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Electronically Filed
May 27 2022 12:03 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Attorneys for Petitioners:
THI OF NEVADA AT CHEYENNE, LLC
dba COLLEGE PARK REHABILITATION
CENTER; HEALTHCARE REALTY OF
CHEYENNE, LLC; FUNDAMENTAL
ADMINISTRATIVE SERVICES, LLC

IN THE SUPREME COURT OF THE STATE OF NEVADA

THI OF NEVADA AT
CHEYENNE, LLC a foreign
Corporation d/b/a COLLEGE PARK
REHABILITATION CENTER;
HEALTHCARE REALTY OF
CHEYENNE, LLC, a Delaware
Corporation; FUNDAMENTAL
ADMINISTRATIVE SERVICES,
LLC, a Delaware Corporation;
DOES 1-XXX; and ROE
CORPORATIONS 1-XXX,
inclusive,

Petitioners,

vs.

JEFFREY A. MYERS and
ANDREW JAMES, individually,

Respondents,

Case No.: A-16-735550-C
PETITIONERS' APPENDIX

DEPT: VI
Complaint filed April 16, 2016
Trial scheduled May 31, 2022

APPENDIX OF EXHIBITS IN SUPPORT OF
PETITION FOR WRIT OF MANDAMUS BY PETITIONERS THI OF
NEVADA AT CHEYENNE, LLC dba COLLEGE PARK

1 **REHABILITATION CENTER; HEALTHCARE REALTY OF**
2 **CHEYENNE, LLC; AND FUNDAMENTAL ADMINISTRATIVE**
3
4 **SERVICES, LLC**

5 **PLEASE TAKE NOTICE** that pursuant to Rule 21(a)(4) of Nevada Rules
6 of Appellate Procedure, Petitioners THI OF NEVADA AT CHEYENNE, LLC dba
7 COLLEGE PARK REHABILITATION CENTER (hereinafter referred to as
8 “College Park”); HEALTHCARE REALTY OF CHEYENNE, LLC; and
9 FUNDAMENTAL ADMINISTRATIVE SERVICES, LLC (hereinafter
10 collectively referred to as “Petitioners”) hereby provides the following Appendix of
11 Exhibits in support of its Petition for Writ of Mandamus to the Supreme Court of
12 the State of Nevada, from the Order entered on November 23, 2021 denying
13 Petitioners’ Motion in Limine to Allow Evidence of Plaintiff Andrew James’
14 Criminal History as impeachment.
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CERTIFICATE OF MAILING

The undersigned, designee of Alexander F. Giovanniello, Esq., hereby certifies that on this 27th day of May 2022, a true and correct copy of **APPENDIX OF EXHIBITS IN SUPPORT OF PETITION FOR WRIT OF MANDAMUS BY PETITIONERS THI OF NEVADA AT CHEYENNE, LLC dba COLLEGE PARK REHABILITATION CENTER; HEALTHCARE REALTY OF CHEYENNE, LLC; AND FUNDAMENTAL ADMINISTRATIVE SERVICES, LLC** was served to the following person(s) as indicated below:

xx Via E-Service through email or the Court's Electronic Service system pursuant to NEFCR 4(b) on the following

by placing a true and correct copy of the above-mentioned document(s) in a sealed envelope, first class postage fully pre-paid, in the United States mail.

Donald C. Kudler
CAP & KUDLER
3202 W. Charleston Boulevard
Las Vegas, NV 89102
Tel: (702) 878-8778
Fax: (702) 878-9350
Email: donaldkudler@capandkudler.com
Email: lizcarrion@capandkudler.com

Attorneys for Plaintiffs

By:

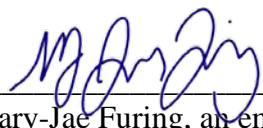

Mary-Jae Furing, an employee of
Giovanniello Law Group

Exhibit 1

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James A. McDevitt
United States Attorney
Eastern District of Washington
Russell E. Smoot
Assistant United States Attorney
Post Office Box 1494
Spokane, WA 99210-1494
Telephone: (509) 353-2767

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

FEB 01 2008

JAMES R. LARSEN, CLERK
DEPUTY
SPOKANE, WASHINGTON

RECEIVED BY MAIL

JAN 31 2008

U.S. ATTORNEY/SPOKANE, WA

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

vs.

ANDY JAMES
(f/k/a Andrew James Hensley),

Defendant.

CR-07-0026-EFS

Plea Agreement

Plaintiff, United States of America, by and through James A. McDevitt, United States Attorney for the Eastern District of Washington, and Russell E. Smoot, Assistant United States Attorney for the Eastern District of Washington, and Defendant ANDY JAMES (f/k/a Andrew James Hensley) and the Defendant's counsel, Robert R. Fischer, agree to the following Plea Agreement:

1. Waiver of Venue, Guilty Plea and Maximum Statutory Penalties:

The Defendant, ANDY JAMES (f/k/a Andrew James Hensley), agrees to waive venue and plead guilty, in the United States District Court for the Central District of California, pursuant to Fed. R. Crim. P. 20, to Counts One, Two, and Three of the Superseding Indictment, which was filed in the Eastern District of Washington on March 6, 2007 (hereinafter "EDWA Superseding Indictment"), charging the Defendant with three separate counts of Presenting a False, Fictitious, or Fraudulent Claim, in violation of 18 U.S.C. § 287.

Plea Agreement- 1
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1 The Defendant, ANDY JAMES (f/k/a Andrew James Hensley), understands
2 that Counts One, Two, and Three of the EDWA Superseding Indictment are Class
3 D felony charges. The Defendant, ANDY JAMES (f/k/a Andrew James Hensley),
4 also understands that the maximum statutory penalty for each count of Presenting
5 a False, Fictitious, or Fraudulent Claim, in violation of 18 U.S.C. § 287, is not
6 more than a five (5)-year term of imprisonment; a fine not to exceed \$250,000; not
7 more than a three (3)-year term of supervised release; restitution; and a \$100
8 special penalty assessment for each count. The Defendant further understands that
9 pursuant to United States v. Booker, 543 U.S. 220 (2005), the Court could impose
10 consecutive sentences on each count of conviction, resulting in a maximum
11 possible penalty of fifteen (15) years imprisonment.

12 The Defendant, ANDY JAMES (f/k/a Andrew James Hensley), understands
13 that a violation of a condition of supervised release carries an additional penalty of
14 re-imprisonment for all or part of the term of supervised release, pursuant to 18
15 U.S.C. § 3583(e)(3), without credit for time previously served on post-release
16 supervision.

17 2. The Court is Not a Party to the Agreement:

18 The Court is not a party to this Plea Agreement and may accept or reject this
19 Plea Agreement. Sentencing is a matter that is solely within the discretion of the
20 Court. The Defendant understands that the Court is under no obligation to accept
21 any recommendations made by the United States and/or by the Defendant; that the
22 Court will obtain an independent report and sentencing recommendation from the
23 U.S. Probation Office; and that the Court may, in its discretion, impose any
24 sentence it deems appropriate up to the statutory maximums stated in this Plea
25 Agreement.

26 The Defendant acknowledges that no promises of any type have been made
27 to the Defendant with respect to the sentence the Court will impose in this matter.
28 The Defendant understands that the Court is required to consider the applicable

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1 sentencing guideline range, but may depart upward or downward in the exercise of
2 the Court's discretion pursuant to United States v. Booker, 543 U.S. 220 (2005)
3 and 18 U.S.C. § 3553.

4 The Defendant also understands that should the sentencing judge decide not
5 to accept any of the parties' recommendations, that decision is not a basis for
6 withdrawing from this Plea Agreement or a basis for withdrawing this plea of
7 guilty.

8 3. Waiver of Constitutional Rights:

9 The Defendant, ANDY JAMES (f/k/a Andrew James Hensley), understands
10 that by entering this plea of guilty the Defendant is knowingly and voluntarily
11 waiving certain constitutional rights, including:

- 12 (a). The right to a jury trial;
- 13 (b). The right to see, hear and question the witnesses;
- 14 (c). The right to remain silent at trial;
- 15 (d). The right to testify at trial; and
- 16 (e). The right to compel witnesses to testify.

17 While the Defendant is waiving certain constitutional rights, the Defendant
18 understands the Defendant retains the right to be assisted through the sentencing
19 and any direct appeal of the conviction and sentence by an attorney, who will be
20 appointed at no cost if the Defendant cannot afford to hire an attorney. The
21 Defendant also acknowledges that any pretrial motions currently pending before
22 the Court are waived.

23 4. Elements of the Offense:

24 The United States and the Defendant agree that in order to convict the
25 Defendant of Presenting a False, Fictitious, or Fraudulent Claim, in violation of
26 18 U.S.C. § 287, the United States would have to prove beyond a reasonable doubt
27 the following elements:
28

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1 *First*, the Defendant, ANDY JAMES (f/k/a Andrew James Hensley),
2 made or presented a claim to a department or agency of the United
3 States for money or property;

4 *Second*, the claim was false, fictitious, or fraudulent; and

5 *Third*, the defendant knew at the time that the claim was false,
6 fictitious or fraudulent.

7 5. Factual Basis and Statement of Facts:

8 The United States and the Defendant stipulate and agree that the following
9 facts are accurate; that the United States could prove these facts beyond a
10 reasonable doubt at trial; and these facts constitute an adequate factual basis for
11 ANDY JAMES' (f/k/a Andrew James Hensley) guilty plea. This statement of
12 facts does not preclude either party from presenting and arguing, for sentencing
13 purposes, additional facts which are relevant to the guideline computation or
14 sentencing, unless otherwise prohibited in this agreement.

15 INTRODUCTION

16 Based on suspicious information surrounding a 2004 tax return, the Ogden
17 Fraud Detection Center (OFDC), a section of the Internal Revenue Service's
18 Criminal Investigation Division (IRS-CID), initiated an administrative
19 investigation that resulted in the determination that the Defendant, ANDY JAMES
20 (f/k/a Andrew James Hensley) had made false claims to the Internal Revenue
21 Service, an agency of the United States, on his 2001, 2002, and 2003
22 electronically filed income tax returns. Essentially, in each of the three tax years
23 (2001, 2002, and 2003), the Defendant presented false information concerning
24 withheld income that, when calculated, resulted in a claimed tax refund amount of
25 which the Defendant was not entitled.

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COUNT ONE

(The 2001 Tax Return)

On February 17, 2002, the Defendant and his wife filed a joint income tax return for tax year 2001 (under the names Andrew J. Hensley¹ and Tyann E. Hensley) that included a Form W-2 from *Sennheiser Electronic Corp.* that indicated that \$5,359.00 of Federal income tax had been withheld (Box 2) from the Defendant's wages. This amount was included on the Defendant's Form 1040 (Box 59) and Form 8453-OL (Box 3)². Based on the Defendant's reported income and the \$5,359.00 that the Defendant reported as having been withheld, the Defendant claimed a \$5,689.00 tax refund. On March 1, 2002, the Defendant received the \$5,689.00 tax refund from the United States Department of Treasury, which was directly deposited into the Defendant's Numerica Credit Union account.

During the subsequent investigation, the Defendant told IRS-CID Special Agent (S/A) Joe Lopez that he had entered wage and withheld tax amounts on his 2001 tax return based on information received from *Sennheiser Electronic Corp.* However, according to IRS records, the actual 2001 Form W-2 received from the *Sennheiser Electronic Corp.* indicates that no Federal income tax was withheld in 2001. IRS-CID S/A Lopez interviewed the Chief Financial Officer of *Sennheiser Electronic Corp.*, who confirmed that during the time period of the Defendant's employment, the Defendant told *Sennheiser Electronic Corp.* to not withhold any Federal income taxes.

¹On February 12, 2003, Andrew James Hensley legally changed his name to: "Andy James."

²On the Form 8453-OL the withheld amount was actually noted as: \$5,366.00.

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COUNT TWO

(The 2002 Tax Return)

On April 2, 2003, the Defendant and his wife electronically filed a joint income tax return for tax year 2002 that included a Form W-2 from "BN Publishing" (with a Employer Identification Number (EIN) from *Barnes and Noble, Inc.*). The Form W-2 from "BN Publishing" indicated that the Defendant earned \$56,514.00 and that \$9,055.00 of Federal income tax had been withheld (Box 2) from the Defendant's wages. This amount was included on the Defendant's Form 1040 (Box 62). Based on the Defendant's reported income and the \$9,055.00 that the Defendant reported as having been withheld, the Defendant claimed a \$9,614.00 tax refund. On April 11, 2003, the Defendant received the \$9,614.00 tax refund from the United States Department of Treasury, which was directly deposited into the Defendant's American Express on-line bank account (the Defendant is involved with ebay sales). On April 14, 2003, a check drafted to the Defendant, in the amount of \$9,500.00, cleared from the Defendant's American Express on-line bank account into the Defendant's (and wife's) personal account at State National Bank.

During the subsequent investigation, IRS-CID S/A Lopez interviewed the Payroll and Human Services Manager for *Barnes & Noble, Inc.*, who indicated that there was *no record* of the Defendant being employed by *Barnes & Noble, Inc.*, in 2002. Additionally, a copy of the Form W-2 that the Defendant filed was shown to the Payroll and Human Services Manager, who told S/A Lopez that there was no such Form W-2 issued by *Barnes & Noble, Inc.*, for tax year 2002. Furthermore, the IRS does not have any employer copies of the same Form W-2 filed by the Defendant.

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COUNT THREE

(The 2003 Tax Return)

On February 21, 2004, the Defendant and his wife electronically filed a joint income tax return for tax year 2002 that included a Form W-2 from "BN Publishing" (with a Employer Identification Number (EIN) from *Barnes and Noble, Inc.*). The Form W-2 for tax year 2003 from "BN Publishing" indicated that the Defendant earned \$172,489.00 and that \$51,747.00 of Federal income tax had been withheld (Box 2) from the Defendant's wages. This amount was included on the Defendant's Form 1040 (Box 61). Based on the Defendant's reported income and the \$51,747.00 that the Defendant reported as having been withheld, the Defendant claimed a \$17,606.00 tax refund. On March 5, 2004, the Defendant received the \$17,606.00 tax refund from the United States Department of Treasury, which was directly deposited into the Defendant's American Express on-line bank account. On March 11, 2004, a check drafted to the Defendant, in the amount of \$17,500.00, cleared from the Defendant's American Express on-line bank account into the Defendant's (and wife's) personal account at Wells Fargo Bank.

During the subsequent investigation, IRS-CID S/A Lopez interviewed the Payroll and Human Services Manager for *Barnes & Noble, Inc.*, who indicated that there was *no record* of the Defendant being employed by *Barnes & Noble, Inc.*, in 2003. Additionally, a copy of the Form W-2 that the Defendant filed was shown to the Payroll and Human Services Manager, who told S/A Lopez that there was no such Form W-2 issued by *Barnes & Noble, Inc.*, for tax year 2003. Furthermore, the IRS does not have any employer copies of the same Form W-2 filed by the Defendant.

DRAFT6. Waiver of Inadmissibility of Statements:

The Defendant agrees to waive the inadmissibility of statements made in the course of plea discussions with the United States, pursuant to Fed. R. Crim. P. 11(f). This waiver shall apply if the Defendant withdraws this guilty plea or breaches this Plea Agreement. The Defendant acknowledges that any statements made by the Defendant to law enforcement agents in the course of plea discussions in this case would be admissible against the Defendant in the United States's case-in-chief if the Defendant were to withdraw or breach this Plea Agreement.

7. The United States Agrees:(a.) Not to File Additional Charges:

The United States Attorney's Office for the Eastern District of Washington agrees not to bring any additional charges against the Defendant based upon information in its possession at the time of this Plea Agreement and arising out of Defendant's presenting false, fictitious, or fraudulent claim, in violation of 18 U.S.C. § 287, as charged in the EDWA Superseding Indictment, unless the Defendant breaches this Plea Agreement any time before or after sentencing. The United States Attorney's Office for the Eastern District of Washington's agreement to not pursue any other charges *does not bind* any other state or federal entity including the United States Department of Justice Criminal Division, the United States Attorney's Office for the District of Nevada, and/or the United States Attorney's Office for the Central District of California.

8. United States Sentencing Guideline Calculations:

The Defendant understands and acknowledges that the United States Sentencing Guidelines (hereinafter "U.S.S.G.") are applicable to this case, in that the Court must consider and determine the Defendant's applicable sentencing guideline range at the time of sentencing. The Defendant also understands, however, that pursuant to United States v. Booker, 543 U.S. 220 (2005), the

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1 U.S.S.G. range is advisory, and that the Court is required to consider the factors
2 set forth in 18 U.S.C. § 3553(a), and to impose a reasonable sentence.

3 (a). Base Offense Level:

4 The United States and the Defendant agree that the base offense level for
5 Presenting a False, Fictitious, or Fraudulent Claim, in violation of 18 U.S.C. § 287
6 is 6. See U.S.S.G. §2B1.1(a).

7 (b). Specific Offense Characteristics:

8 The United States and the Defendant also agree and stipulate that the base
9 offense level is increased by an additional six (6) levels because the loss amount
10 exceeded \$30,000. See U.S.S.G. §2B1.1(b)(1)(D).

11 (c). Acceptance of Responsibility:

12 If the Defendant pleads guilty and demonstrates a recognition and an
13 affirmative acceptance of personal responsibility for the criminal conduct;
14 provides complete and accurate information during the sentencing process; does
15 not commit any obstructive conduct; accepts this Plea Agreement; and enters a
16 plea of guilty no later than January 31, 2008, the United States will recommend
17 that the Defendant receive a two (2) level downward adjustment for acceptance of
18 responsibility, pursuant to U.S.S.G. §3E1.1(a).

19 The Defendant and the United States agree that the United States may at its
20 option and upon written notice to the Defendant, not recommend a two (2) level
21 downward reduction for acceptance of responsibility if, prior to the imposition of
22 sentence, the Defendant is charged or convicted of any criminal offense
23 whatsoever or if the Defendant tests positive for any controlled substance.

24 Furthermore, the Defendant agrees to pay the \$100 mandatory special
25 penalty assessment to the Clerk of Court for the Eastern District of Washington, at
26 or before sentencing, and shall provide a receipt from the Clerk to the United
27 States before sentencing as proof of this payment, as a condition to this
28 recommendation by the United States.

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1 (d). Final Adjusted Offense Level:

2 If this Court increases the base offense level by six (6) levels pursuant to
3 U.S.S.G. §2B1.1(b)(1)(D), and decreases the adjusted offense level by two (2)
4 levels pursuant to U.S.S.G. §3E1.1(a), the United States and the Defendant agree
5 that the Defendant's final adjusted offense level would be ten (10).

6 (e). Criminal History:

7 The United States and the Defendant understand that the Defendant's
8 criminal history computation is tentative and that ultimately the Defendant's
9 criminal history category will be determined by the Court after review of the
10 Presentence Investigative Report. The United States and the Defendant have made
11 no agreement and make no representations as to the criminal history category,
12 which shall be determined after the Presentence Investigative Report is completed.

13 9. Departures:

14 The United States acknowledges that the Defendant intends to seek a
15 downward departure from the applicable Guidelines and/or a variance based on
16 the 18 U.S.C. § 3553(a) factors. The United States reserves the right to oppose
17 any request by the Defendant for an departure and/or variance.

18 10. Incarceration:

19 The United States agrees to recommend that the Court impose a sentence at
20 the low end of the applicable sentencing guideline range as determined by the
21 Court at sentencing. The United States further agrees recommends that the
22 sentences imposed on Counts One, Two and Three of the EDWA Superseding
23 Indictment run concurrent to each other and any sentence imposed on charges
24 originating out of the Central District of California.

25 The United States' agreement to recommend concurrent, low end sentences
26 applies only to the charges in the EDWA Superseding Indictment and *does not*
27 *bind* the United States Attorney's Office for the Central District of California from
28

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1 making any sentencing recommendations it deems appropriate to charges filed in
2 that District.

3 11. Criminal Fine:

4 The United States and the Defendant are free to make whatever
5 recommendation concerning the imposition of a criminal fine that they believe is
6 appropriate.

7 12. Supervised Release:

8 The United States and the Defendant agree to recommend that the Court
9 impose a three (3)-year term of supervised release to include the following special
10 conditions, in addition to the standard conditions of supervised release:

- 11 (a). that the Defendant provide financial information, provide
12 copies of Federal income tax returns and allow credit checks, at the
13 direction of the Probation Officer;
- 14 (b). that the Defendant shall disclose all assets and liabilities to the
15 Probation Officer and shall not transfer, sell, give away, or otherwise
16 convey or secret any asset, without the advance approval of the
17 Probation Officer; and
- 18 (c). that the Defendant be prohibited from incurring any new debt,
19 opening new lines of credit, or enter any financial contracts or
20 obligations without the prior approval of the Probation Officer.

21 13. Restitution:

22 The Defendant hereby stipulates and agrees to an order of restitution in the
23 amount of \$32,803 to be imposed on Counts One, Two and Three of the EDWA
24 Superseding Indictment. The Defendant acknowledges that additional restitution
25 may be ordered pursuant to the charges filed in the Central District of California.

26 14. Mandatory Special Penalty Assessment:

27 The Defendant agrees to pay the \$300 (\$100 per count) mandatory special
28 penalty assessment to the Clerk of Court for the Eastern District of Washington, at

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1 or before sentencing, pursuant to 18 U.S.C. § 3013 and shall provide a receipt
2 from the Clerk to the United States before sentencing as proof of this payment.
3 The Defendant acknowledges that an additional mandatory special penalty
4 assessment may be ordered pursuant to the charges filed in the Central District of
5 California.

6 15. Additional Violations of Law Can Void Plea Agreement:

7 The Defendant and the United States agree that the United States may at its
8 option and upon written notice to the Defendant, withdraw from this Plea
9 Agreement or modify its recommendation for sentence if, prior to the imposition
10 of sentence, the Defendant is charged or convicted of any criminal offense
11 whatsoever or if the Defendant tests positive for any controlled substance.

12 16. Transfer for Plea and Sentence

13 Pursuant to Fed. R. Crim. P. 20, the Defendant and the United States agree
14 and consent to transfer the prosecution of this case to the United States District
15 Court for the Central District of California. The parties further agree to execute all
16 documentation necessary to cause said transfer.

17 17. Conditional Waiver of Appeal Rights:

18 Defendant ANDY JAMES (f/k/a Andrew James Hensley) understands that
19 by entering into this Plea Agreement, he effectively is waiving his opportunity to
20 challenge before the trial court and an appellate court any alleged procedural or
21 substantive issues involving his prosecution on the EDWA Superseding
22 Indictment that arose prior to the entry of the guilty pleas. In return for the
23 concessions that the United States has made in this Plea Agreement, the Defendant
24 agrees to waive the right to appeal his sentence on the EDWA Superseding
25 Indictment if the Court imposes a prison term of no longer than low end of the
26 applicable Sentencing Guideline range associated with a final adjusted offense
27 level of ten (10) and the criminal history category as determined by the Court at
28 sentencing; imposes a term of supervised release of no longer than three (3) years;

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1 waives the imposition of a fine; and imposes \$300 (\$100 for each count) penalty
2 assessment.

3 Should the Defendant successfully move to withdraw from this Plea
4 Agreement or should the Defendant's conviction on the EDWA Superseding
5 Indictment be set aside, vacated, or reversed as a result of an appeal or upon a
6 motion pursuant to 28 U.S.C. § 2255, this Plea Agreement shall become null and
7 void and the United States may re-institute the EDWA Superseding Indictment;
8 the United States may prosecute ANDY JAMES on all available charges; and the
9 United States may make derivative use of the statements that the Defendant has
10 made during the Rule 11 change of plea hearing in these cases and may use those
11 statements for impeachment purposes. Nothing in this Plea Agreement shall
12 preclude the United States of America from opposing any post-conviction motion
13 for reduction of sentence or other attack on the conviction or sentence, including,
14 but not limited to, proceedings pursuant to 28 U.S.C. § 2255 (writ of habeas
15 corpus).

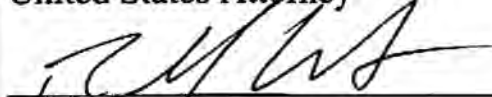
16 18. Integration Clause:

17 The United States and the Defendant acknowledge that this document
18 constitutes the entire Plea Agreement between the United States and the
19 Defendant, and no other promises, agreements, or conditions exist between the
20 United States and the Defendant concerning the resolution of the case. This Plea
21 Agreement is binding only upon the United States Attorney's Office for the
22 Eastern District of Washington, and cannot bind other federal, state or local
23 authorities. The United States and the Defendant agree that this agreement cannot
24 be modified except in a writing that is signed by the United States and the
25 Defendant.

DRAFTApprovals and Signatures

Agreed and submitted on behalf of the United States Attorney's Office for
the Eastern District of Washington.

James A. McDevitt
United States Attorney



Russell E. Smoot
Assistant U.S. Attorney
Eastern District of Washington Superseding Indictment

2/1/08
Date

Agreed and submitted on behalf of the United States Attorney's Office for
the Central District of California .

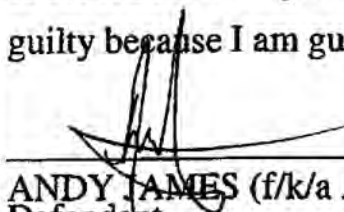
Thomas P. O'Brien
United States Attorney



Mark Aveis
Assistant U.S. Attorney
Central District of California (Accepting Fed. R. Crim. P. 20 Transfer)

1/25/08
Date

I have read this Plea Agreement and have carefully reviewed and discussed
every part of the agreement with my attorney. I understand and voluntarily enter
into this Plea Agreement. Furthermore, I have consulted with my attorney about
my rights, I understand those rights, and I am satisfied with the representation of
my attorney in this case. No other promises or inducements have been made to
me, other than those contained in this Plea Agreement and no one has threatened
or forced me in any way to enter into this Plea Agreement. I am agreeing to plead
guilty because I am guilty.



ANDY JAMES (f/k/a Andrew James Hensley)
Defendant

1-25-08
Date

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1 I have read the Plea Agreement and have discussed the contents of the
2 agreement with my client. The Plea Agreement accurately and completely sets
3 forth the entirety of the agreement between the parties. I concur in my client's
4 decision to plead guilty as set forth in the Plea Agreement. There is no legal
5 reason why the Court should not accept the Defendant's plea of guilty.

6 
7 _____
8 Robert R. Fischer
9 Attorney for the Defendant
Eastern District of Washington Superseding Indictment

25 Jan 08
Date

10
11 I have read the Plea Agreement and have discussed the contents of the
12 agreement with my client. The Plea Agreement accurately and completely sets
13 forth the entirety of the agreement between the parties. I concur in my client's
14 decision to plead guilty as set forth in the Plea Agreement. There is no legal
15 reason why the Court should not accept the Defendant's plea of guilty.

16 
17 _____
18 Robert L. Langford
19 Attorney for the Defendant
20 Central District of California (Accepting Fed. R. Crim. P. 20 Transfer)

25 Jan 08
Date

Exhibit 2

1 THOMAS P. O'BRIEN
 United States Attorney
 2 CHRISTINE C. EWELL
 Assistant United States Attorney
 3 Chief, Criminal Division
 MARK AVEIS (Cal. Bar No. 107881)
 4 Assistant United States Attorneys
 Cyber & Intellectual Property Crimes Section
 5 1200 United States Courthouse
 312 North Spring Street
 6 Los Angeles, California 90012
 Telephone: (213) 894-4477
 7 Facsimile: (213) 894-3713
 Email: mark.aveis@usdoj.gov

8 Attorneys for Plaintiff
 9 United States of America

10 UNITED STATES DISTRICT COURT
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,) CR No. 07-1308-MMM
)
13 Plaintiff,) <u>PLEA AGREEMENT FOR DEFENDANT</u>
) <u>ANDY JAMES</u>
14 v.)
)
15 ANDY JAMES,)
)
16 Defendant.)
)

17
 18 1. This constitutes the plea agreement between ANDY JAMES
 19 ("defendant") and the United States Attorney's Office for the
 20 Central District of California ("the USAO") in the above-
 21 captioned case. This agreement is limited to the USAO and cannot
 22 bind any other federal, state or local prosecuting,
 23 administrative or regulatory authorities.

24 PLEA

25 2. Defendant agrees to plead guilty to count one of the
 26 indictment in case number CR 07-1308-MMM.

27 ///

28 ///

NATURE OF THE OFFENSE

3. In order for defendant to be guilty of count one of the indictment, which charges a violation of Title 18, United States Code, Section 1343 (wire fraud), the following must be true:

(1) defendant made up a scheme or plan for obtaining money or property by making false promises or statements; (2) defendant knew that the promises or statements were false; (3) the promises or statements were material, that is, they would reasonably influence a person to part with money or property; (4) defendant acted with the intent to defraud; and (5) defendant used, or caused to be used, the interstate wires to further the scheme or plan. Defendant admits that defendant is, in fact, guilty of this offense as described in count one of the indictment.

PENALTIES

4. The statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 1343: twenty (20) years imprisonment; a three-year period of supervised release; a fine of \$250,000, or twice the gross gain or gross loss resulting from the offense, whichever is greater; and a mandatory special assessment of \$100.

5. Defendant understands that defendant will be required to pay full restitution to the victims of the offenses. Defendant agrees that, in return for the USAO's compliance with its obligations under this agreement, the amount of restitution is not restricted to the amounts related to the charge to which defendant is pleading guilty and may include losses arising from all relevant conduct in connection with such charge. Defendant

1 further agrees that defendant will not seek the discharge of any
2 restitution obligation, in whole or in part, in any present or
3 future bankruptcy proceeding.

4 6. Supervised release is a period of time following
5 imprisonment during which defendant will be subject to various
6 restrictions and requirements. Defendant understands that if
7 defendant violates one or more of the conditions of any
8 supervised release imposed, defendant may be returned to prison
9 for all or part of the term of supervised release, which could
10 result in defendant serving a total term of imprisonment greater
11 than the statutory maximum stated above.

12 7. Defendant also understands that, by pleading guilty,
13 defendant may be giving up valuable government benefits and
14 valuable civic rights, such as the right to vote, the right to
15 possess a firearm, the right to hold office, and the right to
16 serve on a jury.

17 8. Defendant further understands that the conviction in
18 this case may subject defendant to various collateral
19 consequences including, but not limited to, deportation,
20 revocation of probation, parole, or supervised release in another
21 case, and suspension or revocation of a professional license.
22 Defendant understands that unanticipated collateral consequences
23 will not serve as grounds to withdraw defendant's guilty plea.

24 FACTUAL BASIS

25 9. Defendant and the USAO agree and stipulate to the
26 statement of facts provided below. This statement of facts
27 includes facts sufficient to support a plea of guilty to the
28 charge described in this agreement and to establish the

1 sentencing guideline factors set forth below. It is not meant to
2 be a complete recitation of all facts relevant to the underlying
3 criminal conduct or all facts known to defendant that relate to
4 that conduct.

5 10. In or about May 2006, defendant created and executed a
6 scheme to defraud construction materials and other vendors by
7 intentionally misrepresenting that defendant was an individual
8 named "Carson Rogan" who was purportedly employed by "Paramount
9 Public Relations." In fact, defendant made up the names "Carson
10 Rogan" and "Paramount Public Relations" and sent hundreds of
11 fraudulent emails over the wires, including emails to intended
12 victims in the Central District of California, in order to
13 fraudulently mislead such vendors into believing that their goods
14 would be used in a Paramount Pictures film production in exchange
15 for product placement and advertising. In truth and in fact, as
16 defendant well knew, there was no real person named Carson Rogan;
17 there was no real entity named Paramount Public Relations;
18 defendant was not ever affiliated with Paramount Pictures or any
19 other film production entity; defendant was never authorized to
20 represent Paramount Pictures in any capacity; and there was no
21 film for which the vendors' goods would be used.

22 To carry out his fraudulent scheme, defendant knowingly
23 committed the following fraudulent acts and made the following
24 fraudulent statements:

25 a. On or about May 19, 2006, defendant paid for and
26 registered the Internet domain name of
27 "Paramountpublicrelations.com," and the related email address of
28 "carson@paramountpublicrelations.com." Defendant used a phony

1 address and phone number in connection with registering the
2 domain name. Defendant intended to use the domain name and email
3 address to mislead his victims as part of his fraudulent scheme.

4 b. On or about June 21, 2006, defendant applied and
5 paid for a U.S. post office-approved mail box through a UPS Store
6 in Henderson, Nevada, through which defendant intended to receive
7 the goods be procured through defendant's fraudulent scheme.

8 c. On or about September 23, 2006, defendant used the
9 wires by sending an email, under the fictitious name of "Carson
10 Rogan" at "carson@paramountpublicrelations.com," to Martin Doors
11 in Salt Lake City, Utah, in which, among other things, defendant
12 solicited Martin Doors to donate construction materials for use
13 in a phony film project which defendant entitled, The World is My
14 Stage, for the purpose of fraudulently obtaining Martin Doors'
15 products for defendant's personal use.

16 d. On or about October 11, 2006, defendant signed,
17 using the fictitious name "Carson Rogan, PR Coordinator," a
18 purported agreement, on the letterhead of defendant's fictitious
19 entity, Paramount Public Relations, for the placement of a Martin
20 Doors' product on the set of defendant's phony film project.

21 e. On or about October 17, 2006, in reliance upon
22 defendant's fraudulent misrepresentations and inducements, Martin
23 Doors shipped from Utah to defendant in Nevada a garage door and
24 related hardware which defendant intended to use for his personal
25 use.

26 Defendant caused and intended to cause loss based upon his
27 fraudulent scheme of at least \$285,000.

1 Defendant continued to commit his fraudulent scheme while
2 defendant was under indictment and subject to the terms and
3 conditions of pretrial release, which included that defendant was
4 not to commit any federal offense, in case no. 07-026-EFS, United
5 States District Court, Eastern District of Washington.

6 WAIVER OF CONSTITUTIONAL RIGHTS

7 12. By pleading guilty, defendant gives up the following
8 rights:

9 a) The right to persist in a plea of not guilty.
10 b) The right to a speedy and public trial by jury.
11 c) The right to the assistance of legal counsel at
12 trial, including the right to have the Court appoint counsel for
13 defendant for the purpose of representation at trial. (In this
14 regard, defendant understands that, despite his plea of guilty,
15 he retains the right to be represented by counsel - and, if
16 necessary, to have the court appoint counsel if defendant cannot
17 afford counsel - at every other stage of the proceedings.)

18 d) The right to be presumed innocent and to have the
19 burden of proof placed on the government to prove defendant
20 guilty beyond a reasonable doubt.

21 e) The right to confront and cross-examine witnesses
22 against defendant.

23 f) The right, if defendant wished, to testify on
24 defendant's own behalf and present evidence in opposition to the
25 charges, including the right to call witnesses and to subpoena
26 those witnesses to testify.

27 ///

28 ///

1 g) The right not to be compelled to testify, and, if
 2 defendant chose not to testify or present evidence, to have that
 3 choice not be used against defendant.

4 By pleading guilty, defendant also gives up any and all
 5 rights to pursue any affirmative defenses, Fourth Amendment or
 6 Fifth Amendment claims, and other pretrial motions that have been
 7 filed or could be filed.

8 WAIVER OF DNA TESTING

9 13. Defendant and the government agree that there may
 10 evidence against defendant that could be subjected to DNA
 11 testing. Defendant nonetheless waives DNA testing and fully
 12 understands that, by so doing, defendant will not have use of
 13 such evidence for any purpose or proceeding.

14 SENTENCING FACTORS

15 14. Defendant understands that the Court is required to
 16 consider the United States Sentencing Guidelines ("USSG" or
 17 "Sentencing Guidelines") among other factors in determining
 18 defendant's sentence. Defendant understands, however, that the
 19 Sentencing Guidelines are only advisory, and that after
 20 considering the Sentencing Guidelines, the Court may be free to
 21 exercise its discretion to impose any reasonable sentence up to
 22 the maximum set by statute for the crimes of conviction.

23 15. Defendant and the USAO agree and stipulate to the
 24 following applicable sentencing guideline factors:

25
 26 Base offense level : 6 USSG § 2B1.1(a)
 27 Specific offense
 28 characteristics:

(Loss more than \$200,000)	:	+12	USSG § 2B1.1(b) (1) (G)
(10 or more victims)	:	+2	USSG § 2B1.1(b) (2)
(Sophisticated means)	:	+2	USSG § 2B1.1(b) (9)
Adjustment:			
(Obstruction of justice)	:	+2	USSG § 3C1.1
Sub-total offense level	:	24	

Defendant and the USAO further agree and stipulate that no other specific offense characteristics or adjustments apply. However, the USAO will agree to a downward adjustment for acceptance of responsibility (and, if applicable, move for an additional level under § 3E1.1(b)) only if the conditions set forth below. If, however, after signing this agreement but prior to sentencing, defendant were to commit an act, or the USAO were to discover a previously undiscovered act committed by defendant prior to signing this agreement, which act, in the judgment of the USAO, constituted obstruction of justice within the meaning of U.S.S.G. § 3C1.1, the USAO would be free to seek the enhancement set forth in that section.

16. There is no agreement as to defendant's criminal history or criminal history category.

NO BOOKER/§ 3553(a) VARIANCES

17. Defendant and the USAO also agree and stipulate that, taking into account the factors listed in 18 U.S.C. § 3553(a)(1)-(7), the relevant Sentencing Guidelines effective on November 1, 2007 represent a reasonable basis for the Court to determine defendant's sentence in this case, and agree that defendant

1 should be sentenced in accordance with the Sentencing Guidelines.
2 Therefore, subject to paragraph 15, defendant and the USAO agree
3 not to seek, argue, or suggest in any way, either orally or in
4 writing, that the Court (a) not follow the Sentencing Guidelines
5 in imposing sentence; (b) impose a sentence not in accordance
6 with the Sentencing Guidelines; or (c) impose a sentence outside
7 the sentencing range corresponding to the determined total
8 offense level.

9 18. The stipulations in this agreement do not bind either
10 the United States Probation Office or the Court. Both defendant
11 and the USAO are free to: (a) supplement the facts by supplying
12 relevant information to the United States Probation Office and
13 the Court, (b) correct any and all factual misstatements relating
14 to the calculation of the sentence, and (c) argue on appeal and
15 collateral review that the Court's sentencing guidelines
16 calculations are not error, although each party agrees to
17 maintain its view that the calculations in this agreement are
18 consistent with the facts of this case.

19 DEFENDANT'S OBLIGATIONS

20 19. Defendant agrees that he will:

21 a) Plead guilty as set forth in this agreement.

22 b) Not knowingly and willfully fail to abide by all
23 sentencing stipulations contained in this agreement.

24 c) Not knowingly and willfully fail to: (i) appear for
25 all court appearances, (ii) surrender as ordered for service of
26 sentence, (iii) obey all conditions of any bond, and (iv) obey
27 any other ongoing court order in this matter.

28 ///

1 d) Not commit any crime; however, offenses which would
2 be excluded for sentencing purposes under U.S.S.G. § 4A1.2(c) are
3 not within the scope of this agreement.

4 e) Not knowingly and willfully fail to be truthful at
5 all times with Pretrial Services, the U.S. Probation Office, and
6 the Court.

7 f) Pay the applicable special assessment at or before
8 the time of sentencing unless defendant lacks the ability to pay
9 and submits a completed financial statement (form OBD-500) to the
10 USAO prior to sentencing.

11 g) Waive any claims asserted, and withdraw any claims
12 pending, with regard to the search warrant or search relating to
13 defendant's residence in July 2007, and forthwith give notice to
14 all relevant courts, including the District of Nevada, of this
15 provision and of defendant's withdrawal of all efforts to contest
16 or object to the search warrant or search.

17 THE USAO'S OBLIGATIONS

18 20. If defendant complies fully with all defendant's
19 obligations under this agreement, the USAO agrees:

20 a) To abide by all sentencing stipulations contained in
21 this agreement.

22 b) At the time of sentencing to move to dismiss the
23 remaining counts of the indictment as against defendant.
24 Defendant agrees, however, that at the time of sentencing the
25 Court may consider the dismissed count in determining the
26 applicable Sentencing Guidelines range, where the sentence should
27 fall within that range, the propriety and extent of any departure
28 from that range, and the determination of the sentence to be

1 imposed after consideration of the Sentencing Guidelines and all
2 other relevant factors under 18 U.S.C. § 3553(a).

3 c) At the time of sentencing, provided that defendant
4 demonstrates an acceptance of responsibility for the offense up
5 to and including the time of sentencing, to recommend a two-level
6 reduction in the applicable sentencing guideline offense level,
7
8 pursuant to U.S.S.G. § 3E1.1, and to recommend and, if necessary,
9 move for an additional one-level reduction if available under
10 that section.

11 BREACH OF AGREEMENT

12 21. If defendant, at any time after the execution of this
13 agreement, knowingly violates or fails to perform any of
14 defendant's agreements or obligations under this agreement ("a
15 breach"), the USAO may declare this agreement breached. If the
16 USAO declares this agreement breached at any time following its
17 execution, and the Court finds such a breach to have occurred,
18 then: (a) if defendant has previously entered a guilty plea,
19 defendant will not be able to withdraw the guilty plea, and (b)
20 the USAO will be relieved of all of its obligations under this
21 agreement.

22 22. Following the Court's finding of a knowing and willful
23 breach of this agreement by defendant, should the USAO elect to
24 pursue any charge that was either dismissed or not filed as a
25 result of this agreement, then:

26 a) Defendant agrees that any applicable statute of
27 limitations is tolled between the date of defendant's signing of
28 this agreement and the commencement of any such prosecution or

1 action.

2 b) Defendant gives up all defenses based on the statute
3 of limitations, any claim of pre-indictment delay, or any speedy
4 trial claim with respect to any such prosecution, except to the
5 extent that such defenses existed as of the date of defendant's
6 signing this agreement.

7 c) Defendant agrees that: (i) any statements made by
8 defendant, under oath, at the guilty plea hearing (if such a
9 hearing occurred prior to the breach); (ii) the stipulated
10 factual basis statement in this agreement; and (iii) any evidence
11 derived from such statements, are admissible against defendant in
12 any such prosecution of defendant, and defendant shall assert no
13 claim under the United States Constitution, any statute, Rule 410
14 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules
15 of Criminal Procedure, or any other federal rule, that the
16 statements or any evidence derived from any statements should be
17 suppressed or are inadmissible.

18 LIMITED MUTUAL WAIVER OF APPEAL AND COLLATERAL ATTACK

19 23. Defendant gives up the right to appeal his conviction
20 as well as any sentence imposed by the Court, including any order
21 of restitution, and the manner in which the sentence is
22 determined, provided that the sentence is within the statutory
23 maximum specified above and is constitutional.

24 COURT NOT A PARTY

25 24. The Court is not a party to this agreement and need not
26 accept any of the USAO's sentencing recommendations or the
27 parties' stipulations. Even if the Court ignores any sentencing
28 recommendation, finds facts or reaches conclusions different from

1 any stipulation, and/or imposes any sentence up to the maximum
2 established by statute, defendant cannot, for that reason,
3 withdraw defendant's guilty plea, and defendant will remain bound
4 to fulfill all defendant's obligations under this agreement.
5 No one -- not the prosecutor, defendant's attorney, or the Court
6 -- can make a binding prediction or promise regarding the
7 sentence defendant will receive, except that it will be within
8 the statutory maximum.

9 NO ADDITIONAL AGREEMENTS

10 25. Except as set forth herein, there are no promises,
11 understandings or agreements between the USAO and defendant or
12 defendant's counsel. Nor may any additional agreement,
13 understanding or condition be entered into unless in a writing
14 signed by all parties or on the record in court.

15 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

16 26. The parties agree and stipulate that this Agreement
17 will be considered part of the record of defendant's guilty plea

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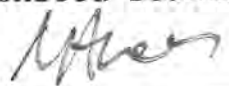
1 hearing as if the entire Agreement had been read into the record
2 of the proceeding.

3 This agreement is effective upon signature by defendant and
4 an Assistant United States Attorney.

5 AGREED AND ACCEPTED

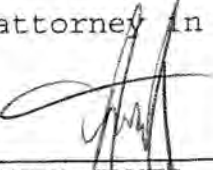
6 UNITED STATES ATTORNEY'S OFFICE
7 FOR THE CENTRAL DISTRICT OF CALIFORNIA

8 THOMAS P. O'BRIEN
9 United States Attorney

10 
11 MARK AVEIS
Assistant United States Attorney

1/11/08
Date


12 I have read this agreement and carefully discussed every
13 part of it with my attorney. I understand the terms of this
14 agreement, and I voluntarily agree to those terms. My attorney
15 has advised me of my rights, of possible defenses, of the
16 Sentencing Guideline provisions, and of the consequences of
17 entering into this agreement. No promises or inducements have
18 been made to me other than those contained in this agreement. No
19 one has threatened or forced me in any way to enter into this
20 agreement. Finally, I am satisfied with the representation of my
21 attorney in this matter.

22 
23 ANDY JAMES
24 Defendant

1-11-08
Date

25 I am Andy James' attorney. I have carefully discussed every
26 part of this agreement with my client. Further, I have fully
27 advised my client of his rights, of possible defenses, of the
28 Sentencing Guidelines' provisions, and of the

1 consequences of entering into this agreement. To my knowledge,
2 my client's decision to enter into this agreement is an informed
3 and voluntary one.

4 
5 _____
6 ROBERT LANGFORD
7 Counsel for Defendant
8 Andy James
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11 Jan 08
Date

CERTIFICATE OF SERVICE

I, **YOLANDA AGUAYO**, declare:

That I am a citizen of the United States and resident or employed in Los Angeles County, California; that my business address is the Office of the United States Attorney, United States Courthouse, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of eighteen years, and I am not a party to the above--entitled action;

That I am employed by the United States Attorney for the Central District of California who is a member of the Bar of United States District Court for the Central District of California, at whose discretion I served a copy of: **PLEA AGREEMENT FOR DEFENDANT ANDY JAMES**

Service was:

☐ Placed in a closed envelope, for collection and interoffice delivery addressed as follows:
Mail, addressed

☒ Placed in a sealed envelope for collection and mailing via United States

as follows:

☐ By hand delivery addressed as follows:

☐ By facsimile as follows:

☐ By messenger as follows:

☐ By federal express as follows:

ROBERT LANGFORD, ESQ.
616 S. Eight Street
Las Vegas, NV 89101

This Certificate is executed on January 11, 2008, Los Angeles, California.

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


YOLANDA AGUAYO

Exhibit 3

1 **ANS**
2 CAP & KUDLER
3 Donald C. Kudler, Esq.
4 Nevada Bar No. 005041
5 3202 W. Charleston Boulevard
6 Las Vegas, Nevada 89102
7 (702) 878-8778
8 (702) 878-9350 - Fax
9 Attorney for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

9 JEFFREY A. MYERS and ANDREW JAMES,) CASE NO.: A-16-735550-C
10 individually,)
11 Plaintiff,) DEPT. NO.: VI
12 vs.)
13 THI OF NEVADA AT CHEYENNE, LLC a)
14 Foreign Corporation d/b/a COLLEGE PARK)
15 REHABILITATION CENTER; HEALTHCARE)
16 REALTY OF CHEYENNE, LLC a Delaware)
17 Corporation; FUNDAMENTAL)
18 ADMINISTRATIVE SERVICES, LLC a)
19 Delaware Corporation; DOES I-XXX; and ROE)
20 CORPORATIONS I-XXX, inclusive,)
21 Defendants.)

22 **PLAINTIFF'S RESPONSES TO DEFENDANT THI OF NEVADA AT CHEYENNE, LLC**

23 **D/B/A COLLEGE PARK REHABILITATION CENTER'S FIRST SET OF**

24 **INTERROGATORIES TO PLAINTIFF ANDREW JAMES**

25 TO: THI at Cheyenne, LLC d/b/a College Park Rehabilitation Center, Defendant; and
26 TO: Erick K. Stryker, Esq. and Lora A. Schneider, Esq., of Wilson, Elser, Moskowitz,
27 Edelman & Dicker, LLP, attorneys for Defendant, THI at Cheyenne, LLC, d/b/a College Park
28 Rehabilitation Center.

Under the authority of Rule 33 of the Nevada Rules of Civil Procedure, the Plaintiff,
Andrew James, hereby answers Defendant THI of Nevada at Cheyenne, LLC's First Set of
Interrogatories as follows:

INTERROGATORY NO. 1:

Please identify yourself by stating your full name, all names by which you have ever been known, current age, date and place of birth, social security number, driver's license number, home address for the past ten years, phone number, your health care insurer and/or coordinator of benefits, any health insurance claim number (HICN), and any Medicare number. The social security number will be provided to Medicare for determination of Plaintiff's Medicare eligibility for reporting purposes mandated by Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007. IF YOU HAVE EVER APPLIED FOR OR RECEIVED BENEFITS FROM MEDICARE OR MEDICAID AT ANY TIME, WHETHER PRIOR TO OR AFTER THE INCIDENT AT ISSUE, OR IF YOU HAVE EVER APPLIED FOR OR RECEIVED BENEFITS FROM THE SOCIAL SECURITY ADMINISTRATION, PLEASE SO INDICATE IN YOUR RESPONSE REGARDLESS OF ANY RELATIONSHIP TO THE INCIDENT AT ISSUE.

ANSWER: Andrew James, Andy James, fka Andrew James Hensley; 48 years old; date and place of birth: 06/30/1968, Norwich, New York; social security number: XXX-XX-9577; address: 4293 E. Jacksboro Drive, Pahrump, Nevada 89061 since 2011. 1051 Patro, Pahrump, Nevada, 89048 for the remainder of the time except for time spent at Lompoc (California) Camp in 2008 -2010 . Health Insurance: Amtrust Workers Compensation Insurance as it relates to this injury. No Medicare, Medicaid or Social Security Disability claims.

INTERROGATORY NO. 2:

State the name(s), address(es) and telephone number(s) of your employers from five (5) years prior to the subject incident and at the time of the subject incident and the dates between which you were employed by said employers.

ANSWER: Las Vegas Advantage Electric, Las Vegas, NV (last known status is out of business/closed) approximately 2010-2012. Industrial Light and Power, 1700 S. Warren Street, Pahrump, NV 89048, Tel No. (702) 530-7281 from 2012 - present.

INTERROGATORY NO. 3:

Please state whether you are making a claim for lost wages and/or loss of future earning capacity as a result of the subject incident. If your answer is in the affirmative, please state the dates you were out-of-work as a result of the incident, the amount of wages you were earning in the five (5) years prior to the subject incident, the amount of wages

1 you warned at the time of the subject incident and your current wages.

2 **ANSWER:** I have suffered a permanent disability from the injury sustained due to your
3 client's negligence and the full extent of my disability has not yet been determined. Future
4 income loss and past and present wages to be proven at trial.

5 **INTERROGATORY NO. 4:** Please state the date on which you began performing
6 electrical services at COLLEGE PARK prior to the date of the subject incident and set forth with
7 specificity the name and address of the person or business entity who retained you to perform
8 electrical services at COLLEGE PARK, the electrical services you were performing at
9 COLLEGE PARK prior to the date of the subject incident, whether the electrical services
10 performed by you were performed on the electrical/breaker panel that is the subject of this
11 litigation prior to the subject incident and the specific work you conducted on the
12 electrical/breaker panel that is the subject of this litigation prior to the subject incident.

13 **ANSWER:** We started work at College Park on or about 12/15/2014. Industrial Light and
14 Power was hired by Lanny Taylor of SCI Construction. We were initially hired to install new
15 patient room critical branch receptacles in one wing of the building and replace an existing panel,
16 and relocate and add a second annunciator panel as part of phase I, and then to update/replace the
17 generator ATS system, troubleshoot and separate the emergency and critical branch circuits
18 (which upon starting were intermingled and were a major violation of state code), update life
19 safety and critical branch circuits and add nurse call station power to several locations as phase
20 II. Numerous code violations were found all over this facility and we brought these issues to the
21 attention of Lanny Taylor at SCI Construction who had us repair a few however not all of the
22 pre-existing fire and life safety hazards observed while performing work on this facility.

23 One of the changes in the second Scope of Work to the original agreement for phase II
24 was due to a kitchen electrical panel intermittently going off and on. We diagnosed the issue in
25 the subject panelboard of this litigation identified as MSA/SWBD and found that the main
26 breaker supplying power to said kitchen panel located within the kitchen area had a loose wire on
27 one of the phases which was causing overheating of the conductor and the conductor was
28 severely burned at the point of connection to the breaker causing an intermittent loss of power on

1 that phase to the kitchen.

2 We were asked to replace this breaker by a member of the College Park maintenance staff
3 name Roy and submitted the request to SCI Construction who then approved the work and paid
4 us to perform the work. Roy (College Park maintenance man) in fact supplied the breaker, as he
5 himself had bought it because "he had replaced the breakers on the switchgear himself before".
6 It should be duly noted that Roy is not trained nor qualified as an electrician and should never
7 have been since the panel which is now subject to litigation. The breaker supplied by Roy at
8 College Park was scheduled to be installed by SCI Construction on the night of June 6, 2014, as
9 the director at that time, a gentleman name Darrin, did not want the kitchen without power during
10 the day or evening and they advised they did not want the facility power to be completely shut
11 down at any time nor for the facility to go onto generator power as it would cause them "a ton of
12 paperwork" to explain the power outage. The agreement to change this breaker and that it was
13 supplied directly by College Park and not us or anyone else is shown in the attached
14 documentation.

15 **INTERROGATORY NO. 5:** Please describe the time at which you arrived at COLLEGE
16 PARK on the date of the subject incident, the reason why you were performing electrical services
17 at COLLEGE PARK, by whom you were contracted to perform electrical services at COLLEGE
18 PARK, your activities from the time you arrived at COLLEGE PARK to the time of the subject
19 incident occurred and a detailed description of how the subject incident occurred.

20 **ANSWER:** One of the changes in the second Scope of Work to the original agreement for
21 phase II was due to a kitchen electrical panel intermittently going off and on. We diagnosed the
22 issue in the subject panel board of this litigation identified as MSA/SWBD and found that the
23 main breaker supplying power to said kitchen panel located within the kitchen area had a loose
24 wire on one of the phases which was causing overheating of the conductor and the conductor was
25 severely burned at the point of connection to the breaker causing an intermittent loss of power on
26 the phase to the kitchen.

27 We were asked to replace this breaker by a member of the College Park maintenance staff
28 named Roy and submitted the request to SCI Construction who then approved the work and paid

us to perform the work. Roy (College Park maintenance man) in fact supplied the breaker, as he himself had bought it because "he had replaced the breakers on the switchgear himself before". It should be duly noted that Roy is not trained nor qualified as an electrician and should never have been inside the panel which is now subject to litigation. The breaker supplied by Roy at College Park was scheduled to be installed by SCI Construction on the night of June. 5, 2014, as the director at that time, a gentleman named Darrin, did not want the kitchen without power during the day or evening and they advised they did not want the facility power to be completely shut down at any time nor for the facility to go onto this breaker and that it was supplied directly by College Park and not us or anyone else is shown in the attached documentation.

We arrived at approximately 9:00 pm on June 6, 2014. We reported into the front desk and let them know we would be working in the facility electrical room and in the attic space. Two guys went to finish some work in the attic from the patient care area outlets and adding power to nurse call stations, and myself and Jeff Myers went directly to the main electrical room to change the kitchen breaker as requested. Roy had left the breaker in the room for us to install, as College Park had previously purchased this breaker due to Roy changing the breakers previously and he self-admitted to me personally various statement that "he had been in that panel more times than he can remember", among other various comments almost as an attempt to brag that he could do electrical work and was just too busy now to do it. Myself, Jeff Myers, Robert Corry and Jason Ferris were all aware of these ridiculous tendencies of Roy to brag about his electrical ability and prowess.

The breaker required a new mounting kit, which we were in the process of installing when the accident occurred. Jeff Myers and myself were both standing directly in front of the panel named herein as MSA/SWBD and Jeff was using a battery powered impact driver to drive the screws from the mounting kit into each of three phases of power, A, B and C. He had completed tow mounting brackets completely and was on the third one when the accident occurred. Each bracket is attached by two screws to the panel's bus, he was installing the first screw as I turned to my right away from the panel to get the final screw to hand to him. I had not yet touched the screw which was sitting on a cabinet in on the wall of the room when a huge

1 explosion happened and an immense heat and fireball shot out of the front of the panel with gas
2 and fumes. The room was equipped with a smoke detector which immediately went off and the
3 buildings fire alarm system sounded throughout the facility. At this time Jeff's face was black. I
4 had a large flap of skin hanging off my left elbow. Jeff was in the corner of the room, his face
5 blackened by the explosion and we did not have any idea at that time what exactly had happened.

6 One of the other guys working that night, Jason Ferris, coincidentally had just come down
7 from the attic to get some materials in our truck located right outside the electrical room where
8 the explosion took place, and was right outside the electrical room when the accident happened
9 and saw the huge flash and heard the explosion. He was the first one to get to our aid and contact
10 911.

11 As the medics were taking care of myself and Jeff, the other two guys working that night
12 finished talking with the fire department, they all (the other electricians and the firemen) located
13 two loose long screws laying on the fiberglass insulator at the top of the panel by the neutral bar
14 and the fire department agreed that one of these screws likely had fallen and shorted out two
15 phases on an empty breaker mounting bracket at the lower right side of the panel which they
16 agreed is where the arc had started. The empty fingers for a future breaker were not insulated
17 with heat shrink as they should have been. The screws that were found on this neutral buss
18 fiberglass insulator after the event happened were just long enough to short the distance between
19 the two phases, and it is clear one of them must have rolled off the fiberglass insulator while we
20 were installing the new breaker as the impact driver vibrated the panel. Jason Ferris gathered all
21 of the tools we had been working with and none of them were melted, blackened or deformed in
22 any way. The screw on my opinion is what caused the arc flash incident and the incident only
23 extinguished itself after the screw that caused the short was completely vaporized and therefore
24 resulted in the arc being extinguished after the material causing the short circuit was no longer
25 present, which is how arc flash incidents occur and how they extinguish themselves if the power
26 supply is not broken as it should normally be by tripping a circuit breaker. The main breaker
27 feeding panel MSA/SWBD at College Park did not trip during the short circuit event as it should
28 have, therefore increasing the length of the incident and the level of the incident energy.

INTERROGATORY NO. 6:

Please identify by name, address and telephone number every healthcare provider who treated you after the subject incident and stated or opined that the injuries you allegedly sustained in the subject incident are related to the incident that is the subject of your Amended Complaint.

ANSWER:

MedicWest Ambulance, Inc. aka American Medical Response
P.O. Box 745774
Los Angeles, CA 90074-5774
Tel No. (800) 913-9106

UMC Burn Center - Trauma
University Medical Center
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Tel No. (702) 383-2000

EMP of Clark UMC (McCourt), PLLC
P.O. Box 849334
Boston, MA 02284-9334
Tel No. (855) 687- 0618

Desert Radiologists
P.O. Box 3057
Indianapolis, TN 46206-3057
Tel No. (888) 727-1074

HealthCare Partners Medical Group
700 E. Warm Springs Rd., Ste. 110
Las Vegas, NV 89119
Tel No. (702) 430-3570

William Craig, M.D.
(Will be in new office at unknown address soon)
2080 E Calvada Blvd.
Pahrump, NV 89048
Tel No. (775)

INTERROGATORY NO. 7:

Please list all healthcare providers with whom/which you have treated or consulted in the five years prior to the incident that is the subject of this litigation to the present, **including all care providers with whom/which you treated for reasons not claimed to be due to the incident**, specifically listing:

- a) the name of each healthcare provider;
- b) the address of each healthcare provider;
- c) the reason you obtained treatment from or consulted with each healthcare

provider; and

d) the dates on which you treated with each healthcare provider.

PLEASE IDENTIFY ANY TREATMENT WHICH WAS PAID FOR, REIMBURSED BY, OR
SUBJECT TO A RIGHT OF RECOVERY BY MEDICARE OR MEDICAID, including the
amount of each and every right of recovery.

ANSWER:

William Craig, M.D.
(Will be in new office at unknown address soon)
2080 E Calvada Blvd.
Pahrump, NV 89048
Tel No. (775)

Healthcare Partners Calvada Urgent Care
Urgent Care in Pahrump, NV
1501 E Calvada Blvd
Pahrump, NV 89048-5807
Phone 775-727-5500

INTERROGATORY NO. 8: If, from the five years prior to the incident that is the
subject of this litigation to the present, you have made any claims regarding injuries to yourself,
including but not limited to, claims with or against another person or entity's insurer, worker's
compensation claims and/or lawsuits, please list:

- a) the date each claim was made;
- b) the person or entity to whom or which and/or against whom or which each claim
was made;
- c) the underlying facts that resulted in the claim being made;
- d) the claim number and/or case number of each claim and/or lawsuit;
- e) each claim's current status;
- f) If workers' compensation claims, the decisions and orders rendered by the
Hearing Officers and Appeal Officers, whether you appealed any decision and
order by the Hearing Officers and Appeals Officers, the reason why you appealed
any decision and order by the Hearing Officers and Appeals Officers and whether
you received workers' compensation benefits, and, if so, the amount of your
workers' compensation benefits.

ANSWER: Not applicable.

INTERROGATORY NO. 9: Please itemize all expenses that you claim to have incurred as a result of the incident that is the subject of this litigation, including medical expenses, specifically listing:

- a) a description of each expense claimed;
- b) the name of the person or entity to whom or which each expense was paid or is owing;
- c) whether each expense is paid or unpaid; and
- d) the dollar amount of each expense.

ANSWER:

MedicWest Ambulance, Inc. aka American Medical Response	\$1,125.66
UMC Burn Center - Trauma University Medical Center	\$2,999.28
EMP of Clark UMC (McCourt), PLLC	\$801.75
Desert Radiologists	\$.03
HealthCare Partners Medical Group	\$1,998.60

Other expenses for items for wound care were submitted to workers compensation and paid by them

INTERROGATORY NO. 10: Please list each and every bodily injury (whether physical, emotional or otherwise) you believe you sustained due to the incident that is the subject of this litigation.

ANSWER:

- Scaring/discoloration of left elbow which is an embarrassment
- Pain/soreness in my elbow started to develop after surface burn started to heal
- Damaged tendon directly under burn which my orthopedic surgeon has determined is a direct cause of the accident and resulting burn and has suggested surgery
- Loss of strength and ability in my left arm due to tendon damage
- Loss of approximately 75% of left hand strength per Dr. Patti

1 •Consistent cough which started around the time of the injury. I was recently advised that
2 this could be caused by inhaling hot gas at the time of the arc flash, and they did see slight
3 burning in my nose and throat when at the UMC burn unit on the night of the accident, so
4 while I have never out the two together, the accident may very well be the cause of this
5 consistent cough and may have caused me lung damage as well which I am now looking
6 into

7 •Have been nervous about doing the work that I do for a living since this happened, and
8 have been unable to perform some of the work I would once do, due to the fact that this
9 panel had basically been booby-trapped prior to us working on it, and this almost took my
10 life

11 •Due to cough and my constant elbow pain I have not been able to be as romantically
12 involved or physically involved with my wife as I was immediately prior to the incident,
13 depriving her of what her husband has normally been able to provide before the injury I
14 sustained due to your client's negligence

15 •Currently working under duress

16 •Suffer anxiety and depression due to my future and ability to provide for my family

17 **INTERROGATORY NO. 11:** Describe in detail any conversations you had with anyone
18 or overheard at the scene of the subject incident.

19 **ANSWER:** I had numerous conversations with the maintenance man at college park, Roy,
20 who had stated numerous times to myself and other guys working there that he had performed
21 work on the electrical system at the facility there for many years.

22 I saw some of his work. Missing landscape lighting with energized conductors sticking
23 out of the dirt with a solo plastic cup over them; conduit ran across the roof that was not installed
24 correctly; circuits coming out of an existing recessed can on the North side of the building with
25 conduit to another light that he added; using romex house wire and low voltage cable together
26 passing through the same holes and raceways, etc.

27 **INTERROGATORY NO. 12:** Please list each and every monetary damage you believe
28 you sustained due to the incident that is the subject of this litigation.

ANSWER:

Pain and suffering: Not calculated

Future medical: Not calculated

Future lost wages: Not calculated

Mental/emotional anguish and loss of consortium: Not calculated

Also, see Answer to Interrogatory No. 9.

INTERROGATORY NO. 13: State the names, addresses, and telephone numbers of all persons, not previously identified, who witnessed the incident giving rise to the instant litigation, or who witnessed the events leading up to or immediately after said incident, known to you, your attorney, agent or any investigator or detective employed by you or your attorney or anyone acting on your behalf.

ANSWER:

Jeffrey Myers: 702-523-2745

Jason Ferris: 702-209-9324

Robert Corry: Unknown-have not worked with him in almost 2 years.

INTERROGATORY NO. 14: State the name, address, and telephone number of each person known to you, your attorney, agent or any investigator or detective employed by you or your attorney or anyone acting on your behalf, having knowledge of relevant facts concerning the incident giving rise to the instant litigation.

ANSWER: See Answer to Interrogatory No. 13.

INTERROGATORY NO. 15: If you contend that your injuries at issue in this litigation were caused by the negligence of Defendant COLLEGE PARK, please describe and explain all facts, without legal conclusions, that support your contention.

ANSWER: It is my professional belief that the arc flash incident which occurred on June 6, 2014 was caused by loose screws being left inside the panelboard in question, identified as MSA/SWBD, in the location of the neutral bus, and that one of these loose screws rolled off during the time we were working on the panel and caused a short circuit of B and C phase within the panelboard causing an arc flash event, producing an arc which is known to be approximately

1 35,000 degrees F and causing the screw that fell to vaporize as it shorted out the bus and expel
2 hot cooper fragments and gas at high velocity as an explosion erupted from the front of the
3 panelboard burning myself and another worker. It is my belief that another unqualified person,
4 likely an employee of College Park, or someone known by College Park to not be an experienced
5 licensed electrician, worked within panelboard MSA/SWBD and left these screws inside the
6 panelboard as it is not something any electrician would have normally done as it effectively
7 booby-trapped the panelboard for future electricians.

8 It is also my opinion that College Park has the duty to inspect their electrical distribution
9 system and maintain said system, which it is apparent from the evidence has not been done.
10 Darrin Cook was given a copy of the power coordination study done at the facility by an
11 independent third party which clearly states the panelboard which is subject to this litigation is
12 not sufficient to handle the available fault current and needed to be replaced and to date the
13 panelboard remains.

14 I also believe that College Park needs to produce a log book of everyone that has worked
15 on the power distribution system at the facility. Said log book was required due to the nature of
16 their facility according to the workers compensation investigator that first interviewed me and
17 went and spoke with Darrin Cook at the facility and was immediately thrown off the property
18 upon asking to review such a log book, according to what he told me during a phone call
19 following this visit.

20 **INTERROGATORY NO. 16:** Describe all evidence with specificity that you have in your
21 possession, custody and control that supports your allegations COLLEGE PARK “negligently
22 designed, installed, maintained and/or controlled said electrical/breaker panel” located at
23 COLLEGE PARK and that COLLEGE PARK “negligently permitted a dangerous condition, not
24 obvious or apparent to the Plaintiffs, to exist thereon. . . [.]”

25 **ANSWER:** The “evidence” is the fact that someone left loose screws within the panelboard
26 and one of these screws fell and caused an arc flash incident which injured myself and another
27 worker and could have killed both of us. I have retained one of the loose screws another worker
28 found on the neutral bus fiberglass insulator immediate after the incident happened on June 6,

2014, which are long enough to short circuit the B and C bus where the melted damage is located and point of arc flash is located, and we have photos to illustrate our position on this fact.

INTERROGATORY NO. 17: Please set forth a detailed account of your medical history, including a description of your past and current treatment for your medical conditions. Please identify dates of treatment, prescriptions taken, medical procedures performed, and names and addresses of healthcare providers with whom you have consulted for these conditions.

ANSWER: Objection. This Request seeks information outside the scope of NRCP 26. Without waiving said Objections, Plaintiff responds that prior to this incident, and other than this incident he has only had minor ailments, such as colds and flues and would have treated at the facilities noted in Answer to Interrogatory No. 7.

INTERROGATORY NO. 18: Have you ever filed for personal bankruptcy in any jurisdiction? If so, please identify the bankruptcy action by case name, case number, jurisdiction, filing date, trustee in bankruptcy, and status of disposition. Please also include in your response/answer whether they trustee of your bankruptcy estate filed any adversary action for personal injuries you may have sustained in any accident or incident and include the date on which the adversary proceeding was filed, the case number, jurisdiction and the nature and circumstances surrounding the adversary proceeding.

ANSWER: Not applicable..

INTERROGATORY NO. 19: Has any health care provider recommended that you undertake any future medical care as a result of the events giving rise to this action? If so, please identify the name and address of each healthcare provider who has recommended future care, describe the recommended future care in detail, the date(s) and location(s) same is expected to occur, and the estimate cost of same.

ANSWER: Yes. I have been advised by Dr. Robert Patti, my orthopedic surgeon working on my worker's compensation insurance case that my elbow needs surgery and I have decided if I am not going to proceed with it as I do not to make the condition worse or more painful than it already is, which is a possibility. Dr. Craig has advised me to follow up on the coughing which may be due to breathing in the copper from the incident.

INTERROGATORY NO. 20: Have you ever incurred any out-of-pocket expenses for health care or other treatment which was not paid by your insurance (e.g. pharmacy co-payments, travel costs for treatment, etc.)? if so, please identify any out-of-pocket costs incurred by you, which you claim were caused by the event giving rise to this action.

ANSWER: With the exception of 2 trips into Las Vegas to see Dr. Patti which I have recently submitted to Workers Compensation Insurance however have not been reimbursed for, all medical bills and milage has been reimbursed to the best of my knowledge.

INTERROGATORY NO. 21: Please identify every person by name, address, telephone number, and relationship to you who was present with you in the one hour prior to, at the time of and after the alleged subject incident on June 6, 2014.

ANSWER: Jeffrey Myers; Jason Ferris; Robert Corry; unknown female #1 working at College Park reception; unknown male and female firemen, paramedics and hospital staff seen that night after the incident; Tyann James, my wife that came to UMC Burn Unit that night.

INTERROGATORY NO. 22: If you have been convicted of a felony, please list:

- a) the date of each conviction;
- b) each offense for which you were convicted;
- c) the city and state of the court in which each conviction occurred;
- d) the name of each court in which you were convicted; and
- e) each case number(s).

ANSWER: I was convicted of filing a false document and wire fraud in regards to filing my 2001 - 2003 tax returns. The case was filed in the Central District of CA I do not recall the exact dates of the conviction or the case numbers.

INTERROGATORY NO. 23: If you are claiming that any of the injuries you believe were caused or aggravated by the incident that is the subject of this litigation are permanent, please state:

- a) which injuries you claim are permanent;
- b) what, if any, disabilities you contend such injuries will cause;
- c) the nature of any future treatment that you claim will be necessary;

- 1 d) the dollar amount of the cost of any future treatment that you claim will be
2 necessary; and
3 e) the name, address and telephone number of the person or health care provider
4 advising of such necessity.

5 **ANSWER:**

6 a) Injury to my left arm/elbow, lack of strength and ability is a permanent disability.
7 Unknown if the persistent coughing is related yet to the incident and need further testing to
8 confirm. Have not yet been rated for a disability percentage.

9 b) Loss of strength and ability to do work as confidently as I did prior to the
10 accident; not feeling as safe due to my lack of being able to grip things as hard as I once did (ie:
11 ladders, walkways, pulling wire into conduit, etc...etc...) minor everyday things like washing my
12 hair and putting on a shirt are difficult and sometimes painful due to the movement of the left
13 elbow; persistent cough and trouble breathing if lung issue worsens over time and is determined
14 to be caused by the accident; insecurity and anxiety regarding my future health and ability to
15 support my family.

16 c) Dr. Robert Patti has said surgery is necessary on my left elbow and that it may
17 worsen over time if I decide not to proceed with the surgery now. Unsure of any future
18 pulmonary/lung issues I may have due to inhalation of hot vapors and vaporized copper during
19 the incident.

20 d) Cost of future surgery, lung/pulmonary issues and health care are unknown are to
21 be proven at trial.

22 e) 1) Dr. Richard Patti - Occupational Orthopedic Health - Related to this burn injury
23 specifically. Has done x-rays and MRI and has found damage directly related to
24 the burn injury that is causing me pain and has suggested surgery as previously
25 noted.

26 2) Dr. William Craig - Mountain Valley Physicians Group - General health
27 care/family doctor. Visited regarding persistent cough and have yet to have a
28 valid treatment plan in place and need to see a pulmonary specialist.



CAP & KUDLER
3202 W. CHARLESTON BLVD.
LAS VEGAS, NEVADA 89102
PHONE: (702) 878-8778
FACSIMILE: (702) 878-9350
HTTP://WWW.CAPANDKUDLER.COM

INTERROGATORY NO. 24:

List the name, address, and telephone number of all persons whom you expect to call as expert witnesses upon the trial of this action, and for each person, please list the subject matter on which the expert is expected to testify, and the title of the treatises and all other documents upon which the expert relied in making his or her opinion.

For any non-retained expert witnesses, please state: (a) the subject matter on which the witness is expected to present evidence; (b) provide a summary of the facts and opinion to which the witness is expected to testify; (c) the qualifications of that witness to present evidence as an expert witness; and (d) the compensation the witness for providing testimony at deposition and trial.

ANSWER: I will call my treating physicians as non-retained experts. Other experts will be disclosed at the appropriate time.

INTERROGATORY NO. 25:

Have you kept any diary, log, journal or handwritten or typewritten notes in regard to the subject incident and the damages you claim to have incurred as a result of the subject incident? If so, state the date on which you began keeping a diary, log, journal or handwritten or typewritten notes and provide a description of the entries you made in the diary, log, journal or handwritten or typewritten notes regarding the subject incident and the injuries you claim to have sustained in the subject incident.

ANSWER: Not applicable.

INTERROGATORY NO. 26:

Do you have any social media accounts, such as, Facebook, LinkedIn, Twitter, Instagram, Pinterest or accounts from any other social media hosts? If your answer is "yes," provide the names for each of your accounts and the specific information as to how your social media accounts can be accessed.

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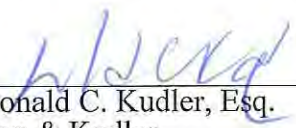
ANSWER: Objection. This Request seeks information outside the scope of NRCP 26.

DATED this 16th of June, 2017.



ANDREW JAMES

Submitted by:



Donald C. Kudler, Esq.
Cap & Kudler
3202 W. Charleston Blvd.
Las Vegas, NV 89102
Attorney for Plaintiff

VERIFICATION

STATE OF Nevada)
COUNTY OF Clark) ss.

The undersigned, ANDREW JAMES, being first duly sworn, states that he is the Plaintiff in the above-entitled cause; that he has read the above and foregoing **PLAINTIFF'S RESPONSES TO DEFENDANT THI OF NEVADA AT CHEYENNE, LLC D/B/A COLLEGE PARK REHABILITATION CENTER'S FIRST SET OF INTERROGATORIES TO PLAINTIFF ANDREW JAMES** and knows the contents thereof, and that the answers therein set forth are true to the best of his knowledge.



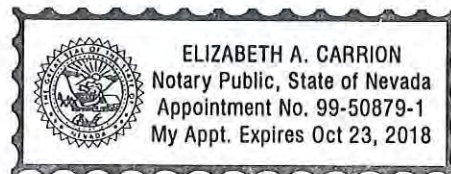
ANDREW JAMES

SUBSCRIBED and SWORN to before
me this 16th day of June, 2017.



NOTARY PUBLIC in and for County

and State.




CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of June, 2017, pursuant to Administrative Order 14-2, I electronically served a true and correct copy of the foregoing **PLAINTIFF'S RESPONSES TO DEFENDANT THI OF NEVADA AT CHEYENNE, LLC D/B/A COLLEGE PARK REHABILITATION CENTER'S FIRST SET OF INTERROGATORIES TO PLAINTIFF ANDREW JAMES**, and by depositing a copy of the same in the United States Mails in Las Vegas, Nevada, postage prepaid, addressed as follows:

Eric K. Stryker, Esq.
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An Employee of CAP & KUDLER