

IN THE SUPREME COURT OF THE STATE OF NEVADA

Margaret Reddy, Mohan Thalamarla,
Max Global, INC.

Supreme Court No. 83253

Appellants,

vs.

MEDAPPEAL, LLC, an Illinois
limited liability company

Respondent.

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Elizabeth A. Brown
Clerk of Supreme Court

APPELLANTS' APPENDIX VOLUME 4

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Attorney for Appellants, Margaret Reddy, Mohan Thalamarla,
Max Global, LLC

1 29. Answering Paragraph 53, Defendants deny the allegations contained therein.

2 30. Answering Paragraph 54, Defendants deny the allegations contained therein.

3 31. Answering Paragraph 55, Defendants deny the allegations contained therein. Defendants further
4 state that V. Reddy was under no obligation to disclose any vested interest he and M. Reddy may have
5 had with Weinstein.

6 Defendants Abscond with Plaintiff's Money

7 32. Answering Paragraphs 56, 57, 58, and 59, Defendants admit the allegations contained therein.

8 33. Answering Paragraphs 60, 61, 62, 63, and 64 Defendants are without knowledge or information
9 sufficient to form a belief as to the truth of the allegations contained therein and, on this basis, deny
10 those allegations.

11 34. Answering Paragraph 65, 66, 67, and 68, Defendants deny the allegations contained therein.

12 35. Answering Paragraph 69, Defendants deny that they were involved in any fraudulent scheme.

13 Defendant V. Reddy's Sworn Testimony, Failed Bankruptcy, and Co-Conspirators

14 36. Answering Paragraph 70, Defendants admit the allegations contained therein.

15 37. Answering Paragraph 71, Defendants admit that certain unsecured creditors were not included on
16 V. Reddy's Schedule E/F. Defendant V. Reddy further states that this was done at the direction of his
17 bankruptcy attorney who advised that the business debts were not appropriate to include on V. Reddy's
18 personal bankruptcy.

19 38. Answering Paragraph 72, Defendants admit the allegations contained therein. Defendant V. Reddy
20 further states that his statements were in reference to a business that he sold in 2016 and the business
21 arrangement ended in 2016.

22 39. Answering Paragraph 73, Defendants admit the allegations contained therein.

23 40. Answering Paragraph 74, Defendants are without knowledge or information sufficient to form a
24 belief as to the truth of the allegations contained therein and, on this basis, deny those allegations.

25 41. Answering Paragraph 75, Defendants admit the allegations contained therein.

26 42. Answering Paragraph 76, Defendants admit that in 2016 Weinstein would write a single check to
27 V. Reddy and M. Reddy.
28

1 43. Answering Paragraph 77, Defendants admit that the statements were made in reference to medical
2 transcript and answering services. Defendants deny that the statements were made in reference to
3 medical billing and medical appeals, which the Plaintiff purchased.

4 44. Answering Paragraph 78, Defendants admit the allegations contained therein.

5 45. Answering Paragraph 79, Defendants deny the allegations contained therein.

6 46. Answering Paragraph 80, Defendants admit the allegations contained therein.

7 47. Answering Paragraph 81, Defendants admit that a Complaint for Revocation of Discharge was
8 filed against V. Reddy. Defendants deny all other allegations contained therein.

9 48. Answering Paragraph 82, the Complaint speaks for itself and no response is necessary. To the
10 extent a response is required, Defendants deny all allegations contained therein.

11 49. Answering Paragraph 83, Defendants admit the allegations contained therein. Defendants further
12 state that no wrongdoing was admitted by any party.

13 50. Answering Paragraph 84, Defendants deny the allegations contained therein.

14 Defendants' Fraudulent Intent

15 51. Answering Paragraph 85, Defendants deny the allegations contained therein.

16 52. Answering Paragraph 86, Defendants admit the allegations contained therein.

17 53. Answering Paragraph 87, Defendants are without knowledge or information sufficient to form a
18 belief as to the truth of the allegations contained therein and, on this basis, deny those allegations.

19 54. Answering Paragraph 88, Defendants deny the allegations contained therein.

20 Defendant Weinstein's Recent Actions

21 55. Answering Paragraph 89, Defendants deny the allegations contained therein.

22 56. Answering Paragraph 90, Defendants deny the allegations contained therein.

23 57. Answering Paragraphs 91, 92, and 93, Defendants are without knowledge or information sufficient
24 to form a belief as to the truth of the allegations contained therein and, on this basis, deny those
25 allegations.

26 58. Answering Paragraphs 94 and 95, Defendants deny the allegations contained therein.

27 59. Answering Paragraph 96, Defendants admit the allegations contained therein.

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ALTER EGO ALLEGATIONS

60. Answering Paragraphs 97 and 98, Defendants deny the allegations contained therein.

61. Answering Paragraph 99, Defendants admit the allegations contained therein.

62. Answering Paragraphs 100, 101, 102, 103, and 104, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on this basis, deny those allegations.

63. Answering Paragraph 105, Defendants admit the allegations contained therein.

64. Answering Paragraph 106, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on this basis, deny those allegations.

65. Answering Paragraph 107, the allegations constitute a legal conclusion to which no response is necessary. To the extent a response is required, Defendants deny the allegations contained therein.

FIRST CAUSE OF ACTION

FOR BREACH OF CONTRACT

(Against Defendants Medasset, Weinstein and Does 1-10)

66. Answering Paragraph 108, Defendants incorporate their responses to all proceeding paragraphs as though fully set forth herein.

67. Answering Paragraph 109, Defendants admit the allegations contained therein.

68. Answering Paragraph 110, Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on this basis, deny those allegations.

69. Answering Paragraphs 111 and 112, the allegations constitute a legal conclusion to which no response is necessary. To the extent a response is required, Defendants deny the allegations contained therein.

SECOND CAUSE OF ACTION

FOR FRAUD

(Against Defendant Medasset, Weinstein, Brown, V. Reddy and Does 1-20)

70. Answering Paragraph 113, Defendants incorporate their responses to all preceding paragraphs as through fully set forth herein.

1 71. Answering Paragraphs 114, 115, 116, 117, 118, 119, and 120, Defendants deny the allegations
2 contained therein.

3 72. Answering Paragraphs 121, 122, and 123, the allegations constitute a legal conclusion to which no
4 response is necessary. To the extent a response is required, Defendants deny the allegations contained
5 therein.

6 **THIRD CAUSE OF ACTION**
7 **FOR CONSPIRACY TO COMMIT FRAUD**

8 (Against All Defendants and Does 1-30)

9 73. Answering Paragraph 124, Defendants incorporate their responses to the preceding paragraphs as
10 though fully set forth herein.

11 74. Answering Paragraphs 125 and 126, Defendants deny the allegations contained therein.

12 75. Answering Paragraph 127, Defendants deny the allegations contained therein. Defendants further
13 state that M. Reddy worked for Defendant Weinstein as an independent contractor.

14 76. Answering Paragraph 128, Defendants are without knowledge or information sufficient to form a
15 belief as to the truth of the allegations contained therein and, on this basis, deny those allegations.

16 77. Answering Paragraph 129, Defendants deny the allegations contained therein.

17 78. Answering Paragraphs 130 and 131, the allegations constitute a legal conclusion to which no
18 response is necessary. To the extent a response is required, Defendants deny the allegations contained
19 therein.

20 **FOURTH CAUSE OF ACTION**
21 **FOR DECEPTIVE TRADE PRACTICES**

22 (Against All Defendants and Does 1-40)

23 79. Answering Paragraph 132, Defendants incorporate their responses to the preceding paragraphs as
24 though fully set forth herein.

25 80. Answering Paragraphs 133, 134, and 135, Defendants admit the allegations contained therein.

26 81. Answering Paragraph 136, the allegations constitute a legal conclusion to which no response is
27 necessary. The extent a response is required, Defendants deny the allegations contained therein.

28 82. Answering Paragraphs 137, 138, 139, and 140, Defendants deny the allegations contained therein.

1 83. Answering Paragraph 141, the allegations constitute a legal conclusion to which no response is
2 necessary. The extent a response is required, Defendants deny the allegations contained therein.

3 **FIFTH CAUSE OF ACTION**

4 **FOR VIOLATION OF THE NEVADA CIVIL RICO STATUTE**

5 (Against All Defendants and Does 1-50)

6 84. Answering Paragraph 142, Defendants incorporate their responses to the preceding paragraphs as
7 though fully set forth herein.

8 85. Answering Paragraph 143, the allegations constitute a legal conclusion to which no response is
9 necessary. The extent a response is required, Defendants deny the allegations contained therein.

10 86. Answering Paragraphs 144, 145, and 146, Defendants deny the allegations contained therein.

11 87. Answering Paragraphs 147 and 148, the allegations constitute a legal conclusion to which no
12 response is necessary. The extent a response is required, Defendants deny the allegations contained
13 therein.

14 **AFFIRMATIVE DEFENSES**

15 1. Plaintiff's claims, and each cause of action stated therein, fail to state a claim against
16 Defendants upon which relief can be granted and further fails to entitle Plaintiff to the relief sought, or
17 any relief whatsoever from Defendants.

18 2. Any damages which Plaintiff may have suffered, which Defendants continue to deny, was
19 the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from
20 recovery of any damages.

21 3. The Complaint and each claim for relief therein that seeks equitable relief, is barred by the
22 doctrine of unclean hands.

23 4. Plaintiff is not entitled to relief from or against Defendants, as it has not sustained any loss,
24 injury, or damage that resulted from any act, omission, or breach by Defendants.

25 5. Plaintiff's damages, if any, were the result of intervening, superseding, concurrent and/or
26 contributing causes. Any alleged action or alleged omission on the part of Defendants was not the
27 proximate cause of Plaintiff's alleged damages.

28 6. Defendants acted reasonably and in good faith at all times material to this action, based

1 upon all relevant facts and circumstances known by them at the time they so acted and, accordingly,
2 Plaintiff is barred from any recovery in this action.

3 7. Plaintiff was not injured or damaged in the manner or to the extent claimed by Plaintiff
4 and/or such damages were not proximately caused by any actions or inactions on the part of Defendants.

5 8. Plaintiff's claims are barred, in whole or in part, by accord and satisfaction.

6 9. To the extent Plaintiff seeks equitable relief, Plaintiff is not entitled to such relief because
7 there is an adequate remedy at law.

8 10. Plaintiff should not be allowed to recover for its alleged claims because they are *in pari*
9 *delicto*.

10 11. Defendants allege that no act or omission on its part contributed in any way or caused the
11 damages, if any, as alleged in the Complaint.

12 12. Defendants acted in good faith and exercised due diligence to disclose to the parties in this
13 action all of the facts known to Defendants relevant to the acts and transactions complained of by Plaintiff.

14 13. Plaintiff had actual knowledge of the true facts of all transactions and events complained
15 of, sufficient for Plaintiff to have done anything necessary to protect his interests.

16 14. Defendants state that Plaintiff's Complaint is wholly insubstantial, frivolous, and not
17 advanced in good faith.

18 15. Defendants deny each and every allegation of the Complaint that is not specifically
19 admitted herein.

20 16. Defendants hereby give notice that they intend to rely upon such other defenses as may
21 become available or appear during discovery in this case or otherwise and hereby reserve the right to
22 amend this Answer to assert any such defenses.

23 ///

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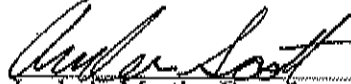
28 ///

1 WHEREFORE, Defendants, having fully answered, prays for judgment in its favor and against
2 Plaintiff as follows:

- 3 1. That Plaintiff takes nothing by virtue of its Complaint;
4 2. That Plaintiff's Complaint be dismissed with prejudice;
5 3. For the costs of the suit incurred herein;
6 4. For attorney's fees and costs; and
7 5. For such other relief as the Court may deem just and proper.

8 DATED this 28TH day of October, 2019.

9 LEAH MARTIN LAW

10 

11 Leah A. Martin, Esq.

12 Nevada Bar No. 7982

13 Amber D. Scott, Esq.

14 Nevada bar No. 14612

15 3100 W. Sahara Ave., Ste. 202

16 Las Vegas, NV 89102

17 Attorneys for Defendants Reddy,
18 Thalamarla, and Max Global Inc.

CERTIFICATE OF MAILING

I HEREBY CERTIFY on the 28 day of October, 2019, I caused service of the foregoing
DEFENDANTS VIJAY REDDY, MARGARET REDDY, MOHAN THALAMARLA, AND MAX
GLOBAL INC.'S ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT to be made via
electronic mail through the Eighth Judicial District Court's E-Filing System to the following at the e-mail
address provided in the e-service list:

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On behalf of LEAH MARTIN LAW

Exhibit 26

Steven D. Grierson

1 NEOJ



2 Jay Freedman
3 11700 W. Charleston Blvd. Ste. 170-357
4 Las Vegas, NV 89135
5 702-342-5425
6 702-475-6455 (fax)
7 jay@jayfreedmanlaw.com

8 Attorney for Plaintiff

9 EIGHTH JUDICIAL DISTRICT COURT

10 CLARK COUNTY, NEVADA

11 MEDAPPEAL, LLC, An Illinois Limited
12 Liability Company,

13 Plaintiff,

14 vs.

15 DAVID WEINSTEIN, VIJAY REDDY,
16 MARGARET REDDY, MOHAN
17 THALMARLA, KEVIN BROWN, MAX
18 GLOBAL, INC., VISIONARY BUSINESS
19 BROKERS LLC, MEDASSET
20 CORPORATION, and DOES 1-50

21 Defendants

Case No.: A-19-792836-C

Dept: 14

NOTICE OF ENTRY OF ORDER DENYING
MOTIONS TO DISMISS

22 PLEASE TAKE NOTICE that on October 4, 2019, an Order Denying Motions to
23 Dismiss was filed with the Court. A copy of the Order is attached hereto.

24 Dated this 4th day of October, 2019.

25 /s/ Jay Freedman

26 Jay Freedman
27 Nevada Bar No. 12214
28 11700 W. Charleston Blvd. Ste. 170-357
Las Vegas, NV 89135
702-342-5425
Attorney for Plaintiff

NOTICE OF ENTRY OF ORDER - 1

1 **ORDR**



Jay Freedman
11700 W. Charleston Blvd. Ste. 170-357
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4 702-342-5425

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7 Attorney for Plaintiff

8 **EIGHTH JUDICIAL DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 MEDAPPEAL, LLC, An Illinois Limited
11 Liability Company,

12 Plaintiff,

13 vs.

14 DAVID WEINSTEIN, VIJAY REDDY,
15 MARGARET REDDY, MOHAN
16 THALMARLA, KEVIN BROWN, MAX
17 GLOBAL, INC., VISIONARY BUSINESS
18 BROKERS LLC, MEDASSET
19 CORPORATION, and DOES 1-50

20 Defendants

Case No.: A-19-792836-C

Dept: 14

ORDER DENYING MOTIONS TO DISMISS

21 Two Motions to Dismiss were filed by (1) defendants Kevin Brown and Visionary
22 Business Brokers, LLC ("VBB") [represented by represented by Zachary Takos of the Takos
23 Law Group, Ltd.] and (2) defendants Vijay Reddy, Margaret Reddy, Mohan Thalmarla and Max
24 Global, Inc. [represented by Leah Martin and Amber Scott of Leah Martin Law]. Plaintiff was
25 represented by Jay Freedman of the Law Office of Jay Freedman.

26 The Brown Defendants' Motion to Dismiss was initially heard on July 9, 2019, while the
27 Reddy Defendants' Motion to Dismiss was initially heard on August 1, 2019. The Court
28 requested supplemental briefing from the parties and re-scheduled both hearings to take place on

August 20. The Court reviewed the moving, opposing, reply and supplemental papers

ORDER DENYING MOTIONS TO DISMISS - 1

1 submitted by the parties, entertained oral argument, and for the reasons stated below, denied both
2 Motions to Dismiss.

3 BACKGROUND

4 Plaintiffs allege that Defendants are liable for breach of contract, fraud and other fraud-
5 related causes of action that arise from Plaintiff's purchase of a business opportunity from
6 Defendants. Plaintiffs filed suit against defendants David Weinstein, Medasset Corporation,
7 Kevin Brown, VBB and V. Reddy in Cook County, Illinois, in 2018. These defendants filed a
8 motion to dismiss the Illinois action on the grounds that they were not subject to personal
9 jurisdiction in Illinois and/or that a forum-selection clause contained in the parties' contract
10 required that the action be filed in Clark County, Nevada. The Illinois Court granted the motion
11 to dismiss and Plaintiff refiled its action in Clark County.
12

13 The Brown Defendants and the Reddy Defendants each filed Motions to Dismiss this
14 action on the grounds that they were not subject to personal jurisdiction in Nevada. Plaintiff
15 filed written opposition to both motions in which it argued, among other things, that Defendants
16 were judicially estopped from contesting the existence of personal jurisdiction in Nevada. After
17 reviewing the papers submitted by the parties and conducting three hearings, the Court found
18 that Defendants are judicially estopped from contesting the existence of personal jurisdiction in
19 Nevada and denied both Motions to Dismiss.

20 FINDINGS OF FACT

- 21 • Plaintiffs filed a complaint in Cook County, Illinois, arising out of an agreement to
22 purchase a medical appeals and medical credentialing business (the "Purchase
23 Agreement").
- 24 • Defendants filed a motion to dismiss the Illinois lawsuit, arguing that they were not
25 subject to personal jurisdiction in Illinois and that even if they were subject to personal
26 jurisdiction, a forum-selection clause included in the Purchase Agreement required that
27 the lawsuit be filed in Clark County, Nevada.
28

- 1 • Defendants filed a motion to dismiss and a reply brief in Illinois. In both of these
- 2 documents, Defendants argued that the Illinois action should be dismissed because of the
- 3 forum-selection clause included in the Purchase Agreement.
- 4 • Defendants' Illinois motion to dismiss argued that "the forum selection clauses are
- 5 enforceable and result in the dismissal of this case."
- 6 • Defendants' Illinois motion to dismiss argued that "the forum selection clauses are
- 7 controlling and dispositive. For this reason alone, the action must be dismissed."
- 8 • Plaintiff filed a written opposition in Illinois, and Defendants filed a reply brief. In their
- 9 reply, Defendants argued that "Plaintiff's venue argument has no merit because Plaintiff
- 10 and its principals are a commercially experienced and sophisticated parties who
- 11 negotiated, revised and ultimately agreed to a contract that contained two Nevada choice-
- 12 of-venue and choice-of-law provisions." (Emphasis in original.)
- 13 • Defendants' Illinois reply brief argued that "these principles apply with particular force in
- 14 this case where it is undisputed that: (i) the Purchase-Sale Agreement was formed in
- 15 Nevada and contains two Nevada choice of law and venue provisions" (Emphasis in
- 16 original.)
- 17 • The Illinois Court conducted oral argument concerning Defendants' motion to dismiss.
- 18 During the course of the oral argument, Defendants' Illinois counsel argued that the
- 19 forum-selection clause was enforceable and required the dismissal of the Illinois lawsuit.
- 20 • The Illinois Court issued a ruling from the bench at the conclusion of the hearing.
- 21 • The Illinois Court found that the forum-selection clause included in the Purchase
- 22 Agreement was enforceable.
- 23 • The Illinois Court found that the forum-selection clause included in the Purchase
- 24 Agreement was mandatory.
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- 1 • The Illinois Court found that the forum-selection clause included in the Purchase
2 Agreement determined "where any causes of action relating to this agreement must be
3 brought."
- 4 • The Illinois Court dismissed the Illinois lawsuit based on two separate and independent
5 grounds, one of which was the application of the forum-selection clause included in the
6 Purchase Agreement.
- 7 • The Illinois Court dismissed the Illinois lawsuit in favor of jurisdiction in Clark County,
8 Nevada.
- 9 • Defendants filed two separate Motions to Dismiss in this action in which they argued that
10 they were not subject to personal jurisdiction in Nevada.
- 11 • Defendants supported their Motions to Dismiss with declarations. None of the
12 declarations addressed the invocation of judicial estoppel.
- 13

14 CONCLUSIONS OF LAW

- 15 • Plaintiff met its burden to invoke the doctrine of judicial estoppel.
- 16 • Judicial estoppel is properly invoked after consideration of the following factors (1) a
17 party has taken inconsistent positions; (2) the party asserted those positions in judicial or
18 quasi-judicial proceedings; (3) the party successfully asserted the first position; and (4)
19 the first position was not taken as a result of ignorance, fraud or mistake.
- 20 • While the Court is not required to find that all four factors are present to invoke the
21 doctrine, it finds all four factors are present in this action.
- 22 • Defendants have taken inconsistent positions. The arguments they asserted in their
23 Illinois motion to dismiss (that they should be sued in Clark County, Nevada) are
24 inconsistent with the arguments they asserted in the Motions to Dismiss they filed in this
25 action (that they cannot be sued in Clark County, Nevada).
- 26 • Defendants asserted inconsistent positions in judicial proceedings.
- 27

- Defendants successfully asserted the position they advanced in their Illinois motion to dismiss and obtained a dismissal of the Illinois lawsuit on the grounds that the forum-selection clause required Plaintiff to file suit in Clark County, Nevada.
- The position asserted by Defendants in Illinois was not taken as a result of ignorance, fraud or mistake.
- Defendants are judicially estopped from contesting the existence of personal jurisdiction in Nevada.

Defendants' Motions to Dismiss are denied and Defendants are ordered to answer Plaintiff's First Amended Complaint (which has not yet been filed) as required by the Nevada Rules of Civil Procedure.

Date: ~~September~~ ^{October} 2, 2019

District Court Judge

Respectfully submitted by:

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11700 W. Charleston Blvd. Ste. 170-357
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Attorney for Plaintiff

/s/ Zachary Takos
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/s/ Amber D. Scott
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Attorney for Vijay Reddy, Margaret
Reddy, Max Global, Inc. and Mohan
Thalmarla

ORDER DENYING MOTIONS TO DISMISS - 5

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Exhibit 27



1 MCOM



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8 Attorney for Plaintiff

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15 DAVID WEINSTEIN, VIJAY REDDY,
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21 Defendants

Case No.: A-19-792836-C

Dept: 14

PLAINTIFF MEDAPPEAL, LLC'S MOTION
TO COMPEL FURTHER RESPONSES
FROM DEFENDANT MARGARET REDDY

Hearing Requested-To Be Heard By The
Discovery Commissioner

22 Plaintiff Medappeal, LLC, by and through its attorney Jay Freedman, seeks an order
23 pursuant to Rules 33, 34 and 37 of the Nevada Rules of Civil Procedure compelling defendant
24 Margaret Reddy to provide further responses to Interrogatories and Requests for Production of
25 Documents.

26 **1. INTRODUCTION.**

27 Plaintiff Medappeal, LLC contends that the defendants in this action conspired together
28 to sell it a worthless business and its First Amended Complaint includes causes of action for
breach of contract, fraud and civil RICO. Plaintiff alleges, among other things, that the
defendants either knew that they were selling a worthless business or that they had no reasonable
MOTION TO COMPEL FURTHER RESPONSES - 1

1 basis to believe that they were selling a legitimate business because they had perpetuated that
2 same fraud on many other victims before they sold the business at issue in this action. Plaintiff
3 served discovery on defendant Margaret Reddy to support its claims against all of the defendants
4 and in particular to establish that the defendants knew they defrauded Plaintiff because they had
5 defrauded other victims.

6
7 Consistent with her dilatory conduct in this action, Reddy provided discovery responses
8 that are evasive and non-responsive. Reddy also relied on improper objections to refuse to
9 respond to certain discovery requests. Defendant's counsel refused to discuss these issues with
10 Plaintiff and it has now been forced to file this Motion to Compel.

11 **2. LEGAL STANDARD.**

12 A party responding to discovery has an obligation to construe discovery requests in a
13 reasonable manner. (*Cache La Poudre Feeds, LLC v. Land O'Lakes, Inc.*, 244 F.R.D. 614, 618-
14 19 (D. Colo. 2007).) As such, a responding party should exercise reason and common sense to
15 attribute ordinary definitions to terms and phrases used in the discovery requests. (*McCoo v.*
16 *Denny's Inc.*, 192 F.R.D. 675, 694 (D. Kansas 2000).) Parties are also required to respond to
17 written discovery to the fullest extent possible. The responses "must be responsive, full,
18 complete and unevasive." (*Continental Ill. National Bank & Trust Co. v. Caton*, 136 F.R.D. 682,
19 684 (D. Kan. 1991).) Finally, a party responding to discovery cannot limit its answer to matters
20 within its own knowledge and ignore information reasonably available to it or under its control.
21 (*Exxex Builders Group, Inc. v. Amerisure Insurance Co.*, 230 F.R.D. 682, 685 (M.D. Fla. 2005).)
22 If a party is unable to provide the requested information, it must state under oath that it is unable
23 to respond and set forth the efforts used to obtain the information. (*Hansel v. Shell Oil Corp.*,
24 169 F.R.D. 303, 305 (E.D. Pa. 1996).) With these rules in mind, many of the responses provided
25 by Reddy are deficient and she should be required to provide further responses.

26 ///

1 **3. REDDY WAIVED HER OBJECTIONS BECAUSE HER RESPONSES WERE**
2 **LATE.**

3 Reddy's responses were late and he waived her objections. (NRCP Rule 33; *Fifty-Six*
4 *Hope Rd. Music, Ltd. v. Mayah Collections, Inc.* (D. Nev. June 11, 2007, No. 2:05-cv-01059-
5 KJD-GWF) 2007 U.S. Dist. LEXIS 43012, at *7-10; *Richmark Corp. v. Timber Falling*
6 *Consultants*, 959 F.2d 1468, 1473 (9th Cir. 1992).) While Reddy attempted to seek an extension,
7 her attorney has acknowledged that he did not do so because counsel sent the request to the
8 wrong email address. Further, Reddy's argument that the mistake constitutes "excusable
9 neglect" does not help her. Rule 33 allows the Court to excuse a waiver for good cause, but
10 Reddy has not established good cause for her failure to timely respond. In particular, a party
11 responding to discovery cannot unilaterally grant itself an extension when the propounding party
12 does not respond to the request. To the contrary, Plaintiff's lack of response to the request
13 means that the request was not granted and as a result Reddy waived her objections.

14 **4. THE DISCOVERY IS RELEVANT.**

15 Reddy objected to many of the discovery requests on the grounds that the requests seek
16 information this is not relevant. This objection is incorrect. Defendants are being sued for fraud
17 and Plaintiff can establish its claim by proving that Defendants knew that their representations
18 were false or that Defendants had an insufficient basis of information for making the
19 representations. (*Barmettler v. Reno Air, Inc.*, 956 P.2d 1382, 1386 (Nev. 1998).) Claims
20 asserted against Defendants before they entered into their transaction with Plaintiff, information
21 known to Defendants before their transaction with Plaintiff and Defendants' conduct before their
22 transaction with Plaintiff are all directly relevant to proving that Defendants had an insufficient
23 basis to make the representations they made to Plaintiff. As such, Reddy's objections are
24 improper and should be overruled.

25 ///
26

1 **5. THE DISCOVERY IS NOT PREMATURE.**

2 Reddy objected to many discovery requests on the ground that the request “is premature
3 as discovery is ongoing.” This objection is improper and indicates Reddy’s intent to avoid
4 responding to legitimate discovery requests. As noted above, parties responding to discovery are
5 required to respond “to the fullest extent possible.” This means, among other things, that Reddy
6 is required to answer based on the information available to her when she responds.
7

8 Reddy’s objection is also improper because Plaintiff’s discovery asks about information
9 that was known to Reddy at in the past. Plaintiff is not asking Reddy to provide information that
10 she herself needs to learn through discovery and Plaintiff is certainly not asking Reddy to
11 speculate. She merely needs to respond to discovery based on the information that she knows
12 and her objections should be overruled.

13 **6. REDDY HAS NOT RESPONDED IN GOOD FAITH.**

14 As noted above, a party responding to discovery has an obligation to construe discovery
15 requests in a reasonable manner. In this case, Reddy’s objection that she is unable to respond to
16 interrogatories asking her to “state all facts” supporting a contention reveals that she went out of
17 her way to create an objection and that she is not responding in good faith. Construing this
18 request in a reasonable manner means that Plaintiff is merely asking Reddy to provide all of the
19 facts that she knows or is reasonably available to her. Reddy’s objection is improper and it
20 should be overruled.

21 **7. REDDY WAIVED HER ABILITY TO ARGUE THAT THE DISCOVERY**
22 **REQUESTS ARE VAGUE BY REFUSING TO RESPOND TO PLAINTIFF.**

23 Plaintiff tried to resolve these disputes with Reddy’s counsel before filing this suit.
24 Plaintiff first met with Reddy’s counsel in person and asked how counsel would like to proceed
25 to resolve the disputes. At defense counsel’s request, Plaintiff sent a letter to defense counsel on
26 March 5 that addressed all of the issues raised in this Motion and asked counsel to call him after
27 counsel had the opportunity to review and digest the contents of the letter. Plaintiff sent a second
28

1 email to defense counsel on March 19, again asking when counsel would be available to discuss
2 these discovery issues. Plaintiff sent a third email to defense counsel on March 30., expressly
3 stating that Plaintiff would file a motion to compel if it did not hear from Reddy's attorney.
4 Defense counsel did not respond to Plaintiff before this motion was filed.

5
6 Notably, several of Reddy's objections may have been resolved if her attorney responded
7 to Plaintiff. In particular, the parties would likely have been able to resolve Reddy's complaint
8 that several of the requests are vague and Plaintiff would have been able to clarify its intent
9 and/or revise some of the requests. However, Reddy's attorney refused to discuss any of these
10 issues and as a result she waived her ability to argue that any of the discovery requests are vague.

11 **8. DEFENDANT REDDY'S RESPONSES TO INTERROGATORIES.**

12 As a preliminary issue, Reddy's responses to several of Plaintiff's Interrogatories state
13 that she cannot adequately respond to the Interrogatory "as written." While Plaintiff would have
14 been willing to work with Reddy to revise some or all of the disputed Interrogatories, it was not
15 able to do so because Reddy's counsel refused to discuss these discovery issues with Plaintiff's
16 counsel.

17
18 Interrogatory Number 2: This Interrogatory requires M. Reddy to identify her prior employers.
19 She responded as follows: I do not have the address and phone numbers for my previous
20 employers. I have worked for Optum (a division of United Health Group) and Bank of America.
21 I currently work for a pension planning company. I object to providing my current employer's
22 name and contact information as I do not want Plaintiff to spread rumors to my current
23 employer, or jeopardize my employment. It has come to my attention that Plaintiff has already
24 attempted to interfere with Mr. Weinstein's businesses. I have worked for David Weinstein's
25 company.

26 Reddy's response is evasive and incomplete. While Plaintiff believes that she is required
27 to take reasonable steps to locate information, this Motion only seeks to compel M. Reddy to

1 provide additional information concerning her employment for David Weinstein. At the very
2 least, she is required to identify which specific company or companies of David Weinstein's that
3 she worked.

4 ///

5 Interrogatory Number 3: This Interrogatory requires M. Reddy to identify all persons or entities
6 for whom she worked as an independent contractor. She responded as follows: I have worked
7 for David Weinstein's company.

8 Reddy's response is incomplete. M. Reddy is required to identify the specific name of
9 the company or companies for which she worked as an independent contractor.

11
12 Interrogatory Number 5: This Interrogatory asks M. Reddy to state the facts upon which
13 she based her belief that Medasset Corporation was capable of honoring its contract with
14 Plaintiff. She responded as follows: Defendant objects to this interrogatory on the ground that it
15 is overbroad and unduly burdensome as it asks for "all facts," which is an impossible standard to
16 satisfy. To the extent that this interrogatory would invade upon the attorney-client privilege
17 and/or work product doctrine, Defendant would further object to this interrogatory. This
18 interrogatory is premature as discovery is ongoing.

19 For the reasons stated in the preceding sections, M. Reddy is required to provide a
20 substantive response and her objections should be overruled. She is only required to provide
21 "all" of the facts that she knows and her task is very possible. She does not provide any facts
22 supporting the application of the attorney-client privilege or the attorney work-product doctrine.
23 The interrogatory is not premature and M. Reddy is required to provide whatever information is
24 currently available to her.

26 Interrogatory Number 10: This Interrogatory asks M. Reddy to describe the
27 circumstances surrounding the transfer of \$325,000 from her to defendants Mohan Thamarla

28 MOTION TO COMPEL FURTHER RESPONSES - 6

1 and Max Global. She responded as follows: The transfer of \$325,000 from me to Mohan
2 Thalmarla and Max Global was a private transaction of 2017, before the events which are the
3 subject of this lawsuit, and that transaction has nothing to do with this lawsuit.

4 M. Reddy's response is incomplete and she is not able to limit Plaintiff's right to conduct
5 discovery based on her theory of the case. M. Reddy has been sued as a co-conspirator and she
6 has been accused of, among other things, helping her husband conceal the proceeds of their
7 fraudulent conduct. The loan at issue took place shortly before her husband filed a bankruptcy
8 petition and the circumstances surrounding the loan may reveal the extent of M. Reddy's
9 participation in the defendants' fraudulent conduct. The fact that the loan took place before
10 Defendants' contract with Plaintiff does not obviate M. Reddy's obligation to respond to this
11 Interrogatory.
12

13
14 Interrogatory Numbers 12-17: These Interrogatories require M. Reddy to state the facts
15 that support her denial of various allegation contained in Plaintiff's First Amended Complaint.
16 She provided the following responses to each of the Interrogatories: Defendant objects to this
17 interrogatory on the ground that it is overbroad and unduly burdensome in that it asks for "all
18 facts," which is an impossible standard to satisfy. To the extent that this interrogatory would
19 invade the attorney-client privilege and/or work product doctrine, Defendant would further
20 object to this interrogatory. This interrogatory is premature as discovery is ongoing.

21 For the reasons stated in the preceding sections, M. Reddy is required to provide a
22 substantive response and her objections should be overruled. She is only required to provide
23 "all" of the facts that she knows and her task is very possible. She does not provide any facts
24 supporting the application of the attorney-client privilege or the attorney work-product doctrine.
25 The interrogatory is not premature and M. Reddy is required to provide whatever information is
26 currently available to her.
27

28 MOTION TO COMPEL FURTHER RESPONSES - 7

1 Interrogatory Numbers 18-19: These Interrogatories asks M. Reddy to describe any work
2 or services that she performed for David Weinstein prior to May 1, 2018. She responded to these
3 Interrogatories as follows: Defendant objects to this interrogatory on the ground that it is
4 overbroad and unduly burdensome as it requests any work prior to 2018. Defendant further
5 objects to this interrogatory on the ground that it is not reasonably calculated to lead to the
6 discovery of admissible evidence. Defendant further objects to this interrogatory on the ground
7 that it is vague and ambiguous what “work/services” means. As written, Defendant cannot
8 adequately respond to this interrogatory.
9

10 M. Reddy’s objections are meritless and should be overruled. Her objection that the
11 Interrogatory is overbroad and unduly burdensome should be rejected because she fails to
12 provide any supporting evidence and he does not establish the nature or scope of the alleged
13 burden. (*See Vanguard Piping Sys. V. Eighth Judicial Dist. Court*, 129 Nev. 602, 608 n.3
14 [Nevada Supreme Court declined to address argument that discovery request was unduly
15 burdensome “because Vanguard did not present any evidence to the district court, or to this
16 court, demonstrating how disclosure of these policies would be burdensome”].) Her objection
17 that the Interrogatory is irrelevant is simply wrong. M. Reddy has been sued as a co-conspirator
18 and the nature of her work for David Weinstein will help prove or disprove the allegations being
19 asserted against her. Finally, her objection that she does not know what the words “work” or
20 “services” mean is absurd.
21

22 Interrogatory Number 20: This Interrogatory asks M. Reddy to describe V. Reddy’s
23 business relationship with David Weinstein. She responded as follows: Defendant objects to
24 this interrogatory on the ground that it is vague and ambiguous what “business relationship”
25 means. As written, Defendant cannot adequately respond to this interrogatory.
26

27 M. Reddy’s objection is improper, and her statement that she does not understand the
28 phrase “business relationship” is not credible. Generally speaking, people either have personal

1 relationships with others or business relationships, and M. Reddy is simply being asked to
2 describe her business relationships with David Weinstein. For the reasons stated above, Reddy is
3 required to provide a substantive response.
4

5 Interrogatory Number 21: This Interrogatory asks M. Reddy to identify the payments that she
6 received from David Weinstein after January 1, 2008. She responded as follows: Responding to
7 this interrogatory would require me to review all payments over a ten year period, which is
8 extremely burdensome, and most of the payments requested are not within 2018, which is the
9 only time period relevant to this lawsuit.
10

11 M. Reddy's objections are meritless and she is required to provide the information that is
12 reasonably available to her, even if she is required to do some research. Responding to discovery
13 is always burdensome to some extent, but the objection is only appropriate when responding
14 becomes *unduly* burdensome, and as noted above, M. Reddy has not made any effort to establish
15 the burden she will face responding to this Interrogatory. Further, 2018 is not the only time
16 period relevant to this suit. To the contrary, Plaintiff has already provided Defendants with
17 evidence that their scheme began as much as 10 years ago and this entire time period is relevant.
18

19 **9. DEFENDANT REDDY'S RESPONSES TO REQUESTS FOR PRODUCTION.**

20 As a preliminary issue, Reddy's responses to several of Plaintiff's Requests for
21 Production state that she cannot adequately respond to the Request "as written." While Plaintiff
22 would have been willing to work with Reddy to revise some or all of the disputed Requests, it
23 was not able to do so because Reddy's counsel refused to discuss these discovery issues with
24 Plaintiff's counsel.
25

26 Request Number 5: This Request requires M. Reddy to produce documents concerning her
27 transfer of \$325,000 to defendants M. Thalmarla and Max Global. She responded as follows:
28

1 This was a private transaction back in 2017, which is before the 2018 events which are subject to
2 the lawsuit.

3 M. Reddy cannot limit her responses to discovery based on her legal theories or view of
4 the case. Plaintiff contends that M. Reddy and the other defendants engaged in a conspiracy that
5 dates back to at least 2009 and her conduct in 2017 is clearly relevant to the allegations asserted
6 by Plaintiff against her and the other defendants. Plaintiff also contends that M. Reddy assisted
7 defendant V. Reddy in concealing the proceeds of their fraudulent conduct, and a \$325,000 loan
8 that took place shortly before V. Reddy filed for bankruptcy is suspicious to say the least.

9 Document concerning the loan are relevant and M. Reddy should be ordered to produce
10 responsive documents.
11

12
13 Request Numbers 9 and 10: This Request requires M. Reddy to produce documents concerning
14 the business she conducted with or performed for David Weinstein (or businesses owned by
15 David Weinstein) from January 1, 2008 to May 1, 2018. She provided the following response to
16 both Requests: Defendant objects to this request on the ground that it is overbroad and unduly
17 burdensome as it requests the production of “[a]ll documents,” which is an impossible standard
18 to satisfy. Defendant further objects to this request on the ground that it is overbroad and unduly
19 burdensome in that it requests the production of “[a]ll documents” over a ten-year period of time.
20 Defendant further objects to this request on the ground that it is not reasonably calculated to lead
21 to the discovery of admissible evidence. To the extent that this request would include the
22 production of proprietary and/or trade secrets, Defendant further objects to this request.

23 Notwithstanding Defendant’s objections, Defendant responds as follows: As written, and
24 without being severely narrowed in scope, Defendant cannot adequately respond to this request.

25 M. Reddy’s objections are meritless for the reasons discussed above and in the preceding
26 sections and she is required to produce responsive documents. Any alleged trade secrets can be
27 protected through a protective order, though V. Reddy’s sworn testimony during his bankruptcy
28

MOTION TO COMPEL FURTHER RESPONSES - 10

1 proceedings confirmed that he was not aware of any trade secrets. Moreover, the requested
2 documents are undoubtedly relevant as they will prove or disprove Plaintiff's allegation that M.
3 Reddy participated in a years-long conspiracy with the other defendants. The work that M.
4 Reddy performed for defendant David Weinstein is directly relevant to the allegations being
5 asserted against her.
6

7
8 Request Number 14: This Request requires M. Reddy to produce documents concerning
9 her business dealings with Medasset Corporation between January 1, 2008 and December 31,
10 2018. She responded as follows: Defendant objects to this request on the ground that it is
11 overbroad and unduly burdensome as it requests the production of "[a]ll documents," which is an
12 impossible standard to satisfy. Defendant further objects to this request on the ground that it is
13 overbroad and unduly burdensome in that it requests the production of "[a]ll documents" over a
14 ten-year period of time. Defendant further objects to this request on the ground that it is not
15 reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding
16 Defendant's objections, Defendant responds as follows: As written, and without being severely
17 narrowed in scope, Defendant cannot adequately respond to this request.

18 M. Reddy's objections are meritless for the reasons discussed above and in the preceding
19 sections and she is required to produce responsive documents. The requested documents are
20 undoubtedly relevant as they will prove or disprove Plaintiff's allegation that M. Reddy
21 participated in a years-long conspiracy with the other defendants. The work that M. Reddy
22 performed for defendant Medasset is directly relevant to the allegations being asserted against
23 her.
24

25 Request Numbers 15 and 16: These Requests require M. Reddy to produce documents
26 concerning the compensation she received from Medasset Corporation and David Weinstein
27 between January 1, 2008 and December 31, 2018. She responded to both Requests as follows:
28

MOTION TO COMPEL FURTHER RESPONSES - 11

1 Defendant objects to this request on the ground that it is overbroad and unduly burdensome as it
2 requests the production of “[a]ll documents,” which is an impossible standard to satisfy.

3 Defendant further objects to this request on the ground that it is overbroad and unduly
4 burdensome in that it requests the production of “[a]ll documents” over a ten-year period of time.

5 Defendant further objects to this request on the ground that it is not reasonably calculated to lead
6 to the discovery of admissible evidence. Notwithstanding Defendant’s objections, Defendant
7 responds as follows: As written, and without being severely narrowed in scope, Defendant
8 cannot adequately respond to this request.
9

10 M. Reddy’s objections are meritless for the reasons discussed above and in the preceding
11 sections and she is required to produce responsive documents. The requested documents are
12 undoubtedly relevant as they will prove or disprove Plaintiff’s allegation that M. Reddy
13 participated in a years-long conspiracy with the other defendants. The work that M. Reddy
14 performed for defendant Medasset is directly relevant to the allegations being asserted against
15 her.

16 **10. PLAINTIFF IS ENTITLED TO AN AWARD OF EXPENSES INCURRED IN**
17 **PREPARING THIS MOTION TO COMPEL.**

18 Rule 37(a)(5) requires the Court to award Plaintiff the expenses it incurred in bringing
19 this Motion, including its attorneys’ fees, unless it finds that (1) Plaintiff filed the Motion before
20 attempting in good faith to obtain the documents without court action; (2) Defendant’s responses
21 and objections are substantially justified or (3) other circumstances make the award of expenses
22 unjust. Under these rules, Plaintiff is entitled to recover its expenses. First, Plaintiff clearly
23 attempted to resolve the dispute without court action as it met with Reddy’s counsel and sent
24 three emails to counsel asking for counsel’s availability to discuss the issues raised in this
25 Motion. Plaintiff also provided Reddy with the same arguments and legal analysis that is
26 contained in this Motion. Second, Defendants’ counsel’s failure to respond to Plaintiff’s emails
27 cannot be justified. Plaintiff did not merely demand that Reddy provide supplemental responses
28

1 and it did not attempt to unilaterally schedule a meeting. To the contrary, Plaintiff expressly
2 asked defense counsel to provide his availability to speak. Third, Reddy will not be able to offer
3 any circumstances that make the award of expenses unjust. Defendants' counsel is solely to
4 blame for this Motion and Plaintiff should be awarded the \$363.50 it incurred in filing this
5 motion plus the expenses it will incur in drafting a reply brief and attending the hearing at
6 \$180.00 per hour.
7

8 Dated this 6th day of April, 2020.

9 /s/ Jay Freedman

10 Jay Freedman
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12 11700 W. Charleston Blvd. Ste. 170-357
13 Las Vegas, NV 89135
14 702-342-5425
15 Attorney for Plaintiff
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DECLARATION OF JAY FREEDMAN

I, Jay Freedman, declare as follows:

1. I am an attorney licensed to practice in the state of Nevada and counsel of record for plaintiff Medappeal, LLC in this matter. If called as a witness, I would and could competently testify to the matters contained below as they are based on my own personal knowledge.

2. I submit this Declaration in support of Medappeal's Motion to Compel Further Responses from defendant Margaret Reddy.

3. I personally served interrogatories and requests for production of documents on defendant Vijay Reddy through the Court's electronic filing and service system.

4. I served a set of interrogatories and a set of requests for production of documents to Vijay Reddy on January 6, 2020. Allowing 30 days to respond to this discovery, plus time for electronic service, responses to this discovery were due on February 8. As February 8 was a Saturday, the deadline to respond was extended until February 10.

5. I served a set of amended interrogatories to Vijay Reddy on January 8. Allowing 30 days to respond to this discovery, plus time for electronic service, responses to this discovery were due on February 9. As February 9 was a Sunday, the deadline to respond was extended until February 10.

6. I served a set of interrogatories and a set of requests for production of documents to Margaret Reddy on January 6, 2020. Allowing 30 days to respond to this discovery, plus time for electronic service, responses to this discovery were due on February 10.

7. True and correct copies of all of the above mentioned discovery, with the electronic service stamps, are collectively attached hereto as Exhibit A.

8. I did not receive any responses to any of the discovery on February 10.

MOTION TO COMPEL FURTHER RESPONSES - 14

1 9. I sent an email to Defendants' counsel at approximately 7:50 a.m. on February 11,
2 notifying counsel that I had not received any of the discovery responses and asking that the
3 responses be provided, without objection, no later than February 13. I did not receive a response
4 to this email.
5

6 10. I received discovery responses from Vijay Reddy and Margaret Reddy at approximately
7 3:30 p.m. on February 11. The responses included objections to several of the interrogatories
8 and requests for production.
9

10 11. The responses that I received on February 11 did not include Vijay Reddy's responses to
11 Medapal's interrogatories. Though one of the documents was labeled as being the
12 interrogatory responses, the document was in fact a second copy of Vijay Reddy's responses to
13 Medapal's request for production. I sent an email to Defendants' counsel on February 12
14 notifying them of the mistake and asking for the proper document without objections.
15

16 12. Defendants' counsel responded to my email and stated that (1) they had requested an
17 extension to respond to the discovery until February 11, (2) I did not object to the request and (3)
18 they will not provide responses without objections.

19 13. I did not receive any requests from Defendants' counsel for an extension. After I
20 received the email referenced in paragraph 12, I reviewed my own email and conducted specific
21 searches for Amber Smith, Leah Martin and Kevin Hejmanowski. I found emails from Ms.
22 Smith, but the most recent was from January 7 and did not request an extension to respond to
23 discovery. I did not find any emails from Ms. Martin or Mr. Hejmanowski. I also performed a
24 general search for emails that included "Medapal" or "Reddy" in the subject line, and I did not
25 find any from Defendants' counsel that requested a discovery extension.
26
27
28

1 14. I also checked my facsimile software and my voicemail software to see if I missed a fax
2 or a voicemail. I did not find any fax messages or voicemails that requested a discovery
3 extension.

4
5 15. I responded to Mr. Hejmanowski's email after I conducted my research. I
6 informed him that I did not have any record that his office requested an extension and I asked
7 him to tell me when and how the extension was requested. He then informed me that his request
8 "was inadvertently sent to the wrong email address."

9
10 16. Attached hereto as Exhibit B are true and correct copies of Margaret Reddy's
11 responses to Medappeal's Interrogatories and Requests for Production.

12 17. I met with Mr. Hejmanowski on February 20 when I reviewed the documents the
13 Reddy Defendants made available for inspection. I informed Mr. Hejmanowski that I had
14 concerns with some of the discovery responses provided by his clients and asked him how he
15 would like to address the issues. He asked me to first send him a letter discussing my concerns
16 and then we would follow up over the phone.

17
18 18. Consistent with Mr. Hejmanowski's request, I emailed him a letter detailing my
19 concerns on March 5 and I asked him to call me after he had reviewed the letter so that we could
20 discuss my concerns. Mr. Hejmanowski did not respond to my letter and he did not call me.

21 19. A true and correct copy of my March 5 letter is attached hereto as Exhibit C.

22
23 20. I sent a second email to Mr. Hejmanowski on March 19, asking him to let me
24 know when he was available to discuss the issues that I raised in my March 5 letter. He did not
25 respond to my email.

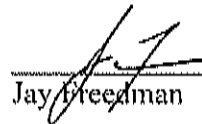
26 21. I sent a third email to Mr. Hejmanowski on March 30. I informed him that as I
27 had not received a response to either of my prior emails, I assumed that he did not want to

28 MOTION TO COMPEL FURTHER RESPONSES - 16

1 discuss the discovery issues and that I would be forced to file motions to compel. I did not
2 receive a response to this email, and Mr. Hejmanowski did not contact me, before I filed this
3 Motion to Compel on April 6.
4

5 22. I spent 2 hours drafting this Motion. I am charging Plaintiff \$180 per hour.
6

7 I declare under the penalty of perjury of the laws of the state of Nevada that the above is
8 true and correct. Executed on April 6, 2020.
9

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12 Jay Freedman
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Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

MEDAPPEAL, LLC, An Illinois Limited
Liability Company,

Plaintiff,

vs.

DAVID WEINSTEIN, VIJAY REDDY,
MARGARET REDDY, MOHAN
THALMARLA, KEVIN BROWN, MAX
GLOBAL, INC., VISIONARY BUSINESS
BROKERS LLC, MEDASSET
CORPORATION, and DOES 1-50

Defendants

Case No.: A-19-792836-C

Dept: 14

INTERROGATORIES TO DEFENDANT
MARGARET REDDY-SET ONE

Pursuant to Rule 33 of the Nevada Rules of Civil Procedure, defendant Margaret Reddy is required to respond to each of the following Interrogatories, under oath, within 30 days of service.

INTERROGATORY NUMBER 1:

Identify by plaintiff's name, state of filing, name of court and case number all lawsuits that have been filed against YOU since January 1, 2008. (For the purposes of this Interrogatory, the term YOU includes Margaret Reddy and any entity that she owned, controlled or managed.)

INTERROGATORIES TO MARGARET REDDY, SET ONE - I

1 **INTERROGATORY NUMBER 2:**

2 Identify by name, address and phone number all persons or entities by whom you were
3 employed between January 1, 2008 and May 1, 2018.

4 **INTERROGATORY NUMBER 3:**

5 Identify by name, address and phone number all persons or entities for whom you worked
6 as an independent contractor between January 1, 2008 and May 1, 2018.

7 **INTERROGATORY NUMBER 4:**

8 Identify by name, address and phone number all persons or entities that provided you
9 money or other compensation for services rendered to those persons or entities between January
10 1, 2008 and May 1, 2018.

11 **INTERROGATORY NUMBER 5:**

12 State all facts upon which you based your belief that Medasset Corporation was capable
13 of honoring its contract with Liberty Consulting & Management Services, LLC at the time the
14 contract was executed in May of 2018.

15 **INTERROGATORY NUMBER 6:**

16 Describe your business relationship with defendant David Weinstein.

17 **INTERROGATORY NUMBER 7:**

18 Describe your business relationship with defendant Kevin Brown.

19 **INTERROGATORY NUMBER 8:**

20 Describe your business relationship with Tannenbaum & Milask.

21 **INTERROGATORY NUMBER 9:**

22 Describe your business relationship with defendant Visionary Business Brokers.

23 **INTERROGATORY NUMBER 10:**

24 Describe the circumstances surrounding the transfer of \$325,000 from you to defendants
25 Mohan Thamarla and Max Global.
26

1 **INTERROGATORY NUMBER 11:**

2 Describe the circumstances surrounding the transfer of \$330,000 from defendant Mohan
3 Thalmarla to defendant Vijay Reddy.

4 **INTERROGATORY NUMBER 12:**

5 State all facts that support your denial of the allegation contained in paragraph 16 of
6 Plaintiff's First Amended Complaint that "Brown sold the business opportunities on behalf of . .
7 defendant V. Reddy."

8 **INTERROGATORY NUMBER 13:**

9 State all facts that support your denial of the allegation contained in paragraph 46 of
10 Plaintiff's First Amended Complaint that "the allegations contained in the *Holmes* matter are
11 remarkably similar to the allegations asserted against Defendants in this action. The plaintiff
12 alleged that V. Reddy 'represented to Plaintiff that he would sell Plaintiff bundles of medical
13 billing contracts.' (Ex. 3, ¶ 7.) The plaintiff further alleged that after several months, his
14 purchase had not generated any revenues. (Ex. 3, ¶ 13.)"

15 **INTERROGATORY NUMBER 14:**

16 State all facts that support your denial of the allegation contained in paragraph 47 of
17 Plaintiff's First Amended Complaint that "[a]ccording to the complaint, V. Reddy made
18 representations as to the number of client accounts and revenue the plaintiff would receive. The
19 plaintiff also alleged V. Reddy made multiple serious misrepresentations and omissions to
20 induce the sale. As a result of this lawsuit, V. Reddy was ordered to pay the *Holmes* plaintiff an
21 amount equal to or greater than \$200,000."

22 **INTERROGATORY NUMBER 15:**

23 State all facts that support your denial of the allegation contained in paragraph 53 of
24 Plaintiff's First Amended Complaint that "[s]ince 2016, V. Reddy sold or was involved in the
25 sale of the same or similar business packages to: Camile Batiste, Nadeem Fatmi, Steven Sami,
26 Gerson Benoit and Desiree Cortes, Paul Volen, Michael Bradley, Craig Sylverston, and Kalpana
27

28 INTERROGATORIES TO MARGARET REDDY, SET ONE - 3

1 Dugar. V. Reddy never successfully fulfilled any of the contracts as agreed to with these
2 individuals.”

3 **INTERROGATORY NUMBER 16:**

4 State all facts that support your denial of the allegations contained in paragraph 54 of
5 Plaintiff’s First Amended Complaint that “[a]ll of the above listed individuals complained to V.
6 Reddy about his inability to perform, their financial loss due to his misrepresentations, and some
7 threatened to take legal action.”

8 **INTERROGATORY NUMBER 17:**

9 State all facts that support your denial of the allegations contained in paragraph 55 of
10 Plaintiff’s First Amended Complaint that “at no point did V. Reddy disclose to Plaintiff the
11 vested interest and financial relationship he and his wife, Margaret Reddy, had with Weinstein.
12 At all times, V. Reddy passed himself off as a business reference and longtime satisfied
13 customer.”

14 **INTERROGATORY NUMBER 18:**

15 Describe any work that you performed for David Weinstein prior to May 1, 2018.

16 **INTERROGATORY NUMBER 19:**

17 Describe any services that you performed for David Weinstein prior to May 1, 2018.

18 **INTERROGATORY NUMBER 20:**

19 Describe defendant Vijay Reddy’s business relationship with David Weinstein.

20 **INTERROGATORY NUMBER 21:**

21 Identify by date and dollar amount all payments you received from David Weinstein
22 between January 1, 2008 and the present.

23 **INTERROGATORY NUMBER 22:**

24 Describe any work that you performed for Kevin Brown prior to May 1, 2018.

25 **INTERROGATORY NUMBER 23:**

26 Describe any services that you performed for Kevin Brown prior to May 1, 2018.

27
28 INTERROGATORIES TO MARGARET REDDY, SET ONE - 4

1 Dated this 8th day of January, 2020.

2 /s/ Jay Freedman

3 Jay Freedman
4 Nevada Bar No. 12214
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6 Las Vegas, NV 89135
7 702-342-5425
8 Attorney for Plaintiff
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INTERROGATORIES TO MARGARET REDDY, SET ONE - 5



Jay Freedman
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Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

MEDAPPEAL, LLC, An Illinois Limited
Liability Company,

Plaintiff,

vs.

DAVID WEINSTEIN, VIJAY REDDY,
MARGARET REDDY, MOHAN
THALMARLA, KEVIN BROWN, MAX
GLOBAL, INC., VISIONARY BUSINESS
BROKERS LLC, MEDASSET
CORPORATION, and DOES 1-50

Defendants

Case No.: A-19-792836-C

Dept: 14

REQUEST FOR PRODUCTION OF
DOCUMENTS TO MARGARET REDDY-
SET ONE

Pursuant to Rule 34 of the Nevada Rules of Civil Procedure, defendant Margaret Reddy is required to respond under oath to the following requests for production of documents and things within thirty days of the service hereof. Plaintiff Medappeal, LLC further requests that the requested documents be produced electronically or by mail on February 7, 2020.

Pursuant to Rule 34(b)(2), Responding Party must either state that the inspection and related activities will be permitted as requested or state the ground for objecting to the request, with specificity, including the reasons. If Responding Party elects to permit inspection of the

REQUEST FOR PRODUCTION OF DOCUMENTS TO MARGARET REDDY, SET ONE - 1

1 documents rather than producing the documents, it must indicate in its response where it would
2 like the inspection to take place.

3 **REQUEST FOR PRODUCTION NO. 1:**

4 All civil complaints that have been filed against you since January 1, 2008.

5 **REQUEST FOR PRODUCTION NO. 2:**

6 All civil judgments that have been entered against you since January 1, 2008.

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

8 All agreements resolving civil litigation that you have entered into since January 1, 2008.

9 **REQUEST FOR PRODUCTION NO. 4:**

10 All documents that concern, refer or relate to the transfer of \$330,000 from defendant
11 Mohan Thalmarla to defendant Vijay Reddy.

12 **REQUEST FOR PRODUCTION NO. 5:**

13 All documents that concern, refer or relate to the transfer of \$325,000 from you to
14 defendants Mohan Thalmarla and Max Global.

15 **REQUEST FOR PRODUCTION NO. 6:**

16 All documents that concern, refer or relate to the sale of the business referenced in
17 paragraph 38 of your Answer to Plaintiff's First Amended Complaint.

18 **REQUEST FOR PRODUCTION NO. 8:**

19 All documents that concern, refer or relate to complaints you received from any clients or
20 customers prior to May 1, 2018.

21 **REQUEST FOR PRODUCTION NO. 9:**

22 All documents that concern, refer or relate to business you conducted with or performed
23 for defendant David Weinstein from January 1, 2008 to May 1, 2018.

1 **REQUEST FOR PRODUCTION NO. 10:**

2 All documents that concern, refer or relate to business you conducted with or performed
3 for businesses owned, controlled or managed by defendant David Weinstein from January 1,
4 2008 to May 1, 2018.

5 **REQUEST FOR PRODUCTION NO. 11:**

6 All documents that concern, refer or relate to business you conducted with or performed
7 for defendant Kevin Brown from January 1, 2008 to May 1, 2018.

8 **REQUEST FOR PRODUCTION NO. 12:**

9 All documents that concern, refer or relate to business you conducted with or performed
10 for businesses owned, controlled or managed by defendant Kevin Brown from January 1, 2008 to
11 May 1, 2018.

12 **REQUEST FOR PRODUCTION NO. 13:**

13 All documents that concern, refer or relate to YOUR business dealings with Camile
14 Batiste. (For the purposes of this Request, the term YOUR includes Vijay Reddy and anyone
15 else acting on his behalf.)

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

17 All documents that concern, refer or relate to your business dealings with Medasset
18 Corporation between January 1, 2008 and December 31, 2018.

19 **REQUEST FOR PRODUCTION NO. 15:**

20 All documents that concern, refer or relate to compensation you received from Medasset
21 Corporation between January 1, 2008 and December 31, 2018.

22 **REQUEST FOR PRODUCTION NO. 16:**

23 All documents that concern, refer or relate to compensation you received from David
24 Weinstein between January 1, 2008 and December 31, 2018.

1 **REQUEST FOR PRODUCTION NO. 17:**

2 All documents that concern, refer or relate to your business dealings with Visionary
3 Business Brokers between January 1, 2008 and December 31, 2018.

4 **REQUEST FOR PRODUCTION NO. 18:**

5 All documents that concern, refer or relate to compensation you received from Visionary
6 Business Brokers between January 1, 2008 and December 31, 2018.

7 **REQUEST FOR PRODUCTION NO. 19:**

8 All documents that concern, refer or relate to compensation you received from Kevin
9 Brown between January 1, 2008 and December 31, 2018.
10

11
12
13 Dated this 8th day of January, 2020.

14 /s/ Jay Freedman

15 Jay Freedman
16 Nevada Bar No. 12214
17 11700 W. Charleston Blvd. Ste. 170-357
18 Las Vegas, NV 89135
19 702-342-5425
20 Attorney for Plaintiff
21
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CERTIFICATE OF SERVICE

I, Jay Freedman, declare under penalty of perjury under the law of the State of Nevada that the following is true and correct. I served the attached **INTERROGATORIES TO MARGARET REDDY AND REQUEST FOR PRODUCTION TO MARGARET REDDY**, in the following manner:

Through the Court's electronic service system on January 8, 2020.

Dated this 8th day of January, 2020

/s/ Jay Freedman
Jay Freedman

1 Leah Martin, Esq.
2 Nevada Bar No. 7982
3 Kevin Hejmanowski, Esq.
4 Nevada Bar No. 10612
5 LEAH MARTIN LAW
6 3100 W Sahara Ave. #202
7 Las Vegas, Nevada 89102
8 Telephone: (702) 420-2733
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10 lmartin@leahmartinlv.com
11 khejmanowski@leahmartinlv.com
12 Attorneys for Defendants

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 MEDAPPEAL, LLC, An Illinois Limited Liability Company,
16 Plaintiff,
17 vs. Case No. A-19-792836-C
18 Dept. No.: XIV

19 DAVID WEINSTIEN, VIJAY REDDY,
20 MARGARET REDDY, MOHAN
21 THALAMAREA, KEVIN BROWN, MAX
22 GLOBAL, INC., VISIONARY BUSINESS
23 BROKERS LLC, MEDASSET
24 CORPORATION, AND DOES 1-50

25 Defendants;

26 **DEFENDANT MARGARET REDDY'S RESPONSES TO PLAINTIFF'S FIRST SET**
27 **OF INTERROGATORIES**

28 Defendant Margaret Reddy ("Defendant"), by and through her attorney of record,
Leah Martin Law, hereby responds to Plaintiff Medappeal, LLC's ("Plaintiff") First Set of
Interrogatories.

These responses and objections are not intended to be, and should not be interpreted
as, a waiver of any objection to the admissibility of any such information on the grounds of
privilege, work-product doctrine, hearsay, relevance or any other objection. Information
considered privileged or covered by the work-product doctrine will not be disseminated.

1 The inadvertent release of any information protected by any privilege or by the work-
2 product doctrine should not be construed as a waiver of that privilege or the work-product
3 doctrine.

4 **ANSWERS TO INTERROGATORIES**

5 **INTERROGATORY NO. 1:**

6 Identify by plaintiff's name, state of filing, name of court and case number all
7 lawsuits that have been filed against YOU since January 1, 2008. (For the purposes of this
8 Interrogatory, the term YOU includes Margaret Reddy and any entity that she owned,
9 controlled or managed.)

10 **RESPONSE TO INTERROGATORY NO. 1:**

11 None.

12 **INTERROGATORY NO. 2:**

13 Identify by name, address and phone number all persons or entities for whom you
14 were employed between January 1, 2008 and May 1, 2018.

15 **RESPONSE TO INTERROGATORY NO. 2:**

16 I do not have the addresses and phone numbers for my previous employers. I have
17 worked for Optum (a division of United Health Group) and Bank of America. I currently
18 work for a pension planning company. I object to providing my current employer's name
19 and contact information as I do not want Plaintiff to spread rumors to my current employer,
20 or jeopardize my employment. It has come to my attention that Plaintiff has already
21 attempted to interfere with Mr. Weinstein's businesses. I have worked for David Weinstein's
22 company.

23 **INTERROGATORY NO. 3:**

24 Identify by name, address and phone number all persons or entities to whom you
25 worked as an independent contractor between January 1, 2008 and May 1, 2018.

26 **RESPONSE TO INTERROGATORY NO. 3:**

27 I have worked for David Weinstein's company.
28

1 **INTERROGATORY NO. 4:**

2 Identify by name, address and phone number all persons or entities that provided you
3 money or other compensation for services rendered to those persons or entities between
4 January 1, 2008 and May 1, 2018.

5 **RESPONSE TO INTERROGATORY NO. 4:**

6 Please see Defendant's Response to Interrogatory No. 2.

7 **INTERROGATORY NO. 5:**

8 State all facts upon which you based your belief that Medasset Corporation was
9 capable of honoring its contract with Liberty Consulting & Management Services, LLC at the
10 time the contract was executed in May of 2018.

11 **RESPONSE TO INTERROGATORY NO. 5:**

12 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
13 burdensome as it asks for "all facts," which is an impossible standard to satisfy. To the
14 extent that this interrogatory would invade upon the attorney-client privilege and/or work
15 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
16 premature as discovery is ongoing.

17 **INTERROGATORY NO. 6:**

18 Describe your business relationship with defendant David Weinstein.

19 **RESPONSE TO INTERROGATORY NO. 6:**

20 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
21 what "business relationship" means. Notwithstanding Defendant's objection, Defendant
22 responds as follows: I was an independent contractor for David's company.

23 **INTERROGATORY NO. 7:**

24 Describe your business relationship with defendant Kevin Brown.

25 **RESPONSE TO INTERROGATORY NO. 7:**

26 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
27 what "business relationship" means. Notwithstanding Defendant's objection, Defendant
28 responds as follows: None.

1 **INTERROGATORY NO. 8:**

2 Describe your business relationship with Tannenbaum & Milask.

3 **RESPONSE TO INTERROGATORY NO. 8:**

4 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
5 what "business relationship" means. Notwithstanding Defendant's objection, Defendant
6 responds as follows: I was an independent contractor for the company.

7 **INTERROGATORY NO. 9:**

8 Describe your business relationship with defendant Visionary Business Brokers.

9 **RESPONSE TO INTERROGATORY NO. 9:**

10 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
11 what "business relationship" means. Notwithstanding Defendant's objection, Defendant
12 responds as follows: None.

13 **INTERROGATORY NO. 10:**

14 Describe the circumstances surrounding the transfer of \$325,000 from you to
15 defendants Mohan Thalmarla and Max Global.

16 **RESPONSE TO INTERROGATORY NO. 10:**

17 Defendant objects to this interrogatory on the ground that it is not reasonably
18 calculated to lead to the discovery of admissible evidence. Notwithstanding Defendant's
19 objection, Defendant responds as follows: The transfer of \$325,000 from me to Mohan
20 Thalmarla and Max Global was a private transaction in 2017, before the events which are the
21 subject of this lawsuit, and that transaction has nothing to do with this lawsuit.

22 **INTERROGATORY NO. 11:**

23 Describe the circumstances surrounding the transfer of \$330,000 from defendant
24 Mohan Thalmarla to defendant Vijay Reddy.

25 **RESPONSE TO INTERROGATORY NO. 11:**

26 The transfer was made to me, not Vijay Reddy. It was a loan so I could purchase my
27 current home.

1 **INTERROGATORY NO. 12:**

2 State all facts that support your denial of the allegation contained in paragraph 16 of
3 Plaintiff's First Amended Complaint that "Brown sold the business opportunities on behalf of
4 ... defendant V. Reddy."

5 **RESPONSE TO INTERROGATORY NO. 12:**

6 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
7 burdensome in that it asks for "all facts," which is an impossible standard to satisfy. To the
8 extent that this interrogatory would invade upon the attorney-client privilege and/or work
9 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
10 premature as discovery is ongoing.

11 **INTERROGATORY NUMBER 13:**

12 State all facts that support your denial of the allegation contained in paragraph 46 of
13 Plaintiff's First Amended Complaint that "the allegations contained in the Holmes matter are
14 remarkably similar to the allegations asserted against Defendants in this action. The plaintiff
15 alleged that V. Reddy 'represented to Plaintiff that he would sell Plaintiff bundles of medical
16 billing contracts.' (Ex. 3, ¶ 7.) The plaintiff further alleged that after several months, his
17 purchase had not generated any revenues. (Ex. 3, ¶ 13.)"

18 **RESPONSE TO INTERROGATORY NO. 13:**

19 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
20 burdensome in that it asks for "all facts," which is an impossible standard to satisfy. To the
21 extent that this interrogatory would invade upon the attorney-client privilege and/or work
22 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
23 premature as discovery is ongoing.

24 **INTERROGATORY NUMBER 14:**

25 State all facts that support your denial of the allegation contained in paragraph 47 of
26 Plaintiff's First Amended Complaint that "[a]ccording to the complaint, V. Reddy made
27 representations as to the number of client accounts and revenue the plaintiff would receive.
28 The plaintiff also alleged V. Reddy made multiple serious misrepresentations and omissions

1 to induce the sale. As a result of this lawsuit, V. Reddy was ordered to pay the Holmes
2 plaintiff an amount equal to or greater than \$200,000."

3 **RESPONSE TO INTERROGATORY NO. 14:**

4 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
5 burdensome as it asks for "all facts," which is an impossible standard to satisfy. To the
6 extent that this interrogatory would invade upon the attorney-client privilege and/or work
7 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
8 premature as discovery is ongoing

9 **INTERROGATORY NUMBER 15:**

10 State all facts that support your denial of the allegation contained in paragraph 53 of
11 Plaintiff's First Amended Complaint that "[s]ince 2016, V. Reddy sold or was involved in the
12 sale of the same or similar business packages to: Camile Batiste, Nadeem Fatmi, Steven
13 Sami, Gerson Benoit and Desiree Cortes, Paul Volen, Michael Bradley, Craig Sylverston,
14 and Kalpana Dugar. V. Reddy never successfully fulfilled any of the contracts as agreed to
15 with these individuals."

16 **RESPONSE TO INTERROGATORY NO. 15:**

17 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
18 burdensome as it asks for "all facts," which is an impossible standard to satisfy. To the
19 extent that this interrogatory would invade upon the attorney-client privilege and/or work
20 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
21 premature as discovery is ongoing

22 **INTERROGATORY NUMBER 16:**

23 State all facts that support your denial of the allegations contained in paragraph 54 of
24 Plaintiff's First Amended Complaint that "[a]ll of the above listed individuals complained to
25 V. Reddy about his inability to perform, their financial loss due to his misrepresentations,
26 and some threatened to take legal action."

27 ////

1 **RESPONSE TO INTERROGATORY NO. 16:**

2 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
3 burdensome as it asks for "all facts," which is an impossible standard to satisfy. To the
4 extent that this interrogatory would invade upon the attorney-client privilege and/or work
5 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
6 premature as discovery is ongoing

7 **INTERROGATORY NUMBER 17:**

8 State all facts that support your denial of the allegations contained in paragraph 55 of
9 Plaintiff's First Amended Complaint that "at no point did V. Reddy disclose to Plaintiff the
10 vested interest and financial relationship he and his wife, Margaret Reddy, had with
11 Weinstein. At all times, V. Reddy passed himself off as a business reference and longtime
12 satisfied customer."

13 **RESPONSE TO INTERROGATORY NO. 17:**

14 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
15 burdensome as it asks for "all facts," which is an impossible standard to satisfy. To the
16 extent that this interrogatory would invade upon the attorney-client privilege and/or work
17 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
18 premature as discovery is ongoing

19 **INTERROGATORY NUMBER 18:**

20 Describe any work that you performed for David Weinstein prior to May 1, 2018.

21 **RESPONSE TO INTERROGATORY NO. 18:**

22 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
23 burdensome as it requests any work prior to 2018. Defendant further objects to this
24 interrogatory on the ground that it is not reasonably calculated to lead to the discovery of
25 admissible evidence. Defendant further objects to this interrogatory on the ground that it is
26 vague and ambiguous what "work" means. As written, Defendant cannot adequately respond
27 to this interrogatory.
28

1 **INTERROGATORY NUMBER 19:**

2 Describe any services that you performed for David Weinstein prior to May 1, 2018.

3 **RESPONSE TO INTERROGATORY NO. 19:**

4 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
5 burdensome as it requests any services prior to 2018. Defendant further objects to this
6 interrogatory on the ground that it is not reasonably calculated to lead to the discovery of
7 admissible evidence. Defendant further objects to this interrogatory on the ground that it is
8 vague and ambiguous what "services" means. As written, Defendant cannot adequately
9 respond to this interrogatory.

10 **INTERROGATORY NUMBER 20:**

11 Describe defendant Vijay Reddy's business relationship with David Weinstein.

12 **RESPONSE TO INTERROGATORY NO. 20:**

13 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
14 what "business relationship" means. As written, Defendant cannot adequately respond to this
15 interrogatory.

16 **INTERROGATORY NUMBER 21:**

17 Identify by date and dollar amount all payments you received from David Weinstein
18 between January 1, 2008 and the present.

19 **RESPONSE TO INTERROGATORY NO. 21:**

20 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
21 burdensome as it asks for "all payments," which is an impossible standard to satisfy.
22 Defendant further objects to this interrogatory on the ground that it is overbroad and unduly
23 burdensome in that requests all payments over a ten-year period. Defendant further objects
24 to this interrogatory on the ground that it is not reasonably calculated to lead to the discovery
25 of admissible evidence. Notwithstanding Defendant's objections, Defendant responds as
26 follows: Responding to this interrogatory would require me to review all payments over a
27 ten year period, which is extremely burdensome, and most of the payments requested are not
28 within 2018, which is the only time period relevant to this lawsuit.

1 **INTERROGATORY NUMBER 22:**

2 Describe any work that you performed for Kevin Brown prior to May 1, 2018.

3 **RESPONSE TO INTERROGATORY NO. 22:**

4 None.

5 **INTERROGATORY NUMBER 23:**

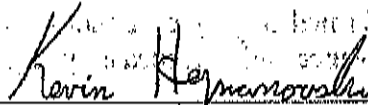
6 Describe any services that you performed for Kevin Brown prior to May 1, 2018.

7 **RESPONSE TO INTERROGATORY NO. 23:**

8 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
9 what "services" means. Notwithstanding Defendant's objection, Defendant responds as
10 follows: None.

11 DATED this 11 day of February, 2020.

12 LEAH MARTIN LAW

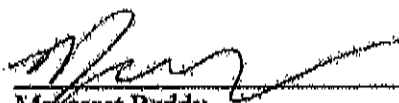
13 
14 Kevin Hejmanowski

15 Leah A. Martin, Esq.
16 Kevin Hejmanowski, Esq.
17 3100 W Sahara Ave. #202
18 Las Vegas, Nevada 89102
19 Attorneys for Defendants

VERIFICATION

MARAGRET REDDY, under penalty of perjury of the laws of the State of Nevada, makes the following declarations: that she has read the foregoing INTERROGATORIES TO DEFENDANT MARGARET REDDY - SET ONE to which this verification is attached and she knows the contents thereof; and that the same are true to the best of her knowledge and belief.

DATED this ____ day of January, 2020.


Margaret Reddy

CERTIFICATE OF SERVICE

I hereby certify that on the 11 day of ~~January~~^{February}, 2020, the foregoing **DEFENDANT**
MARGARET REDDY'S RESPONSES TO PLAINTIFF'S FIRST SET OF
INTERROGATORIES was served via the Odyssey E-File & Serve system, to the
following:

Jay Freedman, Esq.
11700 W. Charleston Blvd. Ste. 170-357
Las Vegas, NV 89135
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Facsimile: (702) 475-6455
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Attorney for Plaintiff

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*Attorney for David Weinstein and
Medasset Corporation*

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702-856-4629
*Attorney for Kevin Brown and Visionary
Business Brokers, LLC*


On behalf of LEAH MARTIN LAW

1 Leah Martin, Esq.
Nevada Bar No. 7982
2 Kevin Hejmanowski, Esq.
Nevada Bar No. 10612
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6 khejmanowski@leahmartinlv.com
Attorneys for Defendants

7
8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 MEDAPPEAL, LLC, An Illinois Limited Liability) Case No.: A-19-792836-C
Company,)
11 Plaintiff,) Dept. No.: XIV
12 vs.)
13 DAVID WEINSTIEN, VIJAY REDDY,)
MARGARET REDDY, MOHAN)
14 THALAMARLA, KEVIN BROWN, MAX)
15 GLOBAL, INC., VISIONARY BUSINESS)
BROKERS LLC, MEDASSET CORPORATION,)
16 AND DOES 1-50,)
17 Defendants;)

18
19 **DEFENDANT MARGARET REDDY'S RESPONSES TO PLAINTIFF'S FIRST**
REQUEST FOR PRODUCTION OF DOCUMENTS

20 Defendant Margaret Reddy ("Defendant."), by and through her attorney of record, Leah
21 Martin Law, hereby responds to Plaintiff's First Request for Production of Documents as
22 follows:

23 **DEFINITIONS**

24 A. "Nondiscoverable/Irrelevant." The request in question concerns a matter that
25 is not relevant to the subject matter and the matters that remain at issue in this litigation and is
26 not reasonably calculated to lead to the discovery of admissible evidence.

27 B. "Unduly burdensome." The request in question seeks discovery which is
28 unduly burdensome or expensive, taking into account the needs of the case, the amount in

1 controversy, the limitations on the parties' resources, and the importance of the issues at stake
2 in the litigation.

3 C. "Vague." The request in question contains a word or phrase which is not
4 adequately defined, or the overall request is confusing, and Plaintiff is unable to reasonably
5 ascertain what information or documents Defendant seeks in the request.

6 D. "Overly broad." The request seeks information beyond the scope of, or beyond
7 the time period relevant to, the subject matter of this litigation and, accordingly, seeks
8 information which is non-discoverable/irrelevant and is unduly burdensome.

9 **GENERAL OBJECTIONS**

10 1. Objects to Plaintiff's requests to the extent that they seek documents that are
11 protected by any absolute or qualified privilege or exemption, including, by not limited to, the
12 attorney-client privilege, the attorney work-product exemption, and the consulting-expert
13 exemption. Specifically, Defendant objects to Plaintiff's requests on the following grounds.

14 a. Defendant objects to Plaintiff's requests to the extent they seek
15 documents that are protected from disclosure by the attorney-client privilege.

16 b. Defendant objects to Plaintiff's requests to the extent they seek
17 documents that are protected from disclosure by the work-product exemption in accordance
18 with Rule 26(b)(1)(3) and (4) of the Federal Rules of Civil Procedure and applicable case law.

19 c. Defendant objects to Plaintiff's requests to the extent they seek
20 documents that are protected from disclosure pursuant to the consultant/expert exemption in
21 accordance with Rule 26(b)(3) and (4) of the Federal Rules of Civil Procedure and applicable
22 case law.

23 d. Defendant objects to Plaintiff's requests to the extent they seek trade
24 secrets, commercially sensitive information, or confidential proprietary data entitled to
25 protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure.

26 2. This response is made on the basis of information and writings available to and
27 located by Defendant upon reasonable investigation of its records. There may be other and
28 further information respecting the requests propounded by Plaintiff of which Defendant,

1 despite its reasonable investigation and inquiry, is presently unaware. Defendant reserves the
2 right to modify or enlarge any response with such pertinent additional information as it may
3 subsequently discover.

4 3. No incidental or implied admissions will be made by the responses to Plaintiff's
5 requests. The fact that Defendant may respond or object to any request or any part thereof
6 shall not be deemed an admission that Defendant accepts or admits the existence of any fact
7 set forth or assumed by such request, or that such response constitutes admissible evidence.
8 The fact that Defendant responds to a part of any request is not to be deemed a waiver by
9 Defendant of its objections, including privilege, to other parts to such request.

10 4. Defendant objects to any instruction to the extent that it would impose upon it
11 greater duties than are set forth under the Federal Rules of Civil Procedure. Defendant will
12 supplement its responses to the requests as required by the Federal Rules of Civil Procedure.

13 5. All responses will be made solely for the purpose of this action. Each response
14 will be subject to all objections as to competence, relevance, materiality, propriety and
15 admissibility, and to any and all other objections on any ground which would require the
16 exclusion from evidence of any statement herein if any such statements were made by a witness
17 present and testifying at trial, all of which objections and grounds are expressly reserved and
18 may be interposed at such hearings.

19 **REQUEST FOR PRODUCTION NO. 1:**

20 All civil complaints that have been filed against you since January 1, 2008.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

22 Defendant objects to this request on the ground that it is overbroad and unduly
23 burdensome in that it requests the production of all civil complaints over a twelve-year period
24 of time. Notwithstanding Defendant's objection, Defendant responds as follows: Apart from
25 the Complaint filed against me in this lawsuit, none.

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1 **REQUEST FOR PRODUCTION NO. 2:**

2 All civil judgments that have been entered against you since January 1, 2008.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

4 Defendant objects to this request on the ground that it is overbroad and unduly
5 burdensome in that it requests the production of all civil judgments over a twelve-year period
6 of time. Notwithstanding Defendant's objection, Defendant responds as follows: None.

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

8 All agreements resolving civil litigation that you have entered into since January 1,
9 2008.

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

11 Defendant objects to this request on the ground that it is overbroad and unduly
12 burdensome in that it requests the production of all agreements over a twelve-year period of
13 time. Notwithstanding Defendant's objection, Defendant responds as follows: None.

14 **REQUEST FOR PRODUCTION NO.4:**

15 All documents that concern, refer or relate to the transfer of \$330,000 from defendant
16 Mohan Thalmarla to defendant Vijay Reddy.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

18 Defendant objects to this request on the ground that it is not reasonably calculated to
19 lead to the discovery of admissible evidence. Notwithstanding Defendant's objection,
20 Defendant responds as follows: None.

21 **REQUEST FOR PRODUCTION NO.5:**

22 All documents that concern, refer or relate to the transfer of \$325,000 from you to
23 defendants Mohan Thalmarla and Max Global.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

25 Defendant objects to this request on the ground that it is not reasonably calculated to
26 lead to the discovery of admissible evidence. Notwithstanding Defendant's objection,
27 Defendant responds as follows: This was a private transaction back in 2017, which is before
28 the 2018 events which are subject to the lawsuit.

1 **REQUEST FOR PRODUCTION NO.6:**

2 All documents that concern, refer or relate to the sale of the business referenced in
3 paragraph 38 of your Answer to Plaintiff's First Amended Complaint.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

5 After a diligent search, Defendant does not have the requested documents in her
6 possession, custody, or control.

7 **REQUEST FOR PRODUCTION NO. 8:**

8 All documents that concern, refer or relate to complaints you received from any clients
9 or customers prior to May 1, 2018.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8 :**

11 Defendant objects to this request on the ground that it is vague and ambiguous as it
12 fails to identify any specific company. Notwithstanding Defendant's objection, Defendant
13 responds as follows: After a diligent search, Defendant does not have the requested documents
14 in her possession, custody, or control.

15 **REQUEST FOR PRODUCTION NO. 9:**

16 All documents that concern, refer or relate to business you conducted with or performed
17 for defendant David Weinstein from January 1, 2008 to May 1, 2018.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9 :**

19 Defendant objects to this request on the ground that it is overbroad and unduly
20 burdensome as it requests the production of "[a]ll documents," which is an impossible standard
21 to satisfy. Defendant further objects to this request on the ground that it is overbroad and
22 unduly burdensome in that it requests the production of "[a]ll documents" over a ten-year
23 period of time. Defendant further objects to this request on the ground that it is not reasonably
24 calculated to lead to the discovery of admissible evidence. To the extent, that this request
25 would include the production of proprietary and/or trade secrets, Defendant further objects to
26 this request. Notwithstanding Defendant's objections, Defendant responds as follows: As
27 written, and without being severely narrowed in scope, Defendant cannot adequately respond
28 to this request.

1 **REQUEST FOR PRODUCTION NO. 10:**

2 All documents that concern, refer or relate to business you conducted with or performed
3 for businesses owned, controlled or managed by defendant David Weinstein from January 1,
4 2008 to May 1, 2018.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 10:**

6 Defendant objects to this request on the ground that it is overbroad and unduly
7 burdensome as it requests the production of "[a]ll documents," which is an impossible standard
8 to satisfy. Defendant further objects to this request on the ground that it is overbroad and
9 unduly burdensome in that it requests the production of "[a]ll documents" over a ten-year
10 period of time. Defendant further objects to this request on the ground that it is not reasonably
11 calculated to lead to the discovery of admissible evidence. To the extent that this request would
12 include the production of proprietary and/or trade secrets, Defendant further objects to this
13 request. Notwithstanding Defendant's objections, Defendant responds as follows: As written,
14 and without being severely narrowed in scope, Defendant cannot adequately respond to this
15 request.

16 **REQUEST FOR PRODUCTION NO. 11:**

17 All documents that concern, refer or relate to business you conducted with or performed
18 for defendant Kevin Brown from January 1, 2008 to May 1, 2018.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 11:**

20 Defendant objects to this request on the ground that it is overbroad and unduly
21 burdensome as it requests the production of "[a]ll documents," which is an impossible standard
22 to satisfy. Defendant further objects to this request on the ground that it is overbroad and
23 unduly burdensome in that it requests the production of "[a]ll documents" over a ten-year
24 period of time. Defendant further objects to this request on the ground that it is not reasonably
25 calculated to lead to the discovery of admissible evidence. To the extent that this request would
26 include the production of proprietary and/or trade secrets, Defendant further objects to this
27 request. Notwithstanding Defendant's objections, Defendant responds as follows: None.

1 **REQUEST FOR PRODUCTION NO. 12:**

2 All documents that concern, refer or relate to business you conducted with or performed
3 for businesses owned, controlled or managed by defendant Kevin Brown from January 1, 2008
4 to May 1, 2018.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 12:**

6 Defendant objects to this request on the ground that it is overbroad and unduly
7 burdensome as it requests the production of "[a]ll documents," which is an impossible standard
8 to satisfy. Defendant further objects to this request on the ground that it is overbroad and
9 unduly burdensome in that it requests the production of "[a]ll documents" over a ten-year
10 period of time. Defendant further objects to this request on the ground that it is not reasonably
11 calculated to lead to the discovery of admissible evidence. To the extent that this request would
12 include the production of proprietary and/or trade secrets, Defendant further objects to this
13 request. Notwithstanding Defendant's objections, Defendant responds as follows: None.

14 **REQUEST FOR PRODUCTION NO. 13:**

15 All documents that concern, refer or relate to YOUR business dealings with Camile
16 Batiste. (For the purposes of this Request, the term YOUR includes Vijay Reddy and anyone
17 else acting on his behalf.)

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

19 None.

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

21 All documents that concern, refer or relate to your business dealings with Medasset
22 Corporation between January 1, 2008 and December 31, 2018.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 14:**

24 Defendant objects to this request on the ground that it is overbroad and unduly
25 burdensome as it requests the production of "[a]ll documents," which is an impossible standard
26 to satisfy. Defendant further objects to this request on the ground that it overbroad and unduly
27 burdensome in that it requests the production of "[a]ll documents" over a ten-year period of
28 time. Defendant further objects to this request on the ground that it is not reasonably calculated

1 to lead to the discovery of admissible evidence. Notwithstanding Defendant's objections,
2 Defendant responds as follows: As written, and without being severely narrowed in scope,
3 Defendant cannot adequately respond to this request.

4 **REQUEST FOR PRODUCTION NO. 15:**

5 All documents that concern, refer or relate to compensation you received from
6 Medasset Corporation between January 1, 2008 and December 31, 2018.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 15:**

8 Defendant objects to this request on the ground that it is overbroad and unduly
9 burdensome as it requests the production of "[a]ll documents," which is an impossible standard
10 to satisfy. Defendant further objects to this request on the ground that it overbroad and unduly
11 burdensome in that it requests the production of "[a]ll documents" over a ten-year period of
12 time. Defendant further objects to this request on the ground that it is not reasonably calculated
13 to lead to the discovery of admissible evidence. Notwithstanding Defendant's objections,
14 Defendant responds as follows: As written, and without being severely narrowed in scope,
15 Defendant cannot adequately respond to this request.

16 **REQUEST FOR PRODUCTION NO. 16:**

17 All documents that concern, refer or relate to compensation you received from David
18 Weinstein between January 1, 2008 and December 31, 2018.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 16:**

20 Defendant objects to this request on the ground that it is overbroad and unduly
21 burdensome as it requests the production of "[a]ll documents," which is an impossible standard
22 to satisfy. Defendant further objects to this request on the ground that it overbroad and unduly
23 burdensome in that it requests the production of "[a]ll documents; over a ten-year period of
24 time. Defendant further objects to this request on the ground that it is not reasonably calculated
25 to lead to the discovery of admissible evidence. Notwithstanding Defendant's objections,
26 Defendant responds as follows: As written, and without being severely narrowed in scope,
27 defendant cannot adequately respond to this request.

1 **REQUEST FOR PRODUCTION NO. 17:**

2 All documents that concern, refer or relate to your business dealings with Visionary
3 Business Brokers between January 1, 2008 and December 31, 2018.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

5 Defendant objects to this request on the ground that it is overbroad and unduly
6 burdensome as it requests the production of "[a]ll documents," which is an impossible standard
7 to satisfy. Defendant further objects to this request on the ground that it overbroad and unduly
8 burdensome in that it requests the production of "[a]ll documents" over a ten-year period of
9 time. Defendant further objects to this request on the ground that it is not reasonably calculated
10 to lead to the discovery of admissible evidence. Notwithstanding Defendant's objections,
11 Defendant responds as follows: None.

12 **REQUEST FOR PRODUCTION NO. 18:**

13 All documents that concern, refer or relate to compensation you received from
14 Visionary Business Brokers between January 1, 2008 and December 31, 2018.

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

16 Defendant objects to this request on the ground that it is overbroad and unduly
17 burdensome as it requests the production of "[a]ll documents," which is an impossible standard
18 to satisfy. Defendant further objects to this request on the ground that it overbroad and unduly
19 burdensome in that it requests the production of documents over a ten-year period of time.
20 Defendant further objects to this request on the ground that it is not reasonably calculated to
21 lead to the discovery of admissible evidence. Notwithstanding Defendant's objections,
22 Defendant responds as follows: None.

23 **REQUEST FOR PRODUCTION NO. 19:**

24 All documents that concern, refer or relate to compensation you received from Kevin
25 Brown between January 1, 2008 and December 31, 2018.

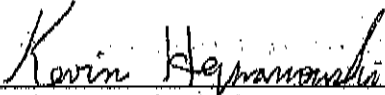
26 ////
27
28

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

2 Defendant objects to this request on the ground that it is overbroad and unduly
3 burdensome as it requests "[a]ll documents," which is an impossible standard to satisfy.
4 Defendant further objects to this request on the ground that it overbroad and unduly
5 burdensome in that it requests the production of "[a]ll documents" over a ten-year period of
6 time. Defendant further objects to this request on the ground that it is not reasonably calculated
7 to lead to the discovery of admissible evidence. Notwithstanding Defendant's objections,
8 Defendant responds as follows: None.

9 DATED this 11 day of February, 2020.

10 LEAH MARTIN LAW

11 
12 Leah A. Martin, Esq.
13 Kevin Hejmanowski, Esq.
14 3100 W. Sahara Ave. #202
15 Las Vegas, Nevada 89102
16 Attorneys for Defendants
17
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28

CERTIFICATE OF SERVICE

I hereby certify that on the 16 day of ~~January~~^{February}, 2020, the foregoing **DEFENDANT**
MARGARET REDDY'S RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS was served via the Odyssey E-File & Serve system, to
the following:

Jay Freedman, Esq.
11700 W. Charleston Blvd. Ste. 170-357
Las Vegas, NV 89135
Telephone: (702) 342-5425
Facsimile: (702) 475-6455
jay@jayfreedmanlaw.com
Attorney for Plaintiff

Dustin Clark
Nevada Bar No. 10548
11700 W. Charleston Blvd., #170-479
Las Vegas, NV 89135
702-540-9070
Attorney for David Weinstein and
Medasset Corporation

Zachary Takos
Nevada Bar No. 11293
1980 Festival Plaza Drive, Suite 300
Las Vegas, NV 89135
702-856-4629
Attorney for Kevin Brown and Visionary
Business Brokers, LLC


On behalf of LEAH MARTIN LAW

11700 W. Charleston Blvd. Ste. 170-357
Las Vegas, NV 89135
702-342-5425
702-475-6455 (fax)



jay@jayfreedmanlaw.com

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The Law Office of Jay Freedman

March 5, 2020

Via Email (khejmanowski@leahmartinlv.com)

Kevin Hejmanowski
Leah Martin Law
3300 W. Sahara Avenue, Suite 202
Las Vegas, NV 89102

Re: *Medappeal v. Weinstein, et al.*

Dear Mr. Hejmanowski:

Please consider this letter as my attempt to meet and confer concerning Vijay Reddy's and Margaret Reddy's responses to Medappeal's Interrogatories and Requests for Production of Documents. I am sending this letter pursuant to the request you made to me when we met at your office when I reviewed your clients' first document production. Please call me after you have reviewed this so we can discuss your clients' discovery responses. I will be forced to file a motion to compel further responses if we cannot resolve these issues.

Initially, as I have already mentioned, Vijay Reddy's and Margaret Reddy's responses were late and they waived their objections. (NRCP Rule 33; *Fifty-Six Hope Rd. Music, Ltd. v. Mayah Collections, Inc.* (D. Nev. June 11, 2007, No. 2:05-cv-01059-KJD-GWF) 2007 U.S. Dist. LEXIS 43012, at *7-10; *Richmark Corp. v. Timber Falling Consultants*, 959 F.2d 1468, 1473 (9th Cir. 1992).) While the Reddys attempted to seek an extension, we know that they did not do so because your office sent the request to the wrong email address. Further, your argument that the mistake constitutes "excusable neglect" does not help the Reddys. Rule 33 allows the Court to excuse a waiver for good cause, but the Reddys have not established good cause for their failure to timely respond. In particular, a party responding to discovery cannot unilaterally grant itself an extension when the propounding party does not respond to the request. To the contrary, my lack of response to the request means that the request was not granted.

Next, I recognize that your clients responded to both sets of discovery served on them and that they provided responses to each of the specific requests contained within the sets of discovery. However, many of the responses are evasive and/or incomplete and do not directly respond to the Interrogatory or Request for Production. As such, these responses are treated as a failure to respond pursuant to Rule 37(a)(4) of the Nevada Rules of Civil Procedure and a motion to compel further responses is appropriate.

A party responding to discovery has an obligation to construe discovery requests in a reasonable manner. (*Cache La Poudre Feeds, LLC v. Land O'Lakes, Inc.*, 244 F.R.D. 614, 618-19 (D. Colo. 2007).) As such, a responding party should exercise reason and common sense to attribute ordinary definitions to terms and phrases used in the discovery requests. (*McCoo v. Denny's Inc.*, 192 F.R.D. 675, 694 (D. Kansas 2000).) Parties are also required to respond to

written discovery to the fullest extent possible. The responses “must be responsive, full, complete and unevasive.” (*Continental Ill. National Bank & Trust Co. v. Caton*, 136 F.R.D. 682, 684 (D. Kan. 1991).) Finally, a party responding to discovery cannot limit its answer to matters within its own knowledge and ignore information reasonably available to it or under its control. (*Exxex Builders Group, Inc. v. Amerisure Insurance Co.*, 230 F.R.D. 682, 685 (M.D. Fla. 2005).) If a party is unable to provide the requested information, it must state under oath that it is unable to respond and set forth the efforts used to obtain the information. (*Hansel v. Shell Oil Corp.*, 169 F.R.D. 303, 305 (E.D. Pa. 1996).)

Your clients object to many discovery requests on the ground that the request “is premature as discovery is ongoing.” This objection is improper and indicates an intent to avoid responding to legitimate discovery requests. As noted above, parties responding to discovery are required to respond “to the fullest extent possible.” This means, among other things, that they are required to answer based on the information available to them when they respond.

Your clients object to many of the discovery requests on the grounds that the requests seek information this is not relevant. This objection is incorrect. Defendants are being sued for fraud and Plaintiff can establish its claim by proving that Defendants knew that their representations were false or that Defendants had an insufficient basis of information for making the representations. Claims asserted against Defendants before their transaction with Plaintiff, information known to Defendants before their transaction with Plaintiff and Defendants’ conduct before their transaction with Plaintiff are all directly relevant to proving that Defendants had an insufficient basis to make the representations they made to Plaintiff.

Your clients object to many of the interrogatories on the grounds that my requests that they “state all facts” is an impossible standard to satisfy. This objection is absurd and is further evidence of your clients’ bad faith concerning their responses. Construing these requests in a reasonable manner, as is required, means that your clients need only provide all of the facts that they know.

With these rules in mind, many of the responses provided by your clients are deficient and they need to provide supplemental responses.

Margaret Reddy’s Responses to Interrogatories

Interrogatory Number 2: This Interrogatory requires M. Reddy to identify her prior employers. To the extent that she does not have addresses and phone numbers for her prior employers, she is required to take reasonable steps to locate the information and if she is not able to find the information, she must state the steps she took to obtain it. Next, M. Reddy cannot refuse to identify her current employer based on her unwarranted belief that Plaintiff will spread rumors, and her speculative concern can be resolved through a protective order. Finally, M. Reddy is required to identify which specific company or companies of David Weinstein’s that she worked.

Interrogatory Number 3: This Interrogatory requires M. Reddy to identify all persons or entities for whom she worked as an independent contractor. Her response states that she has worked for David Weinstein’s company, but this response is incomplete. M. Reddy is required to identify the specific name of the company or companies.

Interrogatory Number 5: This Interrogatory asks M. Reddy to state the facts upon which she based her belief that Medasset Corporation was capable of honoring its contract with Plaintiff. For the reasons stated above, M. Reddy is required to provide a substantive response.

Interrogatory Number 6: This Interrogatory asks M. Reddy to describe business relationship with defendant David Weinstein. Her response is incomplete and she needs to identify the specific company or companies for which she worked.

Interrogatory Number 10: This Interrogatory asks M. Reddy to describe the circumstances surrounding the transfer of \$325,000 from you to defendants Mohan Thamarla and Max Global. She is obligated to respond to this Interrogatory despite her unfounded contention that the Interrogatory is not relevant. M. Reddy has been sued as a co-conspirator and she has been accused of, among other things, of helping her husband conceal the proceeds of their fraudulent conduct. The fact that the loan took place before Defendants' contract with Plaintiff does not obviate M. Reddy's obligation to respond to this Interrogatory.

Interrogatory Numbers 12-17: These Interrogatories require M. Reddy to state the facts that support her denial of various allegations contained in Plaintiff's First Amended Complaint. For the reasons stated above, M. Reddy is required to provide a substantive response to these Interrogatories.

Interrogatory Numbers 18-19: This Interrogatory asks M. Reddy to describe any work or services that she performed for David Weinstein prior to May 1, 2018. Her response states that she is not able to respond because she does not know what the words "work" or "services" means. This response is absurd.

Interrogatory Number 20: This Interrogatory asks M. Reddy to describe V. Reddy's business relationship with David Weinstein. She states that she cannot respond because she does not know what the phrase "business relationship" means. This response is inadequate.

Interrogatory Number 21: This Interrogatory asks M. Reddy to identify the payments that she received from David Weinstein after January 1, 2008. Her objections are meritless and she is required to provide the information that is reasonably available to her, even if she is required to do some research. Further, 2018 is not the only time period relevant to this suit. To the contrary, Plaintiff has already provided Defendants with evidence that their scheme began as much as 10 years ago and this entire time period is relevant.

Margaret Reddy's Response to Request for Documents

Request Number 5: This Request requires M. Reddy to produce documents concerning her transfer of \$325 to defendants M. Thamarla and Max Global. Her objections are meritless and she cannot narrow the scope of relevant evidence to suit the defense she wants to assert. The requested documents will support Plaintiff's contention that all of the defendants were acting together to defraud Plaintiff and the other victims that Plaintiff has already identified.

Request Numbers 9 and 10: This Request requires M. Reddy to produce documents concerning the business she conducted with or performed for David Weinstein (or businesses owned by David Weinstein) from January 1, 2008 to May 1, 2018. Her objections are meritless for the reasons discussed above and she is required to produce documents, while any alleged trade

secrets can be protected through a protective order. Of course, I'm sure that the Court will consider V. Reddy's sworn testimony during his bankruptcy proceedings that he was not aware of any trade secrets when it evaluates M. Reddy's argument.

Request Number 14: This Request requires M. Reddy to produce documents concerning her business dealings with Medasset Corporation between January 1, 2008 and December 31, 2018. Her objections are meritless and she is required to produce documents that are available to her through a reasonable search.

Request Numbers 15 and 16: These Requests require M. Reddy to produce documents concerning the compensation she received from Medasset Corporation and David Weinstein between January 1, 2008 and December 31, 2018. Her objections are meritless and she is required to produce documents that are available to her through a reasonable search.

Vijay Reddy's Responses to Interrogatories

Interrogatory Number 4: This Interrogatory requires V. Reddy to identify persons or entities that provided him money or other compensation for services he rendered to those persons or entities. His response is evasive and incomplete. For the reasons stated above, V. Reddy is required to provide a substantive response.

Interrogatory Number 5: This Interrogatory requires V. Reddy to identify the persons or entities for whom he provided training services from January 1, 2008 to May 1, 2018. His response is evasive and incomplete. For the reasons stated above, V. Reddy is required to provide a substantive response.

Interrogatory Numbers 7 and 8: These Interrogatories ask V. Reddy to describe his business relationships with David Weinstein and Kevin Brown. His responses are evasive and incomplete. For the reasons stated above, V. Reddy is required to provide a substantive response.

Interrogatory Number 9: This Interrogatory asks V. Reddy to describe the blocks of accounts that he purchased from David Weinstein between January 1, 2008 and May 1, 2018. His objection that the phrase "blocks of accounts" is vague is not credible as he used the phrase himself marketing materials that he used in the past. His response is evasive and incomplete. For the reasons stated above, V. Reddy is required to provide a substantive response.

Interrogatory Number 10: This Interrogatory asks V. Reddy to describe the business packages that he purchased from David Weinstein between January 1, 2008 and May 1, 2018. His objection that the phrase "business packages" is vague is not credible in light of the marketing materials distributed by the defendants in this action. His response is evasive and incomplete. For the reasons stated above, V. Reddy is required to provide a substantive response.

Interrogatory Number 11: This Interrogatory asks V. Reddy to identify all individuals who complained to him about businesses they purchased from David Weinstein and/or Kevin Brown from January 1, 2008 to the present. He asserts meritless objections and his response that Plaintiff did not complaint to him is evasive. For the reasons stated above, V. Reddy is required to provide a substantive response.

Interrogatory Number 13: V. Reddy's response to this Interrogatory refers Plaintiff to his "Response to Interrogatory No. 13." While obviously a mistake, V. Reddy needs to correct the mistake.

Interrogatory Numbers 15 and 16: V. Reddy's response that he is not able to respond to these Interrogatories because he does not know that "business relationship" means is not credible. His response is evasive and incomplete. For the reasons stated above, V. Reddy is required to provide a substantive response.

Interrogatory Numbers 19-25: These Interrogatories ask V. Reddy to state the facts that support his denial of various allegations contained in Plaintiff's First Amended Complaint. His responses are evasive and incomplete. For the reasons stated above, V. Reddy is required to provide a substantive response.

Vijay Reddy's Responses to Requests for Production

Request Number 3: This Request asks V. Reddy to produce agreements resolving civil litigation that he entered into since January 1, 2008. Most of his objections are meritless, and his concern about confidentiality provisions can be resolved through a protective order or redacting the agreements to remove information pertaining to other parties.

Request Number 5: This Request asks V. Reddy to produce documents concerning business packages that he purchased from David Weinstein. His response that he does not know what the phrase "business packages" means is not credible.

Request Number 6: This Request asks V. Reddy to produce documents concerning blocks of accounts he purchased from David Weinstein. His response that he does not know what the phrase "blocks of accounts" means is not credible.

Request Number 7: This Request asks V. Reddy to produce documents concerning the sale of the business referenced in paragraph 38 of Plaintiff's First Amended Complaint. His response is evasive and incomplete. For the reasons stated above, V. Reddy is required to produce responsive documents.

Request Numbers 12-15: This Request asks V. Reddy to produce documents concerning business he conducted with or performed for David Weinstein (or businesses he owned) and Kevin Brown (or businesses he owned) from January 1, 2008 to May 1, 2018. His objections are meritless and his responses are evasive. For the reasons discussed above, V. Reddy is required to produce responsive documents.

Request Number 25: This Requests asks V. Reddy to produce documents concerning his business dealings with Medasset Corporation between January 1, 2008 and December 31, 2018.

His objections are meritless and his response is evasive. For the reasons stated above, V. Reddy is required to produce responsive documents.

Request Number 26: This Request asks V. Reddy to produce documents concerning the compensation he received from Medasset Corporation between January 1, 2008 and December 31, 2018. His objections are meritless and his response is evasive. For the reasons stated above, V. Reddy is required to produce responsive documents.

Request Number 27: This Request asks V. Reddy to produce documents concerning the compensation he received from David Weinstein between January 1, 2008 and December 31, 2018. His objections are meritless and his response is evasive. For the reasons stated above, V. Reddy is required to produce responsive documents.

Request Number 28: This Request asks V. Reddy to produce documents concerning his business relationship with Visionary Business Brokers between January 1, 2008 and December 31, 2018. His objections are meritless and his response is evasive. For the reasons stated above, V. Reddy is required to produce responsive documents.

Request Number 29: This Request asks V. Reddy to produce documents concerning the compensation he received from Visionary Business Brokers between January 1, 2008 and December 31, 2018. His objections are meritless and his response is evasive. For the reasons stated above, V. Reddy is required to produce responsive documents.

Request Number 30: This Request asks V. Reddy to produce documents concerning the compensation he received from Kevin Brown between January 1, 2008 and December 31, 2018. His objections are meritless and his response is evasive. For the reasons stated above, V. Reddy is required to produce responsive documents.

Please let me know when you will be available to discuss these issues.

Sincerely,

/s/ Jay Freedman

Jay Freedman

From: Kevin Hejmanowski khejmanowski@leahmartinlv.com
Subject: Re: Medappeal v. Weinstein; Vijay Reddy's responses to interrogatories
Date: February 14, 2020 at 9:45 AM
To: Jay Freedman jay@jayfreedmanlaw.com
Cc: Leah Martin lmartin@leahmartinlv.com, Chris Martin cmartin@leahmartinlv.com



Hi Jay,

Our February 6, 2019, request was inadvertently sent to the wrong email address. However, you are talking about one day so at most we would argue excusable neglect. I will forward you the February 6 request.


Thank you,

Kevin Hejmanowski
Associate Attorney
LEAH MARTIN LAW
3100 W Sahara Ave, Ste 202
Las Vegas, NV 89102
Office: 702-420-2733
Fax: 702-330-3235
<http://www.leahmartinlaw.com>



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 Please consider the environment before printing this email

On Thu, Feb 13, 2020 at 4:43 PM Jay Freedman <jay@jayfreedmanlaw.com> wrote:

Hello Kevin. I'm following up on this email and my request for the "how and when" you asked for a discovery extension.

Jay Freedman



The Law Office of Jay Freedman
11700 W. Charleston Blvd. Ste. 170-357
jay@jayfreedmanlaw.com
702-342-5425

This e-mail message and any attachments are confidential and may be attorney-client privileged. Dissemination, distribution or copying of this message or attachments without proper authorization is strictly prohibited. If you are not the intended recipient, please notify The Law Office of Jay Freedman immediately by telephone or by e-mail, and permanently delete the original, and destroy all copies, of this message and all attachments. Circular 230 Disclosure: To assure compliance with Treasury Department rules governing tax practice, we hereby inform you that any advice contained herein (including in any attachment) (1) was not written or intended to be used, and cannot be used, by you or any taxpayer for the purpose of avoiding any penalties that may be imposed on you or any taxpayer and (2) may not be used or referred to by you or any other person in connection with promoting, marketing or recommending to another person any transaction or matter addressed herein.

Begin forwarded message:

From: Office <jay@jayfreedmanlaw.com>
Subject: Re: Medappeal v. Weinstein; Vijay Reddy's responses to interrogatories
Date: February 12, 2020 at 9:33:47 AM PST
To: Kevin Hejmanowski <khejmanowski@leahmartinlv.com>
Cc: "lmartin@leahmartinlv.com" <lmartin@leahmartinlv.com>

CERTIFICATE OF SERVICE

I, Jay Freedman, declare under penalty of perjury under the law of the State of Nevada that the following is true and correct. I served the attached **MOTION TO COMPEL FURTHER RESPONSES FROM DEFENDANT MARGARET REDDY** in the following manner:

Through the Court's electronic service system on April 6, 2020.

Dated this 6th day of April, 2020

/s/ Jay Freedman
Jay Freedman

Exhibit 28



OPPS

Leah Martin, Esq.
Nevada Bar No. 7982
Kevin Hejmanowski, Esq.
Nevada Bar No. 10612
LEAH MARTIN LAW
3100 W Sahara Ave. #202
Las Vegas, Nevada 89102
Telephone: (702) 420-2733
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lmartin@leahmartinlv.com
khejmanowski@leahmartinlv.com
*Attorneys for Defendants Vijay Reddy,
Margaret Reddy, and Mohan Thalamarla*

DISTRICT COURT

CLARK COUNTY, NEVADA

MEDAPPEAL, LLC, An Illinois Limited Liability
Company,

Plaintiff,

vs.

DAVID WEINSTIEN, VIJAY REDDY,
MARGARET REDDY, MOHAN
THALAMARLA, KEVIN BROWN, MAX
GLOBAL, INC., VISIONARY BUSINESS
BROKERS LLC, MEDASSET CORPORATION,
AND DOES 1-50,

Defendants;

Case No.: A-19-792836-C

Dept. No.: XIV

**MARGARET REDDY'S
OPPOSITION TO PLAINTIFF
MEDAPPEAL, LLC'S MOTION
TO COMPEL FURTHER
RESPONSES FROM DEFENDANT
MARGARET REDDY**

Defendant Margaret Reddy ("Margaret") hereby opposes Plaintiff Medappeal, LLC's
Motion to Compel Further Responses from Defendant Margaret Reddy.

////

This Opposition is based on the following Memorandum of Points and Authorities, the attached exhibits, and any oral argument which may be allowed.

Dated this 10th day of April, 2020.

LEAH MARTIN LAW

/s Kevin Hejmanowski
Leah Martin, Esq.
Kevin Hejmanowski, Esq.
3100 W. Sahara Ave., #2020
Las Vegas, Nevada 89102
*Attorneys for Defendants Vijay Reddy,
Margaret Reddy, and Mohan Thalamarla*

MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction

Plaintiff's Motion to Compel Further Responses should be denied. The interrogatories and requests for production at issue are overbroad and unduly burdensome or vague and ambiguous.

II. Legal Argument

A. Pursuant to NRCP 33, Margaret Has Shown Good Cause.

Plaintiff's argument that Margaret has not shown "good cause" is incorrect. Defendants' counsel inadvertently emailed a request for a brief extension to the wrong email address. *See* Motion, p.3. Defendants served their discovery responses the day after. This is not a situation where Defendants' counsel failed to request an extension before the deadline. Unfortunately, the request went to the wrong address, but counsel clearly intended the email to be sent to Plaintiff's attorney. In other words, Defendants' neglect is excusable and they have demonstrated good cause. NRCP 33(4) provides that objections to untimely interrogatories will not be waived where good cause exists. Here, Defendants' counsel believed that the request for an extension was sent to Plaintiff's counsel and the responses were only a single day late.

A. Margaret's Interrogatory Responses Are Complete.

Plaintiff contends that Margaret's responses to interrogatory numbers 2, 3, and 10 are evasive and are not complete. Margaret responded to the interrogatories as follows:

INTERROGATORY NO. 2:

Identify by name, address and phone number all persons or entities for whom you were employed between January 1, 2008 and May 1, 2018.

RESPONSE TO INTERROGATORY NO. 2:

I do not have the addresses and phone numbers for my previous employers. I have worked for Optum (a division of United Health Group) and Bank of America. I currently work for a pension planning company. I object to providing my current employer's name and contact information as I do not want Plaintiff to spread rumors to my current employer, or jeopardize my employment. It has come to my attention that Plaintiff has already attempted to interfere with Mr. Weinstein's businesses. I have worked for David Weinstein's company.

INTERROGATORY NO. 3:

Identify by name, address and phone number all persons or entities to whom you worked as an independent contractor between January 1, 2008 and May 1, 2018.

RESPONSE TO INTERROGATORY NO. 3:

I have worked for David Weinstein's company.

INTERROGATORY NO. 10:

Describe the circumstances surrounding the transfer of \$325,000 from you to defendants Mohan Thalmara and Max Global.

RESPONSE TO INTERROGATORY NO. 10:

Defendant objects to this interrogatory on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding Defendant's objection, Defendant responds as follows: The transfer of \$325,000 from me to Mohan Thalmara and Max Global was a private transaction in 2017, before the events which are the subject of this lawsuit, and that transaction has nothing to do with this lawsuit.

In her response to interrogatory numbers 2 and 3, Margaret listed her employment

history. Margaret is very concerned with providing information about her current employer because she believes that Plaintiff previously used David Weinstein's personal information to threaten and harass him. Margaret does not believe that a protective order would alleviate her concern based upon what she knows about Plaintiff's past behavior.

In her response to interrogatory number 10, Margaret stated that the \$325,000 transfer took place before the events which are the subject of the lawsuit occurred. Her response is not evasive.

B. Margaret's Responses Are Privileged

Margaret objected to interrogatory numbers 5 and 12 through 17 because the information that Plaintiff requested would invade upon the attorney-client privilege and/or attorney work product doctrine as her responses would necessarily involve counsel's mental impressions. Therefore, Margaret objected to the interrogatories as follows:

INTERROGATORY NO. 5:

State all facts upon which you based your belief that Medasset Corporation was capable of honoring its contract with Liberty Consulting & Management Services, LLC at the time the contract was executed in May of 2018.

RESPONSE TO INTERROGATORY NO. 5:

Defendant objects to this interrogatory on the ground that it is overbroad and unduly burdensome as it asks for "all facts," which is an impossible standard to satisfy. To the extent that this interrogatory would invade upon the attorney-client privilege and/or work product doctrine, Defendant would further object to this interrogatory. This interrogatory is premature as discovery is ongoing.

INTERROGATORY NO. 12:

State all facts that support your denial of the allegation contained in paragraph 16 of Plaintiff's First Amended Complaint that "Brown sold the business opportunities on behalf of . . . defendant V. Reddy."

RESPONSE TO INTERROGATORY NO. 12:

Defendant objects to this interrogatory on the ground that it is overbroad and unduly

burdensome in that it asks for “all facts,” which is an impossible standard to satisfy. To the extent that this interrogatory would invade upon the attorney-client privilege and/or work product doctrine, Defendant would further object to this interrogatory. This interrogatory is premature as discovery is ongoing.

INTERROGATORY NUMBER 13:

State all facts that support your denial of the allegation contained in paragraph 46 of Plaintiff’s First Amended Complaint that “the allegations contained in the Holmes matter are remarkably similar to the allegations asserted against Defendants in this action. The plaintiff alleged that V. Reddy ‘represented to Plaintiff that he would sell Plaintiff bundles of medical billing contracts.’ (Ex. 3, ¶ 7.) The plaintiff further alleged that after several months, his purchase had not generated any revenues. (Ex. 3, ¶ 13.)”

RESPONSE TO INTERROGATORY NO. 13:

Defendant objects to this interrogatory on the ground that it is overbroad and unduly burdensome in that it asks for “all facts,” which is an impossible standard to satisfy. To the extent that this interrogatory would invade upon the attorney-client privilege and/or work product doctrine, Defendant would further object to this interrogatory. This interrogatory is premature as discovery is ongoing.

INTERROGATORY NUMBER 14:

State all facts that support your denial of the allegation contained in paragraph 47 of Plaintiff’s First Amended Complaint that “[a]ccording to the complaint, V. Reddy made representations as to the number of client accounts and revenue the plaintiff would receive. The plaintiff also alleged V. Reddy made multiple serious misrepresentations and omissions to induce the sale. As a result of this lawsuit, V. Reddy was ordered to pay the Holmes plaintiff an amount equal to or greater than \$200,000.”

RESPONSE TO INTERROGATORY NO. 14:

Defendant objects to this interrogatory on the ground that it is overbroad and unduly burdensome as it asks for “all facts,” which is an impossible standard to satisfy. To the extent that this interrogatory would invade upon the attorney-client privilege and/or work product

doctrine, Defendant would further object to this interrogatory. This interrogatory is premature as discovery is ongoing

INTERROGATORY NUMBER 15:

State all facts that support your denial of the allegation contained in paragraph 53 of Plaintiff's First Amended Complaint that "[s]ince 2016, V. Reddy sold or was involved in the sale of the same or similar business packages to: Camile Batiste, Nadeem Fatmi, Steven Sami, Gerson Benoit and Desiree Cortes, Paul Volen, Michael Bradley, Craig Sylverston, and Kalpana Dugar. V. Reddy never successfully fulfilled any of the contracts as agreed to with these individuals."

RESPONSE TO INTERROGATORY NO. 15:

Defendant objects to this interrogatory on the ground that it is overbroad and unduly burdensome as it asks for "all facts," which is an impossible standard to satisfy. To the extent that this interrogatory would invade upon the attorney-client privilege and/or work product doctrine, Defendant would further object to this interrogatory. This interrogatory is premature as discovery is ongoing

INTERROGATORY NUMBER 16:

State all facts that support your denial of the allegations contained in paragraph 54 of Plaintiff's First Amended Complaint that "[a]ll of the above listed individuals complained to V. Reddy about his inability to perform, their financial loss due to his misrepresentations, and some threatened to take legal action."

RESPONSE TO INTERROGATORY NO. 16:

Defendant objects to this interrogatory on the ground that it is overbroad and unduly burdensome as it asks for "all facts," which is an impossible standard to satisfy. To the extent that this interrogatory would invade upon the attorney-client privilege and/or work product doctrine, Defendant would further object to this interrogatory. This interrogatory is premature as discovery is ongoing

INTERROGATORY NUMBER 17:

State all facts that support your denial of the allegations contained in paragraph 55 of

Plaintiff's First Amended Complaint that "at no point did V. Reddy disclose to Plaintiff the vested interest and financial relationship he and his wife, Margaret Reddy, had with Weinstein. At all times, V. Reddy passed himself off as a business reference and longtime satisfied customer."

RESPONSE TO INTERROGATORY NO. 17:

Defendant objects to this interrogatory on the ground that it is overbroad and unduly burdensome as it asks for "all facts," which is an impossible standard to satisfy. To the extent that this interrogatory would invade upon the attorney-client privilege and/or work product doctrine, Defendant would further object to this interrogatory. This interrogatory is premature as discovery is ongoing

C. Plaintiff's Interrogatories Are Overbroad and Unduly Burdensome and/or Vague and Ambiguous.

Plaintiff's interrogatories were overbroad and unduly burdensome or vague and ambiguous. Plaintiff literally asked for any service or work performed over the last ten years regardless of the relevance. In other words, Plaintiff is improperly using discovery to go on a fishing expedition, which is an abuse of the discovery process. Margaret objected to the following interrogatories, in part, because they were overbroad and unduly burdensome or vague and ambiguous:

INTERROGATORY NUMBER 18:

Describe any work that you performed for David Weinstein prior to May 1, 2018.

RESPONSE TO INTERROGATORY NO. 18:

Defendant objects to this interrogatory on the ground that it is overbroad and unduly burdensome as it requests any work prior to 2018. Defendant further objects to this interrogatory on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this interrogatory on the ground that it is vague and ambiguous what "work" means. As written, Defendant cannot adequately respond to this interrogatory.

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INTERROGATORY NUMBER 19:

Describe any services that you performed for David Weinstein prior to May 1, 2018.

RESPONSE TO INTERROGATORY NO. 19:

Defendant objects to this interrogatory on the ground that it is overbroad and unduly burdensome as it requests any services prior to 2018. Defendant further objects to this interrogatory on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this interrogatory on the ground that it is vague and ambiguous what “services” means. As written, Defendant cannot adequately respond to this interrogatory.

INTERROGATORY NUMBER 20:

Describe defendant Vijay Reddy’s business relationship with David Weinstein.

RESPONSE TO INTERROGATORY NO. 20:

Defendant objects to this interrogatory on the ground that it is vague and ambiguous what “business relationship” means. As written, Defendant cannot adequately respond to this interrogatory.

INTERROGATORY NUMBER 21:

Identify by date and dollar amount all payments you received from David Weinstein between January 1, 2008 and the present.

RESPONSE TO INTERROGATORY NO. 21:

Defendant objects to this interrogatory on the ground that it is overbroad and unduly burdensome as it asks for “all payments,” which is an impossible standard to satisfy. Defendant further objects to this interrogatory on the ground that it is overbroad and unduly burdensome in that requests all payments over a ten-year period. Defendant further objects to this interrogatory on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding Defendant’s objections, Defendant responds as follows: Responding to this interrogatory would require me to review all payments over a ten year period, which is extremely burdensome, and most of the payments requested are not within 2018, which is the only time period relevant to this lawsuit.

D. Plaintiff's Requests for Production Are Overbroad and Unduly Burdensome or Request Margaret to Produce Information Which is Not Relevant.

Plaintiff's requests for production were overbroad and unduly burdensome or that is not relevant. Plaintiff literally asked for every scrap of paper from the last ten years regardless of the relevance. In other words, Plaintiff is improperly using discovery to go on a fishing expedition, which is an abuse of the discovery process. Margaret objected to the following requests, in part, because they were overbroad and unduly burdensome:

REQUEST FOR PRODUCTION NO. 9:

All documents that concern, refer or relate to business you conducted with or performed for defendant David Weinstein from January 1, 2008 to May 1, 2018.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9 :

Defendant objects to this request on the ground that it is overbroad and unduly burdensome as it requests the production of "[a]ll documents," which is an impossible standard to satisfy. Defendant further objects to this request on the ground that it is overbroad and unduly burdensome in that it requests the production of "[a]ll documents" over a ten-year period of time. Defendant further objects to this request on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. To the extent, that this request would include the production of proprietary and/or trade secrets, Defendant further objects to this request. Notwithstanding Defendant's objections, Defendant responds as follows: As written, and without being severely narrowed in scope, Defendant cannot adequately respond to this request.

REQUEST FOR PRODUCTION NO. 10:

All documents that concern, refer or relate to business you conducted with or performed for businesses owned, controlled or managed by defendant David Weinstein from January 1, 2008 to May 1, 2018.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

Defendant objects to this request on the ground that it is overbroad and unduly burdensome as it requests the production of "[a]ll documents," which is an impossible standard

to satisfy. Defendant further objects to this request on the ground that it is overbroad and unduly burdensome in that it requests the production of “[a]ll documents” over a ten-year period of time. Defendant further objects to this request on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. To the extent that this request would include the production of proprietary and/or trade secrets, Defendant further objects to this request. Notwithstanding Defendant’s objections, Defendant responds as follows: As written, and without being severely narrowed in scope, Defendant cannot adequately respond to this request.

REQUEST FOR PRODUCTION NO. 14:

All documents that concern, refer or relate to your business dealings with Medasset Corporation between January 1, 2008 and December 31, 2018.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

Defendant objects to this request on the ground that it is overbroad and unduly burdensome as it requests the production of “[a]ll documents,” which is an impossible standard to satisfy. Defendant further objects to this request on the ground that it overbroad and unduly burdensome in that it requests the production of “[a]ll documents” over a ten-year period of time. Defendant further objects to this request on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding Defendant’s objections, Defendant responds as follows: As written, and without being severely narrowed in scope, Defendant cannot adequately respond to this request.

REQUEST FOR PRODUCTION NO. 15:

All documents that concern, refer or relate to compensation you received from Medasset Corporation between January 1, 2008 and December 31, 2018.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

Defendant objects to this request on the ground that it is overbroad and unduly burdensome as it requests the production of “[a]ll documents,” which is an impossible standard to satisfy. Defendant further objects to this request on the ground that it overbroad and unduly burdensome in that it requests the production of “[a]ll documents” over a ten-year period of

time. Defendant further objects to this request on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding Defendant's objections, Defendant responds as follows: As written, and without being severely narrowed in scope, Defendant cannot adequately respond to this request.

REQUEST FOR PRODUCTION NO. 16:

All documents that concern, refer or relate to compensation you received from David Weinstein between January 1, 2008 and December 31, 2018.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

Defendant objects to this request on the ground that it is overbroad and unduly burdensome as it requests the production of "[a]ll documents," which is an impossible standard to satisfy. Defendant further objects to this request on the ground that it overbroad and unduly burdensome in that it requests the production of "[a]ll documents: over a ten-year period of time. Defendant further objects to this request on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding Defendant's objections, Defendant responds as follows: As written, and without being severely narrowed in scope, defendant cannot adequately respond to this request.

REQUEST FOR PRODUCTION NO.5:

All documents that concern, refer or relate to the transfer of \$325,000 from you to defendants Mohan Thaimarla and Max Global.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Defendant objects to this request on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding Defendant's objection, Defendant responds as follows: This was a private transaction back in 2017, which is before the 2018 events which are subject to the lawsuit.

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III. Conclusion

To the extent Plaintiff's discovery requests were appropriate, Margaret's responses were complete and accurate. To the extent Plaintiff's discovery requests were abusive, vague and ambiguous, or overbroad and unduly burdensome, Margaret utilized objections as permitted by the discovery rules. For the foregoing reasons, Plaintiff's motion should be denied.

Dated this 10th day of April, 2020.

LEAH MARTIN LAW

/s Kevin Hejmanowski
Leah Martin, Esq.
Kevin Hejmanowski, Esq.
3100 W. Sahara Ave., #202
Las Vegas, Nevada 89102
*Attorneys for Defendants Vijay Reddy,
Margaret Reddy, and Mohan Thalamarla*

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of April, 2020, the foregoing **MARGARET REDDY'S OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL FURTHER RESPONSES FROM DEFENDANT MARGARET REDDY** was served via the Odyssey E-File & Serve system, to the following:

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11700 W. Charleston Blvd. Ste. 170-357
Las Vegas, NV 89135
Telephone: (702) 342-5425
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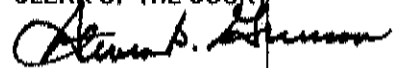
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*Attorney for Kevin Brown and Visionary
Business Brokers, LLC*

/s/ Chris Martin

On behalf of LEAH MARTIN LAW

Exhibit 29



1 RTRAN

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3
4
5 DISTRICT COURT
6 CLARK COUNTY, NEVADA

7 MEDAPPEAL LLC,
8 Plaintiff,

CASE NO: A-19-792836-C
DEPT. 14

9 vs.

10 DAVID WESINSTEIN, ET AL.,
11 Defendants.
12

13 BEFORE THE HONORABLE ERIN LEE TRUMAN, DISCOVERY COMMISSIONER
14 THURSDAY, JUNE 25, 2020
15

16 *RECORDER'S TRANSCRIPT OF HEARING RE:*
17 **PLAINTIFF'S MOTION TO COMPEL FURTHER RESPONSES FROM**
18 **DEFENDANT MARGARET REDDY; PLAINTIFF'S MOTION TO**
19 **COMPEL FURTHER RESPONSES FROM DEFENDANT VIJAY**
20 **REDDY**

21 (Appearances on page 2)
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23
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25 RECORDED BY: FRANCESCA HAAK, COURT RECORDER

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APPEARANCES:

| | |
|---|--|
| For the Plaintiff: | ZACHARY BALL, ESQ. [Via Bluejeans Videoconference] |
| For the Defendants Medasset/ and Weinstein | HECTOR CARBAJAL, ESQ. [Via Bluejeans Videoconference] |
| For the Defendants Reddy/ and Thalmarla | KEVIN HEJMANOWSKI, ESQ. [Via Bluejeans Videoconference] |
| For the Defendants Brown/ and Visionary | ZACHARY TAKOS, ESQ. [Via Bluejeans Videoconference] |

1 Las Vegas, Nevada; Thursday, June 25, 2020

2 * * *

3 [Proceeding commenced at 10:48 a.m.]

4 MR. BALL: Your Honor, I know the Court was trailing this
5 matter. This is Zach Ball, page 2, on the 9 a.m., for the motions to
6 compel.

7 DISCOVERY COMMISSIONER: Okay. Medappeal vs.
8 Weinstein?

9 MR. BALL: Yes.

10 DISCOVERY COMMISSIONER: All right. So could we have
11 counsel please state their names and appearances for the record.

12 MR. BALL: Your Honor, Zach Ball, appearing on behalf of
13 Plaintiff.

14 MR. HEJMANOWSKI: Good morning, Your Honor. Kevin
15 Hejmanowski, on behalf of Defendants Vijay Reddy, Margaret Reddy,
16 and Mohan Thalmarla.

17 MR. TAKOS: And, good morning, Your Honor. Zach Takos,
18 on behalf of Kevin Brown and Visionary Business Brokers.

19 MR. CARBAJAL: And, good morning, Your Honor. Hector
20 Carbajal, on behalf of David Weinstein and Medasset Corporation.

21 DISCOVERY COMMISSIONER: All right. Do we have
22 anyone else on the line?

23 Okay. This is on for Plaintiff Medappeal's motion to compel
24 further responses from Defendant Margaret Reddy, and then there's
25 another motion to compel responses from Defendant Vijay Reddy.

1 Before we begin, I just want to address the one-day delay in
2 bringing the -- or in serving the responses after the frustrated attempt to
3 obtain an extension; I find that that's excusable neglect, and I am not
4 going to penalize the party for the one-day delay and the sending the E-
5 mail to the wrong address, and so the objections are going to stand.

6 MR. HEJMANOWSKI: Thank you, Your Honor.

7 DISCOVERY COMMISSIONER: I'm sorry?

8 MR. HEJMANOWSKI: I said thank you, Your Honor.

9 DISCOVERY COMMISSIONER: Who is speaking -- Mr.
10 Hejmanowski?

11 MR. HEJMANOWSKI: This is Kevin Hejmanowski.

12 DISCOVERY COMMISSIONER: Okay. Because we have so
13 many gentlemen on the line, if you guys could just please identify
14 yourself before speaking, I'd appreciate it.

15 All right. And so, with that said, let's discuss the -- let's just
16 discuss the further supplementation that's being sought.

17 So, Mr. Ball --

18 MR. BALL: Thank you, Your Honor.

19 DISCOVERY COMMISSIONER: -- would you like to address
20 that?

21 MR. BALL: Yes. This is Zach Ball. You know, as provided for
22 in our briefs, which are comprehensive, this is a matter that went to the
23 Court on -- and was set for a hearing previously on May 7th. And we're
24 here now at the end of June. We have not yet received any
25 supplemental documentation. We feel that we are entitled to it because

1 of the nature of the case.

2 This is a case involving breach of contract, fraud, and civil
3 RICO, among other claims. This is a case that has a period of time that
4 goes back more than a decade, and based on those claims, and based
5 on that time period, we submit that there's a tremendous amount of time
6 and information that we are entitled to seek.

7 Those claims take a lot of evidence to prove, and the
8 documentation shows the amount of time.

9 We further believe that, while there was no waiver of the
10 objections, as the Court's already ruled, that this discovery is incredibly
11 relevant.

12 We know it's the practice of the courts of Nevada to cast a
13 wide net. We submit that another objection has been that the discovery
14 is not premature. We submit -- I'm sorry. An objection was that it was
15 premature, and it's simply not. This is -- we have a discovery cutoff
16 pending in August here, and now is the time.

17 We submit further that these responses on both Mr. and Mrs.
18 Reddy's papers were not responded to in good faith, and we have
19 enumerated the vast majority or all of the interrogatories and request for
20 productions that we -- questions and requests that we have issues with,
21 and I can go through all of those, if the Court would prefer.

22 But --

23 DISCOVERY COMMISSIONER: Well, I think --

24 MR. BALL: -- at the end of the day -- go ahead.

25 DISCOVERY COMMISSIONER: No. I was just going to say I

1 do intend to go through all of the requests. We can go through them
2 individually. But go ahead and continue.

3 MR. BALL: Okay. We provided documentation to exhibits
4 within the reply that we filed, specifically as to Mr. Vijay Reddy, and, you
5 know, these objections that we -- that Mr. Reddy does not know what a
6 blocked -- block owner account is, that he does not know what a
7 business package is, we submit are something false because of the
8 documentation we provided.

9 There was a -- the first is a 2018 bankruptcy proceeding, a
10 transcript, in which that is mentioned numerous times, and it's
11 specifically defined by Mr. Reddy, and the second is marketing
12 information that Mr. Reddy had provided to the client, my client as
13 Plaintiff, an executive summary which specifically states package of the
14 above business services.

15 So, given all that, we can, again, go through each one of
16 those, if the Court would have us do so, but we just are concerned here
17 based upon the timing and the need for documentation that we have.

18 DISCOVERY COMMISSIONER: Okay. Anything that you'd
19 like to add, Mr. Hejmanowski or anyone else, before we go through them
20 individually?

21 MR. HEJMANOWSKI: Yes, just generally, Your Honor. This
22 is Kevin Hejmanowski.

23 Really, generally, my objections are this -- I understand that
24 Plaintiff has a fraud claim. I understand that they have a RICO claim.
25 But that does not give them a carte blanche ability to go back years, and

1 years, and years when there's absolutely no relevance.

2 What Plaintiff is essentially asking my client to do is produce
3 every shred of paper back ten years, every single phone call back ten
4 years, every payment back ten years, and there is absolutely no
5 relevance to the subject matter of this case.

6 This case is about an event that happened in 2018, and
7 they're going back to 2008; that, to me, seems to not be within the spirit
8 of Rule 26 and appears to me to be extremely overbroad and unduly
9 burdensome.

10 DISCOVERY COMMISSIONER: Okay.

11 MR. BALL: Your Honor, if I can respond to that --

12 DISCOVERY COMMISSIONER: Yes.

13 MR. BALL: -- the two points made.

14 DISCOVERY COMMISSIONER: Yes. Mr. Ball, why do you
15 need to go back to 2008; if you could make that clear.

16 MR. BALL: Because -- yes, and it's stated within our
17 pleadings, it's -- additionally, we're finding, as we go into further
18 discovery, that these parties were familiar with, knew one another, and
19 worked together with one another on the various schemes that we're
20 alleging since 2008, 2009.

21 There are documented court cases, as stated with our -- in our
22 amended complaint and other disclosures that we've made, that this
23 fraud goes back nearly that many years.

24 And the big issue that I have is they produced nothing. We
25 got such a small amount of information from these voluminous requests

1 that we've made. It's one thing to say that it doesn't go back -- we're
2 reaching back too far. It's a whole other issue to produce nothing and
3 say it's just too much. We don't understand and don't want to go back
4 that far.

5 DISCOVERY COMMISSIONER: Okay. All right. Let's go
6 through the discovery then. Interrogatory number 2, it's my
7 understanding that Plaintiffs are only seeking -- was this by agreement
8 that -- excuse me -- that you're only seeking the information in number 2
9 for Mr. Weinstein at this point?

10 MR. BALL: That was what we are requesting, Your Honor,
11 yes.

12 DISCOVERY COMMISSIONER: Okay. I think that that's
13 appropriate, and I am going to require the -- Ms. Reddy to respond to
14 interrogatory number 2 with -- supplement her response with information
15 as to the name, address, phone number of Mr. Weinstein, including --
16 and I hope I'm pronouncing his name correctly -- with regard to -- and
17 the dates that she was employed by him.

18 MR. BALL: Okay.

19 DISCOVERY COMMISSIONER: All right. Moving on to
20 number 3, if -- it's not clear from the response to me whether Mr.
21 Weinstein is the only company for which she has worked as an
22 independent contractor for that period of time; is that the case, Mr.
23 Hejmanowski?

24 MR. HEJMANOWSKI: That is my understanding, Your Honor.

25 DISCOVERY COMMISSIONER: Okay. Then it needs to be

1 clear that -- 'cause just because she says I have worked for him, and
2 doesn't give the time period, and she doesn't respond that that's the only
3 person she's worked for during that period of time as an independent
4 contractor, so that needs to be supplemented, again, with the name,
5 address, and phone number.

6 MR. HEJMANOWSKI: Okay.

7 DISCOVERY COMMISSIONER: All right. Interrogatory
8 number 10. I see that it's responded to. What additional information are
9 you -- do you believe is insufficient, Mr. Ball, with regard to the response
10 to interrogatory number 10?

11 MR. BALL: Yes, Your Honor.

12 DISCOVERY COMMISSIONER: You asked for the
13 circumstances. She's indicated that the transfer was from Mohan
14 Thalmarla and Max Global, was a private transaction. What information
15 are you seeking when you ask describe the circumstances?

16 MR. BALL: The details of that private transaction. The
17 concern here is that this is -- we do believe, and we have evidence to
18 show in court documents in other matters that this is a ongoing fraud on
19 the general public, and to state that it's a private transaction and has
20 nothing to do with this lawsuit, we submit that more details are needed
21 as to what that private transaction was, you know, what the transfer was
22 for, just details.

23 DISCOVERY COMMISSIONER: Okay. So what was
24 transferred. So perhaps this needs to be rewritten, and I'll allow it to be
25 rewritten to be describe the nature, purpose, and -- the nature and

1 purpose of the transaction or the transfer. I mean, circumstances is
2 pretty broad, so what exactly are you asking for? The nature and
3 purpose of the transfer?

4 MR. BALL: Yes. This is a loan that took place directly before
5 Mr. Reddy filed a bankruptcy petition and so that's what we're after.
6 Was this loan a fraudulent loan in order to avoid bankruptcy issues?
7 You know, those, again, those sorts of details.

8 DISCOVERY COMMISSIONER: Okay. So it needs to be
9 what -- please provide the details regarding the nature, purpose, and
10 reason for the transfer of 325,000 from you to Defendants Mohan
11 Thalmarla and Max Global, and I will allow it as written that way.

12 MR. BALL: Thank you.

13 DISCOVERY COMMISSIONER: All right. Number 5 -- and
14 this is really the same for number 5, 12, 13, 14, 15, 16, and 17.

15 MR. HEJMANOWSKI: Okay.

16 DISCOVERY COMMISSIONER: Any facts that Defendants
17 have in their possession, any factual information, that you are basing
18 your position on that's referenced in the interrogatory needs to be
19 provided. Facts are not privileged. So -- facts are not work product
20 unless you're relying on some kind of expert opinion. But any facts that
21 you have that Medasset Corporation was capable of honoring its
22 contract with Liberty Consulting and Management Services at the time of
23 the contract needs to be specifically stated; the basis for that, the factual
24 basis, needs to be provided.

25 The same thing for all of the ones I just listed with regard to

1 the question being asked in each of those interrogatories, number 12,
2 number 13, number 14, number 15, 16, and 17, any factual information
3 you have that you are relying upon needs to be provided.

4 And that will be the recommendation.

5 MR. BALL: Your Honor, was -- 12 through 17, that was 12
6 through 17 and 5, is that correct?

7 DISCOVERY COMMISSIONER: It was 5 and 12 through 17.

8 MR. BALL: Thank you.

9 DISCOVERY COMMISSIONER: All right. Moving on to
10 interrogatory number 18, the objection is to what work means. I think
11 that that's pretty clear, but perhaps it would be -- let's clarify it to mean
12 any job duties, functions, or services performed; is that what you're
13 asking for, Mr. Ball; is that what you're trying to get at?

14 MR. BALL: Yes.

15 DISCOVERY COMMISSIONER: Job duties, --

16 MR. BALL: Yes.

17 DISCOVERY COMMISSIONER: -- functions, or services
18 performed. So that will be number 18, same thing for number 19. I think
19 that should be job duties, services, job functions performed for Mr.
20 Weinstein prior to May 1st, 2018.

21 I'm not sure what you're asking in number 20; I think it needs
22 to be more specific, Mr. Ball.

23 MR. BALL: Understood. See, and, again, the nature of this
24 case, we don't know exactly what Ms. Reddy did for Mr. Weinstein.

25 DISCOVERY COMMISSIONER: Well, this one asked for

1 Vijay's.

2 MR. BALL: And I know that's --

3 DISCOVERY COMMISSIONER: This one asked for Vijay
4 Reddy's business relationship. Did you mean to say Margaret Reddy in
5 number 20?

6 MR. BALL: I'm sorry. And I think we have -- you're right.
7 That's what I meant to say. No. I'm sorry. I meant Vijay Reddy is the
8 focus of this. And --

9 DISCOVERY COMMISSIONER: Okay.

10 MR. BALL: And we're just asking that that be described.

11 DISCOVERY COMMISSIONER: All right. Then it needs to
12 be -- I think it needs to be clear, and what I think that Defendant needs
13 to respond to is what was the nature of the business relationship; was
14 there -- was Vijay Reddy an employee, a partner, a co-stockholder, or
15 whatever the case may be, an employer, whatever the case may be,
16 employer, contractor. But it needs to perhaps say please state the
17 nature of the business relationship, and it needs to be what time period.

18 MR. BALL: It --

19 DISCOVERY COMMISSIONER: It needs to be defined as to
20 time period.

21 MR. BALL: And, Your Honor, I misstated that as a typo. It is
22 M. Reddy as well as V. Reddy. We have two sets. We're requesting
23 that for both of them.

24 DISCOVERY COMMISSIONER: Okay. So number 20
25 Defendant needs to respond as to what is the nature of the business

1 relationship with Mr. Weinstein for the period of 2008 to 2018.

2 MR. BALL: Thank you.

3 DISCOVERY COMMISSIONER: All right. Interrogatory
4 number 21, I think that this should be properly limited to 2018, Mr. Ball.
5 Why shouldn't that be limited to 2018?

6 MR. BALL: Again, Your Honor, our concern is that there's a
7 number of transactions that have gone over the course of over a
8 decade. There's documentation and court proceedings that show that,
9 and we want to get an entirety of how these parties worked together, not
10 only in this transaction, but in transactions reaching back because,
11 again, we believe --

12 DISCOVERY COMMISSIONER: Well --

13 MR. BALL: -- it was a --

14 DISCOVERY COMMISSIONER: No. I understand --

15 MR. BALL: -- a scheme and a fraud.

16 DISCOVERY COMMISSIONER: I understand reaching back.
17 I don't understand why you've asked through the -- payments through
18 the present time.

19 I think that -- I'm asking why shouldn't it be limited from
20 January 1st, 2008, to May 1st, 2018?

21 MR. BALL: Understood. We're fine with that, Your Honor.

22 DISCOVERY COMMISSIONER: Okay. So number 21 needs
23 to be modified to be through May 1st, 2018. It's overly broad as it's
24 written, but I think that it's appropriate to -- I think it needs to be
25 responded to without modification through May 1st, 2018.

1 I don't have a problem with how number 9 is written. What is
2 the -- what's the problem with this, Mr. Hejmanowski?

3 MR. HEJMANOWSKI: Hold on. Let me take a look at it. One
4 second, Your Honor.

5 Well, again, I mean, I would say -- you're asking over a ten-
6 year period what type of business you conducted or performed. I mean,
7 I think we could be more specific there, perhaps using your language,
8 you know, what job duties or services or something like that. But
9 business that you conducted or performed to me is very -- it's very
10 vague. What does that mean? I mean, did you, you know, run an
11 errand for Mr. Weinstein? Did you --

12 DISCOVERY COMMISSIONER: Okay.

13 MR. HEJMANOWSKI: -- submit paperwork? I mean, what
14 does it mean?

15 DISCOVERY COMMISSIONER: All right. Then I think that
16 we need to tailor that as well then. Number 9, business will be changed
17 to any job duties, functions, or services provided for, or performed for,
18 Mr. Weinstein.

19 And the same modification for number 10 -- and actually I'm
20 fine with how 10 is written 'cause it says relate to business you
21 conducted with, or performed for. I think that that should be any -- all
22 documents that concern or for or relate to any services you performed,
23 or provided, or conducted with Mr. Weinstein or any businesses
24 controlled, owned, or managed by Mr. Weinstein. And then I think that
25 should be responded to.

1 I don't think business dealings in number 14 -- I don't think
2 that that's overly broad. I think any -- that relate to your business --
3 business dealings isn't overly broad I don't think, so I'm okay with 14 as
4 written.

5 MR. HEJMANOWSKI: Okay.

6 DISCOVERY COMMISSIONER: I'm fine with 15 as written.

7 MR. HEJMANOWSKI: Okay.

8 DISCOVERY COMMISSIONER: I think 16 needs to be
9 tailored, and I think really 16 is probably included with number -- what is
10 it -- number 15? That can -- that should be any compensation -- all
11 documents that concern, refer, or relate to any compensation or
12 payments you received from David Weinstein from January 1st, 2008,
13 through December 31, 2018, and I think that should include any 1099s,
14 W-2s, paystubs or other evidence of payments.

15 And number 5, request for production number 5, should
16 similarly be compelled. I think --

17 MR. HEJMANOWSKI: Okay.

18 DISCOVERY COMMISSIONER: -- it goes to the claims and
19 defenses in this case.

20 MR. HEJMANOWSKI: All right.

21 DISCOVERY COMMISSIONER: All right. Going through --
22 now moving on to the motion to compel further responses from
23 Defendant Vijay Reddy, do we need to go through these as well, or are
24 these similar enough that we can just say that the same responses need
25 to be provided?

1 MR. BALL: I believe, Your Honor, that they're similar enough,
2 and if we have additional concerns, I think we can work through those.

3 DISCOVERY COMMISSIONER: I mean, I'm --

4 MR. HEJMANOWSKI: Yes, I would agree, Your Honor.

5 DISCOVERY COMMISSIONER: Okay. I'm happy to go
6 through them individually, but if you would -- if you think that you can -- I
7 mean, my -- or my decision's going to be the same as I just previously
8 stated in the other one. So, with that, if you want, we can go through
9 them individually or if you think you're -- have an understanding of the
10 Court's position, we can go forward without doing so.

11 MR. HEJMANOWSKI: Your Honor, this is Kevin
12 Hejmanowski. I think we can -- [poor audio quality - audio drops] --
13 doing so. We do have, I think, as the -- all the parties -- an issue that we
14 do need to address.

15 Presently Vijay Reddy's deposition is scheduled for tomorrow
16 at ten a.m., and based upon the Court's ruling here today that more
17 documents need to be provided, Mr. Reddy would, you know, certainly
18 only like to be deposed once, and his concern is that he's going to get
19 deposed tomorrow and then have to come back once all these
20 documents have been produced.

21 Based upon that, I think it would make sense to reschedule
22 the deposition a few weeks out, give us a chance to produce these
23 documents, because I think a lot of the deposition is going to hinge upon
24 these documents anyway, and I think it would make more sense to have
25 those produced before Mr. Reddy is deposed.

1 And I would also note, as Mr. Carbajal and I have discussed,
2 that the notice for Reddy's deposition does not specify the location or
3 how the deposition is going to be conducted. Certainly under the
4 Administrative Order, we would think -- and I think it's required -- that it
5 would be electronic means, but we need to iron that out as well. I mean,
6 we can do that certainly.

7 But I think the more pressing issue is that we now are required
8 to supplement our responses, and I think that the deposition should take
9 place after those responses have been supplemented.

10 DISCOVERY COMMISSIONER: Mr. Ball, would you like --

11 MR. BALL: Your Honor, if I could speak to that?

12 DISCOVERY COMMISSIONER: Is that Mr. Ball?

13 MR. BALL: Yes. Thank you.

14 DISCOVERY COMMISSIONER: Go ahead.

15 MR. BALL: It is. This is Zach Ball. You know, we set -- this
16 was originally set for hearing May 7th. We have a August discovery
17 cutoff. We had already had conversations regarding what to do with this
18 depo with counsel. We do --

19 DISCOVERY COMMISSIONER: Wasn't this --

20 MR. BALL: -- and have previously indicated we want --

21 DISCOVERY COMMISSIONER: Wasn't this referred back to
22 me from Judge Escobar or why --

23 MR. BALL: I don't know the history, Your Honor.

24 DISCOVERY COMMISSIONER: Okay. I don't recall -- I
25 don't --

1 MR. BALL: This --

2 DISCOVERY COMMISSIONER: I guess I don't know why this
3 was set and then continued to now; that's what I'm questioning, I guess.

4 MR. BALL: I can tell you that the Court requested that we
5 endeavor in another EDCR 2.34 call, which we did --

6 DISCOVERY COMMISSIONER: Okay.

7 MR. BALL: -- and have a declaration to that effect.

8 As to the deposition, we have already indicated that we want
9 to go forward. The scant production of documents that we've received
10 from Defendants we don't believe justifies holding off. However, we
11 would ask for an additional limited, very limited, scope as to any facts or
12 documents that come up after that.

13 We're on an August cutoff. We want to move this forward.
14 We've received, frankly, nothing but delay from the Defendants, and we
15 just want to -- our clients want this matter to go forward.

16 DISCOVERY COMMISSIONER: Well, I understand that, but
17 in light of --

18 MR. CARBAJAL: Your Honor, this is Attorney Hector
19 Carbajal. I'd like to address this, if I can.

20 DISCOVERY COMMISSIONER: Okay.

21 MR. CARBAJAL: There's been no scheduling order entered
22 in this case. There's no trial setting order. While I think that those things
23 were going to take place is a result of the COVID Administrative Orders.
24 This case, and the discovery for this case, has largely been stayed and
25 is going to be stayed through, I believe, July 1st, unless a further order's

1 entered extending that even further out.

2 So the deadline of August 7th is clearly something that I think
3 is in play here and is likely going to have to be moved given the impact
4 that the pandemic has had on this proceeding to date.

5 I would also note that, you know, I view the notice of
6 deposition for three of the Defendants that we all received on the same
7 date and which I wasn't consulted about scheduling to be defective in
8 that while they are noticed to be depositions that are being conducted
9 remotely, there's no call-in information, there's no log-in information, so
10 the time, place, and manner requirements for noticing a deposition have
11 not been met.

12 And, you know, frankly, I think that, you know, one of the
13 things that the Court must consider is, you know, either limiting or
14 restricting it to Mr. Reddy being deposed just this Friday and not being
15 deposed in the future, or if they're going to want to go over any of those
16 documents with him, that the deposition be rescheduled to permit that.
17 You know, I think that it's going to save everybody significant costs and
18 expense if we're not doing two of these depositions.

19 DISCOVERY COMMISSIONER: Well, that's exactly what I --

20 MR. CARBAJAL: And with that, I'll leave it to --

21 DISCOVERY COMMISSIONER: That's exactly what I was
22 going to say, Mr. Carbajal. If Plaintiff wants to go forward tomorrow,
23 that's fine, but understanding that I just recommended that the
24 Defendant provide additional information, if you would like to question
25 him regarding whatever additional information may be forthwith coming,

1 you'll need to continue the deposition. I'm not going to require he be
2 deposed twice when you know beforehand that there are more
3 depositions that should be -- I'm sorry -- more documents that should be
4 headed your way.

5 So Defendant -- I'm sorry. So Plaintiff can move forward
6 tomorrow and take his deposition tomorrow, but then you won't have the
7 opportunity to redepose him when new information is disclosed in
8 response to the motion today.

9 So --

10 MR. BALL: Understood.

11 DISCOVERY COMMISSIONER: -- how would you like to
12 proceed, Mr. Ball?

13 MR. BALL: Your Honor, we would like to go forward with
14 tomorrow's deposition.

15 DISCOVERY COMMISSIONER: And you understand that
16 you will not be able to reopen the deposition for new information based
17 on the production that's just been ordered today?

18 MR. BALL: As to that narrow issue, we do understand that,
19 Your Honor.

20 DISCOVERY COMMISSIONER: Okay.

21 MR. BALL: And if I could address the alleged defective
22 notices, this was -- counsel brought this up previously. We discussed
23 what the nature and format of that would be. The depo notices actually
24 state that the depo will be conducted remotely using audio-video
25 technology, and we'll get that information from the court reporter today.

1 DISCOVERY COMMISSIONER: Okay. All right. So --

2 MR. CARBAJAL: That was actually required to be included in
3 the notice.

4 DISCOVERY COMMISSIONER: Well, no one brought a --

5 MR. BALL: And that's the first time we're hearing this
6 objection.

7 DISCOVERY COMMISSIONER: And no one brought a
8 motion for protection before me on that issue, so if you can't work that
9 out, you'll have to -- you know, are you saying that you're not going to be
10 able to work that out, Mr. Carbajal?

11 MR. CARBAJAL: No, I'm not, Your Honor. I'm just saying
12 that the notice of deposition is defective in that it's not been addressed.
13 We don't know who to call in to or who to contact for purposes of a
14 deposition that's taking place tomorrow at ten a.m.

15 DISCOVERY COMMISSIONER: And he just said --

16 MR. BALL: Right.

17 DISCOVERY COMMISSIONER: -- that you will have that
18 information today.

19 MR. CARBAJAL: Understood.

20 DISCOVERY COMMISSIONER: All right. So the motion --
21 Plaintiff's motion to compel is granted. Again, Mr. Ball, if you would
22 please prepare the Report and Recommendation based on today's
23 hearing, pursuant to Administrative Order 20-10, that needs to be sent to
24 discoveryinbox@clarkcountycourts.us; discoveryinbox is all one word,
25 spelled out; clarkcountycourts is all one word, spelled out, courts is

1 plural, .us; please circulate that to all counsel for their review as to form
2 and content, and have that submitted within fourteen days to avoid a
3 contribution.

4 Anything else --

5 MR. BALL: We will do so, Your Honor.

6 One last --

7 DISCOVERY COMMISSIONER: Okay. Go ahead.

8 MR. BALL: Yes. One last issue. We had --

9 DISCOVERY COMMISSIONER: Who is this?

10 MR. BALL: We had requested fees and costs.

11 DISCOVERY COMMISSIONER: Is this Mr. Ball? Is this Mr.
12 Ball?

13 MR. BALL: This is Zach Ball.

14 DISCOVERY COMMISSIONER: Yes. Go ahead.

15 MR. BALL: We had requested fees in that as well; are those
16 granted?

17 DISCOVERY COMMISSIONER: No, they are not.

18 MR. BALL: Understood. Thank you, Your Honor.

19 DISCOVERY COMMISSIONER: Inasmuch as I found some
20 of the objections on the vague and ambiguousness of the language was
21 such that those were modified, and alternative relief was provided, I am
22 not going to grant the request for fees.

23 MR. BALL: Thank you, Your Honor.

24 DISCOVERY COMMISSIONER: All right. Thank you all.
25 Stay well, gentlemen, and have a great day.

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MR. CARBAJAL: Thanks, Your Honor.

MR. BALL: Thank you, Your Honor.

[Proceeding concluded at 11:18 a.m.]

* * * * *

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-video recording of this proceeding in the above-entitled case. Note that BlueJeans technical glitches may result in the audio/video distortion and/or dropped audio in the recording.



FRANCESCA HAAK
Court Recorder/Transcriber

Exhibit 30

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8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

| | |
|--|---------------------------|
| 10 MEDAPPEAL, LLC, An Illinois Limited |) Case No.: A-19-792836-C |
| Liability Company, |) |
| 11 Plaintiff, |) Dept. No.: XIV |
| 12 vs. |) |
| 13 DAVID WEINSTIEN, VIJAY REDDY, |) |
| MARGARET REDDY, MOHAN |) |
| 14 THALAMARLA, KEVIN BROWN, MAX |) |
| GLOBAL, INC., VISIONARY BUSINESS |) |
| 15 BROKERS LLC, MEDASSET |) |
| 16 CORPORATION, AND DOES 1-50, |) |
| 17 Defendants; |) |
| 18 |) |
| 19 |) |

20 **DEFENDANT MOHAN THALMARLA RESPONSES TO PLAINTIFF'S FIRST SET**
21 **OF INTERROGATORIES**

22 Defendant Mohan Thalmarla ("Defendant"), by and through his attorney of record,
23 Leah Martin Law, hereby responds to Plaintiff Medappeal, LLC's ("Plaintiff") First Set of
24 Interrogatories.

25 These responses and objections are not intended to be, and should not be interpreted
26 as, a waiver of any objection to the admissibility of any such information on the grounds of
27 privilege, work-product doctrine, hearsay, relevance or any other objection. Information
28 considered privileged or covered by the work-product doctrine will not be disseminated.

1 The inadvertent release of any information protected by any privilege or by the work-
2 product doctrine should not be construed as a waiver of that privilege or the work-product
3 doctrine.

4 **ANSWERS TO INTERROGATORIES**

5 **INTERROGATORY NO. 1:**

6 Identify by plaintiff's name, state of filing, name of court and case number all lawsuits
7 that have been filed against YOU since January 1, 2008. (For the purposes of this
8 Interrogatory, the term YOU includes Vijay Reddy and any entity that he owned, controlled or
9 managed.)

10 **RESPONSE TO INTERROGATORY NO. 1:**

11 None.

12 **INTERROGATORY NO. 2:**

13 Identify by name, address and phone number all persons or entities for whom you were
14 employed between January 1, 2008 and May 1, 2018.

15 **RESPONSE TO INTERROGATORY NO. 2:**

16 I have been self-employed from January 1, 2008 through May 1, 2018.

17 **INTERROGATORY NO. 3:**

18 Identify by name, address and phone number all persons or entities to whom you
19 worked as an independent contractor between January 1, 2008 and May 1, 2018.

20 **RESPONSE TO INTERROGATORY NO. 3:**

21 Please see Defendant's Response to Interrogatory No. 2.

22 **INTERROGATORY NO. 4:**

23 Identify by name, address and phone number all persons or entities that provided you
24 money or other compensation for services rendered to those persons or entities between
25 January 1, 2008 and May 1, 2018.

26 ////
27
28

1 **RESPONSE TO INTERROGATORY NO. 4:**

2 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
3 burdensome in that it asks defendant to provide identification and contact information for all
4 persons or entities over a ten-year period of time. Defendant further objects to this
5 interrogatory on the ground that it is not reasonably calculated to lead to the discovery of
6 admissible evidence. Notwithstanding Defendant's objections, Defendant responds as
7 follows: I have employees in over twenty countries and it would be extremely burdensome to
8 review all those records. Further, none of those records would have anything whatsoever to
9 do with the events of this lawsuit.

10 **INTERROGATORY NO. 5:**

11 Describe your business relationship with defendant David Weinstein.

12 **RESPONSE TO INTERROGATORY NO. 5:**

13 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
14 what "business relationship" means. Notwithstanding Defendant's objection, Defendant
15 responds as follows: None. I have never met, spoken to, emailed, texted, faxed, or otherwise
16 interacted with David Weinstein.

17 **INTERROGATORY NO. 6:**

18 Describe your business relationship with defendant Kevin Brown.

19 **RESPONSE TO INTERROGATORY NO. 6:**

20 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
21 what "business relationship" means. Notwithstanding Defendant's objection, Defendant
22 responds as follows: None. I have never met, spoken to, emailed, texted, faxed, or otherwise
23 interacted with Kevin Brown. I was completely unaware of Kevin Brown's existence until I
24 was served with this lawsuit.

25 ////

1 **INTERROGATORY NO. 7:**

2 Describe your business relationship with Tannenbaum & Milask.

3 **RESPONSE TO INTERROGATORY NO. 7:**

4 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
5 what "business relationship" means. Notwithstanding Defendant's objection, Defendant
6 responds as follows: None. I have never met, spoken to, emailed, texted, faxed, or otherwise
7 interacted with Tannenbaum & Milask. I was completely unaware of Tannenbaum & Milask's
8 existence until I was served with this lawsuit.

9 **INTERROGATORY NO. 8:**

10 Describe your business relationship with defendant Visionary Business Brokers.

11 **RESPONSE TO INTERROGATORY NO. 8:**

12 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
13 what "business relationship" means. Notwithstanding Defendant's objection, Defendant
14 responds as follows: None. I have never met, spoken to, emailed, texted, faxed, or otherwise
15 interacted with Visionary Business Brokers. I was completely unaware of Visionary Business
16 Brokers' existence until I was served with this lawsuit.

17 **INTERROGATORY NO. 9:**

18 Describe the circumstances surrounding the transfer of \$325,000 from defendant
19 Margaret Reddy to you and Max Global.

20 **RESPONSE TO INTERROGATORY NO. 9:**

21 Defendant objects to this interrogatory on the ground that it is not reasonably calculated
22 to lead to the discovery of admissible evidence. Notwithstanding Defendant's objection,
23 Defendant responds as follows: This was a private transaction in 2017, which is before the
24 2018 events at issue in this lawsuit.

25 **INTERROGATORY NO. 10:**

26 Describe the circumstances surrounding the transfer of \$330,000 from you to defendant
27 Vijay Reddy.

28

1 **RESPONSE TO INTERROGATORY NO. 10:**

2 I did not transfer \$330,000 to Vijay Reddy.

3 **INTERROGATORY NO. 11:**

4 State all facts that support your denial of the allegation contained in paragraph 16 of
5 Plaintiff's First Amended Complaint that "Brown sold the business opportunities on behalf of
6 . . . defendant V. Reddy."

7 **RESPONSE TO INTERROGATORY NO. 11:**

8 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
9 burdensome in that it requests "all facts," which is an impossible standard to satisfy. To the
10 extent that this interrogatory would invade upon the attorney-client privilege and/or work
11 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
12 premature as discovery is ongoing.

13 **INTERROGATORY NO. 12:**

14 State all facts that support your denial of the allegation contained in paragraph 46 of
15 Plaintiff's First Amended Complaint that "the allegations contained in the Holmes matter are
16 remarkably similar to the allegations asserted against Defendants in this action. The plaintiff
17 alleged that V. Reddy 'represented to Plaintiff that he would sell Plaintiff bundles of medical
18 billing contracts.' (Ex. 3, ¶ 7.) The plaintiff further alleged that after several months, his
19 purchase had not generated any revenues. (Ex. 3, ¶ 13.)"

20 **RESPONSE TO INTERROGATORY NO. 12:**

21 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
22 burdensome in that it requests "all facts," which is an impossible standard to satisfy. To the
23 extent that this interrogatory would invade upon the attorney-client privilege and/or work
24 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
25 premature as discovery is ongoing.

26 ////

1 **INTERROGATORY NUMBER 13:**

2 State all facts that support your denial of the allegation contained in paragraph 47 of
3 Plaintiff's First Amended Complaint that "[a]ccording to the complaint, V. Reddy made
4 representations as to the number of client accounts and revenue the plaintiff would receive.
5 The plaintiff also alleged V. Reddy made multiple serious misrepresentations and omissions
6 to induce the sale. As a result of this lawsuit, V. Reddy was ordered to pay the Holmes plaintiff
7 an amount equal to or greater than \$200,000."

8 **RESPONSE TO INTERROGATORY NO. 13:**

9 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
10 burdensome in that it requests "all facts," which is an impossible standard to satisfy. To the
11 extent that this interrogatory would invade upon the attorney-client privilege and/or work
12 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
13 premature as discovery is ongoing.

14 **INTERROGATORY NUMBER 14:**

15 Identify by buyer's name, address and phone number all business packages you sold
16 on behalf of or in conjunction with defendant David Weinstein as alleged in paragraph 52 of
17 Plaintiff's First Amended Complaint and admitted in paragraph 28 of your answer to Plaintiff's
18 First Amended Complaint.

19 **RESPONSE TO INTERROGATORY NO. 14:**

20 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
21 what "business packages" means. Notwithstanding Defendant's objection, Defendant
22 responds as follows: I have never spoken to David Weinstein or sold anything on his behalf.

23 **INTERROGATORY NUMBER 15:**

24 State all facts that support your denial of the allegation contained in paragraph 53 of
25 Plaintiff's First Amended Complaint that "[s]ince 2016, V. Reddy sold or was involved in the
26 sale of the same or similar business packages to: Camile Batiste, Nadeem Fatmi, Steven Sami,
27 Gerson Benoit and Desiree Cortes, Paul Volen, Michael Bradley, Craig Sylverston, and
28 Kalpana Dugar. V. Reddy never successfully fulfilled any of the contracts as agreed to with

1 these individuals.”

2 **RESPONSE TO INTERROGATORY NO. 15:**

3 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
4 burdensome in that it requests “all facts,” which is an impossible standard to satisfy. To the
5 extent that this interrogatory would invade upon the attorney-client privilege and/or work
6 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
7 premature as discovery is ongoing.

8 **INTERROGATORY NUMBER 16:**

9 State all facts that support your denial of the allegations contained in paragraph 54 of
10 Plaintiff’s First Amended Complaint that “[a]ll of the above listed individuals complained to
11 V. Reddy about his inability to perform, their financial loss due to his misrepresentations, and
12 some threatened to take legal action.”

13 **RESPONSE TO INTERROGATORY NO. 16:**

14 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
15 burdensome in that it requests “all facts,” which is an impossible standard to satisfy. To the
16 extent that this interrogatory would invade upon the attorney-client privilege and/or work
17 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
18 premature as discovery is ongoing.

19 **INTERROGATORY NUMBER 17:**

20 State all facts that support your denial of the allegations contained in paragraph 55 of
21 Plaintiff’s First Amended Complaint that “at no point did V. Reddy disclose to Plaintiff the
22 vested interest and financial relationship he and his wife, Margaret Reddy, had with Weinstein.
23 At all times, V. Reddy passed himself off as a business reference and longtime satisfied
24 customer.”

25 ////

1 **RESPONSE TO INTERROGATORY NO. 17:**

2 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
3 burdensome in that it requests "all facts," which is an impossible standard to satisfy. To the
4 extent that this interrogatory would invade upon the attorney-client privilege and/or work
5 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
6 premature as discovery is ongoing.

7 **INTERROGATORY NUMBER 18:**

8 Describe your business relationship with defendant Vijay Reddy.

9 **RESPONSE TO INTERROGATORY NO. 18:**

10 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
11 what "business relationship" means. Notwithstanding Defendant's objection, Defendant
12 responds as follows: I do not do business with Vijay Reddy.

13 **INTERROGATORY NUMBER 19:**

14 Describe your business relationship with defendant Margaret Reddy.

15 **RESPONSE TO INTERROGATORY NO. 19:**

16 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
17 what "business relationship" means. Notwithstanding Defendant's objection, Defendant
18 responds as follows: I do not do business with Margaret Reddy.

19 DATED this ____ day of February, 2020.

20 LEAH MARTIN LAW

21
22
23 Leah A. Martin, Esq.
24 Nevada Bar No. 7982
25 Amber D. Scott, Esq.
26 Nevada Bar No. 14061
27 3100 W Sahara Ave. Ste. 202
28 Las Vegas, Nevada 89102
Attorneys for Defendants

VERIFICATION

MOHAN THALMARLA, under penalty of perjury under the laws of the State of Nevada, makes the following declarations: that he has read the foregoing INTERROGATORIES TO DEFENDANT MOHAN THALMARLA – SET ONE to which this verification is attached and knows the contents thereof; and that the same are true to the best of his knowledge and belief.

DATED this _____ day of January, 2020.



Mohan Thalmara

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CERTIFICATE OF SERVICE

I hereby certify that on the ____ day of January, 2020, the foregoing **DEFENDANT MOHAN THALMARLA'S RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES** was served via the Odyssey E-File & Serve system, to the following:

Jay Freedman, Esq.
11700 W. Charleston Blvd. Ste. 170-357
Las Vegas, NV 89135
Telephone: (702) 342-5425
Facsimile: (702) 475-6455
jay@jayfreedmanlaw.com
Attorney for Plaintiff

On behalf of LEAH MARTIN LAW

Exhibit 31

Stewart H. Hines
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

MEDAPPEAL LLC,

Plaintiff(s),

v.

CASE NO. A-19-792836-C
DEPT NO. XIV

DAVID WEINSTEIN, et al.,

Defendant(s).

HEARING DATE: June 25, 2020
HEARING TIME: 9:30 a.m.

ORDER

RE: DISCOVERY COMMISSIONER'S
REPORT AND RECOMMENDATIONS

The Court, having reviewed the above report and recommendations prepared by the
Discovery Commissioner and,

____ No timely objection having been filed,

J. E. Hines
After reviewing the objections to the Report and Recommendations and good cause
appearing,

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AND

IT IS HEREBY ORDERED the Discovery Commissioner's Report and
Recommendations are affirmed and adopted.

IT IS HEREBY ORDERED the Discovery Commissioner's Report and
Recommendations are affirmed and adopted as modified in the following manner.
(attached hereto)

IT IS HEREBY ORDERED this matter is remanded to the Discovery Commissioner for
reconsideration or further action.

9 IT IS HEREBY ORDERED that a hearing on the Discovery Commissioner's Report is
set for August 27, 2020, at 9: 30 a.m.

DATED this 5th day of August, 2020

Dated this 5th day of August, 2020

Adriana Escobar

DISTRICT COURT JUDGE
~~800 942 6300~~
Adriana Escobar
District Court Judge



DCCR
Zachary T. Ball, Esq.
Nevada Bar No. 8364
THE BALL LAW GROUP
1707 Village Center Circle, Suite 140
Las Vegas, Nevada 89134
Telephone: (702) 303-8600
Email: zball@balllawgroup.com
Attorney for *Plaintiff*

DISTRICT COURT
CLARK COUNTY, NEVADA

MEDAPPEAL, LLC, An Illinois Limited
Liability Company,

Plaintiff,

vs.

DAVID WEINSTEIN, VIJAY REDDY,
MARGARET REDDY, MOHAN
THALMARLA, KEVIN BROWN, MAX
GLOBAL, INC., VISIONARY BUSINESS
BROKERS LLC, MEDASSET
CORPORATION, and DOES 1-50

Defendants.

Case No.: 19-A-792836-C

Dept. No.: 14

**DISCOVERY COMMISSIONER'S
REPORT AND RECOMMENDATIONS**

DISCOVERY COMMISSIONER'S REPORT AND RECOMMENDATIONS

Date of Hearing: June 25, 2020

Time of Hearing: 9:30 a.m.

Attorney for Plaintiff: Zachary Ball

Attorney for Defendants: Kevin Hejmanowski

I.

FINDINGS

1. Plaintiff served Interrogatories and Requests for Production on defendants Vijay Reddy and Margaret Reddy.
2. Defendants served Responses to Plaintiff's Interrogatories and Requests for Production in which they provided substantive responses to some discovery requests and refused to provide substantive responses to some discovery requests based on their assertion of objections.
3. Plaintiff believed that Defendants' objections were improper and that some of their substantive responses were incomplete. Plaintiff attempted to informally resolve its concerns about Defendants' objections and discovery responses but was not able to do so.
4. Plaintiff filed Motions to Compel Further Responses from Defendants.
5. Plaintiff properly attempted to resolve its dispute with Defendants prior to filing its Motions to Compel Further Responses.

II.

RECOMMENDATIONS

1. Plaintiff's Motion to Compel Further Responses from defendant Vijay Reddy should be granted.
2. Plaintiff's Motion to Compel Further Responses from defendant Margaret Reddy should be granted.
3. Plaintiff's request for attorneys' fees pursuant to Rule 37 of the Nevada Rules of Civil Procedure should be denied.
4. Defendant Margaret Reddy should be required to provide further responses to Interrogatory Numbers 2 and 3 concerning her employment by defendant David Weinstein or any entity owned by defendant Weinstein, and provide a name, address, phone number and dates of employment for each of Weinstein's entities that employed her.

5. Defendant Margaret Reddy should be required to provide a further response to Interrogatory Number 10 by providing the nature and purpose of the \$325,000 transfer from her to defendants Mohan Thalmara and Max Global.
6. Defendant Margaret Reddy should be required to provide further responses to Interrogatory Numbers 5, 12, 13, 14, 15, 16 and 17. Reddy is required to provide any factual information that she has in her possession and provide the facts upon which she is relying to support her denial of the allegations discussed in these Interrogatories.
7. Defendant Margaret Reddy should be required to provide further responses to Interrogatory Numbers 18 and 19, and should identify any job duties, job functions or services she performed for defendant Weinstein prior to May 1, 2018.
8. Defendant Margaret Reddy should be required to provide a further response to Interrogatory Number 20 as revised during the hearing. Reddy should identify the nature of her business relationship with defendant David Weinstein and define the time period of the relationship.
9. Defendant Margaret Reddy should be required to provide a further response to Interrogatory Number 21 as revised during the hearing. Reddy should respond to the Interrogatory from January 1, 2008 through May 1, 2018.
10. Defendant Margaret Reddy should be required to provide a further response to Request for Production Number 9. She should be required to produce documents the concern her job duties, job functions, services she performed for defendant David Weinstein or services she provided for Weinstein from January 1, 2008 to May 1, 2018.
11. Defendant Margaret Reddy should be required to provide further responses to Requests for Production Numbers 10, 14 and 15 as written, and produce responsive documents.
12. Defendant Margaret Reddy should be required to provide a further response to Request for Production Number 16, and to produce responsive documents from January 1, 2008 through May 1, 2018.
13. Defendant Margaret Reddy should be required to provide a further response to Request for Production Number 5, and to produce responsive documents.

14. Defendant Vijay Reddy should be required to provide a further response to Interrogatory Number 4, and should be required to provide a substantive response concerning money or other compensation he received from David Weinstein or any entity owned or controlled by David Weinstein from January 1, 2008 to May 1, 2018.
15. Defendant Vijay Reddy should be required to provide a further response to Interrogatory Number 5, and identify by name, address and phone number, to the extent possible, all persons or entities for whom he provided training services between January 1, 2008 and May 1, 2018.
16. Defendant Vijay Reddy should be required to provide further responses to Interrogatory Numbers 7 and 8, as revised during the hearing. Reddy should identify the nature of his business relationships with defendants David Weinstein and Kevin Brown and define the time period of the relationships.
17. Defendant Vijay Reddy should be required to provide a further response to Interrogatory Numbers 9 and 10, and identify the blocks of accounts and business packages that he purchased from defendant David Weinstein from January 1, 2008 to May 1, 2018.
18. Defendant Vijay Reddy should be required to provide a further response to Interrogatory Number 11, and identify by full name, address and phone number, to the extent possible, all individuals who complained to him about business that they purchased from David Weinstein and/or Kevin Brown from January 1, 2008 to May 1, 2018.
19. Defendant Vijay Reddy should be required to provide a further response to Interrogatory Number 13, and provide a substantive response.
20. Defendant Vijay Reddy should be required to provide further responses to Interrogatory Numbers 15 and 16, as revised during the hearing. Reddy should identify the nature of his business relationships with defendant Visionary Business Brokers and Tannenbaum & Milask and define the time period of the relationships.
21. Defendant Vijay Reddy should be required to provide further responses to Interrogatory Numbers 19-25. Reddy is required to provide any factual information that he has in his

1 possession and provide the facts upon which he is relying to support his denial of the
2 allegations discussed in these Interrogatories.

3 22. Defendant Vijay Reddy should be required to provide a further response to Request for
4 Production Number 3, and to produce responsive documents.

5 23. Defendant Vijay Reddy should be required to provide a further responses to Request for
6 Production Numbers 5 and 6, and to produce responsive documents from January 1, 2008
7 to May 1, 2018.

8 24. Defendant Vijay Reddy should be required to provide a further response to Request for
9 Production Number 7, and to produce responsive documents.

10 25. Defendant Vijay Reddy should be required to provide further responses to Request for
11 Production Numbers 12-15, and to produce responsive documents that identify any job
12 duties, job functions, services he performed for or services he provided to defendants David
13 Weinstein, Kevin Brown or any entities Weinstein or Brown owned or controlled from
14 January 1, 2008 to May 1, 2018.

15 26. Defendant Vijay Reddy should be required to provide a further response to Request for
16 Production Number 25 as written, and to produce responsive documents.

17 27. Defendant Vijay Reddy should be required to provide further responses to Requests for
18 Production Numbers 26, 27, 29 and 30 as revised during the hearing, and to produce
19 responsive documents from January 1, 2008 to May 1, 2018.

20 28. Defendant Vijay Reddy should be required to provide a further response to Request for
21 Production Number 28, as revised during the hearing, and to produce responsive
22 documents.

23 29. Defendants Margaret Reddy and Vijay Reddy should be required to provide further
24 responses to Plaintiff's Interrogatories and Requests for Production, and to produce
25 responsive documents, within 14 days of the date the Court approves of this Report and
26 Recommendation.

27 ///

1 The Discovery Commissioner met with counsel for the parties telephonically, having
2 discussed the issues noted above and having reviewed any materials proposed in support thereof,
3 hereby submits the above recommendations.

4 DATED this 9th day of July, 2020.

5
6 
7 DISCOVERY COMMISSIONER

8
9 Submitted by:

10 THE BALL LAW GROUP

11 /s/ Zachary T. Ball, Esq.

12 Zachary T. Ball, Esq.
13 Nevada Bar No. 8364
14 1707 Village Center Circle, Suite 140
15 Las Vegas, Nevada 89134
16 Attorney for Plaintiff

17
18
19 Approved as to form and content by :

20
21 /s/ Kevin Hejmanowski

22 Kevin Hejmanowski
23 Nevada Bar No. 10612
24 3100 W. Sahara Ave., Suite 202
25 Las Vegas, NV 89102
26 702-420-2733
27 Attorney for Vijay Reddy, Margaret
28 Reddy, Max Global, Inc. and
Mohan Thalmarla

THE BALL LAW GROUP
1707 Village Center Circle, Suite 140
Las Vegas, Nevada 89134
(702) 303-5606

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4 **NOTICE**

5 Pursuant to NRCP 16.3(c)(2), you are hereby notified that within fourteen (14) days after being
6 served with a report any party may file and serve written objections to the recommendations.
7 Written authorities may be filed with objections, but are not mandatory. If written authorities
8 are filed, any other party may file and serve responding authorities within seven (7) days after
9 being served with objections.

10 **Objection time will expire on July 28 2020.**

11 A copy of the foregoing Discovery Commissioner's Report was:

12 _____ Mailed to Plaintiff/Defendant at the following address on the _____ day of
13 _____ 2020:

14
15 ✓
16 ✓ Electronically filed and served counsel on July 14, 2020, Pursuant to
17 N.E.F.C.R. Rule 9.

18
19
20 By Tia Hensley
21 COMMISSIONER DESIGNEE
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1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
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5
6 Medappeal LLC, Plaintiff(s)

CASE NO: A-19-792836-C

7 vs.

DEPT. NO. Department 14

8 David Weinstein, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 8/5/2020

| | |
|----------------------|------------------------------|
| 15 Zachary Takos | zach@takoslaw.com |
| 16 Hector Carbajal | hector@claw.vegas |
| 17 Leah Martin | lmartin@leahmartinlv.com |
| 18 Leah Martin Law | information@leahmartinlv.com |
| 19 Katie Erickson | katie@takoslaw.com |
| 20 Brittany Friedman | brittany@claw.vegas |
| 21 Steven Hart | steven@takoslaw.com |
| 22 Zachary Ball | zball@balllawgroup.com |

23
24 If indicated below, a copy of the above mentioned filings were also served by mail
25 via United States Postal Service, postage prepaid, to the parties listed below at their last
26 known addresses on 8/6/2020
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Hector Carbajal

Carbajal Law
Hector Carbajal, Esq
10001 Park Run Dr
Las Vegas, NV, 89145

Leah Martin

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c/o: Leah A. Martin
3100 W. Sahara Ave., Suite 202
Las Vegas, NV, 89102

Leah Martin

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Leah Martin

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Exhibit 32

1 Leah Martin, Esq.
Nevada Bar No. 7982
2 Kevin Hejmanowski, Esq.
Nevada Bar No. 10612
3 LEAH MARTIN LAW
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4 Las Vegas, Nevada 89102
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5 Facsimile: (702) 330-3235
lmartin@leahmartinlv.com
6 khejmanowski@leahmartinlv.com
Attorneys for Defendants

7
8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 MEDAPPEAL, LLC, An Illinois Limited) Case No.: A-19-792836-C
Liability Company,)
11 Plaintiff,) Dept. No.: XIV
12 vs.)
13 DAVID WEINSTIEN, VIJAY REDDY,)
MARGARET REDDY, MOHAN)
14 THALAMARLA, KEVIN BROWN, MAX)
GLOBAL, INC., VISIONARY BUSINESS)
15 BROKERS LLC, MEDASSET)
16 CORPORATION, AND DOES 1-50,)
17 Defendants;)
18)

19 **DEFENDANT MARGARET REDDY'S SUPPLEMENTAL RESPONSES TO**
20 **PLAINTIFF'S FIRST SET OF INTERROGATORIES**

21 Defendant Margaret Reddy ("Defendant"), by and through her attorney of record,
22 Leah Martin Law, hereby supplements her responses (**in bold**) to Plaintiff Medappeal, LLC's
23 ("Plaintiff") First Set of Interrogatories.

24 These responses and objections are not intended to be, and should not be interpreted
25 as, a waiver of any objection to the admissibility of any such information on the grounds of
26 privilege, work-product doctrine, hearsay, relevance or any other objection. Information
27 considered privileged or covered by the work-product doctrine will not be disseminated.
28

1 The inadvertent release of any information protected by any privilege or by the work-
2 product doctrine should not be construed as a waiver of that privilege or the work-product
3 doctrine.

4 **ANSWERS TO INTERROGATORIES**

5 **INTERROGATORY NO. 1:**

6 Identify by plaintiff's name, state of filing, name of court and case number all
7 lawsuits that have been filed against YOU since January 1, 2008. (For the purposes of this
8 Interrogatory, the term YOU includes Margaret Reddy and any entity that she owned,
9 controlled or managed.)

10 **RESPONSE TO INTERROGATORY NO. 1:**

11 None.

12 **INTERROGATORY NO. 2:**

13 Identify by name, address and phone number all persons or entities for whom you
14 were employed between January 1, 2008 and May 1, 2018.

15 **RESPONSE TO INTERROGATORY NO. 2:**

16 I do not have the addresses and phone numbers for my previous employers. I have
17 worked for Optum (a division of United Health Group) and Bank of America. I currently
18 work for a pension planning company. I object to providing my current employer's name
19 and contact information as I do not want Plaintiff to spread rumors to my current employer,
20 or jeopardize my employment. It has come to my attention that Plaintiff has already
21 attempted to interfere with Mr. Weinstein's businesses. I have worked for David Weinstein's
22 company.

23 I was employed by Tannenbaum & Milask from early 2016 until April 30, 2018,
24 as an independent contractor (1099 employee). Tannenbaum & Milask's phone
25 number is 800-691-1722 and its address is 125 East Harmon Ave., Unit 322, Las Vegas,
26 Nevada 89109.

27 **INTERROGATORY NO. 3:**

28 Identify by name, address and phone number all persons or entities to whom you

1 worked as an independent contractor between January 1, 2008 and May 1, 2018.

2 **RESPONSE TO INTERROGATORY NO. 3:**

3 I have worked for David Weinstein's company.

4 **Please see Response to Interrogatory No. 2.**

5 **INTERROGATORY NO. 4:**

6 Identify by name, address and phone number all persons or entities that provided you
7 money or other compensation for services rendered to those persons or entities between
8 January 1, 2008 and May 1, 2018.

9 **RESPONSE TO INTERROGATORY NO. 4:**

10 Please see Defendant's Response to Interrogatory No. 2.

11 **INTERROGATORY NO. 5:**

12 State all facts upon which you based your belief that Medasset Corporation was
13 capable of honoring its contract with Liberty Consulting & Management Services, LLC at the
14 time the contract was executed in May of 2018.

15 **RESPONSE TO INTERROGATORY NO. 5:**

16 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
17 burdensome as it asks for "all facts," which is an impossible standard to satisfy. To the
18 extent that this interrogatory would invade upon the attorney-client privilege and/or work
19 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
20 premature as discovery is ongoing.

21 **I have never seen the contract between Medasset and the Plaintiff.**

22 **INTERROGATORY NO. 6:**

23 Describe your business relationship with defendant David Weinstein.

24 **RESPONSE TO INTERROGATORY NO. 6:**

25 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
26 what "business relationship" means. Notwithstanding Defendant's objection, Defendant
27 responds as follows: I was an independent contractor for David's company.

28 ////

1 **INTERROGATORY NO. 7:**

2 Describe your business relationship with defendant Kevin Brown.

3 **RESPONSE TO INTERROGATORY NO. 7:**

4 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
5 what "business relationship" means. Notwithstanding Defendant's objection, Defendant
6 responds as follows: None.

7 **INTERROGATORY NO. 8:**

8 Describe your business relationship with Tannenbaum & Milask.

9 **RESPONSE TO INTERROGATORY NO. 8:**

10 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
11 what "business relationship" means. Notwithstanding Defendant's objection, Defendant
12 responds as follows: I was an independent contractor for the company.

13 **INTERROGATORY NO. 9:**

14 Describe your business relationship with defendant Visionary Business Brokers.

15 **RESPONSE TO INTERROGATORY NO. 9:**

16 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
17 what "business relationship" means. Notwithstanding Defendant's objection, Defendant
18 responds as follows: None.

19 **INTERROGATORY NO. 10:**

20 Describe the circumstances surrounding the transfer of \$325,000 from you to
21 defendants Mohan Thalmarla and Max Global.

22 **RESPONSE TO INTERROGATORY NO. 10:**

23 Defendant objects to this interrogatory on the ground that it is not reasonably
24 calculated to lead to the discovery of admissible evidence. Notwithstanding Defendant's
25 objection, Defendant responds as follows: The transfer of \$325,000 from me to Mohan
26 Thalmarla and Max Global was a private transaction in 2017, before the events which are the
27 subject of this lawsuit, and that transaction has nothing to do with this lawsuit.

28 **My husband's uncle offered us an opportunity to invest in their chrome mining**

1 project in Africa. He indicated we could get a better return on investment than
2 investing in the stock market in the United States. After reviewing the project, I
3 accepted his offer. The money was transferred as an investment opportunity. None of
4 the Plaintiff's money is represented in the \$325,000 transfer.

5 **INTERROGATORY NO. 11:**

6 Describe the circumstances surrounding the transfer of \$330,000 from defendant
7 Mohan Thalmarla to defendant Vijay Reddy.

8 **RESPONSE TO INTERROGATORY NO. 11:**

9 The transfer was made to me, not Vijay Reddy. It was a loan so I could purchase my
10 current home.

11 **INTERROGATORY NO. 12:**

12 State all facts that support your denial of the allegation contained in paragraph 16 of
13 Plaintiff's First Amended Complaint that "Brown sold the business opportunities on behalf of
14 . . . defendant V. Reddy."

15 **RESPONSE TO INTERROGATORY NO. 12:**

16 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
17 burdensome in that it asks for "all facts," which is an impossible standard to satisfy. To the
18 extent that this interrogatory would invade upon the attorney-client privilege and/or work
19 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
20 premature as discovery is ongoing.

21 The complete paragraph 16 states that "Since at least 2016, Brown has sold the
22 same or similar business opportunity through VBB or Tannenbaum & Milask, a New
23 Jersey brokerage company owned by defendant Weinstein. Depending upon the time
24 and victim, Brown sold the business opportunities on behalf of either defendant
25 Weinstein or defendant V. Reddy." To be clear, Brown sold "medical appeals and
26 medical credentialing services" to the Plaintiff on behalf of David Weinstein. Brown
27 sold answering services and a debt collection business on behalf of Vijay Reddy.
28 Answering services and debt collection services are not "similar or the same" as a

1 **medical credentialing and medical appeals services.**

2 **INTERROGATORY NUMBER 13:**

3 State all facts that support your denial of the allegation contained in paragraph 46 of
4 Plaintiff's First Amended Complaint that "the allegations contained in the Holmes matter are
5 remarkably similar to the allegations asserted against Defendants in this action. The plaintiff
6 alleged that V. Reddy 'represented to Plaintiff that he would sell Plaintiff bundles of medical
7 billing contracts.' (Ex. 3, ¶ 7.) The plaintiff further alleged that after several months, his
8 purchase had not generated any revenues. (Ex. 3, ¶ 13.)"

9 **RESPONSE TO INTERROGATORY NO. 13:**

10 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
11 burdensome in that it asks for "all facts," which is an impossible standard to satisfy. To the
12 extent that this interrogatory would invade upon the attorney-client privilege and/or work
13 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
14 premature as discovery is ongoing.

15 **I was not a defendant in the Holmes matter and never read any of the legal**
16 **filings in that case. It is my understanding the allegations were false and that the judge**
17 **determined there was no fraud on Vijay Reddy's part. Mr. Holmes also bought medical**
18 **billing (not medical appeals and credentialing) and outsourced all work to a third**
19 **party. My recollection is that the third party was assigned approximately 40 billing**
20 **clients over six months and stole the money that should have been paid to Mr. Holmes.**
21 **If Mr. Holmes did not generate any revenues, it was because of his lack of oversight of**
22 **the third party he hired to do his billing. Furthermore, Mr. Holmes bought a medical**
23 **marketing system so he could bring in his own clients and not "bundles of medical**
24 **billing contracts."**

25 **INTERROGATORY NUMBER 14:**

26 State all facts that support your denial of the allegation contained in paragraph 47 of
27 Plaintiff's First Amended Complaint that "[a]ccording to the complaint, V. Reddy made
28 representations as to the number of client accounts and revenue the plaintiff would receive.

1 The plaintiff also alleged V. Reddy made multiple serious misrepresentations and omissions
2 to induce the sale. As a result of this lawsuit, V. Reddy was ordered to pay the Holmes
3 plaintiff an amount equal to or greater than \$200,000."

4 **RESPONSE TO INTERROGATORY NO. 14:**

5 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
6 burdensome as it asks for "all facts," which is an impossible standard to satisfy. To the
7 extent that this interrogatory would invade upon the attorney-client privilege and/or work
8 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
9 premature as discovery is ongoing.

10 **I do not know what representations were made. I do not know what the plaintiff**
11 **alleged. I did not read any of the legal filings from that time. I was not involved in that**
12 **business. The judge determined there was no fraud.**

13 **INTERROGATORY NUMBER 15:**

14 State all facts that support your denial of the allegation contained in paragraph 53 of
15 Plaintiff's First Amended Complaint that "[s]ince 2016, V. Reddy sold or was involved in the
16 sale of the same or similar business packages to: Camile Batiste, Nadeem Fatmi, Steven
17 Sami, Gerson Benoit and Desiree Cortes, Paul Volen, Michael Bradley, Craig Sylverston,
18 and Kalpana Dugar. V. Reddy never successfully fulfilled any of the contracts as agreed to
19 with these individuals."

20 **RESPONSE TO INTERROGATORY NO. 15:**

21 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
22 burdensome as it asks for "all facts," which is an impossible standard to satisfy. To the
23 extent that this interrogatory would invade upon the attorney-client privilege and/or work
24 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
25 premature as discovery is ongoing.

26 **I do not know any of these people or the specifics of what they bought, or in**
27 **what quantities. I have never spoken, texted, faxed, emailed, called, negotiated with,**
28 **represented to, or otherwise interacted with any of these people in any capacity. I**

1 heard about Steve Sami because he threatened my husband and Mr. Weinstein. I did
2 not work for Vijay Reddy to do any marketing or sales work for any of these people.
3 My understanding is that all of these people bought an answering service business. The
4 Plaintiff in this case bought a medical appeals and medical credentialing business,
5 which is neither similar or the same as an answering services business.

6 **INTERROGATORY NUMBER 16:**

7 State all facts that support your denial of the allegations contained in paragraph 54 of
8 Plaintiff's First Amended Complaint that "[a]ll of the above listed individuals complained to
9 V. Reddy about his inability to perform, their financial loss due to his misrepresentations,
10 and some threatened to take legal action."

11 **RESPONSE TO INTERROGATORY NO. 16:**

12 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
13 burdensome as it asks for "all facts," which is an impossible standard to satisfy. To the
14 extent that this interrogatory would invade upon the attorney-client privilege and/or work
15 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
16 premature as discovery is ongoing.

17 I am unaware of any complaints from any of these people. Vijay Reddy did not
18 share them with me. To my knowledge, none of these people have taken any legal
19 action.

20 **INTERROGATORY NUMBER 17:**

21 State all facts that support your denial of the allegations contained in paragraph 55 of
22 Plaintiff's First Amended Complaint that "at no point did V. Reddy disclose to Plaintiff the
23 vested interest and financial relationship he and his wife, Margaret Reddy, had with
24 Weinstein. At all times, V. Reddy passed himself off as a business reference and longtime
25 satisfied customer."

26 **RESPONSE TO INTERROGATORY NO. 17:**

27 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
28 burdensome as it asks for "all facts," which is an impossible standard to satisfy. To the

1 extent that this interrogatory would invade upon the attorney-client privilege and/or work
2 product doctrine, Defendant would further object to this interrogatory. This interrogatory is
3 premature as discovery is ongoing.

4 **I was not on the call between Vijay Reddy and Plaintiff. I have no idea what was**
5 **disclosed. The last check that I received from David Weinstein's company was at the**
6 **end of April 2018, for work previously completed. Plaintiff signed its contract and sent**
7 **it its initial deposit in May 2018. Therefore, there was no longer a vested interest or**
8 **financial relationship for either myself or Vijay Reddy at the time that Plaintiff signed**
9 **its contract.**

10 **INTERROGATORY NUMBER 18:**

11 Describe any work that you performed for David Weinstein prior to May 1, 2018.

12 **RESPONSE TO INTERROGATORY NO. 18:**

13 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
14 burdensome as it requests any work prior to 2018. Defendant further objects to this
15 interrogatory on the ground that it is not reasonably calculated to lead to the discovery of
16 admissible evidence. Defendant further objects to this interrogatory on the ground that it is
17 vague and ambiguous what "work" means. As written, Defendant cannot adequately respond
18 to this interrogatory.

19 **I built most of the websites for billing, collection, and transcription. I created**
20 **and mailed brochures to doctors. I created lists based on states, specialties, addresses,**
21 **area codes, zip codes, and other demographic criteria. I put my voice on all the 800**
22 **numbers for greetings and menu listings. I trained people on using early debt collection**
23 **software. If there was an overflow of clients (collection, transcription, or billing) and**
24 **there was no one to assign the client to, I would take care of the client until there was**
25 **someone else available. I did other secretarial work (answer phones, take messages,**
26 **etc.).**

27 **INTERROGATORY NUMBER 19:**

28 Describe any services that you performed for David Weinstein prior to May 1, 2018.

1 **RESPONSE TO INTERROGATORY NO. 19:**

2 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
3 burdensome as it requests any services prior to 2018. Defendant further objects to this
4 interrogatory on the ground that it is not reasonably calculated to lead to the discovery of
5 admissible evidence. Defendant further objects to this interrogatory on the ground that it is
6 vague and ambiguous what "services" means. As written, Defendant cannot adequately
7 respond to this interrogatory.

8 **Please see the Response to Interrogatory No. 18.**

9 **INTERROGATORY NUMBER 20:**

10 Describe defendant Vijay Reddy's business relationship with David Weinstein.

11 **RESPONSE TO INTERROGATORY NO. 20:**

12 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
13 what "business relationship" means. As written, Defendant cannot adequately respond to this
14 interrogatory.

15 **I was an independent contractor for David Weinstein's company, Tannenbaum**
16 **& Milask.**

17 **INTERROGATORY NUMBER 21:**

18 Identify by date and dollar amount all payments you received from David Weinstein
19 between January 1, 2008 and the present.

20 **RESPONSE TO INTERROGATORY NO. 21:**

21 Defendant objects to this interrogatory on the ground that it is overbroad and unduly
22 burdensome as it asks for "all payments," which is an impossible standard to satisfy.
23 Defendant further objects to this interrogatory on the ground that it is overbroad and unduly
24 burdensome in that requests all payments over a ten-year period. Defendant further objects
25 to this interrogatory on the ground that it is not reasonably calculated to lead to the discovery
26 of admissible evidence. Notwithstanding Defendant's objections, Defendant responds as
27 follows: Responding to this interrogatory would require me to review all payments over a
28 ten-year period, which is extremely burdensome, and most of the payments requested are not

1 within 2018, which is the only time period relevant to this lawsuit.

2 I was not paid anything from David Weinstein or any company owed by him
3 after April 20, 2018. I believe all payments came from Tannenbaum & Milask, and not

4 David Weinstein. The payments are as follows:

| | |
|-------------|-----------|
| 5 5/12/16 | \$35,000 |
| 5 5/25/16 | \$17,250 |
| 6 6/1/16 | \$5,250 |
| 6 6/30/16 | \$75,625 |
| 7 6/30/16 | \$16,250 |
| 8 8/23/16 | \$34,375 |
| 8 9/8/16 | \$62,500 |
| 9 10/11/16 | \$7,625 |
| 10 11/8/16 | \$36,000 |
| 10 11/22/16 | \$75,500 |
| 11 11/23/16 | \$110,500 |
| 11 1/6/17 | \$52,125 |
| 12 2/21/17 | \$13,250 |
| 12 3/28/17 | \$45,950 |
| 13 4/18/17 | \$42,500 |
| 14 5/16/17 | \$12,250 |
| 14 7/31/17 | \$28,000 |
| 15 9/20/17 | \$21,250 |
| 15 9/26/17 | \$12,250 |
| 16 10/10/17 | \$9,000 |
| 17 12/6/17 | \$21,250 |
| 17 4/20/18 | \$21,250 |

18 **INTERROGATORY NUMBER 22:**

19 Describe any work that you performed for Kevin Brown prior to May 1, 2018.

20 **RESPONSE TO INTERROGATORY NO. 22:**

21 None.

22 **INTERROGATORY NUMBER 23:**

23 Describe any services that you performed for Kevin Brown prior to May 1, 2018.

24 ////

1 **RESPONSE TO INTERROGATORY NO. 23:**

2 Defendant objects to this interrogatory on the ground that it is vague and ambiguous
3 what "services" means. Notwithstanding Defendant's objection, Defendant responds as
4 follows: None.

5 DATED this ____ day of July, 2020.

6 LEAH MARTIN LAW

7
8
9 Leah A, Martin, Esq.
10 Kevin Hejmanowski, Esq.
11 3100 W. Sahara Ave. #202
12 Las Vegas, Nevada 89102
13 *Attorneys for Defendants*
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DATED this _____ day of July, 2020.

Margaret Reddy

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Zachary Ball
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1707 Village Center Circle, Suite 140
Las Vegas, NV 89134
Attorney for Medappeal, LLC

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Attorney for Medasset Corporation and David Weinstein

Zachary Takos
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1980 Festival Plaza Drive, Suite 300
Las Vegas, NV 89135
702-856-4629
Attorney for Kevin Brown and Visionary Business Brokers, LLC

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Exhibit 33

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

June 25, 2020

A-19-792836-C Medappeal LLC, Plaintiff(s) vs. David Weinstein, Defendant(s)

June 25, 2020 9:00 AM All Pending Motions

HEARD BY: Truman, Erin **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Jennifer Lott

RECORDER: Francesca Haak

PARTIES

| | | |
|-----------------|-------------------------|------------------------|
| PRESENT: | Ball, Zachary | Attorney for Plaintiff |
| | Carbajal, Hector J., II | Attorney for Deft |
| | Hejmanowski Esq, Kevin | Attorney for Deft |
| | Takos Esq, Zachary | Attorney for Deft |

JOURNAL ENTRIES

- Plaintiff's Motion to Compel Further Responses from Defendant Margaret Reddy
Plaintiff's Motion to Compel Further Responses from Defendant Vijay Reddy

MATTER TRAILED AND RECALLED: Commissioner stated there was a one day delay in serving responses after Defts' frustrated attempts to obtain an extension. Commissioner Found excusable neglect, and the **OBJECTIONS STAND**. Mr. Ball has not received supplemental documents.

COMMISSIONER RECOMMENDED, Plaintiff's Motion to Compel Further Responses from Defendant Margaret Reddy is **GRANTED**;

Interrogatory 2 by agreement, Plaintiff is seeking information for Mr. Weinstein at this point, and provide a name, address, and phone number of Mr. Weinstein for the dates she was employed by him;

PRINT DATE: 07/10/2020

Page 1 of 2

Minutes Date: June 25, 2020

Interrogatory 3 supplement with information as required in Interrogatory 2;
Interrogatory 10 the nature and purpose of the \$325,000 transfer as Directed on the record;
Interrogatories 5, 12, 13, 14, 15, 16, and 17 any factual information Defts have in their possession must be specifically stated, and provide the factual basis (that Deft is relying upon);

Interrogatory 18 any job duties, functions, or services performed;
Interrogatory 19 as Directed on the record;
Interrogatory 20 must be more specific; respond to the nature of the business relationship, and define the time period (2008 to 2018);
Interrogatory 21 modified, and respond through 5-1-2018;
Request for Production of Documents 9 modified, and any job duties, functions, or services provided for, or performed for Mr. Weinstein;

RFP 10, 14, and 15 are fine as written;
RFP 16 tailored as Directed on the record;
RFP 5 should be compelled.

COMMISSIONER RECOMMENDED, Plaintiff's Motion to Compel Further Responses from Defendant Vijay Reddy is GRANTED; same Rulings as Margaret Reddy; counsel agreed to work through any written discovery issues based on Commissioner's Recommendations.

Mr. Hejmanowski requested to continue Vijay Reddy's 6-26-2020 deposition based on the additional documents needed. Mr. Hejmanowski and Mr. Carbajal addressed the deficient deposition Notice. If the deposition goes forward, Plaintiff's counsel will not have the opportunity to re-depose Vijay Reddy on new information based on today's Motion. Mr. Ball requested to go forward with the deposition set 6-26-2020 at 10:00 a.m. The deposition will be taken by alternative means, and Mr. Ball will provide the information today to all counsel. Mr. Ball had requested fees. Commissioner Will Not Grant the Request for Fees.

Mr. Ball to prepare the Report and Recommendations, and counsel to approve as to form and content. Comply with Administrative Order 20-10, and submit the DCRR to DiscoveryInbox@clarkcountycourts.us. A proper report must be timely submitted within 14 days of the hearing. Otherwise, counsel will pay a contribution.

CLERK'S NOTE: Minute Order amended 7-10-2020. jl

Exhibit 34

DISTRICT COURT
CLARK COUNTY, NEVADA

MEDAPPEAL, LLC, an
Illinois Limited Liability
Company,

Plaintiff,

vs.

Case No.: 19-792-836-C

DAVID WEINSTEIN, VIJAY REDDY,
MARGARET REDDY, MOHAN
THALMARLA, KEVIN BROWN, MAX
GLOBAL, INC., VISIONARY
BUSINESS BROKERS LLC,
MEDASSET CORPORATION, and
DOES 1-50,

Defendants.

DEPOSITION OF VIJAY REDDY

Taken on Friday, June 26, 2020

At 10:08 a.m.

Las Vegas, Nevada

Reported remotely via Zoom by:

Cari M. Inkenbrandt, RPR, CCR #939

A P P E A R A N C E S

ON BEHALF OF THE PLAINTIFF:

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(Remotely via Zoom)
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ON BEHALF OF DEFENDANT DAVID WEINSTEIN AND
MEDASSET CORPORATION:

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Las Vegas, Nevada 89145
(702) 829-7476
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ON BEHALF OF DEFENDANT VIJAY REDDY, MARGARET REDDY
AND MOHAN THALMARLA AND MAX GLOBAL, INC.:

(Remotely via Zoom)
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ALSO PRESENT:

(Remotely via Zoom) Eli Johnson
(Remotely via Zoom) Seth Johnson

I N D E X

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1 LAS VEGAS, NEVADA; FRIDAY, JUNE 26, 2020

2 10:08 A.M.

3 -oOo-

4 THE COURT REPORTER: Before we proceed,
5 I will ask all counsel to agree on the record that
6 under the current National Emergency, pursuant to
7 Section 319 of the Public Health Services Act,
8 there is no objection to this deposition officer
9 administering a binding oath to this witness not
10 appearing personally before me, and do counsel
11 also agree to waiving the reading of the caption.
12 Please state your agreement on the record,
13 beginning with noticing counsel.

14 MR. BALL: Zach Ball. Agreed.

15 MR. HEJMANOWSKI: Kevin Hejmanowski.

16 Agreed.

17 THE COURT REPORTER: Do we have other
18 counsel on the line?

19 MR. CARBAJAL: Yeah, this is Hector
20 Carbajal. I agree.

21 (Reporter clarification of remote
22 appearances.)

23 VIJAY REDDY

24 having been called as a witness and having been
25 first duly sworn, was examined and testified as

1 follows:

2 EXAMINATION

3 BY MR. BALL:

4 Q All right. Can you please state and
5 spell your full name for the record.

6 A Vijay Reddy, V-I-J-A-Y, R-E-D-D-Y.

7 Q Thank you.

8 How would you, going forward today,
9 prefer that we reference you by? Mr. Reddy? What
10 would you like?

11 A Whatever is comfortable. I'm flexible.

12 Q You understand that the oath that was
13 just administered to you is the same oath as in a
14 court of law and carries all the same penalties of
15 perjury?

16 A I understand.

17 Q When was the last time you had your
18 deposition taken, Mr. Reddy?

19 A I think it was 2018.

20 Q Based on that length of time, I'm going
21 to go through just a handful of ground rules.

22 I mean no disrespect by this question.
23 I have to ask it of everybody. Are you under the
24 influence of any drugs or substances that would
25 impair your testimony today?

1 A No.

2 Q Have you been convicted of a felony in
3 the past ten years?

4 A No.

5 Q I'm sorry?

6 A No.

7 Q No. Okay.

8 Going forward, each time I ask a
9 question, I'd like you to provide an answer. Your
10 counsel may object, but you still need to answer
11 in almost all circumstances. That answer, if it's
12 appropriate to say yes or no, please state those
13 words. Please do not give an uh-uh or uh-huh.

14 The court reporter is going to be
15 writing everything down that we say, and I hope
16 today is much like a conversation as we would
17 have. The difference is that a transcript is
18 going to come out of this, and that transcript is
19 far better for all of us if that transcript flows
20 and has a clear question followed by a clear
21 answer. For that reason, I will not interrupt
22 you, and I request that you don't interrupt me.
23 Will that work?

24 A I understand, yes.

25 Q Can you tell me about your educational

1 background.

2 A I have two master's degrees, one in
3 psychology and one in business administration.

4 Q And where are those from?

5 A The master's in psychology is from the
6 Indiana University of Pennsylvania. And the
7 master's of business administration is from Cleary
8 University.

9 Q Where is Cleary located?

10 A Ann Arbor, Michigan.

11 Q Any other master's degrees?

12 A No. I have a bachelor's degree also in
13 psychology from Michigan State University.

14 Q What year did you complete your
15 undergraduate degree?

16 A 1997.

17 Q What is your current home address?

18 A 4269 Kingston Drive, Milan, Michigan
19 48160.

20 Q Is that where you're joining us from
21 today?

22 A Correct.

23 Q I'm sorry. You broke up.

24 A Correct, yes.

25 Q Since graduating with your

1 undergraduate, can you give me some of your work
2 history, starting with that date, 1997.

3 A So the year that I was -- after I was
4 done with my psychology degree, I went to Penn
5 State University. I did some research with a
6 professor out there, and eventually I went to the
7 Indiana University of Pennsylvania where I started
8 my graduate degree in clinical psychology. After
9 that, after I left that program, I went to Henry
10 Ford Hospital in Detroit where I worked for a
11 couple years. Eventually I moved on from that. I
12 picked up as an employee of my uncle who had a
13 medical billing and transcription company, and he
14 asked me to, essentially, run it for him. And
15 then from there I --

16 Q I'm sorry. What year was that when you
17 started with your uncle's company?

18 A 2004, I think, somewhere around there.

19 Q I interrupted you. Please proceed.

20 A After that, I worked with David
21 Weinstein. I have worked for Blue Cross Blue
22 Shield in Philadelphia. I worked for the VA in
23 Texas. Now I'm back here. I went into business
24 for myself, and I work for a different uncle now,
25 working on a blockchain technology endeavor.

1 (Reporter clarification.)

2 A I worked for myself and then I work for
3 a blockchain technology company currently.

4 Q I want to go back through that. You
5 gave me a good summary there. I want to go a bit
6 more in depth.

7 Tell me -- you mentioned that you worked
8 for a uncle and that you ran a portion or all of
9 his business?

10 A Yes. Is that a question? I'm not sure
11 what you're asking.

12 Q I'm sorry. You broke up.

13 A I'm not sure what you're asking. The
14 answer is yes, I did.

15 Q What was that uncle's name?

16 A Siva, S-I-V-A.

17 Q Last name?

18 A Thalmarla, T-H-A-L-M-A-R-L-A.

19 Q And what was the name of the company?

20 A Macrotran.

21 Q Is that one or two words?

22 A I'm not certain, actually. I don't
23 recall how he organized it.

24 Q And can you tell me specifically what
25 were your job duties.

1 A Well, there was a bunch of
2 transcriptionists in India and a biller in India,
3 and so my job was to find doctors in America and
4 send the work to India, have them process the
5 work, send it back to the doctor, and invoice the
6 doctor once a month.

7 Q Was the company based out of India?

8 A He had an Indian counterpart and he had
9 an incorporated company here. I'm not sure what
10 state.

11 Q Did your uncle Siva live in the U.S.?

12 A At that time or do you mean other?

13 Q During that time?

14 A Most of the year he was not in the
15 United States, no.

16 Q Where was he?

17 A Mostly in Africa.

18 Q And when he was in the United States,
19 what state was he in?

20 A Illinois, I think. He might have moved
21 to Texas at that point. I'm not really certain.

22 Q And what years did you work for that
23 company?

24 A What -- I'm sorry. The question was?

25 Q What years did you work for that

1 company? I believe you mentioned a 2004 date
2 earlier.

3 A Yeah, I think 2004 to 2005, somewhere
4 around that time frame.

5 Q When you left that company, where did
6 you go?

7 A I actually went and started my own
8 medical billing operation.

9 Q What was the name of that company?

10 A Actually, I don't recall. It was a long
11 time ago. I don't remember what I called that
12 company.

13 Q How long did you have that company?

14 A About a year, year and a half.

15 Q Were there any other co-owners?

16 A No.

17 Q You were the sole owner?

18 A Correct.

19 Q So would that have been, if you said a
20 year, year and a half, would that have been 2006
21 when that ended?

22 A Approximately.

23 Q How did that end?

24 A I was looking to expand my operations,
25 so I found an ad somewhere on the internet. I

1 can't recall which website it was offhand, and
2 that's eventually how I met David Weinstein. He
3 was selling medical billing, so I called him up,
4 did some homework, decided to go for it, and
5 bought a bunch of medical billing from him.

6 Q And you said that was 2006, or is there
7 a more specific time frame you can remember when
8 you answered that ad?

9 A I can't remember the exact time frame.
10 It was around 2006, 2007. I can't remember the
11 exact year.

12 Q And so you answered that ad, and at that
13 point, did you begin working with Mr. Weinstein?

14 A Yes.

15 Q And Mr. Weinstein is a defendant in this
16 case. Is that the Weinstein you're referring to?

17 A Correct.

18 Q What did you do while you were working
19 for Mr. Weinstein?

20 A Well, he brought me medical billing
21 clients, and I did the medical billing work.

22 Q When you say you did the medical billing
23 work, can you describe for me what that was?

24 A He brought doctors under contract for
25 me, and he handed off the accounts, and he

1 assigned it to me. I'd contact the doctor,
2 introduce myself, and then through a
3 back-and-forth setup process, I would get the
4 doctor's billing and medical billing work, and
5 then I would process their medical billing claim,
6 and then invoice them at the end of the month.

7 Q You mentioned at the beginning when you
8 were giving me a summary, you mentioned
9 Mr. Weinstein, Blue Cross Blue Shield, and VA, and
10 you also mentioned your job that you're working.
11 How long were you working with Mr. Weinstein?

12 A Until 2011, thereabouts. I can't
13 remember the exact year. It was a while ago. And
14 then I went to work for Blue Cross after that.

15 Q About what year did you start with Blue
16 Cross?

17 A 2011, 2012, somewhere in that time
18 frame.

19 Q What did you do for Blue Cross?

20 A Multi-project management type work. The
21 scope of the project was pretty huge.

22 Q What was that project? You said the
23 scope of the project was big. What was it?

24 A The big-picture idea was that -- there's
25 two Blue Crosses in Pennsylvania, one in

1 Philadelphia and one in Pittsburgh. They had
2 certain systems that they wanted to transfer from
3 Blue Cross of Pittsburgh and let Blue Cross in
4 Philadelphia take care of all the back-end work,
5 for lack of a better word. So because there were
6 so many processes between people, technology,
7 software, et cetera, someone had to understand all
8 these different moving parts, and I had one small
9 part in that. I didn't watch over the whole
10 project. So essentially, the project was to
11 migrate all the data and Blue Cross in
12 Philadelphia would take care of all the back-end
13 work, and then Blue Cross in Pittsburgh would pay
14 them a certain amount to take care of the back-end
15 work. So I was overseeing my part of it.

16 Q Was this computer-based?

17 A Not my part. My part was more about
18 what did the sales and marketing teams do, what
19 was their function, how do they do what they do,
20 and then they had to understand what could be
21 outsourced, what could be handled in Pittsburgh,
22 what needed to get done in Philadelphia. Big
23 picture, that's sort of what I did.

24 Q So before you left Blue Cross Blue
25 Shield, you were working for Mr. Weinstein. Did

1 your job duties change from the approximate start
2 time of 2005 to -- sorry 2006 to 2011?

3 A I'm not sure I understand your question.
4 Can you rephrase it.

5 Q Yeah, I set that up poorly.

6 During the time that you were working
7 with Mr. Weinstein in 2006 to 2011...

8 (Reporter clarification.)

9 MR. BALL: I'll refresh this. Better?

10 THE WITNESS: Yes.

11 BY MR. BALL:

12 Q So, Mr. Reddy, if there's at any point
13 you don't understand any part of my question
14 please let me know.

15 A Sure, of course.

16 Q And to you as well, I haven't mentioned,
17 if at any point you want to take a break, I will
18 need you to answer any pending questions, but just
19 let me know. I want everybody to be comfortable
20 throughout this.

21 A I understand.

22 Q So during the time that you worked for
23 David Weinstein 2006 to 2011, what were your job
24 duties?

25 A So initially, when I met him, I bought

1 medical billing clients from him. Eventually,
2 because I was so successful and liked the work
3 that he presented to me, I bought his entire
4 company, and I took over and eventually sold that
5 to Mr. Holmes.

6 (Reporter clarification.)

7 A Holmes, H-O-L-M-E-S.

8 Q And we'll get into all this in more
9 detail.

10 What year did you sell the company?

11 A To Mr. Holmes?

12 Q Yes.

13 A 2009 I believe. No. I'm sorry. It was
14 before that, because he -- yeah, it was before
15 that. It must have been 2008 or 2007. I'm sorry.
16 I can't recall the exact date.

17 Q At the point of selling, did you stop
18 working for Mr. Weinstein?

19 A Yes. I wasn't working for him. I
20 wasn't his employee. We had a contractual
21 business relationship. I bought clients from him.
22 He sold it to me. But I was never his employee,
23 nor vice versa.

24 Q At any point?

25 A No. He was never my employee. I was

1 never his. We never had co-ownership in any
2 company ever.

3 Q Thank you.

4 What year did -- let me rephrase that.

5 You stopped working for -- or stopped
6 working with Mr. Weinstein in 2011; is that
7 correct?

8 A Approximately, yeah.

9 Q But you sold the company that you bought
10 from Mr. Weinstein in 2009; is that right?

11 A It was before that. I think it was
12 2008. I'm pretty sure it was not 2009. But
13 again, the years kind of run together because it
14 was so long ago.

15 Q What did you do between 2008 and 2011
16 with Mr. Weinstein?

17 A I went out and did my own marketing,
18 brought my own clients in, did my own thing,
19 picked up a few partners and eventually sold that
20 whole business.

21 Q What year did you sell that business?

22 A 2011, I believe, or thereabouts.

23 Q Who did you sell that business to?

24 A It was a guy I worked -- sorry. I can't
25 remember his -- there are actually two people, but

1 I can't recall the names offhand.

2 Q Once you sold that business, what did
3 you do?

4 A I went to go work for Blue Cross.

5 Q When did you stop working for Blue
6 Cross?

7 A It was only a six-month process, so it
8 was -- I think it was 2012 I think it bled over
9 into.

10 Q Where did you go after that?

11 A I went to the VA in Texas.

12 Q How long did you work for the VA?

13 A Another six months or so, eight months.
14 Again, it's been so long. I think six to eight
15 months. It's hard to recall.

16 Q What did you do for the VA?

17 A They had a medical billing project that
18 they were trying to get for the Veterans. So my
19 job was to oversee some of the software that they
20 were trying to implement to get the project going,
21 because the VA had been processing all their
22 claims on paper and they were trying to upgrade to
23 an electronic system.

24 Q So it sounds like that was somewhat
25 similar to your work at Blue Cross; is that right?

1 A I wouldn't -- in some respect, yes, but
2 the work was more technical, more
3 software-oriented this time around.

4 Q So it was different because it was
5 software-oriented. What other differences were
6 there?

7 A The software that they were using to
8 figure out how to bill, the system -- it was
9 called Pega -- that was a lot more complicated.
10 The software we were using in Philadelphia was a
11 very basic system. I don't know what it was
12 called, but we used SharePoint and some other
13 basic Microsoft tools.

14 Q When you left the VA in Texas, where did
15 you go?

16 A I went back to Michigan.

17 Q What did you do in Michigan at that
18 time?

19 A Nothing for a while. Eventually, I
20 called David and said, "Let's do medical billing,
21 collection, transcription," and so I got back into
22 that with him.

23 Q Do you remember the month and year that
24 you called David?

25 A It would have been the same year that I

1 came back from Texas. I took a few months off,
2 but I don't remember, no, I don't remember the
3 month and year.

4 Q You don't remember the year you moved
5 back from Texas?

6 A It would have probably been 2012 or
7 20- -- probably 2012. I might have called David
8 in early 2013. But again, it's been so many years
9 it's hard to keep them all straight.

10 Q So you spoke with David. Did he accept
11 that offer?

12 A Yeah. I ended up buying -- over the
13 years I bought medical billing, medical
14 collections, medical transcription, and medical
15 appeals from him.

16 Q That was in early 2013, and you
17 mentioned that you were working with Mr. Weinstein
18 on a contractual basis; is that right?

19 A Right. He would get the clients. I
20 would take care of them, whatever way I needed to
21 take care of them. In some cases, I would resell
22 them to other people once I built them up.

23 Q When did you stop working with
24 Mr. Weinstein?

25 A How do you mean? Like, when did I stop

1 calling him ever?

2 Q No. You mentioned that you and
3 Mr. Weinstein had some contractual relationships.
4 Have those continued on till today, or had those
5 ended at some point?

6 A Contractual relationship -- I never had
7 any written contractual relationships with him
8 from 2011 onward. Prior to that, I might have had
9 some because we didn't know each other at all.
10 But since I got back, I don't recall signing any
11 contractual relationships. All of our
12 relationships have been oral.

13 Q You mentioned -- were there any --
14 strike that.

15 You mentioned that there were -- your
16 previous -- you're currently working with
17 blockchain; is that right?

18 A Yes.

19 Q When did that begin?

20 A Last fall.

21 Q And what is that?

22 A Blockchain technology, it's a system of
23 verifying what has been happening all throughout a
24 chain of events. So, for instance, if you're a
25 farmer, you grow your crops. You can apply a

1 blockchain to crops that you sell to the
2 distribution guy. The distribution guy resells it
3 to a warehouse. The warehouse resells it to a
4 retailer, whatever. You need to make sure that
5 every aspect of what has happened throughout the
6 chain is authentic and that whatever was sold is
7 not just being resold and so forth. So there's a
8 way to, essentially, authenticate all the actions
9 through software and that everything that you're
10 selling is still the same numbers, the same
11 quantity, the same volume, the same number, and
12 there's no fraud in the system.

13 Q So the example of a farmer, that would
14 be something like a gross number of beans and you
15 would blockchain, you would be tracking that
16 amount of beans through the entire process?

17 A That's one way to do it. There are
18 other aspects in uses of blockchain, like bitcoin
19 uses blockchain technology to authenticate that
20 it's authentic bitcoin and not some knockoff or
21 counterfeit.

22 Q Are you specifically involved in a
23 commodity like farming? What are you focused on
24 when you mention blockchain?

25 A The idea is to set up and to create an

1 IOT device, Internet of things is what IOT is
2 short for. It's basically a small device that you
3 can attach to something. Like, you would attach
4 it to a key chain, you would attach it to a truck,
5 and then this IOT device can capture certain
6 information through blockchain technology and
7 authenticate that your truck driver didn't take a
8 detour and go joyriding, that he followed certain
9 guidelines.

10 We're using blockchain technology as
11 part of a GPS tracking system. So we make sure
12 that the truck driver follows the exact route that
13 he's supposed to follow, that there's no
14 deviations, that we know exactly how much gas is
15 going to be used as a result of following that GPS
16 chain, the weight of the truck, that they're not
17 adding other things to the truck to defraud the
18 company.

19 There's a lot of applications to it.
20 I'm still in the R and D process.

21 Q What's the name of your company?

22 A Sipva.

23 Q Can you spell that?

24 A I'm actually not sure. S-I-P-V-A, I
25 think.

1 Q S-I-P-B-A.

2 A V as in Victor, A.

3 Q V?

4 A Uh-huh.

5 Q And are you the owner of that company?

6 A My uncle is.

7 Q Tell me your uncle's name.

8 A Siva, S-I-V-A.

9 Q You mentioned an uncle earlier. Is that
10 the same uncle?

11 A Yes, the one that I said from 2005, yes,
12 2005, uh-huh.

13 Q What is your title in that company?

14 A They didn't give me a title. At the
15 moment I'm only working with him. He's got a
16 couple of IT guys in India, but they're not
17 working right now because of the coronavirus. I
18 don't even have a business card yet.

19 Q Do you know where that company is
20 incorporated, if at all?

21 A I do not. Actually, Delaware. Yes,
22 Delaware.

23 Q Do you know if it's a corporation? LLC?
24 Do you know the business format -- or, I'm sorry,
25 the business type?

1 A C corp.

2 Q C corp?

3 A C, uh-huh.

4 Q I appreciate that.

5 I want to move forward here.

6 Mr. Reddy, have you ever been sued

7 before?

8 A Yes.

9 Q Can you tell me each time that you've
10 been sued, what the plaintiff's name was?

11 A The first time was Ray Fritz. The
12 second time was Anthony Holmes. The third time
13 was Carlos, but I can't remember his last name.

14 Q Carlos Escobar, does that sound
15 familiar?

16 A Yes, that's it.

17 Q In that same matter, was Bluesky
18 Med-Office Solutions, Inc., another party?

19 A Yeah, that sounds familiar. I think
20 that was the company's name, but I can't recall.

21 MR. BALL: All right. If we could go to
22 the documents that we've set up for exhibits.

23 THE COURT REPORTER: Are you speaking --

24 THE WITNESS: I never got --

25 MR. BALL: I'm sorry. I was referring

1 to the court reporter.

2 THE COURT REPORTER: I have not received
3 any instructions regarding exhibits. I have no
4 link. I have no email or anything regarding
5 exhibits.

6 MR. BALL: Well, if we could just take a
7 quick break. Let me run that down. We'll go off
8 the record for just a few minutes. Thank you.

9 (Break taken from 10:37 a.m.
10 to 10:49 a.m.)

11 BY MR. BALL:

12 Q All right, Mr. Reddy. I've shown you
13 one page of a document. I can scroll through the
14 entirety of it. Do you recognize that document?

15 A Yes. It looks like something my
16 attorney put together.

17 MR. BALL: I'd like that PDF 1, pages 1
18 through 13 marked as Exhibit 1.

19 (Exhibit A identified.)

20 BY MR. HEJMANOWSKI:

21 Q Mr. Reddy, have you read MedAppeal's
22 First Amended Complaint?

23 A Yes.

24 Q Do you believe that you understand the
25 allegations that are being asserted against you?

1 A I believe I understand them, yes.

2 Q And I'm not asking for a legal analysis.
3 I'm just asking to the extent you have knowledge,
4 you understand those; is that right?

5 A To the extent I'm not a lawyer, yes.

6 Q I want to go back to what's been marked
7 as Exhibit 1. It appears to be, at the very top,
8 served on all parties in the case, responses to
9 interrogatories, on February 12th. Do you see
10 that up at the top?

11 A Yes.

12 Q Did you read this document on or before
13 February 12th, 2020?

14 A I don't remember the date that I read
15 it.

16 Q I've gone to page 12 of the document.
17 Is that your signature on page 12?

18 A Yes.

19 Q I want to go to page 2 of the document.
20 Can you take a look at your response to
21 interrogatory number 2, please, if you could read
22 that for me.

23 A The response or the interrogatory?

24 Q Both.

25 A Interrogatory number 2, "Identify by

1 name, address and phone number all persons or
2 entities for whom you were employed between
3 January 1st to 2008, and May 1st, 2018."

4 Response to interrogatory number 2, (as
5 read): Defendant objects to this interrogatory on
6 the grounds that it is not reasonably calculated
7 to lead to the discovery of admissible evidence.
8 Notwithstanding defendant's objection, defendant
9 responds as follows: I've been self-employed. I
10 have worked for Blue Cross Blue Shield. I do not
11 have an address or phone number for Blue Cross
12 Blue Shield. I do not keep records that far back
13 in time. I have worked for the Veterans
14 Administration and do not have an address or phone
15 number for the Veterans Administration. I don't
16 keep records that far back in time. I have worked
17 for David Weinstein. I do not recall which of
18 David's companies gave me a 1099, as it was many
19 years ago. I do not have an address or phone
20 number for David's companies.

21 BY MR. BALL:

22 Q Thank you.

23 You mentioned earlier that you had, as I
24 recall, only worked with David Weinstein and never
25 for; is that right?

1 A I was an independent contractor that
2 worked with him. I was never his employee.

3 Q So when you say you worked for David
4 Weinstein, that was as an independent contractor?

5 A Right, correct.

6 Q In that list, you did not mention
7 American Medical Answering Services, Revenue Asset
8 Services, or National Billing Corporation.

9 A I think I said I've been self-employed.

10 Q Self-employed?

11 A Right, those would fall under the
12 self-employed category.

13 Q All right. Did you receive compensation
14 from American Medical Answering Services in 2016?

15 A You mean did I issue a 1099 to myself?

16 Q Do you understand what compensation
17 would be?

18 A Payment, I assume is what you're talking
19 about. I mean --

20 Q If that's your understanding, did you
21 receive compensation from Revenue Asset Services
22 in 2016?

23 A Revenue Asset Services, yes.

24 Q Did you receive compensation from
25 National Billing Corporation of any kind?

1 A In 20- --

2 Q At any time?

3 A Yes.

4 Q And I interrupted you. You were
5 referencing a date. Can you tell me that date?

6 A I think National Billing Corporation, I
7 owned it back in 2009 or thereabouts.

8 Q When was the last date that you recall
9 receiving compensation from National Billing
10 Corporation?

11 A Probably 2009, but again, that was so
12 long ago.

13 Q That's your best guess?

14 A Yes.

15 Q Did you receive compensation from David
16 Weinstein or one of his entities between
17 January 1st, 2008, and May 1st, 2018?

18 A I've received a 1099 from David at some
19 point. I don't know about back then, but in 2014,
20 I think. But again, these records are so old I
21 wouldn't be able to recall perfectly.

22 Q You mentioned 2014. Was that the only
23 date you recall receiving a 1099?

24 A I don't recall what dates I received
25 compensation at all. It would have been in these

1 years. I just don't recall what years.

2 Q And which of those entities of David
3 Weinstein did you receive compensation for during
4 that date range?

5 A I don't recall.

6 Q About how much compensation did you
7 receive?

8 A Again, I don't recall. My income
9 fluctuated quite a bit over the years.

10 Q Can you give me a range?

11 A I prefer not to guess.

12 Q I'm asking you to speculate.

13 A You know, I don't even know if my
14 speculation would be in the ballpark. I just
15 can't recall, because again, my income went way up
16 and down. Part of it was my own employment. Part
17 of it was what I did for him. I don't remember
18 how much I got from him. I can't recall.

19 Q If we could go and take a look at
20 interrogatory number 7 and the response thereto.
21 Once you've done so, if you could please read
22 those as well.

23 A Interrogatory number 7, "Describe your
24 relationship with Defendant David Weinstein."

25 Response to interrogatory number 7,

1 "Defendant objects to this interrogatory on the
2 ground that it is vague and ambiguous what is
3 meant by 'business relationship.' As written,
4 defendant cannot adequately respond to this
5 interrogatory."

6 Q So in your mind, what is the business
7 relationship? Do you have any better idea as you
8 sit here today than you previously did?

9 A I know -- I can speculate what you think
10 I mean -- or what you mean, but it says describe
11 my business relationship with David Weinstein.
12 It's a good business relationship. I think that
13 answers the question, but that doesn't seem like
14 what you're asking.

15 Q Well, it partially answers it. I
16 appreciate that.

17 What type of business relationship have
18 you had with David Weinstein that you haven't
19 already testified to today?

20 A I am an independent contractor for him
21 and/or he's been an independent contractor for me.
22 There has been no ownership where he owns part of
23 my company or I own part of his company. That has
24 never happened.

25 Q What years was David an independent

1 contractor for you?

2 A When I had -- when I was running my own,
3 he assisted me with marketing. That would have
4 been in 2009 to 20-- -- just before I went to
5 Philadelphia. And then when I had the medical
6 answering service, he tried to help me with that
7 as well. I'm sorry. The years, I'm not very good
8 with timing and years. And I stopped working with
9 David in 20-- -- well, I did some things for David
10 on a voluntary basis. I'm not sure you'd call
11 that a business relationship.

12 Q You gave me a lot there. What things
13 did you do voluntarily for David?

14 A Well, one thing I did that's relevant to
15 this case is I trained your clients on medical
16 billing and how to use the software and medical
17 appeal.

18 Q That's one thing. What else?

19 A I've been training for him over the
20 years with other people, again, voluntarily.

21 Q You say voluntarily. Did you receive
22 compensation for that?

23 A No.

24 Q And I'm being pretty general right now.
25 I want to be more specific later on here. What

1 years did you or about how much did you issue
2 1099s to him?

3 A I'm sorry. The question again?

4 Q You mentioned that you issued 1099s to
5 David Weinstein; is that right?

6 A Yeah. I don't remember what year it
7 was. It was a long time ago. It was 2014 I
8 think. Again, I can't recall.

9 Q Just that year, though?

10 A Again, I can't remember what year or
11 years. It could have been singular. It could
12 have been plural. I really don't remember. I'm
13 just trying to guess and trying to be helpful, but
14 I don't know if it was 2014 or not.

15 Q I'm going to show you another set of
16 documents. Take a look at the screen. You can go
17 through the entirety of this document, but do you
18 recognize that document?

19 A I recognize the document.

20 Q What is it?

21 A It's what my attorney put together as
22 far as response for production of documents.

23 MR. BALL: I'd like to mark that as
24 Exhibit B, specifically page numbers 14 through
25 29.

1 (Exhibit B identified.)

2 BY MR. BALL:

3 Q Mr. Reddy, if you'd take a look at the
4 page, top of the page there, you'll see that the
5 response was served February 11th, 2020. Did you
6 read this document before February 11th, 2020?

7 A I don't recall the date that I read it.

8 Q Was it this year?

9 A Yes.

10 Q We'll come back to that.

11 Do you recognize this document?

12 A Yes.

13 Q What is it?

14 A It was the complaint filed by Anthony
15 Holmes, or his attorney.

16 MR. BALL: I'd like, pages 69 through
17 78, marked as Exhibit C.

18 (Exhibit C identified.)

19 BY MR. BALL:

20 Q I'm going to go to paragraph 10, which
21 is on the third page of that. I'll read it,
22 "According to the terms of the asset agreement,
23 Reddy would transfer to plaintiff 20 medical
24 billing contracts that would generate gross
25 revenue of \$10,500 per month. Reddy also

1 guaranteed that these medical billing contracts
2 would generate a minimum of 7,000 in claims per
3 month." And I'm assuming that's \$7,000.

4 Did what I read make sense to you?

5 A Yeah, but it's not true.

6 Q Would you agree that is essentially the
7 same allegations that my client has set forth in
8 this litigation?

9 A Similar.

10 Q Similar. What's different about it?

11 A Well, the claims are different. The
12 amounts that it would generate is different. At
13 the time that your client contracted, signed, and
14 written, I hadn't seen it. I didn't see it until
15 this lawsuit.

16 Q And again, we'll get more of that.

17 Did you go to trial in this lawsuit?

18 A Arbitration.

19 Q What was the outcome of that
20 arbitration?

21 A The arbitrator found that there was no
22 fraud, but because I didn't complete the transfer
23 of the company, I had breached the contract.

24 Q Was there a judgment amount that was
25 entered against you?

1 A Yes, for 200,000.

2 Q If you could take a look at paragraph
3 16, which I just flipped to, in that same
4 complaint.

5 A Okay.

6 Q That alleges that you introduced the
7 plaintiff to David Weinstein in 2009. Is that
8 accurate?

9 A I think it was actually before -- well,
10 yeah, 2009, that's fair.

11 Q I'm sorry. Can you repeat that answer.

12 A Yes. That seems fair, about that time
13 frame that I introduced them, yes.

14 Q ... plaintiff has sued in this matter?
15 (Reporter clarification.)

16 Q This is the same David Weinstein that
17 the plaintiff has sued in this matter?

18 A The same person?

19 Q Correct.

20 A Yes.

21 Q I want to go to paragraph 24. Do you
22 see that at the bottom of page 5?

23 A Yes.

24 Q Was David the prior owner of National
25 Billing Corporation?

1 A Yes.

2 Q Is paragraph 24, after you've had a
3 chance to look at that, accurate?

4 A No.

5 Q Why is that not accurate?

6 A It says that NBC was not a profitable
7 company. NBC was a profitable company.

8 Q What were the profits of that company
9 for the year prior to selling it?

10 A I don't recall. It was so long ago.

11 Q How do you know it was profitable?

12 A Because I looked at the tax returns that
13 David provided at that time, and I know that I
14 made a profit.

15 Q But you have no idea what that profit
16 number was?

17 A Not anymore, no.

18 Q So it could have been less than \$100?

19 A It was significantly more than \$100.

20 Q If you could look at paragraph 27,
21 please.

22 A Okay.

23 Q That says essentially that there was a
24 unique marketing method that you advertised was to
25 hire -- I'm sorry, that the unique marketing

1 methodology that you advertised was to hire David
2 Weinstein to do the marketing. Is that accurate?

3 A No. That's a totally false allegation.

4 Q What makes it false?

5 A There was a unique marketing
6 methodology. I tried to give it to Mr. Holmes,
7 but he refused to learn it.

8 Q How did you try to give it to him?

9 A Well, I tried to sit him down and teach
10 him every night, but every night that he was
11 supposed to sit down and learn it from me, he took
12 his son to guitar lessons. And I actually have a
13 document, or at least I had a document back then,
14 that showed he only worked on his business about
15 ten hours a month.

16 Q How many hours do you believe he should
17 have worked on it to make it profitable?

18 A Forty hours a week.

19 Q So in this case, did you hire David
20 Weinstein as an independent contractor to do any
21 marketing?

22 A For Mr. Holmes?

23 Q In this case, correct, Mr. Holmes.

24 A I didn't hire David to do marketing for
25 Mr. Holmes, no. I would expect Mr. Holmes to hire

1 David to do marketing, if that's the way he wanted
2 to run it, but I'm not in control of what
3 Mr. Holmes does with his business. His business
4 is his business.

5 Q And why would you hire David Weinstein
6 to do -- or, I'm sorry, why would you recommend to
7 Mr. Holmes to hire David Weinstein?

8 A Well, Mr. Weinstein offered to work with
9 him, and I said if they want to work together,
10 that's great. If not, that's fine too. I was
11 willing to teach the guy everything he needed to
12 know, but he was not willing to learn anything.

13 Q So what would David Weinstein bring to
14 the table in order to make the business more
15 successful?

16 A Well, marketing is hard. It takes time.
17 It takes effort. Sometimes it can take two people
18 if one person is not willing to work 40 hours a
19 week. And Mr. Weinstein was willing to step in
20 and assist in any way with the business
21 transition.

22 Q I see. So it was -- you're saying it
23 was hard work. Was there anything unique or
24 specific about it beyond hard work?

25 A Well, there's certain things that need

1 to be done that he wasn't willing to do, like pick
2 up the phone, talk to doctors, answer their
3 questions, do the marketing itself. There's a lot
4 of work that goes into it. But he had a full-time
5 job.

6 Q Sure.

7 A And he wasn't willing to do anything.

8 Q So would that include cold-calling?

9 A It could.

10 Q Sending faxes?

11 A It could.

12 Q Mailings?

13 A It could.

14 Q Research via the internet?

15 A It could.

16 Q I mentioned four. What else? You
17 mentioned calling doctors. That's five. Can you
18 tell me anything else?

19 A Mailings, telemarketing, faxing,
20 emailing sometimes. There's a lot of things that
21 go into it and the order that it's done. There's
22 quite a bit of work that needs to be understood.

23 Q Is there anything unique about that
24 process beyond -- as specific to you and what you
25 did in building this company previous to selling

1 it to Mr. Holmes?

2 A Yeah. If you go to any other medical
3 billing company and give them the same budget for
4 what we were able to accomplish, they wouldn't be
5 able to pull in more than 10 percent of what we
6 were able to pull in. So there is a unique
7 marketing methodology that allows for very --
8 relatively fewer dollars to bring in relatively
9 more doctors.

10 Q And what is that unique marketing method
11 beyond the five points that we mentioned?

12 A I think that's the contention of part of
13 a protective order now, so I think that's better
14 asked of David Weinstein.

15 Q But I'm asking you, and you're under
16 oath. Can you answer my question, please.

17 A I could, but can I consult with counsel
18 before I answer it?

19 Q Well, it's a pending question. I'd like
20 you to answer it first. I don't see any pending
21 objections by anybody.

22 A Could you repeat the question, then.

23 Q Yes.

24 You mentioned five specific points that
25 made up the marketing method that you're

1 describing.

2 A Uh-huh.

3 Q You had mentioned after that that you
4 also had additional and unique parts to that, that
5 were beyond the five I presume. I asked
6 specifically: What were those?

7 A Well, there are certain things that need
8 to get mailed out, certain things that need to get
9 re-mailed out, depending on responses that are
10 received. There are faxes that need to be sent
11 sometimes. If the doctor calls in and says, "I
12 have a question," there are certain things that
13 need to be done after that. I think that answers
14 the question.

15 Q What are those things?

16 A Well, you would need to get a --

17 Q What --

18 A -- contract from the doctor.

19 Q I'm sorry. I interrupted you. Go
20 ahead.

21 A You would need to get a contract with
22 the doctor because you're not going to convert
23 sales without getting a contract with the doctor.

24 Q What else?

25 A Part of it is also just keeping your ear

1 to the ground and understanding the market, like
2 if there are changes in the market, making sure
3 that you respond however you need to respond.
4 There are so many things that could be. I
5 couldn't possibly go over all of them.

6 Q Well, we've got time today. Can you
7 give me at least five more?

8 A No, I don't think I could give you five
9 more off the top of my head. The system is --

10 Q You think you --

11 A -- unique --

12 Q I interrupted you, sir. Go ahead.

13 A The system is unique. There's a lot
14 that goes into it. It's not just a matter of do
15 it. It's also a matter of practice, like a guitar
16 player is not going to learn to play the guitar
17 first time around. They have to sit down and
18 learn the system and what the keys mean and how to
19 play them in the proper order.

20 Q Right. That's just hard work; right?
21 Would you agree?

22 A And skill, talent, uh-huh.

23 Q Skill, talent is built through hard
24 work?

25 A Correct.

1 Q So what beyond hard work is unique,
2 then?

3 A I think I just answered the question.

4 MR. HEJMANOWSKI: Objection. That's
5 been asked and answered.

6 A Yes.

7 Q Is that the same, to your knowledge, is
8 that the same unique marketing methodology that
9 Mr. David Weinstein would have employed in this
10 case if he were hired?

11 A Yes.

12 Q Did David have any role in your
13 transaction with Mr. Holmes?

14 A No. You mean as far as -- actually,
15 what do you mean?

16 Q You testified earlier that help was
17 offered, and Holmes chose not to go with the help
18 was offered by David Weinstein or you on behalf of
19 David Weinstein. Did David Weinstein have any
20 other...

21 (Reporter clarification.)

22 Q Did David Weinstein have any other role
23 with the sale to Holmes and the subsequent
24 training to Holmes?

25 A I don't believe that David ever trained

1 Mr. Holmes, because Mr. Holmes never showed up.
2 So there's nothing subsequent to him signing the
3 contracts, that I can recall. But again it was
4 12, 13 years ago, so I'm not really sure what
5 transpired between them.

6 Q All right. I've turned to page PDF 79.
7 Do you recognize this document?

8 A Yes.

9 Q What is it?

10 A It's the sales agreement for National
11 Billing Company Corporation.

12 Q And that was your contract with
13 Mr. Holmes; is that right?

14 A Correct.

15 Q Is that your signature on the second
16 page of the contract?

17 A Yes.

18 MR. BALL: All right. I've gone back in
19 time, back on the PDF to PDF 30, and I'd like to
20 mark PDF 30 through 80 as Exhibit D.

21 (Exhibit D identified.)

22 BY MR. BALL:

23 Q I'll flip to the second page of that.
24 It's a bit clearer. Sir, do you recognize that
25 document?

1 A Yes.

2 Q What is it?

3 A It's the complaint filed by Bluesky
4 Med-Office Solutions.

5 Q You and Revenue Asset Services were
6 named as defendants in that matter; is that right?

7 A Correct.

8 Q And the complaint was filed against you
9 in 2015; is that right?

10 A Right.

11 Q Can you take a look at paragraph 18 in
12 the middle of that page.

13 A Okay.

14 Q You've read that.

15 A I read it.

16 Q A portion of it reads, "Defendant
17 Revenue Asset Services, LLC has failed to assign
18 or deliver the subject client/doctor contracts to
19 plaintiff." Is that, once again, the same or
20 essentially the same allegation that my clients
21 are making in this case?

22 A It's a false allegation.

23 Q Is that -- if you could just answer the
24 yes/no.

25 A I'm sorry. What was the question again?

1 Q The question is: Is that allegation
2 portion of paragraph 18 essentially the same
3 allegation that MedAppeal is asserting against the
4 defendants in this action?

5 A I'm not an attorney, but it seems to be
6 similar, yes.

7 Q I'm going to go a few more pages in
8 here. Can you take a look at that.

9 A What am I looking -- what part do you
10 want me to look at?

11 Q The whole page. Do you recognize that
12 document?

13 A Yes.

14 Q What is it?

15 A The bill of sale. Well, to Bluesky
16 Med-Office Solutions, uh-huh.

17 Q Is that your signature at the bottom?

18 A Yes.

19 Q What was Revenue Asset Servicing -- let
20 me rephrase that.

21 What was Revenue Asset Services selling
22 pursuant to this bill of sale?

23 A Medical billing contracts, software. I
24 trained, I believe, some of his people on how to
25 use the software. And then I wouldn't compete

1 with them. I wouldn't go back and recapture the
2 clients that I had already given them.

3 Q Were you selling an ongoing business?

4 A Well, I would pick up the clients and
5 then I would sell those or I would assign those
6 contracts to Mr. Escobar. So, yeah, it was a
7 contract where he signed up, and I gave him
8 clients over time.

9 Q What was the name of that business?

10 A Which business?

11 Q I'm sorry. Strike that. I'll come back
12 to that.

13 I want to go through pages 3 through 5.
14 If you could take a look at 3. Take a look at 3,
15 and then tell me when you've completed your
16 review.

17 A Okay.

18 Q 4, let me know when you've taken a full
19 look at that as well.

20 I think you just cut out. Was that a
21 yes?

22 A I'm finished now.

23 Q Thank you.

24 Take a look at 5, if you would, please.

25 A Okay.

1 Q Is that your signature at the bottom of
2 page 5?

3 A Yes.

4 Q Is this the contract between Revenue
5 Asset and Bluesky?

6 A Yes.

7 Q Did Revenue Asset provide Bluesky with
8 the required 16 medical practices for medical
9 billing as stated on page 3? I'll go back to
10 that. Middle of the page.

11 A Uh-huh.

12 Q Was that provided?

13 A No. The reason that it wasn't provided
14 was when he got eight clients, he was supposed to
15 pay another 15,000. He did not pay that 15,000,
16 so he defaulted on the contract. If you read the
17 second paragraph, that's where I'm getting it
18 from.

19 Q No other reason?

20 A Well, if he wasn't going to pay me the
21 15,000 he owed, I don't think I should be
22 obligated to give him another seven clients.

23 Q I can understand that. Is there any
24 other reason why the 15 clients were not provided
25 for?

1 A No. He didn't pay me, so I didn't
2 complete the contract.

3 Q Understood.

4 And did you ever send a written
5 correspondence to him to that effect?

6 A Yes.

7 Q What was that? An email? Letter?

8 A Email and phone call.

9 Q Do you have that email?

10 A I don't know. It's been so long. I
11 don't keep records that old.

12 Q How long do you keep records for?

13 A A couple years, but, I mean, six years
14 ago, I don't think I would have kept a record that
15 old, especially after litigation was over. I
16 might have purged everything.

17 Q I want to go to page 46. This is what
18 has been marked as Exhibit 2 in the complaint...

19 (Reporter clarification.)

20 A You cut out there.

21 Q ...

22 MR. HEJMANOWSKI: Zach, you're cutting
23 out again.

24 MR. BALL: I will tell you, in every one
25 of these there has been a computer glitch, and it

1 hasn't been just one. So I appreciate everybody's
2 patience here.

3 BY MR. BALL:

4 Q Okay. So in looking at what is
5 Exhibit 2 to the Bluesky complaint, sir, for
6 recognition of that, would you like me to go
7 through the 21 pages that make it complete, or do
8 you recognize that document as you see it on the
9 screen?

10 A I recognize the document.

11 Q What is it?

12 A It's an advertisement from Tannenbaum &
13 Milask regarding the services that Revenue Asset
14 Services provides.

15 Q And the page I flipped to, PDF 48, is
16 that an executive summary?

17 A Is that a question?

18 Q Yes. Is that an executive summary
19 there?

20 A I think it's just a cover page to the
21 executive summary. I think that is the executive
22 summary.

23 Q That I just flipped past?

24 A That you just flipped past, yes.

25 Q Was Kevin Brown the broker for this

1 deal?

2 A No, I don't think so.

3 Q What makes you think he wasn't?

4 A I don't think we started working with
5 Kevin until 2016, and this was fairly early, I
6 believe.

7 Q Who would have been a broker for this
8 deal?

9 A I'm not really sure, actually.

10 Q I'm going to ask you to speculate. Do
11 you have any idea or guess as to who the broker of
12 this deal would have been?

13 A No. I -- no. I -- I'm not sure.

14 Q Can you tell me the names of the brokers
15 that you have used for deals like this since, say,
16 2005?

17 A There was a broker in Florida, Jon
18 Reichlin. Kevin had done brokering. I've done
19 brokering. David has brokered. I'm not sure if
20 I'm missing anyone else or not. I can't think of
21 anyone else offhand.

22 Q I appreciate that.

23 And when I said 2005, I meant 2005 to
24 present. Are you aware of any other names in that
25 time range?

1 A Not that I can think of offhand, no.

2 Q Who wrote this executive summary?

3 A Actually, I don't really know.

4 Q How did you receive it?

5 A I think David sent me a rough draft one
6 day and said, you know, to improve on it. So I
7 made additions, changes and sent it back. It was
8 probably an iterative process.

9 Q So you edited it; is that right?

10 A I might have adjusted a few things,
11 changed some numbers, those things, yeah.

12 Q Can you take a look at that page that's
13 on the screen now.

14 A Okay.

15 Q It's got verbiage in there, and I'll
16 read it. The disclaimer states in portion that
17 "The information, material, and judgments have
18 been prepared by Revenue Asset Services." Do you
19 see that in there?

20 A Yes.

21 Q So your company was responsible for the
22 content of the executive summary; is that right?

23 A I would stand behind it, but I'm not
24 sure what you're asking precisely.

25 Q Well, I'm just asking you yes/no. I'll

1 state that again. The disclaimer states that "The
2 information, material, and judgments have been
3 prepared by Revenue Asset Services." Was your --

4 A Yes.

5 Q -- company responsible for the content
6 of the executive summary?

7 A That's what disclaimer states, correct.

8 Q And beyond that, do you have any reason
9 to believe that's not true, beyond that statement?

10 A Not offhand.

11 Q And is that true for all the executive
12 summaries that Revenue Asset sent to potential
13 buyers?

14 A That the disclaimer would be included?

15 Q If the disclaimer was included, that --

16 A I believe --

17 Q I'm sorry. If I could finish.

18 If the disclaimer was included, that
19 specific disclaimer or language very close to it,
20 that Revenue Asset Services would be responsible
21 for the contents of the executive summary?

22 A I'm not --

23 MR. HEJMANOWSKI: Objection.

24 A -- an attorney, so don't -- I'm not an
25 attorney so I don't know the veracity of that or

1 how legally correct --

2 Q I can understand --

3 A -- it is.

4 Q -- that you're not an attorney. I can
5 understand that you're not an attorney, but if you
6 helped edit this and you used this as a marketing
7 tool for sales, in that capacity is that true?

8 A Well, the disclaimer goes on to say that
9 it believes the document is accurate but no
10 warranty is implied, expressed, or provided.

11 Q So it's a yes/no question. Do you
12 believe that to be true?

13 A I don't think that's a yes/no answer. I
14 think there's qualifiers that need to be added. I
15 don't think I can answer that with just a simple
16 yes or simple no.

17 Q Well, why don't you answer it with a
18 simple yes or no, please, and then tell me the
19 qualifiers that need to be added.

20 A If you could repeat the question again.

21 Q Yeah. So for the executive summary that
22 Revenue Asset Services provided, is it correct
23 that Revenue Asset Services is responsible for the
24 content of the executive summary?

25 MR. CARBAJAL: This is Hector Carbajal.

1 I'd like to state an objection. I view the
2 question as argumentative. The witness stated he
3 couldn't answer the question with a yes or no.

4 A I still stand by that. I don't think
5 that's a yes or no question.

6 Q The Bluesky contract was executed in
7 June of 2014 I'll represent. How much experience
8 did Revenue Asset have in the medical industry in
9 June of 2014?

10 A I had been working in the medical
11 industry since 20- -- well, since I graduated from
12 graduate school, really. So I would say 14 years
13 of being in the medical arena in one capacity or
14 another.

15 Q How was the Bluesky litigation resolved?

16 A The judge basically told Bluesky,
17 "You're going to lose the case, and if you lose,
18 you're going to owe legal fees." So Bluesky's
19 owner said that it was the principle of the thing
20 and he wanted to go through all the litigation,
21 regardless. And my attorney informed me that it
22 was going to cost me about \$15,000 to complete the
23 litigation. So Bluesky was willing to accept, I
24 think it was 4,000 or 5,000 as a nuisance fee to
25 go away. In the cost-benefit analysis, without

1 admitting any wrongdoing, I think I gave them the
2 5,000 so I wouldn't have to go to trial.

3 Q Thank you.

4 And that resolved the case, to your
5 knowledge?

6 A Correct. There was no fraud found.

7 Q Do you recognize this document?

8 A I do.

9 MR. BALL: For the purposes of this
10 Exhibit, I'd like to mark PDF 81 through 106 as
11 Exhibit E.

12 (Exhibit E identified.)

13 BY MR. BALL:

14 Q What is this document?

15 A It's a complaint from the U.S. Trustee's
16 office.

17 Q Is this the complaint that was filed
18 against you during the bankruptcy proceeding?

19 A Correct.

20 Q Can you read paragraph 9 for me, to
21 yourself, not out loud.

22 A Okay.

23 Q A portion of that paragraph alleges that
24 you failed to explain the dissipation of the
25 \$770,000 or more of investment money you received.

1 Is that allegation accurate?

2 A I was following my attorney's
3 instructions when my bankruptcy was filed.

4 Q I don't want to get into attorney-client
5 communications, but what makes that allegation
6 accurate or not?

7 A Well, there's quite a bit there, but
8 again, I was following my attorney's instructions
9 on how to file my bankruptcy forms.

10 Q You mentioned there's quite a lot there.
11 Can you tell me what else?

12 A There's a whole paragraph worth of
13 stuff. He had testified he was unemployed since
14 at least a year prior to this filing, which is
15 true. The only work I did was voluntary work.

16 Q Oh. So when you say there's a lot
17 there, you're referring to paragraph 9, not the
18 additional explanation; is that right?

19 A Yeah. But most of the paragraph is not
20 true. It's just an allegation.

21 Q And you filed for bankruptcy because of
22 the Holmes judgment against you; is that right?

23 A Right, and the answering service
24 business was a failure.

25 Q I'd like you to, if you would, please,

1 look at page 14, about the last half. If you
2 could read that to yourself and let me know when
3 you're done, sir.

4 A At which paragraph should I start?

5 Q If you'd start on 68, I'd appreciate
6 that.

7 A Okay.

8 Q If we could go to all of 15, please.

9 A Okay.

10 Q I'll go down one more. Could you read
11 the top half of 16 and ending on allegation number
12 77.

13 A Okay.

14 Q There are several names mentioned in
15 there. Did you remember any of those names?

16 A Yes.

17 Q If you could read paragraph 80 to
18 yourself as well.

19 A Okay.

20 Q That allegation alleges that you did not
21 disclose the victims to anyone in your bankruptcy
22 document; is that correct?

23 A That's what the allegation states.

24 Q I'm asking you is that correct?

25 A I was following the instructions of my

1 bankruptcy attorney.

2 Q Okay. Is that correct?

3 A Yes, because I was following the
4 instructions of my bankruptcy attorney.

5 Q Do you know of anyone else who may have
6 been similarly situated to those names you looked
7 at who were not also disclosed in your bankruptcy
8 documents?

9 A I can't think of people offhand.

10 Q Do you need a moment?

11 A No. I'm pretty comfortable with that
12 list. Well, at least as far as allegations go,
13 but not all of them are true.

14 Q Not all. Which ones are true?

15 A Of this whole complete complaint, I
16 think that's a pretty broad question. Could you
17 be more specific?

18 Q Yeah. I was specifically referring to
19 the names. I'll switch. The bottom, 74, lists a
20 handful of names. I count five. And the top
21 lists three. Which ones are true of those?

22 A Well, some of these people belong to
23 Revenue Asset Services.

24 MR. HEJMANOWSKI: Objection. Vague.

25 Go ahead.

1 THE WITNESS: I'm sorry?

2 MR. HEJMANOWSKI: I said objection.

3 Vague.

4 Go ahead.

5 A Some of these people belong to Revenue
6 Asset Services, and that company was sold, so I
7 didn't have any obligation for people or companies
8 I sold.

9 Q Do you know which ones?

10 A Not without looking at the documents,
11 not offhand.

12 Q Who prepared the list of creditors that
13 you submitted to the bankruptcy court?

14 A My bankruptcy attorney.

15 Q What was his name?

16 A David Kasen.

17 Q Could you spell that last name?

18 A K as in kill, A as in apple, S as in
19 Sam, E as in Edward, N as in Nancy.

20 Q Do you recognize the name Dr. Craig
21 Ramsdell?

22 A Vaguely.

23 Q Is he an individual that, as you sit
24 here today, that should have been listed?

25 A No. I think his company was sold, and

1 his contract was sold along with that company. I
2 wasn't responsible for him.

3 Q When you say his company was sold,
4 what's the name of that company?

5 A I actually don't recall. It was -- it
6 was a long time ago, but I'm confident that his
7 contract was sold to another company.

8 Q This is a complaint in bankruptcy court.
9 Do you know how this complaint was eventually
10 resolved?

11 A Yeah. The U.S. Trustee asked me to
12 revoke my bankruptcy discharge, so I did.

13 Q And why?

14 A Because I didn't have the wherewithal,
15 the resources like the federal government.

16 Q Can you identify all the entities that
17 you have owned or operated that were involved in
18 the sale of medical billing contracts?

19 A From what years?

20 Q All years. You mentioned that you've
21 been doing this for 14 years. So let's go 14.

22 A National Billing Corporation, Revenue
23 Asset Services. Might have been one or two
24 others, but I can't recall.

25 Q I'm sorry. What was the second one you

1 just listed?

2 A Revenue Asset Services.

3 Q Would American Billing Associates have
4 been one of them?

5 A I think that was a d/b/a. I can't
6 recall. It's been so many years now.

7 Q Mr. Reddy, are you wanting a break now,
8 or should we take one in, say, ten minutes?
9 What's best?

10 A We can go ten minutes.

11 Q I'm sorry. I just blanked there on what
12 you were mentioning to me. Revenue Asset
13 Services. You mentioned American Billing
14 Associates you believe was a d/b/a; is that right?

15 A To my recollection, but again, without
16 paperwork in front of me, I can't verify that.

17 Q American Medical Answering Services,
18 LLC; is that correct?

19 A That's an LLC, correct.

20 Q Is that one of your entities?

21 A Yes.

22 Q National Billing Corporation; is that
23 correct?

24 A Right, correct.

25 Q Any others?

1 A Again, I can't recall any others.

2 Q As far as Revenue Asset Services, when
3 did that start operating?

4 A It was before my lawsuit with Carlos. I
5 don't recall the year.

6 Q I'm going to ask you to speculate. Can
7 you speculate on a year, please.

8 A Maybe '14, 2015.

9 Q Were you the sole owner of that company,
10 that LLC?

11 A Yes.

12 Q Did it have employees?

13 A No, no employees except me.

14 Q Were you a sole proprietor?

15 A It was an LLC.

16 Q You were the sole business owner, sole
17 employee; is that right?

18 A Correct.

19 Q You mentioned no employees. Were there
20 independent contractors?

21 A Yes.

22 Q Who?

23 A David has assisted me, and then whatever
24 team he employed.

25 Q When you say team, how many people would

1 that be?

2 A I don't know. He did whatever he did on
3 his end, and I didn't ask questions about what his
4 business model was.

5 Q American Medical Answering Services,
6 LLC, when did that start operating?

7 A I think 2015, but again, I don't recall
8 the exact year.

9 Q Were you the sole owner of that?

10 A Yes.

11 Q Were there any employees?

12 A No.

13 Q Did that have independent contractors?

14 A David's companies.

15 Q Anyone else?

16 A No, not that I'm -- well, whatever team
17 he might have employed, I don't know about that.

18 Q National Billing Corporation, when did
19 that start operating?

20 A I think that was 2006, but again, it's
21 been so long I wouldn't know for sure.

22 Q You said 2006?

23 A Correct.

24 Q Were you the sole owner of that?

25 A Yes. I bought it from Mr. Weinstein.

1 Q Did that have employees?

2 A Myself. My wife had assisted me with
3 certain things, but I wouldn't call her an
4 employee.

5 Q We're talking three separate business
6 entities. Did all these business entities
7 generally do the same thing?

8 A No. National Billing pretty much
9 focused on medical billing and only medical
10 billing. Revenue Asset Services did medical
11 billing, medical collection, medical answering
12 services. American Medical Answering only did
13 answering services.

14 Q Is there a reason why these are all
15 different corporations and not the same?

16 A Well, National Billing company was sold
17 to Tony Holmes in 2008 or 2009, so I needed a new
18 company at some point, so I set up Revenue Asset
19 Services when I decided to get back into this.
20 And then the answering service, I wanted to keep
21 that separate because I was looking at selling
22 Revenue Asset Services and then focusing on the
23 answering service afterwards.

24 Q American Medical Answering Services is a
25 limited liability company. Who were its members?

1 A Just me.

2 Q Have there ever been any other members?

3 A No.

4 Q Revenue Asset Services, again a limited
5 liability. Who were its members?

6 A Just me.

7 Q Did you communicate with Kevin Brown by
8 letter concerning the MedAppeal contract?

9 A No.

10 Q You did not?

11 A I have no recollection of writing a
12 letter to Kevin Brown for that contract.

13 Q ...MedAppeal Contract.

14 (Reporter clarification.)

15 Q Did you communicate with Kevin Brown by
16 email concerning the MedAsset/MedAppeal contract?

17 A No, I don't believe I did.

18 Q Did you communicate with David Weinstein
19 by letter concerning the MedAsset/MedAppeal
20 contract?

21 A No.

22 Q Did you communicate with David Weinstein
23 by email concerning the MedAsset/MedAppeal
24 contract?

25 A No.

1 Q Have you ever performed any services for
2 MedAsset?

3 A I voluntarily did training for them.

4 Q What period of time?

5 A About 2017 to 2018.

6 Q You voluntarily did training. What type
7 of training was that?

8 A Medical billing training, medical
9 collection training.

10 Q Can you describe the type of training
11 that was? What did you do?

12 A How to use the software; an overview of
13 the medical billing industry; when a doctor comes
14 on board, what do you need to do first in
15 organizing client files. Most of it was how to
16 run the software and how to understand various
17 forms in the medical industry.

18 MR. BALL: I appreciate we've been going
19 for a while now. If there's no objection, I think
20 it would be a good time to take a lunch break.

21 MR. HEJMANOWSKI: Fine.

22 MR. BALL: Everybody good with that?

23 MR. HEJMANOWSKI: Yes.

24 MR. BALL: Thank you, all. So we'll
25 resume at 12:50. Would that work?

1 MR. HEJMANOWSKI: Sure.

2 MR. BALL: Thank you.

3 (Break taken from 11:50 a.m.

4 to 12:51 p.m.)

5 BY MR. BALL:

6 Q Mr. Reddy, I just want to revisit one
7 issue that we discussed. You mentioned that your
8 attorney for the bankruptcy we were going over was
9 David Kasen; is that correct?

10 A Correct.

11 Q And was he -- what state did you file
12 bankruptcy in?

13 A Michigan.

14 Q Michigan. And was Mr. Kasen part of a
15 law firm?

16 A Kasen & Kasen.

17 Q Kasen & Kasen. And do you know, were
18 any attorneys at Kasen & Kasen able to practice
19 law in the state of Michigan?

20 A I'm not aware of what he -- I think he's
21 a New Jersey attorney.

22 Q But you don't know whether he had passed
23 the bar and was qualified to practice law in
24 Michigan?

25 A My understanding is no, but I never

1 asked him.

2 Q But he was representing you in the
3 Michigan bankruptcy; is that right?

4 A Correct.

5 Q So did you, with him not being barred
6 there, did you file as an individual pro se
7 instead of the attorney?

8 A Yes.

9 Q And so what involvement did David Kasen
10 have in the matter if he wasn't actually making an
11 appearance?

12 A He instructed me to file pro se, and he
13 did all the paperwork.

14 Q So he was the person in the back office
15 creating the paperwork and that sort of thing?

16 A Right. He did all the motions, at least
17 on paper. He filed them -- well, he told me how
18 to file them, because he was in New Jersey. He
19 wrote all the -- he was the author of everything.

20 Q And how did you get turned on to him?
21 How did you find Mr. Kasen?

22 A I was recommended to him.

23 Q By who?

24 A By David Weinstein.

25 Q And how did David know David Kasen.

1 David Weinstein know David Kasen?

2 A I don't really know the history of their
3 complete relationship.

4 Q Okay.

5 A I think they had known each other.

6 Q Was your wife part of that bankruptcy?

7 A She was also represented by Mr. Kasen.

8 Q So the answer to that question is yes,
9 she was part of that bankruptcy?

10 A No, because the bankruptcy was my
11 bankruptcy. Mr. Kasen represented both of us.

12 Q Why would Mr. Kasen represent your wife?

13 A Because that's what he instructed he was
14 going to do.

15 Q So as you sit here today... your
16 knowledge?

17 (Reporter clarification.)

18 Q What is MedAsset, to your knowledge?

19 A It's an LLC.

20 Q And what does MedAsset do?

21 A It does medical -- well, it brings in
22 doctors for medical billing, medical collection,
23 medical appeals, and once it brings those doctors
24 in, it resells -- assigns those doctors to people
25 who want to take care of the client.

1 Q Were you an employee of MedAsset?

2 A No.

3 Q Were you compensated for work that you
4 performed on behalf of MedAsset?

5 A No.

6 Q No?

7 A No.

8 Q Have you ever performed services for any
9 entity of David Weinstein beyond what we've
10 already talked about?

11 A Not that I can recall.

12 Q Do you recognize this document?

13 A Not really. I think I might have seen
14 it in the first amended complaint maybe, but I
15 don't recognize the logos offhand like that.

16 Q I'm going to go through the pages of
17 this document. I went too far. 124 is where I
18 wanted to end.

19 You have not seen this document previous
20 to the review you mentioned in the first amended
21 complaint?

22 A I think there was a complaint filed in
23 Illinois. This might have been part of that also.
24 I might have seen it then. Then there was the
25 original complaint; it might have been part of

1 that. And then I saw it again in the first
2 amended complaint, but I'm not sure what was
3 included or not included. I don't have those in
4 front of me, but --

5 Q You did not --

6 A -- I didn't see --

7 Q -- see it previous --

8 A Go ahead.

9 Q Did you not see it previous to the
10 filings that you're mentioning?

11 A Previous to the lawsuit, I have never
12 seen this particular contract.

13 MR. BALL: I'd like to mark PDF
14 pages 107 through 124 as Exhibit F.

15 (Exhibit F identified.)

16 BY MR. BALL:

17 Q So if you haven't seen this, you don't
18 know who drafted it; is that right?

19 A I do not know.

20 Q But you testified earlier that this was
21 similar to a template that you were using with
22 your buyers; is that right?

23 A The template looks very similar, yes.

24 Q Very similar.

25 I'll represent to you that MedAppeal

1 made a \$75,000 payment. Did you receive any
2 portion of that payment related to this contract?

3 A No.

4 Q Do you know how many medical appeal
5 contracts MedAsset provided to plaintiff?

6 A No, not offhand anyway. If I could go
7 back and look at documents, I'm sure I could give
8 you the exact answer, but I don't know offhand.

9 Q Do you know how many medical
10 credentialing contracts MedAsset provided to
11 plaintiff?

12 A No, I don't know.

13 Q Are you able to refute any of the
14 allegations that plaintiff has asserted against
15 MedAsset concerning MedAsset's contractual
16 performance?

17 A Well, I've never seen a contract up
18 until the first amended complaint, so I'm not
19 really sure. At the time that it was signed or do
20 you mean now?

21 Q Given that you mentioned you've reviewed
22 the first amended complaint, there's certain
23 allegations in there against MedAsset. Did you --
24 can you, as you sit here today, refute any of
25 those allegations concerning MedAsset's

1 contractual performance?

2 A If you can give me a specific issue, I
3 might be able to, but the question is way too
4 broad for me to answer this way.

5 Q I understand. I understand.

6 In the first amended complaint, it
7 alleges words to the effect and in general that
8 MedAsset did not contractually perform. Can you
9 refute any of those allegations?

10 MR. HEJMANOWSKI: Excuse me. Can you
11 show him the complaint so that he can see that
12 firsthand?

13 MR. BALL: Sure. You know, why don't we
14 just, so I don't have to move any more documents
15 around and make us all dizzy, why don't I just
16 come back to that line of questioning.

17 BY MR. BALL:

18 Q Are you married?

19 A Yes.

20 Q Tell me the name of your wife, if you
21 would, please.

22 A Margaret Reddy.

23 Q Has your wife, Margaret, ever worked for
24 Mr. Weinstein?

25 A Yes.

1 Q Does she still work for Mr. Weinstein?

2 A No.

3 Q When did she stop?

4 A 2018.

5 Q And when did she start?

6 A Good question. 2016, 2015. I'm not
7 really sure the precise date.

8 Q And working for Mr. Weinstein, I assume
9 that was with a company that he was an owner of;
10 is that right?

11 A Correct.

12 Q Do you know the name of that company?

13 A I'm not sure which one she was employed
14 by.

15 Q Would you agree that she began working
16 for Kelly Services in January of 2018?

17 A That sounds about right.

18 Q And so previous to that time, was she
19 working for David in December of 2017-ish?

20 A Yeah, possibly. I would have to look at
21 a 1099 to figure out the answer, but I don't have
22 those in front of me.

23 Q Why would she switch from Kelly -- from
24 working for David to working for a company, Kelly
25 Services, not related to David?

1 A She might have been doing both. There
2 was some overlap. But Kelly Services was a temp
3 job that she worked for. I think she was assigned
4 to Ford Motor Company.

5 Q What did she do for Ford Motor Company?

6 A Some sort of IT work. I'm not really
7 sure.

8 Q Do you acknowledge that David advised
9 Margaret to go get a different job besides working
10 for him?

11 A Yes.

12 Q Why was that?

13 A I'm sorry. What was the question?

14 Q Why was that?

15 A Well, because the medical answering
16 services business and the medical transcription
17 business were not viable anymore, and that was
18 half of the portfolio of things that we used to
19 sell. So David was reduced to medical billing,
20 and medical collection was pretty good still, but
21 there was some fluctuations that we were seeing in
22 the data. So when there was half as many things
23 that we were able to sell, the revenue for the
24 company likewise would drop.

25 Q Was that a significant drop enough to

1 justify finding another job?

2 A It was enough that we were concerned, so
3 we had a conversation, and he advised her that,
4 you know, "Maybe you should get a more permanent,
5 stable position. I'm not sure this position is
6 going to last forever."

7 Q And this was the same work that David
8 and MedAsset sold to MedAppeal; right?

9 A No. MedAppeal bought medical appeals.
10 They didn't buy an answering service or a
11 transcription business. Medical billing and
12 medical appeals is actually fairly healthy still.
13 In fact, I told your clients don't go into medical
14 transcription, medical answering services or
15 medical transcription because those fields are
16 dying, during the reference call.

17 Q So what's the difference between David's
18 work that had tapered off considerably and the
19 work that MedAsset agreed to perform for
20 plaintiff?

21 A The work that -- the medical appeals
22 business was still very healthy, and the medical
23 billing business was still very healthy, and the
24 medical collection business was still pretty
25 healthy, but there were fluctuations, depending on

1 the time of year.

2 Q Can you take a look at that document,
3 that single page.

4 A Okay.

5 Q Have you had a chance to make a full
6 review?

7 A Yes.

8 Q You mentioned earlier that you believe
9 you had no emails; is that right?

10 A Between myself and David.

11 Q Okay.

12 A Before the --

13 Q Do you have --

14 MR. HEJMANOWSKI: Let him finish.

15 MR. BALL: I'm sorry.

16 A Before the contract was signed with your
17 client, I have no emails with David regarding your
18 client.

19 Q From that email, you state in there
20 words to the effect that you think something
21 happened in the appeals market that changed
22 things. Is that the same change that caused David
23 to advise your wife to change jobs?

24 A I don't know what I was referring to
25 then. I'd need a little more context from that

1 conversation.

2 Q On May 3rd, 2018, was MedAsset or David
3 Weinstein, to your knowledge, obligated under any
4 other contracts to provide medical appeals or
5 medical billing offices to other buyers?

6 A I don't know what he was obligated to
7 do. I wasn't in charge of his business.

8 Q Did you do any voluntary training for
9 those businesses?

10 A Yes.

11 Q Which companies or individuals do you
12 recall in 2018 that you were volunteering for?

13 A I don't remember which businesses I was
14 volunteering for. David just called me and said,
15 "This person needs training on billing," or
16 whatever it happened to be, and I said, "Okay.
17 Give me their phone number. I'll introduce
18 myself."

19 Q Can you recall any of those people that
20 you spoke with, their names?

21 A No, not really. Other than your client,
22 I don't remember anyone else from 2018.

23 Q We talked about -- well, strike that.

24 Are you aware of MedAsset becoming
25 obligated under any other contract to provide

1 medical bills -- medical billing offices to other
2 buyers between May 3rd and October 1st of 2018?

3 A I'm not aware that MedAsset was
4 obligated to do medical appeals for anyone except
5 for your client.

6 Q On May 3rd, 2018, are you aware whether
7 or not MedAsset was obligated under any other
8 contracts to provide medical credentialing offices
9 to other buyers?

10 A I'm not aware of any other contract, no.

11 Q Are you aware whether MedAsset became
12 obligated under other contracts to provide medical
13 credentialing offices to other buyers between
14 May 3rd and October 1st, 2018?

15 A No, I'm not aware of any other medical
16 credentialing contracts that MedAsset had to
17 supply for anyone.

18 Q How often in 2018 were you in contact
19 with Mr. Weinstein, David Weinstein?

20 A Frequently.

21 Q Would you say more than once a month?

22 A Yes.

23 Q More than once a week?

24 A Yes.

25 Q In September of 2018, David Weinstein

1 told my client that he was citing the whooping
2 cough illness. Do you remember David being sick
3 at that time?

4 A Yes.

5 Q When did you learn he was sick?

6 A He texted me from the hospital, and he
7 texted me a short video clip of someone who had
8 whooping cough and what it sounds like and how
9 painful it is.

10 Q When did he text you that?

11 A When he was in the hospital. I don't
12 know the exact date.

13 Q You think that was in 2018 or around
14 there?

15 A My recollection is it was in the fall.
16 I just don't recall the exact date.

17 Q Do you know when he recovered from that?

18 A My recollection is that he was in and
19 out of the hospital a couple times back and forth
20 between his doctor a couple times. So I don't
21 know how --

22 Q Do you recall the -- I'm sorry. Go
23 ahead.

24 A I don't know how to qualify that as
25 recovered, because I think recovering from

1 whooping cough takes a couple months.

2 Q In David's case, do you know how long
3 that took?

4 A I don't know. I'm not his doctor.

5 Q How much did Dave's illness interfere
6 with his ability to comply with MedAsset's
7 contract with plaintiff; do you know?

8 A Yeah, it completely obliterated his
9 ability to do anything. He couldn't speak on the
10 phone. He couldn't move. He couldn't do
11 anything. And he was in the ER. I would say that
12 it would be pretty much impossible at that
13 particular moment to do what he needed to do.

14 Q But you don't know how long that lasted
15 for?

16 A I might have then, but I don't know.
17 It's been two years. I don't know.

18 Q I just want to talk about memory for a
19 minute. Do you have any memory problems?

20 A No.

21 Q Have you ever had any head injuries?

22 A No.

23 Q I know we talked about dates in 2005
24 forward today, and you've had a tough time
25 recalling those. Is that normal for you to have

1 difficulty recalling dates from a couple years ago
2 and beyond?

3 A Yeah, I'm not good at dates, and I'm not
4 good at times. Things tend to roll together for
5 me. So I don't think it's because of a head
6 injury or cognitive decline or whatever.

7 Q You have a hard time remembering names,
8 is that right, too?

9 A Yeah, I would say that's true.

10 Q So as you sit here today, there's no
11 medical conditions that are preventing your memory
12 from recalling things?

13 A Not that I'm aware of.

14 Q Other than helping train plaintiff for
15 his contract with MedAsset, were you doing any
16 other work for David Weinstein or his entities
17 between May and September 2018?

18 A No.

19 Q No?

20 A I might have taken some sales calls, but
21 other than that, no, I wasn't really doing
22 anything for him.

23 Q You might have taken sales calls on
24 David's behalf?

25 A If I was available and he needed me,

1 sure.

2 Q So you would, in a situation, a pinch
3 situation, you would work for David as a
4 salesperson?

5 A No, I wouldn't say that. I think if the
6 phone rang and I was available, then I might have
7 taken over, but I don't recall it happening at all
8 in 2018.

9 Q Which phone was that?

10 A My personal cell phone.

11 Q And why would David's calls go to your
12 personal cell phone?

13 A Because we can organize Ring Central so
14 that calls routed can be rerouted elsewhere.

15 Q So you were a number that was rerouted
16 for David's sales calls?

17 A I could create that to happen, but I
18 don't recall that happening in 2018.

19 Q When did it happen?

20 A Previously, in 2016 especially, a little
21 bit in 2017 before I stopped doing any of his
22 work.

23 Q So what else did you train people on
24 for -- I'm sorry. Strike that.

25 For a company that David -- strike that.

1 For contracts that David was selling,
2 what else did you train people on?

3 A Medical collections would be the primary
4 thing, medical billing. When we did medical
5 transcription many, many years ago, I showed
6 people how that worked also. I think that's about
7 it.

8 Q Between May and September of 2018, do
9 you recall training anyone?

10 A I don't recall. I might have, but I
11 don't remember any names of the people offhand,
12 other than your client.

13 Q So my client, and that's all you can
14 recall?

15 A Yeah, I don't remember names.

16 Q We'll get into some names later.

17 You were introduced to plaintiff as a
18 reference by Kevin Brown before the contract was
19 signed, the contract I've shown you; is that
20 correct?

21 A I don't know about Kevin Brown. I don't
22 know who gave my phone number away. I haven't
23 spoken to Kevin Brown since early 2017. Even
24 throughout the midst of this lawsuit, I still
25 haven't spoken to him.

1 Q And you spoke with plaintiff as a
2 reference for MedAsset; is that correct?

3 A Correct.

4 Q What did you tell plaintiffs during that
5 conversation?

6 A I think I probably told them, "Go ahead
7 and fire away with whatever questions you might
8 have." But I told them, "Medical transcription
9 and medical answering service, you should not do
10 those businesses because they're not viable." And
11 then I gave them my opinion about anything else
12 that they might have inquired about. I gave my
13 opinions on David. I gave my opinion about the
14 business, because I had done medical appeals work
15 myself. And I gave my opinion about whatever they
16 asked about.

17 Q What else do you recall about that
18 conversation?

19 A It's a little broad. Can you be more
20 specific?

21 Q Yeah. You just mentioned four or five
22 points that you discussed with them about, some
23 questions, some answers, some areas. What else?
24 Anything else?

25 A I think the question is still too broad.

1 I'm not sure what you're asking for.

2 Q I'm asking or requesting that you tell
3 me everything that you can remember about that
4 conversation or conversations.

5 A At the moment, that's all I can recall.
6 It was only about...

7 Q During that conversation --
8 (Reporter clarification.)

9 A The conversation was only ten minutes
10 long. I said, "The conversation was only ten
11 minutes long."

12 Q During that conversation, did you vouch
13 for David Weinstein?

14 A Yes.

15 Q Did you vouch for MedAsset?

16 A I don't see the difference.

17 Q Well, I would submit that one is an
18 entity and another is an individual.

19 A I don't know if they asked for a
20 difference between the two. I don't think they
21 would have asked a question about David and then a
22 question about MedAsset. I think they would have
23 just asked one question.

24 Q I see. I appreciate that clarification.
25 Can we go to interrogatory number 6. If

1 you can read that to yourself, the question and
2 the answer, and then let me know when you've done
3 so.

4 A Okay.

5 Q So is it accurate to say that you were
6 not part of the negotiations, representations, or
7 discussions between plaintiff and MedAsset?

8 A Correct. I didn't even know that they
9 had signed a contract until after they signed the
10 contract.

11 Q But you made representations about David
12 Weinstein and MedAsset during that conversation;
13 correct?

14 A No, I didn't make any representations.
15 I gave them my opinion. I think there's a
16 difference.

17 Q Well, would you agree both of those are
18 discussions?

19 A I'm sorry. That a representation and an
20 opinion is a discussion?

21 Q Yeah, would you agree that a
22 representation and an opinion both fit in the
23 category of a discussion?

24 A Conversation, sure.

25 Q And you've had conversations with my

1 client about MedAsset; is that correct?

2 A Or David. I don't know if I had
3 conversation about both.

4 Q So why would you say that in this
5 interrogatory number 6 that you did not?

6 A Well, I think the question,
7 interrogatory number 6, asks about state all facts
8 upon which you base your belief that MedAsset was
9 capable of honoring its contract. At that time I
10 didn't even see any contract. I didn't even see
11 the contract until your client filed the lawsuit,
12 so how could I have an opinion about something
13 being fulfilled if I had never even seen it?

14 Q Well, I would argue that -- well, I
15 don't want to argue. I don't want to be
16 argumentative.

17 Okay. So you knew, though, that that
18 was -- you previously testified today that that
19 contract was part of a template contract. Would
20 you have any reason to believe that the template
21 would not be used or the vast majority of it would
22 not be used with my client?

23 MR. HEJMANOWSKI: Objection.
24 Speculative.

25 Go ahead and answer.