have a status
2 conference on November 6th --

3 THE COURT: That's what I'm looking at.

4 MS. BONHAM: -- in order to talk about
5 because there is significant amounts of production,
6 despite plaintiff's representations, that has not
7 been produced that absolutely goes to the very heart
8 of their claims that we need in order for our
9 experts to arrive at even the calculations for the
10 overpayments.

11 MR. FERRARIO: Your Honor, I'm not going to
12 deal with that now. We'll deal with that then. I
13 think we just continued that 5th date, if memory
14 serves me correctly.

15 THE COURT: This is what I'm going to do,
16 and I think this is probably a practical way to
17 handle this: No. 1, and from my perspective, the
18 judge doesn't have positions, but I think it's
19 important to point out that due process has a
20 significant impact and overriding importance in
21 every case; right? It does.

22 And so I'm looking at it in this regard,
23 and I can't say this is a case where somebody has
24 been sitting on their hands. It's not that case.
25 And I want to efficiently handle this matter. I

1 think, in all likelihood, what we want to do is this
2 because I think we'll probably end up moving the
3 January trial date. How far we're going to move it,
4 I don't know.

5 But I'll have a much better barometer as to
6 what has to be done as of November 6, 2019. I think
7 you can assume right now we're not going to trial in
8 January. This case isn't ready for trial.

9 MR. BAILEY: Yes.

10 THE COURT: I'm just telling you that. So
11 that's not the concern.

12 And maybe what we should do, at that point,
13 and Mr. Ferrario, would your report have been
14 submitted by then?

15 MR. FERRARIO: I'll get it supplemented by
16 then and sooner, well in advance.

17 THE COURT: And so what we're going to do
18 with the status check, it just has issues. One of
19 the issues of paramount significance would be this:
20 what's a realistic scheduling order at that point.

21 And I don't know for sure what's going to
22 happen, but maybe "Moda" will still be an issue on
23 the table I have to grapple with, maybe not.

24 So but what I want to do is we have to
25 still move this case along. And we all agree on one

1 point, I think we can, and I don't think this is
2 that case necessarily because it probably has to be
3 tried. I don't even know if a settlement even is
4 feasible, but trial dates do help things get done
5 and accomplished, and so that's what I want to do.

6 So for the record, I will say this: The
7 January 27th, 2020, trial date will be off the
8 table.

9 One of the things I'm going to look at too,
10 and understand this, and this is -- like, for
11 example, today we have a calendar call at 10:30, and
12 some of the cases aren't going to go to trial.
13 Because we have trials, right, I want to try to --
14 wherever I put this, I'm going to try to
15 strategically put it in a place where it's going to
16 go to trial.

17 Interestingly, it would have been nice if
18 it would have been a business court case. It's not.
19 I looked at that. It's a "C." It's not a "B,"
20 believe it or not. If it was a "B," I could give it
21 some priority. I don't know how --

22 MR. FERRARIO: Maybe we should file a
23 motion and make it a "B."

24 THE COURT: I don't know how you do that.
25 But I'm quite sure you could figure that out. But

1 this is business court, and if it's a "B," we give
2 it more priority; right? Everybody understands
3 that.

4 And so that's what we'll do, and we'll
5 change the status check. For the record, it's going
6 to be more than issues; it's going to be the
7 supplemental disclosures as relates to experts.

8 And, No. 2, based upon the current status
9 of the case, you're going to update me what would be
10 a realistic and achievable trial date.

11 MR. FERRARIO: Thank you, Your Honor.

12 MS. BONHAM: Your Honor, for which hearing
13 date? I want to make sure I --

14 THE COURT: This is November 6th.

15 MS. BONHAM: The November 6.

16 I just wanted to make sure and confirm that
17 it was on the November 6th hearing date.

18 THE COURT: It's November 6 we have status
19 check issues. We're going to expand issues. We're
20 going to talk about the supplemental expert report
21 by Mr. Ferrario.

22 And make sure I get a copy of that.

23 MR. FERRARIO: I will, Your Honor.

24 THE COURT: And so I can be educated on it.
25 And just as important too, and we don't need any

1 briefing on it. We can talk about it.

2 MR. FERRARIO: Okay.

3 THE COURT: We don't. And then if there's
4 some discovery issues outstanding -- there appear to
5 be -- and I would hope you could work it out without
6 court intervention.

7 And just as important too, this still is a
8 "C" case. So, ideally, you would go to the
9 Discovery Commissioner for all those problems;
10 right? But I guess I'll handle it in such a manner
11 where it's akin to a "B" case and discovery issues
12 come up, I'll take care of those. That way it will
13 be a quicker resolution. There won't be a delay.

14 So anyone else want to add anything?

15 MR. BAILEY: Perfect, Your Honor.

16 MR. PRUITT: Your Honor, I thought it was a
17 "B" case because it moved over from --

18 MS. BONHAM: Judge Delaney.

19 MR. PRUITT: -- Judge Delaney.

20 MR. PRUNTY: I thought so too.

21 MS. BONHAM: I really believe, Your Honor,
22 that it is a business court case.

23 MR. PRUNTY: I think it is, Judge.

24 THE COURT: I thought I had saw some
25 C-stuff. Maybe it is a "B" case.

1 Is a it a "B" case?

2 THE CLERK: Yeah.

3 THE COURT: Okay. All right. Good. It's
4 a "B" case.

5 MR. BAILEY: Your Honor, just for the
6 record, on our Motion to Stay, you are staying your
7 ruling on that motion, subject to further rulings in
8 the future; correct?

9 THE COURT: Well, yeah. And I don't mind
10 telling you this, I don't think a stay would be
11 appropriate. It would be more akin to continuing
12 the matter and put it at a proper trial date.

13 MR. BAILEY: Perfect.

14 THE COURT: That's kind of how I see that
15 because we want to keep things moving forward, from
16 a discovery perspective. And because I think the
17 problem with the stay is essentially this, and
18 sometimes you have to do it, but everything stops
19 and the case isn't moving forward.

20 Even if you have a trial date further down
21 the road, you continue with your expert disclosures
22 and move the case along; you come in front of me
23 with potential discovery disputes as relates to
24 document productions and all those other things.

25 MR. BAILEY: And as you heard, we clearly

1 have no issue with moving forward with a lot of the
2 discovery that needs to take place.

3 MR. FERRARIO: Thank you, Your Honor.

4 MR. BAILEY: Thank you, Your Honor.

5 MS. BONHAM: Thank you, Your Honor.

6 THE COURT: We're going to vacate the trial
7 date. I'm going to give you a new trial date.

8 MR. FERRARIO: That's what I thought.
9 Thank you, Your Honor.

10 THE COURT: All right. Everyone enjoy your
11 day.

12 MR. BAILEY: Thank you, sir.

13

14 (The proceedings concluded at 10:19 a.m.)

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CERTIFICATE OF REPORTER

STATE OF NEVADA)
)SS:
COUNTY OF CLARK)

I, Dana J. Tavaglione, a duly commissioned and licensed Court Reporter, Clark County, State of Nevada, do hereby certify: That I reported the proceedings had in the above-entitled matter at the place and date indicated.

That I thereafter transcribed my said shorthand notes into typewriting and that the typewritten transcript of said proceedings is a complete, true and accurate transcription of said shorthand notes.

IN WITNESS HEREOF, I have hereunto set my hand, in my office, in the County of Clark, State of Nevada, this 25th day of October 2019.

/s/Dana J. Tavaglione

DANA J. TAVAGLIONE, RPR, CCR NO. 841