

**In the Supreme Court of Nevada**

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

Petitioners,

*vs.*

THE EIGHTH JUDICIAL DISTRICT COURT of the State of Nevada, in and for the County of Clark; and THE HONORABLE TIMOTHY C. WILLIAMS, District Judge,

Respondents,

and

THE STATE OF NEVADA COMMISSIONER OF INSURANCE, BARBARA D. RICHARDSON, in her official capacity as Receiver for NEVADA HEALTH CO-OP,

Real Party in Interest.

Electronically Filed  
Feb 16 2022 06:07 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

District Court Case  
No. A-17-760558-B

---

**REAL PARTY IN INTEREST'S APPENDIX  
PAGES 1-68**

---

DANIEL F. POLSENBERG (SBN 2376)  
JOEL D. HENRIOD (SBN 8492)  
J. CHRISTOPHER JORGENSEN (SBN 5382)  
ABRAHAM G. SMITH (SBN 13,250)  
LEWIS ROCA ROTHGERBER CHRISTIE LLP  
3993 Howard Hughes Parkway, Suite 600  
Las Vegas, Nevada 89169  
(702) 949-8200

MARK E. FERRARIO (SBN 1625)  
ERIC W. SWANIS (SBN 6840)  
DONALD L. PRUNTY (SBN 8994)  
GREENBERG TRAURIG LLP  
10845 Griffith Peak Drive,  
Suite 600  
Las Vegas, Nevada 89135  
(702) 792-3773

*Attorneys for Real Party in Interest*

**CHRONOLOGICAL TABLE OF CONTENTS TO APPENDIX**

<b>Tab</b>	<b>Document</b>	<b>Date</b>	<b>Vol.</b>	<b>Pages</b>
1	Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Extend Expert Disclosure Deadline on Order Shortening Time (First Request)	08/21/19	1	1–17
2	Notice of Entry or Order Granting Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Extend Expert Disclosure Deadline	09/30/19	1	18–23
3	Order Setting Civil Bench Trial, Pretrial, and Calendar Call, filed in <i>State of Nevada v. Silver State Health Insurance Exchange</i> , Case No. A-20-816161-C	03/22/21	1	24–25
4	Plaintiff's Opposition to Defendant Unite Here Health's Motion to Compel	07/28/21	1	26–60
5	Notice of Entry of Stipulation and Order to Dismiss Without Prejudice, filed in <i>State of Nevada v. Silver State Health Insurance Exchange</i> , Case No. A-20-816161-C	09/22/21	1	61–65
6	Docket in <i>State of Nevada v. Silver State Health Insurance Exchange</i> , Case No. A-20-816161-C		1	66–68

**ALPHABETICAL TABLE OF CONTENTS TO APPENDIX**

<b>Tab</b>	<b>Document</b>	<b>Date</b>	<b>Vol.</b>	<b>Pages</b>
1	Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Extend Expert Disclosure Deadline on Order Shortening Time (First Request)	08/21/19	1	1–17
6	Docket in <i>State of Nevada v. Silver State Health Insurance Exchange</i> , Case No. A-20-816161-C		1	66–68
5	Notice of Entry of Stipulation and Order to Dismiss Without Prejudice, filed in <i>State of Nevada v. Silver State Health Insurance Exchange</i> , Case No. A-20-816161-C	09/22/21	1	61–65
2	Notice of Entry or Order Granting Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Extend Expert Disclosure Deadline	09/30/19	1	18–23
3	Order Setting Civil Bench Trial, Pretrial, and Calendar Call, filed in <i>State of Nevada v. Silver State Health Insurance Exchange</i> , Case No. A-20-816161-C	03/22/21	1	24–25
4	Plaintiff's Opposition to Defendant Unite Here Health's Motion to Compel	07/28/21	1	26–60

## CERTIFICATE OF SERVICE

I certify that on February 16, 2022, I submitted the foregoing “Real Party in Interest’s Appendix” for filing *via* the Court’s eFlex electronic filing system. Electronic notification will be sent to the following:

John R. Bailey  
Dennis L. Kennedy  
Sarah E. Harmon  
Joseph A. Liebman  
BAILEY KENNEDY  
8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148

*Attorneys for Petitioners*

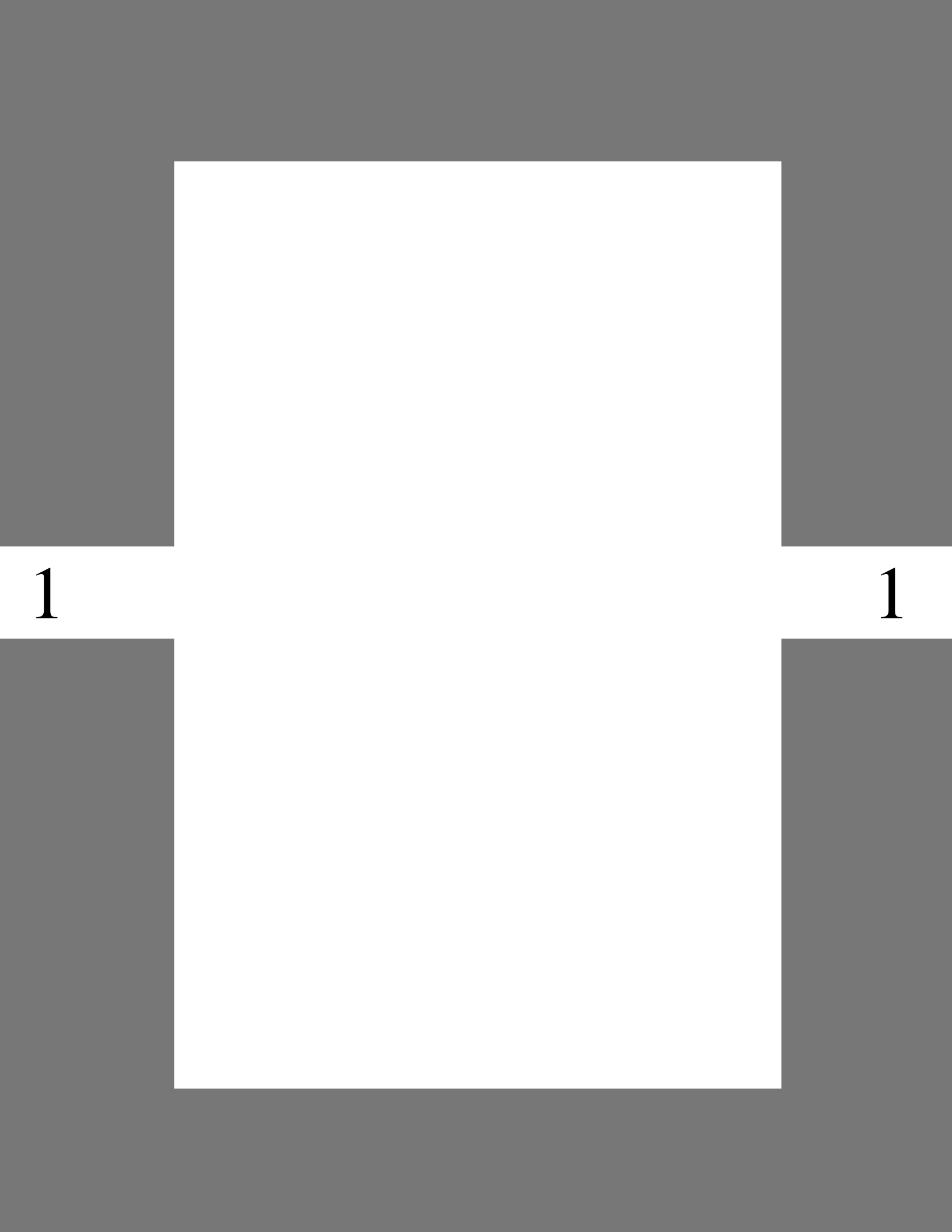
I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, at Las Vegas, Nevada, addressed as follows:

The Honorable Timothy C. Williams  
DISTRICT COURT JUDGE – DEPT. 16  
200 Lewis Avenue  
Las Vegas, Nevada 89155

*Respondent*

/s/ Jessie M. Helm  
An Employee of Lewis Roca Rothgerber Christie LLP

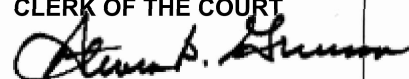




1

1

Electronically Filed  
8/21/2019 11:30 AM  
Steven D. Grierson  
CLERK OF THE COURT



ORIGINAL

**MEX (CIV)**

JOHN BAILEY

Nevada Bar No. 137

JOSEPH A. LIEBMAN

Nevada Bar No. 10125

**BAILEY ♦ KENNEDY**

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

[JBailey@BaileyKennedy.com](mailto:JBailey@BaileyKennedy.com)

[JLiebman@BaileyKennedy.com](mailto:JLiebman@BaileyKennedy.com)

SUZANNA C. BONHAM

Texas Bar No. 24012307

EMMA C. MATA

Texas Bar No. 24029470

**SEYFARTH SHAW LLP**

700 Milam, Suite 1400

Houston, Texas 77002

Telephone: (713) 225-2300

[sbonham@seyfarth.com](mailto:sbonham@seyfarth.com)

[emata@seyfarth.com](mailto:emata@seyfarth.com)

*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 9:00am  
APPROVED BY CU

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 overpayments<sup>1</sup> 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.<sup>2</sup> 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 <sup>1</sup> 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 <sup>2</sup> See Declaration of Christina Melnykovich, 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*  
JOHN BAILEY  
Joseph A. Liebman

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

### APPLICATION FOR ORDER SHORTENING TIME

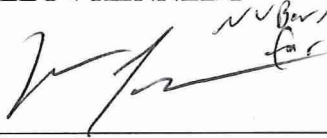
Pursuant to EDCR 2.26, Defendants hereby apply for an Order Shortening Time for their Motion to Extend Deadline for Expert Disclosures to be heard, which is based on the following Declaration of Suzanna C. Bonham.

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*  
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  
24  
25  
26  
27  
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  
CT

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.<sup>3</sup>

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

---

<sup>3</sup> 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.<sup>4</sup>

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.<sup>5</sup> 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,<sup>6</sup> 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."<sup>7</sup> 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 <sup>4</sup> 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 <sup>5</sup> See generally SDR Report, submitted under seal with an errata.

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

<sup>7</sup> 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.<sup>8</sup> 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).<sup>9</sup>

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.

<sup>8</sup> 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**.

<sup>9</sup> 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.<sup>10</sup> 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.<sup>11</sup> The remaining discovery deadlines will also need to be extended accordingly.

<sup>10</sup> See Declaration of Christina Melnykovich, attached hereto as Exhibit A.

<sup>11</sup> 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.<sup>12</sup>

**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 Osowski<sup>13</sup>**

- 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.<sup>14</sup>
- 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.

<sup>12</sup> 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.

<sup>13</sup> Report of Henry Osowski, attached hereto as **Exhibit F**.

<sup>14</sup> 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.<sup>15</sup>

**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 Fish<sup>16</sup>**

- 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.<sup>17</sup>

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.<sup>18</sup>

<sup>15</sup> Exhibit F at 44.

<sup>16</sup> Report of Mark Fish, attached hereto at **Exhibit G**.

<sup>17</sup> Exhibit G at FN60.

<sup>18</sup> 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.<sup>19</sup>

- 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.<sup>20</sup>
- 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

<sup>19</sup> SDR Report at 3.

<sup>20</sup> 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.<sup>21</sup> 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.

11 ///

13 ///

15 ///

17 ///

19 ///

21 ///

23 ///

25 ///

28 <sup>21</sup> See Declaration of Christina Melnykovich, attached hereto as Exhibit A.



#### IV. CONCLUSION

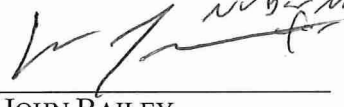
For the foregoing reasons, the Motion should be granted, and the deadline for Defendant's initial and rebuttal expert disclosures should be extended twelve (12) months after Defendants have received all of the supporting documents and claims information Plaintiff's experts relied upon in formulating 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:  *Exh. No. 1576*  
JOHN BAILEY  
Joseph A. Liebman

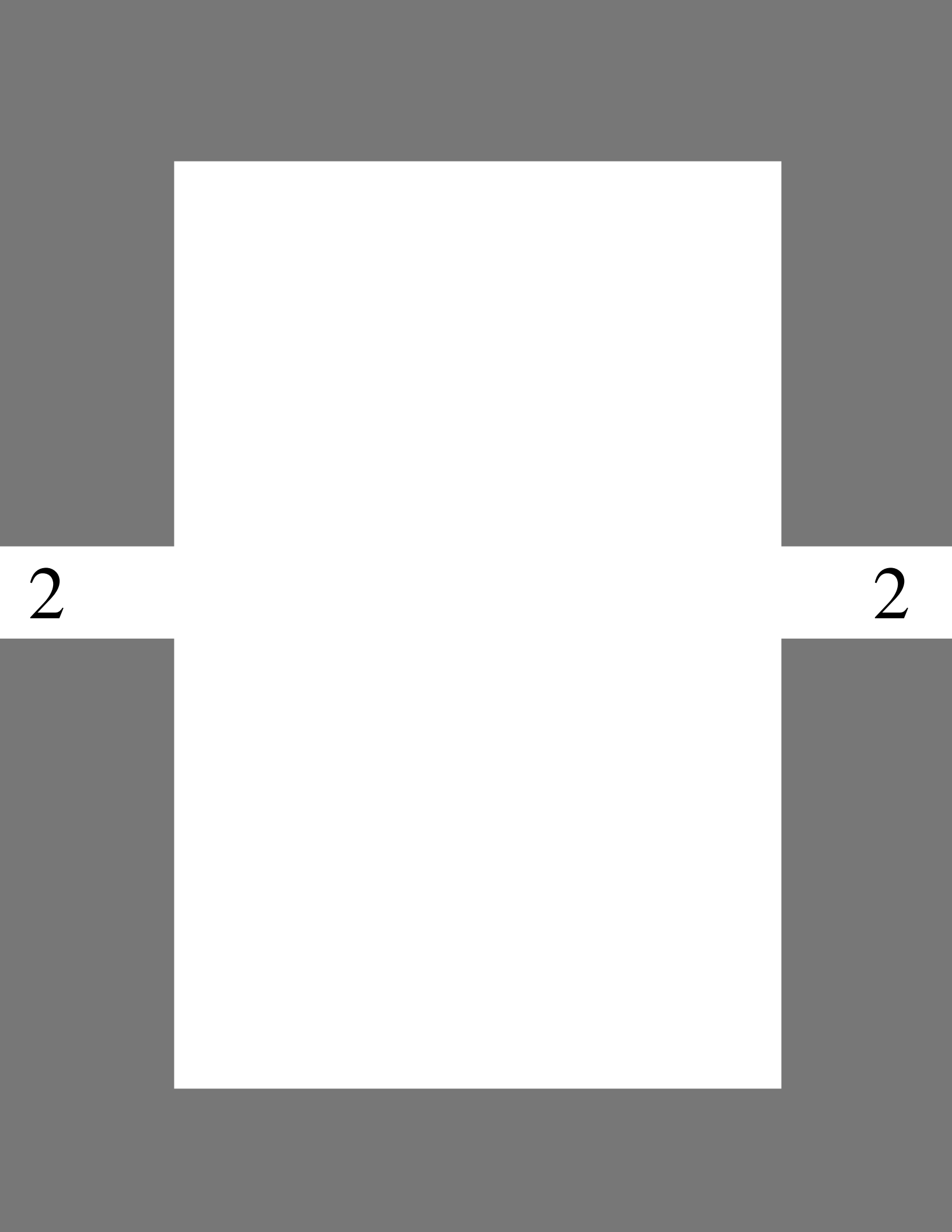
*Attorneys for Defendants Unite Here Health  
and Nevada Health Solutions, LLC*

# CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY❖KENNEDY and that on the 21<sup>st</sup> 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:

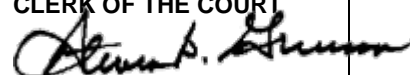
<p>Mark E. Ferrario, Esq. Eric W. Swanis, Esq. Donald L. Prunty, Esq. GREENBERG TRAURIG LLP 3773 Howard Hughes Pkwy., Suite 400 N Las Vegas, NV 89169 <a href="mailto:ferrariom@gtlaw.com">ferrariom@gtlaw.com</a> <a href="mailto:swanise@gtlaw.com">swanise@gtlaw.com</a> <a href="mailto:pruntyd@gtlaw.com">pruntyd@gtlaw.com</a></p> <p><i>Attorneys for Plaintiff</i></p>	<p>John E. Bragonie, Esq. Jennifer K. Hostetler, Esq. LEWIS ROCA ROTHGERBER CHRISTIE LLP 3993 Howard Hughes Pkwy., Suite 600 Las Vegas, NV 89169 <a href="mailto:jbragonie@lrrc.com">jbragonie@lrrc.com</a> <a href="mailto:jhostetler@lrrc.com">jhostetler@lrrc.com</a></p> <p><i>Attorneys for Defendant Millennium Consulting Services LLC</i></p>
<p>Patrick G. Byrne Esq. Ale L. Fugazzi, Esq. Aleem A. Dhalla, Esq. SNELL &amp; WILMER LLP 3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89189 <a href="mailto:pbyrne@swlaw.com">pbyrne@swlaw.com</a> <a href="mailto:afugazzi@swlaw.com">afugazzi@swlaw.com</a> <a href="mailto:adhalla@swlaw.com">adhalla@swlaw.com</a></p> <p><i>Attorneys for Defendants Milliman, Inc. Jonathan L. Shreve and Mary van der Heijde</i></p>	<p>Joseph P. Garin, Esq. Angela T. Nakamura Ochoa, Esq. LIPSON NEILSON, P.C. 9900 Covington Cross Dr., Suite 120 Las Vegas, NV 89144 <a href="mailto:jgarin@lipsonneilson.com">jgarin@lipsonneilson.com</a> <a href="mailto:aocchoa@lipsonneilson.com">aocchoa@lipsonneilson.com</a></p> <p><i>Attorneys for Defendants Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie and Linda Mattoon</i></p>
<p>Kurt R. Bonds Matthew Pruitt ALVERSON TAYLOR &amp; SANDERS 6605 Grand Montecito Parkway, Suite 200 Las Vegas, NV 89149 <a href="mailto:kbonds@alversontaylor.com">kbonds@alversontaylor.com</a></p> <p><i>Attorneys for Defendants InsureMonkey, Inc. and Alex Rivlin</i></p>	<p>Lori E. Sideman, Esq. Russell B. Brown, Esq. MEYERS McCONNELL REISZ SIDERMAN 1745 Village Center Circle Las Vegas, NV 89134 <a href="mailto:sideman@mmrs-law.com">sideman@mmrs-law.com</a> <a href="mailto:brown@mmrs-law.com">brown@mmrs-law.com</a></p> <p><i>Attorneys for Defendants Martha Hayes and Dennis T. Larson</i></p>

  
/s/ Sharon L. Murnane  
Employee of BAILEY❖KENNEDY



2

2



1 **NEOJ (CIV)**

JOHN BAILEY

2 Nevada Bar No. 137

JOSEPH A. LIEBMAN

3 Nevada Bar No. 10125

**BAILEY ♦ KENNEDY**

4 8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

5 Telephone: 702.562.8820

Facsimile: 702.562.8821

6 [JBailey@BaileyKennedy.com](mailto:JBailey@BaileyKennedy.com)

[JLiebman@BaileyKennedy.com](mailto:JLiebman@BaileyKennedy.com)

7 SUZANNA C. BONHAM

8 Texas Bar No. 24012307

EMMA C. MATA

9 Texas Bar No. 24029470

**SEYFARTH SHAW LLP**

10 700 Milam, Suite 1400

Houston, Texas 77002

11 Telephone: (713) 225-2300

[sbonham@seyfarth.com](mailto:sbonham@seyfarth.com)

12 [emata@seyfarth.com](mailto:emata@seyfarth.com)

13 *Attorneys for Defendants*

*UNITE HERE HEALTH AND*

14 *NEVADA HEALTH SOLUTIONS, LLC*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17  
18 STATE OF NEVADA, EX REL.  
19 COMMISSIONER OF INSURANCE,  
20 BARBARA D. RICHARDSON, IN HER  
OFFICIAL CAPACITY AS RECEIVER FOR  
NEVADA HEALTH CO-OP,

21 Plaintiff,

22 v.

23 MILLIMAN, INC., a Washington Corporation;  
24 JONATHAN L. SHREVE, an Individual;  
25 MARY VAN DER HEIJDE, an Individual;  
26 MILLENNIUM CONSULTING SERVICES,  
27 LLC, a North Carolina Corporation; LARSON &  
28 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-B

Dept. No. XVI

**NOTICE OF ENTRY OF ORDER  
GRANTING DEFENDANTS UNITE  
HERE HEALTH AND NEVADA  
HEALTH SOLUTIONS, LLC'S  
MOTION TO EXTEND EXPERT  
DISCLOSURE DEADLINE**

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.

**NOTICE OF ENTRY OF ORDER GRANTING DEFENDANTS  
UNITE HERE HEALTH AND NEVADA HEALTH SOLUTIONS, LLC'S  
MOTION TO EXTEND EXPERT DISCLOSURE DEADLINE**

PLEASE TAKE NOTICE that an Order Granting Defendants Unite Here Health and Nevada Health Solutions, LLC's Motion to Extend Expert Disclosure Deadline was entered in the above-entitled action on September 30, 2019, a true and correct copy of which is attached hereto.

DATED this 30th day of September, 2019.

SEYFARTH SHAW LLP

By: /s/ Suzanna C. Bonham  
SUZANNA C. BONHAM  
Texas Bar No. 24012307  
EMMA C. MATA  
Texas Bar No. 24029470

BAILEY❖KENNEDY

By: /s/ Joseph A. Liebman  
JOHN BAILEY  
Nevada Bar No. 137  
JOSEPH A. LIEBMAN  
Nevada Bar No. 10125

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

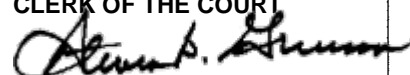
## CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY❖KENNEDY and that on the 30<sup>th</sup> day of September, 2019, service of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANTS UNITE HERE HEALTH AND NEVADA HEALTH SOLUTIONS, LLC'S MOTION TO EXTEND EXPERT DISCLOSURE DEADLINE** 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:

<p>Mark E. Ferrario, Esq. Eric W. Swanis, Esq. Donald L. Prunty, Esq. GREENBERG TRAURIG LLP 3773 Howard Hughes Pkwy., Suite 400 N Las Vegas, NV 89169 <a href="mailto:ferrariom@gtlaw.com">ferrariom@gtlaw.com</a> <a href="mailto:swanise@gtlaw.com">swanise@gtlaw.com</a> <a href="mailto:pruntyd@gtlaw.com">pruntyd@gtlaw.com</a></p> <p><i>Attorneys for Plaintiff</i></p>	<p>John E. Bragonie, Esq. Jennifer K. Hostetler, Esq. LEWIS ROCA ROTHGERBER CHRISTIE LLP 3993 Howard Hughes Pkwy., Suite 600 Las Vegas, NV 89169 <a href="mailto:jbragonie@lrrc.com">jbragonie@lrrc.com</a> <a href="mailto:jhostetler@lrrc.com">jhostetler@lrrc.com</a></p> <p><i>Attorneys for Defendant Millennium Consulting Services LLC</i></p>
<p>Patrick G. Byrne Esq. Ale L. Fugazzi, Esq. Aleem A. Dhalla, Esq. SNELL &amp; WILMER LLP 3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89189 <a href="mailto:pbyrne@swlaw.com">pbyrne@swlaw.com</a> <a href="mailto:afugazzi@swlaw.com">afugazzi@swlaw.com</a> <a href="mailto:adhalla@swlaw.com">adhalla@swlaw.com</a></p> <p><i>Attorneys for Defendants Milliman, Inc. Jonathan L. Shreve and Mary van der Heijde</i></p>	<p>Joseph P. Garin, Esq. Angela T. Nakamura Ochoa, Esq. LIPSON NEILSON, P.C. 9900 Covington Cross Dr., Suite 120 Las Vegas, NV 89144 <a href="mailto:jgarin@lipsonneilson.com">jgarin@lipsonneilson.com</a> <a href="mailto:aochoa@lipsonneilson.com">aochoa@lipsonneilson.com</a></p> <p><i>Attorneys for Defendants Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil Dibsie and Linda Mattoon</i></p>
<p>Kurt R. Bonds Matthew Pruitt ALVERSON TAYLOR &amp; SANDERS 6605 Grand Montecito Parkway, Suite 200 Las Vegas, NV 89149 <a href="mailto:kbonds@alversontaylor.com">kbonds@alversontaylor.com</a></p> <p><i>Attorneys for Defendants InsureMonkey, Inc. and Alex Rivlin</i></p>	<p>Lori E. Sideman, Esq. Russell B. Brown, Esq. MEYERS McCONNELL REISZ SIDERMAN 1745 Village Center Circle Las Vegas, NV 89134 <a href="mailto:sideman@mmrs-law.com">sideman@mmrs-law.com</a> <a href="mailto:brown@mmrs-law.com">brown@mmrs-law.com</a></p> <p><i>Attorneys for Defendants Martha Hayes and Dennis T. Larson</i></p>

/s/ Sharon L. Murnane  
Employee of BAILEY❖KENNEDY

Electronically Filed  
9/30/2019 2:20 PM  
Steven D. Grierson  
CLERK OF THE COURT



# ORIGINAL

1 JOHN R. BAILEY  
Nevada Bar No. 137  
2 JOSEPH A. LIEBMAN  
Nevada Bar No. 10125  
3 **BAILEY ♦ KENNEDY**  
8984 Spanish Ridge Avenue  
4 Las Vegas, Nevada 89148-1302  
Telephone: 702.562.8820  
5 Facsimile: 702.562.8821  
[JBailey@BaileyKennedy.com](mailto:JBailey@BaileyKennedy.com)  
6 [JLiebman@BaileyKennedy.com](mailto:JLiebman@BaileyKennedy.com)

7 SUZANNA C. BONHAM  
Texas Bar No. 24012307  
8 EMMA C. MATA  
Texas Bar No. 24029470  
9 **SEYFARTH SHAW LLP**  
700 Milam, Suite 1400  
10 Houston, Texas 77002  
Telephone: (713) 225-2300  
11 [sbonham@seyfarth.com](mailto:sbonham@seyfarth.com)  
[emata@seyfarth.com](mailto:emata@seyfarth.com)

*Attorneys for Defendants*  
13 *UNITE HERE HEALTH AND*  
14 *NEVADA HEALTH SOLUTIONS, LLC*

## DISTRICT COURT

## CLARK COUNTY, NEVADA

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

v.

21 MILLIMAN, INC., a Washington Corporation;  
JONATHAN L. SHREVE, an Individual;  
22 MARY VAN DER HEIJDE, an Individual;  
MILLENNIUM CONSULTING SERVICES,  
23 LLC, a North Carolina Corporation; LARSON &  
COMPANY P.C., a Utah Professional  
24 Corporation; DENNIS T. LARSON, an  
Individual; MARTHA HAYES, an Individual;  
25 INSUREMONKEY, INC., a Nevada  
Corporation; ALEX RIVLIN, an Individual;  
26 NEVADA HEALTH SOLUTIONS, LLC, a  
Nevada Limited Liability Company; PAMELA  
27 EGAN, an Individual; BASIL C. DIBSIE, an  
Individual; LINDA MATTOON, an Individual;  
28 TOM ZUMTOBEL, an Individual; BOBBETTE

Case No. A-17-760558-C  
Dept. No. XVI

### ORDER GRANTING DEFENDANTS UNITE HERE HEALTH AND NEVADA HEALTH SOLUTIONS, LLC'S MOTION TO EXTEND EXPERT DISCLOSURE DEADLINE

SEP 25 2019

**BAILEY ♦ KENNEDY**  
8984 SPANISH RIDGE AVENUE  
LAS VEGAS, NEVADA 89148-1302

000021

000021

1 BOND, an Individual; KATHLEEN SILVER, an  
 2 Individual; DOES I through X inclusive; and  
 3 ROE CORPORATIONS I-X, inclusive,  
 Defendants.

4  
 5 Unite Here Health (“UHH”) and Nevada Health Solutions, LLC’s (“NHS”) Motion to Extend  
 6 Expert Disclosure Deadline came before this Court for hearing on August 27, 2019 at 9 a.m. The  
 7 Motion was joined by Defendants Kathleen Silver, Bobbette Bond, Tom Zumtobel, Pam Egan, Basil  
 8 Dibsie, and Linda Mattoon (the “Management Defendants”), and InsureMonkey, Inc. and Alex  
 9 Rivlin (the “InsureMonkey Defendants”). The Motion was opposed by Plaintiff.

10 Appearing were Suzanna Bonham and Joseph Liebman on behalf of UHH and NHS, Mr.  
 11 Ferrario, Mr. Prunty and Ms. Bedker on behalf of the Plaintiff, Angela Ochoa on behalf of the  
 12 Management Defendants, Matt Pruitt on behalf of the InsureMonkey Defendants, and Russell Brown  
 13 on behalf of Larson & Company, PC, Dennis Larson and Martha Hayes (collectively, the “Larson  
 14 Defendants”). No other parties appeared.

15 This Court, having considered the papers and pleadings on file and the arguments of counsel  
 16 for all parties, and for good cause appearing, finds:

17 **IT IS HEREBY ORDERED** that Defendants’ Motion to Extend Expert Disclosure Deadline  
 18 is **GRANTED**;

19 **IT IS HEREBY ORDERED** that Defendants’ deadline to designate initial and rebuttal  
 20 expert witnesses is extended until December 5, 2019;<sup>1</sup>

21 ///

22 ///

23 ///

24 ///

25 ///

26  
 27  
 28 <sup>1</sup> Due to the Thanksgiving holiday, the Parties have agreed to extend the deadline from December 2 until December 5, 2019.



1 ///

2 ///

3 **IT IS FURTHER HEREBY ORDERED** that a status conference to discuss expert  
 4 disclosures and discovery issues is set for November 6, 2019 at 9:00 a.m. and that a status report is  
 5 to be filed by November 1, 2019;

6 DATED this 26<sup>th</sup> day of Sept., 2019.

7

8

9

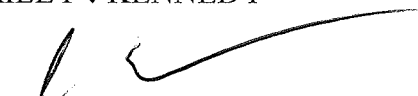
  
 DISTRICT COURT JUDGE *CG*

10

11 Submitted by:

12 BAILEY ♦ KENNEDY

13

14 By 

15 JOHN R. BAILEY  
 JOSEPH A. LIEBMAN  
 8984 Spanish Ridge Avenue  
 Las Vegas, NV 89148-1302

16

17 SEYFARTH SHAW LLP

18

19 By: /s/ Suzanna C. Bonham  
 SUZANNA C. BONHAM  
 EMMA C. MATA  
 700 Milam, Suite 1400  
 Houston, TX 77002

20

21 *Attorneys for Defendants UNITE HERE HEALTH*  
 22 *AND NEVADA HEALTH SOLUTIONS, LLC*

23

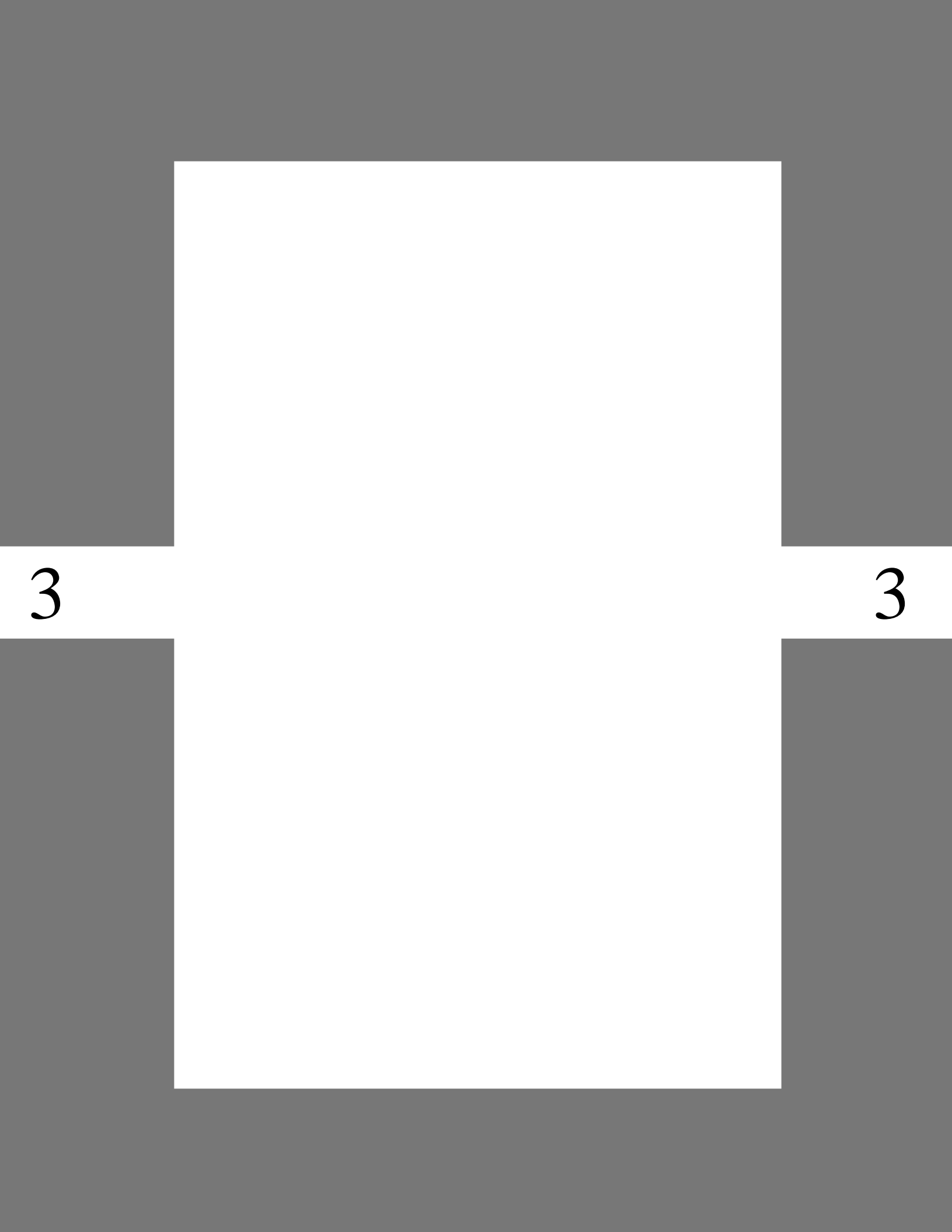
24

25

26

27

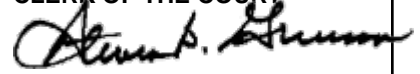
28



3

3

Electronically Filed  
3/22/2021 12:17 PM  
Steven D. Grierson  
CLERK OF THE COURT



OSBT

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

State of Nevada,  
Plaintiff(s)

Case No. A-20-816161-C  
Dept No. 5

Vs.

Silver State Health Insurance Exchange,  
Defendant(s)

**ORDER SETTING CIVIL BENCH TRIAL, PRETRIAL, AND CALENDER CALL**

IT IS HEREBY ORDERED THAT:

A. The above entitled case is set for a **five week stack to begin on Monday, November 15, 2021, at 9:00 a.m.**

B. **A Pre-Trial Conference to discuss trial readiness with the designated attorney and/or parties in proper person will be held on Tuesday, October 12, 2021, at 11:00 a.m.** Counsel should be prepared to advise the Court of status of discovery, any settlement negotiations, and any other matters which may impact timely resolution for the case.

C. **A Calendar Call will be held on Monday, November 8, 2021, at 8:30 a.m.** Trial Counsel and/or any party in proper person must appear.

D. **The Joint Pre-trial Memorandum must be filed no later than 4:00 p.m. on Friday, November 5, 2021.** All parties, (Attorneys and parties in Proper Person) must comply with EDCR 2.67. The Joint Pre-trial Memorandum must identify/outline Orders in Limine made in the case.

E. All discovery deadlines, deadlines for filing dispositive motions and motions to

1 amend the pleadings or add parties are controlled by the previous Stipulation and Order to Extend  
2 Deadlines.

3 F. Pursuant to EDCR 2.35, a motion to continue trial due to any discovery issues or  
4 deadlines must be made before the Judge.


5 G. Pursuant to EDCR 2.47, all motions in limine to exclude or admit evidence must be  
6 in writing and filed not less than **45 days** prior to the date set for trial and must be heard not less than  
7 **14** days prior to trial.

8 Orders shortening time will not be signed except in extreme emergencies and an upcoming  
9 trial date is not considered an extreme emergency in this context.

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

14 Counsel must advise the Court immediately when the case settles or is otherwise resolved  
15 prior to trial. A Stipulation which terminates a case by dismissal shall also indicate whether a  
16 Scheduling Order has been filed and if a trial date has been set, and the date of that trial.

17 Dated March 22, 2021

18 

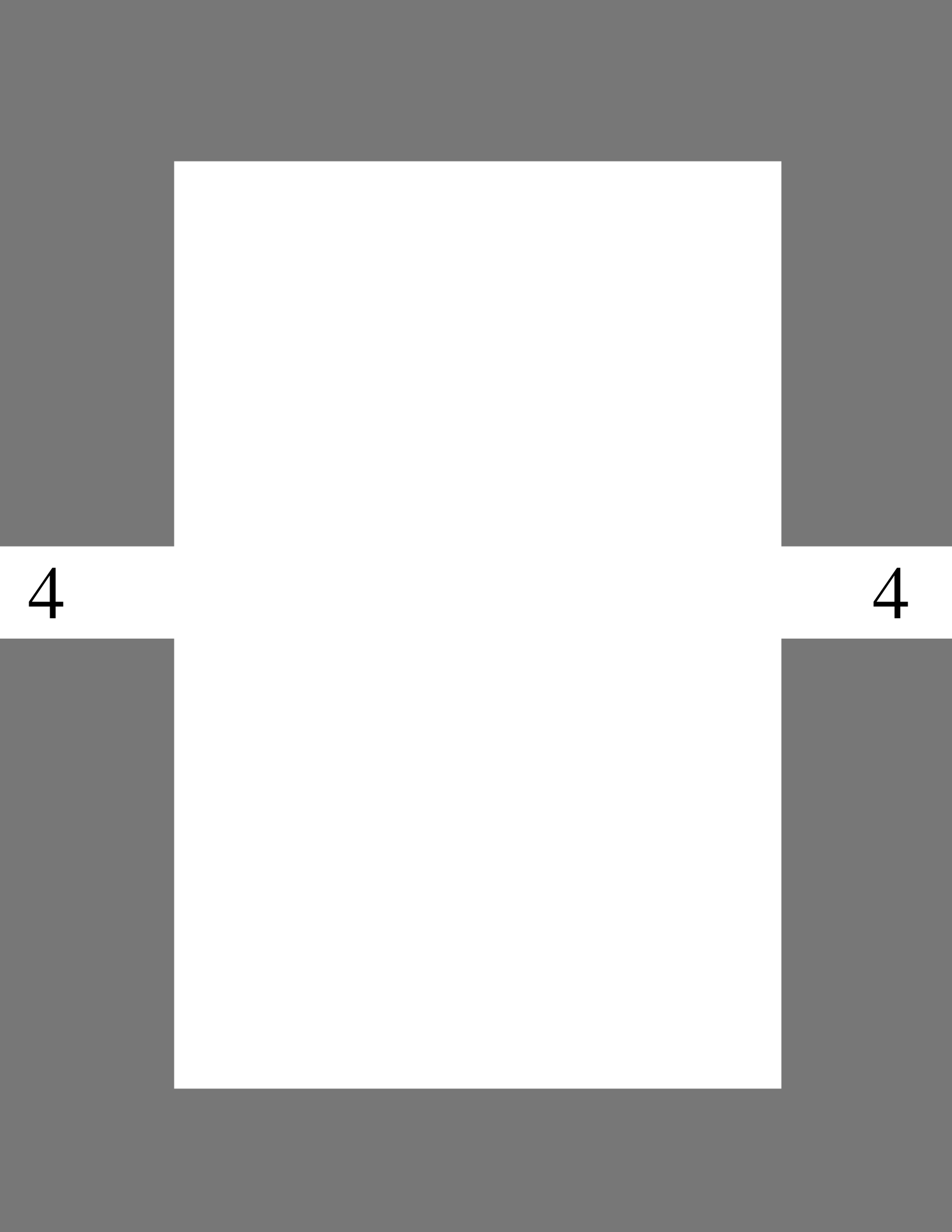
19 \_\_\_\_\_  
20 Veronica Barisich  
21 Judge, District Court, Department 5

22 CERTIFICATE OF SERVICE

23 I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a  
24 copy of this Order was electronically served to all registered users on this case in the Eighth Judicial  
25 District Court Electronic Filing System.

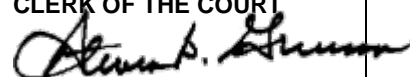
26 /s/ Tara Moser

27 Tara Moser  
28 Judicial Executive Assistant



4

4


**OPPM**

DANIEL F. POLSENBERG (SBN 2376)  
JOEL D. HENRIOD (SBN 8492)  
ABRAHAM G. SMITH (SBN 13,250)  
LEWIS ROCA ROTHGERBER CHRISTIE LLP  
3993 Howard Hughes Parkway, Suite 600  
Las Vegas, Nevada 89169-5996  
(702) 949-8200

[DPolsenberg@LewisRoca.com](mailto:DPolsenberg@LewisRoca.com)

*Attorneys for Plaintiff*

DISTRICT COURT  
CLARK COUNTY, NEVADA

STATE OF NEVADA, ex rel. Commis-  
sioner of Insurance, BARBARA D.  
RICHARDSON, in her Official Capacity  
as Receiver for NEVADA HEALTH CO-OP,

Plaintiff,

v.

MILLIMAN, INC., *et al.*,

Defendants.

Case No. A-17-760558-C  
Dept. No. 16

**PLAINTIFF'S OPPOSITION TO  
DEFENDANT UNITE HERE HEALTH'S  
MOTION TO COMPEL**

Defendant Unite Here Health (“UHH”) is attempting through its motion to compel to sidestep the prior, binding rulings from this Court—both in this department (Case No. A-17-760558-C) and in the receivership action (Case No. A-15-725244-C). Interrogatory 31 of UHH’s “Third Set of Interrogatories” and requests for production 3, 4, 6, and 7 of UHH’s “Sixth Set of Requests for Production” seek information made conclusively irrelevant by the January 15, 2021 “Order Denying Motion to Disqualify Greenberg Traurig, LLP and to Disgorge Attorney’s Fees” in Case No. A-15-725244-C (“Disqualification Order”) (attached as Ex. 1); and the May 26, 2021 “Order Denying Motions (I) for Leave to File Third-Party Complaint and (II) to Consolidate” in Case No. A-17-760558-C (“Order on Third-Party Complaint”). Despite that UHH is challenging these orders in the Supreme Court, UHH continues to harass plaintiff with vexatious discovery requests that seek to evade the impact of those orders.

1 Plaintiff's litigation strategy, mental impressions, and legal rationale for  
2 not including Xerox State Healthcare, LLC ("Xerox") in this asset-recovery liti-  
3 gation have no relevance to UHH's affirmative defenses and are protected work  
4 product. As the motion to compel makes clear, UHH is not seeking information  
5 related to Xerox's alleged negligence; rather, UHH hopes to spin a grand con-  
6 spiracy against it involving plaintiff's Greenberg Traurig counsel and Xerox.  
7 This Court has already rejected UHH's efforts to expand this litigation. *See*  
8 Disqualification Order; Order on Third-Party Complaint. Plaintiff respectfully  
9 requests that UHH's attempted end run around these rulings be denied.

### 10 POINTS AND AUTHORITIES

#### 11 I. THE REQUESTED INFORMATION IS IRRELEVANT

##### 12 A. Plaintiff Has No Claims Against Xerox; 13 the Requests are Irrelevant to UHH's Defenses

14 Greenberg Traurig's relationship to Xerox and plaintiff's litigation deci-  
15 sions relating to Xerox are not at issue in this matter. Discovery is limited to  
16 "nonprivileged matter that is relevant to any party's claims or defenses and pro-  
17 portional to the needs of the case." NRCP 26(b)(1).

18 There is no dispute that plaintiff has no claims against Xerox, a third  
19 party with whom plaintiff had no contractual relationship.

20 UHH asserts that it requires information relating to plaintiff's decision to  
21 not include Xerox in this suit in order to establish its affirmative defenses at  
22 trial. Those defenses, as described by UHH, are

- 23 • Any and all damages sustained by Plaintiff are the result of  
24 negligence, breach of contract and breach of warranty, express  
25 and/or implied of a third party over whom UHH has no control.
- 26 • Any and all alleged problems and damages were proximately  
27 caused or contributed to by the acts of other persons and/or other  
28 entities and that said acts were an intervening and/or superseding  
cause of the injuries and damages, if any, thus barring any recover-  
ing against UHH.

1 (See Motion to Compel, at 7). At no point in its motion does UHH explain how  
2 plaintiff's decisions regarding the lawsuit provide any new information regard-  
3 ing Xerox's alleged negligence. UHH has already received the information rele-  
4 vant to its defenses from Xerox, and plaintiff has already provided all relevant  
5 information in her possession.

6 There is a clear logical gap in UHH's reasoning that the affirmative de-  
7 fenses necessitate disclosure of this information. (See, e.g., Motion to Compel,  
8 at 13-14 ("UHH has asserted numerous affirmative defenses which focus on  
9 nonparties' (such as Xerox) culpability as it relates to the CO-OP's eventual de-  
10 mise. Accordingly, in 2020, UHH served various interrogatories and requests  
11 for production which were focused on the rationale for why Xerox was not  
12 named as a defendant by the Receiver, *and whether or not Greenberg Trau-*  
13 *rig's representation of Xerox played any part in that decision.*") (empha-  
14 sis in original).) Xerox's alleged culpability and negligence while operating Ne-  
15 vada's health exchange prior to 2014 has no relationship to plaintiff's litigation  
16 decisions. See *V5 Techs. v. Switch, Ltd.*, 334 F.R.D. 306, 311 (D. Nev. 2019)  
17 (denying motion to compel and finding retainer agreement and litigation fund-  
18 ing source irrelevant).

19 **B. UHH Is Trying to Pursue a Conspiracy Theory**  
20 **Rejected by this Court and the Receivership Court**

21 As the motion makes obvious, UHH's affirmative defenses are merely a  
22 pretext for UHH's true aim—to build a conspiracy theory involving Greenberg  
23 Traurig, plaintiff, and Xerox. (See Motion at 25 ("The information and docu-  
24 mentation sought . . . is highly relevant. It all relates to the potential effects of  
25 Greenberg Traurig's conflicts of interest on the decision not to include Xerox as  
26 a defendant in this litigation. . . . In other words, because Greenberg Traurig is  
27 ethically barred from suing its current and/or former clients, did it seek out an-  
28 other party such as UHH to sue instead?").)



1 The orders denying Xerox's impleader and Greenberg Traurig's disqualifi-  
2 cation<sup>1</sup> conclusively settled that "whether Greenberg Traurig's representation of  
3 other clients such as Xerox had any effect on the CO-OP's decision to sue UHH"  
4 is not at issue. (Motion to Compel, at 26). The orders delineate the scope of rel-  
5 evance for purposes of Rule 26 and Rule 34.

6 While UHH is challenging both orders in appeals and writ proceedings  
7 before the Nevada Supreme Court, that Court—the only court that could over-  
8 turn them—has not done so. Those orders remain binding. *Rish v. Simao*, 132  
9 Nev. 189, 198, 368 P.3d 1203, 1210 (2016) ("[a] party is required to follow court  
10 orders, even erroneous ones, until overturned or terminated") (citing *Walker v.*  
11 *City of Birmingham*, 388 U.S. 307, 320-21 (1967)); cf. *Edwards v. Ghandour*,  
12 123 Nev. 105, 116-17, 159 P.3d 1086, 1093-94 (2007) ("we conclude that the bet-  
13 ter reasoned approach, adopted by a majority of courts, is to give a judgment  
14  
15

---

16 <sup>1</sup> Moreover, the disqualification question is expressly reserved to the receiver-  
17 ship court. See NRS 696B.290(6) (appointment of counsel). Indeed, the receiv-  
18 ership court has exclusive jurisdiction over requests for relief "incidental or re-  
19 lating" to the receivership. See NRS 696B.190(4); see also *E. Reinhart Co. v.*  
20 *Oklahoma Gold Mining Co.*, 48 Nev. 32, 233 P. 842, 842 (1925) ("no other court  
21 has jurisdiction over the assets of a corporation for which a receiver has been  
22 appointed, or authority to control the receiver, other than the court in which the  
23 receivership matter is pending"). (Ex. 2, Permanent Injunction and Order Ap-  
24 pointing Commissioner as Permanent Receiver of Nevada Health Co-op, filed  
25 Oct. 14, 2015, in Case No. A-15-725244-C.)

26 The Disqualification Order is thus effectively unreviewable here, akin to  
27 claim and issue preclusion. See *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048,  
28 1056, 194 P.3d 709, 714 (2008). A decision retains its preclusive effect even  
while it is being challenged on appeal. See *Edwards v. Ghandour*, 123 Nev. 105,  
116-17, 159 P.3d 1086, 1093-94 (2007) ("we conclude that the better reasoned  
approach, adopted by a majority of courts, is to give a judgment preclusive effect  
even when it is on appeal or the appeal period is running") (citing  
RESTATEMENT (SECOND) OF JUDGMENTS § 13 cmt. f (1982)), *abrogated on other*  
*grounds by Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d 709 (2008).

1 preclusive effect even when it is on appeal or the appeal period is running”) (cit-  
2 ing RESTATEMENT (SECOND) OF JUDGMENTS § 13 cmt. f (1982)), *abrogated on*  
3 *other grounds by Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 194 P.3d 709  
4 (2008).

5 The law-of-the-case doctrine prohibits “re-open[ing]” questions that have  
6 previously been decided “explicitly or by necessary implication.” *FQ Men’s*  
7 *Club, Inc. v. City of Reno*, 133 Nev. 1010, 396 P.3d 746 (2017); *Recontrust Co. v.*  
8 *Zhang*, 130 Nev. 1, 7-8, 317 P.3d 814, 818 (2014) (“[A] court involved in later  
9 phases of a lawsuit should not re-open questions decided (i.e., established as  
10 law of the case) by that court . . . in earlier phases.”). The law of the case doc-  
11 trine “counsels a court against revisiting its prior rulings in subsequent stages  
12 of the same case absent cogent and compelling reasons such as an intervening  
13 change of controlling law, the availability of new evidence, or the need to correct  
14 a clear error or prevent manifest injustice.” *D’Iorio v. Winebow, Inc.*, 68 F.  
15 Supp. 3d 334, 359 (E.D.N.Y. 2014). No such reasons exist here.

16 Xerox is not a party, Greenberg Traurig has not been disqualified, and the  
17 discovery requests have no relevance to UHH’s affirmative defenses. *See* 18B  
18 WRIGHT & MILLER, FEDERAL PRACTICE AND PROCEDURE § 4478.5 (2d ed.) (“If an  
19 attempt is made to press the same fact issue for a second time on an unchanged  
20 record, law-of-the-case reluctance approaches maximum force.”); *Id.* § 4478.4  
21 (discussing how “later courts tend to adhere to earlier rulings by other courts  
22 for the same reasons that inform general law-of-the-case practices.”).

23 **C. UHH’s Requests Are a Vexatious Attempt**  
24 **to Avoid the Court’s Rulings**

25 This Court has already expressed concern that UHH is attempting to “un-  
26 duly complicate the pending action by injecting tangential issues such as poten-  
27 tial conflicts resulting in the disqualification of plaintiff’s counsel.” (Order on  
28 Third-Party Complaint, at 2-3.) Having failed to disqualify Greenberg Traurig

1 and to include Xerox in the case, UHH now turns to bad-faith discovery tactics  
2 to continue to press this irrelevant and unsupported theory. These discovery  
3 requests are designed specifically to harass and burden plaintiff after the courts  
4 have ruled that this case is not about plaintiff or Greenberg Traurig pursuing  
5 Xerox.

6 As nothing sought in UHH's motion to compel is relevant to this action,  
7 plaintiff respectfully requests that the motion be denied.

## 8 **II. PLAINTIFF'S RESPONSES AND OBJECTIONS ARE PROPER**

### 9 **A. Interrogatory No. 31**

10 Nothing sought by UHH in Interrogatory No. 31 is relevant to this mat-  
11 ter. Even so, without waiving any objections, plaintiff provided UHH with a  
12 substantive answer. Interrogatory No. 31 requested an explanation "why Plain-  
13 tiff did not include Xerox and/or any of its affiliates, parent entities, and/or sub-  
14 sidiaries as a defendant in this action." (Motion to Compel, at 14). Plaintiff re-  
15 sponded that she believed "Xerox was a vendor of the Silver State Health Insur-  
16 ance Exchange and had no direct contractual relationship with NHC. In this  
17 instant case, based on the merits and resources of the receivership, plaintiff  
18 elected to pursue those entities and individuals that were most directly respon-  
19 sible for NHC's damages." (*Id.*, at 15). Plaintiff further responded that she re-  
20 served the right to pursue litigation against Xerox, if the evidence merited it.  
21 (*Id.*).

22 UHH does not cite any Nevada authority supporting its argument that re-  
23 sponses subject to objections are improper.<sup>2</sup> Plaintiff gave a sufficient answer to  
24 a question that UHH had no right to ask. Moreover, the motion to compel does  
25

---

26 <sup>2</sup> UHH's argument regarding "conditional responses" reflects the view of a tiny  
27 minority of courts; specifically, magistrate judges in the Southern District of  
28 California, the Southern District of Florida, and the District of Kansas. Plain-  
tiff's answers subject to objections are proper.

1 not identify how plaintiff's response was inadequate, other than to theorize  
2 there should be more. A motion to compel is improper when the filing party  
3 simply wanted a different response.

4 **B. Plaintiff's Objections Are Not Boilerplate**

5 Plaintiff's objections to the discovery requests at issue are not boilerplate  
6 simply because they cover similar grounds. The fact is simply that each of  
7 UHH's requests are objectionable for the same reasons: (1) they are irrelevant  
8 to this action; (2) any documents responsive to the requests may be protected by  
9 the attorney client privilege and the attorney work product privilege; and (3)  
10 the Court has taken under submission the issue of the scope of the attorney cli-  
11 ent and attorney work product privileges. Plaintiff updated her third objection  
12 following the Court's rulings in the Disqualification Order and the Order on the  
13 Third-Party Complaint, noting that these orders established the irrelevance of  
14 the requests.

15 Unlike the objections in UHH's cited cases, plaintiff specifically objected  
16 as to why the requests are improper. For example, in *Queensridge Towers,*  
17 *LLC*, cited by UHH, the interrogatory asked Queensridge to identify when it  
18 first gave notice of the loss to defendant as well as who gave the notice, and  
19 when a claim was first submitted for scratched glass damage. *Queensridge*  
20 *Towers, LLC v. Allianz Glob. Risks US Ins. Co.*, 2:13-CV-00197-JCM, 2014 WL  
21 496952, at \*4 (D. Nev. Feb. 4, 2014). Queensridge responded:

22 Queensridge incorporates herein each and every general objection  
23 set forth above. Queensridge further objects that this interrogatory  
24 seeks information that is irrelevant to the subject matter of this liti-  
25 gation and not reasonably calculated to lead to the discovery of ad-  
26 missible evidence. Queensridge further objects that the interroga-  
27 tory is vague and ambiguous as well as compound and complex.  
28 Subject to and without waiving the foregoing objections,  
Queensridge responds as follows: Perini initially submitted the  
claim to Allianz on Plaintiff's behalf on or around April 2008.

1 *Id.* In contrast, plaintiff made three specific objections; updating the third ob-  
2 jection as relevant rulings were issued. UHH's assertion that the objections  
3 should be dismissed as boilerplate is without merit.

4 **C. A Privilege Log Is Not Required**

5 Likewise, UHH's arguments regarding a privilege log are baseless. Alt-  
6 hough plaintiff asserted attorney-client and work product privileges in order to  
7 preserve those objections, no documents were withheld on the basis of privilege.  
8 To the extent any documents were withheld, they were withheld as irrelevant.  
9 UHH has not and cannot cite any authority requiring production of a privilege  
10 log of irrelevant documents. *See Oceana, Inc. v. Ross*, 920 F.3d 855, 865 (D.C.  
11 Cir. 2019) ("A privilege log is required only when 'a party withholds information  
12 otherwise discoverable by claiming that the information is privileged,' Fed. R.  
13 Civ. P. 26(b)(5), and since [the] documents are irrelevant and therefore not 'oth-  
14 erwise discoverable,' they are not required to be placed on a privilege log."); *Ma-*  
15 *ria Del Socorro Quintero Perez, CY v. United States*, 2016 WL 362508, at \*1  
16 (S.D. Cal. Jan. 29, 2016) ("when a party produces a privilege log, information on  
17 that log is presumed to be 'otherwise discoverable,'" which excludes irrelevant  
18 information).

19 **III. THE REQUESTED INFORMATION IS NOT PUBLIC RECORD**

20 In a last gasp to evade the Court's orders and expand the scope of this liti-  
21 gation, UHH posits that it holds a trump card that gets it everything it wants  
22 because NHC's receiver holds public office.

23 **A. The Information Is Privileged**

24 UHH's position that the attorney-client or work product privileges do not  
25 apply because plaintiff is a public official is absurd. The Nevada Public Records  
26 Act's "purpose is to promote government transparency and accountability by fa-  
27 cilitating public access to information regarding government activities." *PERS*  
28 *v. Reno Newspapers Inc.*, 129 Nev. 833, 836-37, 313 P.3d 221, 223 (2013). That

purpose is not promoted by permitting a party to a lawsuit with a state entity to obtain privileged attorney-client communications or work product. *Cf. Club Vista Fin. Servs. v. Dist. Ct.*, 128 Nev. 224, 229, 276 P.3d 246, 250 (2012) (expressing concern about “back-door method[s] for attorneys to glean privileged information about an opponent’s litigation strategy”). The Act does not override these fundamental litigation privileges. *Las Vegas Review-Journal v. City of Henderson*, 441 P.3d 546 (Nev. 2019) (attorney-client communications and work product not required to be produced under public records statute); *see also MCI Constr., LLC v. Hazen & Sawyer, P.C.*, 213 F.R.D. 268, 272 (M.D.N.C. 2003) (same).

When a governmental entity withholds a requested record because it is confidential, the governmental entity “bears the burden of proving, by a preponderance of the evidence, that the records are confidential.” *Reno Newspapers, Inc. v. Gibbons*, 127 Nev. 873, 877, 880, 266 P.3d 623, 626, 628 (2011). “The state entity may either show that a statutory provision declares the record confidential, or, in the absence of such a provision, ‘that its interest in nondisclosure clearly outweighs the public’s interest in access.’” *PERS*, 129 Nev. at 837, 313 P.3d at 224. As the attorney-client privilege protects certain records by statute, *see* NRS 49.095, the Court need not conduct a balancing test for records subject to that privilege.

Moreover, much of the information requested is expressly work product, which is even broader than attorney-client privilege.<sup>3</sup> *Hickman v. Taylor*, 329

---

<sup>3</sup> UHH must also demonstrate relevance, a substantial need, and undue hardship to overcome the work product privilege, burdens it has not satisfied. *Wardleigh v. Second Judicial Dist. Court*, 111 Nev. 345, 358, 891 P.2d 1180, 1188 (1995) (“[S]ubstantial need for the information is an element necessary to circumvent the doctrine . . . . Additionally, the relevancy of the information is also an important consideration. However, parties seeking to circumvent the doctrine must also show that they cannot obtain the documents or tangible evidence, or the substantial equivalent thereof, without undue hardship.”).



1 U.S. 495, 508 (1947). An attorney’s work product, which includes “mental im-  
2 pressions, conclusions, opinions, and legal theories of counsel . . . , are not dis-  
3 coverable under any circumstances.” *Wynn Resorts, Ltd. v. Eighth Judicial*  
4 *Dist. Court*, 133 Nev. 369, 383, 399 P.3d 334, 347 (2017). Both the attorney and  
5 client have the power to invoke the work-product privilege. RESTATEMENT  
6 (THIRD) OF THE LAW GOVERNING LAWYERS § 90 (2000); NRCp 26(b)(3).

7 Even if the Nevada Public Records Act overrode the attorney-client and  
8 work product privileges—it does not—the privilege also belongs to Greenberg  
9 Traurig. *See id.* As a private entity not subject to the Act, Greenberg Traurig  
10 cannot be compelled under NRS 239.001 to waive any privileges.

11 **B. Plaintiff’s Public Office Is Distinct From the Receivership**

12 UHH also ignores the fact that plaintiff’s position as the statutory re-  
13 ceiver for Nevada Health Co-op is separate from her public-facing duties as in-  
14 surance commissioner. A statutory receiver is not included in the definitions of  
15 a “governmental entity,” as defined by the Public Records Act. NRS 239.005.  
16 So although the commissioner is appointed in her official capacity, and is in  
17 that sense part of the government, the statutory receiver role itself is not a pub-  
18 lic office, and so the documents and legal strategies of litigation are not public  
19 records within the meaning of the Public Records Act. *See, e.g.*, NRS  
20 696B.250(1) (commissioner must be appointed by receivership court); NRS  
21 696B.255(1) (commissioner may appoint “special deputies who have all the pow-  
22 ers and responsibilities of a receiver” with court approval); NRS 696B.570(1)  
23 (commissioner may petition for federal receiver). (*See generally* Ex. 2, Perma-  
24 nent Injunction and Order Appointing Commissioner as Permanent Receiver of  
25 Nevada Health Co-op, filed Oct. 14, 2015, in Case No. A-15-725244-C.)

26 **CONCLUSION**

27 The reasons why Xerox is not a party to this litigation are not at issue  
28 and are not relevant topics of discovery. Plaintiff appropriately responded to



1 UHH's irrelevant discovery requests. UHH's motion to compel should be de-  
2 nied.

3 Dated this 28th day of July, 2021.

4 LEWIS ROCA ROTHGERBER CHRISTIE LLP

5  
6 By: /s/ Abraham G. Smith  
7 DANIEL F. POLSENBERG (SBN 2376)  
8 JOEL D. HENRIOD (SBN 8492)  
9 ABRAHAM G. SMITH (SBN 13,250)  
3993 Howard Hughes Parkway,  
Suite 600  
Las Vegas, Nevada 89169  
Tel: 702.949.8200

10 *Attorneys for Plaintiff*  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

I certify that on July 28, 2021, I served the foregoing "Plaintiff's Opposition to Defendant Unite Here Health's Motion to Compel" through the Court's electronic filing system, electronic service of the foregoing documents shall be submitted upon all recipients listed on the master service list.

John R. Bailey  
 Sarah E. Harmon  
 Joseph A. Liebman  
 Rebecca L. Crooker  
 BAILEY KENNEDY  
 8984 Spanish Ridge Avenue  
 Las Vegas, Nevada 89148-1302  
 Telephone: 702.562.8820  
 Facsimile: 702.562.8821  
[JBailey@BaileyKennedy.com](mailto:JBailey@BaileyKennedy.com)  
[SHarmon@BaileyKennedy.com](mailto:SHarmon@BaileyKennedy.com)  
[JLiebman@BaileyKennedy.com](mailto:JLiebman@BaileyKennedy.com)  
[RCrooker@BaileyKennedy.com](mailto:RCrooker@BaileyKennedy.com)

Suzanna C. Bonham  
 Emma C. Mata  
 SEYFARTH SHAW LLP  
 700 Milam, Suite 1400  
 Houston, Texas 77002  
 Telephone: (713) 225-2300  
[sbonham@seyfarth.com](mailto:sbonham@seyfarth.com)  
[emata@seyfarth.com](mailto:emata@seyfarth.com)

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

Joseph P. Garin  
 Angela T. Nakamura Ochoa  
 LIPSON NEILSON, P.C.  
 9900 Covington Cross Dr., Suite 120  
 Las Vegas, Nevada 89144  
[jgarin@lipsonneilson.com](mailto:jgarin@lipsonneilson.com)  
[aocchoa@lipsonneilson.com](mailto:aocchoa@lipsonneilson.com)

*Attorneys for Defendants Kathleen Silver, Bobbette Bond, Tom Zumbobel, Pam Egan, Basil Dibsie and Linda Mattoon*

Lori E. Siderman  
 Russell B. Brown  
 MEYERS MCCONNELL  
 REISZ SIDERMAN  
 1745 Village Center Circle  
 Las Vegas, Nevada 89134  
[siderman@mmrs-law.com](mailto:siderman@mmrs-law.com)  
[brown@mmrs-law.com](mailto:brown@mmrs-law.com)

*Attorneys for Defendants Larson & Company, Martha Hayes and Dennis T. Larson*

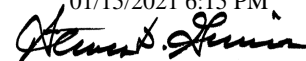
/s/ Jessie M. Helm  
 An Employee of Lewis Roca Rothgerber Christie LLP

# EXHIBIT 1

000038

000038

# EXHIBIT 1



CLERK OF THE COURT

**ODM**

MARK E. FERRARIO, ESQ.

Nevada Bar No. 001625

ERIC W. SWANIS, ESQ.

Nevada Bar No. 006840

DONALD L. PRUNTY, ESQ.

Nevada Bar No. 008230

GREENBERG TRAUIG, LLP

10845 Griffith Peak Drive, Suite 600

Las Vegas, Nevada 89135

Telephone: (702) 792-3773

Facsimile: (702) 792-9002

Email: ferrariom@gtlaw.com

swanise@gtlaw.com

pruntyd@gtlaw.com

*Counsel for Plaintiff Barbara D. Richardson, Commissioner of Insurance, as the Permanent Receiver for Nevada Health CO-OP***EIGHTH JUDICIAL DISTRICT COURT****CLARK COUNTY, NEVADA**STATE OF NEVADA, EX REL.  
COMMISSIONER OF INSURANCE, IN HER  
OFFICIAL CAPACITY AS STATUTORY  
RECEIVER FOR DELINQUENT DOMESTIC  
INSURER,

Plaintiff,

v.

NEVADA HEALTH CO-OP,

Defendant.

CASE NO. A-15-725244-C  
DEPARTMENT XXI**ORDER DENYING MOTION TO  
DISQUALIFY GREENBERG  
TRAURIG, LLP AND TO DISGORGE  
ATTORNEYS' FEES**HEARING DATE: DECEMBER 15, 2020  
HEARING TIME: 9:00 A.M.

Unite Here Health and Nevada Health Solutions, LLC's ("UHH") Motion to:

(1) Disqualify Greenberg Traurig, LLP as Counsel for the Statutory Receiver of the Nevada Health CO-OP; and (2) Disgorge Attorneys' Fees Paid by Nevada Health CO-OP to

///

Greenberg Traurig, LLP (the “Motion to Disqualify”) came before the Court on December 15, 2020.

### APPEARANCES

The Parties appeared as follows:

- For UHH (the “Movants”): Dennis L. Kennedy, John R. Bailey, and Joseph A. Liebman of Bailey❖Kennedy, LLP.
- For Barbara D. Richardson as the Statutory Receiver (the “Receiver”) for Nevada Health CO-OP (the “CO-OP”): Mark E. Ferrario and Donald L. Prunty of Greenberg Traurig, LLP. Mark Bennett of Cantilo & Bennett (the Special Deputy Receiver) was also present.
- For Greenberg Traurig, LLP (“GT”): David Jimenez-Ekman of Jenner & Block, admitted *pro hac vice*. GT’s Assistant General Counsel Jim Tolpin was also present.

### ORDER

The Court, having heard oral argument, having reviewed the papers, exhibits, and pleadings on file, and having fully considered the same, DENIES the Motion to Disqualify. The Movants have not been able to point to any binding authority that mandates the Receiver and her counsel, Greenberg Traurig, disclose all possible conflicts to the Court. Because there is no explicit rule requiring disclosure, the Court cannot disqualify Greenberg Traurig on that basis.

The Court also cannot find a clear and substantial enough possible conflict to justify disqualifying Greenberg Traurig as counsel in this Receivership matter. At this point, there are no related matters where the CO-OP is adverse to Xerox. If the Movants truly and reasonably believe that Xerox has some liability in those other related matters, the Movants are free to attempt to bring in Xerox as a third-party defendant and seek whatever relief they

///

///

///

believe they are entitled to with the Judges overseeing those matters. This Court is not in the best position to determine whether there are conflicts in other suits.

**IT IS SO ORDERED.**

Dated this 15th day of January, 2021



C3A 821 DC49 841C  
Tara Clark Newberry  
District Court Judge

Respectfully submitted by:  
GREENBERG TRAURIG, LLP

*/s/ Donald L. Prunty*

MARK E. FERRARIO, ESQ.  
ERIC W. SWANIS, ESQ.  
DONALD L. PRUNTY, ESQ.  
10845 Griffith Peak Drive  
Suite 600  
Las Vegas, Nevada 89135  
*Counsel for Plaintiff*

**APPROVED as to form and content:**

BAILEY ♦ KENNEDY

*/s/ John Bailey*

JOHN BAILEY, ESQ.  
JOSEPH A. LIEBMAN, ESQ.  
8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302  
*Counsel for Defendants, Unite Here Health  
and Nevada Health Solutions, LLC*

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

**From:** [John Bailey](#)  
**To:** [Prunty, Donald L. \(Shld-LV-LT\)](#)  
**Cc:** [Cowden, Tami D. \(OfCnsl-LV-LT\)](#); [Escobar-Gaddi, Evy \(Secy-LV-LT\)](#)  
**Subject:** RE: Proposed Order Denying Motion to Disqualify  
**Date:** Monday, January 11, 2021 11:23:32 AM  
**Attachments:** [image001.png](#)  
[20210111 ODM Order Denying Motion to Disqualify.pdf](#)

---

**\*EXTERNAL TO GT\***

Don:

You are authorized to affix my signature to draft Order attached.

I don't believe the signature block for the Judge is consistent with the applicable Administrative Order (see AO 20-24). Please check.

Thanks. JRB

John R. Bailey  
BAILEY KENNEDY, LLP  
8984 Spanish Ridge Avenue  
Las Vegas, Nevada 89148-1302  
Phone: (702) 562-8820  
Fax: (702) 562-8821  
Direct Dial: (702) 851-0051  
[JBailey@BaileyKennedy.com](mailto:JBailey@BaileyKennedy.com)

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

---

**From:** PruntyD@gtlaw.com [mailto:PruntyD@gtlaw.com]  
**Sent:** Monday, January 11, 2021 11:05 AM  
**To:** John Bailey <[JBailey@baileykennedy.com](mailto:JBailey@baileykennedy.com)>  
**Cc:** [cwudent@gtlaw.com](mailto:cwudent@gtlaw.com); [escobargaddie@gtlaw.com](mailto:escobargaddie@gtlaw.com)  
**Subject:** FW: Proposed Order Denying Motion to Disqualify

John

Although we completely disagree with your objections, we have redrafted the proposed order denying the motion to disqualify GT and disgorge attorneys' fees, using the original language of the minute order. If this new proposed order meets with your approval, please confirm that we may electronically sign your name to the proposed order where indicated.

Best,



**Donald Prunty**  
Shareholder

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



---

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

1 CSERV

2 DISTRICT COURT  
3 CLARK COUNTY, NEVADA

4  
5  
6 State of Nevada, ex rel  
7 Commissioner of Insurance,  
8 Plaintiff(s)

CASE NO: A-15-725244-C  
DEPT. NO. Department 21

9 vs.

10 Nevada Health CO-OP,  
11 Defendant(s)

12 **AUTOMATED CERTIFICATE OF SERVICE**

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

16 Service Date: 1/15/2021

17 Kevin Sutehall	ksutehall@foxrothschild.com
18 "Christopher Humes, Esq." .	chumes@bhfs.com
19 6085 Joyce Heilich .	heilichj@gtlaw.com
20 7132 Andrea Rosehill .	rosehilla@gtlaw.com
21 Arati Bhattacharya .	abhattacharya@cb-firm.com
22 Barry Sullivan .	bsullivan@sacfirm.com
23 Bryce C. Loveland .	bcloveland@bhfs.com
24 Ebony Davis .	edavis@bhfs.com
25 Eric W. Swanis .	SwanisE@gtlaw.com
26 EWS Eric Swanis .	swanise@gtlaw.com

000044

1	Felecia Casci .	fcasci@doi.nv.gov
2	IOM Mark Ferrario .	lvlitdock@gtlaw.com
3	Joanna Grigoriev .	jgrigoriev@ag.nv.gov
4	Joanna N. Grigoriev .	jgrigoriev@ag.nv.gov
5	Josh O. Lively .	jolively@cb-firm.com
6	Kristen W. Johnson .	kwjohnson@cb-firm.com
7	Leslie Stafford .	Leslie.Stafford@HHS.GOV
8	LVGTDocketing .	lvlitdock@gtlaw.com
9	Marilyn Millam .	mmillam@ag.nv.gov
10	Mark F. Bennett .	mfbenett@cb-firm.com
11	Patrick H. Cantilo .	phcantilo@cb-firm.com
12	Reception .	reception@sacfirm.com
13	Richard Paili Yien .	ryien@ag.nv.gov
14	Serena Orloff .	Serena.M.Orloff@usdoj.gov
15	Service .	Service@cb-firm.com
16	Terrance A. Mebane .	Terrance.A.Mebane@usdoj.gov
17	Dennis Kennedy	dkennedy@baileykennedy.com
18	John Bailey	jbailey@baileykennedy.com
19	Bailey Kennedy, LLP	bkfederaldownloads@baileykennedy.com
20	Michele Caro	mcaro@ag.nv.gov
21	Julie Sanpei	jsanpei@bckltd.com
22	Stephanie Bedker	bedkers@gtlaw.com
23	Donald Prunty	pruntyd@gtlaw.com
24		
25		
26		
27		
28		

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Michelle Briggs	mbriggs@ag.nv.gov
Marc Cook	mcook@bckltd.com
Suzanna Bonham	SBonham@seyfarth.com
Evelyn Gaddi	escobargaddie@gtlaw.com
Joseph Liebman	jliebman@baileykennedy.com
Doreen Loffredo	dloffredo@foxrothschild.com
Shannon Fagin	sfagin@bckltd.com

# EXHIBIT 2

000047

# EXHIBIT 2

Electronically Filed  
10/14/2015 03:52:52 PM

1 **ORD**

2 ADAM PAUL LAXALT

3 Attorney General

4 JOANNA N. GRIGORIEV

5 Senior Deputy Attorney General

6 Nevada Bar No. 5649

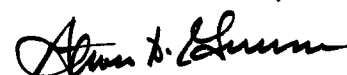
7 555 E. Washington Avenue, Suite 3900

8 Las Vegas, NV 89101

9 P: (702) 486-3101

10 Email: [jgrigoriev@ag.nv.gov](mailto:jgrigoriev@ag.nv.gov)

11 Attorney for the Division of Insurance



CLERK OF THE COURT

8 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

9 **CLARK COUNTY, NEVADA**

10 STATE OF NEVADA, EX REL.  
11 COMMISSIONER OF INSURANCE, IN HER  
12 OFFICIAL CAPACITY AS STATUTORY  
13 RECEIVER FOR DELINQUENT DOMESTIC  
14 INSURER,

15 Plaintiff,

16 vs.

17 NEVADA HEALTH CO-OP,

18 Defendant.

Case No. A-15-725244-C

Dept. No. 1

19  
20 **PERMANENT INJUNCTION AND ORDER APPOINTING COMMISSIONER AS**  
21 **PERMANENT RECEIVER OF NEVADA HEALTH CO-OP**

22 A Petition For Appointment Of Commissioner as Receiver and Other Permanent Relief;  
23 Request for Injunction Pursuant to NRS 696B.270(1) by the Commissioner of Insurance, Amy  
24 L. Parks, in her official capacity as Temporary Receiver of NEVADA HEALTH CO-OP ("CO-  
25 OP") was filed with the consent of CO-OP's board of directors on September 25, 2015; a Non  
26 Opposition to Petition For Appointment Of Commissioner as Receiver and Other Permanent  
27 Relief and a waiver of the opportunity to appear at a show cause hearing was filed by CO-OP  
28 through its counsel on September 29, 2015; an Order Appointing the Acting Commissioner of

1 Insurance, Amy L. Parks, as Temporary Receiver Pending Further Orders of the Court,  
2 Granting Temporary Injunctive Relief Pursuant to NRS 696B.270, and authorizing the  
3 Temporary Receiver to appoint a special deputy receiver was filed on October 1, 2015; the  
4 Commissioner, as Temporary Receiver, appointed the firm of Cantilo & Bennett, L.L.P.  
5 ("C&B"), as Special Deputy Receiver ("SDR") of CO-OP on October 1, 2015 .

6 The Court having reviewed the points and authorities submitted by counsel and exhibits  
7 in support thereof, and for good cause,

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

9 (1) Acting Commissioner of Insurance, Amy L. Parks, is hereby appointed  
10 Permanent Receiver ("Receiver"), and C&B is appointed Permanent SDR of CO-OP. The  
11 SDR shall have all the responsibilities, rights, powers, and authority of the Receiver subject to  
12 supervision and removal by the Receiver and the further Orders of this Court. The Receiver  
13 and the SDR are hereby directed to conserve and preserve the affairs of CO-OP and are  
14 vested, in addition to the powers set forth herein, with all the powers and authority expressed  
15 or implied under the provisions of chapter 696B of the Nevada Revised Statute ("NRS"), and  
16 any other applicable law. The Receiver and Special Deputy Receiver are hereby authorized  
17 to rehabilitate or liquidate CO-OP's business and affairs as and when they deem appropriate  
18 under the circumstances and for that purpose may do all acts necessary or appropriate for the  
19 conservation, rehabilitation, or liquidation of CO-OP. Whenever this Order refers to the  
20 Receiver, it will equally apply to the Special Deputy Receiver.

21 (2) Pursuant to NRS 696B.290, the Receiver is hereby vested with exclusive title  
22 both legal and equitable to all of CO-OP's property (referred to hereafter as the "Property")  
23 and consisting of all:

- 24 a. Assets, books, records, property, real and personal, including all property or  
25 ownership rights, choate or inchoate, whether legal or equitable of any kind  
26 or nature;  
27 b. Causes of action, defenses, and rights to participate in legal proceedings;  
28



- 1 c. Letters of credit, contingent rights, stocks, bonds, cash, cash equivalents,  
2 contract rights, reinsurance contracts and reinsurance recoverables, in force  
3 insurance contracts and business, deeds, mortgages, leases, book entry  
4 deposits, bank deposits, certificates of deposit, evidences of indebtedness,  
5 bank accounts, securities of any kind or nature, both tangible and intangible,  
6 including but without being limited to any special, statutory or other deposits  
7 or accounts made by or for CO-OP with any officer or agency of any state  
8 government or the federal government or with any banks, savings and loan  
9 associations, or other depositories;
- 10 d. All of such rights and property of CO-OP described herein now known or  
11 which may be discovered hereafter, wherever the same may be located and  
12 in whatever name or capacity they may be held.

13 (3) The Receiver is hereby directed to take immediate and exclusive possession  
14 and control of the Property except as she may deem in the best interest of the Receivership  
15 Estate. In addition to vesting title to all of the Property in the Receiver or her successors, the  
16 said Property is hereby placed in the *custodia legis* of this Court and the Receiver, and the  
17 Court hereby assumes and exercises sole and exclusive jurisdiction over all the Property and  
18 any claims or rights respecting the Property to the exclusion of any other court or tribunal,  
19 such exercise of sole and exclusive jurisdiction being hereby found to be essential to the  
20 safety of the public and of the claimants against CO-OP.

21 (4) The Receiver is authorized to employ and to fix the compensation of such  
22 deputies, counsel, employees, accountants, actuaries, investment counselors, asset  
23 managers, consultants, assistants and other personnel as she considers necessary. Any  
24 Special Deputy Receiver appointed by the Receiver pursuant to this Order shall exercise all of  
25 the authority of the Receiver pursuant hereto subject only to oversight by the Receiver and the  
26 Court. All compensation and expenses of such persons and of taking possession of CO-OP  
27 and conducting this proceeding shall be paid out of the funds and assets of CO-OP in  
28 accordance with NRS 696B.290.

1 (5) All persons, corporations, partnerships, associations and all other entities  
2 wherever located, are hereby enjoined and restrained from interfering in any manner with the  
3 Receiver's possession of the Property or her title to or right therein and from interfering in any  
4 manner with the conduct of the receivership of CO-OP. Said persons, corporations,  
5 partnerships, associations and all other entities are hereby enjoined and restrained from  
6 wasting, transferring, selling, disbursing, disposing of, or assigning the Property and from  
7 attempting to do so except as provided herein.

8 (6) All providers of health care services, including but not limited to physicians  
9 hospitals, other licensed medical practitioners, patient care facilities, diagnostic and  
10 therapeutic facilities, pharmaceutical companies or managers, and any other entity which has  
11 provided or agreed to provide health care services to members or enrollees of CO-OP, directly  
12 or indirectly, pursuant to any contract, agreement or arrangement to do so directly with CO-  
13 OP or with any other organization that had entered into a contract, agreement, or arrangement  
14 for that purpose with CO-OP are hereby permanently enjoined and restrained from:

- 15 a. Seeking payment from any such member or enrollee for amount owed by  
16 CO-OP;
- 17 b. Interrupting or discontinuing the delivery of health care services to such  
18 members or enrollees during the period for which they have paid (or because  
19 of a grace period have the right to pay) the required premium to CO-OP  
20 except as authorized by the Receiver or as expressly provided in any such  
21 contract or agreement with CO-OP that does not violate applicable law;
- 22 c. Seeking additional or unauthorized payment from such CO-OP members or  
23 enrollees for health care services required to be provided by such  
24 agreements, arrangements, or contracts beyond the payments authorized by  
25 the agreements, arrangements, or contracts to be collected from such  
26 members or enrollees; and

1 d. Interfering in any manner with the efforts of the Receiver to assure that CO-  
2 OP's members and enrollees in good standing receive the health care  
3 services to which they are contractually entitled.

4 (7) All landlords, vendors and parties to executory contracts with CO-OP are hereby  
5 enjoined and restrained from discontinuing services to, or disturbing the possession of  
6 premises and leaseholds, including of equipment and other personal property, by CO-OP or  
7 the Receiver on account of amounts owed prior to October 1, 2015, or as a result of the  
8 institution of this proceeding and the causes therefor, provided that CO-OP or the Receiver  
9 pays within a reasonable time for premises, goods, or services delivered or provided by such  
10 persons on and after October 1, 2015, at the request of the Receiver and provided further that  
11 all such persons shall have claims against the estate of CO-OP for all amounts owed by CO-  
12 OP prior to October 1, 2015.

13 (8) All claims against CO-OP its assets or the Property must be submitted to the  
14 Receiver as specified herein to the exclusion of any other method of submitting or adjudicating  
15 such claims in any forum, court, or tribunal subject to the further Order of this Court. The  
16 Receiver is hereby authorized to establish a Receivership Claims and Appeal Procedure, for  
17 all receivership claims. The Receivership Claims and Appeal Procedures shall be used to  
18 facilitate the orderly disposition or resolution of claims or controversies involving the  
19 receivership or the receivership estate.

20 (9) The Receiver may change to her own name the name of any of CO-OP'  
21 accounts, funds or other property or assets, held with any bank, savings and loan association,  
22 other financial institution, or any other person, wherever located, and may withdraw such  
23 funds, accounts and other assets from such institutions or take any lesser action necessary  
24 for the proper conduct of the receivership.

25 (10) All secured creditors or parties, pledge holders, lien holders, collateral holders or  
26 other persons claiming secured, priority or preferred interest in any property or assets of CO-  
27 OP, including any governmental entity, are hereby enjoined from taking any steps whatsoever  
28

1 to transfer, sell, encumber, attach, dispose of or exercise purported rights in or against the  
2 Property.

3 (11) The officers, directors, trustees, partners, affiliates, brokers, agents, creditors,  
4 insureds, employees, members, and enrollees of CO-OP, and all other persons or entities of  
5 any nature including, but not limited to, claimants, plaintiffs, petitioners, and any governmental  
6 agencies who have claims of any nature against CO-OP, including cross-claims,  
7 counterclaims and third party claims, are hereby permanently enjoined and restrained from  
8 doing or attempting to do any of the following, except in accordance with the express  
9 instructions of the Receiver or by Order of this Court:

- 10 a. Conducting any portion or phase of the business of CO-OP;
- 11 b. Commencing, bringing, maintaining or further prosecuting any action at law,  
12 suit in equity, arbitration, or special or other proceeding against CO-OP or its  
13 estate, or the Receiver and her successors in office, or any person appointed  
14 pursuant to Paragraph (4) hereinabove;
- 15 c. Making or executing any levy upon, selling, hypothecating, mortgaging,  
16 wasting, conveying, dissipating, or asserting control or dominion over the  
17 Property or the estate of CO-OP;
- 18 d. Seeking or obtaining any preferences, judgments, foreclosures, attachments,  
19 levies, or liens of any kind against the Property;
- 20 e. Interfering in any way with these proceedings or with the Receiver, any  
21 successor in office, or any person appointed pursuant to Paragraph (4)  
22 hereinabove in their acquisition of possession of, the exercise of dominion or  
23 control over, or their title to the Property, or in the discharge of their duties as  
24 Receiver thereof; or
- 25 f. Commencing, maintaining or further prosecuting any direct or indirect  
26 actions, arbitrations, or other proceedings against any insurer of CO-OP for  
27 proceeds of any policy issued to CO-OP.
- 28

1 (12) However, notwithstanding any other provision of this Order, the commencement  
2 of conservatorship, receivership, or liquidation proceedings against CO-OP in another state by  
3 an official lawfully authorized by such state to commence such proceeding shall not constitute  
4 a violation of this Order.

5 (13) No bank, savings and loan association or other financial institution shall, without  
6 first obtaining permission of the Receiver, exercise any form of set-off, alleged set-off, lien, or  
7 other form of self-help whatsoever or refuse to transfer the Property to the Receiver's control.

8 (14) The Receiver shall have the power and is hereby authorized to:

- 9 a. Collect all debts and monies due and claims belonging to CO-OP, wherever  
10 located, and for this purpose: (i) to institute and maintain actions in other  
11 jurisdictions, in order to forestall garnishment and attachment proceedings  
12 against such debts; (ii) to do such other acts as are necessary or expedient  
13 to marshal, collect, conserve or protect its assets or property, including the  
14 power to sell, compound, compromise or assign debts for purposes of  
15 collection upon such terms and conditions as she deems appropriate, and  
16 the power to initiate and maintain actions at law or equity or any other type of  
17 action or proceeding of any nature, in this and other jurisdictions; (iii) to  
18 pursue any creditor's remedies available to enforce her claims;
- 19 b. Conduct public and private sales of the assets and property of CO-OP,  
20 including any real property;
- 21 c. Acquire, invest, deposit, hypothecate, encumber, lease, improve, sell,  
22 transfer, abandon, or otherwise dispose of or deal with any asset or property  
23 of CO-OP, and to sell, reinvest, trade or otherwise dispose of any securities  
24 or bonds presently held by, or belonging to, CO-OP upon such terms and  
25 conditions as she deems to be fair and reasonable, irrespective of the value  
26 at which such property was last carried on the books of CO-OP. She shall  
27 also have the power to execute, acknowledge and deliver any and all deeds,  
28 assignments, releases and other instruments necessary or proper to

- 1 effectuate any sale of property or other transaction in connection with the  
2 receivership;
- 3 d. Borrow money on the security of CO-OP' assets, with or without security, and  
4 to execute and deliver all documents necessary to that transaction for the  
5 purpose of facilitating the receivership;
- 6 e. Enter into such contracts as are necessary to carry out this Order, and to  
7 affirm or disavow as more fully provided in subparagraph p., below, any  
8 contracts to which CO-OP is a party;
- 9 f. Designate, from time to time, individuals to act as her representatives with  
10 respect to affairs of CO-OP for all purposes, including, but not limited to,  
11 signing checks and other documents required to effectuate the performance  
12 of the powers of the Receiver.
- 13 g. Establish employment policies for CO-OP employees, including retention,  
14 severance and termination policies as she deems necessary to effectuate the  
15 provisions of this Order;
- 16 h. Institute and to prosecute, in the name of CO-OP or in her own name, any  
17 and all suits and other legal proceedings, to defend suits in which CO-OP or  
18 the Receiver is a party in this state or elsewhere, whether or not such suits  
19 are pending as of the date of this Order, to abandon the prosecution or  
20 defense of such suits, legal proceedings and claims which she deems  
21 inappropriate, to pursue further and to compromise suits, legal proceedings  
22 or claims on such terms and conditions as she deems appropriate;
- 23 i. Prosecute any action which may exist on behalf of the members, enrollees,  
24 insureds or creditors, of CO-OP against any officer or director of CO-OP, or  
25 any other person;
- 26 j. Remove any or all records and other property of CO-OP to the offices of the  
27 Receiver or to such other place as may be convenient for the purposes of the  
28 efficient and orderly execution of the receivership; and to dispose of or

- 1 destroy, in the usual and ordinary course, such of those records and property  
2 as the Receiver may deem or determine to be unnecessary for the  
3 receivership;
- 4 k. File any necessary documents for recording in the office of any recorder of  
5 deeds or record office in this County or wherever the Property of CO-OP is  
6 located;
- 7 l. Intervene in any proceeding wherever instituted that might lead to the  
8 appointment of a conservator, receiver or trustee of CO-OP or its  
9 subsidiaries, and to act as the receiver or trustee whenever the appointment  
10 is offered;
- 11 m. Enter into agreements with any ancillary receiver of any other state as she  
12 may deem to be necessary or appropriate;
- 13 n. Perform such further and additional acts as she may deem necessary or  
14 appropriate for the accomplishment of or in aid of the purpose of the  
15 receivership, it being the intention of this Order that the aforesaid  
16 enumeration of powers shall not be construed as a limitation upon the  
17 Receiver;
- 18 o. Terminate and disavow the authority previously granted CO-OP' agents,  
19 brokers, or marketing representatives to represent CO-OP in any respect,  
20 including the underlying agreements, and any continuing payment obligations  
21 created therein, as of the receivership date, with reasonable notice to be  
22 provided and agent compensation accrued prior to any such termination or  
23 disavowal to be deemed a general creditor expense of the receivership; and
- 24 p. Affirm, reject, or disavow part or all of any leases or executory contracts to  
25 which CO-OP is a party. The Receiver is authorized to reject, or disavow  
26 any leases or executory contracts at such times as she deems appropriate  
27 under the circumstances, provided that payment due for any goods or  
28 services received after appointment of the Receiver, with her consent, will be

000057

000057

000057

000057

000057



1 her sole discretion, impose the same upon only certain types, but not all, of  
2 the payments due under any particular type of contract; and

3 b. Notwithstanding any other provision of this Order, the Receiver may  
4 implement a procedure for the exemption from any such moratorium or  
5 suspension, those hardship claims, as she may define them, that she, in her  
6 sole discretion, deems proper under the circumstances.

7 c. The Receiver shall only impose such moratorium or suspension when the  
8 same is not specifically provided for by contract or statute:

9 i. As part, or in anticipation, of a plan for the partial or complete  
10 rehabilitation of CO-OP;

11 ii. When necessary to assure the delivery of health care services to  
12 covered persons pending the replacement of underlying coverage; or

13 iii. When necessary to determine whether partial or complete  
14 rehabilitation is reasonably feasible.

15 d. Under no circumstances shall the Receiver be liable to any person or entity  
16 for her good faith decision to impose, or to refrain from imposing, such  
17 moratorium or suspension.

18 e. Notice of such moratorium or suspension, which may be by publication, shall  
19 be provided to the holders of all policies or contracts affected thereby.

20 (18) It is hereby ordered that all evidences of coverage, insurance policies and  
21 contracts of insurance of CO-OP are hereby terminated effective on December 31, 2015,  
22 unless the Receiver determines that any such contracts should be cancelled as of an earlier  
23 date.

24 (19) No judgment, order, attachment, garnishment sale, assignment, transfer,  
25 hypothecation, lien, security interest or other legal process of any kind with respect to or  
26 affecting CO-OP or the Property shall be effective or enforceable or form the basis for a claim  
27 against CO-OP or the Property unless entered by the Court, or unless the Court has issued its  
28 specific order, upon good cause shown and after due notice and hearing, permitting same.

1 (20) All costs, expenses, fees or any other charges of the Receivership, including but  
2 not limited to fees and expenses of accountants, peace officers, actuaries, investment  
3 counselors, asset managers, attorneys, special deputies, and other assistants employed by  
4 the Receiver, the giving of the Notice required herein, and other expenses incurred in  
5 connection herewith shall be paid from the assets of CO-OP. Provided, further, that the  
6 Receiver may, in her sole discretion, require third parties, if any, who propose rehabilitation  
7 plans with respect to CO-OP to reimburse the estate of CO-OP for the expenses, consulting  
8 or attorney's fees and other costs of evaluating and/or implementing any such plan.

9 (21) The Commissioner is part of the government of the State of Nevada, acting in  
10 her official capacity, and as such, should be exempt from any bond requirements that might  
11 otherwise be required when seeking the relief sought in this proceeding. Accordingly, it is  
12 Ordered that no bond shall be required from the Commissioner as Receiver.

13 (22) If any provision of this Order or the application thereof is for any reason held to  
14 be invalid, the remainder of this Order and the application thereof to other persons or  
15 circumstances shall not be affected thereby.

16 (23) The Receiver may at any time make further application for such further and  
17 different relief as she sees fit.

18 (24) The Court shall retain jurisdiction for all purposes necessary to effectuate and  
19 enforce this Order.

20 (25) The Receiver is authorized to deliver to any person or entity a copy or certified  
21 copy of this Order, or of any subsequent order of the Court, such copy, when so delivered,  
22 being deemed sufficient notice to such person or entity of the terms of such Order. But nothing  
23 herein shall relieve from liability, nor exempt from punishment by contempt, any person or  
24 entity that, having actual notice of the terms of any such Order, shall be found to have violated  
25 the same.  
26  
27  
28

(26) Notice of any filings in this proceeding shall additionally be provided by electronic delivery to the email addresses provided by the Special Deputy Receiver and counsel for the Receiver.

**IT IS SO ORDERED**

DATED this 14 day of October, 2015.

  
\_\_\_\_\_  
DISTRICT COURT JUDGE

Respectfully submitted by:

ADAM PAUL LAXALT  
Attorney General

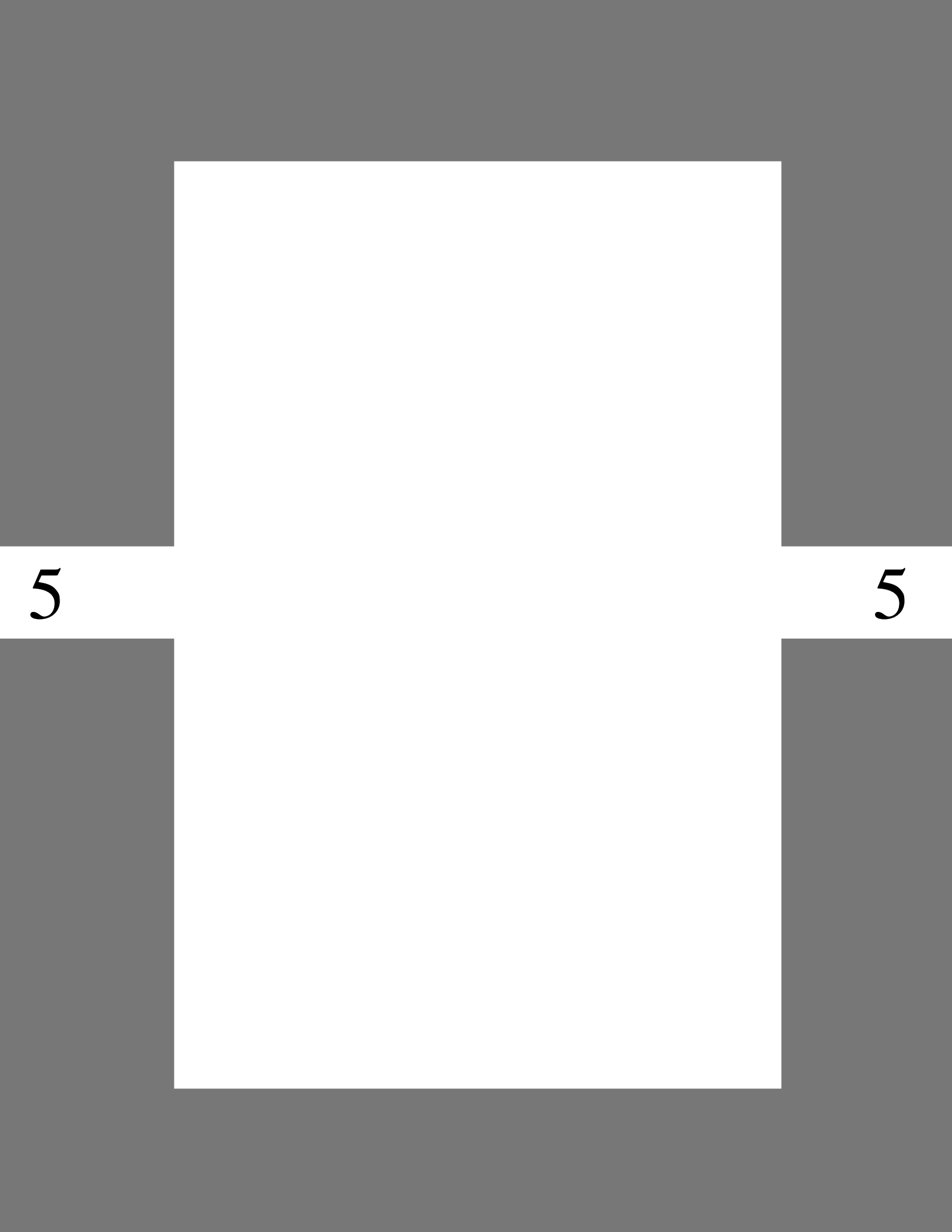
By: 

JOANNA N. GRIGORIEV  
Senior Deputy Attorney General  
*Attorneys for the Division of Insurance*

NOTICE TO BE PROVIDED TO:

Cantilo & Bennett, L.L.P.  
Special Deputy Receiver  
Nevada Health CO-OP  
3900 Meadows Lane  
Las Vegas, NV 89107

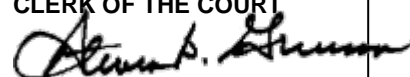
Copy to:  
11401 Century Oaks Terrace  
Suite 300  
Austin, TX 78758



5

5

Electronically Filed  
9/22/2021 3:27 PM  
Steven D. Grierson  
CLERK OF THE COURT



**NESO**  
J Christopher Jorgensen, Esq.  
Nevada Bar No. 5382  
cjorgensen@lewisroca.com  
**LEWIS ROCA ROTHGERBER CHRISTIE LLP**  
3993 Howard Hughes Parkway, Suite 600  
Las Vegas, NV 89169  
Tel: 702.949.8200  
Fax: 702.949.8398

Attorneys for Plaintiff

**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.

SILVER STATE HEALTH INSURANCE  
EXCHANGE,

Defendant.

Case No. A-20-816161-C

Dept. No. 8

**NOTICE OF ENTRY  
OF STIPULATION AND ORDER TO  
DISMISS WITHOUT PREJUDICE**

PLEASE TAKE NOTICE that a "Stipulation and Order to Dismiss Without Prejudice" was entered on September 21, 2021. A true and correct copy is attached hereto and made part hereof.

DATED this 22<sup>nd</sup> day of September, 2021.

LEWIS ROCA ROTHGERBER CHRISTIE LLP

By: /s/ J Christopher Jorgensen

J Christopher Jorgensen, Esq.  
3993 Howard Hughes Pkwy, Suite 600  
Las Vegas, Nevada 89169

*Attorneys for Plaintiff*

115594936.1

3993 Howard Hughes Parkway, Suite 600  
Las Vegas, NV 89169

**LEWIS**  **ROCA**

**CERTIFICATE OF SERVICE**

I certify that on September 22, 2021, I electronically filed and served the foregoing “*Notice of Entry of Stipulation and Order to Dismiss Without Prejudice*” through the Court’s electronic filing system, electronic service of the foregoing documents shall be submitted upon all recipients listed on the master service list.

/s/ Emily D. Kapolnai

An Employee of Lewis Roca Rothgerber Christie LLP

3993 Howard Hughes Parkway, Suite 600  
Las Vegas, NV 89169

**LEWIS**  **ROCA**

*Heather S. Smith*

CLERK OF THE COURT

1 **SAO**

2 J Christopher Jorgensen, Esq.

3 Nevada Bar No. 5382

4 cjorgensen@lewisroca.com

5 LEWIS ROCA ROTHGERBER CHRISTIE LLP

6 3993 Howard Hughes Parkway, Suite 600

7 Las Vegas, NV 89169

8 Tel: 702.949.8200

9 Fax: 702.949.8398

10 Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

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

16 Plaintiff,

17 v.

18 SILVER STATE HEALTH INSURANCE  
19 EXCHANGE,

20 Defendant.

Case No. A-20-816161-C

Dept. No. 5

**STIPULATION AND ORDER TO  
DISMISS WITHOUT PREJUDICE**

21 Plaintiff, State of Nevada, Ex Rel. Commissioner of Insurance Barbara D. Richardson, in  
22 her official capacity as receiver for Nevada Health Co-Op ("Plaintiff"), and Defendant, Silver  
23 State Health Insurance Exchange ("Defendant") request that the above captioned matter be  
24 dismissed without prejudice, pursuant to NRCP 41(a)(2). Each party shall bear its own  
25 attorneys' fees and costs incurred herein.

26 ///

27 ///

28 ///

///

115545399.1



1 **IT IS FURTHER STIPULATED AND AGREED** that all other status checks, hearings, and  
 2 deadlines; and the trial, which has not been re-set, shall be vacated.

3  
 4 Dated: September 15, 2021

Dated: September 15, 2021

5 **LEWIS ROCA ROTHGERBER CHRISTIE LLP**

**STATE OF NEVADA, OFFICE OF THE  
 ATTORNEY GENERAL**

6 /s/ J Christopher Jorgensen  
 7 J Christopher Jorgensen, Esq.  
 3993 Howard Hughes Pkwy, Suite 600  
 8 Las Vegas, Nevada 89169

/s/ Michelle D. Briggs  
 Aaron D. Ford, Attorney General  
 Michelle D. Briggs, Senior Deputy Attorney  
 General  
 555 E. Washington Ave. #3900  
 Las Vegas, Nevada 89101-1068

9 *Attorney for Plaintiff*

*Attorneys for Defendant*

10  
 11  
 12 **ORDER**

13 **IT IS SO ORDERED, ADJUDGED AND DECREED** that the above-referenced action  
 14 shall be dismissed without prejudice, each party to bear their own attorney's fees and costs;

15 **IT IS FURTHER ADJUDGED AND DECREED** that all other status checks, hearings, and  
 16 deadlines; and the trial, which has not been re-set, shall be vacated.

Dated this 21st day of September, 2021

17  
 18 

C59 224 D940 B681  
 Veronica M. Barisich  
 District Court Judge

19  
 20 Respectfully submitted:

21 **LEWIS ROCA ROTHGERBER CHRISTIE LLP**

22 /s/ J Christopher Jorgensen  
 23 J Christopher Jorgensen, Esq.  
 3993 Howard Hughes Pkwy, Suite 600  
 24 Las Vegas, Nevada 89169

25 *Attorneys for Plaintiff*

**Jaramillo, Annette**

---

**From:** Michelle D. Briggs <MBriggs@ag.nv.gov>  
**Sent:** Wednesday, September 15, 2021 2:15 PM  
**To:** Jorgensen, J. Christopher  
**Cc:** Jaramillo, Annette  
**Subject:** RE: Dismissal Stipulation for State of Nevada v. Silver State Exchange

[EXTERNAL]

---

Hi Chris,

Thank you for preparing this. You have permission to use my e-signature for filing.

**Michelle D. Briggs, Esq. | Chief Deputy Attorney General**  
 555 E. Washington Ave, Ste 3900, Las Vegas, Nevada 89101  
 E: [mbriggs@ag.nv.gov](mailto:mbriggs@ag.nv.gov) | T: 702-486-3809 | F: 702-486-3416



Notice: This e-mail message and any attachments thereto may contain confidential, privileged or non-public information. Use, dissemination, distribution or reproduction of this information by unintended recipients is strictly prohibited. If you have received this message in error, please notify the sender immediately and destroy all copies

---

**From:** Jorgensen, J. Christopher <CJorgensen@lewisroca.com>  
**Sent:** Wednesday, September 15, 2021 2:00 PM  
**To:** Michelle D. Briggs <MBriggs@ag.nv.gov>  
**Cc:** Jaramillo, Annette <AJaramillo@lewisroca.com>  
**Subject:** Dismissal Stipulation for State of Nevada v. Silver State Exchange

STATE OF NEVADA / SILVER STATE EXCHANGE  
 Stipulation to dismiss without prejudice

Michelle,  
 Please find attached the Stipulation to Dismiss Without Prejudice for the case State of Nevada v. Silver State Exchange, case A-20-816161-C.  
 If it meets with your approval please let me know if you authorize use of your electronic signature for filing.  
 Thank you  
 Chris

**Christopher Jorgensen**  
 Partner

[cjorgensen@lewisroca.com](mailto:cjorgensen@lewisroca.com)  
 D. 702.474.2642

6

6



03/09/2021 **Stipulated Protective Order Doc ID# 17**  
*[17] Stipulated Protective Order and Confidentiality Agreement*

03/09/2021 **Notice of Entry of Stipulation and Order Doc ID# 18**  
*[18] Notice of Entry of Stipulated Protective Order and Confidentiality Agreement*

03/12/2021 **Minute Order (3:00 AM) (Judicial Officer Barisich, Veronica M.)**  
[Minutes](#)  
 Result: Minute Order - No Hearing Held

03/12/2021 **Notice of Change of Hearing Doc ID# 19**  
*[19] Notice of Change of Hearing*

03/16/2021 **Motion for Leave (9:30 AM) (Judicial Officer Barisich, Veronica M.)**  
*Defendant's Motion for Leave to File Third-Party Complaint*  
[Minutes](#)  
*02/16/2021 Reset by Court to 03/16/2021*  
*03/16/2021 Continued to 05/06/2021 - Stipulation and Order - Richardson, Barbara D; State of Nevada*  
*05/06/2021 Continued to 07/08/2021 - Stipulation and Order - Richardson, Barbara D; State of Nevada*  
*07/08/2021 Reset by Court to 07/22/2021*  
*07/22/2021 Continued to 08/03/2021 - Stipulation and Order - Richardson, Barbara D; State of Nevada*  
*08/03/2021 Reset by Court to 09/07/2021*  
*09/07/2021 Continued to 09/28/2021 - Stipulation and Order - Richardson, Barbara D; State of Nevada*  
 Result: Matter Continued

03/16/2021 **Stipulation and Order Doc ID# 20**  
*[20] Stipulation and Order to Extend Time to File Response to Silver State Health Insurance Exchange's Motion for Leave to File Third Party Complaint*

03/17/2021 **Notice of Entry of Stipulation and Order Doc ID# 21**  
*[21] Notice of Entry of Stipulation and Order to Extend Time to File Response to Silver State Health Insurance Exchange's Motion for Leave to File Third Party Complaint*

03/22/2021 **Stipulation and Order Doc ID# 22**  
*[22] Stipulation and Order to Extend Discovery Deadlines and Reset Trial Date (1st Request)*

03/22/2021 **Order Setting Civil Bench Trial Doc ID# 23**  
*[23] Order Setting Civil Bench Trial, Pretrial, and Calendar Call*

03/22/2021 **Notice of Entry of Stipulation and Order Doc ID# 24**  
*[24] Notice of Entry of Stipulation and Order to Extend Discovery Deadlines and Reset Trial Date (1st Request)*

03/29/2021 **Notice of Association of Counsel Doc ID# 25**  
*[25] Notice of Association of Counsel*

03/29/2021 **Opposition to Motion Doc ID# 26**  
*[26] Combined Response to Motions (I) for Leave to File Third-Party Complaint and (II) to Consolidate*

04/12/2021 **Opposition to Motion Doc ID# 27**  
*[27] Opposition to Defendant's Motion for Leave to File Third-Party Complaint*

04/26/2021 **Reply in Support Doc ID# 28**  
*[28] Defendant's Reply in Support of Motion for Leave to File Third-Party Complaint*

05/05/2021 **Stipulation and Order Doc ID# 29**  
*[29] Stipulation and Order to Continue May 6, 2021 Hearing on Defendant's Motion for Leave to File Third Party Complaint*

05/05/2021 **Notice of Entry of Stipulation and Order Doc ID# 30**  
*[30] Notice of Entry of Stipulation and Order to Continue May 6, 2021 Hearing on Defendant's Motion for Leave to File Third Party Complaint*

05/20/2021 **Stipulation and Order Doc ID# 31**  
*[31] Stipulation and Order to Stay Discovery and All Pretrial Deadlines (First Request)*

05/20/2021 **Notice of Entry of Stipulation and Order Doc ID# 32**  
*[32] Notice of Entry of Stipulation and Order to Stay Discovery and All Pretrial Deadlines (1st Request)*

06/29/2021 **CANCELED Pre Trial Conference (11:00 AM) (Judicial Officer Crockett, Jim)**  
*Vacated - per Stipulation and Order*  
*06/29/2021 Reset by Court to 06/29/2021*  
*06/29/2021 Reset by Court to 06/29/2021*

07/06/2021 **Notice of Hearing Doc ID# 33**  
*[33] Instructions for BlueJeans VideoConferencing*

07/06/2021 **Stipulation and Order Doc ID# 34**  
*[34] Stipulation and Order to Continue the Hearing on Defendant's Motion for Leave to File Third Party Complaint*

07/06/2021 **Notice of Entry of Stipulation and Order Doc ID# 35**  
*[35] Notice of Entry of Stipulation and Order to Continue the July 8, 2021 Hearing on Defendant's Motion for Leave to File Third Party Complaint*

07/26/2021 **CANCELED Calendar Call (8:30 AM) (Judicial Officer Barisich, Veronica M.)**  
*Vacated - per Stipulation and Order*  
*07/26/2021 Reset by Court to 07/26/2021*

07/29/2021 **Notice of Hearing Doc ID# 36**  
*[36] Instructions for BlueJeans VideoConferencing*

07/30/2021 **Stipulation and Order Doc ID# 37**  
*[37] Stipulation and Order to Continue the August 3, 2021, Hearing on Defendant's Motion for Leave to File Third Party Complaint*

07/30/2021 **Notice of Entry of Stipulation and Order Doc ID# 38**  
*[38] Notice of Entry of Stipulation and Order to Continue August 3, 2021 Hearing on Defendant's Motion for Leave to File Third Party Complaint*

08/02/2021 **CANCELED Jury Trial (9:00 AM) (Judicial Officer Barisich, Veronica M.)**  
*Vacated - per Stipulation*  
*08/02/2021 Reset by Court to 08/02/2021*

09/01/2021 **Stipulation and Order Doc ID# 39**  
*[39] Stipulation and Order to Continue the September 7, 2021 Hearing on Defendant's Motion for Leave to File Third Party Complaint (Fourth Request)*

09/02/2021 **Notice of Entry of Stipulation and Order Doc ID# 40**  
*[40] Notice of Entry of Stipulation and Order to Continue 09.07.21 Hearing on SSHIE Motion for Leave to File Third Party Complaint*

09/02/2021 **Notice of Hearing Doc ID# 41**  
*[41] Instructions for BlueJeans VideoConferencing*

09/15/2021 **Notice of Appearance Doc ID# 42**  
*[42] Notice of Appearance*

09/21/2021 | **Stipulation and Order for Dismissal Without Prejudice** Doc ID# 43  
 [43] Stipulation and Order for Dismissal Without Prejudice

09/22/2021 | **Notice of Entry of Stipulation & Order for Dismissal** Doc ID# 44  
 [44] Notice of Entry of Stipulation and Order to Dismiss with Without Prejudice

09/28/2021 | **CANCELED Motion** (9:00 AM) (Judicial Officer Barisich, Veronica M.)  
 Vacated - per Stipulation and Order  
 Motion for Leave to File Third Party Complaint  
 09/07/2021 Reset by Court to 09/28/2021

09/28/2021 | **CANCELED Motion** (9:00 AM) (Judicial Officer Barisich, Veronica M.)  
 Vacated - Set in Error  
 Motion for Leave to File Third Party Complaint

10/12/2021 | **CANCELED Pre Trial Conference** (11:00 AM) (Judicial Officer Barisich, Veronica M.)  
 Vacated - per Stipulation and Order

11/08/2021 | **CANCELED Calendar Call** (8:30 AM) (Judicial Officer Barisich, Veronica M.)  
 Vacated - per Stipulation and Order

11/15/2021 | **CANCELED Bench Trial** (9:00 AM) (Judicial Officer Barisich, Veronica M.)  
 Vacated - per Stipulation and Order

---

**FINANCIAL INFORMATION**


---

	<b>Plaintiff</b> State of Nevada		
	Total Financial Assessment		284.00
	Total Payments and Credits		284.00
	<b>Balance Due as of 02/16/2022</b>		<b>0.00</b>
06/05/2020	Transaction Assessment		270.00
06/05/2020	Efile Payment	Receipt # 2020-30183-CCCLK	
		State of Nevada, ex rel. Commissioner of Insurance, Barbara D. Richardson	(270.00)
03/29/2021	Transaction Assessment		3.50
03/29/2021	Efile Payment	Receipt # 2021-18836-CCCLK	
		State of Nevada	(3.50)
04/12/2021	Transaction Assessment		3.50
04/12/2021	Efile Payment	Receipt # 2021-22320-CCCLK	
		State of Nevada	(3.50)
09/15/2021	Transaction Assessment		3.50
09/15/2021	Efile Payment	Receipt # 2021-57445-CCCLK	
		State of Nevada	(3.50)
09/22/2021	Transaction Assessment		3.50
09/22/2021	Efile Payment	Receipt # 2021-59002-CCCLK	
		State of Nevada	(3.50)