

Case No. _____

In the Supreme Court of Nevada

UNITED HEALTHCARE INSURANCE COMPANY,
UNITED HEALTH CARE SERVICES, INC., UMR,
INC., SIERRA HEALTH AND LIFE INSURANCE
COMPANY, INC., HEALTH PLAN OF NEVADA, INC.,

Petitioners,

vs.

THE EIGHTH JUDICIAL DISTRICT COURT of the
State of Nevada, in and for the County of Clark;
and THE HONORABLE NANCY L. ALLF, District
Judge,

Respondents,

and

FREMONT EMERGENCY SERVICES (MANDAVIA),
LTD., TEAM PHYSICIANS OF NEVADA-MANDAVIA,
P.C., CRUM STEFANKO AND JONES, LTD.,

Real Parties in Interest.

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Oct 15 2021 09:36 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

**PETITIONERS' APPENDIX
VOLUME 1
PAGES 1-247**

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CERTIFICATE OF SERVICE

I certify that on October 14, 2021, I submitted the foregoing
“Petitioners’ Appendix” for filing *via* the Court’s eFlex electronic filing
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I further certify that I served a copy of this document by mailing a
true and correct copy thereof, postage prepaid, at Las Vegas, Nevada,
addressed as follows:

The Honorable Nancy L. Alf
DISTRICT COURT JUDGE – DEPT. 27
200 Lewis Avenue
Las Vegas, Nevada 89155

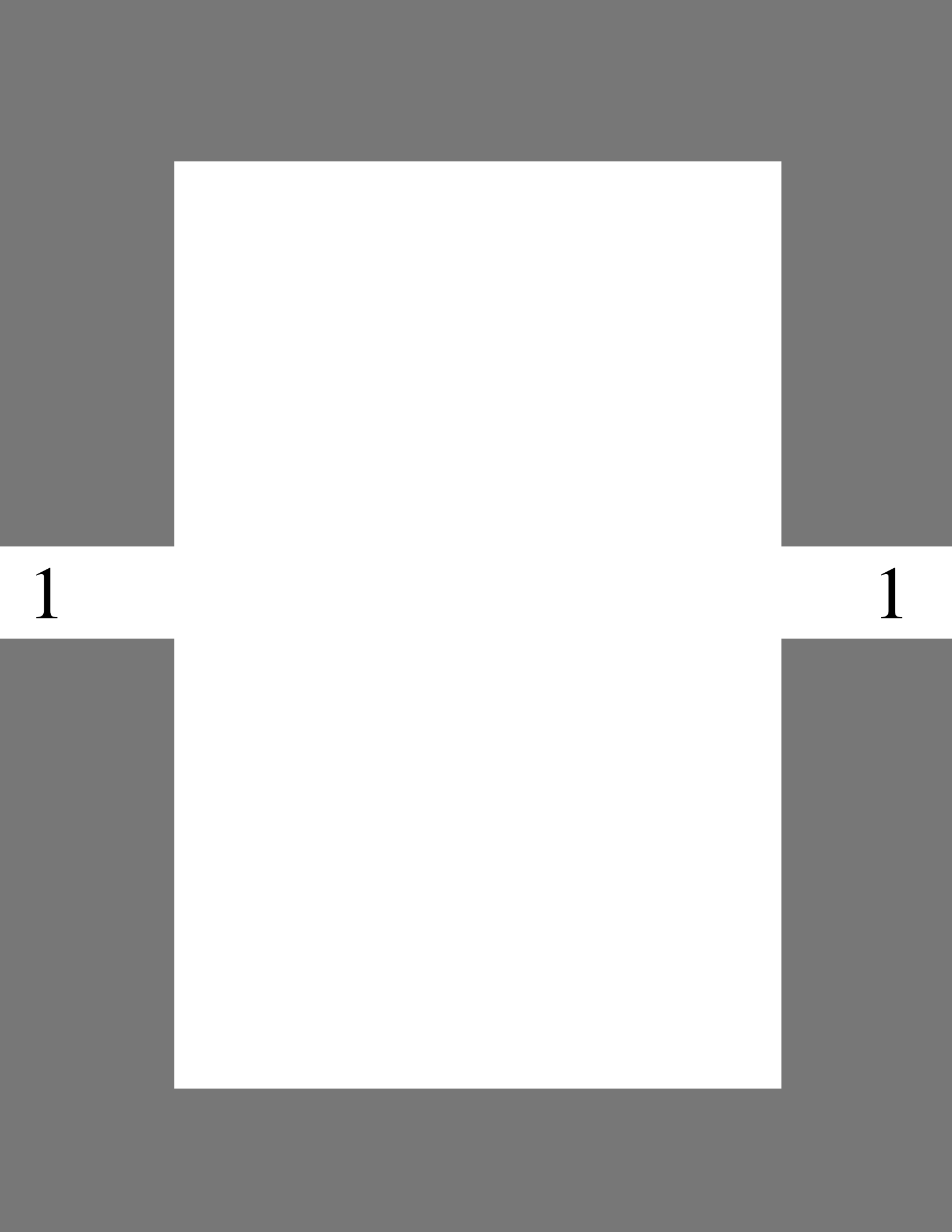
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DISTRICT COURT

CLARK COUNTY, NEVADA

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD., a Nevada professional
corporation; TEAM PHYSICIANS OF
NEVADA-MANDAVIA, P.C., a Nevada
professional corporation; CRUM, STEFANKO
AND JONES, LTD. dba RUBY CREST
EMERGENCY MEDICINE, a Nevada
professional corporation,

Plaintiffs,

Case No.: A-19-792978-B
Dept. No.: 27

**DEFENDANTS' MOTION TO QUASH
OUT OF STATE TRIAL SUBPOENAS
ON ORDER SHORTENING TIME**



1 vs.

2 UNITEDHEALTH GROUP, INC., a Delaware
 3 corporation; UNITED HEALTHCARE
 4 INSURANCE COMPANY, a Connecticut
 5 corporation; UNITED HEALTH CARE
 6 SERVICES INC., dba UNITEDHEALTHCARE,
 7 a Minnesota corporation; UMR, INC., dba
 8 UNITED MEDICAL RESOURCES, a Delaware
 9 corporation; OXFORD HEALTH PLANS, INC., a
 10 Delaware corporation; SIERRA HEALTH AND
 11 LIFE INSURANCE COMPANY, INC., a Nevada
 12 corporation; SIERRA HEALTH-CARE
 13 OPTIONS, INC., a Nevada corporation; HEALTH
 14 PLAN OF NEVADA, INC., a Nevada
 15 corporation; DOES 1-10; ROE ENTITIES 11-20,

16 Defendants.

17 Defendants UnitedHealth Group, Inc., UnitedHealthcare Insurance Company (“UHIC”),
 18 United HealthCare Services, Inc. (“UHS”, and together with UHIC, “UHC”), UMR, Inc.
 19 (“UMR”), Oxford Health Plans, Inc. (“Oxford”), Sierra Health and Life Insurance Co., Inc.
 20 (“SHL”), Sierra Health-Care Options, Inc. (“SHO”), and Health Plan of Nevada, Inc. (“HPN”)
 21 (collectively “Defendants”), by and through its attorneys of record, hereby file this Motion to
 22 Quash Plaintiffs’ trial subpoenas (“Motion”) seeking to compel testimony from Angela Nierman,
 23 Jason Schoonover, John Haben, Jolene Bradley, Kevin Ericson, Lisa Dealy, Marty Millerliele,
 24 Rebecca Paradise, Scott Ziemer, and Vince Zuccarello, all of whom are current or former
 25 employees of certain Defendants and reside outside the State of Nevada. Defendants also move
 26 for an order shortening time.

27 This Motion is made and based upon the attached Declaration of Colby Balkenbush, Esq.,
 28 the following Memorandum of Points and Authorities, the pleadings and papers on file herein,
 and any argument presented at the time of hearing on this matter.

Dated this 4th day of October, 2021.

/s/ Colby L. Balkenbush

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**DECLARATION OF COLBY L. BALKENBUSH, ESQ. IN SUPPORT OF
DEFENDANTS' MOTION TO QUASH OUT OF STATE TRIAL SUBPOENAS ON
ORDER SHORTENING TIME**

COLBY L. BALKENBUSH, ESQ., subject to the penalties of perjury, declares:

1. I am an attorney with the law firm of WEINBERG, WHEELER, HUDGINS, GUNN, AND DIAL, LLC, and counsel for Defendants in this matter.

2. I have personal knowledge of the matters contained in this Declaration, or as to matters stated upon information and belief, I believe them to be true, am competent to testify to the same, and would so testify if called as a witness.

3. On September 9, 2021, the TeamHealth Plaintiffs served trial subpoenas on the law firm of Weinberg Wheeler, Hudgins, Gunn and Dial, LLC, seeking to compel the testimony of Angela Nierman, Jason Schoonover, John Haben, Jolene Bradley, Kevin Ericson, Lisa Dealy, Marty Millerliele, Rebecca Paradise, Scott Ziemer, and Vince Zuccarello. These potential witnesses are all current or former employees of certain Defendants.

4. None of the aforementioned witnesses reside within the State of Nevada, nor do any of the witnesses live within 100 miles of the Clark County Regional Justice Center; the witnesses reside in Florida, Minnesota, Pennsylvania, Connecticut, Texas, and Wisconsin.

5. On September 20, 2021, my co-counsel, Adam Levine, Esq., emailed Counsel for the TeamHealth Plaintiffs, John Zavitsanos, to request that TeamHealth Plaintiffs withdraw the trial subpoenas because the witnesses reside well outside of Nevada and are thus not subject to compulsory attendance at trial. Mr. Zavitsanos responded the following day by noting that the parties would need direction from the Court on this dispute, and directed Mr. Levine to file the instant motion. In response, Defendants also served trial subpoenas on various employees of the TeamHealth Plaintiffs who on information and belief reside outside of the State of Nevada. Defendants served these subpoenas as a precautionary matter and expressly reserving their position that all such subpoenas were unenforceable under the Nevada Rules of Civil Procedure.

6. The parties made a good faith effort to confer, but have been unable to resolve the matter satisfactorily.

7. Given that trial is set to begin on October 25, 2021, time is of the essence in



1 having this Motion heard and decided so that the parties have direction in preparing for trial.
2 Therefore, good cause exists to hear this Motion on an order shortening time.

3 8. I declare under penalty of perjury that the foregoing is true and correct to the best
4 of my knowledge.

5 Dated this 4th day of October, 2021

6 /s/ Colby L. Balkenbush
7 Colby L. Balkenbush, Esq.



ORDER SHORTENING TIME

Good cause appearing, it is ordered that **MOTION TO QUASH OUT OF STATE TRIAL SUBPOENAS ON ORDER SHORTENING TIME** shall be heard on the 6th day of October, 2021, at 11 a.m./~~p.m.~~, Department No. XXVII.

Dated this 4th day of October, 2021

Nancy L. Allf
Nancy Allf, District Court Judge TW

Submitted by:

s/ Colby L. Balkenbush

EF9 625 C688 DEAC
Nancy Allf
District Court Judge

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On September 9, 2021, the TeamHealth Plaintiffs served trial subpoenas on the law firm of Weinberg Wheeler, Hudgins, Gunn and Dial, LLC seeking to compel the trial testimony of Angela Nierman, Jason Schoonover, John Haben, Jolene Bradley, Kevin Ericson, Lisa Dealy, Marty Millerliele, Rebecca Paradise, Scott Ziemer, and Vince Zuccarello.¹ **Exhibit 1** (Plaintiffs' trial subpoenas). All of these witnesses are current or former employees of certain Defendants, none of whom are the Nevada based Defendant entities (i.e. SHO, SHL and HPN). These witnesses are not residents of the State of Nevada, and therefore cannot be compelled by a Nevada subpoena to attend trial in Nevada. Four of these witnesses, Angela Nierman, Jason Schoonover, John Haben, and Marty Millerliele are no longer employed by any of the Defendants. This Court's subpoena power ends at the Nevada state line and therefore the subpoenas must be quashed.

The trial subpoenas must be quashed for the additional reason that the TeamHealth Plaintiffs served the subpoenas on Defendants' counsel rather than serving the at-issue witnesses. Pursuant to NRCP 45 and *Consol. Generator-Nevada, Inc. v. Cummins Engine Co.*, 114 Nev. 1304, 1312, 971 P.2d 1251, 1256 (1998), personal service on the witness is required for a subpoena to be enforceable.

II. LEGAL ARGUMENT

A. The Court's Subpoena Power Ends at the State Line and Thus Plaintiffs' Trial Subpoenas to the Ten Out-of-State Witnesses Must be Quashed

The trial court's power to compel a witness to testify is not unlimited; neither a party nor its employees who work and live beyond the geographic reach of a Nevada trial subpoena can be compelled to attend trial in the state. These restrictions are set forth in NRCP 45(c) and command that courts must quash or modify a subpoena if it "requires a person to travel to a place

¹ These witnesses reside in the states of Florida, Minnesota, Pennsylvania, Connecticut, Texas, and Wisconsin.



1 more than 100 miles from the place where that person resides, is employed, or regularly transacts
2 business in person” or “subjects a person to an undue burden.” NRCP 45.

3 The relevant provisions of NRCP 45 are as follows:

4 (2) Service in Nevada. Subject to the provisions of Rule 45(c)(3)(A)(ii), a subpoena may
5 be served at any place within the state.

6 (3) Service in Another State or Territory. A subpoena may be served in another state or
7 territory of the United States as provided by the law of that state or territory.

8 NRCP 45(b)(2)–(3). Rule 45 likewise requires Nevada courts to quash or modify a subpoena if
9 it:

10 (ii) requires a person to travel to a place more than 100 miles from the place
11 where that person resides, is employed, or regularly transacts business in person,
12 unless the person is commanded to attend trial within Nevada;

13 (iv) subjects a person to an undue burden.

14 NRCP 45(c)(3)(A)(ii), (iv).

15 The Nevada Supreme Court has, consistent with the rule, concluded that the subpoena
16 power of Nevada courts does not extend beyond state lines. *Quinn v. Eighth Jud. Dist. Ct. in &*
17 *for Cty. of Clark*, 134 Nev. 25, 29, 410 P.3d 984, 987 (2018) (citing NRCP 45). In *Quinn*, the
18 Nevada Supreme Court held that the district court had no authority to enforce subpoenas issued
19 to out-of-state witnesses, or to compel those witnesses to appear in Nevada for deposition in a
20 civil action. *Id.* at 33, 990. The *Quinn* Court offered a well-reasoned appraisal of the reach of
21 NRCP 45 that is likewise instructive here:

22 In determining that it had authority to compel [witnesses] to appear for
23 depositions in Nevada, the district court relied on the [] attorneys’ pro hac vice
24 applications to find that the attorneys had subjected themselves to the jurisdiction
25 of Nevada courts. By using this jurisdiction as the basis for its subpoena authority,
26 the district court appeared to conflate personal jurisdiction with subpoena power.
27 As other jurisdictions have recognized, the concept of personal jurisdiction is
28 different from that of subpoena power. Personal jurisdiction is based on conduct
that subjects an out-of-state party ‘to the power of the [Nevada] court to
adjudicate its rights and obligations in a legal dispute, sometimes arising out of
that very conduct.’ Subpoena power, on the other hand, ‘is based on the power
and authority of the court to compel the attendance at a deposition of [a witness]



1 in a legal dispute between other parties.’ Here, the out-of-state witnesses are not
2 parties to the civil action pending in Nevada.

3 *Id.* at 32–33, 989–90 (internal citations omitted). Nevada courts are vested with the
4 authority to enforce subpoenas, but only so far as the state line. Upon the same rationale stated
5 in *Quinn*, these subpoenas must be quashed. “NRCP 45’s intra-state limitation on Nevada courts’
6 subpoena power is consistent with authority from other states recognizing the geographic
7 restrictions of a state’s discovery process.” *Id.* (citing *Colo. Mills, LLC v. SunOpta Grains &*
8 *Foods, Inc.*, 269 P.3d 731, 732 (Colo. 2012) (“Colorado courts, as a matter of state sovereignty,
9 have no authority to enforce civil subpoenas against out-of-state nonparties.”); *see also Attorney*
10 *Grievance Comm’n of Md. v. Mixter*, 441 Md. 416, 109 A.3d 1, 9 (2015) (“[T]he subpoena
11 powers of the State of Maryland stop at the state line.” (internal quotation marks omitted)); *Chao*
12 *v. Tyson Foods, Inc.*, 255 F.R.D. 556, (N.D. Ala. 2009) (quashing a trial subpoena and holding
13 that Rule 45 does not authorize “service of a subpoena on a nationwide basis”); *Johnson v.*
14 *Big Lots Stores, Inc.*, 251 F.R.D. 213, 218 (E.D. La. 2008) (quashing trial subpoenas issued to
15 corporate party officers beyond the 100-mile radius of Rule 45(b)(2)). In fact, “[m]ost states
16 retain strict limits on the reach of the subpoena power, holding that subpoena service cannot
17 reach nonparties found outside the state.” *Quinn*, 134 Nev. at 30, 410 P.3d at 988 (2018), citing
18 Ryan W. Scott, *Minimum Contacts, No Dog: Evaluating Personal Jurisdiction for Nonparty*
19 *Discovery*, 88 MINN. L. REV. 968, 984 (2004).

20 The dictate of Rule 45 does not distinguish between party and non-party witnesses, and
21 the rationale for this reading is explained in *Johnson v. Big Lots Stores, Inc.* The *Big Lots* court
22 noted that “[n]othing in that text of Rule 45(c)(3)(A)(ii) affirmatively expands the geographic
23 scope of where the Court may issue subpoenas. It spells out only the conditions under which a
24 court must quash a subpoena.” *Big Lots*, 251 F.R.D. at 217. The court explained that nothing in
25 the rule should be interpreted to mean that the provisions do not apply to so-called “party
26 witnesses”:

27 To reach that result the Court would have to turn a clause intended as a limiting
28 clause on its head and ignore the territorial restrictions on where a trial subpoena
may be properly served. The position of *Big Lots* would essentially require the
Court to read the limiting (“subject to”) clause of Rule 45(b)(2) as stating “In



1 addition to the provisions of Rule 45(c)(3)(A)(ii), a subpoena may be served at
 2 any place.” The Court would then have to impute, when Rule 45(b)(2) does not
 3 so provide, that a subpoena for a party or its officer may be properly served
 4 anywhere in the country. Reading Rule 45(c)(A)(3)(ii) as creating a scheme of
 nationwide subpoena service, **if only on parties, would have the effect of
 rendering Rule 45(b)(2) pointless with respect to parties and party officers.**

5 *Id.* (emphasis added) (internal citations omitted).

6 Here, the witnesses in question do not reside in Nevada and, if the subpoenas are
 7 enforced, the witnesses would be ordered “to travel to a place more than 100 miles from the
 8 place where that person resides, is employed, or regularly transacts business in person.” NRCP
 9 45(c)(3)(A)(ii). The witnesses in question do not reside in Nevada, are not employed in Nevada,
 10 and do not “regularly transact business *in person* in Nevada.”² Indeed, four of the witnesses are
 11 not even employed by the Defendants. Upon those facts alone, the rule mandates that the
 12 subpoenas be quashed. But there is also the added instruction of NRCP 45(c)(3)(A)(iv), which
 13 dictates that the Court must quash or modify a subpoena if it “subjects a person to an undue
 14 burden.” On the same basis, because these out of state witnesses reside more than 100 miles
 15 outside of the territorial jurisdiction of Nevada—most of them hundreds or even thousands of
 16 miles away—their mandatory attendance at trial would present an undue burden. Accordingly,
 17 whether pursuant to NRCP 45(c)(3)(A)(ii) or NRCP 45(c)(3)(A)(iv), Defendants request that the
 18 Court quash the trial subpoenas seeking to compel the testimony of Angela Nierman, Jason
 19 Schoonover, John Haben, Jolene Bradley, Kevin Ericson, Lisa Dealy, Marty Millerliele,
 20 Rebecca Paradise, Scott Ziemer, and Vince Zuccarello, all of whom reside outside the State of
 21 Nevada.

22
 23
 24 ² “Rule 45 . . . does not state with what regularity a person must transact business in a certain location to
 25 amount to a place where one regularly transacts business.” *M'Baye v. New Jersey Sports Prod., Inc.*, 246
 26 F.R.D. 205, 207–08 (S.D.N.Y. 2007). But many courts have interpreted the rule to suggest that “regular”
 27 implies more than a handful of times yearly. *See id.* (“traveling to an area within a 100-mile radius for
 28 fourteen to eighteen days in two years is insufficient to render a person amenable to a subpoena.”), *see also Bostian v. Suhor Industries, Inc.*, 2007 WL 3005177, at *1 (N.D.Okla.2007) (“twice yearly visits to
 Oklahoma to conduct business . . . [does] not qualify as regularly transacting business”), *Regents of the
 University of California v. Kohne*, 166 F.R.D. 463, 465 (S.D. Cal. 1996) (“‘regularity’ does not mean ten
 times in seven years”).



B. The Trial Subpoenas Must be Quashed As They Were Not Personally Served on the Out-of-State Witnesses

For a subpoena to be enforceable, personal service on the witness is required. NRCp 45; NRS 50.165 (“[a] witness, duly served with a subpoena, shall attend at the time appointed.”). The Nevada Supreme Court has held that service on a corporate defendant’s counsel is not sufficient to compel the appearance of the corporation’s out-of-state employee. *Consol. Generator-Nevada, Inc. v. Cummins Engine Co.*, 114 Nev. 1304, 1312, 971 P.2d 1251, 1256 (1998) (“First, we hold that the district court did not abuse its discretion in granting IR’s and Cummins’ motions to quash subpoenas naming out-of-state employees and officers of Cummins and IR, which had been served upon counsel for Cummins and IR, because Nevada Rules of Civil Procedure 45(c) requires that a subpoena be personally served.”).

Here, the TeamHealth Plaintiffs served all ten trial subpoenas on Defendants’ counsel at the office of Weinberg Wheeler, Hudgins, Gunn & Dial rather than personally serving the subpoenas on the witnesses. **Exhibit 1.** Therefore, pursuant to NRCp 45 and the *Cummins* decision, the service was invalid and the subpoenas must be quashed. Based on the meet and confer discussions with opposing counsel, Defendants anticipate that the TeamHealth Plaintiffs may argue that service was valid because, on some of Defendants’ prior NRCp 16.1 Disclosures, the at-issue witnesses were listed “c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC.” First, this statement, by itself, does not result in a waiver of NRCp 45’s requirement of personal service on the witness. None of these subpoenaed witnesses authorized Weinberg, Wheeler, Hudgins, Gunn & Dial to accept service of trial subpoenas on their behalf. “Waiver requires the intentional relinquishment of a known right. If intent is to be inferred from conduct, the conduct must clearly indicate the party’s intention.” *Nevada Yellow Cab Corp. v. Eighth Jud. Dist. Ct. ex rel. Cty. of Clark*, 123 Nev. 44, 49, 152 P.3d 737, 740 (2007). None of the subpoenaed witnesses ever personally authorized Defendants’ counsel to accept service on their behalf, nor did defense counsel ever expressly agree to accept service of subpoenas on behalf of these witnesses. The statement “care of” in the prior Rule 16.1 disclosures is not sufficient to constitute a waiver of the personal service requirement in NRCp 45. That statement merely conveys the accepted





practice that opposing counsel should not seek to communicate with an employee of a represented party except through counsel for the party. Second, once Defendants became aware that TeamHealth Plaintiffs were intending to argue that the phrase “care of” means that Defendants’ counsel would accept service on behalf of the at-issue witnesses, Defendants amended their disclosures to remove the “care of” phrase to remove any ambiguity in those disclosures. Therefore, the TeamHealth Plaintiffs’ ten trial subpoenas must be quashed for the additional independent reason that service was invalid under NRCP 45.

Finally, as a practical matter, Plaintiffs will not be prejudiced if the Court grants this Motion. Plaintiffs will still be free to designate deposition testimony from the ten at-issue witnesses, subject to any objections Defendants may serve to the specific portions of the deposition transcripts that are designated. All ten of the at-issue witnesses were previously deposed by Plaintiffs.

III. CONCLUSION

For the reasons stated, Defendants request that the Court grant this Motion and quash the subpoenas seeking to compel the trial testimony of Angela Nierman, Jason Schoonover, John Haben, Jolene Bradley, Kevin Ericson, Lisa Dealy, Marty Millerliele, Rebecca Paradise, Scott Ziemer, and Vince Zuccarello, all of whom reside outside of the State of Nevada.

Dated this 4th day of October, 2021.

/s/ Colby L. Balkenbush

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CERTIFICATE OF SERVICE

I hereby certify that on the 4th day of October, 2021, a true and correct copy of the foregoing **DEFENDANTS' MOTION TO QUASH OUT OF STATE TRIAL SUBPOENAS ON ORDER SHORTENING TIME** was electronically filed/served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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Judge David Wall, Special Master
Attention:
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Attorneys for Plaintiffs

/s/ Cynthia S. Bowman

An employee of WEINBERG, WHEELER, HUDGINS
GUNN & DIAL, LLC

WEINBERG WHEELER
HUDGINS GUNN & DIAL



EXHIBIT 1

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000016

EXHIBIT 1

McDONALD CARANO

Pat Lundvall
plundvall@mcdonaldcarano.com

Reply to: Las Vegas

September 9, 2021

Via Hand Delivery

Angie Nierman
 UnitedHealthcare
 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 6385 S. Rainbow Boulevard, Suite 400
 Las Vegas, Nevada 89118

Re: *Fremont Emergency Services (Mandavia), Ltd. et al. v. UnitedHealth Group, Inc. et al.*
Case No.: A-19-792978-B

Dear Ms. Nierman:

Enclosed is a trial subpoena ("Subpoena") ordering you to appear as a witness and give testimony at the trial in this matter starting on **October 25, 2021 at 9:00 a.m.** and continuing day to day thereafter until your testimony has been completed. Enclosed is a check in the amount of \$67.00 covering your witness fees for the above appearance. Mileage has been included to and from the courthouse.

Although your Subpoena identifies October 25, 2021 at 9:00 a.m. as the date and time you are required to appear as a witness, I am uncertain as to the exact date and time that your testimony will be required. **Therefore, it is important that you contact defense counsel prior to October 25th**, to obtain an update of the anticipated time and date you will need to appear.

Thank you for your cooperation.

Sincerely,

McDonald Carano LLP

/s/ Pat Lundvall

Pat Lundvall

PL/kas
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18 *Attorneys for Plaintiffs*

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20 **DISTRICT COURT**
CLARK COUNTY, NEVADA

21 **FREMONT EMERGENCY SERVICES**
22 **(MANDAVIA), LTD., a Nevada professional**
23 **corporation; TEAM PHYSICIANS OF**
24 **NEVADA-MANDAVIA, P.C., a Nevada**
25 **professional corporation; CRUM, STEFANKO**
26 **AND JONES, LTD. dba RUBY CREST**
27 **EMERGENCY MEDICINE, a Nevada**
28 **professional corporation,**

Plaintiffs,

vs.

UNITEDHEALTH GROUP, INC., a Delaware
corporation; UNITED HEALTHCARE

Case No.: A-19-792978-B
Dept. No.: XXVII

CIVIL SUBPOENA

(For Personal Appearance at Trial)

1 INSURANCE COMPANY, a Connecticut
 2 corporation; UNITED HEALTH CARE
 3 SERVICES INC., dba
 4 UNITEDHEALTHCARE, a Minnesota
 5 corporation; UMR, INC., dba UNITED
 6 MEDICAL RESOURCES, a Delaware
 7 corporation; OXFORD HEALTH PLANS,
 8 INC., a Delaware corporation; SIERRA
 9 HEALTH AND LIFE INSURANCE
 10 COMPANY, INC., a Nevada corporation;
 11 SIERRA HEALTH-CARE OPTIONS, INC., a
 12 Nevada corporation; HEALTH PLAN OF
 13 NEVADA, INC., a Nevada corporation; DOES
 14 1-10; ROE ENTITIES 11-20,

15 Defendants.

16 **THE STATE OF NEVADA TO:**

17 Angie Niernan
 18 UnitedHealthcare
 19 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 20 6385 S. Rainbow Blvd, Suite 400
 21 Las Vegas, Nevada 89118

22 **YOU ARE ORDERED TO APPEAR AS A WITNESS** and give testimony at the
 23 following date, time, and place pursuant to NRS 50.165 and NRCP 45, UNLESS you make an
 24 agreement with the attorney or party submitting this subpoena:

25 Date: October 25, 2021
 26 Time: 9:00 a.m.
 27 Department No.: XXVII
 28 Courtroom No.: 3A
 Place: District Court, Regional Justice Center
 200 Lewis Avenue, Las Vegas, Nevada

29 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by
 30 NRS 50.225. This Subpoena must be accompanied by the fees for one day's attendance and
 31 mileage, unless issued on behalf of the State or a State agency. NRCP 45(b).

32 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served
 33 upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not
 34 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2). Additionally, a
 35 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages sustained

1 as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS 50.195,
2 50.205, and 22.100(3).

3 Please see the attached Exhibit "A" for information regarding your rights and
4 responsibilities relating to this Subpoena.

5 Dated this 9th day of September, 2021.

6 McDONALD CARANO LLP

7 By: /s/ Pat Lundvall

8 Pat Lundvall (NSBN 3761)
9 Kristen T. Gallagher (NSBN 9561)
10 Amanda M. Perach (NSBN 12399)
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AFFIDAVIT/DECLARATION OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF _____)

I, (insert name of person making service) _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit/Declaration is made; that I received a copy of the **CIVIL SUBPOENA** on (insert date person making service received Subpoena) _____; and that I served the same on (insert date person making service served Subpoena) _____, by delivering and leaving a copy with (insert name of witness) _____ (insert address where witness was served) at _____.

Executed on: _____ (Date) _____ (Signature of Person Making Service)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC in and for the
County of _____, State of _____

OR ONE OF THE FOLLOWING: Per NRS 53.045

(a) If executed in the State of Nevada: "I declare under penalty of perjury that the foregoing is true and correct."

Executed on: _____ (Date) _____ (Signature of Person Making Service)

(b) If executed outside of the State of Nevada: "I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct."

Executed on: _____ (Date) _____ (Signature of Person Making Service)

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) *Protection of persons subject to subpoena.*

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in responding to subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

McDONALD CARANO

Pat Lundvall
plundvall@mcdonaldcarano.com

Reply to: Las Vegas

September 9, 2021

Via Hand Delivery

Jason Schoonover
 UnitedHealthcare
 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 6385 S. Rainbow Boulevard, Suite 400
 Las Vegas, Nevada 89118

Re: *Fremont Emergency Services (Mandavia), Ltd. et al. v. UnitedHealth Group, Inc. et al.*
Case No.: A-19-792978-B

Dear Mr. Schoonover:

Enclosed is a trial subpoena ("Subpoena") ordering you to appear as a witness and give testimony at the trial in this matter starting on **October 25, 2021 at 9:00 a.m.** and continuing day to day thereafter until your testimony has been completed. Enclosed is a check in the amount of \$67.00 covering your witness fees for the above appearance. Mileage has been included to and from the courthouse.

Although your Subpoena identifies October 25, 2021 at 9:00 a.m. as the date and time you are required to appear as a witness, I am uncertain as to the exact date and time that your testimony will be required. **Therefore, it is important that you contact defense counsel prior to October 25th**, to obtain an update of the anticipated time and date you will need to appear.

Thank you for your cooperation.

Sincerely,

McDonald Carano LLP

/s/ Pat Lundvall

Pat Lundvall

PL/kas
 Enclosure(s)

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Attorneys for Plaintiffs

**DISTRICT COURT
CLARK COUNTY, NEVADA**

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD., a Nevada professional
corporation; TEAM PHYSICIANS OF
NEVADA-MANDAVIA, P.C., a Nevada
professional corporation; CRUM, STEFANKO
AND JONES, LTD. dba RUBY CREST
EMERGENCY MEDICINE, a Nevada
professional corporation,

Plaintiffs,

vs.

UNITEDHEALTH GROUP, INC., a Delaware
corporation; UNITED HEALTHCARE

Case No.: A-19-792978-B
Dept. No.: XXVII

CIVIL SUBPOENA

(For Personal Appearance at Trial)

1 INSURANCE COMPANY, a Connecticut
 2 corporation; UNITED HEALTH CARE
 3 SERVICES INC., dba
 4 UNITEDHEALTHCARE, a Minnesota
 5 corporation; UMR, INC., dba UNITED
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 7 corporation; OXFORD HEALTH PLANS,
 8 INC., a Delaware corporation; SIERRA
 9 HEALTH AND LIFE INSURANCE
 10 COMPANY, INC., a Nevada corporation;
 11 SIERRA HEALTH-CARE OPTIONS, INC., a
 12 Nevada corporation; HEALTH PLAN OF
 13 NEVADA, INC., a Nevada corporation; DOES
 14 1-10; ROE ENTITIES 11-20,

15 Defendants.

16 **THE STATE OF NEVADA TO:**

17 Jason Schoonover
 18 UnitedHealthcare
 19 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 20 6385 S. Rainbow Blvd, Suite 400
 21 Las Vegas, Nevada 89118

22 **YOU ARE ORDERED TO APPEAR AS A WITNESS** and give testimony at the
 23 following date, time, and place pursuant to NRS 50.165 and NRCP 45, UNLESS you make an
 24 agreement with the attorney or party submitting this subpoena:

25	Date:	October 25, 2021
26	Time:	9:00 a.m.
27	Department No.:	XXVII
28	Courtroom No.:	3A
	Place:	District Court, Regional Justice Center 200 Lewis Avenue, Las Vegas, Nevada

29 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by
 30 NRS 50.225. This Subpoena must be accompanied by the fees for one day's attendance and
 31 mileage, unless issued on behalf of the State or a State agency. NRCP 45(b).

32 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served
 33 upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not
 34 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2). Additionally, a
 35 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages sustained

1 as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS 50.195,
2 50.205, and 22.100(3).

3 Please see the attached Exhibit "A" for information regarding your rights and
4 responsibilities relating to this Subpoena.

5 Dated this 9th day of September, 2021.

6 McDONALD CARANO LLP

7 By: /s/ Pat Lundvall

8 Pat Lundvall (NSBN 3761)
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10 Amanda M. Perach (NSBN 12399)
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16 *Attorneys for Plaintiffs*
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EXHIBIT "A"**NEVADA RULES OF CIVIL PROCEDURE****Rule 45****(c) *Protection of persons subject to subpoena.***

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

1 (ii) requires a person who is not a party or an officer of a party to travel
2 to a place more than 100 miles from the place where that person resides, is employed or regularly
3 transacts business in person, except that such a person may in order to attend trial be commanded
4 to travel from any such place within the state in which the trial is held, or

5 (iii) requires disclosure of privileged or other protected matter and no
6 exception or waive applies, or

7 (iv) subjects a person to undue burden.

8 (B) If a subpoena

9 (i) requires disclosure of a trade secret or other confidential research,
10 development, or commercial information, or

11 (ii) requires disclosure of an unretained expert's opinion or information
12 not describing specific events or occurrences in dispute and resulting from the expert's study made
13 not at the request of any party,

14 the court may, to protect a person subject to or affected by the subpoena, quash or modify the
15 subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the
16 testimony or material that cannot be otherwise met without undue hardship and assures that the
17 person to whom the subpoena is addressed will be reasonably compensated, the court may order
18 appearance or production only upon specified conditions.

19 **(d) *Duties in responding to subpoena.***

20 (1) A person responding to a subpoena to produce documents shall produce them as
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23 (2) When information subject to a subpoena is withheld on a claim that it is privileged
24 or subject to protection as trial preparation materials, the claim shall be made expressly and shall
25 be supported by a description of the nature of the documents, communications, or things not
26 produced that is sufficient to enable the demanding party to contest the claim.

27

28

McDONALD CARANO

Pat Lundvall
plundvall@mcdonaldcarano.com

Reply to: Las Vegas

September 9, 2021

Via Hand Delivery

John Haben
 UnitedHealthcare
 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 6385 S. Rainbow Boulevard, Suite 400
 Las Vegas, Nevada 89118

Re: *Fremont Emergency Services (Mandavia), Ltd. et al. v. UnitedHealth Group, Inc. et al.*
Case No.: A-19-792978-B

Dear Mr. Haben:

Enclosed is a trial subpoena ("Subpoena") ordering you to appear as a witness and give testimony at the trial in this matter starting on **October 25, 2021 at 9:00 a.m.** and continuing day to day thereafter until your testimony has been completed. Enclosed is a check in the amount of \$67.00 covering your witness fees for the above appearance. Mileage has been included to and from the courthouse.

Although your Subpoena identifies October 25, 2021 at 9:00 a.m. as the date and time you are required to appear as a witness, I am uncertain as to the exact date and time that your testimony will be required. **Therefore, it is important that you contact defense counsel prior to October 25th**, to obtain an update of the anticipated time and date you will need to appear.

Thank you for your cooperation.

Sincerely,

McDonald Carano LLP

/s/ Pat Lundvall

Pat Lundvall

PL/kas
 Enclosure(s)

mcdonaldcarano.com

100 West Liberty Street • Tenth Floor • Reno, Nevada 89501 • P: 775.788.2000
 2300 West Sahara Avenue • Suite 1200 • Las Vegas, Nevada 89102 • P: 702.873.4100



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18 *Attorneys for Plaintiffs*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

21 **FREMONT EMERGENCY SERVICES**
22 **(MANDAVIA), LTD., a Nevada professional**
23 **corporation; TEAM PHYSICIANS OF**
24 **NEVADA-MANDAVIA, P.C., a Nevada**
25 **professional corporation; CRUM, STEFANKO**
26 **AND JONES, LTD. dba RUBY CREST**
27 **EMERGENCY MEDICINE, a Nevada**
28 **professional corporation,**

Plaintiffs,

vs.

UNITEDHEALTH GROUP, INC., a Delaware
corporation; UNITED HEALTHCARE

Matthew Lavin (admitted *pro hac vice*)
Aaron R. Modiano (admitted *pro hac vice*)
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mkillingsworth@azalaw.com
lliao@azalaw.com
jrobinson@azalaw.com
kleyendecker@azalaw.com

Case No.: A-19-792978-B
Dept. No.: XXVII

CIVIL SUBPOENA

(For Personal Appearance at Trial)

1 INSURANCE COMPANY, a Connecticut
 2 corporation; UNITED HEALTH CARE
 3 SERVICES INC., dba
 4 UNITEDHEALTHCARE, a Minnesota
 5 corporation; UMR, INC., dba UNITED
 6 MEDICAL RESOURCES, a Delaware
 7 corporation; OXFORD HEALTH PLANS,
 8 INC., a Delaware corporation; SIERRA
 9 HEALTH AND LIFE INSURANCE
 10 COMPANY, INC., a Nevada corporation;
 11 SIERRA HEALTH-CARE OPTIONS, INC., a
 12 Nevada corporation; HEALTH PLAN OF
 13 NEVADA, INC., a Nevada corporation; DOES
 14 1-10; ROE ENTITIES 11-20,

15 Defendants.

16 **THE STATE OF NEVADA TO:**

17 John Haben
 18 UnitedHealthcare
 19 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 20 6385 S. Rainbow Blvd, Suite 400
 21 Las Vegas, Nevada 89118

22 **YOU ARE ORDERED TO APPEAR AS A WITNESS** and give testimony at the
 23 following date, time, and place pursuant to NRS 50.165 and NRCP 45, UNLESS you make an
 24 agreement with the attorney or party submitting this subpoena:

25 Date: October 25, 2021
 26 Time: 9:00 a.m.
 27 Department No.: XXVII
 28 Courtroom No.: 3A
 Place: District Court, Regional Justice Center
 200 Lewis Avenue, Las Vegas, Nevada

29 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by
 30 NRS 50.225. This Subpoena must be accompanied by the fees for one day's attendance and
 31 mileage, unless issued on behalf of the State or a State agency. NRCP 45(b).

32 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served
 33 upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not
 34 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2). Additionally, a
 35 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages sustained

1 as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS 50.195,
2 50.205, and 22.100(3).

3 Please see the attached Exhibit "A" for information regarding your rights and
4 responsibilities relating to this Subpoena.

5 Dated this 9th day of September, 2021.

6 McDONALD CARANO LLP

7 By: /s/ Pat Lundvall

8 Pat Lundvall (NSBN 3761)
9 Kristen T. Gallagher (NSBN 9561)
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16 *Attorneys for Plaintiffs*
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McDONALD CARANO
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Executed on: _____
(Date) _____
(Signature of Person Making Service)

MCDONALD  CARANO

2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) *Protection of persons subject to subpoena.*

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waive applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in responding to subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

McDONALD CARANO

Pat Lundvall
plundvall@mcdonaldcarano.com

Reply to: Las Vegas

September 9, 2021

Via Hand Delivery

Jolene Bradley
 UnitedHealthcare
 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 6385 S. Rainbow Boulevard, Suite 400
 Las Vegas, Nevada 89118

Re: *Fremont Emergency Services (Mandavia), Ltd. et al. v. UnitedHealth Group, Inc. et al.*
Case No.: A-19-792978-B

Dear Ms. Bradley:

Enclosed is a trial subpoena ("Subpoena") ordering you to appear as a witness and give testimony at the trial in this matter starting on **October 25, 2021 at 9:00 a.m.** and continuing day to day thereafter until your testimony has been completed. Enclosed is a check in the amount of \$67.00 covering your witness fees for the above appearance. Mileage has been included to and from the courthouse.

Although your Subpoena identifies October 25, 2021 at 9:00 a.m. as the date and time you are required to appear as a witness, I am uncertain as to the exact date and time that your testimony will be required. **Therefore, it is important that you contact defense counsel prior to October 25th**, to obtain an update of the anticipated time and date you will need to appear.

Thank you for your cooperation.

Sincerely,

McDonald Carano LLP

/s/ Pat Lundvall

Pat Lundvall

PL/kas
 Enclosure(s)

mcdonaldcarano.com

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18 *Attorneys for Plaintiffs*

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20 **DISTRICT COURT**
CLARK COUNTY, NEVADA

21 **FREMONT EMERGENCY SERVICES**
22 **(MANDAVIA), LTD.,** a Nevada professional
23 **corporation; TEAM PHYSICIANS OF**
24 **NEVADA-MANDAVIA, P.C.,** a Nevada
25 **professional corporation; CRUM, STEFANKO**
26 **AND JONES, LTD. dba RUBY CREST**
27 **EMERGENCY MEDICINE,** a Nevada
28 **professional corporation,**

Plaintiffs,

vs.

UNITEDHEALTH GROUP, INC., a Delaware
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Case No.: A-19-792978-B
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CIVIL SUBPOENA

(For Personal Appearance at Trial)

1 INSURANCE COMPANY, a Connecticut
 2 corporation; UNITED HEALTH CARE
 3 SERVICES INC., dba
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 11 SIERRA HEALTH-CARE OPTIONS, INC., a
 12 Nevada corporation; HEALTH PLAN OF
 13 NEVADA, INC., a Nevada corporation; DOES
 14 1-10; ROE ENTITIES 11-20,

15 Defendants.

16 **THE STATE OF NEVADA TO:**

17 Jolene Bradley
 18 UnitedHealthcare
 19 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 20 6385 S. Rainbow Blvd, Suite 400
 21 Las Vegas, Nevada 89118

22 **YOU ARE ORDERED TO APPEAR AS A WITNESS** and give testimony at the
 23 following date, time, and place pursuant to NRS 50.165 and NRCP 45, UNLESS you make an
 24 agreement with the attorney or party submitting this subpoena:

25 Date: October 25, 2021
 26 Time: 9:00 a.m.
 27 Department No.: XXVII
 28 Courtroom No.: 3A
 Place: District Court, Regional Justice Center
 200 Lewis Avenue, Las Vegas, Nevada

29 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by
 30 NRS 50.225. This Subpoena must be accompanied by the fees for one day's attendance and
 31 mileage, unless issued on behalf of the State or a State agency. NRCP 45(b).

32 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served
 33 upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not
 34 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2). Additionally, a
 35 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages sustained

1 as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS 50.195,
2 50.205, and 22.100(3).

3 Please see the attached Exhibit "A" for information regarding your rights and
4 responsibilities relating to this Subpoena.

5 Dated this 9th day of September, 2021.

6 McDONALD CARANO LLP

7 By: /s/ Pat Lundvall

8 Pat Lundvall (NSBN 3761)
9 Kristen T. Gallagher (NSBN 9561)
10 Amanda M. Perach (NSBN 12399)
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16 *Attorneys for Plaintiffs*
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McDONALD CARANO

2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

AFFIDAVIT/DECLARATION OF SERVICE

STATE OF NEVADA)
) ss.
 COUNTY OF _____)

I, (insert name of person making service) _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit/Declaration is made; that I received a copy of the **CIVIL SUBPOENA** on (insert date person making service received Subpoena) _____; and that I served the same on (insert date person making service served Subpoena) _____, by delivering and leaving a copy with (insert name of witness) _____ (insert address where witness was served) at _____.

Executed on: _____ (Date) _____ (Signature of Person Making Service)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC in and for the
 County of _____, State of _____.

OR ONE OF THE FOLLOWING: Per NRS 53.045

(a) If executed in the State of Nevada: "I declare under penalty of perjury that the foregoing is true and correct."

Executed on: _____ (Date) _____ (Signature of Person Making Service)

(b) If executed outside of the State of Nevada: "I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct."

Executed on: _____ (Date) _____ (Signature of Person Making Service)

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE**Rule 45****(c) *Protection of persons subject to subpoena.***

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waive applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

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McDONALD CARANO

Pat Lundvall
plundvall@mcdonaldcarano.com

Reply to: Las Vegas

September 9, 2021

Via Hand Delivery

Kevin Ericson
 UnitedHealthcare
 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 6385 S. Rainbow Boulevard, Suite 400
 Las Vegas, Nevada 89118

Re: *Fremont Emergency Services (Mandavia), Ltd. et al. v. UnitedHealth Group, Inc. et al.*
Case No.: A-19-792978-B

Dear Mr. Ericson:

Enclosed is a trial subpoena ("Subpoena") ordering you to appear as a witness and give testimony at the trial in this matter starting on **October 25, 2021 at 9:00 a.m.** and continuing day to day thereafter until your testimony has been completed. Enclosed is a check in the amount of \$67.00 covering your witness fees for the above appearance. Mileage has been included to and from the courthouse.

Although your Subpoena identifies October 25, 2021 at 9:00 a.m. as the date and time you are required to appear as a witness, I am uncertain as to the exact date and time that your testimony will be required. **Therefore, it is important that you contact defense counsel prior to October 25th**, to obtain an update of the anticipated time and date you will need to appear.

Thank you for your cooperation.

Sincerely,

McDonald Carano LLP

/s/ Pat Lundvall

Pat Lundvall

PL/kas
 Enclosure(s)

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 TIT ARBITRIS

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18 *Attorneys for Plaintiffs*

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 20 **DISTRICT COURT**
CLARK COUNTY, NEVADA

21 **FREMONT EMERGENCY SERVICES**
 22 **(MANDAVIA), LTD., a Nevada professional**
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 25 **professional corporation; CRUM, STEFANKO**
AND JONES, LTD. dba RUBY CREST
EMERGENCY MEDICINE, a Nevada
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26 **Plaintiffs,**

27 **vs.**

28 **UNITEDHEALTH GROUP, INC., a Delaware**
corporation; UNITED HEALTHCARE

Case No.: A-19-792978-B
 Dept. No.: XXVII

CIVIL SUBPOENA

(For Personal Appearance at Trial)

1 INSURANCE COMPANY, a Connecticut
 2 corporation; UNITED HEALTH CARE
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 11 SIERRA HEALTH-CARE OPTIONS, INC., a
 12 Nevada corporation; HEALTH PLAN OF
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 14 1-10; ROE ENTITIES 11-20,

15 Defendants.

16 **THE STATE OF NEVADA TO:**

17 Kevin Ericson
 18 UnitedHealthcare
 19 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 20 6385 S. Rainbow Blvd, Suite 400
 21 Las Vegas, Nevada 89118

22 **YOU ARE ORDERED TO APPEAR AS A WITNESS** and give testimony at the
 23 following date, time, and place pursuant to NRS 50.165 and NRCP 45, UNLESS you make an
 24 agreement with the attorney or party submitting this subpoena:

25 Date: October 25, 2021
 26 Time: 9:00 a.m.
 27 Department No.: XXVII
 28 Courtroom No.: 3A
 Place: District Court, Regional Justice Center
 200 Lewis Avenue, Las Vegas, Nevada

29 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by
 30 NRS 50.225. This Subpoena must be accompanied by the fees for one day's attendance and
 31 mileage, unless issued on behalf of the State or a State agency. NRCP 45(b).

32 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served
 33 upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not
 34 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2). Additionally, a
 35 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages sustained

1 as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS 50.195,
2 50.205, and 22.100(3).

3 Please see the attached Exhibit "A" for information regarding your rights and
4 responsibilities relating to this Subpoena.

5 Dated this 9th day of September, 2021.

6 McDONALD CARANO LLP

7 By: /s/ Pat Lundvall

8 Pat Lundvall (NSBN 3761)
9 Kristen T. Gallagher (NSBN 9561)
10 Amanda M. Perach (NSBN 12399)
11 2300 West Sahara Avenue, Suite 1200
12 Las Vegas, Nevada 89102
13 plundvall@mcdonaldcarano.com
14 kgallagher@mcdonaldcarano.com
15 aperach@mcdonaldcarano.com

16 *Attorneys for Plaintiffs*

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McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

AFFIDAVIT/DECLARATION OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF _____)

I, (insert name of person making service) _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit/Declaration is made; that I received a copy of the **CIVIL SUBPOENA** on (insert date person making service received Subpoena) _____; and that I served the same on (insert date person making service served Subpoena) _____, by delivering and leaving a copy with (insert name of witness) _____ (insert address where witness was served) at _____.

Executed on: _____
(Date) (Signature of Person Making Service)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC in and for the
County of _____, State of _____.

OR ONE OF THE FOLLOWING: Per NRS 53.045

(a) If executed in the State of Nevada: "I declare under penalty of perjury that the foregoing is true and correct."

Executed on: _____
(Date) (Signature of Person Making Service)

(b) If executed outside of the State of Nevada: "I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct."

Executed on: _____
(Date) (Signature of Person Making Service)

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) *Protection of persons subject to subpoena.*

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waive applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) *Duties in responding to subpoena.*

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

McDONALD CARANO

Pat Lundvall
plundvall@mcdonaldcarano.com

Reply to: Las Vegas

September 9, 2021

Via Hand Delivery

Lisa Dealy
 UnitedHealthcare Student Resources
 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 6385 S. Rainbow Boulevard, Suite 400
 Las Vegas, Nevada 89118

Re: *Fremont Emergency Services (Mandavia), Ltd. et al. v. UnitedHealth Group, Inc. et al.*
Case No.: A-19-792978-B

Dear Ms. Dealy:

Enclosed is a trial subpoena ("Subpoena") ordering you to appear as a witness and give testimony at the trial in this matter starting on **October 25, 2021 at 9:00 a.m.** and continuing day to day thereafter until your testimony has been completed. Enclosed is a check in the amount of \$67.00 covering your witness fees for the above appearance. Mileage has been included to and from the courthouse.

Although your Subpoena identifies October 25, 2021 at 9:00 a.m. as the date and time you are required to appear as a witness, I am uncertain as to the exact date and time that your testimony will be required. **Therefore, it is important that you contact defense counsel prior to October 25th**, to obtain an update of the anticipated time and date you will need to appear.

Thank you for your cooperation.

Sincerely,

McDonald Carano LLP

/s/ Pat Lundvall

Pat Lundvall

PL/kas
 Enclosure(s)

mcdonaldcarano.com

100 West Liberty Street • Tenth Floor • Reno, Nevada 89501 • P: 775.788.2000
 2300 West Sahara Avenue • Suite 1200 • Las Vegas, Nevada 89102 • P: 702.873.4100



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 3 Kristen T. Gallagher (NSBN 9561)
 4 Amanda M. Perach (NSBN 12399)
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 9 Rachel H. LeBlanc (admitted *pro hac vice*)
 10 Jonathan E. Feuer (admitted *pro hac vice*)
 11 Jonathan E. Siegelau (admitted *pro hac vice*)
 12 David R. Ruffner (admitted *pro hac vice*)
 13 Emily L. Pincow (admitted *pro hac vice*)
 14 Ashley Singrossi (admitted *pro hac vice*)
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 Louis Liao (admitted *pro hac vice*)
 Jane L. Robinson ((admitted *pro hac vice*)
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 mkillingsworth@azalaw.com
 lliao@azalaw.com
 jrobinson@azalaw.com
 kleyendecker@azalaw.com

18 *Attorneys for Plaintiffs*

19
 20 **DISTRICT COURT**
CLARK COUNTY, NEVADA

21 **FREMONT EMERGENCY SERVICES**
 22 **(MANDAVIA), LTD., a Nevada professional**
 23 **corporation; TEAM PHYSICIANS OF**
 24 **NEVADA-MANDAVIA, P.C., a Nevada**
 25 **professional corporation; CRUM, STEFANKO**
AND JONES, LTD. dba RUBY CREST
EMERGENCY MEDICINE, a Nevada
professional corporation,

26 **Plaintiffs,**

27 **vs.**

28 **UNITEDHEALTH GROUP, INC., a Delaware**
corporation; UNITED HEALTHCARE

Case No.: A-19-792978-B
 Dept. No.: XXVII

CIVIL SUBPOENA

(For Personal Appearance at Trial)

1 INSURANCE COMPANY, a Connecticut
 2 corporation; UNITED HEALTH CARE
 3 SERVICES INC., dba
 4 UNITEDHEALTHCARE, a Minnesota
 5 corporation; UMR, INC., dba UNITED
 6 MEDICAL RESOURCES, a Delaware
 7 corporation; OXFORD HEALTH PLANS,
 8 INC., a Delaware corporation; SIERRA
 9 HEALTH AND LIFE INSURANCE
 10 COMPANY, INC., a Nevada corporation;
 11 SIERRA HEALTH-CARE OPTIONS, INC., a
 12 Nevada corporation; HEALTH PLAN OF
 13 NEVADA, INC., a Nevada corporation; DOES
 14 1-10; ROE ENTITIES 11-20,

15 Defendants.

16 **THE STATE OF NEVADA TO:**

17 Lisa Dealy
 18 UnitedHealthcare Student Resources
 19 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 20 6385 S. Rainbow Blvd, Suite 400
 21 Las Vegas, Nevada 89118

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 23 following date, time, and place pursuant to NRS 50.165 and NRCP 45, UNLESS you make an
 24 agreement with the attorney or party submitting this subpoena:

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 33 upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not
 34 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2). Additionally, a
 35 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages sustained

1 as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS 50.195,
2 50.205, and 22.100(3).

3 Please see the attached Exhibit "A" for information regarding your rights and
4 responsibilities relating to this Subpoena.

5 Dated this 9th day of September, 2021.

6 McDONALD CARANO LLP

7 By: /s/ Pat Lundvall

8 Pat Lundvall (NSBN 3761)
9 Kristen T. Gallagher (NSBN 9561)
10 Amanda M. Perach (NSBN 12399)
11 2300 West Sahara Avenue, Suite 1200
12 Las Vegas, Nevada 89102
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14 kgallagher@mcdonaldcarano.com
15 aperach@mcdonaldcarano.com

16 *Attorneys for Plaintiffs*

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PHONE 702.873.4100 • FAX 702.873.9966

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EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) *Protection of persons subject to subpoena.*

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waive applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

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(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

McDONALD CARANO

Pat Lundvall
plundvall@mcdonaldcarano.com

Reply to: Las Vegas

September 9, 2021

Via Hand Delivery

Marty Millerliele
 UnitedHealthcare
 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 6385 S. Rainbow Boulevard, Suite 400
 Las Vegas, Nevada 89118

Re: *Fremont Emergency Services (Mandavia), Ltd. et al. v. UnitedHealth Group, Inc. et al.*
Case No.: A-19-792978-B

Dear Ms. Millerliele:

Enclosed is a trial subpoena ("Subpoena") ordering you to appear as a witness and give testimony at the trial in this matter starting on **October 25, 2021 at 9:00 a.m.** and continuing day to day thereafter until your testimony has been completed. Enclosed is a check in the amount of \$67.00 covering your witness fees for the above appearance. Mileage has been included to and from the courthouse.

Although your Subpoena identifies October 25, 2021 at 9:00 a.m. as the date and time you are required to appear as a witness, I am uncertain as to the exact date and time that your testimony will be required. **Therefore, it is important that you contact defense counsel prior to October 25th**, to obtain an update of the anticipated time and date you will need to appear.

Thank you for your cooperation.

Sincerely,

McDonald Carano LLP

/s/ Pat Lundvall

Pat Lundvall

PL/kas
 Enclosure(s)

mcdonaldcarano.com

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 2300 West Sahara Avenue • Suite 1200 • Las Vegas, Nevada 89102 • P: 702.873.4100

 MERITAS

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1 **CC03**

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jmcmanis@azalaw.com
mkillingsworth@azalaw.com
lliao@azalaw.com
jrobinson@azalaw.com
kleyendecker@azalaw.com

18 *Attorneys for Plaintiffs*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

21 **FREMONT EMERGENCY SERVICES**
22 **(MANDAVIA), LTD.**, a Nevada professional
23 corporation; **TEAM PHYSICIANS OF**
24 **NEVADA-MANDAVIA, P.C.**, a Nevada
25 professional corporation; **CRUM, STEFANKO**
26 **AND JONES, LTD. dba RUBY CREST**
27 **EMERGENCY MEDICINE**, a Nevada
28 professional corporation,

Plaintiffs,

vs.

UNITEDHEALTH GROUP, INC., a Delaware
corporation; **UNITED HEALTHCARE**

Case No.: A-19-792978-B
Dept. No.: XXVII

CIVIL SUBPOENA

(For Personal Appearance at Trial)

1 INSURANCE COMPANY, a Connecticut
 2 corporation; UNITED HEALTH CARE
 3 SERVICES INC., dba
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 6 MEDICAL RESOURCES, a Delaware
 7 corporation; OXFORD HEALTH PLANS,
 8 INC., a Delaware corporation; SIERRA
 9 HEALTH AND LIFE INSURANCE
 10 COMPANY, INC., a Nevada corporation;
 11 SIERRA HEALTH-CARE OPTIONS, INC., a
 12 Nevada corporation; HEALTH PLAN OF
 13 NEVADA, INC., a Nevada corporation; DOES
 14 1-10; ROE ENTITIES 11-20,

15 Defendants.

16 **THE STATE OF NEVADA TO:**

17 Marty Millerliele
 18 UnitedHealthcare
 19 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 20 6385 S. Rainbow Blvd, Suite 400
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 23 following date, time, and place pursuant to NRS 50.165 and NRCP 45, UNLESS you make an
 24 agreement with the attorney or party submitting this subpoena:

25 Date: October 25, 2021
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 Place: District Court, Regional Justice Center
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 34 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2). Additionally, a
 35 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages sustained

1 as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS 50.195,
2 50.205, and 22.100(3).

3 Please see the attached Exhibit "A" for information regarding your rights and
4 responsibilities relating to this Subpoena.

5 Dated this 9th day of September, 2021.

6 McDONALD CARANO LLP

7 By: /s/ Pat Lundvall

8 Pat Lundvall (NSBN 3761)
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10 Amanda M. Perach (NSBN 12399)
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12 Las Vegas, Nevada 89102
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15 aperach@mcdonaldcarano.com

16 *Attorneys for Plaintiffs*

000062

McDONALD CARANO

2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

000062

AFFIDAVIT/DECLARATION OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF _____)

I, *(insert name of person making service)* _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit/Declaration is made; that I received a copy of the **CIVIL SUBPOENA** on *(insert date person making service received Subpoena)* _____; and that I served the same on *(insert date person making service served Subpoena)* _____, by delivering and leaving a copy with *(insert name of witness)* _____ *(insert address where witness was served)* at _____.

Executed on: _____
 (Date) (Signature of Person Making Service)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC in and for the
County of _____, State of _____.

OR ONE OF THE FOLLOWING: Per NRS 53.045

(a) If executed in the State of Nevada: "I declare under penalty of perjury that the foregoing is true and correct."

Executed on: _____
 (Date) (Signature of Person Making Service)

(b) If executed outside of the State of Nevada: "I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct."

Executed on: _____
 (Date) (Signature of Person Making Service)

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) *Protection of persons subject to subpoena.*

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

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(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) *Duties in responding to subpoena.*

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

McDONALD CARANO

Pat Lundvall
plundvall@mcdonaldcarano.com

Reply to: Las Vegas

September 9, 2021

Via Hand Delivery

Rebecca Paradise
 UnitedHealthcare
 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 6385 S. Rainbow Boulevard, Suite 400
 Las Vegas, Nevada 89118

Re: *Fremont Emergency Services (Mandavia), Ltd. et al. v. UnitedHealth Group, Inc. et al.*
Case No.: A-19-792978-B

Dear Ms. Paradise:

Enclosed is a trial subpoena ("Subpoena") ordering you to appear as a witness and give testimony at the trial in this matter starting on **October 25, 2021 at 9:00 a.m.** and continuing day to day thereafter until your testimony has been completed. Enclosed is a check in the amount of \$67.00 covering your witness fees for the above appearance. Mileage has been included to and from the courthouse.

Although your Subpoena identifies October 25, 2021 at 9:00 a.m. as the date and time you are required to appear as a witness, I am uncertain as to the exact date and time that your testimony will be required. **Therefore, it is important that you contact defense counsel prior to October 25th**, to obtain an update of the anticipated time and date you will need to appear.

Thank you for your cooperation.

Sincerely,

McDonald Carano LLP

/s/ Pat Lundvall

Pat Lundvall

PL/kas
 Enclosure(s)

mcdonaldcarano.com

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 2300 West Sahara Avenue • Suite 1200 • Las Vegas, Nevada 89102 • P: 702.873.4100



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18 *Attorneys for Plaintiffs*

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20 **DISTRICT COURT**
CLARK COUNTY, NEVADA

21 **FREMONT EMERGENCY SERVICES**
22 **(MANDAVIA), LTD., a Nevada professional**
23 **corporation; TEAM PHYSICIANS OF**
24 **NEVADA-MANDAVIA, P.C., a Nevada**
25 **professional corporation; CRUM, STEFANKO**
AND JONES, LTD. dba RUBY CREST
EMERGENCY MEDICINE, a Nevada
professional corporation,

26 **Plaintiffs,**

27 **vs.**

28 **UNITEDHEALTH GROUP, INC., a Delaware**
corporation; UNITED HEALTHCARE

Case No.: A-19-792978-B
Dept. No.: XXVII

CIVIL SUBPOENA

(For Personal Appearance at Trial)

1 INSURANCE COMPANY, a Connecticut
 2 corporation; UNITED HEALTH CARE
 3 SERVICES INC., dba
 4 UNITEDHEALTHCARE, a Minnesota
 5 corporation; UMR, INC., dba UNITED
 6 MEDICAL RESOURCES, a Delaware
 7 corporation; OXFORD HEALTH PLANS,
 8 INC., a Delaware corporation; SIERRA
 9 HEALTH AND LIFE INSURANCE
 10 COMPANY, INC., a Nevada corporation;
 11 SIERRA HEALTH-CARE OPTIONS, INC., a
 12 Nevada corporation; HEALTH PLAN OF
 13 NEVADA, INC., a Nevada corporation; DOES
 14 1-10; ROE ENTITIES 11-20,

15 Defendants.

16 **THE STATE OF NEVADA TO:**

17 Rebecca Paradise
 18 UnitedHealthcare
 19 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 20 6385 S. Rainbow Blvd, Suite 400
 21 Las Vegas, Nevada 89118

22 **YOU ARE ORDERED TO APPEAR AS A WITNESS** and give testimony at the
 23 following date, time, and place pursuant to NRS 50.165 and NRCP 45, UNLESS you make an
 24 agreement with the attorney or party submitting this subpoena:

25 Date: October 25, 2021
 26 Time: 9:00 a.m.
 27 Department No.: XXVII
 28 Courtroom No.: 3A
 Place: District Court, Regional Justice Center
 200 Lewis Avenue, Las Vegas, Nevada

29 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by
 30 NRS 50.225. This Subpoena must be accompanied by the fees for one day's attendance and
 31 mileage, unless issued on behalf of the State or a State agency. NRCP 45(b).

32 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served
 33 upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not
 34 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2). Additionally, a
 35 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages sustained

1 as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS 50.195,
2 50.205, and 22.100(3).

3 Please see the attached Exhibit "A" for information regarding your rights and
4 responsibilities relating to this Subpoena.

5 Dated this 9th day of September, 2021.

6 McDONALD CARANO LLP

7 By: /s/ Pat Lundvall

8 Pat Lundvall (NSBN 3761)
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16 *Attorneys for Plaintiffs*

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PHONE 702.873.4100 • FAX 702.873.9966

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EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE**Rule 45****(c) *Protection of persons subject to subpoena.***

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waive applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) *Duties in responding to subpoena.*

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

McDONALD CARANO

Pat Lundvall
plundvall@mcdonaldcarano.com

Reply to: Las Vegas

September 9, 2021

Via Hand Delivery

Scott Ziemer
 UnitedHealthcare
 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 6385 S. Rainbow Boulevard, Suite 400
 Las Vegas, Nevada 89118

Re: *Fremont Emergency Services (Mandavia), Ltd. et al. v. UnitedHealth Group, Inc. et al.*
Case No.: A-19-792978-B

Dear Mr. Ziemer:

Enclosed is a trial subpoena ("Subpoena") ordering you to appear as a witness and give testimony at the trial in this matter starting on **October 25, 2021 at 9:00 a.m.** and continuing day to day thereafter until your testimony has been completed. Enclosed is a check in the amount of \$67.00 covering your witness fees for the above appearance. Mileage has been included to and from the courthouse.

Although your Subpoena identifies October 25, 2021 at 9:00 a.m. as the date and time you are required to appear as a witness, I am uncertain as to the exact date and time that your testimony will be required. **Therefore, it is important that you contact defense counsel prior to October 25th**, to obtain an update of the anticipated time and date you will need to appear.

Thank you for your cooperation.

Sincerely,

McDonald Carano LLP

/s/ Pat Lundvall

Pat Lundvall

PL/kas
 Enclosure(s)

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mkillingsworth@azalaw.com
lliao@azalaw.com
jrobinson@azalaw.com
kleyendecker@azalaw.com

**DISTRICT COURT
CLARK COUNTY, NEVADA**

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD., a Nevada professional
corporation; TEAM PHYSICIANS OF
NEVADA-MANDAVIA, P.C., a Nevada
professional corporation; CRUM, STEFANKO
AND JONES, LTD. dba RUBY CREST
EMERGENCY MEDICINE, a Nevada
professional corporation,

Plaintiffs,

vs.

UNITEDHEALTH GROUP, INC., a Delaware
corporation; UNITED HEALTHCARE

Case No.: A-19-792978-B
Dept. No.: XXVII

CIVIL SUBPOENA

(For Personal Appearance at Trial)

1 INSURANCE COMPANY, a Connecticut
 2 corporation; UNITED HEALTH CARE
 3 SERVICES INC., dba
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 5 corporation; UMR, INC., dba UNITED
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 7 corporation; OXFORD HEALTH PLANS,
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 10 COMPANY, INC., a Nevada corporation;
 11 SIERRA HEALTH-CARE OPTIONS, INC., a
 12 Nevada corporation; HEALTH PLAN OF
 13 NEVADA, INC., a Nevada corporation; DOES
 14 1-10; ROE ENTITIES 11-20,

15 Defendants.

16 **THE STATE OF NEVADA TO:**

17 Scott Ziemer
 18 UnitedHealthcare
 19 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 20 6385 S. Rainbow Blvd, Suite 400
 21 Las Vegas, Nevada 89118

22 **YOU ARE ORDERED TO APPEAR AS A WITNESS** and give testimony at the
 23 following date, time, and place pursuant to NRS 50.165 and NRCP 45, UNLESS you make an
 24 agreement with the attorney or party submitting this subpoena:

25 Date: October 25, 2021
 26 Time: 9:00 a.m.
 27 Department No.: XXVII
 28 Courtroom No.: 3A
 Place: District Court, Regional Justice Center
 200 Lewis Avenue, Las Vegas, Nevada

29 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by
 30 NRS 50.225. This Subpoena must be accompanied by the fees for one day's attendance and
 31 mileage, unless issued on behalf of the State or a State agency. NRCP 45(b).

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 33 upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not
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1 as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS 50.195,
2 50.205, and 22.100(3).

3 Please see the attached Exhibit "A" for information regarding your rights and
4 responsibilities relating to this Subpoena.

5 Dated this 9th day of September, 2021.

6 McDONALD CARANO LLP

7 By: /s/ Pat Lundvall

8 Pat Lundvall (NSBN 3761)
9 Kristen T. Gallagher (NSBN 9561)
10 Amanda M. Perach (NSBN 12399)
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16 *Attorneys for Plaintiffs*

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McDONALD CARANO

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PHONE 702.873.4100 • FAX 702.873.9966

000076

AFFIDAVIT/DECLARATION OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF _____)

I, *(insert name of person making service)* _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit/Declaration is made; that I received a copy of the **CIVIL SUBPOENA** on *(insert date person making service received Subpoena)* _____; and that I served the same on *(insert date person making service served Subpoena)* _____, by delivering and leaving a copy with *(insert name of witness)* _____ *(insert address where witness was served)* at _____.

Executed on: _____
 (Date) (Signature of Person Making Service)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC in and for the
County of _____, State of _____.

OR ONE OF THE FOLLOWING: Per NRS 53.045

(a) If executed in the State of Nevada: "I declare under penalty of perjury that the foregoing is true and correct."

Executed on: _____
 (Date) (Signature of Person Making Service)

(b) If executed outside of the State of Nevada: "I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct."

Executed on: _____
 (Date) (Signature of Person Making Service)

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE

Rule 45

(c) *Protection of persons subject to subpoena.*

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

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(i) fails to allow reasonable time for compliance;

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4 to travel from any such place within the state in which the trial is held, or

5 (iii) requires disclosure of privileged or other protected matter and no
6 exception or waive applies, or

7 (iv) subjects a person to undue burden.

8 (B) If a subpoena

9 (i) requires disclosure of a trade secret or other confidential research,
10 development, or commercial information, or

11 (ii) requires disclosure of an unretained expert's opinion or information
12 not describing specific events or occurrences in dispute and resulting from the expert's study made
13 not at the request of any party,

14 the court may, to protect a person subject to or affected by the subpoena, quash or modify the
15 subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the
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26 produced that is sufficient to enable the demanding party to contest the claim.

27
28

McDONALD CARANO

Pat Lundvall
plundvall@mcdonaldcarano.com

Reply to: Las Vegas

September 9, 2021

Via Hand Delivery

Vince Zuccarello
 UnitedHealthcare
 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 6385 S. Rainbow Boulevard, Suite 400
 Las Vegas, Nevada 89118

Re: *Fremont Emergency Services (Mandavia), Ltd. et al. v. UnitedHealth Group, Inc. et al.*
Case No.: A-19-792978-B

Dear Mr. Zuccarello:

Enclosed is a trial subpoena ("Subpoena") ordering you to appear as a witness and give testimony at the trial in this matter starting on **October 25, 2021 at 9:00 a.m.** and continuing day to day thereafter until your testimony has been completed. Enclosed is a check in the amount of \$67.00 covering your witness fees for the above appearance. Mileage has been included to and from the courthouse.

Although your Subpoena identifies October 25, 2021 at 9:00 a.m. as the date and time you are required to appear as a witness, I am uncertain as to the exact date and time that your testimony will be required. **Therefore, it is important that you contact defense counsel prior to October 25th**, to obtain an update of the anticipated time and date you will need to appear.

Thank you for your cooperation.

Sincerely,

McDonald Carano LLP

/s/ Pat Lundvall

Pat Lundvall

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 Enclosure(s)

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18 *Attorneys for Plaintiffs*

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 20 **DISTRICT COURT**
CLARK COUNTY, NEVADA

21 **FREMONT EMERGENCY SERVICES**
 22 **(MANDAVIA), LTD.**, a Nevada professional
 23 corporation; **TEAM PHYSICIANS OF**
 24 **NEVADA-MANDAVIA, P.C.**, a Nevada
 25 professional corporation; **CRUM, STEFANKO**
AND JONES, LTD. dba RUBY CREST
EMERGENCY MEDICINE, a Nevada
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26 Plaintiffs,

27 vs.

28 **UNITEDHEALTH GROUP, INC.**, a Delaware
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Case No.: A-19-792978-B
 Dept. No.: XXVII

CIVIL SUBPOENA

(For Personal Appearance at Trial)

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 3 SERVICES INC., dba
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 6 MEDICAL RESOURCES, a Delaware
 7 corporation; OXFORD HEALTH PLANS,
 8 INC., a Delaware corporation; SIERRA
 9 HEALTH AND LIFE INSURANCE
 10 COMPANY, INC., a Nevada corporation;
 11 SIERRA HEALTH-CARE OPTIONS, INC., a
 12 Nevada corporation; HEALTH PLAN OF
 13 NEVADA, INC., a Nevada corporation; DOES
 14 1-10; ROE ENTITIES 11-20,

15 Defendants.

16 **THE STATE OF NEVADA TO:**

17 Vince Zuccarello
 18 UnitedHealthcare
 19 c/o Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC
 20 6385 S. Rainbow Blvd, Suite 400
 21 Las Vegas, Nevada 89118

22 **YOU ARE ORDERED TO APPEAR AS A WITNESS** and give testimony at the
 23 following date, time, and place pursuant to NRS 50.165 and NRCP 45, UNLESS you make an
 24 agreement with the attorney or party submitting this subpoena:

25 Date:	October 25, 2021
26 Time:	9:00 a.m.
27 Department No.:	XXVII
28 Courtroom No.:	3A
Place:	District Court, Regional Justice Center 200 Lewis Avenue, Las Vegas, Nevada

29 **WITNESS FEES:** You are entitled to witness fees and mileage traveled, as provided by
 30 NRS 50.225. This Subpoena must be accompanied by the fees for one day's attendance and
 31 mileage, unless issued on behalf of the State or a State agency. NRCP 45(b).

32 **CONTEMPT:** Failure by any person without adequate excuse to obey a subpoena served
 33 upon that person may be deemed a contempt of the court, NRCP 45(e), punishable by a fine not
 34 exceeding \$500 and imprisonment not exceeding 25 days, NRS 22.100(2). Additionally, a
 35 witness disobeying a subpoena shall forfeit to the aggrieved party \$100 and all damages sustained

1 as a result of the failure to attend, and a warrant may issue for the witness' arrest. NRS 50.195,
2 50.205, and 22.100(3).

3 Please see the attached Exhibit "A" for information regarding your rights and
4 responsibilities relating to this Subpoena.

5 Dated this 9th day of September, 2021.

6 McDONALD CARANO LLP

7 By: /s/ Pat Lundvall

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16 *Attorneys for Plaintiffs*
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McDONALD CARANO
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PHONE 702.873.4100 • FAX 702.873.9966

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AFFIDAVIT/DECLARATION OF SERVICE

STATE OF NEVADA)
) ss.
COUNTY OF _____)

I, *(insert name of person making service)* _____, being duly sworn, or under penalty of perjury, state that at all times herein I was and am over 18 years of age and not a party to or interested in the proceedings in which this Affidavit/Declaration is made; that I received a copy of the **CIVIL SUBPOENA** on *(insert date person making service received Subpoena)* _____; and that I served the same on *(insert date person making service served Subpoena)* _____, by delivering and leaving a copy with *(insert name of witness)* _____ *(insert address where witness was served)* at _____.

Executed on: _____
 (Date) (Signature of Person Making Service)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

NOTARY PUBLIC in and for the
County of _____, State of _____.

OR ONE OF THE FOLLOWING: Per NRS 53.045

(a) If executed in the State of Nevada: "I declare under penalty of perjury that the foregoing is true and correct."

Executed on: _____
 (Date) (Signature of Person Making Service)

(b) If executed outside of the State of Nevada: "I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct."

Executed on: _____
 (Date) (Signature of Person Making Service)

EXHIBIT "A"

NEVADA RULES OF CIVIL PROCEDURE**Rule 45****(c) *Protection of persons subject to subpoena.***

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

1 (ii) requires a person who is not a party or an officer of a party to travel
2 to a place more than 100 miles from the place where that person resides, is employed or regularly
3 transacts business in person, except that such a person may in order to attend trial be commanded
4 to travel from any such place within the state in which the trial is held, or

5 (iii) requires disclosure of privileged or other protected matter and no
6 exception or waive applies, or

7 (iv) subjects a person to undue burden.

8 (B) If a subpoena

9 (i) requires disclosure of a trade secret or other confidential research,
10 development, or commercial information, or

11 (ii) requires disclosure of an unretained expert's opinion or information
12 not describing specific events or occurrences in dispute and resulting from the expert's study made
13 not at the request of any party,

14 the court may, to protect a person subject to or affected by the subpoena, quash or modify the
15 subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the
16 testimony or material that cannot be otherwise met without undue hardship and assures that the
17 person to whom the subpoena is addressed will be reasonably compensated, the court may order
18 appearance or production only upon specified conditions.

19 (d) *Duties in responding to subpoena.*

20 (1) A person responding to a subpoena to produce documents shall produce them as
21 they are kept in the usual course of business or shall organize and label them to correspond with
22 the categories in the demand.

23 (2) When information subject to a subpoena is withheld on a claim that it is privileged
24 or subject to protection as trial preparation materials, the claim shall be made expressly and shall
25 be supported by a description of the nature of the documents, communications, or things not
26 produced that is sufficient to enable the demanding party to contest the claim.

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1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 Fremont Emergency Services
7 (Mandavia) Ltd, Plaintiff(s)

CASE NO: A-19-792978-B

8 vs.

DEPT. NO. Department 27

9 United Healthcare Insurance
10 Company, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order Shortening Time was served via the court's electronic eFile
15 system to all recipients registered for e-Service on the above entitled case as listed below:

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Amanda Genovese

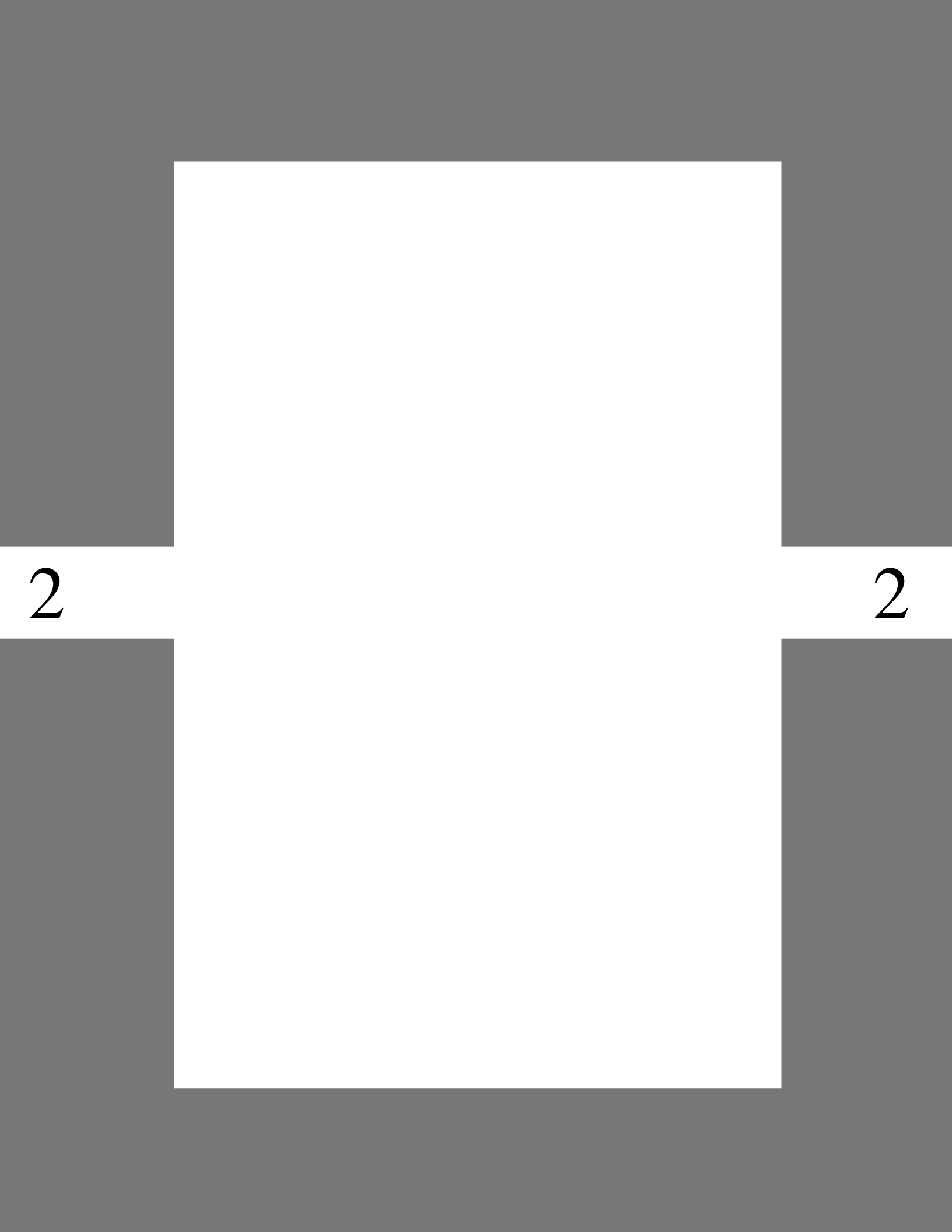
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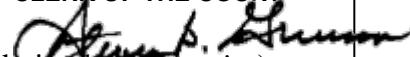
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD., a Nevada professional
corporation; TEAM PHYSICIANS OF
NEVADA-MANDAVIA, P.C., a Nevada
professional corporation; CRUM, STEFANKO
AND JONES, LTD. dba RUBY CREST
EMERGENCY MEDICINE, a Nevada
professional corporation,

Plaintiffs,

vs.

UNITEDHEALTH GROUP, INC., a Delaware
corporation; UNITED HEALTHCARE
INSURANCE COMPANY, a Connecticut
corporation; UNITED HEALTH CARE
SERVICES INC., dba
UNITEDHEALTHCARE, a Minnesota
corporation; UMR, INC., dba UNITED
MEDICAL RESOURCES, a Delaware
corporation; OXFORD HEALTH PLANS,
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC., a

Case No.: A-19-792978-B
Dept. No.: XXVII

**PLAINTIFFS' OPPOSITION TO
DEFENDANTS' MOTION TO QUASH
OUT OF STATE TRIAL SUBPOENAS
ON ORDER SHORTENING TIME**

Hearing Date: October 6, 2021
Hearing Time: 11:00 a.m.

McDONALD CARANO

2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation; DOES
1-10; ROE ENTITIES 11-20,

Defendants.

Plaintiffs Fremont Emergency Services (Mandavia), Ltd. (“Fremont”); Team Physicians
of Nevada-Mandavia, P.C. (“Team Physicians”); Crum, Stefanko and Jones, Ltd. dba Ruby Crest
Emergency Medicine (“Ruby Crest” and collectively the “Health Care Providers”) oppose
Defendants’ Motion to Quash Out of State Trial Subpoenas on Order Shortening Time filed by
Defendants UnitedHealth Group, Inc.; UnitedHealthcare Insurance Company; United
HealthCare Services, Inc.; UMR, Inc.; Oxford Health Plans, Inc.; Sierra Health and Life
Insurance Co., Inc.; Sierra Health-Care Options, Inc.; and Health Plan of Nevada, Inc.
(collectively, “United”).

This Opposition is based upon the record in this matter, the points and authorities that
follow, the pleadings and papers on file in this action, and any argument of counsel entertained
by the Court.

MEMORANDUM OF POINTS AND AUTHORITIES

I. UNITED’S NRCP 16.1 DISCLOSURES PROVIDED THAT ITS WITNESSES COULD BE REACHED IN NEVADA.

Under the Nevada Rules of Civil Procedure, United was required to disclose “the name
and, if known, the address and telephone number of each individual likely to have information
discoverable under Rule 26(b)” NRCP 16.1(a)(1)(A) (emphasis added). United also had an
ongoing duty “to timely supplement or correct the disclosure or response to include information
thereafter acquired” if United learned its disclosure was incomplete or incorrect. NRCP 26(e)(1).
The Nevada Supreme Court has recognized the importance of complying with these rules,
observing that they “aid in the efficient and fair administration of justice.” *See Mays v. Eight
Judicial District Court*, 105 Nev. 60, 62, 768 P.2d 877, 878 (1989) (issuing writ of mandamus
when district court improperly waived compliance with NRCP 16.1).

In seeking to quash the trial subpoenas, United ignores that *United* chose to identify its

witnesses as reachable in Nevada under the disclosure requirements of NRCP 16.1. *See, e.g., Exhibit 1*, Defs.’ 16th Supplement to Initial Disclosure of Witnesses, at 3-4 (disclosing address of nine witnesses at issue on December 14, 2020). In fact, to avoid any doubt, the Health Care Providers asked United’s counsel during discovery to confirm that it would accept service for deposition subpoenas. **Exhibit 2**, E-mail Correspondence Between K. Gallagher and C. Balkenbush, at 3-4 (communications regarding deposition subpoenas for Lisa Dealy, Jolene Bradley, Jacy Jefferson, Scott Ziemer, Jason Schoonover, John Haben, Vince Zuccarello, Rebecca Paradise, and Angela Nierman). In response, United’s counsel questioned why subpoenas were even necessary for its “party-affiliated” witnesses. *Id.* at 2. This identification of its witnesses as reachable in Nevada continued into September 2021. **Exhibit 3**, Defs.’ 36th Supplement to Initial Disclosure of Witnesses. Simply put, the understanding was clear throughout the case that witnesses were available through their counsel in Nevada.

Now, however, United seeks to change course. To shield its witnesses from being called live at trial, United argues that its disclosures—which prohibited the Health Care Providers from contacting United’s witnesses in any manner other than through counsel—were not applicable to trial subpoenas. Three days after reaffirming that all ten witnesses were United employees under the care of its counsel, United changed its disclosures to reveal that four of these witnesses are no longer under its employment. *Compare* Ex. 3, Defs.’ 36th Supplement to Initial Disclosure of Witnesses (disclosures served September 8, 2021) *with Exhibit 4*, Defs.’ 37th Supplement to Initial Disclosure of Witnesses (disclosures served September 11, 2021). United also deleted the representation it had made throughout the entire litigation that its employees are only available via its Nevada local counsel. *Id.* By leaving its disclosures untouched months after the close of fact discovery, United deliberately created the impression that these witnesses would be available for live testimony at trial. United should be held to its disclosures. United has disclosed these ten individuals as trial witnesses in its own disclosures.

II. UNITED HAS REPRESENTED THAT THESE INDIVIDUALS ARE TRIAL WITNESSES.

Indeed, United’s real motive is not protecting its employees from the burden of attending

trial. United itself affirmatively disclosed *all ten individuals* who are subject to this motion as trial witnesses. **Exhibit 5**, Defs.’ Pretrial Disclosures, at 3:4-6, 4:21-23, 4:27-5:6, 5:15-23, 5:27-6:2, 7:17-22. This sword and shield attempt to gain a tactical advantage is troubling, especially in light of United’s evasive discovery responses about the seminal reimbursement issues throughout this litigation. For example, Rebecca Paradise, one of the subpoenaed witnesses, evaded fundamental questions about the calculation of reimbursement rates, despite being designated as a corporate representative on United’s reimbursement methodologies. *See Exhibit 6*, Deposition of Rebecca Paradise as 30(b)(6) Representative of United Health Care Services, Inc., at 31:2-38:21. Witnesses evaded questions about the same critical issues in many other instances. *See, e.g., Exhibit 7*, Deposition of John Haben, at 153:15-157:8; **Exhibit 8**, Deposition of Daniel Schumacher, at 127:3-6, 233:4-12, 248:14-249:23.

In fact, in reliance on the disclosure of these witnesses as being available via United’s Nevada counsel, the Health Care Providers chose not to move to compel responses on these issues and elected, instead, to deal with these witnesses at trial. United cannot now game the system by pulling back these witnesses from being available to the Health Care Providers by changing its disclosures and then only disclosing them as witnesses for United’s case. Indeed, by playing hide the ball with its witnesses, United has forced the Health Care Providers to submit extensive deposition designations in the event witnesses are unavailable. Remarkably, after forcing the Health Care Providers through all that work, United has complained that the Health Care Providers’ deposition designations are overbroad—all while continuing to refuse to commit to making its witnesses available. **Exhibit 9**, E-mail from J. Gordon to J. McManis.

This “heads I win, tails you lose” position United has staked out is untenable. United defined the manner in which its witnesses could be contacted through its NRCP 16.1 disclosures, and those are the disclosures that applied throughout discovery through the time when the Health Care Providers issued the subpoenas. The Court should deny United’s motion to quash.

III. THIS COURT HAS DISCRETION TO SUBPOENA OUT-OF-STATE WITNESSES.

United’s focus on federal cases throughout its motion is misplaced. Unlike its federal

counterpart, NRCP 45 allows the Court the discretion to command a person to trial, even if that person is outside the boundaries of the Nevada state line. NRCP 45(c)(3)(A)(ii) requires a court to quash a subpoena if it “requires a person to travel to a place more than 100 miles from the place where that person resides, is employed, or regularly transacts business in person, unless the person is commanded to attend trial within Nevada.” This differs from the Federal Rules of Civil Procedure, under which a federal court’s subpoena range extends to state lines if the person “(i) is a party or party’s officer; or (ii) is commanded to attend a trial and would not incur substantial expense.”¹ Fed. R. Civ. P. 45(c)(1)(B)(ii).

The crucial difference between the FRCP and NRCP, however, is that the drafters of the NRCP removed any reference to a statewide limitation. Instead, the NRCP just requires that the person is not subject to an undue burden. NRCP 45(c)(3)(A)(iv). This intentional omission by the drafters of the NRCP means that the Court has the ability under the Rules to compel United’s employees to attend trial under the subpoenas properly served within Nevada at the address disclosed by counsel for United in its Rule 16.1 disclosures.

Quinn v. Eighth Jud. Dist. Ct. in & for Cty. of Clark, 134 Nev. 25, 410 P.3d 984 (2018), the principal Nevada case that United relies on, does not hold otherwise. That Court expressly stated throughout its opinion that it was examining a district court’s power over nonparty witnesses. *See, e.g., id.* at 33 (“Thus, we decline to recognize an exception to the district court’s subpoena power over an out-of-state nonparty witness when that witness is an attorney who has practiced in Nevada courts.”). At issue here are party witnesses whom United fully intends to call to trial. Ex. 5, Defs.’ Pretrial Disclosures, at 3-7. United disclosed that all ten subpoenaed witnesses were employed by parties to this litigation just four weeks ago. Ex. 3, Defs.’ 36th Supplement to Initial Disclosure of Witnesses, at 3-6.

¹ Surely, any travel expenses incurred by these witnesses would be paid by United.

1 It follows that *Quinn* does not preclude the exercise of this Court's subpoena power over
 2 these party witnesses, given that corporate parties like United can speak only through its
 3 employees. *See* NRS 51.035 (statements "by the party's agent or servant concerning a matter
 4 within the scope of the party's agency or employment, made before the termination of the
 5 relationship" are non-hearsay statements admissible against the party). Even United understood
 6 that the subpoenaed witnesses, many of whom were deposed as 30(b)(6) representatives, were
 7 party witnesses and disclosed them as under the care of its Nevada local counsel to prevent *ex*
 8 *parte* contacts. *See* Ex. 2, E-mail Correspondence Between K. Gallagher and C. Balkenbush,
 9 at 2. Accordingly, this Court should exercise its discretion to compel these United witnesses to
 10 attend trial.

11
 12 DATED this 6th day of October, 2021.

13
 14 AHMAD, ZAVITSANOS, ANAIPAKOS, ALAVI
 & MENSING, P.C

15 By: /s/ John Zavitsanos

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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 6th day of October, 2021, I caused a true and correct copy of the foregoing **PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION TO QUASH OUT OF STATE TRIAL SUBPOENAS ON ORDER SHORTENING TIME** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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Judge David Wall, Special Master
Attention: Mara Satterthwaite & Michelle Samaniego
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msamaniego@jamsadr.com

/s/ Beau Nelson

An employee of McDonald Carano LLP

660000

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EXHIBIT 1

SLWD

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lroberts@wwhgd.com

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DISTRICT COURT

CLARK COUNTY, NEVADA

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD., a Nevada professional
corporation; TEAM PHYSICIANS OF NEVADA-
MANDAVIA, P.C., a Nevada professional
corporation; CRUM, STEFANKO AND JONES,
LTD. dba RUBY CREST EMERGENCY
MEDICINE, a Nevada professional corporation,

Plaintiffs,

vs.

UNITEDHEALTH GROUP, INC., a Delaware
corporation; UNITED HEALTHCARE
INSURANCE COMPANY, a Connecticut
corporation; UNITED HEALTH CARE
SERVICES INC., dba UNITEDHEALTHCARE, a
Minnesota corporation; UMR, INC., dba UNITED
MEDICAL RESOURCES, a Delaware
corporation; OXFORD HEALTH PLANS, INC., a
Delaware corporation; SIERRA HEALTH AND
LIFE INSURANCE COMPANY, INC., a Nevada
corporation; SIERRA HEALTH-CARE OPTIONS,
INC., a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation; DOES 1-
10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

**DEFENDANTS' SIXTEENTH
SUPPLEMENT TO INITIAL
DISCLOSURE OF WITNESSES AND
DOCUMENTS**

EXHIBIT

1

WEINBERG WHEELER
HUDGINS GUNN & DIAL



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Defendants UnitedHealth Group, Inc., UnitedHealthcare Insurance Company (“UHIC”), United HealthCare Services, Inc., UMR, Inc., Oxford Health Plans LLC, (incorrectly named as Oxford Health Plans, Inc.), Sierra Health and Life Insurance Co., Inc., Sierra Health-Care Options, Inc., and Health Plan of Nevada, Inc. (collectively, “Defendants”) hereby submit the following Supplemental Disclosures with regard to the above captioned matter (supplemental information in **bold**).

I. LIST OF WITNESSES

1. Kent Bristow, Senior Vice President
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

2. Jennifer Shrader, Vice President of Managed Care Contracting
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

3. Rena Harris, Senior Contracts Manager
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

4. Mark Kline, former employee / Vice President of Managed Care
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.



- 1 5. Angie Nierman, National Vice President of Contracting and Strategy,
2 UnitedHealthcare
3 c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
4 6385 S. Rainbow Blvd., Suite 400
5 Las Vegas, NV 89118

6 This witness is expected to testify regarding the facts and circumstances surrounding
7 the subject litigation and any related matters.

- 8 6. Rebecca Paradise, Vice President, Out-Of-Network Payment Strategy,
9 UnitedHealthcare
10 c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
11 6385 S. Rainbow Blvd., Suite 400
12 Las Vegas, NV 89118

13 This witness is expected to testify regarding the facts and circumstances surrounding
14 the subject litigation and any related matters.

- 15 7. Paul Bevilacqua, Vice President Managed Care,
16 TeamHealth Holdings, Inc.
17 c/o McDonald Carano LLP
18 2300 W. Sahara Ave., Suite 1200
19 Las Vegas, Nevada 89102

20 This witness is expected to testify regarding the facts and circumstances surrounding
21 the subject litigation and any related matters.

- 22 8. Jacy Jefferson, Director, Network Contracting,
23 UnitedHealthcare
24 c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
25 6385 S. Rainbow Blvd., Suite 400
26 Las Vegas, NV 89118

27 This witness is expected to testify regarding the facts and circumstances surrounding
28 the subject litigation and any related matters.

- 29 9. Paula Dearolf, Executive Vice President, Revenue Cycle Operations
30 TeamHealth Holdings, Inc.
31 c/o McDonald Carano LLP
32 2300 W. Sahara Ave., Suite 1200
33 Las Vegas, Nevada 89102

34 This witness is expected to testify regarding the facts and circumstances surrounding
35 the subject litigation and any related matters.

- 36 10. John Haben, Vice President, Network Contracting
37 UnitedHealthcare
38 c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
39 6385 S. Rainbow Blvd., Suite 400
40 Las Vegas, NV 89118



1 This witness is expected to testify regarding the facts and circumstances surrounding
2 the subject litigation and any related matters.

- 3 11. Charles Sims, Network Contracting,
4 Former employee of UnitedHealthcare
5 TBD

6 This witness is expected to testify regarding the facts and circumstances surrounding
7 the subject litigation and any related matters.

- 8 12. Jason Schoonover, Business Process Manager,
9 UnitedHealthcare
10 c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
11 6385 S. Rainbow Blvd., Suite 400
12 Las Vegas, NV 89118

13 This witness is expected to testify regarding the facts and circumstances surrounding
14 the subject litigation and any related matters.

- 15 13. Jolene Bradley, Associate Director, Network Programs
16 UnitedHealthcare
17 c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
18 6385 S. Rainbow Blvd., Suite 400
19 Las Vegas, NV 89118

20 This witness is expected to testify regarding the facts and circumstances surrounding
21 the subject litigation and any related matters.

- 22 14. Vice President, Network Pricing
23 UnitedHealthcare
24 c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
25 6385 S. Rainbow Blvd., Suite 400
26 Las Vegas, NV 89118

27 This witness is expected to testify regarding the facts and circumstances surrounding
28 the subject litigation and any related matters.

15. Lisa Dealy, Special Investigations Unit, Customer Care and Ledger Billing for
UnitedHealthcare Student Resources
c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
6385 S. Rainbow Blvd., Suite 400
Las Vegas, NV 89118

This witness is expected to testify regarding the facts and circumstances surrounding
the subject litigation and any related matters.

///



16. Scott Ziemer, Vice President, Customer Solutions
 UMR
 c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
 6385 S. Rainbow Blvd., Suite 400
 Las Vegas, NV 89118

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

Any and all witnesses identified by the Plaintiff or any other party in this matter.

Defendants reserve the right to supplement this witness list as discovery continues, and hereby incorporate the witness list submitted by any other party to this matter solely for the purpose of identifying individuals likely to have discoverable information. The inclusion of a witness herein is not a concession that the witness will be called at trial, or that the witness has relevant information. The witnesses disclosed herein are listed solely for the purpose of identifying individuals which may potentially have discoverable information.

II. LIST OF DOCUMENTS

Bates Start	Bates End	Document Description
DEF000001	DEF000003	Decl of Jane Stalinski in support of motion to dismiss
DEF000004	DEF000006	Decl of Maryann Britto In Support of Motion to Dismiss
DEF000007	DEF000009	Decl of Shawna Reed in support of Motion to Dismiss
DEF000010	DEF000012	Decl of Ellen Sinclair in Support of Motion to Dismiss
DEF000013	DEF000015	Decl of Jane Stalinski in support of Opps to Mtn to Remand
DEF000016	DEF000018	Decl of Maryann Britto in support of Def Opps to Mtn to Remand
DEF000019	DEF000021	Decl Shawn Reed in Support of Def Opps to Mtn to Remand
DEF000022	DEF000024	Decl Ellen Sinclair in support of Def Opps to Mtn to Remand
DEF000025	DEF000069	Sample claims forms for Fremont claims
DEF000070	DEF000108	Sample claims forms for SHO
DEF000109	DEF000113	Article in NV Independent





Bates Start	Bates End	Document Description
DEF000114	DEF000114	Fremont ER SHL Amendment
DEF000115	DEF000122	Fremont Medicaid Amendment
DEF000123	DEF000124	Fremont Responses to 07/14/2018 Term
DEF000125	DEF000127	Fremont Responses to 08/30/18 term
DEF000128	DEF000136	HPN Amendment
DEF000137	DEF000139	HPN response to 08/30 Fremont Term
DEF000140	DEF000141	January 2018 Term HPN Response
DEF000142	DEF000144	July 14/2018 Term
DEF000145	DEF000153	Sierra Response to Fremont Term
DEF000154	DEF000156	SHO Amendment
DEF000157	DEF000418	2019 UHC Care Provider Admin Guide
DEF000419	DEF000687	2020 UHC Care Provider Admin Guide
DEF000688	DEF000688	Policy for Out of Network Providers
DEF000689	DEF000700	Emergency Health Care Services
DEF000701	DEF000711	Emergency and Urgently needed health Care Services
DEF000712	DEF000714	Hospital Notifications
DEF000715	DEF000721	Information on payment of out of network benefits
DEF000722	DEF000787	Network Access Agreement
DEF000788	DEF000821	Amendment to Network Access Agreement
DEF000822	DEF000836	Amendment to Network Access Agreement
DEF000837	DEF000854	Amendment to Network Access Agreement
DEF000855	DEF001379	Out of Network information
DEF001380	DEF001387	Data iSight Client Preferences
DEF001388	DEF001421	Amendment to Network Access Agreement -



Bates Start	Bates End	Document Description
		unredacted ¹
DEF001422	DEF001436	Amendment to Network Access Agreement - unredacted
DEF001437	DEF001502	Network Access Agreement - unredacted
DEF001503	DEF001520	Amendment to Network Access Agreement - unredacted
DEF001521	DEF001535	Amendment to Network Access Agreement
DEF001536	DEF003358	Administrative records for at-issue claims*
DEF003359	DEF010454	Administrative records for at issue claims*
DEF010455	DEF010554	Documents regarding Defendants' out of network and in-network reimbursement rates and implementation, Documents regarding Defendants' relationship with third-party vendors*
DEF010555	DEF010555	Closure Reports*
DEF010556	DEF010557	Non Disclosure Agreement (previously provided to counsel via email 10/26/2020)
DEF010558	DEF010558	Aggregated market data*
DEF010559	DEF011089	Negotiation Correspondence
DEF011090	DEF011139	UHC-First Health Agreement
DEF011140	DEF011210	UMR-First Health Agreement and Amendments
DEF011211	DEF011211	Data iSight Dispute Report / Performance Report
DEF011212	DEF011237	OON Program PowerPoint
DEF011238	DEF011273	OON Program PowerPoint
DEF011274	DEF011274	Sierra Aggregated Market Data Report

*NOTE: These documents are provided via separate email / Sharefile. Certain of the documents produced have been designated "CONFIDENTIAL - PROTECTED HEALTH INFORMATION" in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the relevant regulations promulgated thereunder at 45 C.F.R. parts 160 and 164. See 45 C.F.R. § 160.103 (defining "individually identifiable health information" and "protected health information").



Bates Start	Bates End	Document Description
DEF011275	DEF011275	UNET Aggregated Market Data Report
DEF011276	DEF011277	Fremont-TeamHealth Analysis - REDACTED
DEF011278	DEF011279	Fremont-TeamHealth Analysis - REDACTED
DEF011280	DEF011293	MGM NV-Fremont Agreement
DEF011294	DEF011294	MGM NV-Fremont Termination Extension
DEF011295	DEF011321	Fremont-Sierra SHO Agreement
DEF011322	DEF011323	Fremont-Sierra Amendment
DEF011324	DEF011338	Fremont-Sierra Agreement
DEF011339	DEF011356	Fremont-Sierra Medicaid Agreement
DEF011357	DEF011376	Fremont-Sierra SHL Agreement
DEF011377	DEF011379	Fremont-Sierra HPN Amendment
DEF011380	DEF011382	Fremont-Sierra SHO Amendment
DEF011383	DEF011384	Fremont-Sierra Termination Correspondence
DEF011385	DEF011393	Fremont-Sierra Termination Correspondence
DEF011394	DEF011396	Fremont-Sierra SHL Amendment
DEF011397	DEF011399	Fremont-Sierra Termination Correspondence
DEF011400	DEF011401	Fremont-Sierra Termination Correspondence
DEF011402	DEF011410	Fremont-Sierra Termination Correspondence
DEF011411	DEF011436	Fremont-UHC Agreement
DEF011437	DEF011446	Fremont-UHC Amendment
DEF011447	DEF011456	Email Message "Re: release Fremont ER claims!"
DEF011457	DEF011471	Email Message "Fremont Emergency Contract"
DEF011472	DEF011476	Email Message "RE EXTERNAL RE RE Contract"
DEF011477	DEF011479	Email Message "RE LVSC Freemont ER"



Bates Start	Bates End	Document Description
DEF011480	DEF011480	Claims Matching Detail ²
DEF011481	DEF028026	Administrative records for at issue claims*
DEF028027	DEF030189	Benefit Plan Templates for Fully-Insured Clients Submitted to Nevada Division of Insurance for Approval
DEF030190	DEF030211	Health Plan of Nevada, Inc. Consulting Provider Agreement
DEF030212	DEF030230	Sierra Health & Life Insurance Company, Inc. Amendment to Individual / Group Provider Agreement
DEF030231	DEF030249	Sierra Health & Life Options, Inc. Amendment to Individual / Group Provider Agreement
DEF030250	DEF030252	Email Message and Attachments re: "Fremont Emergency Services"
DEF030253	DEF030262	Southern Nevada: Sierra Healthcare Options: Fremont Emergency Services
DEF030263	DEF030293	Customer Services Agreement Between Private Healthcare systems, Inc. and Fiserv Health Plan Administrators
DEF030294	DEF030299	First Amendment to the Customer Services Agreement between Fiserv Health Plan Administrators and Private Healthcare Systems, Inc.
DEF030300	DEF030300	Amendment between Fiserv Health Plan Administrators and Private Healthcare Systems, Inc.
DEF030301	DEF030406	Provider Appeals
DEF030407	DEF030431	Data iSight Appeals / Performance Reports
DEF030432	DEF045750	Administrative records for at issue claims*
DEF045751	DEF045751	Excel version of DEF010558*
DEF045752	DEF045752	Excel version of DEF011274*
DEF045753	DEF045753	Excel version of DEF011275*
DEF045754	DEF045754	Claim-by-claim data underlying DEF011274 in Excel format*

² Although Defendants' efforts to perform a claims matching analysis are continuing, Defendants provide this Claim Matching Detail in a good faith effort to assist Plaintiffs in considering their claims matching counter-proposal.

Bates Start	Bates End	Document Description
DEF045755	DEF045755	Claim-by-claim data underlying DEF010558 and DEF011275 in Excel format*
DEF045756	DEF045763	Aggregated market data reports*
DEF045764	DEF045766	Claim-by-claim market data for UMR, Student Resources, OXFORD and CIRRUS platforms*
DEF045767	DEF075425	Administrative records for at issue claims*
DEF075426	DEF075428	Analyses for Nevada Emergency Groups*

Defendants reserve the right to supplement this list of documents as discovery continues, and hereby incorporate the documents identified by any other party to this matter solely for the purpose of identifying documents potentially relevant to this action. The inclusion of a document herein is not a concession that the document is admissible, relevant, or authentic. Specifically, the inclusion of any reports in accordance with NRCP 16.1(a)(1)(A)(ii) is not the equivalent of a representation that such reports are relevant, admissible, or to be used in support of Defendants' claims or defenses. The documents disclosed herein are listed solely for the purpose of identifying documents potentially relevant to this action.

III. COMPUTATION OF DAMAGES

Not Applicable.

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IV. INSURANCE AGREEMENTS

Defendants are self-insured for purposes of this action.

DATED this 14th day of November, 2020.

/s/ Brittany M. Llewellyn
D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Brittany M. Llewellyn, Esq.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118

Natasha S. Fedder, Esq.
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400 S. Hope St., 18th Floor
Los Angeles, CA 90071
Telephone: (213) 430-600

Attorneys for Defendants

WEINBERG WHEELER
HUDGINS GUNN & DIAL



CERTIFICATE OF SERVICE

I hereby certify that on the 14TH day of December, 2020, a true and correct copy of the foregoing **DEFENDANTS' SIXTEENTH SUPPLEMENT TO INITIAL DISCLOSURE OF WITNESSES AND DOCUMENTS** was electronically served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

Pat Lundvall, Esq.
Kristen T. Gallagher, Esq.
Amanda M. Perach, Esq.
McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com
Attorneys for Plaintiffs

/s/ Audra R. Bonney
An employee of WEINBERG, WHEELER, HUDGINS
GUNN & DIAL, LLC

EXHIBIT 2

From: [Kristen T. Gallagher](#)
To: [Balkenbush, Colby](#)
Cc: [Amanda Perach](#); [Pat Lundvall](#); [Karen Surowiec](#); [Pat Lundvall](#); [Llewellyn, Brittany M.](#); [Roberts, Lee](#); [Levine, Adam](#); [Portnoi, Dimitri D.](#); [Fedder, Natasha S.](#); [Blalack II, K. Lee](#); [Justin Fineberg](#); [Rachel LeBlanc](#); [Jonathan Siegelau](#); [Jonathan E. Feuer](#); [Emily Pincow](#); [Matt Lavin](#); [Aaron Modiano](#); [Martin Goldberg](#); [Dave Ruffner](#)
Subject: RE: Notification of Service for Case: A-19-792978-B, Fremont Emergency Services (Mandavia) Ltd, Plaintiff(s) vs. United Healthcare Insurance Company, Defendant(s) for filing Service Only, Envelope Number: 7791148
Attachments: [image001.png](#)

Colby –

In the past, United has required subpoenas for party witnesses, but your message below suggests that you do not require subpoenas at this time. If that is so, we are in agreement that party witnesses do not need to be subpoenaed, as long as it is a bilateral agreement.

With respect to United's notices of deposition served on May 10, 2021, please be advised that we do not control the following witnesses as they are not listed in the Health Care Providers' NRCP 16.1 witness disclosures and they are not employed by one of the Health Care Providers:

- Lisa Zima. Additionally, this notice did not provide 14 days' notice to the Health Care Providers required by NRCP 30.
- Dan Collard
- Robert Frantz, MD
- Jennifer Behm
- Eddie Ocasio
- Miles Snowden
- Dr. Henner
- Paul Bevilacqua

Regards,
 Kristy

Kristen T. Gallagher | Partner

MCDONALD CARANO

P: 702.873.4100 | **E:** kgallagher@mcdonaldcarano.com

From: Balkenbush, Colby <CBalkenbush@wwhgd.com>

Sent: Monday, May 10, 2021 4:54 PM

To: Kristen T. Gallagher <kgallagher@mcdonaldcarano.com>

Cc: Amanda Perach <aperach@mcdonaldcarano.com>; Pat Lundvall <plundvall@mcdonaldcarano.com>; Karen Surowiec <ksurowiec@Mcdonaldcarano.com>; Pat Lundvall <plundvall@mcdonaldcarano.com>; Llewellyn, Brittany M. <BLlewellyn@wwhgd.com>; Roberts, Lee <LRoberts@wwhgd.com>; Levine, Adam <alevine@omm.com>; Portnoi, Dimitri D. <dportnoi@omm.com>; Fedder, Natasha S. <nfedder@omm.com>; Blalack II, K. Lee <lblalack@omm.com>

Subject: RE: Notification of Service for Case: A-19-792978-B, Fremont Emergency Services

EXHIBIT

2

exhibitsticker.com

(Mandavia) Ltd, Plaintiff(s)vs.United Healthcare Insurance Company, Defendant(s) for filing Service Only, Envelope Number: 7791148

Kristy,

Can you provide some clarification on why you believe you need to serve a subpoena on current party-affiliated witnesses? I thought both parties were serving deposition notices on the parties related to party-affiliated witnesses, and serving deposition subpoenas only on third-party witnesses, including former employees.

Best,

Colby



Colby Balkenbush, Attorney
Weinberg Wheeler Hudgins Gunn & Dial
6385 South Rainbow Blvd. | Suite 400 | Las Vegas, NV 89118
D: 702.938.3821 | F: 702.938.3864
www.wwhgd.com | [vCard](#)

From: Kristen T. Gallagher [<mailto:kgallagher@mcdonaldcarano.com>]
Sent: Monday, May 3, 2021 12:35 PM
To: Balkenbush, Colby; Llewellyn, Brittany M.; Roberts, Lee
Cc: Amanda Perach; Pat Lundvall; Karen Surowiec; Pat Lundvall
Subject: RE: Notification of Service for Case: A-19-792978-B, Fremont Emergency Services (Mandavia) Ltd, Plaintiff(s)vs.United Healthcare Insurance Company, Defendant(s) for filing Service Only, Envelope Number: 7791148

This Message originated outside your organization.

Colby –

I am following up on the below messages regarding acceptance of service of the United witness deposition subpoenas. Please confirm that you will accept service.

Thank you,
Kristy

Kristen T. Gallagher | Partner

McDONALD CARANO

P: 702.873.4100 | **E:** kgallagher@mcdonaldcarano.com

From: Kristen T. Gallagher

Sent: Thursday, April 29, 2021 1:14 PM

To: 'Balkenbush, Colby' <CBalkenbush@wwhgd.com>; 'Llewellyn, Brittany M.' <BLlewellyn@wwhgd.com>; 'Roberts, Lee' <LRoberts@wwhgd.com>

Cc: Amanda Perach <aperach@mcdonaldcarano.com>; Pat Lundvall <plundvall@mcdonaldcarano.com>; Karen Surowiec <ksurowiec@mcdonaldcarano.com>; Pat Lundvall <plundvall@mcdonaldcarano.com>

Subject: RE: Notification of Service for Case: A-19-792978-B, Fremont Emergency Services (Mandavia) Ltd, Plaintiff(s)vs.United Healthcare Insurance Company, Defendant(s) for filing Service Only, Envelope Number: 7791148

Colby –

As you know, we delivered the subpoenas, witness checks and an acceptance of service yesterday. Please confirm that you will accept service of the subpoenas for the noticed depositions of United employees.

Kristen T. Gallagher | Partner

McDONALD CARANO

P: 702.873.4100 | **E:** kgallagher@mcdonaldcarano.com

From: Kristen T. Gallagher

Sent: Tuesday, April 27, 2021 5:39 PM

To: Balkenbush, Colby <CBalkenbush@wwhgd.com>; Llewellyn, Brittany M. <BLlewellyn@wwhgd.com>; Roberts, Lee <LRoberts@wwhgd.com>

Cc: Amanda Perach <aperach@mcdonaldcarano.com>; Pat Lundvall <plundvall@mcdonaldcarano.com>; Karen Surowiec <ksurowiec@mcdonaldcarano.com>

Subject: FW: Notification of Service for Case: A-19-792978-B, Fremont Emergency Services (Mandavia) Ltd, Plaintiff(s)vs.United Healthcare Insurance Company, Defendant(s) for filing Service Only, Envelope Number: 7791148

Colby –

Tomorrow, we are planning to send over deposition subpoenas in connection with the below noticed depositions of current United employees. Please confirm that you will accept service on behalf of each deponent.

Thank you,

Kristy

Kristen T. Gallagher | Partner

McDONALD CARANO

P: 702.873.4100 | E: kgallagher@mcdonaldcarano.com

From: efilingmail@tylerhost.net <efilingmail@tylerhost.net>

Sent: Tuesday, April 27, 2021 4:29 PM

To: Kristen T. Gallagher <kgallagher@mcdonaldcarano.com>

Subject: Notification of Service for Case: A-19-792978-B, Fremont Emergency Services (Mandavia) Ltd, Plaintiff(s)vs.United Healthcare Insurance Company, Defendant(s) for filing Service Only, Envelope Number: 7791148

EFile State Logo



Notification of Service

Case Number: A-19-792978-B

Case Style: Fremont Emergency Services (Mandavia) Ltd, Plaintiff(s)vs.United Healthcare Insurance Company, Defendant(s)

Envelope Number: 7791148

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	A-19-792978-B
Case Style	Fremont Emergency Services (Mandavia) Ltd, Plaintiff(s)vs.United Healthcare Insurance Company, Defendant(s)
Date/Time Submitted	4/27/2021 4:27 PM PST
Filing Type	Service Only
Filing Description	Notice of Taking the Videtaped Depositions of Lisa Dealy, Jolene Bradley, Greg Dosedel, Jacy Jefferson, Scott Ziemer, Jason Schoonover, John Haben, Vince Zuccarello, Dan Schumacher & Charles (Chet) Sims and Amended Notice of Taking the Videotaped Depositions of Rebecca Paradise & Angela Nierman
Filed By	Kristen Gallagher
	Fremont Emergency Services (Mandavia) Ltd:

Pat Lundvall (plundvall@mcdonaldcarano.com)
Kristen Gallagher (kgallagher@mcdonaldcarano.com)
Amanda Perach (aperach@mcdonaldcarano.com)
Justin Fineberg (jfineberg@lashgoldberg.com)
Yvette Yzquierdo (yyzquierdo@lashgoldberg.com)
Virginia Boies (vboies@lashgoldberg.com)
Martin Goldberg (mgoldberg@lashgoldberg.com)
Rachel LeBlanc (rleblanc@lashgoldberg.com)
Jonathan Feuer (jfeuer@lashgoldberg.com)
Matthew Lavin (MLavin@Napolilaw.com)
David Ruffner (druffner@lashgoldberg.com)
Tara Teegarden (tteegarden@mcdonaldcarano.com)

United Healthcare Insurance Company:

Colby Balkenbush (cbalkenbush@wwhgd.com)
D. Lee Roberts (lroberts@wwhgd.com)
Cindy Bowman (cbowman@wwhgd.com)
Audra Bonney (abonney@wwhgd.com)
Raiza Anne Torrenueva (rtorrenueva@wwhgd.com)
Brittany Llewellyn (bllewellyn@wwhgd.com)
Phillip Smith, Jr. (psmithjr@wwhgd.com)
Flor Gonzalez-Pacheco (FGonzalez-Pacheco@wwhgd.com)
Kelly Gaez (kgaez@wwhgd.com)

Service Contacts

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Sierra Health and Life Insurance Company Inc:

Colby Balkenbush (cbalkenbush@wwhgd.com)

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	<p>Other Service Contacts not associated with a party on the case:</p> <p>Beau Nelson (bnelson@mcdonaldcarano.com)</p> <p>Marianne Carter (mcarter@mcdonaldcarano.com)</p> <p>Karen Surowiec (ksurowiec@mcdonaldcarano.com)</p> <p>Kimberly Kirn (kkirn@mcdonaldcarano.com)</p> <p>David T. Wall:</p> <p>Mara Satterthwaite (msatterthwaite@jamsadr.com)</p>
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EXHIBIT 3

WEINBERG WHEELER
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD., a Nevada professional
corporation; TEAM PHYSICIANS OF
NEVADA-MANDAVIA, P.C., a Nevada
professional corporation; CRUM, STEFANKO
AND JONES, LTD. dba RUBY CREST
EMERGENCY MEDICINE, a Nevada
professional corporation,

Plaintiffs,

vs.

UNITEDHEALTH GROUP, INC., a Delaware

Case No.: A-19-792978-B
Dept. No.: 27

**DEFENDANTS' THIRTY-SIXTH
SUPPLEMENT TO INITIAL
DISCLOSURE OF WITNESSES AND
DOCUMENTS**

EXHIBIT

3

corporation; UNITED HEALTHCARE
INSURANCE COMPANY, a Connecticut
corporation; UNITED HEALTH CARE
SERVICES INC., dba UNITEDHEALTHCARE,
a Minnesota corporation; UMR, INC., dba
UNITED MEDICAL RESOURCES, a Delaware
corporation; OXFORD HEALTH PLANS, INC., a
Delaware corporation; SIERRA HEALTH AND
LIFE INSURANCE COMPANY, INC., a Nevada
corporation; SIERRA HEALTH-CARE
OPTIONS, INC., a Nevada corporation; HEALTH
PLAN OF NEVADA, INC., a Nevada
corporation; DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Defendants UnitedHealth Group, Inc., UnitedHealthcare Insurance Company (“UHC”),
United HealthCare Services, Inc., UMR, Inc., Oxford Health Plans LLC, (incorrectly named as
Oxford Health Plans, Inc.), Sierra Health and Life Insurance Co., Inc., Sierra Health-Care
Options, Inc., and Health Plan of Nevada, Inc. (collectively, “Defendants”) hereby submit the
following Supplemental Disclosures with regard to the above captioned matter (supplemental
information in **bold**).

I. LIST OF WITNESSES

1. Kent Bristow, Senior Vice President
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

This witness is expected to testify regarding the facts and circumstances surrounding
the subject litigation and any related matters.

2. Jennifer Shrader, Vice President of Managed Care Contracting
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

This witness is expected to testify regarding the facts and circumstances surrounding
the subject litigation and any related matters.

3. Rena Harris, Senior Contracts Manager
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200



Las Vegas, Nevada 89102

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

4. Mark Kline, former employee / Vice President of Managed Care
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

5. Angie Nierman, National Vice President of Contracting and Strategy,
UnitedHealthcare
c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
6385 S. Rainbow Blvd., Suite 400
Las Vegas, NV 89118

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

6. Rebecca Paradise, Vice President, Out-Of-Network Payment Strategy,
UnitedHealthcare
c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
6385 S. Rainbow Blvd., Suite 400
Las Vegas, NV 89118

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

7. Paul Bevilacqua, Vice President Managed Care,
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

8. Jacy Jefferson, Director, Network Contracting,
UnitedHealthcare
c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
6385 S. Rainbow Blvd., Suite 400
Las Vegas, NV 89118

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.



- 1 9. Paula Dearolf, Executive Vice President, Revenue Cycle Operations
2 TeamHealth Holdings, Inc.
3 c/o McDonald Carano LLP
4 2300 W. Sahara Ave., Suite 1200
5 Las Vegas, Nevada 89102

6 This witness is expected to testify regarding the facts and circumstances surrounding
7 the subject litigation and any related matters.

- 8 10. John Haben, Vice President, Network Contracting
9 UnitedHealthcare
10 c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
11 6385 S. Rainbow Blvd., Suite 400
12 Las Vegas, NV 89118

13 This witness is expected to testify regarding the facts and circumstances surrounding
14 the subject litigation and any related matters.

- 15 11. Charles Sims, Network Contracting,
16 Former employee of UnitedHealthcare
17 **Unknown**

18 This witness is expected to testify regarding the facts and circumstances surrounding
19 the subject litigation and any related matters.

- 20 12. Jason Schoonover, Business Process Manager,
21 UnitedHealthcare
22 c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
23 6385 S. Rainbow Blvd., Suite 400
24 Las Vegas, NV 89118

25 This witness is expected to testify regarding the facts and circumstances surrounding
26 the subject litigation and any related matters.

- 27 13. Jolene Bradley, Associate Director, Network Programs
28 UnitedHealthcare
29 c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
30 6385 S. Rainbow Blvd., Suite 400
31 Las Vegas, NV 89118

32 This witness is expected to testify regarding the facts and circumstances surrounding
33 the subject litigation and any related matters.

- 34 ~~14. Vice President, Network Pricing~~
35 ~~UnitedHealthcare~~
36 ~~c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC~~
37 ~~6385 S. Rainbow Blvd., Suite 400~~
38 ~~Las Vegas, NV 89118~~



~~*This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.*~~

15. Lisa Dealy, Special Investigations Unit, Customer Care and Ledger Billing for
UnitedHealthcare Student Resources
c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
6385 S. Rainbow Blvd., Suite 400
Las Vegas, NV 89118

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

16. Scott Ziemer, Vice President, Customer Solutions
UMR
c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
6385 S. Rainbow Blvd., Suite 400
Las Vegas, NV 89118

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

17. Melissa Dotson, Assistant Vice President, Negotiations
MultiPlan, Inc.
c/o Errol King, Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802-5618

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

18. Sean Crandell, Vice President, Healthcare Economics
MultiPlan, Inc.
c/o Errol King, Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802-5618

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

19. Jacqueline Kienzle, Senior Vice President, Sales & Account Management
MultiPlan, Inc.
c/o Errol King, Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802-5618

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.



- 1 20. Mike Bandomer, Director, Data iSight Operations – OON Solutions
2 MultiPlan, Inc.
3 c/o Errol King, Phelps Dunbar LLP
4 400 Convention Street, Suite 1100
5 Baton Rouge, LA 70802-5618

6 This witness is expected to testify regarding the facts and circumstances surrounding
7 the subject litigation and any related matters.

- 8 21. Bruce Singleton, Senior VP, Network Development Strategy
9 MultiPlan, Inc.
10 c/o Errol King, Phelps Dunbar LLP
11 400 Convention Street, Suite 1100
12 Baton Rouge, LA 70802-5618

13 This witness is expected to testify regarding the facts and circumstances surrounding
14 the subject litigation and any related matters.

- 15 22. ***Leslie Hare***
16 ***UnitedHealthcare***
17 ***c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC***
18 ***6385 S. Rainbow Blvd., Suite 400***
19 ***Las Vegas, NV 89118***

20 ***This witness is expected to testify regarding the facts and circumstances surrounding***
21 ***the subject litigation and any related matters.***

- 22 23. ***Shaun Schoener***
23 ***UnitedHealthcare***
24 ***c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC***
25 ***6385 S. Rainbow Blvd., Suite 400***
26 ***Las Vegas, NV 89118***

27 ***This witness is expected to testify regarding the facts and circumstances surrounding***
28 ***the subject litigation and any related matters.***

- 29 24. ***Vince Zuccarello***
30 ***UnitedHealthcare***
31 ***c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC***
32 ***6385 S. Rainbow Blvd., Suite 400***
33 ***Las Vegas, NV 89118***

34 ***This witness is expected to testify regarding the facts and circumstances surrounding***
35 ***the subject litigation and any related matters.***

- 36 25. ***Joe Carman***
37 ***TeamHealth Holdings, Inc.***
38 ***c/o McDonald Carano LLP***
39 ***2300 W. Sahara Ave., Suite 1200***
40 ***Las Vegas, Nevada 89102***



1 *This witness is expected to testify regarding the facts and circumstances surrounding*
2 *the subject litigation and any related matters.*

3 26. **Jason Heuberger**
4 **TeamHealth Holdings, Inc.**
5 **c/o McDonald Carano LLP**
6 **2300 W. Sahara Ave., Suite 1200**
7 **Las Vegas, Nevada 89102**

8 *This witness is expected to testify regarding the facts and circumstances surrounding*
9 *the subject litigation and any related matters.*

10 27. **Daniel Jones, DO**
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12 **c/o McDonald Carano LLP**
13 **2300 W. Sahara Ave., Suite 1200**
14 **Las Vegas, Nevada 89102**

15 *This witness is expected to testify regarding the facts and circumstances surrounding*
16 *the subject litigation and any related matters.*

17 28. **Miles Snowden, MD**
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22 *This witness is expected to testify regarding the facts and circumstances surrounding*
23 *the subject litigation and any related matters.*

24 29. **Robert Frantz, MD**
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28 **Las Vegas, Nevada 89102**

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the subject litigation and any related matters.

 30. **Jennifer Behm**
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the subject litigation and any related matters.



1 31. **Eddie Ocasio**
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3 **c/o McDonald Carano LLP**
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5 **Las Vegas, Nevada 89102**

6 *This witness is expected to testify regarding the facts and circumstances surrounding*
7 *the subject litigation and any related matters.*

8 32. **Rhone D'Errico, DNP**
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10 **c/o McDonald Carano LLP**
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12 **Las Vegas, Nevada 89102**

13 *This witness is expected to testify regarding the facts and circumstances surrounding*
14 *the subject litigation and any related matters.*

15 33. **Brent Davis**
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17 **c/o McDonald Carano LLP**
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19 **Las Vegas, Nevada 89102**

20 *This witness is expected to testify regarding the facts and circumstances surrounding*
21 *the subject litigation and any related matters.*

22 34. **Dan Collard**
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26 **Las Vegas, Nevada 89102**

27 *This witness is expected to testify regarding the facts and circumstances surrounding*
28 *the subject litigation and any related matters.*

29 35. **Lisa Zima**
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31 **c/o McDonald Carano LLP**
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33 **Las Vegas, Nevada 89102**

34 *This witness is expected to testify regarding the facts and circumstances surrounding*
35 *the subject litigation and any related matters.*

36 36. **Brad Blevins**
37 **TeamHealth Holdings, Inc.**
38 **c/o McDonald Carano LLP**
39 **2300 W. Sahara Ave., Suite 1200**
40 **Las Vegas, Nevada 89102**



1 *This witness is expected to testify regarding the facts and circumstances surrounding*
2 *the subject litigation and any related matters.*

3 37. **Wade Sears, MD**
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5 **c/o McDonald Carano LLP**
6 **2300 W. Sahara Ave., Suite 1200**
7 **Las Vegas, Nevada 89102**

8 *This witness is expected to testify regarding the facts and circumstances surrounding*
9 *the subject litigation and any related matters.*

10 38. **Bruce F. Deal**
11 **Analysis Group**
12 **1010 El Camino Real, Ste. 310**
13 **Menlo Park, California 94025**

14 *Bruce F. Deal is an expert in the field of economics, with extensive knowledge and*
15 *experience in conducting economic analyses within the healthcare industry. Mr. Deal's*
16 *expertise covers a wide range of topics, including disputes involving billing and payment*
17 *issues and extensive work with hospitals, physicians, and healthcare payors. Mr. Deal expects*
18 *to provide expert testimony as a retained expert in relation to his specialty, and expects to offer*
19 *analysis and opinions regarding economic factors influencing the market for healthcare*
20 *services (including emergency department services), benchmark reference points for*
21 *determining the reasonable value of healthcare services, the reasonable value of the*
22 *emergency department services rendered by the TeamHealth Plaintiffs, and the characteristics*
23 *of the healthcare data produced by the parties. Mr. Deal's opinions are based on his training,*
24 *education, experience, and his review of the materials disclosed in this matter.*

25 *Mr. Deal is also expected to testify in rebuttal to the methodology utilized and opinions*
26 *offered by the experts retained by the TeamHealth Plaintiffs, Scott Philips and David*
27 *Leathers. His opinions are set forth more fully in the report included with Defendants' Expert*
28 *Disclosures, his revisions to that initial report based on the new list of disputed claims that*
were disclosed by the TeamHealth Plaintiffs on July 30, 2021, and in the rebuttal report
disclosed on August 31, 2021, and are in no way limited by the above description.





39. **Karen B. King**
6402 River Hills Drive
Greensboro, North Carolina 27410

Karen B. King is an expert in the employee benefits industry, including the process and criteria used by employer groups with self-funded plans to evaluate and select a third-party administrator for their employer-sponsored health plan, and will provide expert testimony in relation to her specialty. Ms. King has knowledge and experience in developing and sourcing value-based healthcare strategies, in national/global employee benefits, including health benefit plans, and human resources issues, in complex compliance issues, and in third-party administrator management. Ms. King expects to provide testimony regarding the evaluation of potential administrators for employee health plans, the importance of reimbursement programs designed to control out-of-network costs, and other areas of testimony within her area of specialized knowledge. Her opinions are based on her training, education, experience, her review of the materials disclosed in this matter, and witness interviews. She may also testify in rebuttal to any expert opinions offered by other parties involved in this matter. Her opinions are set forth more fully in the report included with Defendants' Expert Disclosures, and are in no way limited by the above description.

40. **Alexander Mizenko**
FAIR Health, Inc.
530 Fifth Avenue, 18th Floor
New York, New York 10036

Alexander Mizenko is an expert in the field of healthcare data analytics. Mr. Mizenko's expertise covers a broad range of topics, including the review and implementation of FAIR Health data products, the collection of healthcare data, and the creation of custom data analytics used to research trends in costs, utilization, and/or outcomes in healthcare. Mr. Mizenko will provide testimony as a "specially employed" rebuttal expert within the meaning of NRCP 16.1 in response to Mr. Phillips' description of FAIR Health as an organization, and in response to Mr. Phillips' analysis of the FAIR Health Charge Benchmark data in his July 30 Expert Report. His opinions are set forth more fully in the rebuttal expert report disclosed on August 31, 2021 are in no way limited by the above description.



41. **Mark Edwards**
MultiPlan, Inc.
c/o Errol King, Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802-5618

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

42. **Kevin Ericson**
UnitedHealth Group
c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
6385 S. Rainbow Blvd., Suite 400
Las Vegas, NV 89118

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

43. **Marty Millerliele**
UnitedHealthcare
c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
6385 S. Rainbow Blvd., Suite 400
Las Vegas, NV 89118

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

44. **David Yerich**
UnitedHealthcare
c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
6385 S. Rainbow Blvd., Suite 400
Las Vegas, NV 89118

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

45. **Jean Stenzel**
UMR
c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC
6385 S. Rainbow Blvd., Suite 400
Las Vegas, NV 89118

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

46. **Joseph Esparraguera and/or**
Custodian of Records / Person Most Knowledgeable
CollectRX
By serving its Registered Agent
6720 Rockledge Dr. Ste B

Bethesda, MD 20817

This witness is expected to testify regarding the information provided in response to subpoena duces tecum and will authenticate the documents produced.

Any and all witnesses identified by Plaintiffs or any other party in this matter.

Defendants reserve the right to supplement this witness list as discovery continues, and hereby incorporate the witness list submitted by any other party to this matter solely for the purpose of identifying individuals likely to have discoverable information. The inclusion of a witness herein is not a concession that the witness will be called at trial, or that the witness has relevant information. The witnesses disclosed herein are listed solely for the purpose of identifying individuals which may potentially have discoverable information.

II. LIST OF DOCUMENTS

Bates Start	Bates End	Document Description
DEF000001	DEF000003	Decl of Jane Stalinski in support of motion to dismiss
DEF000004	DEF000006	Decl of Maryann Britto In Support of Motion to Dismiss
DEF000007	DEF000009	Decl of Shawna Reed in support of Motion to Dismiss
DEF000010	DEF000012	Decl of Ellen Sinclair in Support of Motion to Dismiss
DEF000013	DEF000015	Decl of Jane Stalinski in support of Opps to Mtn to Remand
DEF000016	DEF000018	Decl of Maryann Britto in support of Def Opps to Mtn to Remand
DEF000019	DEF000021	Decl Shawn Reed in Support of Def Opps to Mtn to Remand
DEF000022	DEF000024	Decl Ellen Sinclair in support of Def Opps to Mtn to Remand
DEF000025	DEF000069	Sample claims forms for Fremont claims
DEF000070	DEF000108	Sample claims forms for SHO
DEF000109	DEF000113	Article in NV Independent
DEF000114	DEF000114	Fremont ER SHL Amendment
DEF000115	DEF000122	Fremont Medicaid Amendment
DEF000123	DEF000124	Fremont Responses to 07/14/2018 Term
DEF000125	DEF000127	Fremont Responses to 08/30/18 term





Bates Start	Bates End	Document Description
DEF000128	DEF000136	HPN Amendment
DEF000137	DEF000139	HPN response to 08/30 Fremont Term
DEF000140	DEF000141	January 2018 Term HPN Response
DEF000142	DEF000144	July 14/2018 Term
DEF000145	DEF000153	Sierra Response to Fremont Term
DEF000154	DEF000156	SHO Amendment
DEF000157	DEF000418	2019 UHC Care Provider Admin Guide
DEF000419	DEF000687	2020 UHC Care Provider Admin Guide
DEF000688	DEF000688	Policy for Out of Network Providers
DEF000689	DEF000700	Emergency Health Care Services
DEF000701	DEF000711	Emergency and Urgently needed health Care Services
DEF000712	DEF000714	Hospital Notifications
DEF000715	DEF000721	Information on payment of out of network benefits
DEF000722	DEF000787	Network Access Agreement
DEF000788	DEF000821	Amendment to Network Access Agreement
DEF000822	DEF000836	Amendment to Network Access Agreement
DEF000837	DEF000854	Amendment to Network Access Agreement
DEF000855	DEF001379	Out of Network information
DEF001380	DEF001387	Data iSight Client Preferences
DEF001388	DEF001421	Amendment to Network Access Agreement - unredacted ¹
DEF001422	DEF001436	Amendment to Network Access Agreement - unredacted
DEF001437	DEF001502	Network Access Agreement - unredacted
DEF001503	DEF001520	Amendment to Network Access Agreement - unredacted
DEF001521	DEF001535	Amendment to Network Access Agreement
DEF001536	DEF003358	Administrative records for at-issue claims*

*NOTE: These documents are provided via separate email / Sharefile. Certain of the documents produced have been designated "CONFIDENTIAL - PROTECTED HEALTH INFORMATION" in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the relevant regulations promulgated thereunder at 45 C.F.R. parts 160 and 164. See 45 C.F.R. § 160.103 (defining "individually identifiable health information" and "protected health information").



Bates Start	Bates End	Document Description
DEF003359	DEF010454	Administrative records for at issue claims*
DEF010455	DEF010554	Documents regarding Defendants' out of network and in-network reimbursement rates and implementation, Documents regarding Defendants' relationship with third-party vendors*
DEF010555	DEF010555	Closure Reports*
DEF010556	DEF010557	Non Disclosure Agreement (previously provided to counsel via email 10/26/2020)
DEF010558	DEF010558	Aggregated market data*
DEF010559	DEF011089	Negotiation Correspondence
DEF011090	DEF011139	UHC-First Health Agreement
DEF011140	DEF011210	UMR-First Health Agreement and Amendments
DEF011211	DEF011211	Data iSight Dispute Report / Performance Report
DEF011212	DEF011237	OON Program PowerPoint
DEF011238	DEF011273	OON Program PowerPoint
DEF011274	DEF011274	Sierra Aggregated Market Data Report
DEF011275	DEF011275	UNET Aggregated Market Data Report
DEF011276	DEF011277	Fremont-TeamHealth Analysis - REDACTED
DEF011278	DEF011279	Fremont-TeamHealth Analysis - REDACTED
DEF011280	DEF011293	MGM NV-Fremont Agreement
DEF011294	DEF011294	MGM NV-Fremont Termination Extension
DEF011295	DEF011321	Fremont-Sierra SHO Agreement
DEF011322	DEF011323	Fremont-Sierra Amendment
DEF011324	DEF011338	Fremont-Sierra Agreement
DEF011339	DEF011356	Fremont-Sierra Medicaid Agreement
DEF011357	DEF011376	Fremont-Sierra SHL Agreement
DEF011377	DEF011379	Fremont-Sierra HPN Amendment
DEF011380	DEF011382	Fremont-Sierra SHO Amendment
DEF011383	DEF011384	Fremont-Sierra Termination Correspondence
DEF011385	DEF011393	Fremont-Sierra Termination Correspondence
DEF011394	DEF011396	Fremont-Sierra SHL Amendment
DEF011397	DEF011399	Fremont-Sierra Termination Correspondence
DEF011400	DEF011401	Fremont-Sierra Termination Correspondence



Bates Start	Bates End	Document Description
DEF011402	DEF011410	Fremont-Sierra Termination Correspondence
DEF011411	DEF011436	Fremont-UHC Agreement
DEF011437	DEF011446	Fremont-UHC Amendment
DEF011447	DEF011456	Email Message "Re: release Fremont ER claims!"
DEF011457	DEF011471	Email Message "Fremont Emergency Contract"
DEF011472	DEF011476	Email Message "RE EXTERNAL RE RE Contract"
DEF011477	DEF011479	Email Message "RE LVSC Freemont ER"
DEF011480	DEF011480	Claims Matching Detail ²
DEF011481	DEF028026	Administrative records for at issue claims*
DEF028027	DEF030189	Benefit Plan Templates for Fully-Insured Clients Submitted to Nevada Division of Insurance for Approval
DEF030190	DEF030211	Health Plan of Nevada, Inc. Consulting Provider Agreement
DEF030212	DEF030230	Sierra Health & Life Insurance Company, Inc. Amendment to Individual / Group Provider Agreement
DEF030231	DEF030249	Sierra Health & Life Options, Inc. Amendment to Individual / Group Provider Agreement
DEF030250	DEF030252	Email Message and Attachments re: "Fremont Emergency Services"
DEF030253	DEF030262	Southern Nevada: Sierra Healthcare Options: Fremont Emergency Services
DEF030263	DEF030293	Customer Services Agreement Between Private Healthcare systems, Inc. and Fiserv Health Plan Administrators
DEF030294	DEF030299	First Amendment to the Customer Services Agreement between Fiserv Health Plan Administrators and Private Healthcare Systems, Inc.
DEF030300	DEF030300	Amendment between Fiserv Health Plan Administrators and Private Healthcare Systems, Inc.
DEF030301	DEF030406	Provider Appeals
DEF030407	DEF030431	Data iSight Appeals / Performance Reports

² Although Defendants' efforts to perform a claims matching analysis are continuing, Defendants provide this Claim Matching Detail in a good faith effort to assist Plaintiffs in considering their claims matching counter-proposal.



Bates Start	Bates End	Document Description
DEF030432	DEF045750	Administrative records for at issue claims*
DEF045751	DEF045751	Excel version of DEF010558*
DEF045752	DEF045752	Excel version of DEF011274*
DEF045753	DEF045753	Excel version of DEF011275*
DEF045754	DEF045754	Claim-by-claim data underlying DEF011274 in Excel format*
DEF045755	DEF045755	Claim-by-claim data underlying DEF010558 and DEF011275 in Excel format*
DEF045756	DEF045763	Aggregated market data reports*
DEF045764	DEF045766	Claim-by-claim market data for UMR, Student Resources, OXFORD and CIRRUS platforms*
DEF045767	DEF075425	Administrative records for at issue claims*
DEF075426	DEF075428	Analyses for Nevada Emergency Groups*
DEF075429	DEF079845	Administrative records for at issue claims*
DEF079846	DEF079846	First Updated Claims Matching Detail*
DEF079847	DEF079910	Data iSight State Reports, Appeals Reports, and Specialty Reports; Correspondence between United and MultiPlan, Inc. regarding same*
DEF079911	DEF080136	Correspondence between United and MultiPlan, Inc.*
DEF080137	DEF080137	Reimbursement schedule related to Universal Health Networks agreement*
DEF080138	DEF090984	Administrative records for at issue claims*
DEF011477R	DEF011479R	Confidential, redacted version of Email Message "RE LVSC Freemont ER"
DEF090985	DEF091131	Data iSight State Reports, Appeals Reports, and Specialty Reports; Correspondence between United and MultiPlan, Inc. regarding same*
DEF091132	DEF091579	Correspondence between United and MultiPlan, Inc.*
DEF079847R	DEF079848R	Confidential version of correspondence previously produced between United and MultiPlan, Inc.*
DEF079854R	DEF079854R	Confidential version of correspondence previously produced between United and MultiPlan, Inc.*
DEF079860R	DEF079860R	Confidential version of correspondence previously produced between United and MultiPlan, Inc.*
DEF079866R	DEF079866R	Confidential version of correspondence previously produced between United and MultiPlan, Inc.*
DEF079872R	DEF079872R	Confidential version of correspondence previously



Bates Start	Bates End	Document Description
		produced between United and MultiPlan, Inc.*
DEF079893R	DEF079893R	Confidential version of correspondence previously produced between United and MultiPlan, Inc.*
DEF079899R	DEF079899R	Confidential version of correspondence previously produced between United and MultiPlan, Inc.*
DEF079905R	DEF079905R	Confidential version of correspondence previously produced between United and MultiPlan, Inc.*
DEF091580	DEF091599	Consulting Provider Agreement between Health Plan of Nevada, Inc. and Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC
DEF091600	DEF091619	Consulting Provider Agreement between Health Plan of Nevada, Inc. and Sound Physicians Emergency Medicine of Nevada
DEF091620	DEF091640	Individual/Group Provider Service Agreement between Sierra Health and Life Insurance Company, Inc., Sierra Healthcare Options, Inc., and Sound Physicians Emergency Medicine of Nevada
DEF091641	DEF097741	Administrative records for at issue claims*
DEF097742	DEF097859	Data iSight State Reports, Appeals Reports, and Specialty Reports; Correspondence between United and MultiPlan, Inc. regarding same*
DEF097860	DEF097860	Sound Physicians Claims Data (Student Resources)*
DEF097861	DEF097861	Sound Physicians Claims Data (UHC)*
DEF097862	DEF097896	Value-based Care Reports*
DEF097897	DEF097897	Sound Physicians Claims Data (Sierra Commercial)*
DEF097898	DEF097898	Sound Physicians Claims Data (Sierra Government)*
DEF097899	DEF097899	Sound Physicians Claims Data (Student Resources supplement)*
DEF097900	DEF097900	Sound Physicians Claims Data (UHC supplement)*
DEF097901	DEF097901	Sound Physicians Claims Data (UMR)*
DEF097902	DEF100331	Custodial emails and documents*
DEF100332	DEF108805	Custodial emails and documents*
DEF108806	DEF108984	OCR overlay of DEF101810 0–DEF101814, DEF101815–101820, and DEF103537; Custodial emails and documents*
DEF108985	DEF109388	Custodial emails and documents*
DEF109389	DEF109389	Aggregated market data report for COSMOS claims



Bates Start	Bates End	Document Description
		platform*
DEF109390	DEF109390	Claim-by-claim market data for COSMOS claims platform*
DEF109391	DEF109391	Aggregated market data report for NICE claims platform (commercial claims only)*
DEF109392	DEF109392	Claim-by-claim market data for NICE claims platform*
DEF109393	DEF109393	Aggregated market data report for OXFORD and CIRRUS claims platforms*
DEF109394	DEF109394	Claim-by-claim market data for OXFORD and CIRRUS claims platforms*
DEF109395	DEF109395	Aggregated market data report for Sierra claims platform (commercial claims only)*
DEF109396	DEF109396	Claim-by-claim market data for Sierra claims platform*
DEF109397	DEF109397	Aggregated market data report for UMR claims platform*
DEF109398	DEF109398	Claim-by-claim market data for UMR claims platform*
DEF109399	DEF245018	Administrative records for at issue claims*
DEF245019	DEF528969	Custodial emails and documents, Data iSight Reports, and United Shared Drive documents*
UNITED-DEF-0000001	UNITED-DEF-0000326	Provider agreements*
UNITED-DEF-0001069	UNITED-DEF-0001258	Provider agreements*
UNITED-DEF-0001261	UNITED-DEF-0001301	Provider agreements*
UNITED-DEF-0001259	UNITED-DEF-0001260	Analyses for Nevada Emergency Groups*
UNITED-DEF-0004003	UNITED-DEF-0004003	Updated claims matching detail*
UNITED-DEF-0003558	UNITED-DEF-0003566	United claims data for Plaintiff TINs*
UNITED-DEF-0000327	UNITED-DEF-0000906	Administrative services agreements*
UNITED-DEF-0001302	UNITED-DEF-0003557	Administrative services agreements*
UNITED-DEF-0003567	UNITED-DEF-0003862	Administrative services agreements*
UNITED-DEF-0004004	UNITED-DEF-0004041	Administrative services agreements*

Bates Start	Bates End	Document Description
UNITED-DEF-0004042	UNITED-DEF-0004749	Closure reports*
COLLECT RX 000001	COLLECT RX 000221	Documents produced by Collect RX in response to subpoena duces tecum*
DEF528970	DEF528971	Updated claims data for UMR and UNET

Any and all documents identified by Plaintiffs or any other party in this matter.

Defendants reserve the right to supplement this list of documents as discovery continues, and hereby incorporate the documents identified by any other party to this matter solely for the purpose of identifying documents potentially relevant to this action. The inclusion of a document herein is not a concession that the document is admissible, relevant, or authentic. Specifically, the inclusion of any reports in accordance with NRCP 16.1(a)(1)(A)(ii) is not the equivalent of a representation that such reports are relevant, admissible, or to be used in support of Defendants' claims or defenses. The documents disclosed herein are listed solely for the purpose of identifying documents potentially relevant to this action.

III. COMPUTATION OF DAMAGES

Not Applicable.

IV. INSURANCE AGREEMENTS

Defendants are self-insured for purposes of this action.

DATED this 8th day of September, 2021.

/s/ Marjan Hajimirzaee

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CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of September, 2021, a true and correct copy of the foregoing **DEFENDANTS' THIRTY-SIXTH SUPPLEMENT TO INITIAL DISCLOSURE OF WITNESSES AND DOCUMENTS** was electronically served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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16 /s/ Cynthia S. Bowman

17 An employee of WEINBERG, WHEELER, HUDGINS
18 GUNN & DIAL, LLC

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EXHIBIT 4

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD., a Nevada professional
corporation; TEAM PHYSICIANS OF
NEVADA-MANDAVIA, P.C., a Nevada
professional corporation; CRUM, STEFANKO
AND JONES, LTD. dba RUBY CREST
EMERGENCY MEDICINE, a Nevada
professional corporation,

Plaintiffs,

vs.

Case No.: A-19-792978-B
Dept. No.: 27

**DEFENDANTS' THIRTY-SEVENTH
SUPPLEMENT TO INITIAL
DISCLOSURE OF WITNESSES AND
DOCUMENTS**

EXHIBIT

4

1 UNITEDHEALTH GROUP, INC., a Delaware
 2 corporation; UNITED HEALTHCARE
 3 INSURANCE COMPANY, a Connecticut
 4 corporation; UNITED HEALTH CARE
 5 SERVICES INC., dba UNITEDHEALTHCARE,
 6 a Minnesota corporation; UMR, INC., dba
 7 UNITED MEDICAL RESOURCES, a Delaware
 8 corporation; OXFORD HEALTH PLANS, INC., a
 9 Delaware corporation; SIERRA HEALTH AND
 10 LIFE INSURANCE COMPANY, INC., a Nevada
 11 corporation; SIERRA HEALTH-CARE
 12 OPTIONS, INC., a Nevada corporation; HEALTH
 13 PLAN OF NEVADA, INC., a Nevada
 14 corporation; DOES 1-10; ROE ENTITIES 11-20,

15 Defendants.

16 Defendants UnitedHealth Group, Inc., UnitedHealthcare Insurance Company (“UHIC”),
 17 United HealthCare Services, Inc., UMR, Inc., Oxford Health Plans LLC, (incorrectly named as
 18 Oxford Health Plans, Inc.), Sierra Health and Life Insurance Co., Inc., Sierra Health-Care
 19 Options, Inc., and Health Plan of Nevada, Inc. (collectively, “Defendants”) hereby submit the
 20 following Supplemental Disclosures with regard to the above captioned matter (supplemental
 21 information in **bold**).

22 I. LIST OF WITNESSES

- 23 1. Kent Bristow, Senior Vice President
 24 TeamHealth Holdings, Inc.
 25 c/o McDonald Carano LLP
 26 2300 W. Sahara Ave., Suite 1200
 27 Las Vegas, Nevada 89102

28 This witness is expected to testify regarding the facts and circumstances surrounding
 the subject litigation and any related matters.

- 29 2. Jennifer Shrader, Vice President of Managed Care Contracting
 30 TeamHealth Holdings, Inc.
 31 c/o McDonald Carano LLP
 32 2300 W. Sahara Ave., Suite 1200
 33 Las Vegas, Nevada 89102

34 This witness is expected to testify regarding the facts and circumstances surrounding
 the subject litigation and any related matters.

- 35 3. Rena Harris, Senior Contracts Manager
 36 TeamHealth Holdings, Inc.



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This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

4. Mark Kline, former employee / Vice President of Managed Care
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This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

5. ***Angie Nierman, Former National Vice President of Contracting and Strategy
Former Employee
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Winterhaven FL 33884***

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6. ***Rebecca Paradise, Vice President, Out-Of-Network Payment Strategy
UnitedHealthcare
9700 Heath Care Lane, MN 017-W700
Minnetonka, MN 55343***

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

7. Paul Bevilacqua, Vice President Managed Care,
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8. ***Jacy Jefferson, Director, Network Contracting
Health Plan of Nevada
2720 N. Tenaya Way
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Las Vegas, NV 89128***

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.



1 ///

- 2 9. Paula Dearolf, Executive Vice President, Revenue Cycle Operations
 3 TeamHealth Holdings, Inc.
 4 c/o McDonald Carano LLP
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5 This witness is expected to testify regarding the facts and circumstances surrounding
 6 the subject litigation and any related matters.

- 7 **10. John Haben, Former Vice President, Network Contracting**
 8 **Former Employee**
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 Edina, MN 55436

9 This witness is expected to testify regarding the facts and circumstances surrounding
 10 the subject litigation and any related matters.

- 11 11. Charles Sims, Network Contracting,
 12 Former employee of UnitedHealthcare
 13 Unknown

14 This witness is expected to testify regarding the facts and circumstances surrounding
 15 the subject litigation and any related matters.

- 16 **12. Jason Schoonover, Former Business Process Manager**
 17 **Former Employee**
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 Erie, PA

18 This witness is expected to testify regarding the facts and circumstances surrounding
 19 the subject litigation and any related matters.

- 20 **13. Jolene Bradley, Associate Director, Network Programs**
 21 **UnitedHealthcare Network Management**
 22 **PO Box 9472**
 23 **WI930-1000**
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24 This witness is expected to testify regarding the facts and circumstances surrounding
 25 the subject litigation and any related matters.

- 26 ~~14. Vice President, Network Pricing~~
 27 ~~UnitedHealthcare~~
 28 ~~c/o WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC~~
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 Las Vegas, NV 89118



1 ~~This witness is expected to testify regarding the facts and circumstances surrounding~~
 2 ~~the subject litigation and any related matters.~~

3 **15. Lisa Dealy, Special Investigations Unit, Customer Care and Ledger Billing for**
 4 **UnitedHealthcare Student Resources**
 5 **1311 W. Pres George Bush Hwy.**
 TX023-1000
 Richardson, TX 75080

6 This witness is expected to testify regarding the facts and circumstances surrounding
 7 the subject litigation and any related matters.

8 **16. Scott Ziemer, Vice President, Customer Solutions**
 9 **UMR, Inc.**
 10 **115 W. Wausau Ave.**
 WI012-3001
 Wausau, WI 54401

11 This witness is expected to testify regarding the facts and circumstances surrounding
 12 the subject litigation and any related matters.

13 **17. Melissa Dotson, Assistant Vice President, Negotiations**
 14 **MultiPlan, Inc.**
 15 **c/o Errol King, Phelps Dunbar LLP**
 16 **400 Convention Street, Suite 1100**
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17 This witness is expected to testify regarding the facts and circumstances surrounding
 18 the subject litigation and any related matters.

19 **18. Sean Crandell, Vice President, Healthcare Economics**
 20 **MultiPlan, Inc.**
 21 **c/o Errol King, Phelps Dunbar LLP**
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22 This witness is expected to testify regarding the facts and circumstances surrounding
 23 the subject litigation and any related matters.

24 **19. Jacqueline Kienzle, Senior Vice President, Sales & Account Management**
 25 **MultiPlan, Inc.**
 26 **c/o Errol King, Phelps Dunbar LLP**
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27 This witness is expected to testify regarding the facts and circumstances surrounding
 28 the subject litigation and any related matters.



1 20. Mike Bandomer, Director, Data iSight Operations – OON Solutions
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3 c/o Errol King, Phelps Dunbar LLP
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5 Baton Rouge, LA 70802-5618

6 This witness is expected to testify regarding the facts and circumstances surrounding
7 the subject litigation and any related matters.

8 21. Bruce Singleton, Senior VP, Network Development Strategy
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11 400 Convention Street, Suite 1100
12 Baton Rouge, LA 70802-5618

13 This witness is expected to testify regarding the facts and circumstances surrounding
14 the subject litigation and any related matters.

15 22. ***Leslie Hare***
16 ***Health Plan of Nevada***
17 ***2720 N. Tenaya Way***
18 ***NV018-N300***
19 ***Las Vegas, NV 89128***

20 This witness is expected to testify regarding the facts and circumstances surrounding
21 the subject litigation and any related matters.

22 23. ***Shaun Schoener***
23 ***Health Plan of Nevada***
24 ***2720 N. Tenaya Way***
25 ***NV018-N300***
26 ***Las Vegas, NV 89128***

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28 the subject litigation and any related matters.

29 24. ***Vince Zuccarello***
30 ***UnitedHealthcare***
31 ***4 Research Drive***
32 ***CT006-1000***
33 ***Shelton, CT 06484***

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35 the subject litigation and any related matters.

36 25. Joe Carman
37 TeamHealth Holdings, Inc.
38 c/o McDonald Carano LLP
39 2300 W. Sahara Ave., Suite 1200
40 Las Vegas, Nevada 89102



1 This witness is expected to testify regarding the facts and circumstances surrounding
2 the subject litigation and any related matters.

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4 TeamHealth Holdings, Inc.
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6 This witness is expected to testify regarding the facts and circumstances surrounding
7 the subject litigation and any related matters.

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9 TeamHealth Holdings, Inc.
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11 This witness is expected to testify regarding the facts and circumstances surrounding
12 the subject litigation and any related matters.

13 28. Miles Snowden, MD
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15 c/o McDonald Carano LLP
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16 This witness is expected to testify regarding the facts and circumstances surrounding
17 the subject litigation and any related matters.

18 29. Robert Frantz, MD
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20 c/o McDonald Carano LLP
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21 This witness is expected to testify regarding the facts and circumstances surrounding
22 the subject litigation and any related matters.

23 30. Jennifer Behm
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27 the subject litigation and any related matters.
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31. Eddie Ocasio
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c/o McDonald Carano LLP
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Las Vegas, Nevada 89102

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

34. Dan Collard
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

35. Lisa Zima
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

This witness is expected to testify regarding the facts and circumstances surrounding the subject litigation and any related matters.

36. Brad Blevins
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102



1 This witness is expected to testify regarding the facts and circumstances surrounding
2 the subject litigation and any related matters.

3
4 37. Wade Sears, MD
5 TeamHealth Holdings, Inc.
6 c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

7 This witness is expected to testify regarding the facts and circumstances surrounding
8 the subject litigation and any related matters.

9 38. Bruce F. Deal
10 Analysis Group
1010 El Camino Real, Ste. 310
11 Menlo Park, California 94025

12 Bruce F. Deal is an expert in the field of economics, with extensive knowledge and
13 experience in conducting economic analyses within the healthcare industry. Mr. Deal's expertise
14 covers a wide range of topics, including disputes involving billing and payment issues and
15 extensive work with hospitals, physicians, and healthcare payors. Mr. Deal expects to provide
16 expert testimony as a retained expert in relation to his specialty, and expects to offer analysis and
17 opinions regarding economic factors influencing the market for healthcare services (including
18 emergency department services), benchmark reference points for determining the reasonable
19 value of healthcare services, the reasonable value of the emergency department services rendered
20 by the TeamHealth Plaintiffs, and the characteristics of the healthcare data produced by the
21 parties. Mr. Deal's opinions are based on his training, education, experience, and his review of
22 the materials disclosed in this matter.

23 Mr. Deal is also expected to testify in rebuttal to the methodology utilized and opinions
24 offered by the experts retained by the TeamHealth Plaintiffs, Scott Philips and David Leathers.
25 His opinions are set forth more fully in the report included with Defendants' Expert Disclosures,
26 his revisions to that initial report based on the new list of disputed claims that were disclosed by
27 the TeamHealth Plaintiffs on July 30, 2021, in the rebuttal report disclosed on August 31, 2021,
28 *and in the rebuttal report disclosed on September 17, 2021*, and are in no way limited by the



1 above description.

2
3
4 39. Karen B. King
6402 River Hills Drive
Greensboro, North Carolina 27410

5 Karen B. King is an expert in the employee benefits industry, including the process and
6 criteria used by employer groups with self-funded plans to evaluate and select a third-party
7 administrator for their employer-sponsored health plan, and will provide expert testimony in
8 relation to her specialty. Ms. King has knowledge and experience in developing and sourcing
9 value-based healthcare strategies, in national/global employee benefits, including health benefit
10 plans, and human resources issues, in complex compliance issues, and in third-party
11 administrator management. Ms. King expects to provide testimony regarding the evaluation of
12 potential administrators for employee health plans, the importance of reimbursement programs
13 designed to control out-of-network costs, and other areas of testimony within her area of
14 specialized knowledge. Her opinions are based on her training, education, experience, her review
15 of the materials disclosed in this matter, and witness interviews. She may also testify in rebuttal
16 to any expert opinions offered by other parties involved in this matter. Her opinions are set forth
17 more fully in the report included with Defendants' Expert Disclosures, and are in no way limited
18 by the above description.

19
20 40. Alexander Mizenko
FAIR Health, Inc.
21 530 Fifth Avenue, 18th Floor
New York, New York 10036

22 Alexander Mizenko is an expert in the field of healthcare data analytics. Mr. Mizenko's
23 expertise covers a broad range of topics, including the review and implementation of FAIR
24 Health data products, the collection of healthcare data, and the creation of custom data analytics
25 used to research trends in costs, utilization, and/or outcomes in healthcare. Mr. Mizenko will
26 provide testimony as a "specially employed" rebuttal expert within the meaning of NRCP 16.1 in
27 response to Mr. Phillips' description of FAIR Health as an organization, and in response to Mr.
28



1 Phillips' analysis of the FAIR Heath Charge Benchmark data in his July 30 Expert Report. His
2 opinions are set forth more fully in the rebuttal expert report disclosed on August 31, 2021 are in
3 no way limited by the above description.

4 41. Mark Edwards
5 MultiPlan, Inc.
6 c/o Errol King, Phelps Dunbar LLP
7 400 Convention Street, Suite 1100
8 Baton Rouge, LA 70802-5618

9 This witness is expected to testify regarding the facts and circumstances surrounding
10 the subject litigation and any related matters.

11 42. **Kevin Ericson**
12 **UnitedHealthcare**
13 **185 Asylum Street City Place I**
14 **CT039-004C**
15 **Hartford, CT 06103**

16 This witness is expected to testify regarding the facts and circumstances surrounding
17 the subject litigation and any related matters.

18 43. **Marty Millerliele**
19 **Former Employee**
20 **4142 Troy Street**
21 **Wausau, WI 54403**

22 This witness is expected to testify regarding the facts and circumstances surrounding
23 the subject litigation and any related matters.

24 44. **David Yerich**
25 **UnitedHealthcare**
26 **9900 Bren Rd East**
27 **MN008-T502**
28 **Minnetonka MN 55343**

This witness is expected to testify regarding the facts and circumstances surrounding
the subject litigation and any related matters.

45. **Jean Stenzel**
UMR, Inc.
115 W. Wausau Ave.
WI012-2002
Wausau, WI 54401

This witness is expected to testify regarding the facts and circumstances surrounding
the subject litigation and any related matters.



46. Joseph Esparraguera and/or
Custodian of Records / Person Most Knowledgeable
CollectRX
By serving its Registered Agent
6720 Rockledge Dr. Ste B
Bethesda, MD 20817

This witness is expected to testify regarding the information provided in response to subpoena duces tecum and will authenticate the documents produced.

Any and all witnesses identified by Plaintiffs or any other party in this matter.

Defendants reserve the right to supplement this witness list as discovery continues, and hereby incorporate the witness list submitted by any other party to this matter solely for the purpose of identifying individuals likely to have discoverable information. The inclusion of a witness herein is not a concession that the witness will be called at trial, or that the witness has relevant information. The witnesses disclosed herein are listed solely for the purpose of identifying individuals which may potentially have discoverable information.

II. LIST OF DOCUMENTS

Bates Start	Bates End	Document Description
DEF000001	DEF000003	Decl of Jane Stalinski in support of motion to dismiss
DEF000004	DEF000006	Decl of Maryann Britto In Support of Motion to Dismiss
DEF000007	DEF000009	Decl of Shawna Reed in support of Motion to Dismiss
DEF000010	DEF000012	Decl of Ellen Sinclair in Support of Motion to Dismiss
DEF000013	DEF000015	Decl of Jane Stalinski in support of Opps to Mtn to Remand
DEF000016	DEF000018	Decl of Maryann Britto in support of Def Opps to Mtn to Remand
DEF000019	DEF000021	Decl Shawn Reed in Support of Def Opps to Mtn to Remand
DEF000022	DEF000024	Decl Ellen Sinclair in support of Def Opps to Mtn to Remand
DEF000025	DEF000069	Sample claims forms for Fremont claims
DEF000070	DEF000108	Sample claims forms for SHO
DEF000109	DEF000113	Article in NV Independent
DEF000114	DEF000114	Fremont ER SHL Amendment





Bates Start	Bates End	Document Description
DEF000115	DEF000122	Fremont Medicaid Amendment
DEF000123	DEF000124	Fremont Responses to 07/14/2018 Term
DEF000125	DEF000127	Fremont Responses to 08/30/18 term
DEF000128	DEF000136	HPN Amendment
DEF000137	DEF000139	HPN response to 08/30 Fremont Term
DEF000140	DEF000141	January 2018 Term HPN Response
DEF000142	DEF000144	July 14/2018 Term
DEF000145	DEF000153	Sierra Response to Fremont Term
DEF000154	DEF000156	SHO Amendment
DEF000157	DEF000418	2019 UHC Care Provider Admin Guide
DEF000419	DEF000687	2020 UHC Care Provider Admin Guide
DEF000688	DEF000688	Policy for Out of Network Providers
DEF000689	DEF000700	Emergency Health Care Services
DEF000701	DEF000711	Emergency and Urgently needed health Care Services
DEF000712	DEF000714	Hospital Notifications
DEF000715	DEF000721	Information on payment of out of network benefits
DEF000722	DEF000787	Network Access Agreement
DEF000788	DEF000821	Amendment to Network Access Agreement
DEF000822	DEF000836	Amendment to Network Access Agreement
DEF000837	DEF000854	Amendment to Network Access Agreement
DEF000855	DEF001379	Out of Network information
DEF001380	DEF001387	Data iSight Client Preferences
DEF001388	DEF001421	Amendment to Network Access Agreement - unredacted ¹
DEF001422	DEF001436	Amendment to Network Access Agreement - unredacted
DEF001437	DEF001502	Network Access Agreement - unredacted
DEF001503	DEF001520	Amendment to Network Access Agreement -

*NOTE: These documents are provided via separate email / Sharefile. Certain of the documents produced have been designated "CONFIDENTIAL - PROTECTED HEALTH INFORMATION" in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the relevant regulations promulgated thereunder at 45 C.F.R. parts 160 and 164. See 45 C.F.R. § 160.103 (defining "individually identifiable health information" and "protected health information").



Bates Start	Bates End	Document Description
		unredacted
DEF001521	DEF001535	Amendment to Network Access Agreement
DEF001536	DEF003358	Administrative records for at-issue claims*
DEF003359	DEF010454	Administrative records for at issue claims*
DEF010455	DEF010554	Documents regarding Defendants' out of network and in-network reimbursement rates and implementation, Documents regarding Defendants' relationship with third-party vendors*
DEF010555	DEF010555	Closure Reports*
DEF010556	DEF010557	Non Disclosure Agreement (previously provided to counsel via email 10/26/2020)
DEF010558	DEF010558	Aggregated market data*
DEF010559	DEF011089	Negotiation Correspondence
DEF011090	DEF011139	UHC-First Health Agreement
DEF011140	DEF011210	UMR-First Health Agreement and Amendments
DEF011211	DEF011211	Data iSight Dispute Report / Performance Report
DEF011212	DEF011237	OON Program PowerPoint
DEF011238	DEF011273	OON Program PowerPoint
DEF011274	DEF011274	Sierra Aggregated Market Data Report
DEF011275	DEF011275	UNET Aggregated Market Data Report
DEF011276	DEF011277	Fremont-TeamHealth Analysis - REDACTED
DEF011278	DEF011279	Fremont-TeamHealth Analysis - REDACTED
DEF011280	DEF011293	MGM NV-Fremont Agreement
DEF011294	DEF011294	MGM NV-Fremont Termination Extension
DEF011295	DEF011321	Fremont-Sierra SHO Agreement
DEF011322	DEF011323	Fremont-Sierra Amendment
DEF011324	DEF011338	Fremont-Sierra Agreement
DEF011339	DEF011356	Fremont-Sierra Medicaid Agreement
DEF011357	DEF011376	Fremont-Sierra SHL Agreement
DEF011377	DEF011379	Fremont-Sierra HPN Amendment
DEF011380	DEF011382	Fremont-Sierra SHO Amendment
DEF011383	DEF011384	Fremont-Sierra Termination Correspondence
DEF011385	DEF011393	Fremont-Sierra Termination Correspondence



Bates Start	Bates End	Document Description
DEF011394	DEF011396	Fremont-Sierra SHL Amendment
DEF011397	DEF011399	Fremont-Sierra Termination Correspondence
DEF011400	DEF011401	Fremont-Sierra Termination Correspondence
DEF011402	DEF011410	Fremont-Sierra Termination Correspondence
DEF011411	DEF011436	Fremont-UHC Agreement
DEF011437	DEF011446	Fremont-UHC Amendment
DEF011447	DEF011456	Email Message "Re: release Fremont ER claims!"
DEF011457	DEF011471	Email Message "Fremont Emergency Contract"
DEF011472	DEF011476	Email Message "RE EXTERNAL RE RE Contract"
DEF011477	DEF011479	Email Message "RE LVSC Freemont ER"
DEF011480	DEF011480	Claims Matching Detail ²
DEF011481	DEF028026	Administrative records for at issue claims*
DEF028027	DEF030189	Benefit Plan Templates for Fully-Insured Clients Submitted to Nevada Division of Insurance for Approval
DEF030190	DEF030211	Health Plan of Nevada, Inc. Consulting Provider Agreement
DEF030212	DEF030230	Sierra Health & Life Insurance Company, Inc. Amendment to Individual / Group Provider Agreement
DEF030231	DEF030249	Sierra Health & Life Options, Inc. Amendment to Individual / Group Provider Agreement
DEF030250	DEF030252	Email Message and Attachments re: "Fremont Emergency Services"
DEF030253	DEF030262	Southern Nevada: Sierra Healthcare Options: Fremont Emergency Services
DEF030263	DEF030293	Customer Services Agreement Between Private Healthcare systems, Inc. and Fiserv Health Plan Administrators
DEF030294	DEF030299	First Amendment to the Customer Services Agreement between Fiserv Health Plan Administrators and Private Healthcare Systems, Inc.
DEF030300	DEF030300	Amendment between Fiserv Health Plan Administrators

² Although Defendants' efforts to perform a claims matching analysis are continuing, Defendants provide this Claim Matching Detail in a good faith effort to assist Plaintiffs in considering their claims matching counter-proposal.



Bates Start	Bates End	Document Description
		and Private Healthcare Systems, Inc.
DEF030301	DEF030406	Provider Appeals
DEF030407	DEF030431	Data iSight Appeals / Performance Reports
DEF030432	DEF045750	Administrative records for at issue claims*
DEF045751	DEF045751	Excel version of DEF010558*
DEF045752	DEF045752	Excel version of DEF011274*
DEF045753	DEF045753	Excel version of DEF011275*
DEF045754	DEF045754	Claim-by-claim data underlying DEF011274 in Excel format*
DEF045755	DEF045755	Claim-by-claim data underlying DEF010558 and DEF011275 in Excel format*
DEF045756	DEF045763	Aggregated market data reports*
DEF045764	DEF045766	Claim-by-claim market data for UMR, Student Resources, OXFORD and CIRRUS platforms*
DEF045767	DEF075425	Administrative records for at issue claims*
DEF075426	DEF075428	Analyses for Nevada Emergency Groups*
DEF075429	DEF079845	Administrative records for at issue claims*
DEF079846	DEF079846	First Updated Claims Matching Detail*
DEF079847	DEF079910	Data iSight State Reports, Appeals Reports, and Specialty Reports; Correspondence between United and MultiPlan, Inc. regarding same*
DEF079911	DEF080136	Correspondence between United and MultiPlan, Inc.*
DEF080137	DEF080137	Reimbursement schedule related to Universal Health Networks agreement*
DEF080138	DEF090984	Administrative records for at issue claims*
DEF011477R	DEF011479R	Confidential, redacted version of Email Message "RE LVSC Freemont ER"
DEF090985	DEF091131	Data iSight State Reports, Appeals Reports, and Specialty Reports; Correspondence between United and MultiPlan, Inc. regarding same*
DEF091132	DEF091579	Correspondence between United and MultiPlan, Inc.*
DEF079847R	DEF079848R	Confidential version of correspondence previously produced between United and MultiPlan, Inc.*
DEF079854R	DEF079854R	Confidential version of correspondence previously produced between United and MultiPlan, Inc.*
DEF079860R	DEF079860R	Confidential version of correspondence previously



Bates Start	Bates End	Document Description
		produced between United and MultiPlan, Inc.*
DEF079866R	DEF079866R	Confidential version of correspondence previously produced between United and MultiPlan, Inc.*
DEF079872R	DEF079872R	Confidential version of correspondence previously produced between United and MultiPlan, Inc.*
DEF079893R	DEF079893R	Confidential version of correspondence previously produced between United and MultiPlan, Inc.*
DEF079899R	DEF079899R	Confidential version of correspondence previously produced between United and MultiPlan, Inc.*
DEF079905R	DEF079905R	Confidential version of correspondence previously produced between United and MultiPlan, Inc.*
DEF091580	DEF091599	Consulting Provider Agreement between Health Plan of Nevada, Inc. and Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC
DEF091600	DEF091619	Consulting Provider Agreement between Health Plan of Nevada, Inc. and Sound Physicians Emergency Medicine of Nevada
DEF091620	DEF091640	Individual/Group Provider Service Agreement between Sierra Health and Life Insurance Company, Inc., Sierra Healthcare Options, Inc., and Sound Physicians Emergency Medicine of Nevada
DEF091641	DEF097741	Administrative records for at issue claims*
DEF097742	DEF097859	Data iSight State Reports, Appeals Reports, and Specialty Reports; Correspondence between United and MultiPlan, Inc. regarding same*
DEF097860	DEF097860	Sound Physicians Claims Data (Student Resources)*
DEF097861	DEF097861	Sound Physicians Claims Data (UHC)*
DEF097862	DEF097896	Value-based Care Reports*
DEF097897	DEF097897	Sound Physicians Claims Data (Sierra Commercial)*
DEF097898	DEF097898	Sound Physicians Claims Data (Sierra Government)*
DEF097899	DEF097899	Sound Physicians Claims Data (Student Resources supplement)*
DEF097900	DEF097900	Sound Physicians Claims Data (UHC supplement)*
DEF097901	DEF097901	Sound Physicians Claims Data (UMR)*
DEF097902	DEF100331	Custodial emails and documents*
DEF100332	DEF108805	Custodial emails and documents*
DEF108806	DEF108984	OCR overlay of DEF101810 0–DEF101814,



Bates Start	Bates End	Document Description
		DEF101815–101820, and DEF103537; Custodial emails and documents*
DEF108985	DEF109388	Custodial emails and documents*
DEF109389	DEF109389	Aggregated market data report for COSMOS claims platform*
DEF109390	DEF109390	Claim-by-claim market data for COSMOS claims platform*
DEF109391	DEF109391	Aggregated market data report for NICE claims platform (commercial claims only)*
DEF109392	DEF109392	Claim-by-claim market data for NICE claims platform*
DEF109393	DEF109393	Aggregated market data report for OXFORD and CIRRUS claims platforms*
DEF109394	DEF109394	Claim-by-claim market data for OXFORD and CIRRUS claims platforms*
DEF109395	DEF109395	Aggregated market data report for Sierra claims platform (commercial claims only)*
DEF109396	DEF109396	Claim-by-claim market data for Sierra claims platform*
DEF109397	DEF109397	Aggregated market data report for UMR claims platform*
DEF109398	DEF109398	Claim-by-claim market data for UMR claims platform*
DEF109399	DEF245018	Administrative records for at issue claims*
DEF245019	DEF528969	Custodial emails and documents, Data iSight Reports, and United Shared Drive documents*
UNITED-DEF-0000001	UNITED-DEF-0000326	Provider agreements*
UNITED-DEF-0001069	UNITED-DEF-0001258	Provider agreements*
UNITED-DEF-0001261	UNITED-DEF-0001301	Provider agreements*
UNITED-DEF-0001259	UNITED-DEF-0001260	Analyses for Nevada Emergency Groups*
UNITED-DEF-0004003	UNITED-DEF-0004003	Updated claims matching detail*
UNITED-DEF-0003558	UNITED-DEF-0003566	United claims data for Plaintiff TINs*
UNITED-DEF-0000327	UNITED-DEF-0000906	Administrative services agreements*
UNITED-DEF-0001302	UNITED-DEF-0003557	Administrative services agreements*

Bates Start	Bates End	Document Description
UNITED-DEF-0003567	UNITED-DEF-0003862	Administrative services agreements*
UNITED-DEF-0004004	UNITED-DEF-0004041	Administrative services agreements*
UNITED-DEF-0004042	UNITED-DEF-0004749	Closure reports*
COLLECT RX 000001	COLLECT RX 000221	Documents produced by Collect RX in response to subpoena duces tecum*
DEF528970	DEF528971	Updated claims data for UMR and UNET

Any and all documents identified by Plaintiffs or any other party in this matter.

Defendants reserve the right to supplement this list of documents as discovery continues, and hereby incorporate the documents identified by any other party to this matter solely for the purpose of identifying documents potentially relevant to this action. The inclusion of a document herein is not a concession that the document is admissible, relevant, or authentic. Specifically, the inclusion of any reports in accordance with NRCP 16.1(a)(1)(A)(ii) is not the equivalent of a representation that such reports are relevant, admissible, or to be used in support of Defendants' claims or defenses. The documents disclosed herein are listed solely for the purpose of identifying documents potentially relevant to this action.

III. COMPUTATION OF DAMAGES

Not Applicable.

IV. INSURANCE AGREEMENTS

Defendants are self-insured for purposes of this action.

DATED this 21st day of September, 2021.

/s/ Colby L. Balkenbush

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Attorneys for Defendants



CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of September, 2021, a true and correct copy of the foregoing **DEFENDANTS' THIRTY-SEVENTH SUPPLEMENT TO INITIAL DISCLOSURE OF WITNESSES AND DOCUMENTS** was electronically served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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aperach@mcdonaldcarano.com

Judge David Wall, Special Master
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9 *Attorneys for Plaintiffs*

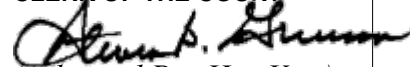
10 /s/ Cynthia S. Bowman

11 An employee of WEINBERG, WHEELER, HUDGINS
12 GUNN & DIAL, LLC
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25
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27
28

WEINBERG WHEELER
HUDGINS GUNN & DIAL



EXHIBIT 5


PTD

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DISTRICT COURT**CLARK COUNTY, NEVADA**

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD., a Nevada professional
corporation; TEAM PHYSICIANS OF
NEVADA-MANDAVIA, P.C., a Nevada
professional corporation; CRUM, STEFANKO
AND JONES, LTD. dba RUBY CREST
EMERGENCY MEDICINE, a Nevada
professional corporation,

Plaintiffs,

vs.

UNITEDHEALTH GROUP, INC., a Delaware
corporation; UNITED HEALTHCARE
INSURANCE COMPANY, a Connecticut
corporation; UNITED HEALTH CARE

Case No.: A-19-792978-B
Dept. No.: 27

**DEFENDANT'S PRETRIAL
DISCLOSURES PURSUANT TO NRC
16.1(a)(3)**

EXHIBIT

5



SERVICES INC., dba UNITEDHEALTHCARE,
a Minnesota corporation; UMR, INC., dba
UNITED MEDICAL RESOURCES, a Delaware
corporation; OXFORD HEALTH PLANS, INC., a
Delaware corporation; SIERRA HEALTH AND
LIFE INSURANCE COMPANY, INC., a Nevada
corporation; SIERRA HEALTH-CARE
OPTIONS, INC., a Nevada corporation; HEALTH
PLAN OF NEVADA, INC., a Nevada
corporation; DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Defendants UnitedHealth Group, Inc., UnitedHealthcare Insurance Company, United
HealthCare Services, Inc., UMR, Inc., Oxford Health Plans LLC, (incorrectly named as Oxford
Health Plans, Inc.), Sierra Health and Life Insurance Co., Inc., Sierra Health-Care Options, Inc.,
and Health Plan of Nevada, Inc. (collectively, "Defendants") hereby serve the following Pre-
Trial Disclosures pursuant to NRCP 16.1(a)(3).

I. PRELIMINARY STATEMENT

The information contained in the disclosure set forth below is based only upon the
information and documents currently available to Defendants. Defendants' preparation for trial
has not been completed. Therefore, Defendants reserve the right to alter, amend, supplement,
modify or otherwise revise the information contained herein, if, for any reason, such alterations,
amendments, supplements, modifications or revisions become appropriate or warranted as may
be required by Rule 16.1 and Rule 26 of the Nevada Rules of Civil Procedure.

II. WITNESSES

**A. Defendants expect to present the following witnesses at trial (witnesses who
have subpoenaed for trial indicated). The inclusion of any witness below is not a
representation that Defendants will call a given witness, or that a particular witness's
testimony is admissible for any purpose:**

1. Kent Bristow, Senior Vice President (subpoenaed for trial)
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102





2. Leif Murphy (subpoenaed for trial)
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102
3. Rena Harris, Senior Contracts Manager
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102
4. Jacy Jefferson, Director, Network Contracting,
Health Plan of Nevada
2720 N. Tenaya Way
NV 018-N400
Las Vegas, NV 89128
5. John Haben, Former Vice President, Network Contracting
Former Employee
5313 Ayrshire Blvd.
Edina, MN 55436
6. Scott Ziemer, Vice President, Customer Solutions
UMR, Inc.
115 W. Wausau Ave.
WI012-3001
Wausau, WI 54401
7. Sean Crandell, Vice President, Healthcare Economics
MultiPlan, Inc.
c/o Errol King, Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802-5618
8. Jacqueline Kienzle, Senior Vice President, Sales & Account Management
MultiPlan, Inc.
c/o Errol King, Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802-5618
9. Mike Bandomer, Director, Data iSight Operations – OON Solutions
MultiPlan, Inc.
c/o Errol King, Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802-5618
10. Bruce Singleton, Senior VP, Network Development Strategy
MultiPlan, Inc.
c/o Errol King, Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802-5618



11. Leslie Hare
Health Plan of Nevada
2720 N. Tenaya Way
NV018-N300
Las Vegas, NV 89128
12. Shaun Schoener
Health Plan of Nevada
2720 N. Tenaya Way
NV018-N300
Las Vegas, NV 89128
13. Daniel Jones, DO
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102
14. Bruce F. Deal
Analysis Group
1010 El Camino Real, Ste. 310
Menlo Park, California 94025
15. Karen B. King
6402 River Hills Drive
Greensboro, North Carolina 27410
16. Alexander Mizenko
FAIR Health, Inc.
530 Fifth Avenue, 18th Floor
New York, New York 10036

B. Defendants may call the following witnesses at trial (witnesses who have subpoenaed for trial indicated). The inclusion of any witness below is not a representation that Defendants will call a given witness, or that a particular witness's testimony is admissible for any purpose:

1. Jennifer Shrader, Vice President of Managed Care Contracting
TeamHealth Holdings, Inc. (subpoenaed for trial)
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102
2. Mark Kline, former employee / Vice President of Managed Care
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102
3. David Greenberg (subpoenaed for trial)
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200



Las Vegas, Nevada 89102

4. Angie Nierman, Former National Vice President of Contracting and Strategy,
Former Employee
1900 N. Lake Eloise Dr.
Winterhaven FL 33884
5. Rebecca Paradise, Vice President, Out-Of-Network Payment Strategy,
UnitedHealthcare
9700 Heath Care Lane, MN 017-W700
Minnetonka, MN 55343
6. Paul Bevilacqua, Vice President Managed Care,
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102
7. Paula Dearolf, Executive Vice President, Revenue Cycle Operations
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102
8. Charles Sims, Network Contracting,
Former employee of UnitedHealthcare
Unknown
9. Jason Schoonover, Former Business Process Manager
Former Employee
49 W 5th Street
Depew, NY 14043
Erie, PA
10. Jolene Bradley, Associate Director, Network Programs
UnitedHealthcare Network Management
PO Box 9472
WI930-1000
Minneapolis, MN 55440-9472
11. Lisa Dealy, Special Investigations Unit, Customer Care and Ledger Billing for
UnitedHealthcare Student Resources
1311 W. Pres George Bush Hwy.
TX023-1000
Richardson, TX 75080
12. Melissa Dotson, Assistant Vice President, Negotiations
MultiPlan, Inc.
c/o Errol King, Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802-5618
13. Vince Zuccarello
UnitedHealthcare



4 Research Drive
CT006-1000
Shelton, CT 06484

14. Joe Carman
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

15. Jason Heuberger
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

16. Miles Snowden, MD
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

17. Robert Frantz, MD
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Las Vegas, Nevada 89102

18. Jennifer Behm
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Las Vegas, Nevada 89102

19. Eddie Ocasio
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

20. Rhone D'Errico, DNP
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

21. Brent Davis
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c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102

22. Dan Collard
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200



Las Vegas, Nevada 89102

23. Lisa Zima
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Las Vegas, Nevada 89102
24. Brad Blevins
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2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102
25. Wade Sears, MD
TeamHealth Holdings, Inc.
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102
26. Mark Edwards
MultiPlan, Inc.
c/o Errol King, Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802-5618
27. Susan Mohler
MultiPlan, Inc.
c/o Errol King, Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802-5618
28. Kevin Ericson
UnitedHealthcare
185 Asylum Street City Place I
CT039-004C
Hartford, CT 06103
29. Marty Millerliele
Former Employee
4142 Troy Street
Wausau, WI 54403
30. David Yerich
UnitedHealthcare
9900 Bren Rd East
MN008-T502
Minnetonka MN 55343
31. Jean Stenzel
UMR, Inc.
115 W. Wausau Ave.
WI012-2002
Wausau, WI 54401



32. Greg Dosedel
Unknown
33. Dan Rosenthal
c/o O'Melveny & Myers
1625 Eye St., NW
Washington, DC 20006
34. Dan Schumacher
c/o O'Melveny & Myers
1625 Eye St., NW
Washington, DC 20006
35. Emma Johnson (former MultiPlan employee)
c/o Errol King, Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802-5618
36. Michael Schill
MultiPlan, Inc.
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400 Convention Street, Suite 1100
Baton Rouge, LA 70802-5618
37. Scott Scheer, MD (subpoenaed for trial)
c/o McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102
38. Tom Ralston (former employee)
MultiPlan, Inc.
c/o Errol King, Phelps Dunbar LLP
400 Convention Street, Suite 1100
Baton Rouge, LA 70802-5618
39. Joseph Esparraguera and/or
Custodian of Records / Person Most Knowledgeable
CollectRX
By serving its Registered Agent
6720 Rockledge Dr. Ste B
Bethesda, MD 20817

C. Defendants designate the following witnesses whose deposition testimony they may present at trial:

1. Lisa Dealy
2. Becky Paradise
3. Leslie Hare
4. John Haben
5. Angie Nierman
6. Jacy Jefferson
7. Dan Rosenthal
8. Jolene Bradley
9. Greg Dosedel
10. Kevin Ericson



11. Marty Millerliele
12. Jason Schoonover
13. Dan Schumacher
14. David Yerich
15. Scott Ziemer
16. Vince Zuccarello
17. Jennifer Behm
18. Paul Bevilacqua
19. Brad Blevins
20. Kent Bristow
21. Joe Carman
22. Dan Collard
23. Rhone D'Errico
24. Brent Davis
25. Robert Frantz
26. David Greenberg
27. Rena Harris
28. Jason Heuberger
29. Daniel Jones
30. Mark Kline
31. Leif Murphy
32. Eddie Ocasio
33. Scott Scherr
34. Wade Sears
35. Jennifer Shrader
36. Miles Snowden
37. Lisa Zima
38. Scott Phillips
39. David Leathers
40. Joseph Crane
41. Robert Frantz

III. EXHIBITS

The documents or other exhibits, including summaries of other evidence that Defendants expect to offer and may offer at trial are listed on Attachment 1 hereto. The inclusion of any exhibit on Attachment 1 hereto is not a representation that Defendants will introduce a given exhibit, or that a particular exhibit is admissible for any purpose.

See Attachment 1 hereto.

IV. DEMONSTRATIVES

1. Charts, tables, graphs, diagrams, and/or descriptions from materials used as reference by experts and/or within expert reports or working files produced;
2. Any materials relied upon by experts in forming their expert opinion;
3. Enlargements of diagrams, charts, tables, graphs or other graphics from documents and reports Produced;

4. Timeline of Events;

5. Videos, photographs, transparencies, memoranda, timelines, demonstratives.

Defendants reserve the right to call any necessary impeachment or rebuttal witnesses, and reserve the right to use any of Plaintiffs' designated exhibits to impeach and rebut allegations at any time during trial as the need arises. Defendants further reserve the right to utilize any and all deposition transcripts taken in this matter, at any time during trial, as the need arises, as provided by the Nevada Rules of Civil Procedure.

Defendants reserve the right to amend their NRCP 16.1 Pre-Trial Disclosures of Witnesses and Exhibits as warranted.

DATED this 24th day of September, 2021.

/s/ Colby Balkenbush

D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Brittany M. Llewellyn, Esq.
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New York, NY 10036

Attorneys for Defendants



CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of September, 2021, a true and correct copy of the foregoing **DEFENDANT'S PRETRIAL DISCLOSURE PURSUANT TO NRCP 16.1(a)(3)** was electronically served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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 kgallagher@mcdonaldcarano.com
 aperach@mcdonaldcarano.com

Judge David Wall, Special Master
 Attention:
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 mkillingsworth@azalaw.com
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Attorneys for Plaintiffs

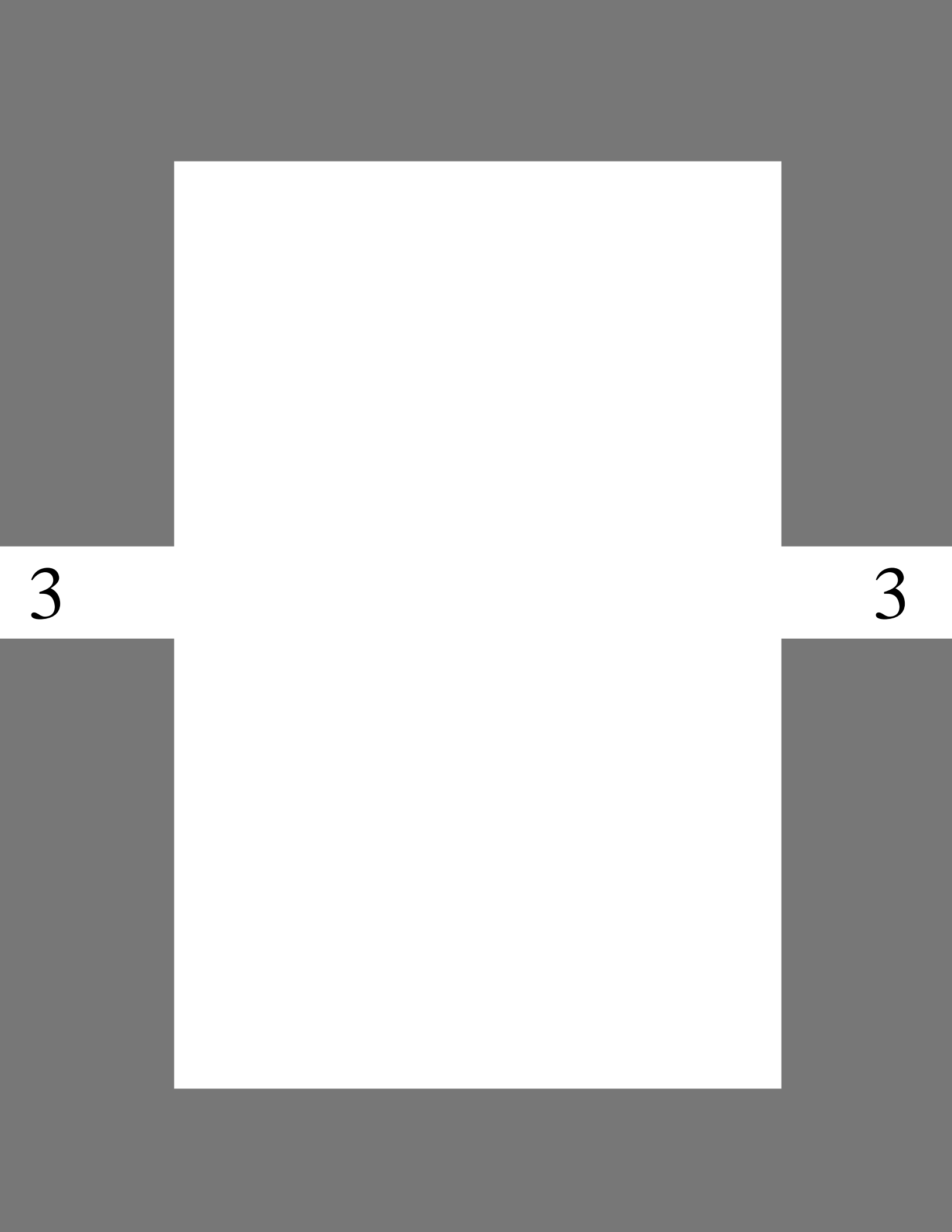
 /s/ Colby Balkenbush
 An employee of WEINBERG, WHEELER, HUDGINS
 GUNN & DIAL, LLC



EXHIBIT 6
(FILED UNDER SEAL)

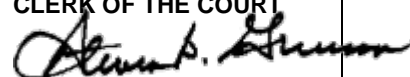
EXHIBIT 7
(FILED UNDER SEAL)

EXHIBIT 8
(FILED UNDER SEAL)



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TRAN

DISTRICT COURT

CLARK COUNTY, NEVADA

FREMONT EMERGENCY SERVICES)	
(MANDAVIA) LTD.,)	CASE NO: A-19-792978-B
)	
Plaintiff(s),)	
)	
vs.)	DEPT. XXVII
)	
UNITED HEALTHCARE INSURANCE)	
COMPANY,)	
)	
Defendant(s).)	
)	

BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE
 WEDNESDAY, OCTOBER 6, 2021

TRANSCRIPT OF PROCEEDINGS
RE: MOTIONS (Via Blue Jeans)

FOR PLAINTIFF(S):

PATRICIA K. LUNDVALL, ESQ. (In person)
 KRISTEN T. GALLAGHER, ESQ. (Blue Jeans)
 AMANDA PERACH, ESQ. (Blue Jeans)
 JOHN ZAVITSANOS, ESQ. (In person)
 JANE ROBINSON, ESQ. (Blue Jeans)

FOR DEFENDANT(S):

D. LEE ROBERTS, JR., ESQ. (Blue Jeans)
 COLBY BALKENBUSH, ESQ. (Blue Jeans)
 K. LEE BLALACK, ESQ. (Blue Jeans)
 DANIEL F. POLSENBERG, ESQ. (Blue Jeans)

RECORDED BY: BRYNN WHITE, COURT RECORDER

TRANSCRIBED BY: KATHERINE MCNALLY, TRANSCRIBER

1 LAS VEGAS, CLARK COUNTY, NEVADA

2 WEDNESDAY, OCTOBER 6, 2021 11:43 a.m.

3 * * * * *

4
5 THE COURT: Our last matter for today is Fremont
6 versus United.

7 Let's take appearances, starting first with the
8 plaintiff.

9 MS. LUNDVALL: Good morning, Your Honor. Pat
10 Lundvall, from McDonald Carano, here on behalf of the
11 plaintiffs.

12 THE COURT: Thank you.

13 MR. ZAVITSANOS: Good morning, Judge. John Zavitsanos
14 and Jane Robinson, from AZA, on behalf of the plaintiff.

15 THE COURT: Thank you.

16 MS. GALLAGHER: Good morning, Your Honor. Kristen
17 Gallagher, also here on behalf of the plaintiff Health Care
18 Providers.

19 THE COURT: Thank you.

20 MS. PERACH: Good morning, Your Honor. Amanda Perach,
21 also appearing on behalf of the Health Care Providers.

22 THE COURT: Thank you.

23 And for the defendants, please.

24 MR. BLALACK: Lee Blalack --

25 MR. ROBERTS: Good morning, Your Honor. Lee Roberts,

1 appearing for the defendants.

2 THE COURT: Thank you.

3 MR. BLALACK: And Your Honor, Lee Blalack, appearing
4 on behalf of the defendants as well.

5 THE COURT: Thank you.

6 MR. POLSENBERG: And Dan Polsenberg, for defendants,
7 Your Honor.

8 THE COURT: Thank you.

9 MR. BALKENBUSH: And good morning, Your Honor. Colby
10 Balkenbush, also appearing on behalf of the defendant.

11 THE COURT: Thank you.

12 Does that exhaust the appearances?

13 All right. So the first matter, which I think we can
14 resolve easily, is a motion for leave to file *Motions in*
15 *Limine* under seal. Any objection?

16 MS. LUNDVALL: No objection, Your Honor.

17 THE COURT: Okay. We have the motion to amend
18 complaint, which if there is no opposition, it will be
19 granted.

20 We have then a motion to quash out-of-state subpoenas.
21 Let's hear that very briefly.

22 I am sorry, guys, I'm in trial at 1 o'clock, and I
23 need to give them a lunch. I'm moving this along as fast as I
24 can.

25 MR. ZAVITSANOS: Your Honor, did you receive our

1 response that was filed this morning?

2 THE COURT: I've been on the bench since 9:00.

3 MR. ZAVITSANOS: Okay.

4 THE COURT: So the motion to quash the out-of-state
5 subpoenas, please.

6 MR. ROBERTS: Thank you, Your Honor. Lee Roberts for
7 the defendants. I'll be handling this motion.

8 THE COURT: Thank you.

9 MR. ROBERTS: We -- I suggest that maybe the easiest
10 way for the Court to deal with this is based simply on the
11 personal service issue, because you don't get to any of the
12 other issues once the Court determines that these subpoenas
13 were not personally served.

14 The contention is that service upon counsel for the
15 defendant, my law office in particular, by hand delivery of a
16 letter in the subpoenas was proper service because we had
17 listed the witnesses care of our law office on 16.1
18 disclosures.

19 Frankly, Your Honor, there's a big difference between
20 listing a witness who you want contacted through your office
21 because they're an employee or former employee and
22 representing that that witness can be personally served by
23 counsel.

24 These witnesses did not authorize this firm to accept
25 trial subpoenas on their behalf. And we don't think that that

1 can be presumed from the simple listing of that person on a
2 16.1, which requires that you identify witnesses with
3 information, not that you provide addresses where that witness
4 can be served.

5 We direct the Court's attention to *Consolidated*
6 *Generator* Nevada 114 Nev. 1304 at page 1312, where the Court
7 noted that the District Court did not abuse its discretion in
8 granting motions to quash subpoenas naming out-of-state
9 employees and officers of the parties who had been served upon
10 counsel for the parties, because Nevada Rule 45(c) requires a
11 subpoena to be personally served.

12 And so there's simply no way they could argue that
13 service of a letter on counsel for a party is personal service
14 on employees and former employees of the party. And we
15 suggest that that, in itself, is sufficient.

16 The other thing that I would like to sort of point
17 out, based on their opposition that the claim is that was
18 adequate because they were listed on 16.1s is the Exhibit 1 to
19 our motion has a copy of the letters which notes that mileage
20 is served. But that's nonsensical, under NRS 15.225, a
21 witness gets mileage from traveling to and from the place of
22 residence to the courthouse.

23 And even if our law office is issued as the place to
24 contact the witnesses, certainly no one had a good faith
25 belief these out-of-state witnesses resided in our law office,

1 and, therefore, they haven't been given proper mileage to come
2 to the courthouse. The witnesses all reside out of state --
3 some on the East Coast, over 2,000 miles away. The undue
4 burden of these witnesses being compelled to come and appear
5 here is another thing that the Court can consider, but you
6 don't get to that issue unless you deal with the fact that
7 these are out-of-state witnesses.

8 And again, based on the -- this argument that they're
9 not out-of-state witnesses for the purposes of this *Quinn*
10 decision because they were listed on 16.1 disclosures, we
11 would note that there's a footnote to the *Quinn* decision,
12 Footnote 2, which says: For the purpose of this opinion, out
13 of state means a nonresident who is located outside of the
14 state. Therefore, the opinion applies to all of these
15 witnesses because they're clearly nonresidents regardless of
16 whether a law office was listed as an address where they could
17 be contacted.

18 The other thing the opposition raises is that the
19 *Quinn* decision only applies to nonparties, with the allegation
20 that these are -- it doesn't apply because these are
21 party-affiliated witnesses, because they are employees and
22 former employees of parties.

23 Once again, we dispute that, Your Honor, under the
24 decision and under Nevada law, you're either a party or you're
25 not. None of these witnesses are listed in the caption of the

1 case. None of them are parties to the case.

2 Now, certainly they could -- you know, there are
3 things where the Nevada rules do say, for example, in the rule
4 regarding the reading of depositions, where an adverse party
5 may use for the purposes of deposition a party or anyone who
6 when deposed was a party's officer, director, or managing
7 agent.

8 Again, this rule doesn't say that employees, even if
9 they're an officer, director, or managing agent, are a party.
10 It says you can read the deposition of a party or an officer
11 or a director. Certainly, the rules could have made officers,
12 directors, and managing agents parties. For the purpose of
13 these rules, officer director, managing agent shall be
14 considered a party. It doesn't do that, because they are not
15 parties. They are clearly nonparties to which the *Quinn*
16 decision applies.

17 Next, I would like to get to the argument with regard
18 to the particular language of Rule 45. And again, you only
19 get to this language if there's personal service. The
20 opposition brief points out that Nevada changed the Federal
21 Rule, when it adopted 45(c)(3)(A)(ii) to add the exception:
22 Unless the person is commanded to attend the trial within
23 Nevada, and somehow arguing that that expands the subpoena
24 power of this Court for a trial subpoena to anyone in the
25 United States without limitation.

1 I would suggest that that simply cannot be read from
2 the rule, because it has to be read in context. And you go
3 back to 45(b)(2), which says, Service in Nevada, subject to
4 the provisions of Rule 45(c)(3)(A)(ii), a subpoena may be
5 served at any place within the state. So you only get to
6 45(c)(3)(A)(ii) if the person has been served within the state
7 of Nevada.

8 And because personal service was required on these
9 nonresidents, this exception simply allows someone personally
10 served in Nevada to appear and attend a trial within Nevada,
11 and it is not meant to apply to an out-of-state service which
12 is referenced in 45(b)(3). Therefore, we think that you have
13 to read those together.

14 And I would apologize, I just saw this argument this
15 morning when the brief was filed, but I would refer the Court
16 to *Iorio v. Allianz Life Insurance Company of North America*,
17 2009 WL 3415689, at page 3, from the Southern District of
18 California, where the Court found that you have to read the
19 equivalent federal rule in the context of 45(b)(2) and that it
20 did not expand 45(b)(2) as it was then written in the federal
21 rule.

22 Applying that analogy to the state rule, you could not
23 claim that this expanded the subpoena power of the Court to
24 people who were served or should have been served in another
25 state.

1 And again, it all comes down to residents, Your Honor.
2 Are these nonresidents or are they not nonresidents? The fact
3 that our office is listed could not be credibly deemed to have
4 led them to believe that these people resided in our law firm
5 commercial offices, Your Honor.

6 And I know you're on a short schedule, so I'll end
7 there.

8 THE COURT: Thank you.

9 And the opposition, please, Mr. Zavitsanos.

10 MR. ZAVITSANOS: Yes, Your Honor.

11 So first of all, I want to thank the Court very much
12 for granting us the privilege to appear *pro hac vice* here.

13 I can say, Your Honor, that this is probably the
14 single most important issue, from our standpoint, so far. And
15 I can explain why in just a little bit.

16 I want to apologize to the Court that we worked very
17 late last night to get this response together. I do very much
18 appreciate the Court setting this quickly, because it is a
19 material issue. I will ask Your Honor if Your Honor would
20 like an opportunity perhaps to review our response.

21 THE COURT: I did. I just did.

22 MR. ZAVITSANOS: And we are here, so we can come back.

23 THE COURT: I did. I have the ability to listen and
24 scan.

25 I think my biggest question for you is what about the

1 four people who are no longer employed?

2 MR. ZAVITSANOS: Okay. So may I proceed, Your Honor?

3 THE COURT: Please.

4 MR. ZAVITSANOS: Okay. All right. So here's the
5 issue on that -- and I'm just going to address the Court's
6 question, because if you read our response, I don't want to --
7 I've been sitting in here, and I don't want to parrot what
8 we've already read. Okay? The rules -- the federal rule --

9 THE COURT: All of you guys, I save the best for last.
10 So --

11 MR. ZAVITSANOS: Okay. So here's the issue, Judge. I
12 cannot underscore how important this case is beyond these two
13 parties. The entire healthcare industry is watching this
14 case. This is the tip of the spear. It really is. And
15 everybody is monitoring this case, because it is going to
16 decide something that has been swirling for a while all across
17 the country.

18 Now, here's what they did not do. What they did not
19 do was admit -- submit any evidence that these so-called
20 former employees don't have consulting agreements that require
21 cooperation.

22 I mean, one of these gentleman, Mr. Haben, who was the
23 architect of this plan to basically drive down these
24 reimbursements, he has over 20 years of institutional
25 knowledge. And mysteriously, he just retired in August, right

1 before this case gets called? I will bet dollars to doughnuts
2 that he has some kind of a consulting agreement that requires
3 his cooperation -- and the same is true of the others. And --

4 THE COURT: Did he testify as the 30(b)6 witness?

5 MR. ZAVITSANOS: He did, Your Honor. He did.

6 And the other thing is this, Your Honor, so United has
7 these sister companies. Okay? That is technically -- that
8 are technically not parties in this case, and they are kind of
9 seamless in terms of the way that they operate. I don't know
10 whether any of these former employees work for these sister
11 companies or not.

12 Because what United is doing all across the country --
13 not just here in Nevada -- is basically putting all of these
14 pieces together, to essentially drive down reimbursements to
15 these minimum wage levels to basically jack up their profits.
16 Okay.

17 Now, the only case that they cite -- and because,
18 listen, I will admit there is no case that directly addresses
19 this issue. And the Court should be guided by three things,
20 because ultimately, this comes down to hardship. That's
21 really what Your Honor is going to have to decide. And the
22 reason you have to decide it is because we get past the first
23 issue for three reasons.

24 United alone decided to identify where these people
25 are. They decided that. Not us. And in fact, there's e-mail

1 correspondence where United's counsel says, When you want to
2 serve them, you serve us, okay, for the depositions. Now,
3 they changed the address right after we served them. Okay?
4 So they elected to list them here.

5 Now, why is that important? Because if these people
6 truly are former employees, I would be permitted to contact
7 some of them and to talk them if they're not in the control
8 group. I can't do that. I can only contact them at the
9 address that is identified in the disclosure; right? So
10 they're trying to have their cake and eat it too here; right?

11 Second, the trial testimony of Mr. Haben and
12 Ms. Paradise -- that's going to be a show. Okay? Because
13 these people were so evasive during their deposition, and we
14 were faced with a choice. We could either file a motion to
15 compel, or we could sit back and rely on what they did so that
16 we can cross-examine them here at trial. We chose B.

17 And these depositions are utterly worthless, utterly
18 worthless. They got asked the ultimate issue repeatedly, and
19 what we got was the old rope-a-dope, that just evading with
20 these little canned speeches. And this was all preplanned;
21 right? And so now all of a sudden they're not going to be
22 here.

23 Okay. Third, the only case that they cite, the only
24 case that they cite that addresses this issue is the *Big Lots*
25 case out of Louisiana; right? And what does that Court say?

1 It specifically says they are in the minority -- that the
2 ruling in *Big Lots* is the minority view. Okay. It's the
3 minority view. And it's a much different situation.

4 The issue is whether or not these are party witnesses
5 or nonparty witnesses. And that -- and Your Honor, in the
6 *Quinn* case, which counsel just talked about, if you go to
7 page 33, that's the issue, is whether they're a party or a
8 nonparty. All right?

9 Now, finally, before I get to the hardship, every
10 single one of these people is on their trial list, on the will
11 call list. Okay? Excuse me -- some of them are on the may
12 call; some of them are on the will call; right? So I want to
13 be able to call them adverse. We want to be able to ask them
14 the very questions that they evaded. And if they are evasive
15 in trial, the way they were in the deposition, well,
16 Your Honor, I've been watching some of the trials Your Honor
17 has been doing, and you know this better than anybody, the
18 jury will punish them for that, okay, when they evade. And
19 that's part of the trial strategy that goes into it. I want
20 to be able to do that live.

21 Finally, Your Honor, the difference in the rules. The
22 rules are different. The Nevada legislature most clearly
23 eliminated the issue about -- so we've got two things going
24 on: Where were they served? And where do they live? Those
25 are not the same thing. And counsel is conflating the two.

1 They were -- they identified these witnesses as being
2 located through their lawyers in the disclosures, and that's
3 where we served them. You've got to separate the two; right?

4 So now we get to the issue of hardship -- we get to
5 the issue of hardship. All right. These witnesses, most of
6 them are current employees.

7 I will tell you, Your Honor, that there was probably,
8 between both sides, way more spent in attorney's fees than is
9 a issue in this case. And the reason for that --

10 THE COURT: Hang on.

11 Someone needs to unmute -- or needs to mute. Sorry.

12 Go ahead.

13 MR. ZAVITSANOS: And the reason for that is because
14 the importance of the issue in this case.

15 There's all kinds of stuff going on in the background
16 on Capitol Hill, that, you know, with the lobbyists and with
17 lawsuits across the country. And the -- I mean, I don't want
18 to overdramatize this, but the future of healthcare,
19 particularly emergency medicine, is right here in this
20 courtroom. And they know that.

21 And that's why -- look, and we've got a bunch of
22 lawyers too; right? They hired the second best law firm in
23 Las Vegas. Okay? Pat. We got the best one. They've hired
24 excellent, excellent counsel, national counsel from offices
25 all over the country, to say that this is a hardship when they

1 have them on their will call list -- a company that has a
2 market cap in the scores of billions of dollars. That's
3 just -- this is not some widow on the prairie that we're
4 trying to hail into Court.

5 THE COURT: Well, no, you know what, there's an equal
6 protection clause. You -- everybody walks in equal. I know
7 this is big business against big business --

8 MR. ZAVITSANOS: Yes, yes.

9 THE COURT: -- so argue your case.

10 MR. ZAVITSANOS: So, Judge, all I'm saying is that the
11 rule -- the rule must mean something when they eliminated the
12 additional requirement -- the federal requirement about not
13 being able to hail them more than a hundred miles. If they
14 were served within the state, they were served within the
15 state properly -- and we contend it was proper because they
16 elected to identify it in the way that they did -- then
17 Your Honor has the discretion to order them, unless there's a
18 hardship.

19 And let me add one last thing, Judge. They did the
20 same thing with us. Okay? We actually -- we had care of
21 counsel as well. They served us. We're not contesting it.
22 Now, the difference between us and them is we changed it to
23 put down their addresses before we were served, they did not.
24 But we're not going to contest it. We're not going to contest
25 it.

1 So we would ask Your Honor to deny the motion to quash
2 to compel these party witnesses to be here. And at the very
3 least, for the ones that they claim are former employees, to
4 make an inquiry -- because there is no evidence right now --
5 as to whether or not any of these individuals have any kind of
6 a cooperation contractual obligation as part of a consulting
7 agreement or a severance or anything like that, because if
8 they do, they should come.

9 And finally, they've listed them on their trial
10 witness list.

11 That's all I have, Your Honor.

12 THE COURT: Thank you.

13 And the reply, please.

14 MR. ROBERTS: Yes, Your Honor. Just getting off of
15 mute.

16 First of all, as an initial rebuttal, it doesn't
17 really matter whether they are employees or former employees.
18 It doesn't matter whether there is a consulting agreement.
19 Because the issue of control of a witness is nowhere in the
20 rules or in the decisions. In fact, the *Quinn* case
21 specifically applied to current employees of the parties. And
22 they said personal service is not service on the attorney for
23 the party. And there's nothing in this case that would cause
24 this Court to not follow that binding Nevada Supreme Court
25 precedent.

1 With regard to the issue of our pretrial order, I
2 think counsel may have inadvertently overstated his case
3 there. The 16.1(a)(3) is attached as Exhibit 5 to their
4 opposition.

5 At page 3, we list witnesses that we expect to call,
6 not will call. And it's prefaced by the statement, Inclusion
7 of any witness below is not a representation that defendant
8 will call a given witness. But even if you look through that
9 list of expect to call, there are only 2 of the 10 names, John
10 Haben and Scott Ziemer.

11 The other thing I would point out to the Court is, at
12 page 8 of Exhibit 5, there is a list of the persons that
13 defendants may present by deposition. And on that list is
14 every single one of the witnesses that they have -- that we
15 have sought to quash in this motion. So every one of these
16 witnesses we have reserved the right to present by deposition,
17 because every single one of them has been deposed.

18 And there's a big difference between our office
19 getting permission and agreeing to accept subpoenas for
20 depositions to be taken in their state of residence or where
21 they normally work versus a presumption that they have agreed
22 that we can accept personal service for the attendance of a
23 trial proceeding in Nevada. And that can't be presumed.

24 Finally, dealing with the discussion of undue burden,
25 which is -- it's stated undue burden in Rule 45, that's burden

1 on the witness, not on the party. And there's very little out
2 there on what undue burden is. But I would draw the Court's
3 attention to *Planned Parenthood v. Casey*, 505 U.S. 833, where
4 a concurring opinion by Justice John Paul Stevens discussed
5 the fact that undue burden can be undue either because it's
6 too severe or because it lacks a legitimate rational
7 justification.

8 So I would suggest that undue burden doesn't just mean
9 the severity of traveling from New York to Nevada for trial,
10 but also what it is that we're trying to accomplish. What's
11 the rational reason why plaintiffs have to have these people
12 appear here in their case in chief?

13 And really, Your Honor, there is no rational reason
14 why they have to do that because every single one of these
15 witnesses was not only deposed, but they have already
16 designated and provided to us portions of their deposition
17 transcript which they intend to read.

18 These people are unavailable. Their depositions have
19 been taken. If they chose not to follow up on questions at
20 their deposition or chose not to compel further answers from
21 this Court, I don't think it's reasonable for them to say they
22 did that, because they assumed they could compel the
23 attendance of out-of-state witnesses in Nevada for trial, and
24 therefore, did not have to take an adequate deposition when we
25 made these witnesses available for depositions at out-of-state

1 locations.

2 Unless this Court has any questions, I'll conclude and
3 submit.

4 THE COURT: Thank you.

5 This is the defendant's motion to quash out-of-state
6 subpoenas for trial.

7 The motion will be denied for the reason that the
8 plaintiff was led to be able to rely on the availability of
9 those witnesses in Nevada. The subpoenas were served at the
10 address given. And so the motion is denied.

11 Now, Mr. Roberts, if you have a witness who you have
12 no relationship with and no sister company has a relationship
13 with, who fails to cooperate, then you may seek relief. But
14 you would have to have a lot of detail there. So --

15 MR. ROBERTS: Thank you, Your Honor.

16 And I have one additional request. Mr. Polsenberg is
17 here. It's my understanding that the client has authorized
18 him to writ this issue in the event the Court denied our
19 motion.

20 Would the Court be willing to add a stay on this,
21 pending a decision from the Supreme Court?

22 THE COURT: No.

23 MR. ROBERTS: Or a Court of Appeals?

24 THE COURT: No. First, I don't consider oral motions
25 unless it is a different situation. And it just doesn't give

1 fair notice to the other side.

2 So certainly, if you need an order shortening time, I
3 always grant them.

4 MR. ROBERTS: Thank you, Your Honor.

5 THE COURT: Now, let's talk about this motion to
6 continue a hearing.

7 I am supposed to start another trial on the 18th. I'm
8 not sure it's going to go. But my trial for next week
9 settled, and that's the only reason I could give you those
10 hearings next week.

11 So who on the defense side is arguing?

12 MR. BALKENBUSH: Your Honor, this is Colby Balkenbush.

13 THE COURT: Yeah.

14 MR. BALKENBUSH: I'll be addressing the motion to
15 continue for the defendants.

16 THE COURT: You can have five --

17 MR. BALKENBUSH: Certainly your --

18 THE COURT: Five minutes.

19 MR. BALKENBUSH: Okay.

20 THE COURT: You can have five minutes.

21 MR. BALKENBUSH: Thank you, Your Honor. I'll stick to
22 that.

23 I think what I want to say is first of all if the only
24 time the Court has is the hearing for these hearings on the
25 Partial Motion for Summary Judgment and the *Motions in Limine*

1 is next week, then we will make that work. We understand
2 that.

3 The purpose of this motion is really to give the Court
4 and the parties sufficient time to consider the issues. And
5 we believe that the *Motions in Limine* and the Partial Motion
6 for Summary Judgment are some of the most important motions
7 that the Court is going to hear in this case.

8 And you just heard Mr. Zavitsanos talk about the
9 importance of this case. He referred to it as -- and he said
10 the future of emergency medicine in this country is on the
11 line and that this is the tip of the spear and that the entire
12 industry is watching this case.

13 Well, if that is the case, Your Honor, in our view
14 it -- it is appropriate for both the parties and the Court to
15 have sufficient time to consider what are likely to be the
16 most important motions that will be decided in this case.

17 We pointed out in our motion, Your Honor, that our
18 reply brief, the Motion for Summary Judgment is due on the
19 12th. The hearing on the Motion for Summary Judgment is set
20 for the 13th. So for that reason we ask that we be given --
21 the Court be given, essentially, a little extra time to
22 consider our brief.

23 The plaintiffs pointed out in their opposition that
24 this point is essentially moot because they noted that the
25 Court had initially moved the hearing on the Motion for

1 Summary Judgment to today. But yesterday, Your Honor, your
2 clerk changed the hearing date back to the 13th, so that issue
3 is no longer moot.

4 And then second, the issue of having some time to
5 consider the Court's ruling on the Motion for Summary Judgment
6 and its impact on the *Motions in Limine*. You know,
7 previously, the Court had moved the hearing to today on a
8 Motion for Summary Judgment, but now it's back to the 13th.
9 So the Motion for Summary Judgment is going to be decided one
10 day before all of the parties' *Motions in Limine* are heard.
11 You know, we think it would be appropriate to have a few days
12 between those hearings so that the Court and the parties can
13 consider the impact on the ruling on the Motion for Summary
14 Judgment on the *Motions in Limine*.

15 And you know, finally, Your Honor, I want to point out
16 what I think is actually the most important reason that these
17 hearings should be continued, if possible, if they can fit
18 into the Court's schedule. And that's something that was not
19 addressed in our motion.

20 The first thing the Court did today was grant the
21 plaintiff's unopposed Motion for Leave to Amend their
22 Complaint, and grant them leave to file the Second Amended
23 Complaint. The Second Amended Complaint completely changes
24 this litigation, Your Honor. The First Amended Complaint was
25 46 pages long and had 273 separate paragraphs.

1 THE COURT: So Mr. Balkenbush, don't --

2 MR. BALKENBUSH: The Second Amended Complaint cuts
3 that in half.

4 THE COURT: Mr. Balkenbush don't argue an oral motion
5 to continue trial. If you're going to move to continue trial,
6 argue that -- move and argue that separately.

7 MR. BALKENBUSH: Oh, and I -- we are not moving to
8 continue the trial, Your Honor -- just to continue the
9 hearings on -- the hearing on the *Motions in Limine* and the
10 Motion for Summary Judgment of one week. And the reason for
11 that, Your Honor, was -- what I was getting to was to give the
12 parties sufficient time to consider the impact of the
13 amendment to the complaint on the *Motions in Limine* that were
14 filed prior to that amendment.

15 When we filed our *Motions in Limine*, we were not aware
16 that they were going to dismiss the RICO claim, the tortious
17 breach claim, and all of the allegations related to Data
18 iSight and MultiPlan. All of that is now gone from their new
19 complaint.

20 So for that reason, Your Honor -- for those reasons,
21 we believe it would be appropriate to give the parties a
22 little more time. But we understand if that's not possible,
23 given that we have a trial set for the 18th, then we'll take
24 what we can get.

25 THE COURT: Yeah. And I also should tell you that I'm

1 in a jury trial now that we know is going to bleed into
2 Monday. So --

3 All right, Ms. Lundvall, opposition, please.

4 MS. LUNDVALL: Your Honor, very briefly.

5 Mr. Balkenbush began by saying in light of the Court's comment
6 that they understood why the Court would hold hearings on the
7 Motion for Summary Judgment on October 13th, when you
8 scheduled it; and why you wouldn't want to hold hearings on
9 the *Motions in Limine* on October 14th, when you scheduled it.
10 So I thought that he was withdrawing his motion. But then he
11 went on to argue his motion.

12 And so very briefly, we do not believe that the
13 foundation or any good cause has been demonstrated to move
14 either of those hearings, whether it be on the 13th or the
15 14th, particularly the *Motions in Limine* on the 14th, and for
16 all the reasons that we had stated in our opposition.

17 But probably the most important thing is this, this is
18 the third time -- the third time that they've tried to push
19 these *Motions in Limine* until within a couple days before the
20 start of trial. They tried it in June; the Court rejected it.
21 They tried it in August; the Court rejected it. And so
22 therefore, with all due respect, we would ask the Court then
23 to reject their effort to try to move it again.

24 Thank you, Your Honor.

25 THE COURT: Thank you.

1 And the reply, please.

2 MR. BALKENBUSH: Sure. Thank you, Your Honor.

3 Just briefly to respond to that. Again, when we had
4 requested that hearings be set on these motions for certain
5 dates, you know, that was before the Court had ever set
6 hearings on the Motion for Summary Judgment and *Motions in*
7 *Limine*. So we did not know what dates the Court was going to
8 select when we filed those motions. Now we do. And that's
9 why we're requesting that you move it out one week.

10 Again, though, as Ms. Lundvall noted, if the Court
11 doesn't have availability to hear these motions the week of
12 the 18th, then certainly, we'll -- we're amenable to appearing
13 on the 13th and 14th.

14 THE COURT: Well, I can't guarantee that the trial on
15 the 18th is going to go off. But I just don't see any other
16 time in my schedule.

17 And let -- so I'm going to deny the motion to continue
18 these hearings, but when we start on the 13th at 10:30, you
19 are the last thing of the day. We will take a lunch hour,
20 because I -- the staff has to have -- they're entitled to
21 that. The parties, when we start on the 14th at 11:00, you
22 have the whole day. And then we have Friday available on the
23 15th, if you need it. But I'm going to require the parties to
24 stipulate to an order -- the order of the arguing of the
25 motions, and to get that to me by the end of business on

1 Monday.

2 Now, let's talk about how long do you need for trial?

3 I can't recall how long we thought. So let's talk about that.

4 Plaintiff and then the defendant.

5 MR. ZAVITSANOS: I'm sorry, Your Honor?

6 THE COURT: I need to -- how long do you think you
7 need for trial?

8 MR. ZAVITSANOS: Your Honor, I don't want to be
9 evasive, but I think that's going to depend entirely on the
10 Court's rulings on the *limine* motions.

11 THE COURT: Oh.

12 MR. ZAVITSANOS: There is -- we have a healthy
13 disagreement about the relevance of certain evidence in this
14 case. And so -- so it could be -- I can give you a range.

15 THE COURT: Yeah.

16 MR. ZAVITSANOS: Anywhere from two to four weeks. We
17 believe -- the plaintiffs believe it's probably closer to two
18 weeks.

19 THE COURT: Okay. And who is -- who is going to be
20 lead trial counsel for the defendants?

21 MR. BLALACK: I will, Your Honor. This is Lee
22 Blalack.

23 THE COURT: Okay. And your estimate of how long you
24 think the case will take?

25 MR. BLALACK: Your Honor, I generally agree with my

1 colleague. I think it's more likely three to four. But I
2 think we could do on the absolute short end, that's assuming
3 the judge -- that Your Honor granted every single exclusionary
4 argument they requested -- I think we would still go at least
5 two weeks, and probably four if -- you know, on the outside.

6 THE COURT: Okay. So that you know, I have requested
7 jury selection for the 25th of October. That has not yet been
8 granted, so that you know that.

9 How long do you need to choose a jury?

10 MR. ZAVITSANOS: So Your Honor, I was actually
11 speaking with Ms. Lundvall about this. I don't know if this
12 is still true, but one of the documents in the case makes a
13 reference that something like 75 percent of the people in
14 Clark County who have commercial insurance have United
15 Insurance as their insurer -- or one of the United companies
16 as their insurer. So I don't think that's an automatic
17 disqualification, obviously. But they're going to have
18 opinions.

19 So I do believe because this is somewhat of an
20 extraordinary case, we're going to need a much larger pool
21 than -- than perhaps typically is warranted.

22 Now, I did have the privilege of being escorted by
23 Ms. Lundvall for jury selection in your current trial, so I
24 did see how you do it, and I get it. Given that, I think for
25 us, I think I'm going to need at least a day and a half.

1 THE COURT: Okay. And Mr. Blalack.

2 MR. BLALACK: Your Honor, I think we're -- I would
3 expect jury selection to at least take that first week. My
4 understanding is that Friday is a holiday that week.

5 THE COURT: That's correct.

6 MR. BLALACK: I believe so --

7 THE COURT: Yes. Nevada observes Halloween as Nevada
8 Day.

9 MR. BLALACK: Okay. So I'm -- I have -- and I think
10 the estimate Mr. Zavitsanos just provided is unreasonable.
11 And assuming roughly equal time, I would expect us to at least
12 occupy those four days before we go to swear a jury. But, you
13 know, we'll have to see how the *voir dire* process goes, but I
14 think that's a reasonable estimate.

15 THE COURT: And your estimate of trial, does it
16 include jury selection, yes or no?

17 MR. ZAVITSANOS: No.

18 MR. BLALACK: It did, Your Honor.

19 THE COURT: It did?

20 MR. BLALACK: Oh, I'm sorry.

21 MR. ZAVITSANOS: Not [indiscernible].

22 THE COURT: Okay. All right.

23 MR. BLALACK: It did for us, Your Honor.

24 THE COURT: All right. The last thing I'm going to
25 say is that without revealing anything, are there any

1 settlement negotiations pending?

2 MR. ZAVITSANOS: No, Your Honor. This is -- Judge,
3 and I respect the Court asking that question. I don't want to
4 sound melodramatic here, but this is about so much more, and
5 so, no. I don't -- I think it'll snow here in Las Vegas
6 before this case settles --

7 THE COURT: Okay.

8 MR. ZAVITSANOS: -- so I don't foresee that. And so I
9 want to be up front with the Court. I don't want to go
10 through the futile exercise of, you know, going through the
11 motions, then come back and report to you. I don't believe
12 so, Your Honor.

13 THE COURT: Thank you.

14 Mr. Blalack.

15 MR. BLALACK: I agree with that, Your Honor.

16 THE COURT: All right.

17 MR. BLALACK: Without regard to those meteorological
18 predictions, I agree with that statement generally.

19 THE COURT: All right. So then I guess I'll see you
20 guys on the 25th. I -- to warn you we don't have a lot of
21 senior coverage available. I have to do my calendars on
22 Wednesday morning and Thursday morning. You won't start --
23 you'll get full days on Monday, Tuesday, and Friday, unless
24 there's a holiday, but only half days on Wednesdays and
25 Thursdays.

1 And that four weeks take you to the week before
2 Thanksgiving.

3 MR. ZAVITSANOS: Well, Your Honor, may I --

4 THE COURT: And there's also another holiday.
5 Sorry. Go ahead.

6 MR. ZAVITSANOS: May I raise a couple of other
7 housekeeping issues?

8 THE COURT: Sure.

9 MR. ZAVITSANOS: I've spoken with Mr. Blalack -- the
10 two sides have spoken. And if the Court is amenable to it, if
11 Your Honor is amenable to it, we have agreed to provide lunch
12 for the jurors, court staff, and counsel, so that there's less
13 of a break or less of an inconvenience. The Court would --
14 you know, we would not expect the Court to tell them who is
15 providing lunch. But I just thought that might be a nice
16 touch given the length of the trial. I don't know if
17 Your Honor has -- no pun intended -- an appetite for that.

18 THE COURT: Let me hear from Mr. Blalack first.

19 MR. ZAVITSANOS: Okay.

20 MR. BLALACK: That's correct, Your Honor. We are
21 amenable to that arrangement. And we've been discussing
22 other -- a host of other trial logistical issues that we could
23 propose to the Court, and we intend to itemize in the final
24 pretrial memorandum -- pretrial joint pretrial memorandum, but
25 that's one of them.

1 THE COURT: Yeah. You know, in this courtroom on
2 Fridays, sometimes cookies miraculously appear, because I like
3 cookies, so everybody gets one. We are under a mandate, an
4 administrative order that requires everyone, the whole time
5 they're in the courtroom, have the mask covering their nose
6 and mouth. So take a look at that. I'm duty bound to enforce
7 the administrative order.

8 MR. ZAVITSANOS: Yes, Your Honor.

9 THE COURT: I don't think it's going to change in the
10 next month.

11 MR. ZAVITSANOS: Okay.

12 THE COURT: Now, if you wanted to provide boxed
13 lunches that they could eat at their leisure and take a
14 shorter lunch --

15 MR. ZAVITSANOS: Yes.

16 THE COURT: -- that might be another option.

17 MR. ZAVITSANOS: Okay.

18 THE COURT: I'm sure you guys are very resourceful.
19 And then if you have other pretrial issues, you're here next
20 Wednesday.

21 MR. ZAVITSANOS: Yeah.

22 THE COURT: So make a list of things. You know, using
23 a modified Arizona method, I'll have to request a larger
24 courtroom. Think about how many jurors you want. Monday and
25 Tuesday are jury selection for criminal cases, so they have to

1 bring in more jurors. They can't guarantee that I'll have
2 enough on the 25th, which is why they haven't assigned that
3 date and time to me. The Chief Justice does those
4 calculations. So knowing that your case is definitely going
5 to go, I'll have to -- I will adjust as necessary.

6 Ms. Lundvall, do you have something to add?

7 MS. LUNDVALL: When, in fact, that you're discussing
8 with the Chief Judge and the Jury Commissioner, the number of
9 panel members by which to bring in, typically I know that it's
10 between 40 and 50. And we would respectfully suggest it's
11 probably going to need to be 75 to 80.

12 THE COURT: And Mr. Blalack?

13 MR. BLALACK: That sounds about right, Your Honor. We
14 will confirm on our side a little bit further, and then we'll
15 confer with plaintiff's counsel and try to submit something to
16 Your Honor with a recommendation, but that sounds about right.

17 THE COURT: We have to bring in panels of jury --
18 jurors on the hour, on jury selection days because of COVID.

19 So all right. Then I'll get to work on my end. You
20 guys take care. Stay safe and healthy.

21 MR. ZAVITSANOS: Thank you, Your Honor.

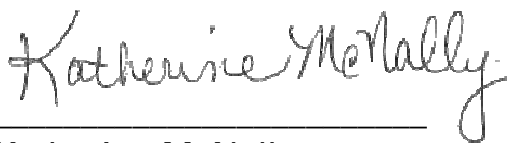
22 THE COURT: The Court's in recess now.

23 [Proceeding adjourned at 12:26 p.m.]

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1 ATTEST: I do hereby certify that I have truly and correctly
2 transcribed the audio/video proceedings in the above-entitled case
3 to the best of my ability.

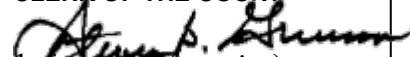
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD., a Nevada professional
corporation; TEAM PHYSICIANS OF
NEVADA-MANDAVIA, P.C., a Nevada
professional corporation; CRUM,
STEFANKO AND JONES, LTD. dba RUBY
CREST EMERGENCY MEDICINE, a
Nevada professional corporation,

Plaintiffs,

vs.

UNITED HEALTHCARE INSURANCE
COMPANY, a Connecticut corporation;
UNITED HEALTH CARE SERVICES INC.,
dba UNITEDHEALTHCARE, a Minnesota
corporation; UMR, INC., dba UNITED
MEDICAL RESOURCES, a Delaware
corporation; SIERRA HEALTH AND LIFE
INSURANCE COMPANY, INC., a Nevada
corporation; HEALTH PLAN OF NEVADA,
INC., a Nevada corporation.

Defendants

Case No.: A-19-792978-B
Dept. No.: XXVII

SECOND AMENDED COMPLAINT

Jury Trial Demanded

1 Plaintiffs Fremont Emergency Services (Mandavia), Ltd. (“Fremont”); Team Physicians
2 of Nevada-Mandavia, P.C. (“Team Physicians”); Crum, Stefanko and Jones, Ltd. dba Ruby
3 Crest Emergency Medicine (“Ruby Crest” and collectively the “Health Care Providers”) as and
4 for their First Amended Complaint against defendants United Healthcare Insurance Company
5 (“UHCIC”) United Health Care Services Inc. dba UnitedHealthcare (“UHC Services”); UMR,
6 Inc. dba United Medical Resources (“UMR”); (together with UHC Services and UMR, and with
7 UHCIC, the “UH Parties”); Sierra Health and Life Insurance Company, Inc. (“Sierra Health”);
8 Health Plan of Nevada, Inc. (“HPN”) (collectively “Defendants”) hereby complain and allege as
9 follows:

10 NATURE OF THIS ACTION

11 1. This action arises out of a dispute concerning the rate at which Defendants
12 reimburse the Health Care Providers for the emergency medicine services they have already
13 provided, and continue to provide, to patients covered under the health plans underwritten,
14 operated, and/or administered by Defendants (the “Health Plans”) (Health Plan beneficiaries for
15 whom the Health Care Providers performed covered services that were not reimbursed correctly
16 shall be referred to as “Patients” or “Members”).¹ Collectively, Defendants have manipulated ad
17 are continuing to manipulate their third party payment rates to deny them reasonable payment
18 for their services. Defendants have reaped millions of dollars from their illegal, coercive, unfair,
19 fraudulent conduct and will reap millions more if their conduct is not stopped.

20 PARTIES

21 2. Plaintiff Fremont Emergency Services (Mandavia), Ltd. (“Fremont”) is a
22 professional emergency medicine services group practice that staffs the emergency departments
23 at ER at Aliante; ER at The Lakes; Mountainview Hospital; Dignity Health – St. Rose

24 _____
25 ¹ The Health Care Providers do not assert any causes of action with respect to any Patient whose
26 health insurance was issued under Medicare Part C (Medicare Advantage) or is provided under
27 the Federal Employee Health Benefits Act (FEHBA). The Health Care Providers also do not
28 assert any claims relating to Defendants’ managed Medicaid business or with respect to the right
to payment under any ERISA plan. Finally, the Health Care Providers do not assert claims that
are dependent on the existence of an assignment of benefits (“AOB”) from any of Defendants’
Members. Thus, there is – and was – no basis to remove this lawsuit to federal court under
federal question jurisdiction.

1 Dominican Hospitals, Rose de Lima Campus; Dignity Health – St. Rose Dominican Hospitals,
2 San Martin Campus; Dignity Health – St. Rose Dominican Hospitals, Siena Campus; Southern
3 Hills Hospital and Medical Center; and Sunrise Hospital and Medical Center located throughout
4 Clark County, Nevada. Fremont is part of the TeamHealth Holdings, Inc. (“TeamHealth”)
5 organization.

6 3. Plaintiff Team Physicians of Nevada-Mandavia, P.C. ("Team Physicians") is a
7 professional emergency medicine services group practice that staffs the emergency department
8 at Banner Churchill Community Hospital in Fallon, Nevada.

9 4. Plaintiff Crum, Stefanko And Jones, Ltd. dba Ruby Crest Emergency Medicine
10 ("Ruby Crest") is a professional emergency medicine services group practice that staffs the
11 emergency department at Northeastern Nevada Regional Hospital in Elko, Nevada.

12 5. Defendant United HealthCare Insurance Company (“UHCIC”) is a Connecticut
13 corporation with its principal place of business in Connecticut. UHCIC is responsible for
14 administering and/or paying for certain emergency medical services at issue in the litigation. On
15 information and belief, United HealthCare Insurance Company is a licensed Nevada health and
16 life insurance company.

17 6. Defendant United HealthCare Services, Inc. dba UnitedHealthcare (“UHC
18 Services”) is a Minnesota corporation with its principal place of business in Connecticut and
19 affiliate of UHCIC. UHC Services is responsible for administering and/or paying for certain
20 emergency medical services at issue in the litigation. On information and belief, United
21 HealthCare Services, Inc. is a licensed Nevada health insurance company.

22 7. Defendant UMR, Inc. dba United Medical Resources (“UMR”) is a Delaware
23 corporation with its principal place of business in Connecticut and affiliate of UHCIC. UMR is
24 responsible for administering and/or paying for certain emergency medical services at issue in
25 the litigation. On information and belief, UMR is a licensed Nevada health insurance company.

26 8. Defendant Sierra Health and Life Insurance Company, Inc. is a Nevada
27 corporation and affiliate of UHCIC. Sierra Health is responsible for administering and/or
28 paying for certain emergency medical services at issue in the litigation. On information and

1 belief, Sierra Health is a licensed Nevada health insurance company.

2 9. Defendant Health Plan of Nevada, Inc. ("HPN") is a Nevada corporation and
3 affiliate of UHCIC. HPN is responsible for administering and/or paying for certain emergency
4 medical services at issue in the litigation. On information and belief, HPN is a licensed Nevada
5 Health Maintenance Organization ("HMO").

6 JURISDICTION AND VENUE

7 10. The amount in controversy exceeds the sum of fifteen thousand dollars
8 (\$15,000.00), exclusive of interest, attorneys' fees and costs.

9 11. The Eighth Judicial District Court, Clark County, has subject matter jurisdiction
10 over the matters alleged herein since only state law claims have been asserted and no diversity of
11 citizenship exists. Venue is proper in Clark County, Nevada.

12 FACTS COMMON TO ALL CAUSES OF ACTION

13 *The Health Care Providers Provide Necessary Emergency Care to Patients*

14 12. The Health Care Providers are professional practice groups of emergency
15 medicine physicians and healthcare providers that provides emergency medicine services 24
16 hours per day, 7 days per week to patients presenting to the emergency departments at hospitals
17 and other facilities in Nevada staffed by the Health Care Providers. The Health Care Providers
18 provide emergency department services throughout the State of Nevada.

19 13. The Health Care Providers and the hospitals whose emergency departments they
20 staff are obligated by both federal and Nevada law to examine any individual visiting the
21 emergency department and to provide stabilizing treatment to any such individual with an
22 emergency medical condition, regardless of the individual's insurance coverage or ability to pay.
23 *See* Emergency Medical Treatment and Active Labor Act (EMTALA), 42 U.S.C. § 1395dd;
24 NRS 439B.410. The Health Care Providers fulfill this obligation for the hospitals which they
25 staff. In this role, the Health Care Providers' physicians provide emergency medicine services
26 to all patients, regardless of insurance coverage or ability to pay, including to Patients with
27 insurance coverage issued, administered and/or underwritten by Defendants.

28 14. Upon information and belief, Defendants operate as an HMO under NRS Chapter

1 695C, and is an insurer under NRS Chapters 679A, 689A (Individual Health Insurance), 689B
2 (Group and Blanket Health Insurance), 689C (Health Insurance for Small Employers) and 695G
3 (Managed Care Organization). Defendants provide, either directly or through arrangements with
4 providers such as hospitals and the Health Care Providers, healthcare benefits to its members.

5 15. There is no written agreement between Defendants and the Health Care Providers
6 for the healthcare claims at issue in this litigation; the Health Care Providers are therefore
7 designated as a “non-participating” or “out-of-network” provider for all of the claims at issue.

8 16. Because federal and state law requires that emergency services be provided to
9 individuals by the Health Care Providers without regard to insurance status or ability to pay, the
10 law protects emergency service providers -- like Fremont here -- from the kind of conduct in
11 which Defendants have engaged leading to this dispute. If the law did not do so, emergency
12 service providers would be at the mercy of such payors. the Health Care Providers would be
13 forced to accept payment at any rate dictated by insurers under threat of receiving no payment.,
14 The Health Care Providers are protected by law, which requires that for the claims at issue, the
15 insurer must reimburse the Health Care Providers at a reasonable rate or the usual and customary
16 rate for services they provide.

17 17. The Health Care Providers regularly provide emergency services to Defendants’
18 Patients.

19 18. Defendants are contractually and legally responsible for ensuring that Patients
20 receive emergency services without obtaining prior approval and without regard to the “in
21 network” or “out-of-network” status of the emergency services provider.

22 19. Relevant to this action:

23 a. From July 1, 2017 through the present, Fremont has provided emergency
24 medicine services to Defendants’ Members as an out-of-network provider of emergency services
25 as follows: ER at Aliante (approximately July 2017-present); ER at The Lakes (approximately
26 July 2017-present); Mountainview Hospital (approximately July 2017-present); Dignity Health –
27 St. Rose Dominican Hospitals, Rose de Lima Campus (approximately July 2017-October 2018);
28 Dignity Health – St. Rose Dominican Hospitals, San Martin Campus approximately (July 2017-

1 October 2018); Dignity Health – St. Rose Dominican Hospitals, Siena Campus (approximately
2 July 2017-October 2018); Southern Hills Hospital and Medical Center (approximately July
3 2017-present); and Sunrise Hospital and Medical Center (approximately July 2017-present).

4 b. At all times relevant hereto, Team Physicians and Ruby Crest have
5 provided emergency medicine services to Defendants' Members as out-of-network providers of
6 emergency services at Banner Churchill Community Hospital in Fallon, Nevada and
7 Northeastern Nevada Regional Hospital in Elko, Nevada, respectively.

8 20. Defendants have generally adjudicated and paid claims with dates of service
9 through July 31, 2019. As the claims continue to accrue, so do the Health Care Providers'
10 damages. For each of the claims for which the Health Care Providers seek damages, Defendants
11 have already determined the claim was covered and payable.

12 ***The Relationship Between the Health Care Providers and Defendants***

13 21. Defendants provide health insurance to their members (*i.e.*, their insureds).

14 22. In exchange for premiums, fees, and/or other compensation, Defendants are
15 responsible for paying for health care services rendered to members covered by their health
16 plans.

17 23. In addition, Defendants provide services to their Members, such as building
18 participating provider networks and negotiating rates with providers who join their networks.

19 24. Defendants offer a range of health insurance plans. Plans generally fall into one
20 of two categories.

21 25. "Fully Funded" plans are plans in which Defendants collect premiums directly
22 from their members (or from third parties on behalf of their members) and pay claims directly
23 from the pool of funds created by those premiums.

24 26. "Employer Funded" plans are plans in which Defendants provide administrative
25 services to their employer clients, including processing, analysis, approval, and payment of
26 health care claims, using the funds of the claimant's employer.

27 27. Defendants provide coverage for emergency medical services under both types of
28 plans.

1 28. Defendants are contractually and legally responsible for ensuring that their
2 members can receive such services (a) without obtaining prior approval and (b) without regard
3 to the “in network” or “out-of-network” status of the emergency services provider.

4 29. Defendants highlight such coverage in marketing their insurance products.

5 30. For all claims at issue in this lawsuit, the Health Care Providers were non-
6 participating providers, meaning they did not have an express contract with Defendants.

7 31. Specifically, the reimbursement claims within the scope of this action are (a) non-
8 participating commercial claims (including for patients covered by Affordable Care Act
9 Exchange products), (b) that were adjudicated as covered, and allowed as payable by
10 Defendants, (c) at rates below the reasonable payment for the services rendered, (d) as measured
11 by the community where they were performed and by the person who provided them. These
12 claims are collectively referred to herein as the “Non-Participating Claims.”

13 32. The Non-Participating Claims involve only commercial and Exchange Products
14 operated, insured, or administered by the insurance company Defendants. They do not involve
15 Medicare Advantage or Medicaid products.

16 33. Further, the Non-Participating Claims at issue do not involve coverage
17 determinations under any health plan that may be subject to the federal Employee Retirement
18 Income Security Act of 1974, or claims for benefits based on assignment of benefits.²

19 34. Those counts concern the *rate* of payment to which the Health Care Providers are
20 entitled, not whether a *right* to receive payment exists.

21 35. Defendants bear responsibility for paying for emergency medical care provided to
22 their members regardless of whether the treating physician is an in-network or out-of-network
23 provider.

24 36. Defendants understand and expressly acknowledge that their members will seek
25 emergency treatment from non-participating providers and that Defendants are obligated to pay
26 for those services.

27 ² The Health Care Providers understand, in any event, that Defendants do not require or rely
28 upon assignments from their members in order to pay claims for services provided by the Health
Care Providers to their members.

Defendants Paid the Health Care Providers Unreasonable Rates

37. Defendants bear responsibility for paying for emergency medical care provided to their Members regardless of whether the treating physician is an in-network or out-of-network provider.

38. Defendants expressly acknowledge that their Members will seek emergency treatment from non-participating providers and that they are obligated to pay for those services.

39. In emergency situations, individuals go to the nearest hospital for care, particularly if they are transported by ambulance. Patients facing an emergency situation are unlikely to have the opportunity to determine in advance which hospitals and physicians are in-network under their health plan. Defendants are obligated to reimburse the Health Care Providers at the reasonable value of the services provided.

40. Defendants' Members received a wide variety of emergency services (in some instances, life-saving services) from the Health Care Providers' physicians: treatment of conditions ranging from cardiac arrest, to broken limbs, to burns, to diabetic ketoacidosis and shock, to gastric and/or obstetrical distress.

41. As alleged herein, the Health Care Providers provided treatment on an out-of-network basis for emergency services to thousands of Patients who were Members in Defendants' Health Plans. The total underpayment amount for these related claims is in excess of \$15,000.00 and continues to grow. Defendants have likewise failed to attempt in good faith to effectuate a prompt, fair, and equitable settlement of these claims.

42. Defendants paid claims at a significantly reduced rate which is demonstrative of an arbitrary and selective program and motive or intent to unjustifiably reduce the overall amount Defendants pay to the Health Care Providers. Defendants implemented this program to influence and leverage the Health Care Providers as well as to unfairly and illegally profit from a manipulation of payment rates.

43. Defendants failed to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the subject claims as legally required.

44. The Health Care Providers contested the unsatisfactory rate of payment received

1 from Defendants in connection with the claims that are the subject of this action.

2 45. All conditions precedent to the institution and maintenance of this action have
3 been performed, waived, or otherwise satisfied.

4 46. The Health Care Providers bring this action to compel Defendants to pay it the
5 reasonable value of the professional emergency medical services for the emergency services that
6 it provided and will continue to provide Patients and to stop Defendants from profiting from
7 their manipulation of payment rate data.

8 ***Defendants' Prior Manipulation of Reimbursement Rates***

9 47. Defendants have a history of manipulating their reimbursement rates for non-
10 participating providers to maximize their own profits at the expense of others, including their
11 own Members.

12 48. In 2009, UnitedHealth Group, Inc. was investigated by the New York Attorney
13 General for allegedly using its wholly-owned subsidiary, Ingenix, to illegally manipulate
14 reimbursements to non-participating providers.

15 49. The investigation revealed that Ingenix maintained a database of health care
16 billing information that intentionally skewed reimbursement rates downward through faulty data
17 collection, poor pooling procedures, and lack of audits.

18 50. UnitedHealth Group, Inc. ultimately paid a \$50 million settlement to fund an
19 independent nonprofit organization known as FAIR Health to operate a new database to serve as
20 a transparent reimbursement benchmark.

21 51. In a press release announcing the settlement, the New York Attorney General
22 noted that: "For the past ten years, American patients have suffered from unfair reimbursements
23 for critical medical services due to a conflict-ridden system that has been owned, operated, and
24 manipulated by the health insurance industry."

25 52. Also in 2009, for the same conduct, UnitedHealth Group, Inc. and Defendants
26 United HealthCare Insurance Co., and United HealthCare Services, Inc. paid \$350 million to
27 settle class action claims alleging that they underpaid non-participating providers for services in
28 *The American Medical Association, et al. v. United Healthcare Corp., et al.*, Civil Action No.

1 00-2800 (S.D.N.Y.).

2 53. Since its inception, FAIR Health's benchmark databases have been used by state
3 government agencies, medical societies, and other organizations to set reimbursement for non-
4 participating providers.

5 54. For example, the State of Connecticut uses FAIR Health's database to determine
6 reimbursement for non-participating providers' emergency services under the state's consumer
7 protection law.

8 55. Defendants tout the use of FAIR Health and its benchmark databases to
9 determine non-participating, out-of-network payment amounts on its website.

10 56. While Defendants give the appearance of remitting reimbursement to non-
11 participating providers that meet the reasonable value of services based on geography that is
12 measured from independent benchmark services such as the FAIR Health database, Defendants
13 have found other ways to manipulate the reimbursement rate downward from a reasonable rate
14 in order to maximize profits at the expense of the Health Care Providers.

15 57. During the relevant time, Defendants imposed significant cuts to the Health Care
16 Providers' reimbursement rate for out-of-network claims under Defendants' fully funded plans,
17 without rationale or justification.

18 58. Defendants pay claims under fully funded plans out of their own pool of funds, so
19 every dollar that is not paid to the Health Care Providers is a dollar retained by Defendants for
20 their own use.

21 59. Defendants' detrimental approach to payments for members in fully funded plans
22 continues today,

23 60. As a result of these deep cuts in payments for services provided to Members of
24 fully funded plans, Defendants have not paid the Health Care Providers a reasonable rate for
25 those services.

26 61. In so doing, Defendants have illegally retained those funds.

27
28

1 **FIRST CLAIM FOR RELIEF**

2 **(Breach of Implied-in-Fact Contract)**

3 62. The Health Care Providers incorporate herein by reference the allegations set
4 forth in the preceding paragraphs as if fully set forth herein.

5 63. At all material times, the Health Care Providers were obligated under federal and
6 Nevada law to provide emergency medicine services to all patients presenting at the emergency
7 departments they staff, including Defendants' Patients.

8 64. At all material times, Defendants were obligated to provide coverage for
9 emergency medicine services to all of its Members.

10 65. At all material times, Defendants knew that the Health Care Providers were non-
11 participating emergency medicine groups that provided emergency medicine services to
12 Patients.

13 66. From July 1, 2017 to the present, Fremont has undertaken to provide emergency
14 medicine services to UH Parties' Patients, and the UH Parties have undertaken to pay for such
15 services provided to UH Parties' Patients.

16 67. From approximately March 1, 2019 to the present Fremont has undertaken to
17 provide emergency medicine services to the patients of Sierra and HPN, and Sierra and HPN
18 have undertaken to pay for such services provided to their Patients.

19 68. At all material times, Defendants were aware that the Health Care Providers were
20 entitled to and expected to be paid at rates in accordance with the standards established under
21 Nevada law.

22 69. At all material times, Defendants have received the Health Care Providers' bills
23 for the emergency medicine services the Health Care Providers have provided and continue to
24 provide to Defendants' Patients, and Defendants have consistently adjudicated and paid, and
25 continue to adjudicate and pay, the Health Care Providers directly for the non-participating
26 claims.

27 70. Through the parties' conduct and respective undertaking of obligations
28 concerning emergency medicine services provided by the Health Care Providers to Defendants'

1 Patients, the parties implicitly agreed, and the Health Care Providers had a reasonable
2 expectation and understanding, that Defendants would reimburse the Health Care Providers for
3 non-participating claims at rates in accordance with the standards acceptable under Nevada law.

4 71. Under Nevada common law, including the doctrine of quantum meruit, the
5 Defendants, by undertaking responsibility for payment to the Health Care Providers for the
6 services rendered to Defendants' Patients, impliedly agreed to reimburse the Health Care
7 Providers at the reasonable value of the professional emergency medical services provided by
8 the Health Care Providers.

9 72. Defendants, by undertaking responsibility for payment to the Health Care
10 Providers for the services rendered to the Defendants' Patients, impliedly agreed to reimburse
11 the Health Care Providers at the reasonable value of the professional emergency medical
12 services provided by the Health Care Providers.

13 73. In breach of its implied contract with the Health Care Providers, Defendants have
14 and continue to unreasonably and systemically adjudicate the non-participating claims at rates
15 substantially below the reasonable value of the professional emergency medical services
16 provided by the Health Care Providers to the Defendants' Patients.

17 74. The Health Care Providers have performed all obligations under the implied
18 contract with the Defendants concerning emergency medical services to be performed for
19 Patients.

20 75. At all material times, all conditions precedent have occurred that were necessary
21 for Defendants to perform their obligations under their implied contract to pay the Health Care
22 Providers for the non-participating claims, at a minimum, based upon the reasonable value of the
23 Health Care Providers' professional emergency medicine services

24 76. The Health Care Providers did not agree that the lower reimbursement rates paid
25 by Defendants were reasonable or sufficient to compensate the Health Care Providers for the
26 emergency medical services provided to Patients.

27 77. The Health Care Providers have suffered damages in an amount equal to the
28 difference between the amounts paid by Defendants and the reasonable value of their

1 professional emergency medicine services, that remain unpaid by the Defendants through the
2 date of trial, plus the Health Care Providers' loss of use of that money.

3 78. As a result of the Defendants' breach of the implied contract to pay the Health
4 Care Providers for the non-participating claims at the rates required by Nevada law, the Health
5 Care Providers have suffered injury and is entitled to monetary damages from Defendants to
6 compensate them for that injury in an amount in excess of \$15,000.00, exclusive of interest,
7 costs and attorneys' fees, the exact amount of which will be proven at the time of trial.

8 79. The Health Care Providers have been forced to retain counsel to prosecute this
9 action and is entitled to receive their costs and attorneys' fees incurred herein.

10 **SECOND CLAIM FOR RELIEF**

11 **(Alternative Claim for Unjust Enrichment)**

12 80. The Health Care Providers rendered valuable emergency services to the Patients.

13 81. Defendants received the benefit of having their healthcare obligations to their
14 plan members discharged and their members received the benefit of the emergency care
15 provided to them by the Health Care Providers.

16 82. As insurers or plan administrators, Defendants were reasonably notified that
17 emergency medicine service providers such as the Health Care Providers would expect to be
18 paid by Defendants for the emergency services provided to Patients.

19 83. Defendants accepted and retained the benefit of the services provided by the
20 Health Care Providers at the request of the members of its Health Plans, knowing that the Health
21 Care Providers expected to be paid the reasonable value of services provided, for the medically
22 necessary, covered emergency medicine services it performed for Defendants' Patients.

23 84. Defendants have received a benefit from the Health Care Providers' provision of
24 services to its Patients and the resulting discharge of their healthcare obligations owed to their
25 Patients.

26 85. Under the circumstances set forth above, it is unjust and inequitable for
27 Defendants to retain the benefit they received without paying the value of that benefit; i.e., by
28 paying the Health Care Providers at the reasonable value of services provided, for the claims that

1 are the subject of this action and for all emergency medicine services that the Health Care
2 Providers will continue to provide to Defendants' Members.

3 86. The Health Care Providers seek compensatory damages in an amount which will
4 continue to accrue through the date of trial as a result of Defendants' continuing unjust
5 enrichment.

6 87. As a result of the Defendants' actions, the Health Care Providers have been
7 damaged in an amount in excess of \$15,000.00, exclusive of interest, costs and attorneys' fees,
8 the exact amount of which will be proven at the time of trial.

9 88. The Health Care Providers sue for the damages caused by the Defendants'
10 conduct and is entitled to recover the difference between the amount the Defendants' paid for
11 emergency care the Health Care Providers rendered to its members and the reasonable value of
12 the service that the Health Care Providers rendered to Defendants by discharging their
13 obligations to their plan members.

14 89. As a direct result of the Defendants' acts and omissions complained of herein, it
15 has been necessary for the Health Care Providers to retain legal counsel and others to prosecute
16 their claims. The Health Care Providers are thus entitled to an award of attorneys' fees and costs
17 of suit incurred herein.

18 **THIRD CLAIM FOR RELIEF**

19 **(Violation of NRS 686A.020 and 686A.310)**

20 90. The Health Care Providers incorporate herein by reference the allegations set
21 forth in the preceding paragraphs as if fully set forth herein.

22 91. The Nevada Insurance Code prohibits an insurer from engaging in an unfair
23 settlement practices. NRS 686A.020, 686A.310.

24 92. One prohibited unfair claim settlement practice is "[f]ailing to effectuate prompt,
25 fair and equitable settlements of claims in which liability of the insurer has become reasonably
26 clear." NRS 686A.310(1)(e).

27 93. As detailed above, Defendants have failed to comply with NRS 686A.310(1)(e)
28 by failing to pay the Health Care Providers' medical professionals the usual and customary rate

1 for emergency care provided to Defendants' members. By failing to pay the Health Care
2 Providers' medical professionals the usual and customary rate Defendants have violated NRS
3 686A.310(1)(e) and committed an unfair settlement practice.

4 94. The Health Care Providers are therefore entitled to recover the difference
5 between the amount Defendants paid for emergency care the Health Care Providers rendered to
6 their members and the usual and customary rate, plus court costs and attorneys' fees.

7 95. The Health Care Providers are entitled to damages in an amount in excess of
8 \$15,000.00, exclusive of interest, costs and attorneys' fees, the exact amount of which will be
9 proven at the time of trial.

10 96. Defendants have acted in bad faith regarding their obligation to pay the usual and
11 customary fee; therefore, the Health Care Providers are entitled to recover punitive damages
12 against Defendants.

13 97. As a direct result of Defendants' acts and omissions complained of herein, it has
14 been necessary for the Health Care Providers to retain legal counsel and others to prosecute their
15 claims. The Health Care Providers are thus entitled to an award of attorneys' fees and costs of
16 suit incurred herein.

17 **FOURTH CLAIM FOR RELIEF**

18 **(Violations of Nevada Prompt Pay Statutes & Regulations)**

19 98. The Health Care Providers incorporate herein by reference the allegations set
20 forth in the preceding paragraphs as if fully set forth herein.

21 99. The Nevada Insurance Code requires an HMO, MCO or other health insurer to
22 pay a healthcare provider's claim within 30 days of receipt of a claim. NRS 683A.0879 (third
23 party administrator), NRS 689A.410 (Individual Health Insurance), NRS 689B.255 (Group and
24 Blanket Health Insurance), NRS 689C.485 (Health Insurance for Small Employers), NRS
25 695C.185 (HMO), NAC 686A.675 (all insurers) (collectively, the "NV Prompt Pay Laws").
26 Thus, for all submitted claims, Defendants were obligated to pay the Health Care Providers the
27 usual and customary rate within 30 days of receipt of the claim.

28 100. Despite this obligation, as alleged herein, Defendants have failed to reimburse the

1 Health Care Providers at the usual and customary rate within 30 days of the submission of the
2 claim. Indeed, Defendants failed to reimburse the Health Care Providers at the usual and
3 customary rate at all. Because Defendants have failed to reimburse the Health Care Providers at
4 the usual and customary rate within 30 days of submission of the claims as the Nevada
5 Insurance Code requires, Defendants are liable to the Health Care Providers for statutory
6 penalties.

7 101. For all claims payable by plans that Defendants insure wherein it failed to pay at
8 the usual and customary fee within 30 days, Defendants are liable to the Health Care Providers
9 for penalties as provided for in the Nevada Insurance Code.

10 102. Additionally, Defendants have violated NV Prompt Pay Laws, by among things,
11 only paying part of the subject claims that have been approved and are fully payable.

12 103. The Health Care Providers seek penalties payable to it for late-paid and partially
13 paid claims under the NV Prompt Pay Laws.

14 104. The Health Care Providers are entitled to damages in an amount in excess of
15 \$15,000.00 to be determined at trial, including for its loss of the use of the money and its
16 attorneys' fees.

17 105. Under the Nevada Insurance Code and NV Prompt Pay Laws, the Health Care
18 Providers are also entitled to recover their reasonable attorneys' fees and costs.

19 REQUEST FOR RELIEF

20 WHEREFORE, the Health Care Providers request the following relief:

21 A. For awards of general and special damages in amounts in excess of \$15,000.00,
22 the exact amounts of which will be proven at trial;

23 B. Judgment in their favor on the Second Amended Complaint;

24 C. Awards of actual, consequential, general, and special damages in an amount in
25 excess of \$15,000.00, the exact amounts of which will be proven at trial;

26 D. An award of punitive damages, the exact amount of which will be proven at trial;

27 E. The Health Care Providers costs and reasonable attorneys' fees pursuant to NRS
28 207.470;

- 1 F. Reasonable attorneys' fees and court costs;
- 2 G. Pre-judgment and post-judgment interest at the highest rates permitted by law;
- 3 and
- 4 H. Such other and further relief as the Court may deem just and proper.

5 JURY DEMAND

6 The Health Care Providers hereby demand trial by jury on all issues so triable.

7 DATED this 4th day of October, 2021.

8 AHMAD, ZAVITSANOS, ANAIPAKOS, ALAVI
9 & MENSING, P.C

10 By: /s/ P. Kevin Leyendecker

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 7th day of October, 2021, I caused a true and correct copy of the foregoing **SECOND AMENDED COMPLAINT** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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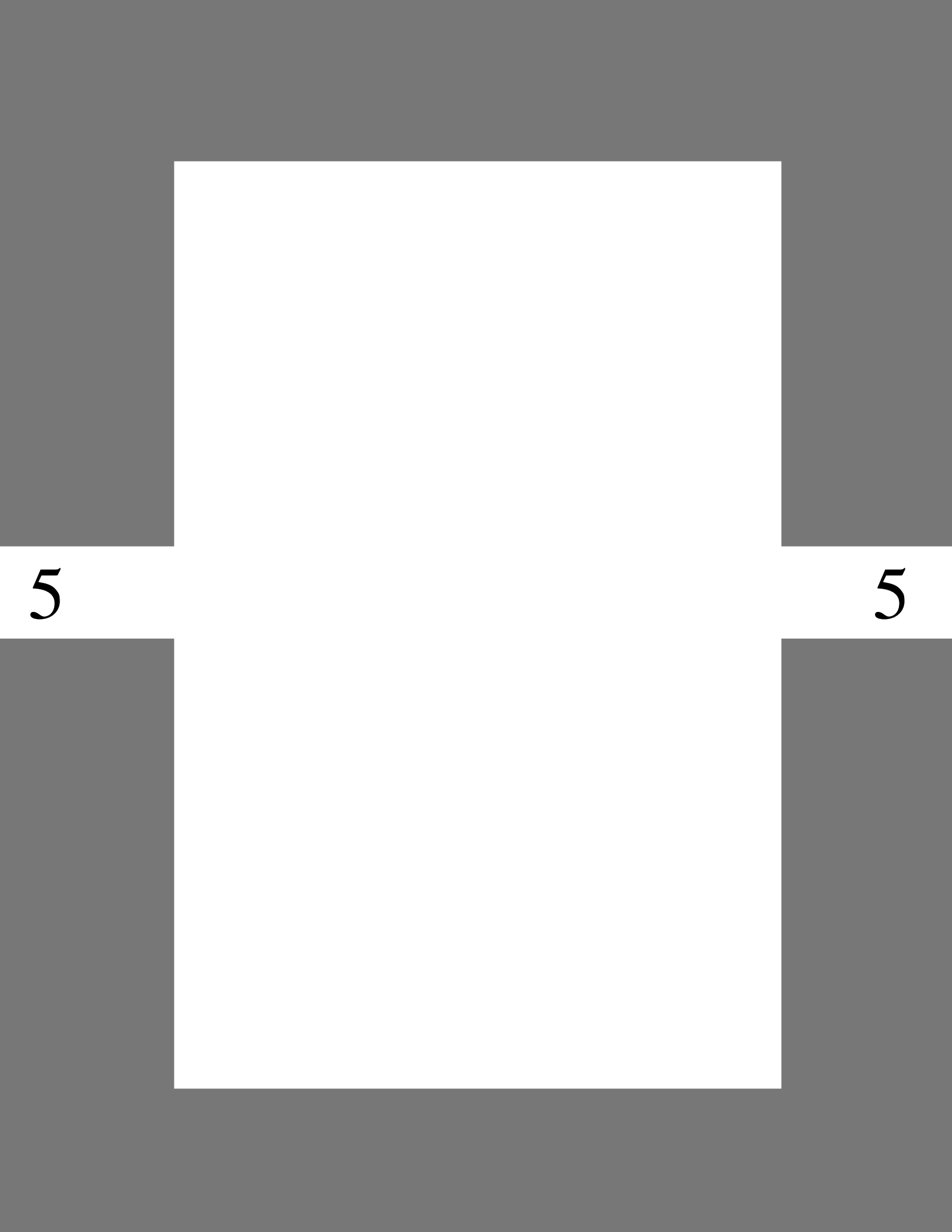
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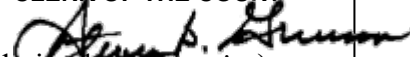
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD., a Nevada professional
corporation; TEAM PHYSICIANS OF
NEVADA-MANDAVIA, P.C., a Nevada
professional corporation; CRUM, STEFANKO
AND JONES, LTD. dba RUBY CREST
EMERGENCY MEDICINE, a Nevada
professional corporation,

Plaintiffs,

vs.

UNITEDHEALTH GROUP, INC., a Delaware
corporation; UNITED HEALTHCARE
INSURANCE COMPANY, a Connecticut

Case No.: A-19-792978-B
Dept. No.: XXVII

**NOTICE OF ENTRY OF ORDER
DENYING DEFENDANTS' MOTION TO
QUASH OUT OF STATE TRIAL
SUBPOENAS ON ORDER
SHORTENING TIME**

1 corporation; UNITED HEALTH CARE
 2 SERVICES INC., dba
 3 UNITEDHEALTHCARE, a Minnesota
 4 corporation; UMR, INC., dba UNITED
 5 MEDICAL RESOURCES, a Delaware
 6 corporation; OXFORD HEALTH PLANS,
 7 INC., a Delaware corporation; SIERRA
 8 HEALTH AND LIFE INSURANCE
 9 COMPANY, INC., a Nevada corporation;
 10 SIERRA HEALTH-CARE OPTIONS, INC., a
 11 Nevada corporation; HEALTH PLAN OF
 12 NEVADA, INC., a Nevada corporation; DOES
 13 1-10; ROE ENTITIES 11-20,

14 Defendants.

15 PLEASE TAKE NOTICE that an Order Denying Defendants' Motion to Quash Out of
 16 State Trial Subpoenas on Order Shortening Time was entered on October 13, 2021, a copy of
 17 which is attached hereto.

18 Dated this 13th day of October, 2021.

19 McDONALD CARANO LLP

20 By: /s/ Kristen T. Gallagher

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CERTIFICATE OF SERVICE

I certify that I am an employee of McDonald Carano LLP, and that on this 13th day of October, 2021, I caused a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER DENYING DEFENDANTS' MOTION TO QUASH OUT OF STATE TRIAL SUBPOENAS ON ORDER SHORTENING TIME** to be served via this Court's Electronic Filing system in the above-captioned case, upon the following:

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DISTRICT COURT

CLARK COUNTY, NEVADA

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD., a Nevada professional
corporation; TEAM PHYSICIANS OF
NEVADA-MANDAVIA, P.C., a Nevada
professional corporation; CRUM, STEFANKO
AND JONES, LTD. dba RUBY CREST
EMERGENCY MEDICINE, a Nevada
professional corporation,

Plaintiffs,

vs.

UNITEDHEALTH GROUP, INC., a Delaware
corporation; UNITED HEALTHCARE

Case No.: A-19-792978-B
Dept. No.: XXVII

**ORDER DENYING DEFENDANTS'
MOTION TO QUASH OUT OF STATE
TRIAL SUBPOENAS ON ORDER
SHORTENING TIME**

Hearing Date: October 6, 2021
Hearing Time: 11:00 a.m.

McDONALD CARANO

2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

INSURANCE COMPANY, a Connecticut corporation; UNITED HEALTH CARE SERVICES INC., dba UNITEDHEALTHCARE, a Minnesota corporation; UMR, INC., dba UNITED MEDICAL RESOURCES, a Delaware corporation; OXFORD HEALTH PLANS, INC., a Delaware corporation; SIERRA HEALTH AND LIFE INSURANCE COMPANY, INC., a Nevada corporation; SIERRA HEALTH-CARE OPTIONS, INC., a Nevada corporation; HEALTH PLAN OF NEVADA, INC., a Nevada corporation; DOES 1-10; ROE ENTITIES 11-20,

Defendants.

This matter came before the Court on October 6, 2021 on defendants UnitedHealth Group, Inc.; UnitedHealthcare Insurance Company; United HealthCare Services, Inc.; UMR, Inc.; Oxford Health Plans, Inc.; Sierra Health and Life Insurance Co., Inc.; Sierra Health-Care Options, Inc.; and Health Plan of Nevada, Inc.'s (collectively, "United") Motion to Quash Out Of State Trial Subpoenas on Order Shortening Time ("Motion"). D. Lee Roberts, Jr., Colby L. Balkenbush, Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC, Daniel F. Polsenberg, Lewis Roca Rothgerber Christie LLP, and K. Lee Blalack, O'Melveny & Myers LLP appeared on behalf of United. Pat Lundvall, Amanda M. Perach and Kristen T. Gallagher, McDonald Carano LLP, and John Zavitsanos and Jane Robinson, Ahmad, Zavitsanos, Anaipakos, Alavi & Mensing, P.C appeared on behalf of plaintiffs Fremont Emergency Services (Mandavia), Ltd. ("Fremont"); Team Physicians of Nevada-Mandavia, P.C. ("Team Physicians"); Crum, Stefanko and Jones, Ltd. dba Ruby Crest Emergency Medicine ("Ruby Crest" and collectively the "Health Care Providers").

The Court, having considered United's Motion, the Health Care Providers' opposition, and the argument of counsel at the hearing on this matter and good cause appearing, finds, concludes and orders as follows:

1. Based on United's identification of witnesses listed on its NRCP 16.1 initial disclosures and supplements thereto, on September 10, 2021, the Health Care Providers served trial subpoenas on United's Nevada counsel, Weinberg, Wheeler, Hudgins, Gunn & Dial, LLC

1 for ten United witnesses: (a) Angela Nierman, (b) Jason Schoonover, (c) John Haben, (d)
2 Jolene Bradley, (e) Kevin Ericson, (f) Lisa Dealy, (g) Marty Millerliele, (h) Rebecca Paradise,
3 (i) Scott Ziemer, and (j) Vince Zuccarello (collectively, the “Trial Subpoenas”).

4 2. United affirmatively disclosed all ten individuals who are subject to its Motion
5 as trial witnesses. Plaintiffs’ Opp., Ex. 5, Defs.’ Pretrial Disclosures.

6 3. Through United’s Thirty-Sixth supplement to initial disclosures, United listed
7 its witnesses as reachable in Nevada under the disclosure requirements of NRCp 16.1. *See*,
8 *e.g.*, Plaintiffs’ Opp., Ex. 1, Defs.’ 16th Supplement to Initial Disclosure of Witnesses, at 3-4
9 (disclosing address of nine witnesses at issue on December 14, 2020). United’s identification
10 of its witnesses as reachable in Nevada continued into September 2021. *Id.* at Ex. 3, Defs.’ 36th
11 Supplement to Initial Disclosure of Witnesses.

12 4. During discovery, United confirmed to the Health Care Providers that it would
13 accept service of deposition subpoenas on behalf of its identified witnesses. Plaintiffs’
14 Opposition, Ex. 2 (communications regarding deposition subpoenas for Lisa Dealy, Jolene
15 Bradley, Jacy Jefferson, Scott Ziemer, Jason Schoonover, John Haben, Vince Zuccarello,
16 Rebecca Paradise, and Angela Nierman). United also questioned why subpoenas were even
17 necessary for its “party-affiliated” witnesses. *Id.* at 2.

18 5. On September 11, 2021 – three days after reaffirming that all ten witnesses were
19 United employees under the care of its counsel and one day after the Health Care Providers
20 served the Trial Subpoenas – United changed its disclosures to reveal that four of its witnesses
21 are no longer under its employment. United also deleted the representation that its employees
22 are only available via its Nevada local counsel. *Compare* Plaintiffs’ Opp. Ex. 3, Defs.’ 36th
23 Supplement to Initial Disclosure of Witnesses (disclosures served September 8, 2021) *with* Ex.
24 4, Defs.’ 37th Supplement to Initial Disclosure of Witnesses (disclosures served September 11,
25
26
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2021). This created the impression that these witnesses would be available for live testimony at trial.

6. In its Motion, United argues that its disclosures – which prohibited the Health Care Providers from contacting United’s witnesses in any manner other than through counsel – are not applicable to trial subpoenas. The Court does not find this argument meritorious given United’s identification of witnesses throughout this litigation.

7. The Court finds and concludes that United’s NRCP 16.1 disclosures led the Health Care Providers to rely on the availability of United’s identified witnesses in Nevada. The Trial Subpoenas were served at the address given by United.

8. The Court considered United’s additional arguments presented in the Motion and at the hearing and does not find them to be meritorious.

Good cause appearing therefor,

IT IS HEREBY ORDERED that, for the reasons set forth on the record at the hearing and contained in the Health Care Providers’ Opposition, United’s Motion to Quash Out of State Trial Subpoenas on Order Shortening Time is DENIED.

IT IS HEREBY FURTHER ORDERED that United may only seek relief from this Order if (1) United has a witness with no relationship to United (2) no United affiliate has a relationship with that witness and (3) the witness fails to cooperate with United. In the event United meets the conditions to seek relief, United must provide sufficient detail to the Court for further consideration.

October 13, 2021

Dated this 13th day of October, 2021

Nancy L Alf

TW

A8B C54 D430 242F
Nancy Alf
District Court Judge

Submitted by:

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Marianne Carter

From: Roberts, Lee <LRoberts@wwhgd.com>
Sent: Tuesday, October 12, 2021 4:22 PM
To: Kristen T. Gallagher; Balkenbush, Colby; Blalack II, K. Lee; dpolsenberg@lrrc.com
Cc: TMH010; Pat Lundvall; Amanda Perach; Justin Fineberg; Rachel LeBlanc; Jonathan E. Siegelau
Subject: Re: Fremont Emergency Services (Mandavia), Ltd. v. United Healthcare Insurance et al. - order on motion to quash out of state trial subpoenas

You may attach my electronic signature. Thanks Kristy.

[cid:REVISEE-sig2020_5801a862-4942-4e3a-94ab-425c0ea8e329.png]

D. Lee Roberts, Attorney

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From: Kristen T. Gallagher <kgallagher@mcdonaldcarano.com>
 Sent: Tuesday, October 12, 2021 4:14:44 PM
 To: Roberts, Lee; Balkenbush, Colby; Blalack II, K. Lee; dpolsenberg@lrrc.com
 Cc: TMH010; Pat Lundvall; Amanda Perach; Justin Fineberg; Rachel LeBlanc; Jonathan E. Siegelau
 Subject: RE: Fremont Emergency Services (Mandavia), Ltd. v. United Healthcare Insurance et al. - order on motion to quash out of state trial subpoenas

This Message originated outside your organization.

Lee –

Please see the attached which omits the language per your suggestion below. Please confirm that we may insert your electronic signature for submission to the Court.

Thank you,
 Kristy

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Fremont Emergency Services
7 (Mandavia) Ltd, Plaintiff(s)

CASE NO: A-19-792978-B

8 vs.

DEPT. NO. Department 27

9 United Healthcare Insurance
10 Company, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order Denying Motion was served via the court's electronic eFile
15 system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 10/13/2021

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